

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 E - Public Comments** is identified by the Mayor. The Mayor will not normally allow audience participation at any other time.

May 19, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: John Pulsipher: Interfaith CDA

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. 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.)

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

F. ANNOUNCEMENTS:

1. City Council
2. Mayor –
 - a. Appointment of Adam Kroeger to the Arts Commission.

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

1. Approval of Council Minutes for the May 5, 2026 Council Meeting.
2. Approval of the May 11, 2026 General Services Committee Meeting Minutes
3. Setting of the Tuesday, May 26, 2026 Public Works Committee Meeting

4. Setting of a Public Hearing for June 2, 2026 – V-26-02 - Vacation of a portion of alley right-of-way, the 6’ strip adjoining the east boundary line of Tax Number 25369, a portion of the South ½ of Lot 2, Block A, and Lot 3, Block A, Sanders Addition to Coeur d’Alene

As Recommended by the City Engineer

5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of Outdoor Eating Permits:
 - a. Jim Purtec, Jimmy’s Down the Street, 1613 Sherman Avenue; 12 Seats
 - b. Daniel Griffin, The Coral Café, 1524 E. Sherman Avenue; 18 Seats

As Recommended by the City Clerk

8. Approval of **Resolution No. 26-036** -
 - a. A Memorandum of Understanding with the Coeur d’Alene Regional Chamber of Commerce, Inc. for the 4th of July Parade and Fireworks Show for 2026, 2027, and 2028
 - b. Amendments to Personnel Rule 27 regarding FLSA Exempt Employees
 - c. Approval of the allocation of \$27,000.00 for repair / replacement of six gate operators at the Police department
 - d. Declaration of three (3) police vehicles as surplus and authorization for the items to be sold at auction

As Recommended by the General Services Committee

H. OTHER BUSINESS:

1. **Resolution No. 26-037** - Approval of Amendment No. 1 to the Professional Services Agreement with Associated Underwater Services Inc., for Wastewater Outfall Maintenance Services in the amount of \$36,658.34.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

2. **Resolution No. 26-038** - Approval of a Professional Services Agreement with J-U-B Engineers, Inc., for the 2026 Water Resource Recovery Facility (WRRF) Plan Update in the amount of \$1,278,800.00.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

3. **Resolution No. 26-039** – Approval of the purchase of a 2027 Dump Truck from Kenworth Sales Co. through the Sourcewell cooperative purchasing program in the amount of \$280,760.

Staff Report by: Ben Martin, Asst. Wastewater Director

4. **Resolution No. 26-040** - Approval of a Contract with LaRiviere, Inc. for the 2026 Pedestrian Ramp Improvement Project for \$319,689.00.

Staff Report by: Chris Bosley, City Engineer

5. **Resolution No. 26-041** - Establishing a 2-hour parking restriction on the south side of Wallace Avenue between 1st and 2nd Street, together with a 15-minute loading/unloading zone at 110 Wallace Avenue.

Staff Report by: Chris Bosley, City Engineer

6. **Resolution No. 26-042** - Approval of an Agreement with Virginia L. Tate for the provision of water services outside the city limits at 4176 E. Potlatch Hill Rd. and future annexation.

Staff Report by: Kyle Marine, Water Department Director,

7. **Resolution No. 26-043** - Approval of an Amendment to the Collective Bargaining Agreement with Local 710, regarding Article 8, entitled Staffing.

Staff Report by: Bill Deruyter, Interim Fire Chief

8. **Council Bill No. 26-1008**- Approving the repeal of Municipal Code 5.64, entitled Amusement Machines and Arcades.

I. EXECUTIVE SESSION: Pursuant to Idaho Code § 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

J. AJOURNMENT:

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



Coeur d'Alene

CITY COUNCIL MEETING

May 19, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor
Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: May 7, 2026

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the May 19, 2026 Council meeting:

ADAM KROEGER

ARTS COMMISSION (Appointment)

A copy of his Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Adam Rouse, Arts Commission Liaison

CONSENT CALENDAR

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

May 5, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on May 5, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

Amy Evans) Members of Council Present
Christie Wood)
Dan English)
Kenny Gabriel)
Dan Sheckler)
Kiki Miller)

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

INVOCATION: Charles Rieben of Church of Jesus Christ of Latter-day Saints provided the invocation.

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

PRESERVATION MONTH: Mayor Gookin read the Proclamation declaring the month of May 2026 as Preservation Month. Community Planning Director Hilary Patterson and Historic Preservation Commission (Commission) Chair Walter Burns accepted the Proclamation.

Mr. Burns shared plans for celebrating Preservation Month, including a May 22 public reception at the Museum of North Idaho where the Annual Heart of History Award will be presented to Roosevelt School. Additional outreach will include participation in the CDA Regional Chamber's America 250 event on May 14, informational displays at City Hall and the Chamber's Visitor Center and hosting a statewide Historic Preservation Commission camp training on May 22, followed by city tours and the evening reception. Looking ahead, the Commission will co-host the July 3 celebration marking both the 250th anniversary of the Declaration of Independence and the 100th anniversary of the Kootenai County Courthouse, featuring the opening of a 100-year-old time capsule, placement of a new one, remarks from Mayor Gookin and community leaders, music, family activities, and an ice cream social. Ongoing efforts also include completing a downtown historic survey, launching a historic sign pilot program recognizing historic buildings downtown, and exploring the creation of a local historic roster and local historic districts to better tell Coeur d'Alene's story.

TUBBS HILL FOUNDATION UPDATE: David Taylor, Tubbs Hill Foundation Past President, along with David Yadon, Tubbs Hill Foundation Trails Coordinator, presented highlights from the

organization's annual report, emphasizing its long-standing partnership with the City of Coeur d'Alene, particularly the Parks Department, and thanking City staff and Councilmember Wood for their collaboration. Now marking its 40th anniversary, the Tubbs Hill Foundation (Foundation) continues its mission to advocate for Tubbs Hill, advise City administration, coordinate volunteers, fundraising efforts, education, and community relations. With trail counters showing hundreds of thousands of visitors annually, the Foundation noted increasing impacts on the park, including issues with bicycles, off-leash dogs, dog waste, and litter, while also praising community members who regularly help keep the area clean. Major accomplishments included supporting a fuel mitigation project covering 58.5 acres, tree planting, and extensive educational outreach with schools, the library, and community events. The Foundation also organized multiple cleanups throughout the year and continues to rely heavily on local volunteers for litter removal, dog waste cleanup, and trail maintenance in response to heavy park use.

Mr. Yadon talked about the Foundation's volunteer efforts. He explained that about seven years ago, the Tubbs Hill Foundation renewed its focus on trail conditions and sustainability after recognizing increased use and deterioration, leading to a coordinated volunteer-based trail improvement program with the City. Since 2020, more than 500 volunteers have contributed 2,841 hours of trail work, valued at \$78,415, rerouting and stabilizing trails to make them more sustainable amid heavy visitations. Mr. Yadon praised the wide age range of dedicated volunteers, highlighted visible improvements across the hill, and invited the public to participate in upcoming volunteer work events.

Councilmember Wood expressed appreciation for the Tubbs Hill Foundation and its board, emphasizing how fortunate the community is to have benefited from their decades of dedicated service to preserving Tubbs Hill. She praised the board members for their daily, ongoing work on behalf of the City, noting that their commitment spans not just years but generations. Mayor Gookin thanked the board for their dedication, noting how fortunate the community is to have Tubbs Hill and the lake, and expressed appreciation for their stewardship.

PUBLIC COMMENTS:

Max El-Kacemi, Coeur d'Alene, raised concerns about a building permit application process, citing inconsistent communication and repeated delays by City staff. He alleged that approvals were conditioned on resolving neighbor concerns and cited disagreement over survey requirements. He maintained that he followed all required procedures but incurred significant costs and continues to experience repeated setbacks.

ANNOUNCEMENTS:

Councilmember Wood acknowledged the 11th anniversary of the May 5 line-of-duty death of Coeur d'Alene Police Sergeant Greg Moore, noting the lasting impact on the Police Department and the shared grief now being experienced by the Fire Department. She shared attending memorial events this morning, including a wreath-laying at the cemetery and a ceremony at McEuen Park. She thanked the Police Honor Guards for annually honoring Sergeant Moore and emphasized the importance of remembering his sacrifice, stating that the community will never forget him.

CONSENT CALENDAR:

1. Approval of Council Minutes for the April 21, April 27, and April 29, 2026, Council Meetings.
2. Approval of Bills as Submitted.
3. Setting of May 11, 2025 General Services Committee Meeting
4. Acceptance of Street Tree Easement from Cal Cars; 1818 N. 4th Street
5. Approval of SS-26-01c - Pinewood Condominiums: Final Plat
6. Approval of SS-25-15c - Interlake Condominiums Project Amendment No. 2: Final Plat
7. Approval of SS-25-13c - Vista Meadows Condominiums 1st Addition: Final Plat

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

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Sheckler Aye.
Motion carried.

RESOLUTION NO. 26-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE TRANSFER OF A FIVE-YEAR RENEWABLE LEASE AGREEMENT FROM JASON EVANS d/b/a CANCEURSE, LLC, TO INLAND NORTHWEST LAND CONSERVANCY, WHOSE ADDRESS IS 35 WEST MAIN AVENUE #210, SPOKANE VALLEY, WA 99201.

STAFF REPORT: Interim Parks and Recreation Director Adam Rouse, in his staff report, noted that Jason Evans purchased the 135-acre Cancourse property near Canfield Mountain with the goal of opening it to the public for hiking and mountain biking, but County permitting requirements would have made him solely responsible for enforcement, creating practical challenges. He instead partnered with the City, forming Cancourse, LLC, and entered into a lease agreement under which the property functions as a City-managed natural park overseen by Parks & Recreation and has been well received by the public. Cancourse, LLC, now seeks to transfer ownership to the Inland Northwest Land Conservancy, which plans to conserve the land through the Forest Legacy Program; the City's written consent is required, and all existing lease terms would remain in effect. The City's only financial impact would be existing staff time for litter and trail maintenance, while continued management of the property advances the Parks and Recreation Master Plan by expanding much-needed recreational access, relieving pressure on other natural areas, and permanently establishing a recreation corridor into the national forest. The recommended action is for City Council to consent to the transfer of the lease agreement to the Inland Northwest Land Conservancy.

Shane O'Shea, City Trails Coordinator, stated that the Parks Department fully supports a proposed land sale involving Cancourse, LLC, and the Inland Northwest Land Conservancy. The City currently owns approximately 23 acres near East Mountain Vista access, and the acquisition of an additional 134 adjacent acres by the conservancy would align with the City's goals for forest health, recreation, and long-term land preservation. The land would be protected through a conservation easement and provide expanded public access to natural open space.

DISCUSSION: Councilmember Wood commented that she had previously shared the same sentiment at the Parks and Recreation Commission meeting and stated that Jason Evans is an incredible individual and a tremendous gift to the community, noting the value of his contributions and positive impact.

MOTION: Motion by Evans, seconded by Miller, to approve **Resolution No. 26-033** – Approving the transfer of the Lease Agreement from Cancourse, LLC, to Inland Northwest Land Conservancy for a five-year term for the Cancourse.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Sheckler Aye; English Aye.
Motion carried.

RESOLUTION NO. 26-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH COEUR D'ALENE LITTLE LEAGUE TO RESERVE PROPERTY AT THE CANFIELD SPORTS COMPLEX LOCATED AT 5370 N. 15TH STREET FOR THE CONSTRUCTION OF AN INDOOR BASEBALL FACILITY.

STAFF REPORT: Interim Parks and Recreation Director Adam Rouse noted, in his staff report, that the City of Coeur d'Alene and Coeur d'Alene Little League have partnered for more than 30 years, and the proposed field house at Canfield Sports Complex would build on that relationship by expanding baseball programming and providing a winter practice facility, along with a much-needed restroom accessible to City recreation programs. There is no immediate financial impact on the City, aside from future responsibility for routine grounds maintenance once the facility is constructed.

Mr. Rouse explained that the proposed agreement is similar to the previously approved agreement with Special Needs Recreation and would reserve a small portion of land at the Canfield Sports Complex. The purpose of the agreement is to give the organization confidence to begin a capital campaign to raise funds for constructing a multi-use facility. The facility would support their programs and could also benefit the City during the off-season, potentially enabling partnerships with Coeur d'Alene Little League for camps and other activities.

David Everson of Everson Powell Architecture and Design shared his deep personal and multi-generational ties to youth sports in the community. He highlighted the inclusive mission of Coeur d'Alene Little League, and its long-standing partnership with the Parks and Recreation Department, particularly at the Canfield Sports Complex. Mr. Everson stated that the proposed indoor baseball facility will support year-round youth development, including batting cages, pitching areas, and a permanent public restroom to be accessed from the outside of the building by the public.

Laura Everson, President of Coeur d'Alene Little League, shared her 10 years of volunteer experience and personal connection as a baseball parent in the community. She highlighted the league's record-breaking registration of more than 475 players this year. Ms. Everson explained the challenges and how the facility would provide year-round opportunities for clinics, camps, and

practices, address ongoing weather challenges, and include much-needed permanent restrooms to replace portable facilities. She asked the Council to support the project, emphasizing its long-term benefits for youth, families, and the continued collaboration between the City and Coeur d'Alene Little League.

Mr. Everson described the proposed site plan for an indoor facility at the Canfield Sports Complex, explaining its location relative to Canfield Middle School, 15th Street, existing parking, and the four Little League fields. The building would be positioned on a less-used portion of the parking lot to maximize accessibility. The plan includes centrally located public restrooms accessible from a public walkway to serve both baseball and soccer users, replacing portable facilities. The proposed structure would be a durable metal pole building with concrete perma-columns to withstand freeze-thaw conditions, roll-up doors for equipment access, and an accessible main entrance oriented toward field one, with additional access from the parking area.

DISCUSSION: Councilmember Gabriel stated that he was a former board member and longtime baseball coach with more than 30 years of experience in Coeur d'Alene. He expressed strong support for the proposed indoor facility, noting the long history of teams traveling to Spokane and Lewiston to find suitable practice spaces. He thanked those involved for bringing the proposal forward.

Councilmember Miller asked about parking, main access points, and whether planning has accounted for potential congestion and increased traffic on 15th Street and surrounding areas as use of the complex grows. Mr. Everson explained that the primary access is from 15th Street which is over to the west. He stated there are no anticipated parking or traffic concerns, as the portion of the parking lot proposed for the facility is lightly used. The facility is expected to be used primarily for practice and off-season activities.

Councilmember Wood stated that this project was reviewed by the Parks and Recreation Commission and it was a unanimous decision to bring it forward to Council for approval.

MOTION: Motion by Gabriel, seconded by Miller, to approve **Resolution No. 26-034** – Approving a Memorandum of Understanding (MOU) with Coeur d'Alene Little League to reserve property at Canfield Sports Complex located at 5370 N. 15th Street for the construction of an indoor baseball facility.

ROLL CALL: Evans Aye; Miller Aye; Gabriel Aye; Sheckler Aye; English Aye; Wood Aye.
Motion carried.

RESOLUTION NO. 26-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR THE 2026 CHIPSEAL PROJECT TO POE ASPHALT PAVING, INC., IN AN AMOUNT NOT TO EXCEED \$883,288.00.

STAFF REPORT: Streets and Engineering Director Todd Feusier proposed a chipseal project as part of the annual street maintenance program in order to extend the life of several deteriorating roadways. The City performs chip sealing annually, alternating with paving depending on volume to achieve better pricing, and this year's focus is solely on chip seal due to budget constraints. Several long-overdue streets will be treated to extend their lifespan and avoid costly full replacement. One priority section is Coeur d'Alene Lake Drive from Sherman Avenue to Ashton Drive, which was chip sealed four years ago but now has bleeding striping that impacts visibility. The project will also include streets in the Heartland and Legacy Place Subdivisions and portions of Honeysuckle Avenue (Best Avenue – 4th Street), Ramsey Road (Appleway Avenue – Hanley Avenue), Pinegrove Drive (Hanley Avenue – Wilbur Avenue), Kathleen Avenue (Ramsey Road – Atlas Road), St. Michelle Drive (Kathleen Avenue – Dalton Avenue), with an add alternate for work on 15th Street (Thomas Lane – Shadduck Lane) and Thomas Lane (15th Street – E. Thomas Hill Drive).

Mr. Feusier reminded the public that the work is a multi-stage process that is quick but temporarily messy, urging drivers to follow traffic control and to be patient. Drivers were advised that dark, non-operating traffic signals should be treated as stop signs, to expect loose rock until final sweeping, and to reduce speeds and increase following distances to avoid damage. A faster-setting oil will be used this year, allowing chips to be placed one day and swept the next, helping keep roads cleaner. Motorcyclists and bicyclists were cautioned to use extra care, and delays should be expected until striping is complete.

The project was advertised for two weeks, and three (3) bids were received and opened on April 14, with Poe Asphalt Paving submitting the lowest total bid of \$883,288. The project will be funded through the existing overlay/chipseal budget and reserved funds for Coeur d'Alene Lake Drive. Mr. Feusier recommended awarding both the base bid and alternate for the 2026 chip seal project to Poe Asphalt Paving for \$883,288.

DISCUSSION: Councilmember Wood asked confirmation if there were funds set aside for Coeur d'Alene Lake Drive. Mr. Feusier recalled that approximately \$600,000 was set aside for maintenance of that section of roadway. He confirmed that the funds remain available and were intended specifically for ongoing road maintenance. He noted that he has previously requested permission to use a portion of the funds for related improvements, such as upgrading signal push buttons, and reiterated that as maintenance needs arise, he brings requests forward for approval. Mayor Gookin added that this money is restricted fund balance.

Councilmember Miller asked how the public would be informed about the timing and sequencing of chip seal work and whether road closures would occur concurrently or consecutively, noting concerns about congestion on busy corridors like Ramsey Road. Mr. Feusier explained that the chip seal project would be conducted continuously, street by street, over roughly one to two weeks. Information about affected roads and timing will be shared through the City website, local media, and CDA-TV, and contractors will post advance notification signs before entering each area. Because chip sealing requires daytime temperatures, the work cannot be done at night. Mr. Feusier noted that the exact timing of the chip seal project has not yet been finalized, as a coordination meeting with the contractor will take place after Council approval. While the contractor has

tentatively forecasted a mid-July start, the City generally considers mid-June through mid-August to be the optimal window for this type of work due to favorable weather conditions.

MOTION: Motion by Miller, seconded by Wood, to approve **Resolution No. 26-035** – Approving a Contract with Poe Asphalt Paving, Inc. for the 2026 Chipseal Project, in an amount not to exceed \$883,288.00.

ROLL CALL: Miller Aye; Gabriel Aye; Sheckler Aye; English Aye; Wood Aye; Evans Aye.
Motion carried.

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

The meeting ended at 7:05 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

May 11, 2026
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Renata McLeod, Municipal Services Director
Melissa Tosi, Director, Human Resources
Interim Chief Dave Hagar, Police Department
Mike Becker, Capital Program Manager, Wastewater
Mike Anderson, Wastewater Director

Item 1. Repeal of Chapter 5.64, Coeur d'Alene Municipal Code, Amusement Machines and Arcades.
(Agenda)

Renata McLeod, Municipal Services Director requests City Council consideration to repeal Chapter 5.64 of the Coeur d'Alene Municipal Code, entitled "Amusement Machines and Arcades." Ms. McLeod explained that the arcade regulations were enacted in 1982 and that the City has not issued an arcade license for at least 15 years. The purpose of the Code was originally to ensure safe places for youth to play arcade games; however, the Code only required a background check for the facility owner. Ms. McLeod further noted that there are very few current business models that would qualify as an arcade and that similar businesses in Spokane Valley and Hayden are treated as standard commercial businesses and are not subject to licensing or background check requirements. Ms. McLeod also stated that the Code no longer serves a legitimate function and recommended repeal of Chapter 5.64. and noted that codification costs associated with the repeal would be minimal.

MOTION: by English, seconded by Wood, to recommend that Council repeal Chapter 5.64, Coeur d'Alene Municipal Code entitled Amusement Machine and Arcades. Motion Carried.

Item 2. Approval of a Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc. for the 4th of July Parade and Fireworks Show for 2026, 2027, and 2028.
(Consent)

Renata McLeod, Municipal Services Director, requests the Council approve a proposed Memorandum of Understanding (MOU) with the Coeur d'Alene Regional Chamber of Commerce for the 2026–2028 4th of July Parade and Fireworks Show. Ms. McLeod explained that Council previously directed staff to pursue agreements with sponsors of large special events to clarify responsibilities and address traffic control, volunteers, signage, certified flaggers, and additional event-related costs. Ms. McLeod noted that the proposed MOU is similar to prior agreements, with added clarifications following last year's event to better define the responsibilities of the City and the Chamber. She further explained that the Streets and Engineering Department developed the traffic safety plan in compliance with Manual on Uniform Traffic Control Devices (MUTCD) standards and worked with the Chamber to reduce volunteer needs and provide flagger certification training. She noted that staff reviewed the proposed event fees of \$866.25 for 2026, \$909.56 for 2027, and \$955.00 for 2028, along with a refundable \$1,000.00 damage deposit each year and noted that fees must remain reasonably related to actual City costs. She also reviewed estimated event-related costs, noting that the Chamber incurred approximately \$77,399.60

in expenses and volunteer contributions for the 2025 event, while City costs totaled approximately \$68,296.00 across Police, Fire, Streets, and Parks Departments, for the entire day.

Councilmember Wood acknowledged the inclusion of an escalator clause and noted appreciation for its necessity. She stated that while the event represents a significant expense and places demands on employees, it is also an expected public cost given that the community anticipates and values the Fourth of July celebration. She further noted that costs are shared with the Chamber and emphasized that, in her view, this is an ongoing annual expense due to the nature of the event and the identity of the community.

Councilmember English also noted that the broader benefits of the event to the community were significant, despite impacts such as increased traffic. He inquired about the cost association with the Kiddies Parade held the day prior to the main event. Ms. McLeod noted that the Kiddies Parade is handled by the City's Recreation Department noting that the event has a relatively low impact overall; however, she acknowledged that the Streets and Engineering departments may have a different perspective due to operation demands. She explained that although the event is short in duration, it still requires a significant level of preparation, including the placement of barricades on side streets to ensure public safety and protect participants in the Kiddie Parade.

MOTION: by English, seconded by Wood, to recommend that Council approve the proposed Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., for the 4th of July parade and fireworks show for 2026, 2027, and 2028. Motion Carried.

Item 3. Personnel Rule Amendment to Rule 27 – FLSA Exempt Employees.
(Consent)

Melissa Tosi, Director of Human Resources, presented proposed amendments to Rule 27 regarding FLSA Exempt Employees. Ms. Tosi explained that the updates are needed to reflect current job titles, newly approved exempt classifications, general housekeeping changes, and revisions related to the recently approved Fire Department reorganization.

She noted that the amendments would remove the longstanding requirement that exempt employees to reside within a 20-minute driving response time to the City limits, citing regional housing challenges and the lack of operational necessity for the listed exempt positions. She also reviewed proposed changes to vacation accruals, increasing entry-level accrual from 8 hours to 10 hours per month to align with recent labor agreement changes, improving recruitment efforts, and maintaining internal equity. Additionally, vacation and sick leave accruals would reset at the start of the City's fiscal year due to the City's bi-weekly payroll schedule.

Ms. Tosi further explained that, as part of the Fire Department reorganization, the Assistant Fire Chief and Fire Marshal positions would be added to the social security exemption language and made eligible for on-call compensation due to participation in the monthly on-call rotation. She stated that the proposed amendments had been reviewed by the Executive Team and posted for employee review. She added that there would be no additional costs associated with the rule amendments, as costs related to the Fire Department reorganization had already been approved by Council.

Councilmember Wood requested clarification regarding the benefits section, asking whether the change from eight-hour to ten-hour workdays had already been negotiated or if Council approval was still required. Mrs. Tosi responded that the change had been negotiated and approved by the Lake City Employee Association during

the most recent negotiations. Mrs. Tosi further explained that Council approval was required to update the FLSA-exempt language, which would align directors' schedules with those of other staff. She noted that current language reflects with-hour workdays for directors, and the proposed change would update this to 10-hours.

MOTION: by Wood, seconded by English, to recommend that Council approve the amendments to Personnel Rule 27 – FLSA Exempt Employees. Motion Carried.

Item 4. Approval of repair / replacement of six gate operators for the Police department in the amount of \$27,000.00.

(Consent)

Dave Hagar, Interim Police Chief, presented a request for City Council approval of \$27,000 to repair and replace gate operators at the Police Department secure parking lot. Interim Chief Hagar explained that the electronic gate controls, originally installed in the late 1990s, have required multiple repairs over the years and were recently damaged during a windstorm, causing the gates to swing freely open. He reported that fence automation professionals determined that six gate operators require replacement because parts for the existing obsolete equipment are no longer available. He also noted that the City's building maintenance team attempted repairs and confirmed the need for full replacement. Two quotes were obtained, and no other local companies contacted were able to perform the required work.

Interim Chief Hagar further explained that the fencing system is necessary to maintain a secure parking area for law enforcement personnel and partners and is required under FBI Criminal Justice Information Services (CJIS) security standards related to physical and environmental protection.

Councilmember Wood expressed support of the proposed security gate, noting that fencing and gated access at law enforcement facilities became more common following the 1997 murder of Trooper Linda Huff at the ISP building. Councilmember Wood stated that such measures are important to officer safety.

Councilmember Wood also raised concerns regarding a proposed budgeting policy discussed at a recent Executive Team meeting by the Finance Director, which would reportedly require department heads to seek Council approval before using budget savings for certain capital expenditures. She expressed concern that operational and safety-related purchases, such as rifles, turnout gear, or replacement equipment already accounted for within departmental budgets, should not require additional Council approval.

Councilmember Wood expressed opposition to implementing policy changes prior to formal Council review and approval. She emphasized the importance of involving Department Heads in the policy development process. She also expressed concern regarding potential mid-year changes to established budgeting practices and the possibility of delaying necessary operational purchases. She concluded by stating support for allowing departments to utilize existing budget savings for necessary capital and operational expenses.

Councilmember English agreed that the requested expenditure should have been addressed earlier and stated that the amount involved in this request was minimal. He emphasized support for allowing Department Heads to manage operational matters within their approved budgets and cautioned against unnecessary micromanagement by Council noting departments should be allowed to perform the duties for which they were hired.

Councilmember Wood noted that several Department Heads had not received information identifying the amount they were expected to reserve within their budgets for retirement-related salary savings, making it difficult to distinguish those funds from other available savings for capital projects. A request was made for staff to provide each department with the applicable figures.

MOTION: by Wood, seconded by English, to recommend that Council approve the repair/replacement of six gate operators for the Police Department in the amount of \$27,000.00. Motion Carried.

Item 5. Approval to declare three (3) police vehicles as surplus and authorization for the items to be sold at auction.

(Consent)

Dave Hagar, Interim Police Chief, presented a request for City Council to declare three (3) Police Department vehicles as surplus and authorize their sale at auction. Interim Chief Hagar reviewed the vehicles, including a 2014 Ford Explorer previously used as a canine vehicle; a 2013 Ford Interceptor sedan formerly used for patrol, traffic, and administration; and a 2015 Chevrolet Traverse used by Investigations and the Community Action Team. He explained that all three vehicles have significant mechanical and electrical issues, including transmission, steering, and equipment failures, and are no longer safe or serviceable for police use. He further noted that the cost of repairs would meet or exceed the vehicles' value and that the vehicles are unreliable for transfer to another department. All vehicles have been decommissioned. Interim Chief Hagar stated that the vehicles would be sold through auction, with proceeds remaining after auction fees deposited into the City's general fund.

MOTION: by English, seconded by Wood, to recommend that Council declare three police vehicles to be surplus and authorize the vehicles to be sold at auction. Motion Carried.

Item 6. Amendment No. 1 to the Professional Services Agreement with Associated Underwater Services Inc., for Wastewater Outfall Maintenance Services in the amount of \$36,658.34.

(Agenda)

Mike Becker, Capital Program Manager, Wastewater, Amendment No. 1 to the Professional Services Agreement with Associated Underwater Services (AUS), Inc., in the amount of \$36,658.35 for wastewater outfall maintenance services. Mr. Becker explained that the City's wastewater treatment facility discharges treated effluent into the Spokane River through an outfall structure constructed in 1985. The underwater inspection conducted in March 2025 identified significant sediment buildup within the outfall structure, resulting in seven of the ten discharge ports experiencing sediment intrusion and one port being fully obstructed. The condition has worsened since a 2021 inspection and has reduced the system's discharge capacity to approximately 50% of its original design capacity. Mr. Becker further explained that the wastewater facility experienced peak flows exceeding 6.0 million gallons per day during storm events last year, creating concerns regarding system reliability. He stated that the proposed amendment would authorize sediment removal, limited riverbed regrading, and replacement of corroded retainer rings and flexible diffusers to restore hydraulic capacity and improve long-term operations. Mr. Becker also noted that the U.S. Army Corps of Engineers and Idaho Department of Environmental Quality determined that the work qualifies as a minor activity and does not require additional permitting. He explained that the amendment is a continuation of the existing agreement and complies with Idaho Code requirements for phased work under an existing contract. Lastly, he noted that AUS

has prior experience performing specialized underwater maintenance work for the City and that services are expected to be completed by September 15, 2026.

MOTION: by Wood, seconded by English, to recommend that Council approve Amendment No. 1 to the Professional Services Agreement with Associated Underwater Services, Inc., in the amount of \$36,658.35, for Wastewater Outfall Maintenance Services. Motion Carried.

Item 7. Professional Services Agreement with J-U-B Engineers, Inc. for the 2026 Water Resource Recovery Facility (WRRF) Plan Update in the amount of \$1,278,800.00.

(Agenda)

Mr. Becker requested that the Council approve a Professional Services Agreement (PSA) with J-U-B Engineers, Inc. in the amount of \$1,278,800.00 for the Wastewater Department's 2026 Facility Plan Update.

He explained that the Facility Plan provides a long-term framework for expansion of the City's Water Resource Recovery Facility (WRRF) and identifies near-term improvements needed to maintain permit compliance and meet future capacity demands. The updated plan is intended to guide wastewater system planning for the next 10 to 20 years and support eligibility for low-interest funding through the Idaho Department of Environmental Quality State Revolving Fund program.

Mr. Becker reported that, in accordance with Idaho Code § 67-2320, the City issued a Request for Qualifications for the project. Proposals were received on November 25, 2025, and an evaluation committee reviewed and scored the submissions. Mr. Becker stated that J-U-B Engineers, Inc. was selected as the highest-ranked firm, and negotiations resulted in the proposed scope of services and fee.

Mr. Becker noted that J-U-B has extensive experience with regional wastewater planning and has previously completed the City's Sewer Collection System Master Plans and Compost Facility Plans, as well as similar work for neighboring jurisdictions. He explained that this experience, along with prior work for the City, makes J-U-B well qualified to complete the Facility Plan Update.

Mr. Becker further stated that the City's wastewater system must comply with regulatory requirements to protect water quality in the Spokane River and that the updated Facility Plan is critical to ensure continued efficient and compliant operation of the WRRF. He confirmed that sufficient budget authority exists within the 2025/26 and 2026/27 fiscal years to fund the agreement.

Councilmember Wood thanked Mr. Becker for the presentation and commented that the proposal appeared to be strategic long-term plan. Clarification was requested regarding whether the dollar amount reflected the total project cost or only the current year's budget allocation. Mr. Becker confirmed that the amount represented the total project cost and that work would continue into the following fiscal year. Councilmember Wood expressed support for the project, noting the importance of long-term planning and stating that the work needed to be completed.

MOTION: by Wood, seconded by English, to recommend that Council approve a Professional Services Agreement with J-U-B Engineers, Inc., for the Wastewater Department's 2026 Facility Plan Update in the amount of \$1,278,800.00. Motion Carried.

Recording of the meeting can be found at:

https://www.youtube.com/live/E4j-Q72h_yo?si=79gvA1YUB10beY2w

The meeting adjourned at 12:36 p.m.

Respectfully submitted,

Juanita Knight

Senior Legal Assistant

Recording Secretary

DRAFT

CITY COUNCIL COMMITTEE STAFF REPORT

DATE: May 19, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-26-02, Vacation of a portion of alley right-of-way, the 6' strip adjoining the east boundary line of Tax Number 25369, a portion of the South ½ of Lot 2, Block A, and Lot 3, Block A, Sanders Addition to Coeur d'Alene.

DECISION POINT

The applicants, Joseph E. Morris & Lynn J. Morris and Matt & Mary Weigand, are requesting the vacation of alley right-of-way that adjoins the east boundary line of their property on 11st Street (304 & 312 11st Street).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Sanders Addition plat in 1890.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 485 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the landowner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 6' foot strip of land to improve property usability. The property to the north, Lot 1 & the North ½ of Lot 2, was vacated by council in 2018. The Wastewater Department was contacted, regarding access to the sewer main in the alley, and gave approval of the vacation. All franchise utility easements will remain in place. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Council to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on June 2, 2026.

RECORD OF SURVEY
 LOTS 1-3, BLOCK A, SANDERS ADDITION TO CDA
 N.E. 1/4, SECTION 24, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ No. _____
 At _____ minutes past _____ o'clock _____ M. Date: _____
 STATE OF IDAHO, COUNTY OF KOOTENAI
 AT THE REQUEST OF: MECKEL ENGINEERING & SURVEYING
 JENNIFER LOCKE (CLERK)
 Fee \$ _____ By _____ Deputy

MULLAN AVE.

BASIS OF BEARING

BASIS OF BEARING - NORTH 00°46'53" EAST, ALONG THE WEST LINE OF LOTS 1-3, OF SANDERS ADDITION TO COEUR D'ALENE, BETWEEN A FOUND 5/8 INCH DIAMETER IRON ROD, MKD PLS 5289, AT THE S.W. CORNER OF SAID LOT 3, AND A FOUND 5/8 INCH DIAMETER IRON ROD, MKD PLS 5289, AT THE N.W. CORNER OF SAID LOT 1, AS SHOWN HEREON.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED TO RECOVER OR REPLACE THE CORNER MONUMENTS OF THE S.1/2 OF LOT 2, AND LOT 3, BLOCK A, OF SANDERS ADDITION TO COEUR D'ALENE AND MONUMENT THE 6 FOOT BY 6 FOOT VACATED RIGHT OF WAY OF THE ALLEY WAY, EAST OF TAX NO. 25369 AND MONUMENT THE 6 FOOT BY 75 FOOT VACATED RIGHT OF WAY OF THE ALLEY WAY ALONG THE EAST LINES OF THE S.1/2 OF LOT 2 & LOT 3, AS SHOWN HEREON.

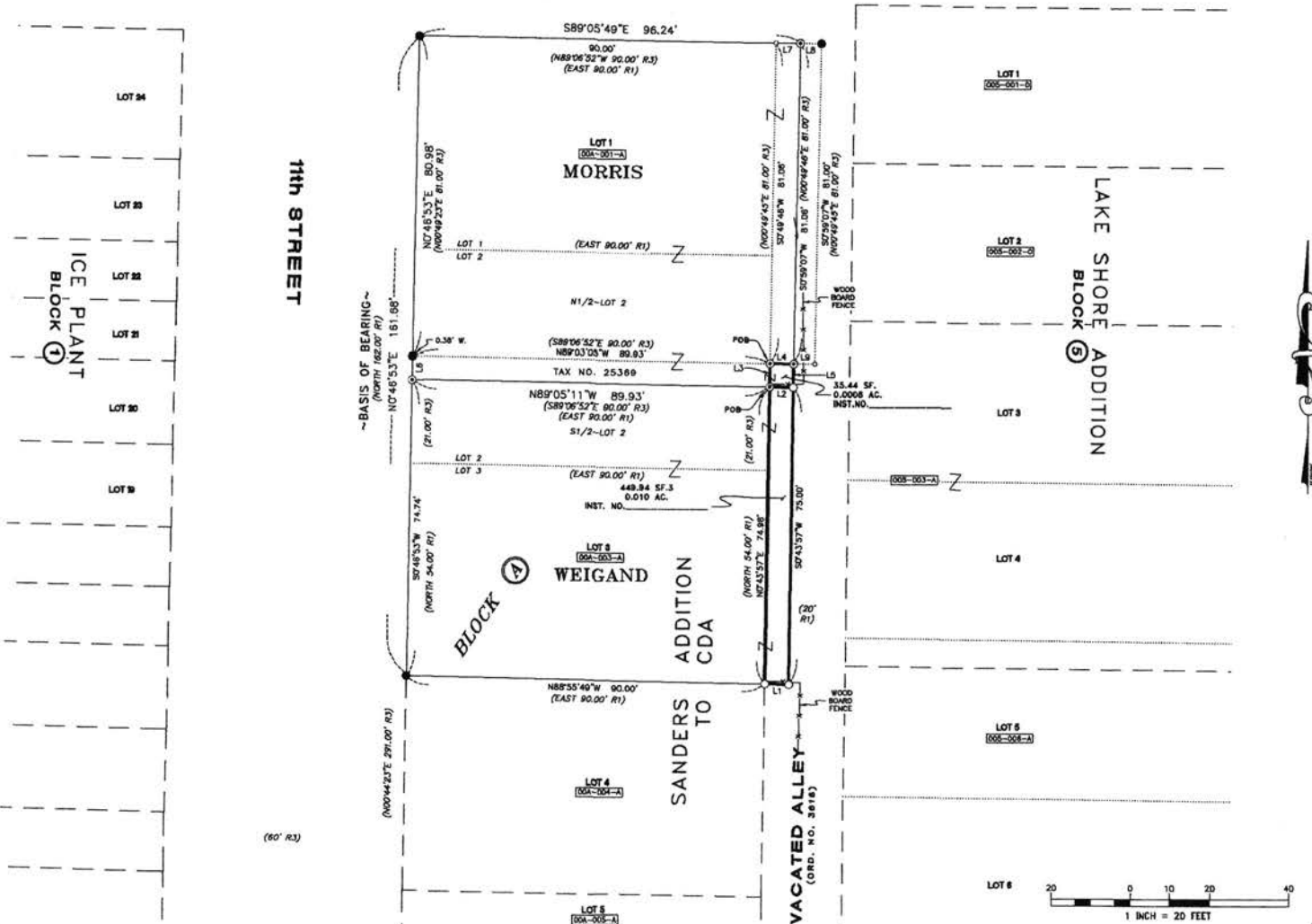
SURVEYS OF RECORD

- R1) BOOK A-DEEDS, PG. 143F JULY 1890 (SANDERS ADDITION TO COEUR D'ALENE)
- R2) E.L. GERRISH PLS _____ APRIL 1907 BK. B, PG. 128. (LAKE SHORE ADDITION TO COEUR D'ALENE)
- R3) R. HONSAKER PLS 5289 SEPT. 2018 BK. 30, PG. 288.

BOUNDARY LEGEND

- FD. AN IRON ROD, 5/8 IN. DIAM., WITH CAP, MKD. PLS 5289 EXCEPT AS NOTED.
- SET AN IRON ROD, 5/8 IN. DIAM., WITH PLASTIC CAP MKD. PLS 6374.
- ⊙ FD. AN IRON ROD 1/2 IN. DIAM., WITH CAP, MKD. PLS 5289 EXCEPT AS NOTED.
- CALCULATED POSITION (NOTHING FOUND OR SET)
- (R) SURVEYS OF RECORD
- OTHERS AS NOTED

LINE TABLE		PER R3		
LINE #	BEARING	DIST.	BEARING	DISTANCE
L1	S88°55'49"E	6.00	-----	-----
L2	S89°05'11"E	6.00	-----	-----
L3	N00°48'00"E	5.90	N00°41'27"E	6.00' R3)
L4	N89°03'00"W	6.02	S89°06'52"E	6.00' R3)
L5	N00°59'07"E	5.89	-----	-----
L6	S00°48'53"W	5.95	S00°44'23"W	6.00' R3)
L7	N89°05'49"W	6.24	N89°06'52"W	6.00' R3)
L8	N89°05'49"W	5.34	N89°06'52"W	5.57' R3)
L9	N89°44'26"W	5.34	S89°06'52"E	5.57' R3)



NOTE: THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY. ITEMS SUCH AS BUILDINGS, ROADS AND FENCES IF SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SCALE: 1" = 20'	DRAWN: ASG	JOB NO: 25068
DATE: JANUARY 14, 2026	CHECKED: SMR	OWG FILE: MOR-25068-ROS
		CREW: TB, DG, DB & BR

MECKEL ENGINEERING & SURVEYING
 7800 N. GOVERNMENT HWY., COEUR D'ALENE, IDAHO 83815 (208)867-4638

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR JOSEPH AND LYNN MORRIS.
 Scott M. Rasor
 PLS NO. 6374 DATE 01/14/2026



RECORD OF SURVEY
 LOTS 1-3, BLOCK A, SANDERS ADDITION TO CDA
 N.E. 1/4, SECTION 24, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

oriani



Lakeside
Massage

E MULLAN AVE

S 11TH ST



AREA OF
VACATION
REQUEST

3D



**City of Coeur d'Alene
Cash and Investments
4/30/2026**

Description	Balance
U.S. Bank	
Checking Account	\$ 310,068
Checking Account	94,138
Checking Account	2,799,566
Investment Account - Police Retirement	467,856
Investment Account - Cemetery Perpetual Care Fund	1,338,420
Idaho State Investment Pool	
State Investment Pool Account	61,537,186
State Investment Pool Account - Bond Proceeds	9,548,771
Spokane Teacher's Credit Union	
Certificate of Deposit	4,528,438
Numerica Credit Union	
Certificate of Deposit	14,337,318
Money Market	17,326,257
Cash on Hand	
Treasurer's Change Fund	1,350
Total	\$ 112,289,370

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND NAME	BALANCE 3/31/26	RECEIPTS	DISBURSEMENTS	BALANCE 4/30/26	4/30/2025
General-Designated	\$ 3,371,758			3,371,758	\$ 2,582,387
General-Undesignated	13,460,837	14,432,477	14,059,001	13,834,313	15,637,243
Special Revenue:				-	
Library	364,788	20,264	177,145	207,908	106,797
CDBG	(30,493)	35,494	13,942	(8,941)	(12,684)
Cemetery	(120,485)	24,650	40,124	(135,960)	54,017
Parks Capital Improvements	1,991,309	87,249	86,925	1,991,633	1,372,679
Impact Fees	9,844,551	282,120	-	10,126,670	8,171,817
Annexation Fees	1,053,576	881	-	1,054,457	1,015,748
American Recovery Plan	-	-	-	-	1,857,213
Cemetery P/C	1,359,506	11,008	4,140	1,366,374	1,287,717
Jewett House	158,990	5,289	14,278	150,002	114,652
Street Trees / Reforestation	136,251	5,019	30,116	111,154	178,278
Public Art Fund	32,038	195	40	32,193	69,039
Public Art Fund - ignite	445,796	309	-	446,105	417,643
Public Art Fund - Maintenance	189,958	434	30	190,362	184,549
Debt Service:				-	
2015 G.O. Bonds	926,077	13,885	-	939,962	674,435
Capital Projects:				-	
Street Projects	3,094,040	27,174	1,046	3,120,168	4,863,308
2025 Fire Department Bond	9,317,448	30,468	195,609	9,152,306	-
Riverstone Mill Site Project	-	-	-	-	-
Enterprise:					
Street Lights	125,657	71,228	139,690	57,195	67,173
Water	3,895,949	2,514,900	390,146	6,020,703	3,422,993
Water Capitalization Fees	8,849,419	197,360	2,122,453	6,924,325	6,910,796
Wastewater	26,265,008	3,558,954	1,154,081	28,669,881	21,553,040
Wastewater-Equip Reserve	-	-	-	-	-
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	6,696,000
WWTP Capitalization Fees	13,470,158	415,426	2,281,075	11,604,510	9,769,039
WW Property Mgmt	74,104	3,440	-	77,544	72,766
Sanitation	952,402	585,899	558,731	979,570	743,342
Public Parking	2,503,437	84,670	12,538	2,575,569	1,414,047
Drainage	1,176,375	91,184	86,337	1,181,223	1,087,035
Wastewater Debt Service	6,105	315,782	-	321,887	1,018,039
Fiduciary Funds:					
Kootenai County Solid Waste Billing	322,893	302,830	322,893	302,830	294,056
KCEMSS Impact Fees	6,138	6,755	-	12,893	7,137
Police Retirement	494,090	14,659	25,372	483,376	474,442
Sales Tax	4,139	4,474	4,139	4,475	4,076
BID	413,841	4,459	-	418,301	412,791
Homeless Trust Fund	668	492	669	491	541
City Employee - Fundraised for Events	8,121	25	13	8,133	-
GRAND TOTAL	\$ 110,860,451	\$ 23,149,451	\$ 21,720,532	\$ 112,289,370	\$ 92,522,148

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED

April 30, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$ 277,659	\$ 161,864	58%
	Services/Supplies	9,150	4,981	54%
Administration	Personnel Services	257,089	258,766	101%
	Services/Supplies	2,590	1,143	44%
Finance	Personnel Services	882,574	517,339	59%
	Services/Supplies	1,031,103	1,021,868	99%
Municipal Services	Personnel Services	1,897,474	1,070,083	56%
	Services/Supplies	1,176,287	772,232	66%
	Capital Outlay		-	
Human Resources	Personnel Services	406,714	238,400	59%
	Services/Supplies	141,405	82,904	59%
Legal	Personnel Services	1,371,251	746,277	54%
	Services/Supplies	76,000	30,236	40%
Planning	Personnel Services	771,180	452,312	59%
	Services/Supplies	43,200	20,214	47%
	Capital Outlay	-		
Building Maintenance	Personnel Services	647,043	298,477	46%
	Services/Supplies	261,950	153,074	58%
	Capital Outlay	20,000	3,725	19%
Police	Personnel Services	18,993,740	10,640,052	56%
	Services/Supplies	2,121,325	1,092,028	51%
	Capital Outlay	350,500	611,094	174%
Fire	Personnel Services	13,884,452	8,876,157	64%
	Services/Supplies	1,159,340	490,320	42%
	Capital Outlay	-	30,248	
General Government	Services/Supplies	70,810	960	1%
	Capital Outlay		-	
Police Grants	Personnel Services	567,458	320,187	56%
	Services/Supplies	-	2,050	
	Capital Outlay	-	42,775	
Streets	Personnel Services	3,771,643	2,136,537	57%
	Services/Supplies	3,104,350	770,218	25%
	Capital Outlay	140,000	67,250	48%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Parks	Personnel Services	2,292,543	1,180,041	51%
	Services/Supplies	796,350	339,518	43%
	Capital Outlay	170,000	127,313	75%
Recreation	Personnel Services	678,589	374,189	55%
	Services/Supplies	160,250	57,659	36%
Building Inspection	Personnel Services	1,124,512	665,240	59%
	Services/Supplies	55,536	25,413	46%
	Capital Outlay	-	-	
Total General Fund		58,714,062	33,683,143	57%
Library	Personnel Services	1,699,077	896,021	53%
	Services/Supplies	231,000	137,500	60%
	Capital Outlay	210,000	106,894	51%
CDBG	Personnel Services	114,379	66,644	58%
	Services/Supplies	228,592	74,836	33%
Cemetery	Personnel Services	183,493	172,232	94%
	Services/Supplies	147,927	73,133	49%
	Capital Outlay	35,000	4,664	13%
Impact Fees	Services/Supplies	-	-	
Annexation Fees	Services/Supplies	580,000	-	0%
Parks Capital Improvements	Capital Outlay	781,100	137,865	18%
Cemetery Perpetual Care	Services/Supplies	19,700	18,015	91%
Jewett House	Services/Supplies	33,115	34,454	104%
Street Trees	Services/Supplies	137,000	78,415	57%
Public Art Fund	Services/Supplies	201,000	37,237	19%
Total Special Revenue Funds		4,601,383	1,837,911	40%
Debt Service Fund		1,791,067	310,817	17%
2025 Fire Bond Expenditures		16,336,161	6,609,800	40%
Atlas - Kathleen to Newbrook	Capital Outlay	-	-	
Traffic Calming	Capital Outlay	40,000	-	0%
Public Transit Sidewalk Accessibility	Capital Outlay	-	-	
Ramsey Road Rehabilitation	Capital Outlay	-	-	
15th Street	Capital Outlay	2,300,000	20,099	1%
LHTAC Pedestrian Safety	Capital Outlay	-	-	
Atlas Waterfront Project	Capital Outlay	-	-	

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Wilbur / Ramsey Project	Capital Outlay	-	22,252	
Government Way	Capital Outlay	100,000	1,590	2%
LaCrosse Ave. Improvements	Capital Outlay	-	-	
		<u>2,440,000</u>	<u>43,941</u>	<u>2%</u>
Street Lights	Services/Supplies	883,820	428,107	48%
Water	Personnel Services	3,179,931	1,728,557	54%
	Services/Supplies	5,961,714	1,120,136	19%
	Capital Outlay	7,309,590	637,531	9%
Water Capitalization Fees	Services/Supplies	3,220,000	-	0%
Wastewater	Personnel Services	3,387,820	2,066,585	61%
	Services/Supplies	8,978,571	1,990,136	22%
	Capital Outlay	10,926,000	700,634	6%
	Debt Service	5,542,989	1,175,591	21%
WW Capitalization	Services/Supplies	5,350,000	-	0%
WW Property Management	Services/Supplies	-	-	
Sanitation	Services/Supplies	5,625,199	2,692,072	48%
Public Parking	Services/Supplies	1,759,020	221,070	13%
	Capital Outlay	75,000	-	0%
Drainage	Personnel Services	253,798	151,994	60%
	Services/Supplies	1,358,154	379,263	28%
	Capital Outlay	640,000	189,127	30%
Total Enterprise Funds		<u>64,451,606</u>	<u>13,480,804</u>	<u>21%</u>
Kootenai County Solid Waste		3,270,000	1,942,152	59%
KCEMSS Impact Fees		55,000	19,318	35%
Police Retirement		149,000	89,386	60%
Business Improvement District		131,200	100,000	76%
Homeless Trust Fund		6,000	4,218	70%
City Employee - Fundraised for Events		-	216	
Total Fiduciary Funds		<u>3,611,200</u>	<u>2,155,290</u>	<u>60%</u>
TOTALS:		<u>\$ 151,945,479</u>	<u>\$ 58,121,705</u>	<u>38%</u>

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – October 31 Annually

New applications or renewals with changes will be submitted to City Clerk for approval.
Fees are due with the application.

Please mark the appropriate seating location below:

Seating on Private Property

Seating on Public Right of Way

**Encroachment Permit and additional insurance required*

Name of Eating Establishment: JIMMY'S DOWN THE STREET
 Applicant's Name: JIM PORTER Phone Number: _____
 Contact Person: _____ Phone Number: _____
 Cell Phone: _____ Email: _____
 Physical Address: 1613 E SHERMAN AVE City/State/Zip: CDA 83814
 Mailing Address: _____ City/State/Zip: " "
 What address should be used for legal notices: HOME

Is this a home address? Yes No

Completed Application New Renewal
 Change in ownership or type of use? No Yes
 Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license? No Yes
If yes, on your State of Idaho alcohol license do you have a restaurant designation? No Yes
 Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served? No Yes
 What hours/days is the full menu available? Start 6 AM End 2 PM Days 7

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

- Show table sizes and chair placement, distance from building (side street 24" tables maximum).
- Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc. (48" clearance required)
- What is width of sidewalk from property line to curb?
- Please show location of refuse receptacle and disposal of cigarette remains.

[] If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$500,000.00).

[] If within the City sidewalk or City property, complete a signed encroachment application.

FEES

Number of Seats x \$65.12 per seat (Sewer Cap Fee) 12 = \$ 781.44
**Fee required if not previously included in your original sewer rate seat count.*

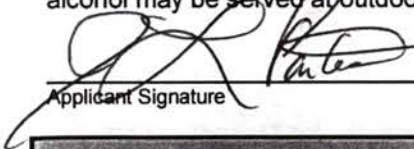
If located on a sidewalk or City property, the encroachment fee is \$137.81 + \$ N/A

TOTAL DUE \$ 781.44

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property:

- If serving alcohol, submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts, and barriers to any obstacles including curbs, trees, grates, benches, etc.
- Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter, at owner's expense, after obtaining City Council approval (*see attached policy*)
- "No Alcohol Beverage Beyond this Point" signs installed at exits
- Umbrellas must be included on the site plan. NOTE: They must be taller than 8 feet and not hang over the stanchions and into the right of way.

I have read the outdoor eating policy and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.


Applicant Signature

5-1-26
Date

Internal Use Only

Reviewed and approved on: _____ By: _____

Issued By: _____ Date: _____

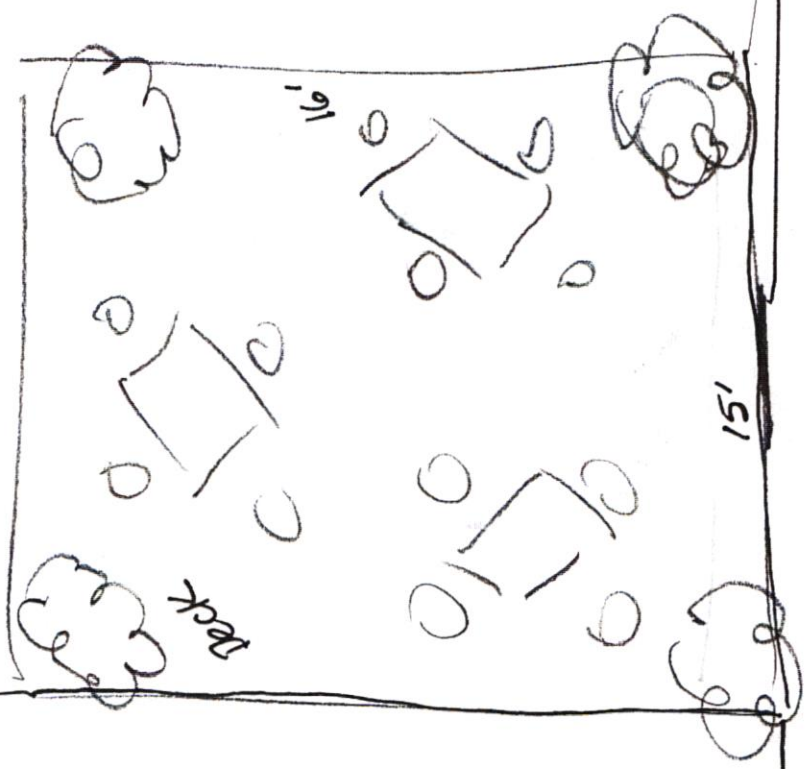
Conditions: _____

Denied due to: _____

Date: _____

Timmy's

12 SEATS



neck

15'

Timmy's

DOOR

SIDEWALK

STRESSOR



City of Coeur d'Alene

Municipal Services Department

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

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 - October 31 Annually

New applications or renewals with changes will be submitted to City Clerk for approval. Fees are due with the application.

Please mark the appropriate seating location below:

[] Seating on Private Property

[X] Seating on Public Right of Way
*Encroachment Permit and additional insurance required

Name of Eating Establishment: The Coral Cafe

Applicant's Name: Daniel Griffin

Phone Number:

Contact Person: Daniel Griffin

Phone Number:

Cell Phone:

Email:

Physical Address: 1524 E Sherman Ave

City/State/Zip: CDA ID 83814

Mailing Address: 1524 E Sherman Ave

City/State/Zip: CDA ID 83814

What address should be used for legal notices: 1524 E. Sherman Ave CDA ID 83814

Is this a home address? Yes [] No [X]

Completed Application

[X] New

[] Renewal

Change in ownership or type of use?

[X] No

[] Yes

Please specify

Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license?

[X] No

[] Yes

If yes, on your State of Idaho alcohol license do you have a restaurant designation?

[] No

[] Yes

going to get beer + wine license.

Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served?

[] No

[X] Yes

What hours/days is the full menu available? Start 6am End 2pm Days 7 days.

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

- [] Show table sizes and chair placement, distance from building (side street 24" tables maximum).
[] Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc. (48" clearance required)
[] What is width of sidewalk from property line to curb?
[] Please show location of refuse receptacle and disposal of cigarette remains.

- [] If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$500,000.00).
- [] If within the City sidewalk or City property, complete a signed encroachment application.

FEES

Number of Seats x \$65.12 per seat (Sewer Cap Fee) 18 = \$ 1,172.16
**Fee required if not previously included in your original sewer rate seat count.*

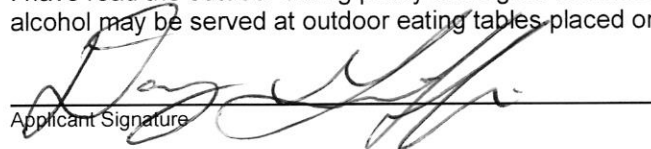
If located on a sidewalk or City property, the encroachment fee is \$137.81 + \$ 137.81

TOTAL DUE \$ 1309.97

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property:

- If serving alcohol, submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts, and barriers to any obstacles including curbs, trees, grates, benches, etc.
- Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter, at owner's expense, after obtaining City Council approval (*see attached policy*)
- "No Alcohol Beverage Beyond this Point" signs installed at exits
- Umbrellas must be included on the site plan. NOTE: They must be taller than 8 feet and not hang over the stanchions and into the right of way.

I have read the outdoor eating policy and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.

Applicant Signature 

Date 5-11-26

Internal Use Only

Reviewed and approved on: _____ By: _____

Issued By: _____ Date: _____

Conditions: _____

Denied due to: _____

Date: _____

CITY OF COEUR D'ALENE
710 E. Mullan Avenue
Coeur d'Alene, ID 83814-3958
(208) 769-2229

HOLD HARMLESS AGREEMENT

I (WE) (APPLICANT) Daniel Griffin

IN CONSIDERATION FOR AN OUTDOOR EATING PERMIT LOCATED AT

(ADDRESS) 1524 E. Sherman Ave. CDA ID 83814

HEREBY AGREES TO SAVE AND HOLD THE CITY OF COEUR D'ALENE HARMLESS FROM ALL CLAIMS FOR PROPERTY DAMAGE, BODILY OR PERSONAL INJURY, DEATH, OR OTHER LOSS OR DAMAGE RESULTING FROM THE ACTIONS OR OMISSIONS OF

APPLICANT: Daniel Griffin

DOING BUSINESS AS: The Coral Cafe

HIS/HER AGENTS, EMPLOYEES, OR ASSIGNS, IN THE OPERATION, MAINTENANCE, OR PERFORMANCE OF THIS OUTDOOR EATING PERMIT ON CITY PROPERTY OR PUBLIC RIGHT-OF-WAY IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

The Coral Cafe
NAME OF BUSINESS

[Signature] 5-11-26
SIGNATURE DATE

owner.
TITLE

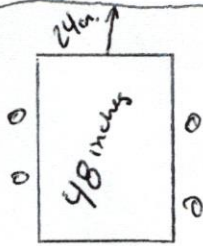
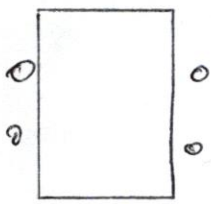
Sherman Avenue

13'2" to curb

no alcohol permitted beyond this point.

7'2"

7'2"



Stanchions

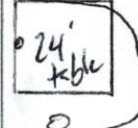
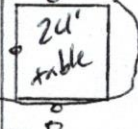
14'3"

9'6" imbedment Stanchions

Grass

16th Street

tree



Grass

4 FT

4 FT

building to curb

13'2" to curb

8'0" building to grass.

tree

Refuse receptacle.



RESOLUTION NO. 26-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC., FOR THE 4TH OF JULY PARADE AND FIREWORKS SHOW FOR 2026, 2027, AND 2028; AMENDMENTS TO RULE 27 OF THE CITY OF COEUR D'ALENE PERSONNEL RULES REGARDING FLSA EXEMPT EMPLOYEES; A NON-BUDGETED ALLOCATION IN THE AMOUNT OF \$27,000.00 TO JB FENCING FOR THE REPAIR AND REPLACEMENT OF SIX (6) GATE OPERATORS AT THE POLICE DEPARTMENT; AND DECLARATION AS SURPLUS OF A 2014 FORD EXPLORER, A 2013 FORD INTERCEPTOR, AND A 2015 CHEVROLET TRAVERSE AND THE SALE OF SAID VEHICLES AT AUCTION.

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

- A) Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., for the 4th of July Parade and Fireworks Show for 2026, 2027, and 2028;
- B) Amend Rule 27 of the City of Coeur d'Alene Personnel Rules regarding FLSA Exempt Employees;
- C) Approve a non-budgeted allocation in the amount of \$27,000.00 to JB Fencing for the repair and replacement of six (6) gate operators at the Police Department;
- D) Declare that a 2014 Ford Explorer, a 2013 Ford Interceptor, and a 2015 Chevrolet Traverse are surplus property and authorize the sale of said vehicles at auction;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Memorandum of Understanding and take the other actions for the subject matter as set forth in substantially the form attached hereto as Exhibits "A" through "D" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City

Attorney are hereby authorized to modify said Memorandum and the other actions, so long as the substantive provisions of the Memorandum and the other actions remain intact.

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

DATED this 19th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER SHECKLER	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**GENERAL SERVICES
STAFF REPORT**

DATE: May 11, 2026
FROM: Renata McLeod, Municipal Services Director/City Clerk
SUBJECT: Approval of a Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc. (Chamber) for the 4th of July Parade and Fireworks Show

DECISION POINT: Should Council approve the proposed Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., ("Chamber") for the 4th of July parade and fireworks show for 2026, 2027, and 2028?

HISTORY: At the July 19, 2022, Council meeting, Council requested that staff begin looking at options for entering into agreements with entities sponsoring the large special events held in the City. Agreements allow the City to negotiate with the sponsor to take on additional responsibilities, such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payments in addition to the general established fees. The City has entered into two previous agreements with the Chamber for the 4th of July event. The current proposed Memorandum of Agreement (MOU) mirrors the requirements from the prior agreements, with clarifications deemed necessary after last year's event. The MOU clarifies the roles and responsibilities to ensure there are no questions on the day of the event. The Chamber 4th of July Parade and Fireworks Show has been a long-standing tradition in the community. The Parade takes place earlier in the day followed a long break in time before the evening firework display which requires substantial traffic control to handle disbursement after the show.

The Streets and Engineering Department crafted the traffic safety plan, which will remain in place for future events in the absence of significant changes to the event or the street system. This plan satisfies the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The Streets and Engineering Department has worked with the Chamber to provide flagger certification training and limit the number of volunteers needed at non-emergency intersections. Additionally, the Department has negotiated private traffic control requirements for the Chamber so that the cost, to the Chamber, will be approximately \$11,000.00.

FINANCIAL ANALYSIS: The fee included under the proposed MOU is Eight Hundred Sixty-six and 25/100 dollars (\$866.25) for 2026, a fee of Nine Hundred Nine and 56/100 dollars (\$909.56) for 2027, and a fee of Nine Hundred Fifty-five and 56/100 dollars (\$955.00) for 2028, with a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00) in each year. There are some legal restrictions regarding covering event costs, including that the fee must be reasonably related to, and cannot be higher than, the actual costs to the City for the event. When there is a controversial political message which might offend a hostile crowd, it is unconstitutional to add to the fees the sponsor must pay. Further, a fee that is based on the

content of the message violates the First Amendment. While there are additional costs for City Departments with the 4th of July events, the Chamber has picked up additional costs as well. Last year the Chamber incurred approximately \$68,000.00 in expenses. It also estimates volunteer hours to have a value of \$9,399.60 for a total of \$77,399.60. The MOU outlines the responsibilities of the City and Chamber in order to level the amount of staff time needed for these types of community events.

The following are the City costs associated with the 2025 4th of July event, including the rental of lighting for the Park needed at the Fireworks breakup costing approximately \$1,500.00. Please note these are costs for the entire day and they are not specific to the hours of the two events that occur within the day. Police (July 3/4) \$44,835.00; Fire (July 4) \$14,000.00; Streets (July 4/5) \$2,591.00; Parks (July 3/4) \$5,370.00, for a total of \$68,296.00. Again, those costs are not just for the event time periods, but rather the days of activities within the community surrounding the 4th of July.

DECISION POINT/RECOMMENDATION: Council should approve the proposed Memorandum of Understanding with the Coeur d'Alene Regional Chamber of Commerce, Inc., (Chamber) for the 4th of July parade and fireworks show for 2026, 2027, and 2028.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF COEUR D'ALENE AND
COEUR D'ALENE REGIONAL CHAMBER OF COMMERCE, INC.
FOR
4th of JULY PARADE AND FIREWORKS SHOW**

I. PURPOSE:

This Memorandum of Understanding is between the City of Coeur d'Alene, Idaho ("CDA") and the Coeur d'Alene Regional Chamber of Commerce, Inc., ("CC"), and is intended to document the parties' understanding of, and agreement to cooperate on, the 4th of July Parade and Fireworks Show ("Event") for 2026, 2027, and 2028.

II. RECITALS:

WHEREAS, CDA is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, CC is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, CC annually sponsors the Event in downtown Coeur d'Alene; and

WHEREAS, CDA and CC recognize the need for and efficiency of a Memorandum of Understanding ("MOU") in establishing each party's expectations, as well as the roles and responsibilities of each party, for the Event; and

WHEREAS, it is the mutual desire of CDA and CC to memorialize their understanding and agreement with respect to their cooperation on the Event; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. CC hereby agrees:

1. To sponsor a Parade on Saturday, July 4, 2026, Sunday, July 4, 2027, and Tuesday July 4, 2028, and pay CDA a fee of Eight Hundred Sixty-six and 25/100 dollars (\$866.25) for 2026, a fee of Nine Hundred Nine and 56/100 dollars (\$909.56) for 2027, and a fee of Nine Hundred Fifty-five and 56/100 dollars (\$955.00) for 2028, with a refundable damage deposit of one thousand and no/100 dollars (\$1,000.00) in each year. The fee and deposit shall be paid no later than June 1 of each year;

2. To be solely responsible for the organization and operation of the Parade, except as set out in paragraph III(B) of this MOU;
3. To meet with CDA at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
4. To provide at least one (1) qualified adult (“Monitors”) to monitor and oversee the traffic barricades used for the Parade at each intersection on E. Sherman Avenue needed for emergency services, which at this time are identified as Second, Third, Fourth, Eleventh, and Fifteenth Streets, subject to modification in the traffic control plan. However, Seventh Street shall have at least two (2) qualified adult monitors. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training regarding the proper methods of traffic control for parades;
5. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all times when on duty, and to carry identification showing that they are authorized to oversee the traffic control devices on behalf of CC;
6. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of CC;
7. CC shall coordinate the towing of vehicles parked in violation of the signs with the Coeur d’Alene Police Department;
8. To assure that all traffic barricades supplied by CDA remain in their proper positions, in accordance with the traffic control plan, to ensure that traffic from side streets does not enter the Parade route until the Parade is completed;
9. That the Parade route shall be on Sherman Avenue from 15th Street to 1st Street, with an assembly area on Sherman Avenue from 15th Street to 23rd Street. CC will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and CC shall station personnel at that intersection to assure compliance;
10. That CC may begin staging for the Parade no earlier than 7:30 a.m., the day of the Event;
11. That the Parade shall start at 10:00 a.m., and be completed by 1:00 p.m., on the day of the Event, at which time CC will begin cleaning the Parade route. Clean-up of debris resulting from the Parade participants or spectators shall be completed no later than 4:00 p.m. on the day of the Event;
12. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Event, or such other time as agreed by CDA;

13. That CC shall sponsor a community Fireworks display on Lake Coeur d'Alene off City Beach;
14. To hire a maximum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Fireworks display, the number to be determined by the parties at least sixty (60) days prior to the Event. CC will provide up to six (6) CC employee flaggers in addition to the 20 contractor flaggers. The number of contractor and employee flaggers will be determined each year by the parties at least ninety (90) days prior to the Event. In the event the parties cannot agree on the number of flaggers, the City shall set the number. CC will enter into a contract for the certified flaggers at least sixty (60) days prior to the Event and provide a copy of the contract to CDA;
15. That CC shall lease the following listed City parking lots on July 4, of each year, from 12:01 a.m. to 11:59 p.m.:
 - a. -City Hall lot
 - b. -Independence Point lot
 - c. -Museum lot
 - d. -Memorial Field Paved lot
 - e. -4th Street Parking Garage
 - f. -Coeur d'Alene Public Library
 - g. -McEuen Park Parking Facility
16. That consideration for the lease of parking lots shall be \$9.00 per space, payable to the City of Coeur d'Alene Parking Fund;
17. That payment for the lease shall be made on or before July 31 of each year;
18. That CC agrees that it will charge no more than \$20.00 per space for all leased parking spaces during the term of the lease; and
19. That CDA shall be allowed spaces at the Independence Point lot for the Police Department command trailer, and Fire Ambulance and staff vehicle, spaces at the City Hall lower lot for Police Department staging purposes, and spaces in front of the Human Rights Education Institute on July 4 of each year, as shown on the attached photographs as Exhibit "A."
20. That CC, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:
 - A, Candy distribution should be done in a safe and responsible manner at all times.
 - B. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade.

C. Candy Choices: Candy should be individually wrapped and in its original packaging.

D. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children.

E. CC is responsible for cleaning up any candy wrappers or debris left behind during the parade. It is important to leave the parade route clean and free of litter.

F. CC is responsible for enforcing these rules for the distribution of candy during the Parade.

21. That it will ensure the Fireworks display by the Hagadone Hospitality Co. (“HHC”) shall begin no earlier than 9:00 p.m. on the day of the Parade, and be completed by 11:00 p.m.;
22. To provide sufficient fixed street trash disposal containers and green cans capable of holding all trash generated by each Event, placed at convenient locations. The containers shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the containers, and that the streets remain free and clear of trash. The containers shall be removed no later than 10:00 a.m. on the day after the Event;
23. To maintain general liability insurance with limits of at least \$500,000.00, proof of which shall be provided to the City no later than June 1 of each year, naming CDA as an additional insured;
24. To hold harmless, and indemnify CDA, its officers, agents, and employees, from and against any and all damages or liability to the extent such arises out of the CC’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;
25. Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omission or negligence of its officers, agents and employees; and
26. To provide twelve (12) portable toilets for vendors and customers, placed in accordance with the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is CC’s responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall

be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant. Portable toilets shall be placed and operational prior to setup.

B. CDA hereby agrees:

1. To provide a traffic control plan for the Parade and Fireworks as attached as Exhibit "B." Among the elements of the plan shall be closure of E. Sherman Avenue from 23rd Street to Northwest Boulevard, Northwest Boulevard from E. Sherman Avenue to W. Garden Avenue, and Government Way from Northwest Boulevard to E. Wallace Avenue; and a hard closure at 2nd Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;
2. To meet with CC at least fourteen (14) days prior to the date of the Parade to discuss the traffic control plan;
3. That no more than three (3) days or less than two (2) days prior to the date of the Parade, CDA will place "No Parking" signs, approved and supplied by CDA, along the Parade route. CC is responsible for providing the appropriate information on the "No Parking" signs, CDA will insert the information and remove the signs following the Parade.
4. That the Coeur d'Alene Police Department shall coordinate with CC the towing of vehicles parked in violation of the "No Parking" signs;
5. To provide and set up traffic barricades needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and the assembly area, at 5:00 a.m.;
6. To provide and set up a twelve-foot, three-tier aluminum bleacher against the curb on the east side of the bump out between Third Street and Fourth Street on Sherman Avenue, in front of the Rotary park, for CC's Parade commentator;
7. To remove the traffic barricades following the completion of the Parade;
8. To provide five (5) portable lights for City Park, three (3) portable light within the park, and two (2) portable light at Independence Point at no charge to CC. These lights will be placed by CDA prior to dusk and will be removed after the Fireworks display has been completed. The location of the portable lights may be changed at the direction of the Coeur d'Alene Police Department;
9. To provide fire inspections for food trucks which may be located in City Park on July 4, of each year, by a third party;
10. To provide and set up traffic barricades needed to control traffic exiting the downtown area after the Fireworks display has been completed. Set up of these barricades shall begin at 6:30 p.m.;

11. To provide to CC the following listed City parking lots on July 4, of each year, for CC's exclusive use (except as provided herein) from 12:01 a.m. to 11:59 p.m.:
- a. City Hall lot
 - b. Independence Point lot
 - c. Museum lot
 - d. Memorial Field Paved lot
 - e. 4th Street Parking Garage
 - f. Coeur d'Alene Public Library
 - g. McEuen Park Parking Facility; and
 - h. To charge CC \$9.00 per space for the parking lots.

C. It is further agreed by all parties:

- 1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- 2. That this MOU may be modified only by mutual written agreement.
- 3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its own officers, agents and employees.

IV. TERMINATION FOR CONVENIENCE:

CDA may terminate this Agreement at any time by giving thirty (30) days' written notice to CC of such termination and specifying the effective date of such termination. In the event that CDA terminates this Agreement, any unused portion of the security deposit and the fees for Parades not held will be refunded by CDA. CC may terminate this Agreement at any time by giving thirty (30) days' written notice to CDA of such termination and specifying the effective date of such termination. In the event that CC terminates this Agreement, any unused portion of the security deposit will be refunded by CDA, but no portion of the Parade fees will be refunded.

Dated this 19th day of May 2026.

CITY OF COEUR D'ALENE

**COEUR D'ALENE REGIONAL
CHAMBER OF COMMERCE, INC.**

Daniel K. Gookin, Mayor

Linda Coppess, President/CEO

ATTEST:

Renata McLeod, City Clerk

Exhibit "A"



Exhibit "A"



Human Rights Educational Institute

**GENERAL SERVICES
STAFF REPORT**

DATE: May 11, 2026
FROM: Melissa Tosi, Human Resources Director
SUBJECT: Personnel Rule Amendment

Decision Point: Should City Council approve amendments for Rule 27 – FLSA Exempt Employees?

History: This Rule needs updating from time-to-time when new classifications are adopted into the City’s classification and compensation plan. Additionally, there are general housekeeping updates, as well as needed additional language due to the recently approved fire department re-organization (see explanation of changes in Exhibit “1”).

The FLSA Exempt positions are being updated to reflect current titles, as well as recently approved classifications that fall under the Exempt designation.

The 20-minute driving response time to the City limits has been in the personnel rules for many years. Due to the challenge of housing in our area, and the specific exempt positions listed in this Rule, it is not essential for any of these positions to live within a 20-minute response time.

During the last contract negotiation, the City amended the entry level vacation accrual from 8 hours per month to 10 hours per month in the Lake City Employees Association Agreement based on a review and comparison of other cities and their vacation accruals. As we hire new FLSA Exempt employees, vacation accruals are a key recruiting tool and are necessary for internal equity with other employees. This proposal is to update the initial accrual to 10 hours per month. Additionally, since the City is on a bi-weekly pay schedule, vacation and sick accruals will reset the first day of the City’s new fiscal year.

With the recently approved fire re-organization, the Assistant Fire Chief and Fire Marshal need to be added to the social security language since they are not eligible for social security benefits. Also, the Assistant Fire Chief and Fire Marshal will be eligible for on-call compensation due to their obligation to be included in the monthly on-call rotation.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review.

Financial: There are no changes to costs associated with the Personnel Rule amendments. The associated costs with the Assistant Fire Chief and Fire Marshal have already been approved by council with the fire re-organization.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will provide equity within departments, and an up-to-date policy with clear and consistent information.

Decision Point/Recommendation: City Council should approve the amendments for Rule 27 – FLSA Exempt Employees.

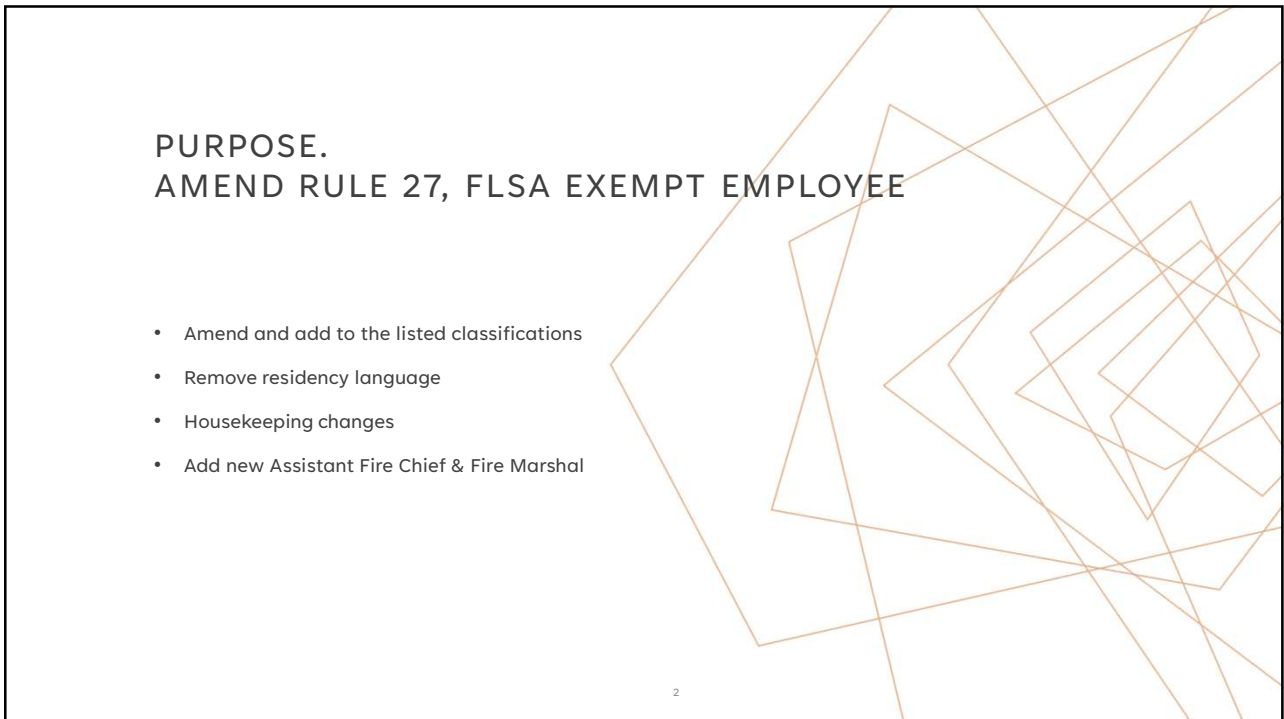
Exhibit "1"

Personnel Rule 27 FLSA Exempt Employees

Section 2. Definitions	Amending list of classifications that fall under this Rule.
Section 3. Conditions of Employment	Delete Residency language of living within 20-minute driving response time to the city limits.
Section 5. Benefits	<ul style="list-style-type: none">• Increase 1st through 3rd year vacation accrual from 8 hours per month to 10 hours per month.• Clarify vacation and sick accruals reset the first day of the City's new fiscal year due to bi-weekly payroll.• Add Assistant Fire Chief and Fire Marshal to social security and on-call language.



1



**PURPOSE.
AMEND RULE 27, FLSA EXEMPT EMPLOYEE**

- Amend and add to the listed classifications
- Remove residency language
- Housekeeping changes
- Add new Assistant Fire Chief & Fire Marshal

2

2

RULE 27: FLSA EXEMPT EMPLOYEES

Section 2. Definitions

- Amend current titles
- Add newly adopted classifications

Section 3. Conditions of Employment

- Delete residency language
- The City Administrator is not and has not been requiring any FLSA Exempt position to live with-in 20 minutes of the city limits

Section 5. Benefits

- Vacation
 - Increase 1st through 3rd year of service from 8 hours to 10 hours per month
- Vacation & Sick Housekeeping Amendment
 - Clarify vacation and sick accruals reset the first day of the City's new fiscal year due to bi-weekly payroll
- Additional Benefits
 - Add Assistant Fire Chief & Fire Marshal to social security language since they are not eligible for social security benefits
 - Add Assistant Fire Chief & Fire Marshal to on-call language due to their obligation to be included in the monthly administrative on-call rotation

3

3

CONCLUSION

- Bring FLSA Exempt classifications list up-to-date
- Remove outdated residency language
- Increase entry vacation accrual for internal equity and to be more competitive with hiring needs
- Add benefits that are specific to fire due to the fire re-org
- Authorizing the amendments will provide equity within departments, and an up-to-date policy

RECOMMENDATION

- Council should approve the amendments to Rule 27, FLSA Exempt Employees

2025

4

4



RULE 27: FLSA EXEMPT EMPLOYEES

SECTION 1. Purpose/Intent

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

SECTION 2. Definitions

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

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

SECTION 3. Conditions of Employment

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

SECTION 4. Appointment

- (a) Compensation: FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and compensation plan.
- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any

accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. Vacation leave for FLSA exempt employees will accrue as follows:
 - (i) 1st through 3rd Year of Service: **810** hours of leave accrues for each complete month of service; accrued at a rate of ~~four-five(54)~~ hours per pay period.
 - (ii) 4th through 5th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 6th through 10th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
- (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 360 hours of vacation leave. Any excess vacation leave as of **the first day of the City's new fiscal year October 1st of each year** will be forfeited unless used by January 15th of the following year unless otherwise approved by the city administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.
- (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
- (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
- (4) Maximum Sick Leave Accrual: FLSA exempt employees may not accumulate

more sick leave than is allowed for other employees as outlined in Rule 11, Section 4. FLSA exempt employees may select either of the two options for compensation for excess sick leave contained in Rule 11, Section 4.

(i) If employee selects Option 1: Employees having accumulated more than the usable balance of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on the first day of the City's new fiscal year October 1 of each year, and such payment shall be distributed directly into the employee's HRA VEBA account.

(ii) If employee selects Option 2: Upon retirement, FLSA exempt employees (with the exception of Deputy Fire Chiefs) shall be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Deputy Fire Chiefs shall be paid for forty-one (41%) of employee's banked excess sick leave.

(c) Compensation/Performance Based Salary Increases:

(1) All FLSA exempt employees are eligible for a pay increase ranging from 5% to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.

(2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.

(d) Cost of Living Increases: In addition to performance based salary increases, FLSA exempt employees will receive annual cost of living increase as approved by Council. Cost of living increases will be effective at the beginning of the pay period that includes October 1st.

(e) Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.

(g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long-term disability insurance authorized by the council for the employees represented by LCEA.

(1) Social Security for Assistant Fire Chief, Deputy Fire Chiefs, and Fire Marshal: Acknowledging that a referendum was held resulting in the loss of Social Security coverage ~~for the Deputy Fire Chiefs~~, the City agrees, in lieu of paying Social Security employer contributions, to contribute 6.2% ~~of the Deputy Fire Chiefs compensation~~ into their PERSI Choice plan with a required minimum employee match of 1%. This applies to any compensation that would have otherwise been taxable social security wages. If the Social Security tax obligation is, at any time changed for general employees, the City's contribution ~~to the Deputy Fire Chiefs~~ shall also be changed to the then-current Social Security employer rate.

(2) Administrative On-Call Compensation for Assistant Fire Chief, Deputy Fire Chiefs, and Fire Marshal: The Fire Chief shall create a quarterly on-call rotating weekly schedule for the Assistant Fire Chief, Deputy Fire Chiefs, and Fire Marshal. The City agrees to compensate ~~the Deputy Fire Chiefs~~ for a total of one hundred thirty-two (132) hours per fiscal year in recognition of their scheduled on-call service outside of their typical work schedule. The completed annual

schedule and hours shall be approved by the Fire Chief and submitted to the Human Resources Director for payment in conjunction with the fire department's annual holiday pay compensation report. If the Assistant Fire Chief, Deputy Fire Chiefs, or Fire Marshal does not complete the required on-call hours, compensation will be pro-rated accordingly. Compensation shall be paid on or before December 1st of each year for the entire preceding calendar year. Compensation shall be based on ~~Deputy Fire Chiefs'~~the employees base hourly rate of pay when work was completed and shall be paid once a year.

**GENERAL SERVICES
STAFF REPORT**

DATE: May 11, 2026
FROM: Lt. Bill Tilson Jr., Coeur d'Alene Police
SUBJECT: Replacement of a total of 6 gate operators

DECISION POINT: Should the City Council approve \$27,000 to repair the gate operators at the Coeur d'Alene Police Department?

HISTORY: The Coeur d'Alene Police Department was built in the late 1990s with electronic gate controls for the east entrance and exit points along with the west entrance to the secure parking lot. Throughout the years of use, the equipment has broken down / been repaired several times. Most recently during a windstorm the operators became damaged again, allowing the gates to swing freely open. Though some work was done, they still need repair / replacement.

Professionals in the fence automation business were contacted and confirmed 6 operators need replacement because the parts needed no longer exist for the archaic operators currently in use. Our building maintenance team has been instrumental in trying to repair the damage and validating the need for total replacement.

FINANCIAL ANALYSIS: This was an unanticipated repair / maintenance cost for this fiscal period. Two quotes were obtained. No other local companies contacted could perform the needed replacement.

PERFORMANCE ANALYSIS: The fencing system creates a secure parking location for law enforcement and their partners. This is mandated by The FBI's Criminal Justice Information Services Division under policy 5.9.5. Due to the fact our vehicles have access to sensitive data through digital and at times printed out means, along with the access to wireless access points to our network, we are compelled to provide physical protection to the building per section 5.9 Physical and Environmental Protection.

In addition, this is not a request for any new additions to security, merely upgrading obsolete equipment. This equipment aids in officer and civilian safety.

DECISION POINT/RECOMMENDATION: Council should approve the repair / replacement of 6 gate operators for the Police Department.



**PERSONAL PROPERTY & SERVICES PRICE
REASONABLENESS FORM**

To: **Finance Department**

From:

Date:

Required Action: Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: _____

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ _____

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: _____

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: _____

Vendor Awarded: _____ Date: _____

New vendor to the City? Yes No *If yes, attach a completed W-9*

Department Head Signature: _____

Department: _____ Date: _____

Comptroller Approval Signature: _____

Idaho Fence
2430 W Seltice Way
Post Falls, ID. 83854



Phone: (208) 687-2296
Fax: (208) 687-2196

Date: 4/18/2026

Company: City of CDA

Attn: Tom Franklin

RE: gate automation update

Buy American/AIS: N

Addenda:

Prevailing Wage: N

We propose to bid the following items:

BASE BID

Item #		Unit	Quantity	Unit Price	Total
1	remove gate operators at police department (6) remove (1) double drive gate at policce department add new internal track aluminum slide gate with new slide gate operator. replace (4) swing gate operators remove (3) slide gate operators on ramsey RD replace all cantilever wheels, chains, and operators.	LS	1.00	\$71,122.65	\$71,122.65
				Total	\$71,122.65 (Excludes WA. Tax)

ADDS/ALTERNATES

Feel free to reach out with any questions.

Aaron Derr

IDAHO ELECTRICAL CONTRACTOR #078155

Wa. Electrical contractor # IDAHOFC770CS

IDAHO ELE LIMITED INSTALLERS LICENSE #073724

Aaron@idahofence.com

CELL- (208) 818-9922

Standard Exclusions:

Bond, Staking, Grading, Clearing, Grubbing, Spoils Removal, Coring, Concrete Flatwork, Electrical, Traffic Control, Silt Fence, Temp Fence, Access Controls, Locks, Signage, Grounding, Power Supply To Gate Operators, Demolition, Permits, Engineering, Deferred Submittals, SWPPP, (Unless otherwise noted above). Non-Industry Standard Gate Hardware, Multiple Mobilizations, Stand-by Time

Special Considerations::

*Gate Automation Excludes: Power Supply To Motor, Conduit, Raceways, Stub Ups, Grounding.

Card Readers, and Access Control unless otherwise specified

**Price based on unrestricted access to work area for all installers, materials, trucks, and equipment. If access is restricted additional charges will apply.

*****ATTENTION: REGARDLESS WHAT IS SHOWN ON THE PLANS, IF THE NEW FENCE LAYOUT CONFLICTS WITH ANY UTILITIES, AN APPROVED CHANGE ORDER WILL BE REQUIRED PRIOR TO CONTINUED WORK IN THE AFFECTED AREA.**

WA LIC # IDAHOFC895K, IDAHO LIC # RCE27731, OR LIC # 245124, PUBLIC WORKS LIC # 0010040-B, UBI # 602897333, E.I.S. # 84-1379547

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: May 11, 2026
FROM: Lt. Bill Tilson Jr., Police Department
SUBJECT: Surplus Vehicles to Auction

DECISION POINT: Should the City Council declare three vehicles to be surplus and authorize their sale at auction?

HISTORY: The City purchased the following three vehicles for use by the Police Department:

P1595 – 2014 white Ford Explorer VIN: 1FM5K8AR8EGC08505, purchased in 2015 and in use until 2025. It served as a canine vehicle and excess idle time. The necessary repairs are too extensive and it is no longer a serviceable vehicle for police use. Mileage: 103,470

K616218: White 2013 Ford Interceptor VIN: 1FAHP2M86DG116977. This sedan was initially used in patrol in 2012, then used in traffic before being used as an administration vehicle. The vehicle also has mechanical and electrical issues, and is no longer a serviceable vehicle for police use. Mileage: 127,602

K580453: Gray 2015 Chevrolet Traverse VIN: 1GNKVGKD4FJ346730. This vehicle was purchased for use in Investigations and finally as a Community Action Team vehicle. This vehicle has transmission and steering problems, and the electrical equipment no longer works. Due to this, the vehicle is no longer serviceable as a police vehicle.

FINANCIAL ANALYSIS: Each vehicle needs repairs that meet/exceed the vehicle's value and they would still not be safe enough for emergency response/police use. The auction process takes up a portion of the winning bid, and the City will be given the rest for the general fund.

PERFORMANCE ANALYSIS: The vehicles' unreliability would not allow them to be transferred to another department and the costs for repairs outweigh their value to the City. All vehicles are decommissioned.

DECISION POINT/RECOMMENDATION: Council should declare the listed three vehicles to be surplus and authorize them to be sold at auction.

OTHER BUSINESS

GENERAL SERVICES STAFF REPORT

DATE: May 11, 2026
FROM: Mike Becker, Capital Programs Manager, WW Department
SUBJECT: Professional Services Agreement Amendment No. 1 for Wastewater Outfall Maintenance Services

DECISION POINT: Should City Council approve Amendment No. 1 to the Professional Services Agreement (“PSA”) with Associated Underwater Services (“AUS”), Inc., in the amount of \$36,658.35 for wastewater outfall maintenance services?

HISTORY: The City’s wastewater treatment facility discharges treated effluent into the Spokane River through a single outfall structure constructed in 1985. This system consists of a 30-inch ductile iron pipe with ten discharge ports; each fitted with a riser and flexible diffuser. Depending on the river’s surface elevations, the outfall’s design discharge capacity ranges from 11.9 to 15.75 million gallons per day (“MGD”), assuming full operability.

In March 2025, the City retained AUS, pursuant to Resolution No. 25-013 adopted April 1, 2025, to conduct an underwater inspection of the wastewater outfall. Findings indicated significant fluvial aggradation, allowing sediment intrusion through seven of the ten discharge ports, with one port fully obstructed. In comparison with a 2021 video, this condition has significantly progressed. Today, the system has reduced to approximately 50% of its original design capacity (5.9–7.9 MGD). Last year, the wastewater facility experienced numerous peak hourly flows exceeding 6.0 MGD stemming from storm events.

PERFORMANCE ANALYSIS: PSA Amendment No. 1 provides for removal of sediment deposition within the outfall and limited regrading of the surrounding riverbed channel to restore the outfall’s hydraulic discharge capacity and to deter the river’s natural sedimentation process. The work also includes replacement of corroded retainer rings and flexible diffusers while divers are mobilized.

The U.S. Army Corps of Engineers (USACE) and Idaho Department of Environmental Quality (IDEQ) have determined that this work qualifies as a minor activity as described under Nationwide Permit No. 3 (NWP-3) and does not require permitting.

Amendment No. 1 represents a continuation of the existing PSA and complies with Idaho Code § 67-2320(4), allowing phased work under an existing agreement. AUS has previously performed similar work using specialized underwater equipment required for in-water operations. If approved, PSA Amendment No. 1 would authorize AUS to restore outfall capacity and maintain reliable wastewater system operations. Their services will be completed by September 15, 2026.

FINANCIAL ANALYSIS: A summary of costs is provided below:

TASKS	SCOPE OF SERVICE DESCRIPTIONS	COSTS
1-17	PSA (Res. 25-013)	\$75,530.00
A1.1	Add No. 1 Mobilization/ Demobilization	\$1,225.20
A1.2	Outfall Cleanout & Maintenance Work	\$35,433.15
	Total Cost of Amendment No. 1	\$36,658.35

Total PSA with Amendment No. 1: \$ 112,188.35

The Wastewater Department has the budget authority within the current fiscal year’s Wastewater Operating Fund (031-022-4354-7925) to support this amendment. PSA Amendment No. 1 and AUS’s Project Proposal (Exhibit A) are attached.

DECISION POINT/RECOMMENDATION: City Council should approve Amendment No. 1 to the Professional Services Agreement (PSA) with Associated Underwater Services (AUS), Inc., in the amount of \$36,658.35 for wastewater outfall maintenance services.



1

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 1
to
ASSOCIATED UNDERWATER SERVICES, INC.
for
OUTFALL MAINTENANCE SERVICES**



2

WASTEWATER TREATMENT FACILITY OUTFALL



3

WASTEWATER OUTFALL PROJECT (1985)



OUTFALL PIPE & DISCHARGE PORTS



SPOKANE RIVER CONSTRUCTION



4

OUTFALL INSPECTION COMPARISONS



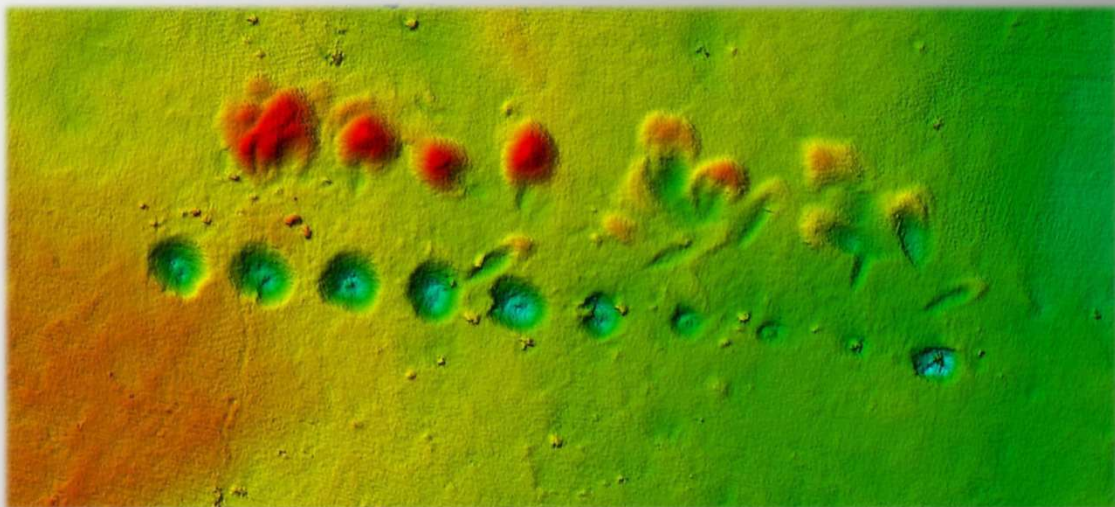
DIFFUSER #8 (2021)



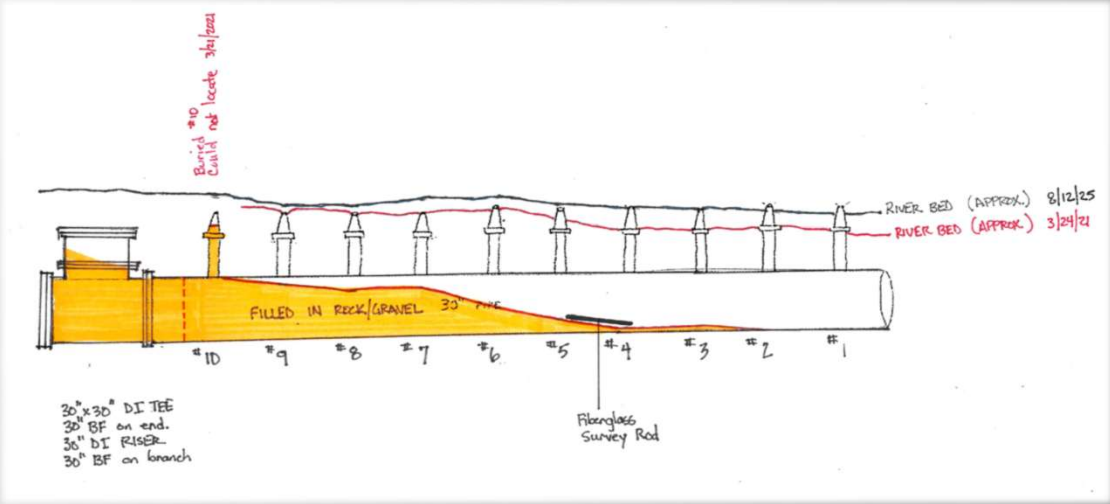
DIFFUSER #8 (2025)



OUTFALL BATHYMETRIC SURVEY (2025)

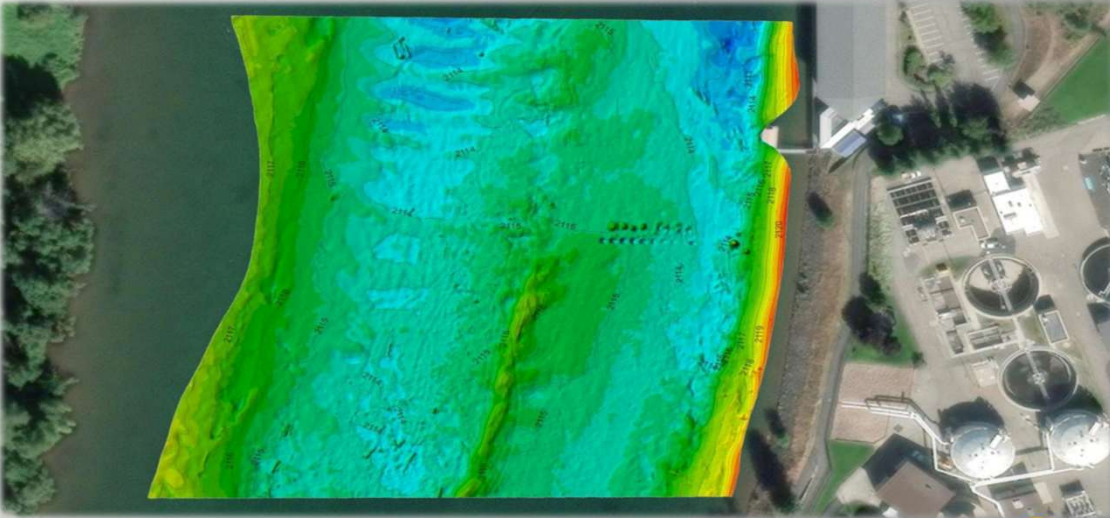


OUTFALL INSPECTION SUMMARY



7

RIVER BATHYMETRIC SURVEY (2025)



8

STAFF'S RECOMMENDATION:

CITY COUNCIL SHOULD APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) AMENDMENT NO. 1 WITH ASSOCIATED UNDERWATER SERVICES (AUS), INC., IN THE AMOUNT OF \$36,658.35 FOR WASTEWATER OUTFALL MAINTENANCE SERVICES.



9

QUESTIONS?



10

RESOLUTION NO. 26-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASSOCIATED UNDERWATER SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$36,658.35, FOR PROFESSIONAL DIVING AND UNDERWATER SURVEYING SERVICES RELATED TO ADDITIONAL OUTFALL MAINTENANCE ASSOCIATED WITH THE WASTEWATER OUTFALL INVESTIGATION AND CONDITIONAL ASSESSMENT PROJECT.

WHEREAS, pursuant to Resolution No. 25-013, adopted the 1st day of April, 2025, the City of Coeur d'Alene entered into a Professional Services Agreement with Associated Underwater Services, Inc.; and

WHEREAS, the Wastewater Capital Programs Manager requests approval of Amendment No. 1 to the Professional Services Agreement as set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendment be authorized.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amendment No. 1 to the Professional Services Agreement with Associated Underwater Services, Inc., pursuant to the agreement attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 19th day of May, 2026.

Daniel K. Gookin, 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 GABRIEL	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER SHECKLER	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

AMENDMENT NO. 01
to
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D’ALENE AND ASSOCIATED UNDERWATER SERVICES, INC.
For
WASTEWATER OUTFALL PROJECT

This Amendment to the Professional Services Agreement is made and entered into the 19th day of May, 2026, 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 Associated Underwater Services, Inc., a foreign corporation authorized to do business in the state of Idaho, with its principal place of business at 3901 E. Ferry Avenue, Spokane, Washington 99202-4645, hereinafter referred to as the “**Contractor**,” pursuant to the terms and conditions as set forth herein.

W I T N E S S E T H:

WHEREAS, the **City** and the **Contractor** entered into the original Professional Services Agreement, for Professional Diving and Underwater Surveying Services for the Wastewater Department’s Outfall Project per Resolution No. 25-013 approved on March 26, 2025; and

WHEREAS, the additional services as described in Exhibit “A” - Project Proposal for the Outfall Cleanout and Maintenance Project dated April 10, 2026, attached hereto, is a continuation of services to said Professional Services Agreement; and

WHEREAS, the **Contractor** is available and willing to furnish all the professional dive personnel, labor, and equipment to perform the Scope of Services under Exhibit “A”; and

WHEREAS, Section 10 of the Professional Services Agreement allows for modifications to the scope of services to be provided by the **Contractor** for additional reasonable compensation.

NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the **City** and the **Contractor** agree that the Professional Services Agreement entered into on the 26th day of March 2025 shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to include the scope of work, schedule, and compensation as described in Exhibit “A” hereto, entitled: Project Proposal for the City of Coeur d’Alene Outfall Cleanout and Maintenance – April 10, 2026.

Section 2. Compensation

For services as described under this Amendment, the **Contractor**'s total compensation for professional services, including all labor and overhead costs and expenses, sub-Contractor compensation, and sub-Contractor mark-up, shall be Thirty-six Thousand Six Hundred Fifty-eight and 35/100 Dollars (\$36,658.35). This brings total compensation under the Professional Services Agreement and Amendment No. 1 to One Hundred Twelve Thousand One Hundred Eighty-eight and 35/100 Dollars (\$112,188.35) for the Wastewater Outfall Project.

Section 3. Schedule

The Project Schedule for the services performed pursuant to this Amendment shall be as set out in Exhibit "A." Except as specifically provided herein, all terms and conditions of the original Professional Services Agreement remain in full force and effect.

CITY OF COEUR D'ALENE

ASSOCIATED UNDERWATER
SERVICES, INC.

Daniel K. Gookin, Mayor

Nanci Donohue, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Kelly Donohue, Secretary



AUS
ASSOCIATED UNDERWATER SERVICES

EXHIBIT A

PROJECT PROPOSAL

PROPOSAL PREPARED FOR

City of Coeur d'Alene
RE: Outfall Cleanout & Maintenance
MBECKER@cdaid.org
April 10, 2026

PROPOSAL PREPARED BY

Casey Jones
Estimator/Operations Manager
Associated Underwater Services, Inc.
Casey@ausdiving.com
(509)981-6243

April 10, 2026

City of Coeur d'Alene

RE: Outfall Cleanout & Maintenance

Associated Underwater Services, Inc. (AUS) is pleased to provide you with the following proposal for Outfall Cleanout & Maintenance AUS will provide surface supplied air commercial diving crew (OSHA, WISHA and ADCI approved) with all necessary diving equipment for project performance.

SCOPE OF WORK

Day-1 Monday

2-Crew Members 5-Hours

1. No outfall shut down
2. Launch boats and moor at U of I boat dock. Arrangements with the U-of-I operations manager, David Knife.
3. Setup equipment and prepare for Day 2.

Day-2 Tuesday

4-Crew Members 8-Hours

1. No outfall shut down.
2. Relocate any material that has migrated in around the 30" T-flange to a downstream location.
3. Unbolt, remove and retain all but 2 SST bolts, nuts and washers from 30" blind flange located at the end cleanout. Bridge clamp optional. This will permit less time to remove the blind flange during the shutdown.
4. Any remaining dive time, relocate rocks and debris at each discharge port down to bottom of 10" ductile riser and outfall pipe flange fitting to a downstream location.

Day-3 Wednesday

5-Crew Members 8-Hours, 2-Divers Concurrently During Shutdown

1. Outfall shut down (4 hours max – ~~08:00-12:00~~ **06:00 to 12:00**)
2. Diver 1: Remove the 30" ductile iron blind flange using the gantry crane on the AUS Boat and set it out of the way next to the 30" cleanout flange. Assuming a AWWA C110 class, weight is approx. **440 lbs.** Blind flange to remain off during the duration of the project.
3. Diver 1: Inspect rock and debris contents inside 30" pipe at the cleanout flange.
4. Diver1: Relocate accumulated rocks and debris inside 30" Outfall Pipe (manifold pipe) to downstream location.
5. Diver 2: Remove all 10 diffuser boots, retain SST bolts washers and nuts, dispose of corroded retainer ring assembly and hardware.
6. Diver 2: Take UT readings on the 10" ductile risers. (Diver 2 back on deck once this task is completed)
7. At the end of the 4 hours remove the Keen pump from the 30" pipe while the outfall is coming back online.
8. Confirm the outfall is back online. From a safe distance confirm that the flow through the outfall pipe is migrating the rock and debris to the 30" cleanout flange located at the end of the pipeline.
9. Diver to position himself upstream as effluent pump station is turned on to assess if continued clean out operations can be ongoing without a shutdown of the outfall. If yes, continue work of relocating rocks and debris from inside outfall pipeline through the 30" cleanout flange and the diffuser ports as dive time permits. If no, as remaining dive time, continue working on relocate rocks and debris at each discharge port down to bottom of 10" ductile riser and outfall pipe flange fitting to downstream location.

Day-4 Thursday

4-Crew Members 8-Hours

1. No outfall shut down.

2. Finish any necessary cleaning inside the outfall and around each diffuser port.
3. Remove survey rod from inside the 30" pipeline (if accessible).
4. Replace old rubber 10" x 6" diffuser boot with new boot, retainer ring, use new SST fasteners. Secure an owner provided brass tag to label each port under a downstream bolt at boot level.

Day-5 Friday

4-Crew Members 8-Hours

1. No outfall shut down.
2. Contingent day to finish any remaining tasks (relocating material downstream as needed).

Day-6 Monday

4-Crew Members 8-Hours

1. Outfall shut down. (4 hours max – ~~08:00-12:00~~) **06:00 - 12:00**
2. Return 30" blind flange and secure with a minimum of 4 SST bolts, washers and nuts.
3. Video inspection of work completed.
 - a. Verify each diffuser port has good flow.
 - b. Verify no leaks are present at the 30" blind flange.
 - c. Photo document each diffuser port with brass label and showing the material removed to bottom of 10" riser flange. These photos will be used to compare sedimentation filling up around the risers and gauge the timing on future maintenance projects.
4. Demobilize

Note: All turbidity plums will be kept to a minimum for the duration of this project.

Tools to be Used:

1. AUS Truck
2. AUS Dive Vessel
3. AUS Support Vessel
4. Shallow Water Dive Package
5. Diver Hot Water System
6. U/W Burn Gear
7. Welder (for U/W Burn Gear)
8. Generator
9. Video System
10. Hydraulic Power Unit
11. Hydraulic Impact Gun
12. Pneumatic Impact Gun
13. 6-Inch Keen Venturi Jet Pump System
14. Cygnus Ultra Sonic Thickness Meter

PRICING

TASK NO.	TASK DESCRIPTION	COST
1.	Mobilization/Demobilization	\$1,225.20
2.	Outfall Cleanout & Maintenance Work	\$35,433.15
ESTIMATED TOTAL COST		\$36,658.35

ESTIMATED SCHEDULE

TBD by City of Coeur d'Alene.

Second Week in June , 2026

INCLUDES

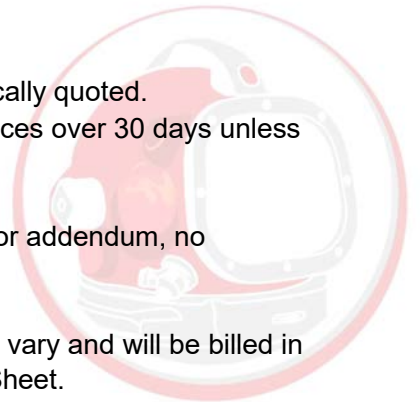
- All diving related submittals (Dive plan, AHA/JHA, EMP, and when applicable shall include equipment and diver certifications.)
- Shop mobilization and demobilization.
- Commercial diving crew (OSHA , WISHA and ADCI approved).
- All surface supplied air diving equipment (compressors, hoses, HP air, filters, volume tanks and topside communications).
- Crew Truck(s).
- Dive Station.
- Trailer(s)
- AUS diving vessels, 20–26-foot aluminum boat.
- Underwater Video – Digital, color, recordable in DVD or USB format.
- Diver hot water machine, for thermal protection.
- Sufficient fuel for the job.
- Required per diem, if applicable.
- All required diving safety equipment.
- Federally Required - USLH /Jones Act workers compensation insurances for work on navigational waterways. When USLH / Jones Act is not applicable, L&I will be used.
- All tools listed above in the scope of work section.

EXCLUDES

- All permanent materials, unless specifically quoted.
- Sanitary facilities, unless specifically quoted.
- Sales Tax, Tariffs and Fees
- Environmental Controls (TESC, booms, curtains, containment(s), etc.) unless specifically quoted.
- Turbidity monitoring and controls.
- Builders Risk, Railroad and Airplane Insurances; Professional Liability / Errors and Omissions Insurances over 1M per occurrence; Pollution Insurances over 3M per occurrence, 6M aggregate.
- Engineering, Surveying (PLS) and Layouts.
- Utility locates.
- Bid bonding, unless specifically quoted.
- Unanticipated and/or unknown subsurface obstructions (rock, debris, hard packed sand, etc.).
- Liquidated Damages.
- Jobsite illumination (for work prior to sunrise and at dusk / night)
- Crane(s), rigging, signaling, load handling, manlift and man basket(s).
- Debris disposal, unless specifically quoted.

NOTES

- Pricing is based on a single mobilization and demobilization, unless specifically quoted.
- Pricing is based on Terms – Net 30 upon receipt, 1.5% (18% APR) on invoices over 30 days unless specifically quoted otherwise.
- The proposal is based upon a mutually agreeable contract.
- This proposal is to become part of the contract and be attached via exhibit or addendum, no exceptions.
- Pricing is valid for the remainder of the T&M Rate Sheet.
- This is a time-and-materials quote. Actual hours and equipment usage may vary and will be billed in accordance with the rates outlined in the City of Coeur d’Alene T&M Rate Sheet.
- Consumables not specifically quoted in pricing will be billed at Cost + 15% (i.e. underwater burning consumables such as Broco rods).



- Water depth is assumed to be less than 20 feet of water, tides inclusive and altitude corrected
- Additional work outside the quoted scope will be performed on a time-and-materials basis. Please ask for time and material rates, if not provided.
- This project is subject to the requirements of RCW 39.12 Prevailing Wages on Public Works.
- Pricing is based on standard working hours of Monday through Friday between 05:00 and 18:00. Work performed outside these hours, on weekends, or on recognized holidays will be billed in accordance with applicable union agreements and/or prevailing wage requirements. Call outs after 17:00 PST will be billed at time and a half in accordance with local union regulations.
- All diving operations will be performed pursuant to the local union regulations.
- Diving and decompression will be in accordance with the US Navy Dive Manual, Revision 7.
- All diving shall be performed in accordance with required regulations, when applicable, including: WAC § 296-37; OSHA 29 CFR Part 1910, Subpart T; Cal OSHA, §7, Art. 153; ADCI, Consensus Standards (Edition 6.4) ; USACE, EM-385-1-1 (15 March 2024).; USBR RSHS Section 29.
- Site Conditions: Pricing assumes site conditions are consistent with those indicated in the bid documents. Unexpected or unknown conditions or obstructions may require price and/or schedule adjustments.
- Pricing assumes environmental conditions suitable for marine operations, including weather, sea state, tides, currents, and visibility. Adverse conditions or restricted access may result in adjustments to price and/or schedule.
- Site Access: Pricing assumes direct access to the project site for personnel, equipment, and materials. Delays, extended travel times, restricted routes and/or access, or impaired access not stated in the written bid documents may result in price and/or schedule adjustments.
- Schedule: Pricing assumes work will proceed in a continuous manner as outlined in the bid documents. Owner or General Contractor driven delays and/or schedule compression may result in adjustments to price and/or schedule.
- Force Majeure: If AUS is delayed at any time in the commencement or progress of the Work by any cause beyond the control of AUS which would deem performance impossible or impracticable, AUS shall be entitled to an equitable extension of the Contract Time. Causes include but are not limited to: (a) terrorism; (b) epidemics (c) labor disputes not involving AUS; (d) acts or omissions of Owner, Design Professional, or Others.
- AUS will comply with contractual change order procedures and will notify the Contractor upon identification of a change; however, work performed in response to field direction, regulatory requirements, or circumstances reasonably requiring immediate action to maintain safety is assumed to be compensable.
- CONFIDENTIALITY – This proposal may contain protected information pertaining to sensitive, financial, commercial, or proprietary business information of AUS. Except by parties designated by AUS in writing, this proposal or any information contained herein shall not be forwarded, copied, faxed, emailed or transferred to any party other than the designated party.

Thank you for the opportunity to be of service. Please feel free to contact me 24/7 at the below listed number should you have any questions or comments.

Warm regards,

Casey Jones
 Estimator/Operations Manager
 Associated Underwater Services, Inc.
 Casey@ausdiving.com
 (509)981-6243





CITY OF COEUR D'ALENE T&M RATES

3901 E. Ferry Ave; Spokane, WA 99202
Ph: (509) 533-6500 / Fax: (509) 533-6505



Rates Effective: 04/01/2025 - 03/31/2027

RATES FOR DIVING SERVICES:

LABOR:	Non-Navigable Water			
	L&I			
	ST	OT	DT	
Dive Supervisor	\$ 202.95	\$ 288.70	\$ 374.45	Per hour
Dive Master	\$ 135.35	\$ 187.25	\$ 239.20	Per hour
Diver	\$ 200.55	\$ 285.10	\$ 369.65	Per hour
Standby Diver	\$ 116.00	\$ 158.30	\$ 200.55	Per hour
Tender	\$ 114.40	\$ 155.90	\$ 197.35	Per hour
Assistant Tender	\$ 109.10	\$ 147.90	\$ 186.70	Per hour
Pilebuck / Travel Pay	\$ 101.85	\$ 139.85	\$ 177.85	Per hour
Shop	\$ 71.45	\$ 107.18	\$ 142.90	Per hour
Project Manager	\$ 120.00	\$ 164.25	\$ 208.50	Per man/per day
Penetration Pay: 25' +	\$ 2.00			Per foot
Depth Pay: 51'-100'	\$ 3.20			Per foot
101'-150'	\$ 4.75			Per foot

- ▶ Crew will receive a minimum of eight (8) hours pay when called out to work per Union Regulations.
- ▶ Minimum commercial diving crew size consists of 1-Tender, 1-Standby Diver, and 1-Diver per OSHA Regulations.
- ▶ Time plus one-half Saturday and over 8 hours per day and/or 40 hours per week
- ▶ Double Time Sundays and Holidays

EQUIPMENT *

Truck	\$ 90.00	Per Day
Mileage	\$ 0.66	Per Mile
Shallow Water Dive Package	\$ 120.00	Per Day
Recompression Chamber	\$ 200.00	Per Day
Equipment Trailer	\$ 50.00	Per Day
EZ dock Sections	\$ 25.00	Per section/ Per day
Skiff w/outboard	\$ 75.00	Per Day
Dive boat	\$ 350.00	Per Day
Underwater Video System	\$ 150.00	Per Day
Underwater Welding Gear	\$ 25.00	Per Day
Underwater Burning Gear	\$ 25.00	Per Day
Underwater Digital Camera	\$ 20.00	Per Day
Air Compressor	\$ 60.00	Per Day
Generator	\$ 40.00	Per Day
Welder	\$ 40.00	Per Day
Pneumatic Tools	\$ 35.00	Per Day
Pneumatic Chipping Gun / Air Chipper	\$ 35.00	Per Day
Diver Hot Water System	\$ 40.00	Per Day
Pressure Washer	\$ 70.00	Per Day
Hydraulic Power Unit	\$ 175.00	Per Day
Jet Pump (Keen)	\$ 50.00	Per Day
Rock Drill	\$ 45.00	Per Day
Tri-Pod Retrieval System	\$ 80.00	Per Day
Ultrasonic Thickness Meter	\$ 250.00	Per Day
Potentiometer	\$ 80.00	Per Day
Small Conex	\$ 50.00	Per Day


*Other equipment not listed may be needed/used for a daily rate determined at time of use.

3rd Party Charges: (Vessels, Trucking, etc.)	Cost + 15%
Consumables: (Burning Rod, O2, Fuel, Film, etc.)	Cost + 15%
Materials:	Cost + 15%

AUS CERTIFICATIONS

California State Clearinghouse (WBE) – VON#19001120
Idaho State –Disadvantaged Business Enterprise (DBE) - 20312427
Oregon State – Disadvantaged Business Enterprise (DBE) - 12916
Washington State – Disadvantaged Business Enterprise (DBE) – D2F0024066
Washington State – Women Business Enterprise (WBE) - W2F0024066
ADCI – Member No. 2085





ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL


HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

ASSOCIATED UNDERWATER SERVICES, INC.

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES


2026



MEMBER # 2085

Phil Newsom
Executive Director

www.adc-int.org



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ACCEPTANCE OF PRICING

Associated Underwater Services, Inc. (AUS) requests written acceptance of this proposal within 60 days of the date of this proposal, or, if applicable, the necessary timeframe outlined in the RFP. If written acceptance is not given within the aforementioned timeframe(s), this proposal shall become null and void.

Proposal Recipient: City of Coeur d'Alene

RE: Outfall Cleanout & Maintenance

Date Proposed: Friday, April 10, 2026

Friday, April 10, 2026

CLIENT AUTHORIZATION:

Name: **See City of CDA Contract**

Company: City of Coeur d'Alene

Title: _____

Date: _____

Signature: _____

AUS AUTHORIZATION:

Name: Casey Jones

Company: Associated Underwater Services, Inc. (AUS)

Title: Estimator/Operations Manager

Date: Friday, April 10, 2026

Signature:



**GENERAL SERVICES
STAFF REPORT**

DATE: May 11, 2026
FROM: Mike Becker, Capital Program Manager, WW Department
SUBJECT: Professional Services Agreement with J-U-B Engineers for the 2026 WRRF Facility Plan Update

DECISION POINT: Should City Council approve a Professional Services Agreement (PSA) with J-U-B Engineers, Inc., for the Wastewater Department's 2026 Facility Plan Update in the amount of \$1,278,800.00?

HISTORY: The Facility Plan establishes a long-term framework for expansion of the City's Water Resource Recovery Facility (WRRF) while identifying near-term improvements needed to maintain permit compliance and meet capacity demands. Updating the facility plan also enables the City to pursue funding opportunities, including the low-interest State Revolving Fund loan program administered by the Idaho Department of Environmental Quality (IDEQ). This updated plan is expected to support the City's wastewater management needs for the next 10 to 20 years.

In accordance with Idaho Code § 67-2320, the Wastewater Department issued a Request for Qualifications for preparation of an updated comprehensive Facility Plan for the City's WRRF. Responses were received on November 25, 2025. An evaluation committee reviewed and scored all the submissions, resulting in the selection of the highest-ranked firm, J-U-B Engineers, Inc. Subsequent negotiations produced the attached scope of services and fee proposal.

PERFORMANCE ANALYSIS: The City's sanitary wastewater must be collected and treated in accordance with its discharge permit to protect the water quality of the Spokane River. J-U-B has played an instrumental role with neighboring Cities of Hayden, and Post Falls in their facility planning and engineering design services that support compliance with all federal, state, and local regulatory requirements.

J-U-B also has extensive experience supporting the City's Wastewater Department, including preparation of the last three (3) Sewer Collection System Master Plans and the last two (2) Compost Facility Plans, and are well qualified to complete this comprehensive Facility Plan Update. This update is critical to ensure the continued cost-effective management and operation of our WRRF.

FINANCIAL ANALYSIS: The Wastewater Department has sufficient budget authority within the 25/26 and 26/27 fiscal years to support this PSA.

DECISION POINT/RECOMMENDATION: City Council should approve a Professional Services Agreement (PSA) with J-U-B Engineers, Inc., for the Wastewater Department's 2026 Facility Plan Update in the amount of \$1,278,800.00.

RESOLUTION NO. 26-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., IN AN AMOUNT NOT TO EXCEED \$1,278,800.00 FOR THE WASTEWATER DEPARTMENT'S 2026 FACILITY PLAN UPDATE.

WHEREAS, the Capital Program Manager of the Wastewater Department of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., for the Wastewater Department's 2026 Facility Plan Update, pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such 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 Wastewater Department's 2026 Facility Plan Update with J-U-B Engineers, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 May, 2026.

Daniel K. Gookin, 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 GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for the
CITY OF COEUR D’ALENE WATER RESOURCE RECOVERY FACILITY
2026 FACILITY PLAN UPDATE

This Professional Services Agreement, hereinafter referred to as the “AGREEMENT,” is made and entered into this 19th day of May, 2026, between the CITY OF COEUR D’ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “CITY,” and J-U-B ENGINEERS, INC., a corporation authorized to do business in the state of Idaho, with its principal place of business at 745 W. Hanley Avenue, Suite 301, Coeur d’Alene, Idaho 83815, hereinafter referred to as “ENGINEER.”

WITNESSETH:

WHEREAS, in compliance with Idaho State Law and the CITY’s Procurement Policies, the ENGINEER has been selected to preform professional engineering services on the basis of the ENGINEER’s Response to the CITY’s Request for Statement of Qualifications titled *City of Coeur d’Alene Wastewater Department - 2026 Facility Plan Update* with associated Addendums, hereinafter referred to as “PROJECT DOCUMENTS”; and

WHEREAS, it was deemed by the CITY to be in the best interests of the CITY to retain the ENGINEER for the CITY’s Water Resource Recovery Facility, formally known as the Advanced Wastewater Treatment Facility, 2026 Facility Plan Update and hereinafter referred to as the “PROJECT”; and

WHEREAS, the ENGINEER has been awarded the AGREEMENT for said PROJECT, in accordance with the PROJECT DOCUMENTS, which are incorporated herein by reference, and are on file at the office of the City Clerk of the CITY.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements made and to be performed by the CITY as set forth herein, the ENGINEER shall complete this PROJECT, furnishing all equipment, labor and services according to the PROJECT DOCUMENTS and the scope of services as described in Section 2 hereof at its sole cost and expense.

SECTION 1. EMPLOYMENT OF ENGINEER.

The CITY agrees to engage the ENGINEER, and the ENGINEER agrees to perform the scope of services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

- A. The ENGINEER shall perform the services described in the ENGINEER's, Scope of Services, Basis of Fee, and Schedule attached hereto and incorporated herein by reference as Attachment "1."
- B. The ENGINEER shall perform all the necessary ancillary services respecting the tasks set forth in Attachment "1."

SECTION 3. PERSONNEL.

- A. The ENGINEER represents that it has or will secure at its own expense all personnel required to perform its services under the 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 ENGINEER or under its direct supervision, and all personnel engaged in the PROJECT shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The ENGINEER must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under the AGREEMENT except where, under the AGREEMENT, fifty (50) or fewer persons are employed by the ENGINEER, in which case the ENGINEER may employ ten percent (10%) nonresidents; provided, however, in all cases the ENGINEER must give preference to the employment of bona fide residents in the performance of said PROJECT.

SECTION 4. WORKERS' COMPENSATION

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

SECTION 5. TIME OF PERFORMANCE.

The services of the ENGINEER shall commence upon execution of the AGREEMENT by the CITY and shall, subject to the applicable standard of care, be completed on or before the anticipated completion date in the schedule summarized within Attachment "1". The period of

performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 6. COMPENSATION.

Subject to the provisions of the AGREEMENT, the CITY shall pay the ENGINEER for Time and Materials charged to the PROJECT with a ceiling amount not exceeding **One Million, two-hundred seventy-eight thousand, eight-hundred and no/100 (\$1,278,800.00)** for the Tasks, as specified within Attachment “1” unless otherwise authorized in writing by the CITY.

SECTION 7. METHOD AND TIME OF PAYMENT.

Monthly progress payments must be submitted by the 10th of the month for work completed in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided the ENGINEER has provided a copy of the completed and approved request for tax release (ID CR-3), if applicable.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause within the ENGINEER’s reasonable control, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under the AGREEMENT, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of the AGREEMENT, the CITY shall provide the ENGINEER a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the ENGINEER fails to cure the deficiency, the CITY shall have the right to terminate the AGREEMENT by giving written notice to the ENGINEER of such termination and specifying the effective date thereof. Such written notice shall be provided to the ENGINEER 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 ENGINEER under the AGREEMENT shall, at the option of the CITY, become its property, and the ENGINEER shall be entitled to receive just and equitable compensation for any work completed as of the effective date of the termination on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The ENGINEER may terminate the AGREEMENT due to the City’s material breach of contract with seven (7) days’ written notice, unless breach is cured within the notice period.

SECTION 9. TERMINATION FOR CONVENIENCE.

The CITY may terminate the AGREEMENT at any time by giving thirty (30) days’ written notice to the ENGINEER of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard and electronic copies of documents, data, studies, surveys, and reports or other materials prepared by the ENGINEER under the AGREEMENT shall, at the option of the CITY, become its property. The ENGINEER shall be entitled to receive

compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 10. MODIFICATIONS.

The CITY may, from time to time, require modifications to the scope of services in Attachment “1,” to be performed under the AGREEMENT. The type and extent of such modifications to the scope of services cannot be determined at this time. However, the ENGINEER agrees to do such work as ordered in writing by the CITY, and the CITY agrees to compensate the ENGINEER for such work accomplished, as determined by written amendment to the AGREEMENT. The parties agree to negotiate in good faith for reasonable compensation for additional work outside the original scope of services.

SECTION 11. NON-DISCRIMINATION.

A. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression.

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

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

D. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions.

SECTION 12. ANTI-BOYCOTT ISRAEL CERTIFICATION.

Pursuant to Idaho Code § 67-2346, the ENGINEER certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 13. CHINESE OWNERSHIP CERTIFICATION.

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

SECTION 14. ABORTION AFFILIATE CERTIFICATION.

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

SECTION 15. FOSSIL FUELS/FIREARMS ANTI-BOYCOTT CERTIFICATION.

Pursuant to Idaho Code § 67-2347A, the ENGINEER certifies that it is not currently engaged in, and will not for the duration of the AGREEMENT engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

SECTION 16. ASSIGNABILITY.

A. The ENGINEER shall not assign any interest in the AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the CITY thereto. Provided, however, that claims for money due or to become due to the ENGINEER from the CITY under the 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 in writing promptly to the CITY.

B. The ENGINEER shall not delegate duties or otherwise subcontract work or services under the AGREEMENT without the prior written approval of the CITY.

SECTION 17. INTEREST OF ENGINEER.

The ENGINEER covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the AGREEMENT. The

ENGINEER further covenants that, in the performance of the AGREEMENT, no person having any such interest shall be employed on the PROJECT.

SECTION 18. FINDINGS CONFIDENTIAL.

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under the AGREEMENT which the CITY requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without the prior written approval of the CITY, except if required by law.

SECTION 19. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

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

SECTION 20. AUDITS AND INSPECTION.

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

SECTION 21. JURISDICTION; CHOICE OF LAW.

Any civil action arising from the 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 22. NON-WAIVER.

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

SECTION 23. PERMITS, LAWS AND TAXES.

The ENGINEER shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under the AGREEMENT, including all necessary licenses and certifications for its employees. Subject to the standard of care, all actions taken by the ENGINEER under the AGREEMENT shall comply with all applicable statutes, ordinances, rules, and regulations. The ENGINEER shall pay all taxes pertaining to its performance under the AGREEMENT, if applicable.

SECTION 24. RELATIONSHIPS OF THE PARTIES.

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

SECTION 25. INTEGRATION.

The AGREEMENT, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and the AGREEMENT shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 26. HOLD HARMLESS.

A. The ENGINEER shall save, hold harmless, indemnify, and defend the CITY, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the ENGINEER's performance of the AGREEMENT and not arising from the ENGINEER's professional services and covered by general liability insurance. To this end, the ENGINEER shall maintain general liability insurance in at least the amount set forth in Section 28(A).

B. The ENGINEER shall hold harmless, and indemnify the CITY, its officers, agents, and employees from and against damages or liability to the extent arising out of the ENGINEER'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 ENGINEER's negligent performance of professional services under the AGREEMENT. To this end, the ENGINEER shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 28(B).

C. Neither party shall be liable to the other for indirect, incidental, or consequential damages resulting from the AGREEMENT or related PROJECTS.

SECTION 27. NOTIFICATION.

Any notice under the AGREEMENT may be served upon the ENGINEER or the CITY by mail at the following addresses:

[CITY]
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: Mike Becker, Capital Programs Manager

[ENGINEER]
J-U-B ENGINEERS, Inc
745 W. Hanley Ave, Suite 301
Coeur d'Alene, Idaho 83815
Attn: Levi Shoolroy, P.E.

SECTION 28. STANDARD OF PERFORMANCE AND INSURANCE.

A. The ENGINEER shall maintain general liability insurance, naming the CITY, its entities, and its representatives as additional insureds, in the amount of at least one million dollars (\$1,000,000.00) 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 the performance of professional services, the ENGINEER will use that degree of standard of care and skill ordinarily exercised under similar circumstances by members of the ENGINEER's profession. Should the ENGINEER or any of the ENGINEER's employees be found to have been negligent in the performance of professional services from which the CITY sustains damage, the ENGINEER has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The ENGINEER shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The ENGINEER shall obtain and maintain auto liability insurance with limits in the amount of at least five hundred thousand dollars (\$500,000.00) for the duration of the project.

D. Prior to the PROJECT under the AGREEMENT, the ENGINEER shall furnish to the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to

policy holder, prior to cancellation of the policy for any reason. In addition, the ENGINEER shall promptly notify the CITY when the policy is canceled.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Daniel K. Gookin, Mayor

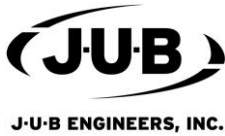
_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary:



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 2026 WRRF Facility Plan Update

CLIENT: City of Coeur d’Alene (ID)

J-U-B PROJECT NUMBER: RP-25-00021

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

AGREEMENT DATED: Click or tap to enter a date.; **or**

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B’s understanding of this project’s history and CLIENT’s general intent and scope of the project are described as follows:

The City of Coeur d’Alene’s Water Resource and Recovery Facility (WRRF) generally consists of the following processes:

- Preliminary Treatment: Influent screening and grit removal
- Influent pumping
- Primary clarification
- Secondary Treatment: Trickling filters followed by solids contact tanks and secondary clarifiers
- Tertiary Membrane Filtration (TMF)
- Disinfection using gaseous chlorine and dechlorination using sulfur dioxide gas and effluent pumping
- Solids handling and stabilization: primary and secondary solids thickening, anaerobic digestion, digester gas management, and dewatering.
- Composting of dewatered solids (offsite) – evaluation of the composting facility is not included in this facility plan.
- Foul air containment and treatment using a biotower and biofilter.

The City is seeking a comprehensive evaluation of the existing WRRF’s condition and capacity through projected Build-Out conditions, which were established in the 2024 Collection System Master Plan and appear to be within a 20-year horizon. The resulting Capital Improvement Plan (CIP) will be used to inform the City’s upcoming five-year budgeting process in early 2027 as well as provide a resource for strategic treatment planning and budgeting for the next 20 years.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Project Management

1. The following subtasks are included. Reference Exhibit 1-A Summary of Tasks and Activities for activities, assumptions and exclusions, workshops, and deliverables.

Task	Subtask	Title
100	001	Administration
100	002	Workshops

B. Task 200: Facility Plan Development

1. The following subtasks are included. Reference Exhibit 1-A Summary of Tasks and Activities for activities, assumptions and exclusions, workshops, and deliverables.

Task	Subtask	Title
200	001	Internal Coordination
200	002	QC Reviews
200	003	Compiling Deliverables
200	004	Compile Process Data
200	005	WRRF Site Visits
200	100	Executive Summary
200	101	Introduction
200	102	Existing Environment
200	103	Flows and Loads
200	104	Permit Conditions
200	105	Existing WRRF Evaluation
200	106	Development of Improvements
200	107	Recommended Plan
200	108	Capital Improvement Plan

C. Task 300: Disinfection Upgrades to Convert to Liquid Systems

1. The following subtasks are included. Reference Exhibit 1-A Summary of Tasks and Activities for activities, assumptions and exclusions, workshops, and deliverables.

Task	Subtask	Title
300	001	Preliminary Design
300	002	Final Design – Reserved; scope to be determined upon conclusion of preliminary design

D. Task 900: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. Potential Tasks are as follows:

Task	Subtask	Title
900	001	Supplemental Sampling for Biowin
900	002	IDPES Permit Assistance

Task	Subtask	Title
900	003	Detailed Equipment Evaluation
900	004	Detailed Structural Evaluation of Existing Structure(s)
900	005	Development of Improvements: Biological System Alternatives
900	006	Development of Improvements: Solids Treatment Improvement
900	007	Development of Improvements: Enhancing Existing Processes
900	008	Compost Facility Plan Update
900	009	Site Expansion (new parcels)
900	010	Public Involvement

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide on-going review of J-U-B's work and timely considerations of policy issues within a time acceptable to the CLIENT and J-U-B.
 2. Provide record drawings, reports, design memoranda, record drawings, planning studies etc. of the existing facility.
 3. Catalog existing equipment at the WRRF, including model numbers, serial numbers, manufacturers O&M manuals, etc.
 4. Provide current operating budget for the WRRF, as well as improvements planned by the WRRF operations staff in the next 5- and 10-year horizons.
 5. Provide operating and discharge monitoring report (DMR) data as available for the facility.
 6. Complete any laboratory analyses deemed necessary and prudent during the course of the work, as mutually agreed to by CLIENT and J-U-B. Tests that cannot be performed by the WRRF operators will be performed by an independent laboratory and paid for by the CLIENT. The CLIENT will also perform the sampling.
 7. Assist with physical investigations of WRRF components, including access, ventilation, and other safety needs.
 8. Environmental studies, clearances, surveys, permits, mitigation plans, etc.
 9. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any situation that affects the scope or time of performance of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.
 10. Arrange to provide access to CLIENT property for J-U-B and its agents.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Topographical survey, boundary survey, property line mapping, negotiations and preparation of legal descriptions for easements, identifying new land parcels for acquisition or treatment.
 2. Additional workshops and/or presentations in excess of those specifically noted.
 3. Industrial monitoring, analytical work, source tracing, review of internal facility procedures (e.g. washdown, pretreatment, etc.), and related discharge conditions.
 4. Detailed site planning including specific process locations, access, accommodation of surrounding land uses, exhibits, etc.
 5. Alternative process configurations (e.g. fermentation, alternate biological treatment systems, sidestream nutrient treatment, digestion alternatives, etc.) unless specifically noted otherwise above.

6. Developing more alternatives than noted in the base scope of services.
7. Detailed troubleshooting or stress testing of the existing processes, including pollutant or nutrient profiling throughout the facility.
8. Detailed design-level hydraulic modeling.
9. Diffuser, outfall, and mixing zone analysis.
10. Evaluation of the offsite composting facilities.
11. Pilot testing equipment.
12. Biosolids permitting applications or Sludge Management Plans.
13. Public involvement.
14. Grant/loan applications for funding improvements.
15. Payment of any fees required by regulatory agencies.
16. Wetland delineations; geotechnical studies; hazardous material evaluations.
17. Energy efficiency evaluations or audits.
18. Pre-design, design, construction support, and related activities for implementing improvements developed in the facility plan.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.05.
 2. J-U-B may alter the distribution of compensation between individual tasks and subtasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
 1. The estimated project duration is noted in the table below and the fee reflects this expected duration. If delays occur beyond 6 months from the total duration noted below that are not the result of J-U-B's actions, the compensation amount for J-U-B's services may be appropriately adjusted, as mutually agreed upon, to account for changes to J-U-B's standard billing rates, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Management	Time and Materials (Estimated Amount Shown)	\$135,200	Concurrent with Task 200
200	Facility Plan Development	Time and Materials (Estimated Amount Shown)	\$891,300	<ul style="list-style-type: none"> • Chapters 1 – 4 (Draft): 3 months from NTP • Chapter 5 (Draft): 6 months from NTP ^(a) • Chapter 6 (Draft): 10 months from NTP ^(a) • Client Review Draft: 13 months from NTP ^(a) • Final: within 45 days of receipt of comments on Client Review Draft
300	Disinfection Upgrades	Time and Materials (Estimated Amount Shown)	\$36,500	Draft PER and Plans within 4 months of NTP; Final within 45 days of receipt of comments on Draft
900	Management Reserve	Time and Materials (Estimated Amount Shown)	\$215,800	As mutually agreed to by CLIENT and J-U-B
Total:			\$1,278,800	

(a) Assumes receipt of comments within 30 days of issuance of preceding draft.

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-B.

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.
- B. Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.
- C. Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.
- D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, which may include AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-A: Tasks and Activities
- Exhibit 1-B: Work Breakdown Structure

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Water Treatment

PROJECT DESCRIPTION(S):

(a) Wastewater Treatment (S04-T)

(b) Choose an item.

Exhibit 1-A: Summary of Tasks and Activities

Date: 4/12/2026

Task	Subtask	Title	Purpose	Subtasks / Activities	Workshops	Deliverables
100	-	Project Management				
100	001	Administration	Provide effective oversight, coordination, and documentation of the Facility Plan project, maintaining control over project planning, execution, communication, quality, finances, and closeout activities to achieve successful project delivery in alignment with City expectations.	<ul style="list-style-type: none"> - Set up project into J-U-B's financial and record keeping systems for document retention and project controls. - Execute subconsultant agreements - Develop project approach, intermediate milestones, and work plan. - Assemble and disseminate background information to design team. - Regularly monitor project status, budget and schedule. - Review the project schedule monthly and provide updates as appropriate. - Conduct resource management and allocation based on project schedules and activities. - Provide a monthly invoice including a summary letter ("report") of project status, budget, and schedule. - Provide ongoing document handling and filing. - Archive paper and electronic files and records. - Communicate the project completion to CLIENT - Close financial billing and accounting records in J-U-B's financial and record-keeping systems. 	- Monthly informal check-ins	<ul style="list-style-type: none"> - Project Schedule - Monthly status reports / invoices
100	002	Workshops	Provide structured, collaborative meetings held at key points in the project to gather input, review interim conclusions, brainstorm alternatives for evaluation, review CLIENT REVIEW DRAFT documents, and review schedule and deliverables.	<ul style="list-style-type: none"> - Regularly scheduled meetings with City / Consultant. City expects a member of the City Council will attend all workshops as a Council "liaison". - J-U-B's and Carollo's project manager and process lead(s) (as appropriate) will attend in person; other design professionals will attend virtually, as required. 	<p>Workshops will occur concurrent with Task activities described below. Will track effort in this task/subtask.</p> <p>Final Presentation to City Council: Develop technical content and assist in presentation material; attend Council Meeting but presentation will be made by City Staff.</p>	- Workshop Agendas, Materials, and Notes.
200	-	Facility Plan Development				
200	001	Internal Coordination	Coordinate analysis and findings among technical team members.	Conduct regular meetings with J-U-B and Carollo staff as appropriate and necessary for the work progression.	Regularly scheduled meetings.	N/A
200	002	QC Reviews	Provide review that verifies that project deliverables are complete, align with City goals, and are ready for submission before they move to the next phase.	Conduct internal reviews coinciding with project deliverables, and as considered appropriate by J-U-B, for quality control and assurance.	N/A	-
200	003	Compiling Deliverables	Provide final quality, organization, and packaging step before submission.	<ul style="list-style-type: none"> - Prepare the WRRF Facility Plan Update by compiling the chapters developed in previous tasks, assemble appendices, and deliver copies to City and IDEQ (final). - Review and respond to City / Agency comments. - Conduct internal review and coordination of comments. 	N/A	<ul style="list-style-type: none"> - Chapters 1 - 4 PROGRESS PRINT - Chapters 1 - 5 PROGRESS PRINT: respond to / incorporate City comments from prior draft and issue Chapter 5 - Chapters 1 - 6 PROGRESS PRINT: respond to / incorporate City comments from prior draft and issue Chapter 6 - CLIENT REVIEW DRAFT of compiled Facility Plan - Respond to / integrate City comments and issue FINAL Facility Plan
200	004	Compile Process Data	Gather the factual, technical, and contextual information needed for the Facility Plan Update.	<ul style="list-style-type: none"> - Develop a Data Request table of information considered necessary for evaluation and analysis of the facility. - Assemble data, including influent and effluent flows, influent loading constituents, process monitoring data, operating data, etc. It is expected that the City has the data readily available in Excel format. 	-	Data Request
200	005	WRRF Site Visits	Early-phase task to verify real-world conditions, reduce uncertainty, and give the project team firsthand understanding of the WRRF.	<ul style="list-style-type: none"> - Site visit to visually observe the existing condition of the WRRF and solicit operator input on current operations, limitations, and deficiencies. The following disciplines will be represented: Process Mechanical, Structural, and Electrical / Instrumentation. - If a detailed evaluation of a specific structure or component of the facility is desired, the work can be added as an Additional Service. 	Site Tour: Liquid and Solids Stream Processes (combined with Kick-Off Meeting)	-

Exhibit 1-A: Summary of Tasks and Activities

Date: 4/12/2026

Task	Subtask	Title	Purpose	Subtasks / Activities	Workshops	Deliverables
200	100	Executive Summary	Provide a concise, high-level overview of a rest of the Facility Plan to give decision-makers the essential information they need quickly and without reading the entire document.	Summarize the chapters of the Facility Plan Update.		With CLIENT REVIEW DRAFT and FINAL
200	101	Chapter 1 - Introduction	Sets the stage for the entire document, orients the reader to the facility, establishes context and facility history, and clearly establish goals of the update.	<ul style="list-style-type: none"> - Define project vision, goals, criteria, and project guiding principles. - Define ability / need for integrating with other City planning documents and planning horizon. - Summarize the facility history, including previous planning efforts. - Present plan organization and content. 	- Workshop #1 - Project Kickoff Meeting	Initial submission: Chapters 1 - 4 PROGRESS PRINT
200	102	Chapter 2 - Existing Environment	Provides a general overview and background of the City's current municipal wastewater treatment facility site and surrounding area.	<ul style="list-style-type: none"> - Review and summarize recent planning documents, e.g. the 2024 Collection System Master Plan. - Establish the current and future service area / planning boundaries. - Review recent service area population trends and extrapolate into the future for the planning horizon. - Summarize current users by type and function, including SIUs. - Preliminary review of environmental conditions in the planning area and proximity to the plant per IDEQ Facility Planning Checklist ENG-02. 	Workshop #2 – Review Basis of Design (Chapters 1 through 4)	Initial submission: Chapters 1 - 4 PROGRESS PRINT
200	103	Chapter 3 - Flows and Loads	Establish <i>What is Coming In</i> today and projected through the planning period.	<ul style="list-style-type: none"> - Characterize and document the recent WRRF influent / effluent flows and loads (BOD, TSS, TKN, NH3, and TP) for the prior 5 years. - I/I Evaluation: an I/I evaluation is not included in the scope of services. - Review growth assumptions and projected build-out population from the <u>2024 Collection System Master Plan</u>. City will review with their Planner and consider if a factor of safety or additional growth allowance should be factored in to the growth estimates. The planning period is defined as the Build-Out scenario for the 2024 study. - Separation of SIU contributions, including analysis of potential future discharges or allowances, is not included in the scope. - Develop future flows and loads for the planning period based on observed influent conditions and assumed growth rate. - Review flow and load projections with the City (during a workshop) and determine if an additional allowance is desired. - It is assumed that the CDA WRRF will not accept septage receiving 	Workshop #2 – Review Basis of Design (Chapters 1 through 4)	Initial submission: Chapters 1 - 4 PROGRESS PRINT
200	104	Chapter 4 - Permit Conditions and Discharge Requirements	Summarize known permit conditions and identify potential long-range permit drivers for the facility to determine <i>What must go out</i> .	<ul style="list-style-type: none"> - Summarize the existing permit conditions (issued Sept 2025). - Explore the regulatory and permitting environment and prepare a summary of current water quality drivers on the Spokane River and downstream water segments. Qualitatively discuss potential long-range water quality drivers that could impact the facility. - Meet with DEQ to discuss potential long-range water quality drivers that could impact the facility's discharge to the Spokane River, including current or potential TMDLs affecting the Spokane River. - The Facility Plan will assume biosolids must be treated sufficiently for use at the City's Compost Facility. Long-range permit drivers for biosolids disposal will not be considered in the Facility Plan. - The Facility Plan will assume existing IPDES permit conditions apply for the next 5 to 10 years. Based on discussions with the City, this window is appropriate since rate studies are updated every 5 years and a facility plan update would likely be done within the next 10 years to stay ahead of the curve. 	Workshop #2 – Review Basis of Design (Chapters 1 through 4)	Initial submission: Chapters 1 - 4 PROGRESS PRINT

Exhibit 1-A: Summary of Tasks and Activities

Date: 4/12/2026

Task	Subtask	Title	Purpose	Subtasks / Activities	Workshops	Deliverables
200	105	Chapter 5 - Existing WRRF Evaluation	Evaluate the WRRF's current equipment / process condition, operating conditions, capacity, performance, and ability to maintain permit			Initial submission: Chapters 1 - 5 PROGRESS PRINT
	105.01		Summarize overall process schematic and major processes	<ul style="list-style-type: none"> - Develop an aerial map of the facility and identify existing components. - Develop an overall process schematic(s). - Incorporate HGL diagrams from prior reports / plans - List major processes within the WRRF (note: composting is not included in the facility plan) 		
	105.02		Current equipment / process condition	<ul style="list-style-type: none"> - Discuss operations with staff during site visits. - Incorporate site visit observations (by process mechanical, structural, and electrical / instrumentation) into process summaries. - Compile data provided by City for existing equipment (e.g. pumps, motors, valves, etc.) - Review current condition of major process equipment and estimate probable remaining life. - Determine approximate age of existing structures. - Determine probable life of equipment based on category (not on a case-by-case basis). 		
	105.03		Current operating conditions and capacity	<ul style="list-style-type: none"> - Document existing modes / ranges of operation, utilizing information from the 2018 Facility Plan, prior PER's, and record drawings as data are available. - Present current operating design criteria and compare to regulatory / literature values. - Define redundancy requirements. - For each major treatment process, provide a brief description, summarize available design criteria, and list operational deficiencies as identified by operations staff and observed during the site visit. - Identify existing capacities, design criteria, and redundancy requirements for main treatment processes. Capacities from past studies, previously reported facility design criteria, calculations for individual processes, observed performance, operator input, and general literature or manufacturer values will be used. - Establish a planning-level mass balance for the facility based on current loading and operating parameters. Review estimate against process logs provided by CLIENT. - Estimate capacity at current operating conditions and qualitatively determine if additional capacity could be realized with process modifications. - Summarize current loading versus estimated capacity (on a percentage basis) on a process-by-process basis based on the evaluation noted in the preceding items. A detailed capacity evaluation to determine the maximum number of equivalent residential units (ERUs) that can be served at the facility will not be completed. If required, the work can be completed under the Management Reserve task. 		
	105.04		Biological System Deep-Dive (TF/SC/TMF)	<ul style="list-style-type: none"> - Develop a plant-wide Biowin model and calibrate to existing operating conditions --> Additional testing and process data may be required to support model calibration - see Task 900-001. - Review EPS issues in the TMF and determine potential root causes. 	Workshop #3 - Existing WRRF Biological Evaluation	
	105.05		Historical WRRF performance	<ul style="list-style-type: none"> - Present historical effluent quality compared to current and known future permit limits for the prior 5 years. - Summarize self-reported permit violations. 		
	105.06		Likelihood / Consequence of Failure	<ul style="list-style-type: none"> - Based on the equipment / process condition, operating conditions, and capacity, determine the resulting risk for each major process (or subprocess as appropriate) for the facility. 		

Exhibit 1-A: Summary of Tasks and Activities

Date: 4/12/2026

Task	Subtask	Title	Purpose	Subtasks / Activities	Workshops	Deliverables
200	106	Chapter 6 - Development of Improvements	Prepare a range of WRRF liquid stream solutions to address operational challenges/deficiencies, accommodate growth, and stay ahead of permit requirements through the planning period.	<i>Assumption: It is assumed that improvements to the facility will consist of applying current technologies, unless noted otherwise. If alternative technologies are desired, the work will be completed as an Additional Service.</i>		Initial submission: Chapters 1 - 6 PROGRESS PRINT
	106.01		Establish preliminary planning criteria and objectives.	- Collaborative work session with the City at the onset of Chapter 6 to coalesce conclusions from Chapter 5 and brainstorm potential improvements for the facility.	Workshop #4 - Brainstorming Potential Improvements and Review No Action Assessment	
	106.02		No Action Alternative	Evaluate the facility if no changes are made during the planning period, other than necessary maintenance and replacement of existing equipment. Processes projected to be above 100% capacity will require capacity upgrades to maintain a reliable level of service, and processes projected to be at or above 85% capacity should be considered for improvements / capacity upgrades during the planning period.	Workshop #4 - Brainstorming Potential Improvements and Review No Action Assessment	
	106.03		Regional Facility	Not determined to be feasible / practical	N/A	
	106.04		Biological System Alternatives	- The base scope does not include work in this subtask. The No Action alternative will evaluate the capacity and viability of continued use of the existing processes. In subtask 106.08, base improvements will be identified for continued operation of the processes. - The City may consider authorizing a deep-dive into alternative process configurations based on the findings above. If desired, the scope can be modified by Additional Service. See also Management Reserve subtask 900.005.		
	106.05		Solids Treatment Improvements	- Utilize the No Action Alternatives capacity evaluation to determine potential improvements to the existing solids handling and anaerobic digestion processes for build-out loading conditions, assuming continued use of the existing mesophilic digestors. The analysis will be at the overall process level for major component sizing. - Estimate timing of improvements to stay ahead of growth and feasibility of phasing new construction. - The City may consider authorizing a deep-dive into the solids process based on the findings above. If desired, the scope can be modified by Additional Service. See also Management Reserve subtask 900.006.		
	106.06		Reuse: evaluate to advance prior reuse evaluations and present potential implementation costs.	- Evaluate existing performance / effluent quality compared to IDAPA 58.01.17 Recycled Water Rules for Class A reuse. - Evaluate capacity / ability to achieve Class A with existing components; assumes diversion of flow from the TMF through the existing closed-vessel UV system. - Identify necessary improvements to achieve Class A to 1 mgd capacity. - Estimate cost savings if 1 mgd is not discharged to the river, i.e. reduction in chemical usage resulting in relaxed total phosphorus target; assume reuse period is May 1 through September 15. - EXCLUSIONS: evaluation does not include determining potential Class A reuse sites, estimating cost for distribution, stakeholder engagement for potential sites, permit coordination / application with DEQ, pilot test program, public involvement, etc.		
	106.07		Enhancing Existing Processes	The base scope does not include work in this subtask. Depending on the results of the No Action evaluation, the City may determine that some processes warrant further evaluation and development of alternatives. See also Management Reserve subtask 900.007.		
	106.08		Maintaining Existing Processes (replace in-kind)	- Develop Capital Improvement Projects for each major process to address needs identified through the planning period. It is assumed that 'minor' equipment (e.g. pumps, motors, valves, etc.) are budgeted appropriately by the City through O&M. These projects are generally expected to be \$250,000 or larger. - Does not include evaluating specific manufacturers. - Electrical and Controls Improvements. H2E has been replacing panels and looked at arc-flash, but did not look at age / condition of electrical gear. Need to evaluate standby power needs.	Workshop #5 - Review of Potential Improvements	

Exhibit 1-A: Summary of Tasks and Activities

Date: 4/12/2026

Task	Subtask	Title	Purpose	Subtasks / Activities	Workshops	Deliverables
	106.09		Site Master Planning (50,000 ft level)	<ul style="list-style-type: none"> - Develop a site master plan based on conclusions developed above. Layouts will be conceptual in nature, identifying likely areas of expansion rather than specific locations, elevations, sizes, etc. of improvements. - Conceptually identify ability to phase improvements from a process reliability and constructability standpoint. - Estimate space needed for current levels of treatment. Layouts assume the existing property boundary remains unchanged. - Conceptually identify areas for additional / quaternary treatment in the future. - Identify if existing components should be relocated / repurposed to recapture space for future upgrades or treatment. 	Workshop #6 - Site Master Planning	
200	107	Chapter 7 - Recommended Plan	Compile potential alternatives, establish evaluation criteria and overall ranking.	<ul style="list-style-type: none"> - Develop Decision-Making Framework - Identify Evaluation Criteria - Facilitate City Input and Alignment - Develop Evaluation Metrics and Scoring Methods 	Workshop #7 - Select Preferred Alternatives and Draft CIP	Chapter 7
200	108	Chapter 8 - Capital Improvement Plan	Prioritize improvements for implementation, establish a detailed 5-year CIP and 20-year conceptual plan for the WRRF, estimate potential impact to rates	This task primarily consists of conducting workshops to rank, group, and prioritize projects for implementation at the facility.	Workshop #8 - Review Draft Report	Chapter 8
300	-	Disinfection Upgrades to Convert to Liquid Systems				
300	001	Preliminary Design	Develop a preliminary design for converting the existing gas disinfection and de-chlorination systems to liquid feed systems (sodium hypochlorite and SBS).	<ul style="list-style-type: none"> - Conduct a site visit during Kick-Off Meeting to review existing components, desired improvements, potential location for new feed systems, instrumentation and control systems, and related items. - Review historical gaseous chlorine and SO 2 feed rates; review historical effluent disinfection performance. Develop recommended design dose based on historical performance. - Determine weekly usage rate and storage requirements. It is assumed that 12.5% solution strength will be used and ~4,000 gal deliveries will be received. - Review feed pump options with City staff and determine pump configuration (duplex, triplex, other) for each feed system. It is understood that the City has pre-procured some equipment items already. - Contact equipment vendors for pumps (skids), tanks, and other equipment. - Develop preliminary plans and process schematic for new feed systems. - Determine storage tank locations and storage requirements (IBC requirements, temperature stability, etc.). - Develop a preliminary construction sequencing plan and demolition plans for removing existing disinfection 	Workshop 400-1: Kick-Off Meeting Workshop 400-2: Concept Review Workshop 400-3: Review final City and DEQ Comments	<ul style="list-style-type: none"> - PER for Client Review - Sealed final PER for Client and submission to DEQ - Address DEQ comments (letter or addendum assumed)
300	002	Final Design	To be determined upon conclusion of preliminary design			
900	-	Management Reserve				
900	001	Supplemental Sampling	Provide the analysis team a deeper, more complete, accurate, and targeted understanding of what is entering, moving through, and leaving the facility—beyond what is required by routine regulatory monitoring.	Supplemental testing and sampling data request: includes location, samples, testing, grab or composite, and frequency: Influent, Primary Effluent, Trickling Filter Effluent, SC Effluent, TMF Effluent, Side streams.	-	Supplemental Data Collection Request
900	002	Regulatory Coordination	Assist City with regulatory discussions or negotiations that could affect future permit conditions.	<ul style="list-style-type: none"> - Assist City with IDPES Permit discussions with regulatory agencies. - Conduct meetings with DEQ and/or Ecology to refine and better understand potential long-term water quality and/or biosolids regulations that could impact the facility. - Evaluate and establish hypothetical future permit conditions into the analysis, e.g. TN limit, temperature limits, etc. 		
900	003	Detailed Equipment Evaluation	Assist City in evaluating individual equipment items in further detail based on a review of current operations, date of original installation, improvements in process equipment (current offerings), and other readily available information.			

Exhibit 1-A: Summary of Tasks and Activities

Date: 4/12/2026

Task	Subtask	Title	Purpose	Subtasks / Activities	Workshops	Deliverables
900	004	Detailed Structural Evaluation of Existing Structure(s)	Evaluate existing structures and estimate potential useful life based on a review of available record drawing information, date of construction, changes in code since original date of construction, non-destructive testing, and other readily available information.			
900	005	Development of Improvements	Biological System Alternatives	<ul style="list-style-type: none"> - Utilize Biowin model (Task 105) to evaluate the following options for enhancing the biological system for facility build-out: <ol style="list-style-type: none"> 1) retaining the TF, expanding the SC, retaining the TMF; 2) retaining the TF and SC, and expanding the TMF, 3) removing the TF/SC and converting to activated sludge using an MBR. - Identify site layout requirements for each alternative. - Estimate timing of improvements to stay ahead of growth and feasibility of phasing new construction. - Develop order of magnitude cost estimates for comparison of the alternatives. - Develop evaluation criteria with City input and determine preferred biological approach. - Create exhibits for site layout and update CIP 	Workshop TBD	
900	006	Development of Improvements	Solids Treatment Improvements / High-Rate Digestion	<ul style="list-style-type: none"> - Review potential for repurposing existing unused components for storage or additional digestion capacity. - Identify expansion requirements for solids handling and digestion. - Develop screening-level summary of two to three high rate digestion alternatives for consideration by the City, and advance potentially feasible alternatives for further consideration. - Create exhibits for site layout and update CIP 	Workshop TBD	
900	007	Development of Improvements	Enhancing Existing Processes	<ul style="list-style-type: none"> - Grit: Evaluate alternative grit removal systems (vortex or stacked tray) and impact on the facility (e.g. biosolids). - TMF: incorporate TMF design conclusions. - Conversion to UV disinfection (with liquid hypo and SBS backup) - Gravity Thickening: evaluate ability to add additional units versus an alternate thickening approach (e.g. RST). - Primary scum / thickened PS and TWAS pumping - Solids Storage: Evaluate options for adding digested solids storage (currently ~3 days). Includes reviewing ability to repurpose Digester #2. - Replace older centrifuge (scheduled to be replaced in 2019) with screw press - Biofilter and biotower: review foul air capture, conveyance, and treatment - Create exhibits for site layout and update CIP 	Workshop TBD	
900	008	Compost Facility Evaluation	Update the existing Compost Facility Plan (completed in 2017)			
900	009	Site Expansion	Evaluate potential to expand the facility to adjacent land parcels.			
900	010	Public Involvement	Provide public interface specialists to engage stakeholders on proposed or potential improvements at the facility or in the community (e.g. reuse)			

EXHIBIT 1-B: WORK BREAKDOWN STRUCTURE

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Shoolroy, Levi Engineer – Discipline Lead -	Cummings, Mark Program Manager	Conn, Ruel Program Manager	Cutler, Kylie Project Engineer I	Schmidt, Lauren Project Engineer II	Boyd, Brandon Project Designer	Krallman, Scott Project Engineer - Senior	Holder, William CAD Designer - Senior	Halland, Katie Administrative Assistant	Hogsett, Mitchell Project Engineer - Lead	Schuster, Jessie Project Engineer - Lead	Baune, Jon Program Manager	Watkins, Raymond Program Manager - Senior	Barker, Matthew Project Engineer - Lead	Utecht, Kimberly Project Accountant - Lead	Yake, Christopher GIS Analyst - Senior	Stuebaker, Jesse Professional Land Surveyor	Baden, Andrew Project Engineer - Senior		J-U-B Expenses	Subconsultant Expenses	Total Compensation
100		Project Management	157	6	50	72	26	0	0	0	4	0	2	0	16	0	16	0	0	0	0	\$0	\$49,800	\$135,200
100	001	Administration	105	4	4	8	0	0	0	0	4	0	0	0	0	0	16	0	0	0	0	\$0	\$16,800	\$52,300
100	002	Workshops	52	2	46	64	26	0	0	0	0	0	2	0	16	0	0	0	0	0	0	\$0	\$33,000	\$82,900
200		Facility Plan Development	263	62	205	634	438	186	0	86	92	56	28	8	24	40	0	8	8	0	0	\$8,300	\$432,000	\$891,300
200	001	Internal Coordination	24	0	24	24	24	0	0	0	0	0	0	0	6	0	0	0	0	0	0	\$0	\$37,300	\$61,700
200	002	QC Reviews	14	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$25,900	\$43,200
200	003	Compiling Deliverables	5	0	0	10	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	\$5,000	\$3,200	\$12,500
200	004	Compile Process Data	5	0	0	20	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$4,400	\$13,300
200	005	WRRF Site Visits	10	8	10	18	16	0	0	8	0	0	8	0	8	0	0	0	8	0	0	\$2,800	\$22,700	\$46,900
200	100	Executive Summary	8	0	0	16	16	0	0	0	8	0	0	0	0	0	0	0	0	0	0	\$0	\$2,600	\$12,100
200	101	Introduction	4	0	0	26	0	0	0	12	6	0	0	2	0	0	0	8	0	0	0	\$500	\$3,700	\$15,300
200	102	Existing Environment	4	0	0	0	0	36	0	0	8	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$7,300
200	103	Flows and Loads	6	0	28	0	0	102	0	0	8	0	0	6	0	0	0	0	0	0	0	\$0	\$0	\$26,600
200	104	Permit Conditions	10	0	0	0	0	0	0	0	6	56	0	0	0	0	0	0	0	0	0	\$0	\$6,100	\$22,100
200	105	Existing WRRF Evaluation	81	0	50	254	176	24	0	24	16	0	8	0	0	0	0	0	0	0	0	\$0	\$176,500	\$310,000
200	106	Development of Improvements	58	2	63	170	182	0	0	12	16	0	12	0	10	40	0	0	0	0	0	\$0	\$104,600	\$227,400
200	107	Recommended Plan	22	0	20	68	0	0	0	20	6	0	0	0	0	0	0	0	0	0	0	\$0	\$28,500	\$57,300
200	108	Capital Improvement Plan	12	0	10	28	24	0	0	10	8	0	0	0	0	0	0	0	0	0	0	\$0	\$16,600	\$35,700
300		Disinfection Upgrades to Convert to Liquid Systems	4	0	16	0	0	0	78	40	6	0	0	0	8	0	0	0	0	4	0	\$0	\$0	\$36,500
300	001	Preliminary Design	4	0	16	0	0	0	78	40	6	0	0	0	8	0	0	0	0	4	0	\$0	\$0	\$36,500
300	002	Final Design - Reserved	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900		Management Reserve	76	6	26	216	80	16	0	28	16	0	0	0	0	0	0	0	0	0	0	\$0	\$118,300	\$215,800
900	001	Supplemental Sampling for Biowin	2	0	0	4	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$13,100	\$16,900
900	002	IDPES Permit Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900	003	Detailed Equipment Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900	004	Detailed Structural Evaluation of Existing Structure(s)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900	005	Development of Improvements: Biological System Alternatives	24	4	4	104	0	0	0	8	4	0	0	0	0	0	0	0	0	0	0	\$0	\$40,500	\$71,300
900	006	Development of Improvements: Solids Treatment Improvement	12	0	0	24	0	0	0	8	4	0	0	0	0	0	0	0	0	0	0	\$0	\$28,400	\$38,300
900	007	Development of Improvements: Enhancing Existing Processes	38	2	22	84	80	0	0	12	8	0	0	0	0	0	0	0	0	0	0	\$0	\$36,300	\$89,400
900	008	Compost Facility Plan Update	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900	009	Site Expansion (new parcels)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
900	010	Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Total Hours			500	74	297	922	544	202	78	154	118	56	30	8	48	40	16	8	8	4	0			3,107
Total Costs																						\$8,300	\$600,100	\$1,278,800

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2026
FROM: Ben Martin, Asst. Wastewater Director
SUBJECT: Approval and Award of Proposal for the Purchase of a 2027 Dump Truck

=====

DECISION POINT: Should Council approve the purchase of a 2027 Dump Truck from Kenworth Sales Co. through the Sourcewell cooperative purchasing program in the amount of \$280,760?

HISTORY: The Wastewater Department, in keeping with its regular equipment replacement schedule, identified the need to replace an aging biosolids dump truck in the FY 2025-2026 Wastewater Operating Fund budget. The Department recommends purchasing the new truck through the Sourcewell program pursuant to Idaho Code § 67-2807.

Sourcewell has obtained pricing for the specified equipment through a competitive bidding process with the State of Minnesota that is open to all federal, state/province, and local municipal government entities. This allows the City to take advantage of an established contract and avoid conducting its own separate bid.

PERFORMANCE ANALYSIS: The Wastewater Utility uses this equipment on an almost daily basis to deliver wastewater biosolids from the treatment facility to the compost facility. Our department recently completed improvements to the solids building to accommodate this new larger truck. The new truck would hold about 50% more biosolids freeing up time for our operators to work on other facility needs. Replacing the existing 2013 dump truck will ensure reliability and efficient use of our time. Upon delivery of the new unit, the existing truck will be transferred to another city department.

FINANCIAL ANALYSIS: Funding for this purchase is available within the Replacement Equipment section of the approved FY 2025-2026 Wastewater Operating Fund (line item #031-058-4352-7515). The quote amount of \$280,760 is below the budgeted allocation, allowing the Department to remain well within its approved capital budget.

The purchase will be made under Sourcewell Contract #032824-KTC (2027 Kenworth T880 w/ 20' Dump body). City Sourcewell Member #68749.

RECOMMENDATION: Council should approve the Sourcewell purchase of one (1) 2027 Kenworth T880 Dump Truck from Kenworth Sales Company in the amount of \$280,760.

RESOLUTION NO. 26-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF A 2027 KENWORTH T880 DUMP TRUCK, FOR THE WASTEWATER DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$280,760.00 FROM KENWORTH SALES COMPANY, INC., THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM.

WHEREAS, Wastewater Department Staff solicited a quote for a 2027 Kenworth T880 Dump Truck from Kenworth Sales Company, Inc., through the Sourcewell Cooperative Purchasing Program, contract 032824-KTC, which quote was in the amount of \$280,760.00; and

WHEREAS the Sourcewell quote is based on a competitive process, and Sourcewell has previously been approved by Council for such purchases as required by Idaho Code § 67-2807; and

WHEREAS, the Wastewater Department has recommended that the City purchase the 2027 Kenworth T880 Dump Truck for an amount not to exceed Two Hundred Eighty-Thousand Seven Hundred-Sixty and no/100 dollars (\$280,760.00), for the Wastewater Department from Kenworth Sales Company, Inc., through the Sourcewell Cooperative Purchasing Program; and

WHEREAS, it is in the best interests of the City to purchase the vehicle.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City purchase a 2027 Kenworth T880 Dump Truck for an amount not to exceed \$280,760.00, from Kenworth Sales Company, Inc., through the Sourcewell Cooperative Purchasing Program, per the attached Exhibit "A" which is incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the purchase terms provided the substantive provisions of the purchase remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 19th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.



INVOICE

Kenworth Sales Company, Inc.

4373 W Expo Pkwy
Post Falls, ID 83854-7434

kenworthsalesco.com

Invoice #: DE-13932
 Invoice Date: _____
 Invoice #: _____
 Department: NewTrucks
 Salesperson: Matt Schmidt
 PO #: _____

Bill To: **PROS-005318**
 CITY OF COEUR D'ALENE WASTEWATER UTILITY DEPT
 765 W HUBBARD AVE
 COEUR D ALENE ID 83814-2232
 P:(208) 769-2277

Ship To:
 CITY OF COEUR D'ALENE WASTEWATER UTILITY DEPT
 765 W HUBBARD AVE
 COEUR D ALENE, ID 83814-2232

Stock#: Factory Order VIN:TBD

2027 Kenworth T880
 OSW 20' w/ Poly Liner and HAZ Waste Locks
 Extended Kenworth Vehicle Warranty 5yr/100k

Price: **\$197,607.61**
 \$82,952.10
 \$0.00
 Sourcewell Discount \$--4,978.25
Per Unit: **\$285,537.96**

Total Price **\$285,537.96**
 Documentation Fee \$200.00
Total **\$280,759.71**

Extended KW Chassis warranty 5yr/100k
 Eaton Endurant Warranty 3yr/350k
 Paccar MX Engine Warranty 2yr/250k

Chassis completed within 90 days from order

OSW Body 6-8 weeks out after chassis delivery

SOURCEWELL CONTRACT 032824-KTC

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

CITY OF COEUR D'ALENE WASTEWATER UTILITY DEPT

 Customer

 Customer Signature

 Date

 Dealer Signature



OSW Equipment & Repair, LLC
TRUCK BODY - STEEL
STD - TAPERED
SDBTS

References:		Initial
Quote Number:	SP 10	
Truck Make:	Kenworth	
Truck Model:	T880	
Truck Cab to Axle:	184" Range	
Truck Wheelbase:		
Cab to Body Gap:	9" to 10" Range	
Rear Overhang:	18" to 21" Range	
Body Width:	67" (SQ STD)	
Body Length:	26'6"	
Floor:	5/16" AR450 or Better Steel (ROCK)	
Rear Crossmember:	8" Rear Channel Assembly	
Rock Lip:	YES	
Sides:	5/16" AR450 or Better Steel (ROCK)	
Side Height:	47-1/2" at the Front That Tapers to 35" at the Rear (SDBTS STD)	
Longitudinal:	1/4" GR50 Steel 10"	
Top Rails:	5/16" AR450 or Better Steel (ROCK)	
Top Rail Style:	Standard - Flat Top	
Mid Rails:	10GA GR50 Steel (SQ STD)	
Bulkhead:	5/16" AR450 or Better Steel (ROCK)	
Corrugated:	YES (STD)	
Shovel Holder:	YES - Driver Side	
Corner Posts:	1/4" GR80 Steel (ROCK)	
Tail Light Style:	Round (STD)	
Mount Style:	Doghouse	
Material:	5/16" AR450 or Better Steel (ROCK)	
Hi Lift:	YES	
Trailer Body Hi Lift:	NO	
Tailgate:	5/16" AR450 or Better (ROCK)	
<div style="border: 1px solid black; padding: 5px; margin: 5px;"> (4 Total) - 3/16" Formed Channels Located Horizontally (1) Top, (2) Middle, (1) Bottom - Hinged at Top with 1.25" Pins </div>		



OSW Equipment & Repair, LLC
TRUCK BODY - STEEL
STD - TAPERED
SDBTS

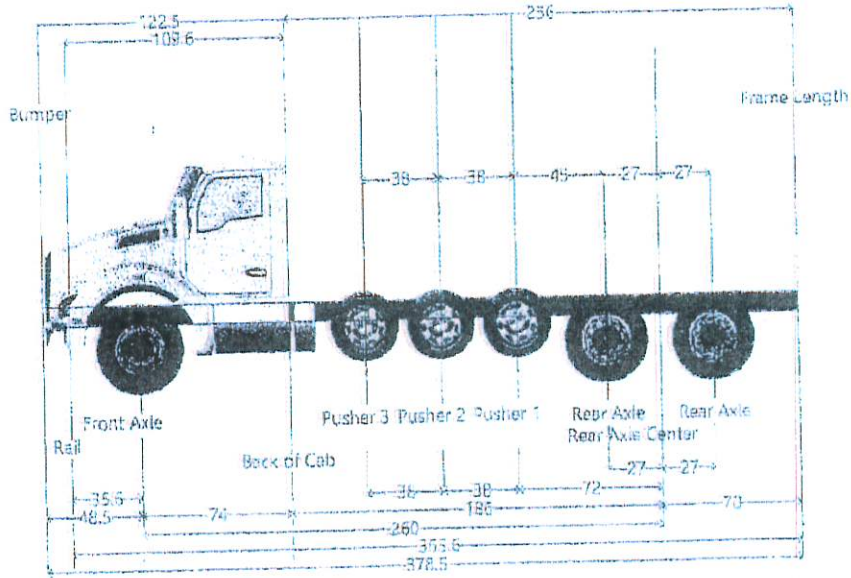
References:		Initial
Tailgate Angle:	20 Degrees (STD)	
Asphalt Gates:	2 - Must Have Haz Locks	
Asphalt Gate Width:	14"	
Air Operated:	NO	
Cab Guard:	10GA A36 Steel (STD)	
Height:	72" From Bottom of Long to Inside Corner of Guard	
Tailgate Locks:	Electric Over Air Operation - 2.5' x 6" Air Operated Cylinder (STD)	
Hazard Locks:	2 (STD) Cannot Have Tailgate Opener	
Waste Seal:	NO	
Chain Retainers:	4 (STD)	
Tailgate Opener:	NO	
Tarp System:	"LC" Electric Tarp - Pull Tarp Brand	
Mount Location:	High	
Tarp Material:	Asphalt	
Tarp Color:	Black	
Integrated Housing:	NO	
Tarp Housing Paint:	NO	
Motor Location:	Left Hand (STD)	
Trailer Tarp Wiring:	YES	
Side Boards:	Brackets with 4"x10" Lumber for a 17' Body and Longer	
Top Board Angle:	NO	
Plywood Lining:	NO	
Steps & Handles:	(1) Mounted on Midrail, (2) Bottom of Sidewal, (1) Front Driveside Inner Corner (STD)	
Add Steps:	NO	
Add Handle:	NO	
Full Walk Rail:	NO	
Fold Down Ladder:	NO	
Fenders:	5/16" A450 or Better Steel (ROCK)	
Spray Guards:	NO	
Body Lights:	ICC/DOT Legal Lights Grannet Mounted LED's	
Markers:	(2) 2" Marker Per Corner Post	
Stop, Turn, Tail:	2 Per Side	



OSW Equipment & Repair, LLC
TRUCK BODY - STEEL
STD - TAPERED
SDBTS

References:		Initial
Midrail Lights:	1 Per Side (2 Total STD)	
Midrail Light Size:	2"	
Additional Lights:	NO	
Chassis Lights:	ICC Light Cluster at Rear	
Rear Light Plate:	(2) - Stop, Turn, Tail Lights & (1) - Backup Light	
Mud Flaps:	OSW 30" HD Rubber Flaps Mounted Front, Mid, and Rear *See Truck Drawing for Dimensions*	
Backup Camera:	YES - OSW to Install Monitor	
PTO:	Air Shift PTO (Standard) *Mandatory Factory Supplied Switch, Wiring, and Program*	
Transmission:	RTL018918B	
Pump:	Direct Mount P51 Pump (STD)	
Valve:	3 Spool Valve - Parker (Required with HI Lift)	
Cylinder:	Match Body Length	
Control Power:	Cable (STD)	
Control Mount:	Console (STD)	
Oil Tank:	10GA H-Tensite Formed Steel - 35 Gal Capacity	
Body Vibrator:	Yes	
Rear Hinges:	Standard Heavy Duty Hinged Pad Assembly with 1" Thick Ears, 2" Hardened Pins, and Grease Fittings	
Body Scales:	NO	
Chlp Bar:	YES Customer Must Sign off On Dimensions	
Hitch:	YES	
Height:	24" (OSW Standard)	
Location:	Rear Of Tire IS Flush with Forward Inner Face of Pintle	

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	50	233	283
Bumper to Back of Cab	122.5	48.5	74
Bumper to Front Axle	48.5	48.5	0
Bumper to Front Frame	109.6	48.5	-15.6
Cab to End of Frame	256.0	74	130
Cab to Rear Axle	186.0	74	260
Effective Bumper to Back of Cab	122.5	48.5	74
Frame Length	256.0	256.0	340
Front Axle to Back of Cab	74.0	0	74
Front of Frame to Axle	38.0	-35.0	0
Load Space	256.0	74	130
Overall Length	378.5	48.5	536
Overhang	70.0	260	330
Pusher Offset #1	10.0	233	260
Pusher Offset #2	15.0	233	260
Pusher Offset #3	10.0	233	260
Tag Offset	27.0	186	187
Wheelbase	240	0	240

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 19, 2026
FROM: CHRIS BOSLEY, CITY ENGINEER
SUBJECT: 2026 PEDESTRIAN RAMP IMPROVEMENT PROJECT CONTRACT
AWARD

DECISION POINT:

Staff is requesting award of a contract to LaRiviere, Inc. for the 2026 Pedestrian Ramp Improvement Project for \$319,689.

HISTORY:

The Americans with Disabilities Act (ADA) requires that when a street receives an asphalt overlay, existing pedestrian facilities must be brought into compliance. Per City code, property owners are responsible for the sidewalks along their frontages. The City accepts responsibility for corners at intersections. To remain in compliance, the City intends to replace or install new pedestrian ramps within the limits of asphalt overlay projects that have been completed recently. Under contracts approved by City Council, HMM Engineering evaluated which corners are not in compliance, determined how to bring them into compliance, and developed a bid package for the City to hire a contractor to complete the pedestrian ramp upgrades. The project bidding was advertised for two weeks and bids were opened on May 7, 2026 with bid results as follows:

LaRiviere, Inc.	\$319,689
Cameron-Reilly, LLC	\$321,740

FINANCIAL ANALYSIS:

Since these improvements are required due to recent pavement overlay projects, the cost for the work will be funded under the budgeted Overlay/Chipseal Program.

PERFORMANCE ANALYSIS:

Approval of this agreement will allow LaRivier, Inc. to improve pedestrian ramps throughout the City, bringing us into ADA compliance.

DECISION POINT/RECOMMENDATION:

Council should award the contract to LaRiviere, Inc. for the 2026 Pedestrian Ramp Improvement Project for \$319,689.

2026 Pedestrian Ramp Improvement Project



Chris Bosley, City Engineer

1

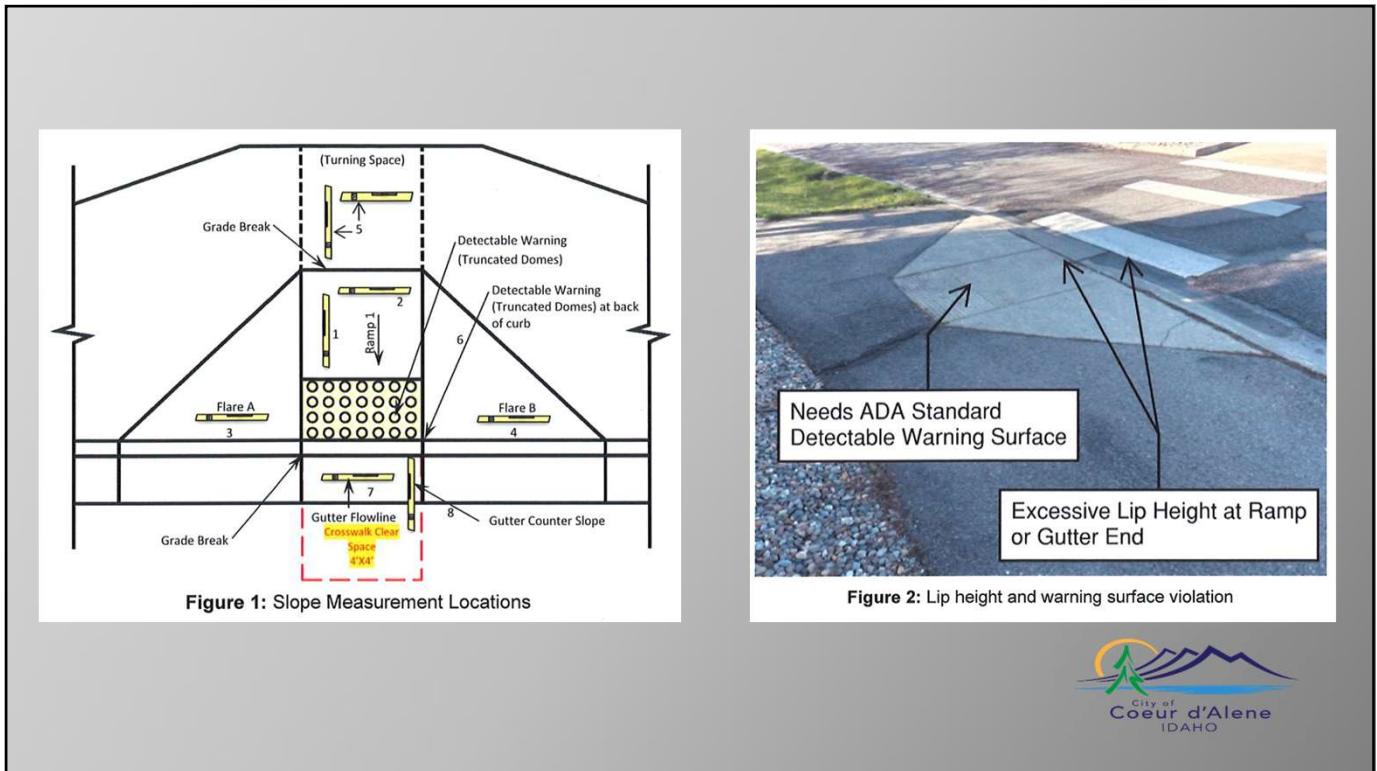
Title II of the Americans with Disabilities Act requires public entities to provide accessible curb ramps when a roadway is resurfaced.



2

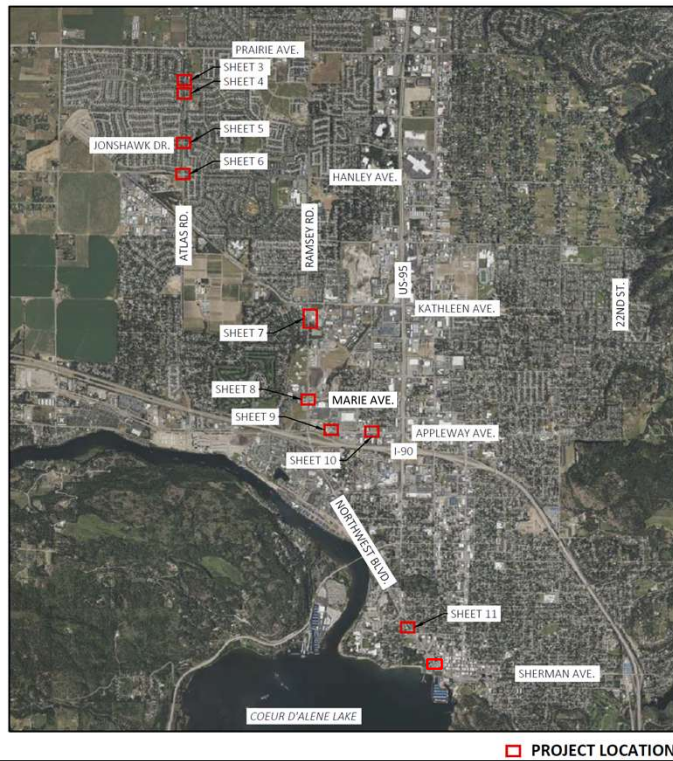


3



4

Locations



5

2026 Pedestrian Ramp Improvement Project

Bid Results:

LaRiviere, Inc.	\$319,689
Cameron-Reilly, LLC	\$321,740

6

2026 Pedestrian Ramp Improvement Project

Staff recommends the awarding the contract to
LaRiviere, Inc. for \$319,689

RESOLUTION NO. 26-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH LARIVIERE, INC., FOR THE 2026 PEDESTRIAN RAMP IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$319,689.00.

WHEREAS, Chris Bosley, City Engineer for the City of Coeur d'Alene, has recommended that the City enter into a contract with LaRiviere, Inc., for the 2026 Pedestrian Ramp Improvement Project pursuant to the terms and conditions set forth in the Contract attached hereto as Exhibit "1" and incorporated herein by this reference; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract with LaRiviere, Inc., for the 2026 Pedestrian Ramp Improvement Project in an amount not to exceed \$319,689.00, substantially in 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 make such modifications as necessary, provided the substantive provisions of the contract remain intact.

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

DATED this 19th day of May, 2026.

Daniel K. Gookin, 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 SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT
For
CITY OF COEUR D'ALENE
2026 PEDESTRIAN RAMP IMPROVEMENT PROJECT

THIS CONTRACT is made and entered into this 19th day of May, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **LARIVIERE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 17564 N. Dylan Court, Rathdrum, Idaho, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2026 Chipseal Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

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

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Three Hundred Nineteen Thousand Six Hundred Eighty-Nine and 00/100's Dollars (\$319,689)**.

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

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

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

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

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

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

contract may withhold from any payment due him/her/it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

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

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

The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions

- O. Plans
- P. Addenda No. _____

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

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
LaRiviere, Inc.

Daniel K. Gookin, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2026
FROM: Chris Bosley – City Engineer
SUBJECT: Establishing a 2-hour parking restriction on the south side of Wallace Avenue between 1st and 2nd Street, together with a 15-minute loading/unloading zone at 110 Wallace Avenue

=====

DECISION POINT: Should Council establish a 2-hour parking restriction on Wallace Avenue between 1st and 2nd Street, together with a 15-minute loading/unloading zone at 110 Wallace Avenue?

HISTORY: Municipal Code § 10.24.020 establishes limited time parking spaces and zones. Because the 100 block of Wallace Avenue has no time restrictions on parking, all-day parking is frequently utilized by citizens working and visiting downtown, making it difficult for customers of business in that block to patronize those businesses. Coeur Vitality Family Medicine Clinic is located at 110 E. Wallace Avenue and would like to create a 2-hour parking restriction on the south side of Wallace Avenue, together with a 15-minute loading/unloading zone established in front of the business for its patients.

FINANCIAL ANALYSIS: The cost for the signage is minimal. Enforcement by Diamond Parking would have to be added to their contract.

PERFORMANCE ANALYSIS: Establishment of the 2-hour parking and the 15-minute loading/unloading zone will prevent long-term parking by public and provide more short-term parking opportunities for customers of businesses in that block.

DECISION POINT/RECOMMENDATION: Council should establish a 2-hour parking restriction on the south side of Wallace Avenue between 1st and 2nd Street, together with with a 15-minute loading/unloading zone at 110 Wallace Ave.

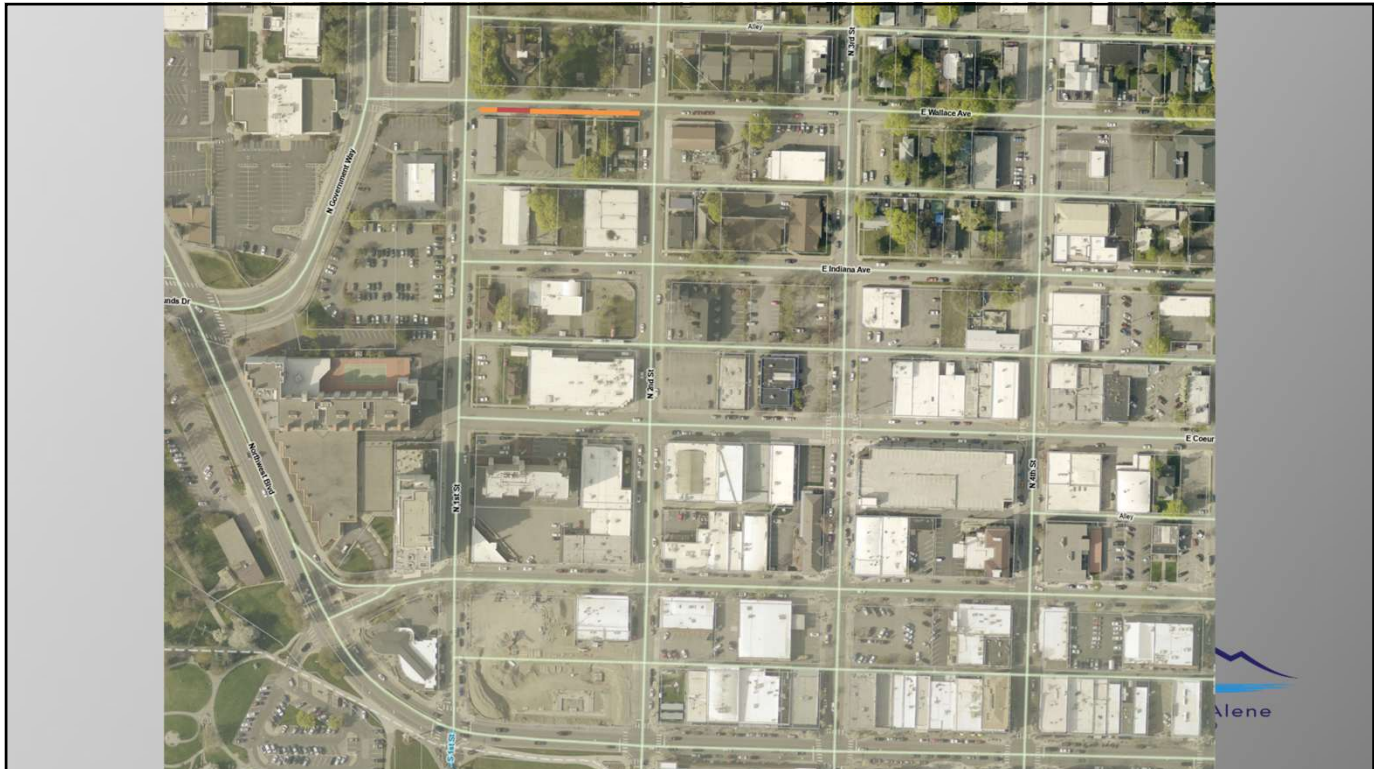
Establishment of a 2-hour Parking Restriction and 15-minute Parking Zone at 110 E. Wallace Ave



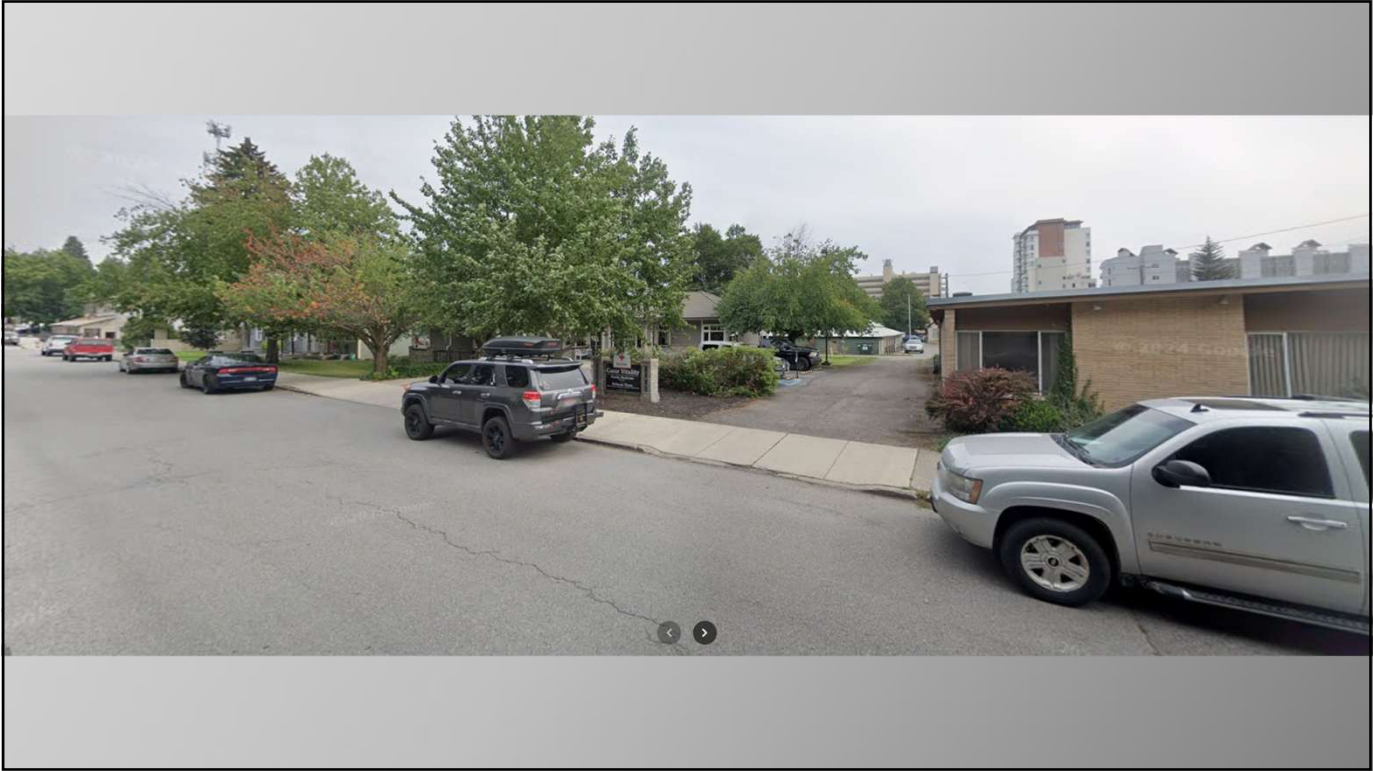
City of
Coeur d'Alene
IDAHO

Chris Bosley, City Engineer

1



2



3

Establishment of 15-minute Parking Zone

Staff recommends establishment of a 2-hour parking restriction with a 15-minute parking zone at 110 E. Wallace Ave.

4

RESOLUTION NO. 26-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE CREATION OF A 2-HOUR PARKING RESTRICTION ON THE SOUTH SIDE OF WALLACE AVENUE BETWEEN 1ST AND 2ND STREETS, TOGETHER WITH A 15-MINUTE LOADING AND UNLOADING ZONE AT 110 WALLACE AVENUE.

WHEREAS, the City Engineer for the City of Coeur d'Alene has recommended that the City approve the creation of a 2-hour parking restriction on Wallace Avenue between 1st and 2nd streets, together with a 15-minute loading and unloading zone at 110 Wallace Avenue; and

WHEREAS, the City of Coeur d'Alene Municipal Code § 10.24.010 authorizes City Council to establish parking spaces which limit the amount of time a motor vehicle may park in that space by duly adopted resolution or ordinance; and

WHEREAS, the 100 block of Wallace Avenue has no time restrictions on parking, and all-day parking is frequently utilized by citizens working and visiting downtown. Coeur Vitality Family Medicine Clinic is located at 110 E. Wallace Avenue, and would like the City to create a 2-hour parking restriction on the south side of Wallace Avenue with a 15-minute loading/unloading zone established in front of the business; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the City establish a 2-hour parking restriction on the south side of Wallace Avenue between 1st and 2nd streets, together with a 15-minute loading/unloading zone at 110 Wallace Avenue.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City establish a 2-hour parking restriction on the south side of Wallace Avenue between 1st and 2nd streets, together with a 15-minute loading/unloading zone at 110 Wallace Avenue.

DATED this 19th day of May 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER SHECKLER Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2026
FROM: Kyle Marine, Water Department Director
SUBJECT: Discussion on whether to allow 4176 E Potlatch Hill Rd to connect to city water without annexation and or city improvements.

DECISION POINT: Should Council allow water service for 4176 E. Potlatch Hill Rd. with or without annexation and/or required City infrastructure improvements?

HISTORY: Virginia Tate, the owner of property at 4176 E. Potlatch Hill Rd., which is outside the City limits, contacted the City and indicated that her domestic well had failed. She requested access to City water. Her only alternative was to have water trucked to the property. City staff worked with the property owner to establish a temporary connection utilizing a construction fill station from a nearby fire hydrant until a more permanent solution could be identified. As a condition for this temporary connection, Ms. Tate initially agreed to annex the property in the spring of 2026 and meet the City's connection requirements. She submitted a pre-annexation meeting application in accordance with that agreement. However, after being informed that annexation would require upgrades to fire protection infrastructure, Ms. Tate stated that she is no longer agreeable to annexation.

Ms. Tate has now requested a permanent connection under the City's Water Service Outside City Limits Policy (Policy #17.001), last updated April 1, 2017. This policy establishes procedures and eligibility requirements for residential, commercial, and industrial water service connections outside City limits. Under Policy #17.001, qualifying properties must meet specific criteria, including but not limited to:

- The parcel must front an existing City water main
- The parcel must meet eligibility requirements established in the policy
- If the parcel is contiguous to City limits, annexation is required prior to receiving service

The subject parcel does front an existing City water main and is contiguous to City limits. Additionally, the property contains an existing residence without an adequate domestic well, which meets one of the policy exceptions for potential service. However, the policy specifically states that, if a parcel is contiguous, annexation is required prior to providing service.

Following review by City departments, it was determined that annexation of the parcel would require several infrastructure improvements and compliance measures at the property owner's expense, including:

- Installation of domestic and irrigation water services
- Fire flow compliance improvements
- Fire hydrant installation
- Water main extension
- Sewer connection

- Backflow protection installation
- Easements and permitting requirements
- Compliance with City zoning and annexation requirements

These requirements were outlined in the proposed annexation conditions developed through interdepartmental review.

FINANCIAL ANALYSIS: There is no direct cost to the Water Department to serve this parcel. However, approving a connection without annexation or required improvements may create at least the appearance of unequal treatment for Ms. Tate, leading to requests by the owners of other parcels contiguous to the City limits to request similar service without annexation. This could limit the City's ability to require annexation and infrastructure improvements and impair long-term planning requirements for growth and service areas. In addition, if Council agrees with Tate that the City should construct the infrastructure, there would be considerable cost to the City.

PERFORMANCE ANALYSIS: Ultimately the City water system has the capacity to serve this lot with no effect to other existing customers. The requested connection would not reduce system pressure or service levels to other customers.

However, allowing service without annexation may create long-term operational and planning challenges, including:

- Increased service outside City boundaries. 23 services have been requested and denied up to this point.
- Reduced ability to manage growth
- Potential inequities between City and non-City customers

DECISION POINT/RECOMMENDATION: Council should decide whether to require compliance with City policy or to approve a deviation from the policy to allow a utility connection without annexation.



City of
Coeur d'Alene
IDAHO

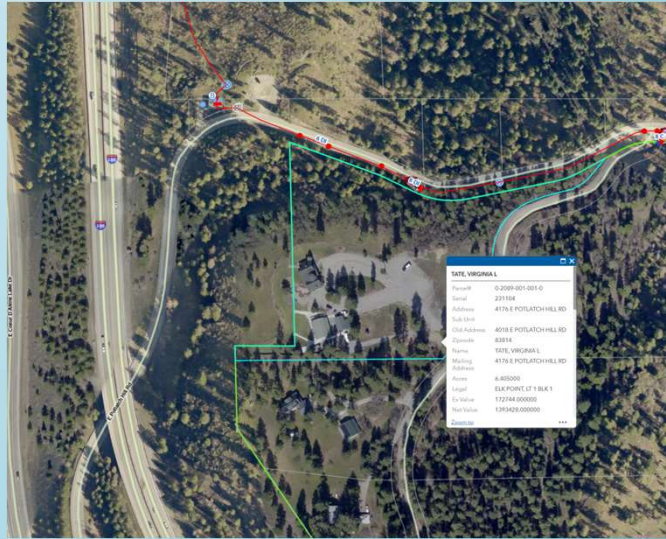
1



4176 Potlatch Hill Rd



2



3



Fill station. Not made for winter use
or for long term connection.



4

Water service outside city limits.

Policy # 17.001



5

Water Service Outside City Limits — Policy Summary

Policy # 17.001

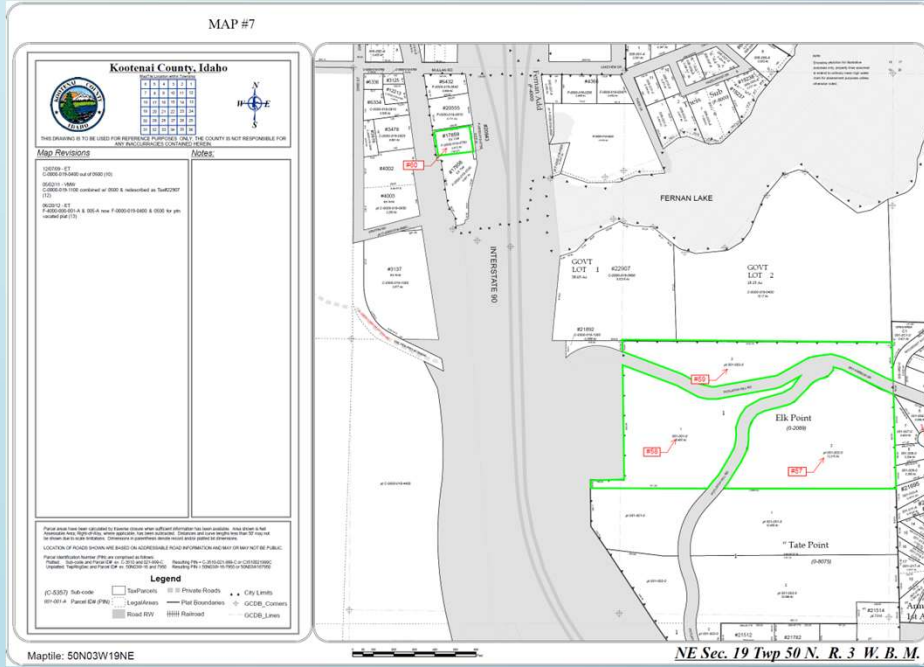
This policy limits when the City of Coeur d'Alene will provide water service outside city limits. In general, properties must annex into the City to receive water service, especially if they are contiguous to city boundaries. Service outside city limits is typically limited to one connection per existing parcel and is only considered if the property abuts an existing water main, does not reduce service to current customers, and the owner agrees to future annexation and conveyance of water rights.

Exceptions may be considered for approved subdivisions, failing wells, grandfathered rights, or other qualifying parcels. Property owners are responsible for all applicable costs, and the Water Department makes the final eligibility determination.

The goal of this policy is to protect city infrastructure, maintain reliable service for residents, and manage growth responsibly.



6



7

WATER SERVICE OUTSIDE CITY LIMITS

Eligible Parcel Identification

ID #	Parcel ID Number	Parcel Tax #	Parcel Address/Street Frontage	Map #	Eligibility Requirement	Service Type	Zoning	Notes
41	0-4180-001-002-0		S Millview Ln	4	Service Agreement	SFD		Lt 2, Bl 1, Kar-Les-Sue
42	0-4180-001-003-0		S Millview Ln	4	Service Agreement	SFD		Lt 3, Bl 1, Kar-Les-Sue
43	0-4180-001-004-0		S Millview Ln	4	Service Agreement	SFD		Lt 4, Bl 1, Kar-Les-Sue
44	0-4180-001-008-0		S Millview Ln	4	Service Agreement	SFD		Lt 8, Bl 1, Kar-Les-Sue
45	50N04W-04-5220	17474&21121	W Seltice Way	5	Annexation	COM		N/A
46	50N04W-04-6650	15561&16988	4259 W Seltice Way	5	Service Agreement	COM		N/A
47	50N04W-04-5150	14739	4381 W Seltice Way	5	Service Agreement	COM		N/A
48	50N04W-04-5900	24397	4451-83-89 W Seltice Way	5	Service Agreement	COM		N/A
49	50N04W-04-5875	17722	4547 W Seltice Way	5	Service Agreement	COM		N/A
50	50N04W-04-5825	3302	4687 W Seltice Way	5	Service Agreement	COM		N/A
51	50N04W-04-5780	5572	4697 W Seltice Way	5	Service Agreement	COM		N/A
52	50N04W-04-5760	10363	3700 N Huetter Rd.	5	Service Agreement	COM		N/A
53	50N04W-04-5600		3786 N Huetter Rd	5	Service Agreement	COM		N/A
54	50N04W-04-5500		4020 N Huetter Rd.	5	Annexation	SFD		N/A
55	50N04W-04-4000		4950 N Huetter Rd.	5&6	Annexation	SFD		N/A
56	50N04W-04-4600		4950 N Huetter Rd.	5&6	Annexation	SFD		N/A
57	0-2089-001-002-0		E Potlatch Hill Rd	7&8	Annexation	SFD		Lt 2, Bl 1, Elk Point
58	0-2089-001-001-0		E Potlatch Hill Rd	7	Annexation	SFD		Lt 3, Bl 1, Elk Point
59	0-2089-001-002-0 (N)		E Potlatch Hill Rd	7&8	Annexation	SFD		Lt 2, Bl 1, Elk Point
60	F-0000-019-0750	17859	CDA Lake Dr.	7	Annexation	SFD		N/A
61	50N03W-18-7950	17654	E Fernan Hill Rd.	10	Annexation	SFD		N/A
62	50N03W-18-7820	3428&5426	N City View Dr.	10	Service Agreement	SFD		N/A
63	50N03W-18-1740	24611	E Giesa Rd.	10	Completed for Easem	SFD		N/A
64	50N03W-18-7810	11545	N City View Dr.	10	Annexation	SFD		N/A
65	50N03W-18-7350	922	E Fernan Hill Rd.	10	Annexation	SFD		N/A
66	50N03W-18-1800	14228	E Fernan Hill Rd.	10	Annexation	SFD		N/A
67	50N03W-17-3800	14037&14038	655 N Frosty Pine Trl	11	Annexation	SFD		N/A
68	0-3925-001-002-0		4211 E Fernan Hill Rd.	11	Annexation	SFD		Lt 2, Bl 1, Holm Add.
69	50N03W-17-1600	4952	E Fernan Hill Rd.	11	Annexation	SFD		N/A
70	0-5950-000-003-0		4300 E Fernana Hill Rd.	11	Annexation	SFD		Lt 3, Phippens Add.
71	50N03W-08-6470	24118	3389 E Harrison Ave.	11&13	Service Agreement	SFD		N/A
72	50N03W-08-6425	7895	E Harrison Ave.	11&13	Service Agreement	SFD		N/A
73	50N03W-08-6450	7895	1674 N Elton Ln.	13	Service Agreement	SFD		N/A
74	50N03W-08-6175		N Elton Ln.	13	Service Agreement	SFD		N/A
75	50N03W-18-1750	5791	E Giesa Rd.	14	Completed for Easem	SFD		N/A
76	50N03W-18-0910	9980	2489 E Stowe Ct.	14	Service Agreement	SFD		N/A
77	50N03W-18-0900	6513	N Hill Dr.	14	Service Agreement	SFD		N/A
78	50N03W-18-1070	7739	N Galena Dr.	14	Service Agreement	SFD		N/A
79	50N03W-18-1060	8545	N Galena Dr.	14	Service Agreement	SFD		N/A
80	50N03W-18-1061	8546	N Galena Dr.	15	Service Agreement	SFD		N/A



8

4176 E. Potlatch Hill Rd. (Tate) Annexation requirements.



9

4176 E. Potlatch Hill Rd. (Tate)

Water System Requirements

- Install one (1) domestic water service (max 2-inch)
- Install one (1) irrigation service
- Pay capitalization (cap) fees and connection costs
- Install services per City standards and inspection approval
- Install backflow prevention assembly
- Install required 8-inch public water main extension
- Provide required easements

Fire Protection Requirements

- Meet fire flow: **1,500 GPM @ 20 psi**
- Meet hydrant spacing: **500 feet**
- Install minimum **one (1) new fire hydrant** (up to two if required)
- Cistern subject to evaluation; additional hydrant may be required
- Fire infrastructure designed by QLPE
- Fire infrastructure installed, operational, and inspected



10

4176 E. Potlatch Hill Rd. (Tate)

Annexation & Administrative Requirements

- Annexation applies to subject parcel only
- Property must be zoned R-3 (Owner consent required)
- Pay application, publication, and mailing fees
- Pay annexation fee (based on R-3 density)
- Pay annexation agreement preparation fee

Sewer Requirements

- Connect to City sewer within **365 days of annexation**
- Pay all sewer fees
- Comply with City Code

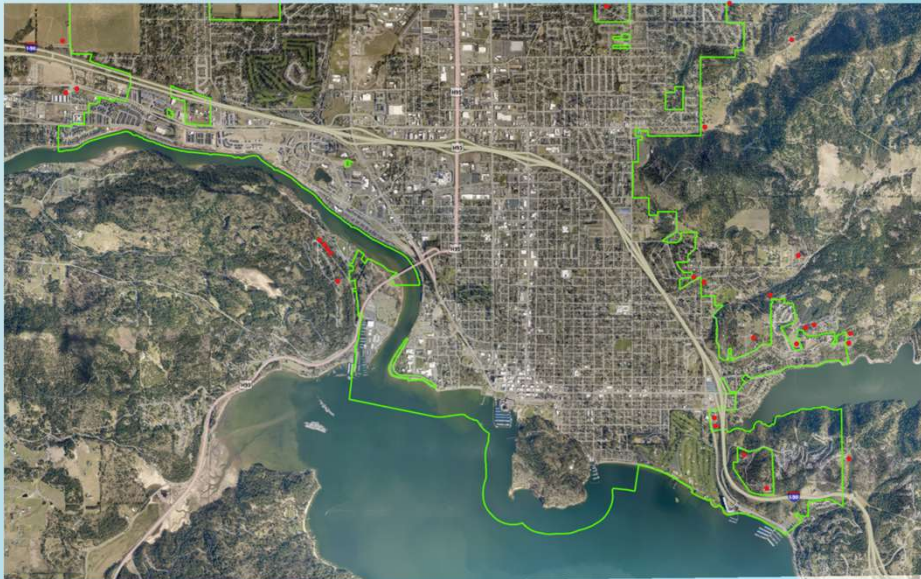
Final Requirements

- Meet County requirements prior to annexation
- Finalize all permits and inspections
- Certificates of Occupancy issued where applicable
- Install Knox Box / emergency gate access
- Future gates must include emergency access
- Owner responsible for all infrastructure, permits, and costs
- Must comply with all City Codes, policies, and regulations



11

Map of other denied applicants.



12

Thank you!



MEMORANDUM

Re: Tate Request for Water Service
Date: 2/19/19
From: RRA

Virginia Tate owns property to the north and south of E. Potlatch Hill Road. Her property is in an unincorporated area of the County. Directly to the east of her property is Armstrong Park, a PUD developed by Gary Low Investments, Inc. The initial plat was filed in 1989. The plat contained this language: "POTLATCH HILL ROAD, as shown on this Plat of ARMSTRONG PARK, is hereby dedicated to the use of the public, and the easements indicated on said plat are not dedicated to the public but the right to use said easements is hereby reserved for the use as designated hereon and no permanent structures are to be erected within the lines of said easements." The "Potlatch Hill Road" shown on the plat is entirely within the PUD.

For the reasons set out below, the "Agreement for Sale of Armstrong Park Water Company of Development Concepts, Inc." to the City (the "Agreement"), dated September 28, 2006, did not legally end/terminate any obligations owed to the Tates under the Agreement dated February 10, 1989 (the "Tate Agreement") because the Tates did not sign the Agreement. One party (the Lows) simply does not have the right to end or terminate their obligations under a valid agreement without the consent of the other party (the Tates). In addition, the Agreement only concerned the water system serving Armstrong Park, but the Tate property is clearly not part of the Armstrong Park subdivisions. Finally, the Tate property was never actually served, or the infrastructure maintained, by the City after the sale, further suggesting that the Tate water system (presumably operating as "Sky Harbor Water Association") was not included in the sale to the City. I do not have enough information to definitively answer the question of whether the City must provide a water to Tate, provide 30 services to the Tate property, and/or install hydrants for the Tate property, but my position is that the City likely has no such obligation.

First, the Agreement was between the City as buyer and a couple of individuals and corporations, including Gary Low Investments, Inc., as sellers. In paragraph 1.1, the Agreement says that the sellers are "engaged in the business of providing water for residential use under the assumed name of Armstrong Park Water Company" and, in paragraph 1.2, it states that the sellers "developed a water system for delivery of water to the Armstrong Park in the City of Coeur d'Alene" which system is owned by the Armstrong Park Homeowners Association. By this Agreement, the City purchased all of the sellers' "right, title and interest in and to pipes, pumps, distribution mains, dosing stations, tanks, water meters, hydrants, business, books, billings, accounts receivable and business name of the Armstrong Park Water Company." To the extent that the Tate property has water service infrastructure (the reservoir and water lines) that was not owned by the Armstrong Park Homeowner's Association and was not part of the Armstrong Park Water Company, the Agreement clearly did not affect the ownership of that infrastructure.

Second, paragraph 6.3 of the Agreement states: "Upon execution of this agreement all previous agreements between the parties concerning the Armstrong Park Water System shall be deemed satisfied, completed and terminated." The documents are very specific that the Armstrong Park Water System served only Armstrong Park, not the Tate property. The Tate property was not and

is not in Armstrong Park. Gary Low Investments, Inc., (GLI) in addition to being one of the sellers under the Agreement, was also the “Developer” under the Tate Agreement. As the Developer, GLI formed the Sky Harbor Water Association, which owned or operated “the water system which will include a reservoir and water lines.” The reservoir and water lines had no relationship to the Armstrong Park Water System, at least at that time, because they were tied specifically to a different entity, the Sky Harbor Water Association. Absent evidence to the contrary, it would be presumed that the entities were separate and independent.

If Sky Harbor and Armstrong Park Water were always separate entities, then the Agreement Kyle found does not address the rights and duties owed by Sky Harbor Water Association to the Tates. In other words, the Agreement, dealing as it did only with Armstrong Park Water, did not satisfy, complete or terminate the Tate Agreement. Based on the evidence I’ve seen, I believe the two water associations were separate entities, created to serve different parcels, and were never joined. However, this doesn’t really matter much because, in either case, the duties owed to the Tates survived the attempt to terminate in the Agreement.

So, the ultimate question is whether the City owes any duties to the Tates to provide water under the Tate Agreement. Again, because Sky Harbor Water and Armstrong Park Water were separate entities, the City acquired only Armstrong Park Water and did not acquire Sky Harbor Water or its obligations, at least under the Agreement I have seen. In such case, the City would owe the Tates nothing.

The City’s policy for providing water service outside the City limits says that a parcel contiguous to the City limits must annex to obtain City water. The owner is also responsible for all costs and fees associated with the annexation. This is true even if the property has a failing well. The Tate property, being contiguous to the City limits, would be required to annex into the City under the policy.



Policy #:	Title:	Effective Date:
17.001	WATER SERVICE OUTSIDE CITY LIMITS	04/01/17

PURPOSE

The purpose of this policy is to establish an approved procedure for residential, commercial, industrial and irrigation water service application and approval outside of the City Limits. The policy shall further establish that desired service to new subdivisions or split parcels platted outside City Limits as of March 7, 2017, (see Water Dept. maps) shall **not** be permitted without annexation.

REFERENCE

This amended policy statement references a policy established by Resolution No. 06-022 restricting new water service outside City Limits, to establish revised eligibility limits for granting new service connections outside City Limits, as set forth and adopted on March 7, 2017 by City Council.

POLICY

WATER SERVICE OUTSIDE CITY LIMITS

I **Goals:**

A. To the extent possible it is the intention of this policy to:

- 1) Limit new water service outside City Limits to those properties that: have a grandfathered/vested right to water service created by; monetary participation by the owner or a predecessor in interest for construction of the main that would provide service to the property; are contiguous to the city limits and therefore must annex to be eligible for service; are in an existing subdivision as listed below; is a non-contiguous County parcel existing as of March 7, 2017(see Water Dept. maps) and is fronted by an existing City water main. A property owner will **not** be permitted to extend a water main to a parcel that does not currently abut an existing water main in order to be eligible for water service. **Main extensions will only be allowed under annexation.**

- 2) Require qualifying properties to annex if contiguous and possible, or if not contiguous, require the owner to sign a Water Service Agreement form regarding rights to future annexation.
- 3) Limit those residential properties outside City Limits qualifying for water service to one SFD Residential connection for each parcel/lot existing at the time of approval of this policy revision, March 7, 2017 (see Water Dept. maps). Commercial or Industrial zoned parcels, existing as of date of adoption, that may meet the requirements of this policy may be eligible for one commercial metered service up to 2" in size and one metered irrigation service up to 1" in size. Applicable capitalization fees will be paid based on service tap size.
- 4) Ensure the integrity of City boundaries.
- 5) Minimize expenses for the City Water Department customers within the City limits for upgrading facilities solely serving those properties outside of the City limits.
- 6) Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.
- 7) Require the party seeking service to verify eligibility for one SFD residential connection.

II **Policy:**

- A. **Water Service Agreement:** A party seeking water service for a parcel outside City limits will be required to complete and sign a Water Service Agreement stipulating theirs and the City's rights regarding future water service.
- B. **Annexation:** A party seeking water service for a parcel outside current City limits must annex into the City prior to receiving water service if the parcel is contiguous to the City limits. The party seeking annexation is responsible for all costs and fees associated with the annexation of their parcel.
- C. **Service Outside City Limits:** If the party seeking water service cannot satisfy the annexation requirement, the party may be entitled to one SFD residential connection if they can prove by a preponderance of the evidence that they meet all of the following conditions as well as one of the exceptions listed below in section III:
 - 1) The parcel or lot **abuts** an existing city water main to which another domestic service line can reasonably be connected; and
 - 2) The City's water service to other customers will not be reduced below adopted standards if the requested water service is provided; and
 - 3) The property owner signs a Water Service Agreement consenting to subsequent annexation by the City at the City's discretion; and
 - 4) The property owner agrees, in writing, to convey, without cost, all water rights attached to the parcel to the City upon request.

III **Exceptions to Section II:**

A. Exceptions: If the party seeking water service meets the conditions in Section II above, they may be entitled to water service if they can prove by a preponderance of the evidence that they meet one of the following exceptions:

- 1) **Approved Subdivisions:** Each **originally** platted lot in the following subdivisions is entitled to one SFD residential service connection. No service shall be granted to any lot that has been further subdivided as per adoption of this revised policy, March 7, 2017(see Water Dept. maps).
- 2) **Approved Subdivision list:**
 - a. Ponderosa Park. (South of Harrison, Gunnison Dr.)
 - b. Ponderosa Terrace. (South of Ponderosa Park, E. Lilly Dr.)
 - c. Springview Terrace 1st addition. (E. Springview Dr.)
 - d. Les James Subdivision.
 - e. Sky Blue Acres. (Millview Ln. and Canal St.)
 - f. Aqua Terrace. (S. Fairmont Loop)
 - g. Nob Hill. (Fairmont Loop)
 - h. Rivercal Subdivision. (Canal St.)
 - i. Morse Subdivision.
 - j. Stanley Hill Terrace.
- 3) **Existing Residence with Failing Water Service:** The owner of a parcel with an existing residence will be allowed one SFD residential connection if the owner can prove by a preponderance of the evidence that the parcel's current water service is failing for reasons outside the parcel owner's control and there is no reasonably cost effective alternative to seeking City water service. If the parcel with the failing well is contiguous, the owner will be required to annex.
- 4) **Qualifying Parcels:** Owners of parcels not meeting any of the other exceptions listed in this section may be allowed one SFD residential connection if they can prove, by a preponderance of the evidence, that the parcel for which service is being sought has a grandfathered right to water service. In order to establish that the parcel has a grandfathered right the owner must establish that the City or one of its predecessors specifically agreed, in writing, to provide water service to the parcel. This may be established by showing that the developer of the lot had a written agreement with the City or its predecessor to provide water to the lot in question or by establishing that the developer of the lot participated in the funding of the water main extension to the lot.
- 5) **Other Parcels:** Owners of residential parcels that may currently abut an existing water main outside of the City limits that cannot prove a right to service under a previous service agreement, may petition the City for one SFD residential connection. Owners of commercial or industrial lots, currently abutting an existing water main outside the City limits that cannot prove an existing right to service,

may petition the City for one commercial service and one irrigation service. New requests for service shall be reviewed on a case by case basis by City staff from the Water Department, Administration and Legal Services to determine if such request meets the conditions of this policy, does not negatively impact adequate service to existing customers in the service area and does not require infrastructure expansion to provide adequate service. If the parcel to be served is contiguous, they will be required to annex. Otherwise completion of a Water Service Agreement and payment of all applicable fees will be required.

- 6) Fees:** The property owner/developer shall be responsible to pay all applicable fees and charges for the service connection. Capitalization fees shall be charged to pay for growth of the public water system. An MXU fee shall be charged to provide connection of the meter to the AMR system. Hookup fees, including any applicable County/Highway District permit fees, shall be charged if the property owner/developer requests that the City install the service. Charges equal to time, special equipment and materials may be charged for installations where rock or other adverse conditions are otherwise encountered.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Water Department shall be charged with the implementation and follow through of this adopted policy. The Superintendent shall grant final determination of property eligibility for service. Upon determination that the property is eligible and water service shall be supplied to property outside the City limits, the Superintendent is authorized to execute an appropriate agreement with the property owner.

REFERENCED INFORMATION

SFD Residential Connection – is a 1” service line with a ¾” meter installed per City Standard Drawing W-1

Commercial Service Connection – is a service line and meter from 1” up to 2” installed per City Standard Drawings W-1 and/or W-14.

Irrigation Service Connection – is a 1” service line and meter strictly for commercial and/or industrial irrigation installed per City Standard Drawing W-1.

Water Dept. maps – The county maps of recorded existing parcels outside the City Limits as of March 7, 2017 and submitted as an exhibit to this amended policy.

Capitalization Fees – are fees paid to the City for construction of future pumping, storage facilities and transmission mains anticipated and necessary to accommodate new growth.

MXU Fees – are fees paid to the City to connect the meter to a radio read system.

Hook-Up Fees – are fees paid to the City for the installation on one SFD residential connection. The fees include time, equipment and materials related to the complete installation of the service including asphalt replacement. The

customer can elect to forego this fee and have a certified contractor perform the installation.

County/Highway District Fees – The County or Highway District will typically charge an encroachment permit fee to ensure that the service installation is inspected and the roadway is properly repaired.

DATE ISSUED/SUNSET DATE

Issue Date: 04/01/2017

Review Date: 04/01/2027

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 15th day of April, 2019, by and between Virginia L. Tate ("**Tate**") and the City of Coeur d'Alene ("**City**").

RECITALS AND ACKNOWLEDGMENTS

A. Tate owns two parcels of real property currently located in Kootenai County, Idaho and outside the boundaries of the City. The parcels are identified as Parcel # 0-2089-001-001-0 and Parcel # 0-2089-001-002-0 and are more particularly described on the attached Exhibit "A" (the "Tate Parcels").

B. In February 1989, Tate's father, Harold Tate, entered into an agreement with Low Investments, Inc. ("Low Investments"), the developer of an area now within the boundaries of the City known as "Armstrong Park" (the "1989 Agreement"). Pursuant to the 1989 Agreement, Low Investments was given the right to expand a road traversing Tate's property, now known as E. Potlatch Hill Road and E. Sky Harbor Drive, in order to provide access to the Armstrong Park development. In exchange, Low Investments agreed to install a water main from Armstrong Park to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, to install a fire hydrant at that intersection, to stub a water line to the north side of the roads, to provide the Tate Parcels with one prepared water hookup, and to allow an additional twenty-nine (29) water hookups for the Tate Parcels at some point in the future.

C. In April 1989, Harold Tate granted a Road Easement, recorded as Instrument No. 1151626 Records of Kootenai County, Idaho ("Instrument No. 1151626"), to Gary Low Investments, Inc., for road and utility purposes.

D. In September 2006, Development Concepts, Inc., Gary and Margaret Low, Gary Low Investments, Inc., and the Armstrong Park Homeowners Association entered into an Agreement for the Sale of Armstrong Park Water Company of Development Concepts, Inc., with the City. At that time, the Armstrong Park Water Company provided water for residential uses to some residents of Coeur d'Alene Idaho, who live in the subdivisions known as Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition.

E. Also in September 2006, Gary and Margaret Low, Development Concepts, Inc., and Gary Low Investments, Inc., quitclaimed to the City all of their right, title, and interest in and to the Road Easement granted by Instrument No. 1151626.

F. In October 2006, the Armstrong Park Homeowners Association entered into an Agreement for Transfer of Armstrong Park Water System with the City.

G. The water main from Armstrong Park to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, the fire hydrant at the intersection, and the water line stub, were never installed by Low Investments, Inc.

H. Tate contends that the City, by purchasing the Armstrong Park Water System and/or the Armstrong Park Water Company, became obligated to fulfill the obligations of Low Investments, Inc., under the 1989 Agreement with Harold Tate.

I. The City denies that it is bound to fulfill the obligations of Low Investments, Inc., under the 1989 Agreement with Harold Tate because it purchased only the water system, including infrastructure, which served Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition.

TERMS

In consideration for the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Acknowledgments.** The Recitals and Acknowledgments set forth above are material and are incorporated herein.

2. **Waiver of Remaining Claims by Tate.** Provided that the City fully and completely satisfies its obligations under Paragraph 7 hereof, Tate forever waives, for herself and her heirs, assigns, and successors, any remaining claims, known or unknown, she may have against the City arising under, from, or as a result of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.

3. **Right to Cure Upon Breach.** Upon breach of this Agreement, the non-breaching party shall give the breaching party written notice of the breach, including such detail as may be sufficient to allow the breaching party a reasonable opportunity to cure. If the breaching party fails to cure, or fails to take reasonable steps to cure, such breach within ten (10) days after written notice is mailed, postage prepaid, certified mail return receipt requested, to the address listed in paragraph 4, the non-breaching party may, at its option, either enforce this Agreement or declare this Agreement terminated and pursue any legal remedies which may be available. In any litigation brought for breach of this Agreement, costs and/or attorney fees may be awarded to the prevailing party as provided by law.

4. **Notices.** Unless otherwise provided by this Agreement, all notices or demands by any party relating to this Agreement shall be in writing and either personally served or sent by regular U.S. Mail, postage prepaid, to:

If to Tate: Virginia L. Tate
4176 E. Potlatch Hill Road
Coeur d'Alene, ID 83814

If to the City: The City of Coeur d'Alene
Attn: City Clerk
710 E. Mullan Avenue

Any party may change the address at which they are to receive notice hereunder by providing written notice to the other.

5. **Final Expression of Agreement.** This Agreement is the final expression of all of the parties' agreements regarding the Tate Parcels, and it supersedes all prior or contemporaneous negotiations, understandings, and agreements between the parties, whether oral or written. Any prior oral promises, representations, waivers, and courses of conduct cannot be relied upon by either party and are of no further effect.

6. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with the other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to all parties. Facsimile or electronic transmission of any signed original of this Agreement, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original and shall be binding upon the parties.

7. **City Obligations.** The City hereby agrees to the following:

a. At its sole cost, the City shall extend a water main line to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, and install fire two (2) hydrants at a location to be determined by mutual agreement of Tate and the Coeur d'Alene City Fire Department. The City shall complete the extension and installation in two phases: (1) in 2019, the water main line shall be extended to the east corner of the proposed lot at the easterly boundary of Tate Parcel # 0-2089-001-002-0 lying north of E. Sky Harbor Drive ("Proposed Lot 6"); and (2) in 2020, the water main shall be extended to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive and the two fire hydrants shall be installed;

b. The City shall waive the annexation fee for proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive;

c. The City shall install a sewer stub to and install a water meter for Proposed Lot 6 without cost to Tate;

d. The City shall draft the Annexation Agreement and other documents necessary to complete the annexation of the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive without cost to Tate;

e. The City shall waive its water extension rules, *i.e.*, its "to-and-through" policy, with respect to proposed Lots 3 and 4 as approximately depicted on attached Exhibit "B";

f. The City shall complete fuel reduction clean-up on parcels covered by a grant to the City Fire Department for that purpose at the later of spring of 2019 or if and when grant money for the project is received;

h. The City shall support Tate's request to Eastside Highway District to bring ~~E. Potlatch Hill Road and E. Sky Harbor Drive~~ up to City standards, but shall not be obligated to contribute funds for said project; and

i. The City acknowledges its current "good neighbor policy" with respect to providing water service, but does not warrant that the policy might be changed by the City Council in the future. The policy in effect at the time water service is requested will be applicable.

8. **Tate Obligations.** Tate hereby agrees to the following:

a. Tate will pay any and all fees, including utility cap fees and applicable impact fees, which are generally required by the City, with the exception of the annexation fee for the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive;

b. Tate will pay for any utility laterals;

c. Tate acknowledges and reaffirms the Road Easement, Instrument No. 1151626, in favor of the City for those portions of E. Potlatch Hill Road and E. Sky Harbor Drive which lie within the boundaries of her parcel, and shall not attempt to vacate or otherwise withdraw the easement without the City's written consent, so long that the easement is used for road and/or utilities;

d. Tate shall grant such easements, temporary or permanent, and without charge, as may be necessary for the construction and maintenance of the water main to be extended pursuant to this Agreement;

e. Tate will hold harmless, defend, and indemnify the City from any claims brought for, by, or through her, arising out of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.; and

f. Tate will promptly apply for, and carry through to completion, the annexation into the City of the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive.

9. **Cooperation.** Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer in good faith, at the request of either party, to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

10. **Amendments.** Changes or amendments to this Agreement shall not be effective unless in a writing signed by both parties lawfully adopted by the City Council.

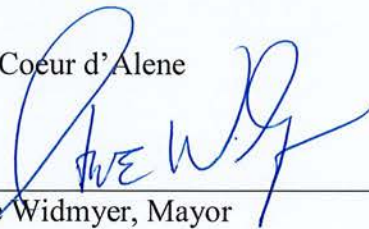
11. **Venue and Choice of Laws.** Any legal action to enforce or interpret the terms of this Agreement shall be brought in the District Court of the First Judicial District of the State of Idaho in and for the County of Kootenai. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho.

12. **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.


13. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, and assigns of the parties hereto, and each of them, and shall survive the completion of annexation and any construction.

14. **Time of the Essence.** Time is of the essence with respect to the terms of this Agreement.

By 
Virginia L. Tate

City of Coeur d'Alene
By 
Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15 day of April, 2019, before me, a Notary Public, personally appeared Virginia L. Tate, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Coeur, ID
My Commission expires: Jan 19th, 2025

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of April, 2019, before me, a Notary Public, personally appeared Steve Widmyer and Renata McLeod, the Mayor and City Clerk of the City of Coeur d'Alene respectively, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Spier + Lake
My Commission expires: 10-30-21

Exhibit A

Legal Description of the Tate Parcels

Parcel # 0-2089-001-001-0

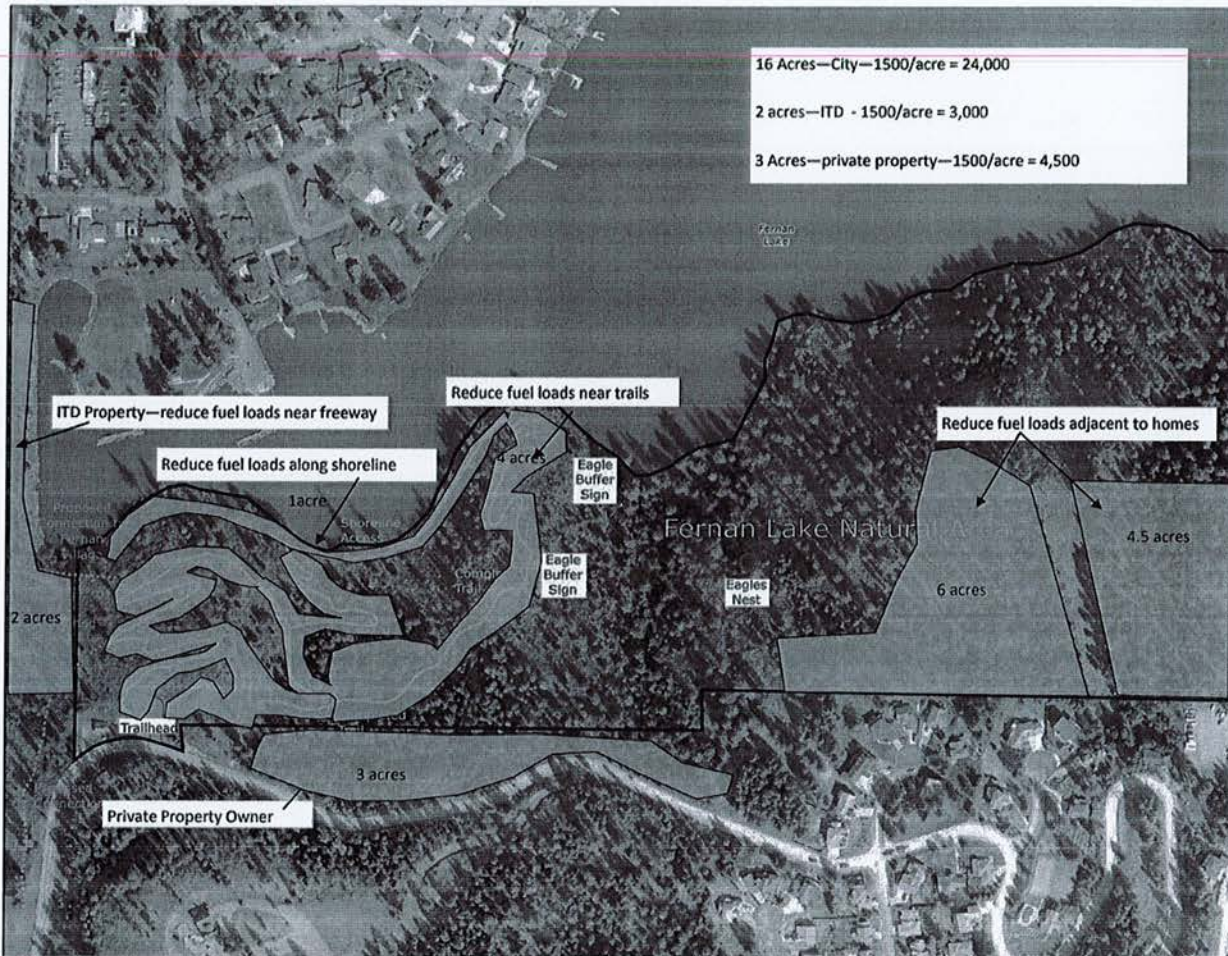
Lot 1, Block 1, Elk Point, according to the plat thereof, filed in Book I of Plats at page(s) 273, records of Kootenai County, Idaho.

Parcel # 0-2089-001-002-0

Lot 2, Block 1, Elk Point, according to the plat thereof, filed in Book I of Plats at page(s) 273, records of Kootenai County, Idaho.

Exhibit C

Fernan Site Fuel Reduction Map



Trail of Broken Promises

Real Property: 4176 E Potlatch Hill Road, Coeur d'Alene, ID 83814

Purchased from Rutledge Sawmill & homesteaded in 1910
pursuant to the Railroad Act of 1864:

Family Tree:

May (William) Graf Tate (deceased), her parents homesteaded the property.

Harold Tate (Deceased) – son of May Graf Tate

Ralph Tate (Deceased) – son of May Graf Tate, brother to Harold – does not own
property impacted by road easement.

Virginia Tate – Daughter of Harold Tate

Stephen, Jeffrey, Matthew Petroskie – sons of Virginia Tate

Background:

1. City needed to expand housing, Gary Low designed Armstrong Park Housing Development starting in late 1970s and commencing in late 1980's.
 2. After achieving planning approval by the City, Armstrong Park was annexed into the City.
 3. It was discovered that the access road was not buildable as designed.
 4. Tate Family approached for road easement.
 5. Tate Family exchanged Water & Sewer Hook Ups in exchange for road access to the recently annexed City housing development.
 6. The Tate Family does not, did not and never had any investment in Armstrong Park, contrary to popular city accusations/assumptions. The Tate's have no familial or professional relationship with Gary Low or Mr. Armstrong.
- Ongoing issue since contract was signed between Gray Low and Harold Tate in 1989 during the construction of Armstrong Park.

- Gary Low needed a right of way/easement to access the development when it was determined that the originally approved road/access was not feasible, Ron Edinger stepped in to suggest that the Tate's allow access in exchange for city services.
- Among many contracted items Harold was owed, the main issue is water and sewer access. A rough development plan for the Tate property was proposed by Harold Tate as the bifurcation devalued our property.
- During construction, Ron Edinger (City of CDA) ordered that Jim Coleman (JUB Engineer) "forget" to draw (and not install) Harold Tate's water main (per Tate Contract), along with the guaranteed water connections. Ron Edinger evidently did not like that Ralph (Harold's Brother) would not annex to the city and pay the city Taxes at that time. This cover up wasn't discovered until 2018. "Edinger made me do it" was the exact quote.
 - For reference, Ralph Tate's 20 acres were not adjacent to the road easement and why this was a sticking point for the Edingers is not known.
- In 1955 Eastside Highway District acquired the road now known as Potlatch Hill Road from my grandparents, May & William Graf.
- For reference the "Tate Road" runs from my NW property corner most easily identified where the Fernan Lake Natural Park trail head is located, up the hill, turning south at the hairpin corner through the Tate/Graf properties with the intent to extend the road with secondary ingress/egress approximately where the Silver Beach marina parking lot is today. This is important as Eastside Highway District plays a major part in the land planning issues today.
- An agreement was struck between the Edinger brothers, Councilman Ron Edinger, and brother Dick Edinger at Eastside Highway District. This agreement took the paved portion of Potlatch Hill Road into the city.
- The City of CDA, City Citizens and Armstrong Park benefitted from this easement for over 35 years.
- Harold deeded the property (which encompassed the Easement) to his daughter Virginia (Ginny) in the late 1990's. Harold Tate regularly contacted the City regarding the missing hydrant. Said hydrant should have been installed on the corner of Potlatch Hill Road (dirt) and Sky Harbor. There is voluminous correspondence between Harold Tate and both the City and Eastside Highway District regarding the failure to cure the contract defaults.
- Since 1995 Ginny Tate has approached the City regarding the water issue, beginning with John Austin and Councilman Ron Edinger, through each and every administrator and planner since that time. This is not an unknown issue.

- Ginny built her house in 2001 having successfully navigated several roadblocks during construction, including City and County Officials. Kootenai Fire required her to install a water cistern, and a roundabout driveway. No other person on the hill faced this requirement. Homes approved and built after Ginny's have not had this requirement. Tate had a cistern with a hydrant and driveway that turns emergency vehicle, so the county passed on anyone else needing to do so.
- Eastside Highway District then required Ginny to survey in a new wider right of way in the short plat process circa 1995-2000.
- Previously provided to the City is the 1955 agreement between the Tate/Graf family and Eastside Highway showing that Eastside has the legal requirement to keep the road to code and that they own the road.
- To refresh, the Highway District needed to connect Potlatch Hill Rd to Silver Beach. This was never constructed and Eastside failed to bring the road, including the intersection to code. Eastside turned over the paved road to in the Armstrong Park annexation process. To this day, Eastside does the bare minimum maintenance on the unimproved portion of roadbed. It is sinking, deteriorating, and not up to code. In a direct quote of both current and former Directors of Highways for Eastside, "When someone dies, we will fix the road."
- Harold Tate, Ginny Tate, Steve Petroskie attended numerous meetings with Eastside and there are over 450 pages of correspondence/public records regarding their failure to bring the road to code.
- 2018, Ginny's son Steve approached her asking for land to build a family home on. Ginny knew that the Easement contract guaranteed water connections. Steve and Ginny approached the City for Water (again).
- Troy Tymeson (City Administrator) said Ginny and Steve needed to go to each Department to annex Ginny's north 4 acres into the city and cure the incomplete road easement.
- Note: We did not need to annex per the contract to gain access to water as that was already there by contract. In the spirit of win-win we agreed to do this.
- During this period, the Fire Smart program was open for application. Ginny Tate applied to place her 20 acres into the program. The county explained that her north 4 acres had been included as part of the city's application written by Bobby Gonder (now retired from CDA Fire Dept).
- The city never approached us for the access needed through us and never, in fact, informed us they had included Tate property in their application. This becomes an important point later.

- Terry Pickel (City Water Master) refused to allow our connection explaining that the water main that was supposed to be installed was not there. Terry was again provided with the Tate contract.
- Ginny and Steve visited Mike Becker in Wastewater. Mike showed the TV'd sewer line and connections. All sewer connections were built to Harold's request. Mike confirmed that the water main (low pressure) wasn't installed where plans called for it. Ginny and Steve explained that the sewer laterals were installed as part of the 1989 easement agreement. Mike said he didn't need the contract but would reach out to JUB to grill them about stamping plans as complete when that were not built correctly.
- Ginny Tate and Steve Petroskie contacted City Fire Marshall Bobby Gonder regarding a resolution for the missing hydrant. Your employee refused meetings. In fact, Mr. Gonder stated that City Administration told him to refuse to meet with Ginny Tate.
- Bobby took away Ginny's ability to claim her 4 acres during the Fernan Natural Lake Natural Area Fuel Reduction project by claiming it for the city grant. Troy Tymeson confirmed this.
- Ginny Tate's Fire Smart program started on her acreage located on the south side of Potlatch Hill Road. After starting the program, the county grant administrator discovered the north 4 acres had been claimed by the city and the city withdrew the 4 acres from the project immediately after the settlement agreement. The administrator could not cure the issue as application period had closed.
- The City's incorrect actions cost the Tate's over \$40K to finish the project, a claim that has not been resolved as of today.
- Ginny and Steve returned to Troy to present the findings/solutions for all of these issues. Troy Tymeson & Randy Adams (City Attorney) explained that the city wasn't responsible for what Gary did, but the city was able to retain the easement in using the road.
- Several unsuccessful meetings with the city were held. Ginny and Steve hired an attorney, tracked down all parties related to the Armstrong Park Development (including Gary Low), paid over \$600 to search the City of CDA files (in which double confirmation of the City staff trying to "invalidate the Low/Tate Agreement exists) but still the city wanted the road access. City emails clearly outline turmoil among the Departments.
- A settlement agreement was reached to cure the imperfect easement and annex the north 4 acres of Ginny's property into the city, once again, in exchange for a previously granted water/sewer access. Ginny didn't ask for money, but to annex

the 4 acres, to dedicate the road to the public, and Steve's water connection, sewer stub, fire hydrant, and for Ginny's water connection. Randy rephrased Ginny's connection as a Good Neighbor hookup.

- Bobby Gonder failed to attend scheduled on-site hydrant placing meetings per the settlement agreement. Ginny and Steve requested Kootenai Fire Jeryl Archer to assist as the City Fire Dept refused to respond. Ginny and Steve are not Fire Fighters or fire code experts – we needed help and the city failed to show. Jeryl has confirmed that the dirt road isn't up to code. He did not call out City of CDA since it wasn't his jurisdiction, concurred with our frustration with the lack of involvement from City Fire.
- Ginny installed the western most fire hydrant per the settlement/annexation agreement EXACTLY as Terry Pickel specifications. Terry picked the engineer and worked directly with them. Two weeks post completion and approval of installation as designed, Terry required a \$26,000+ pump change for no reason. Installation contractors overheard city employees saying that this was to, "Stick it to the Tate's. The original pump could not be returned.
- Several years later, and again with the guidance of Terry Pickel. Ginny had Meckel Engineering survey the unimproved portion of Potlatch Hill Road, required we hire Eric Olson to draw/design a water main up the dirt road to Ginny's property.
 - This included fire hydrants, and her water connection. Terry Pickel himself took elevation measurements to check feasibility of the pipe extending to the end of the dirt road to ensure future water connections to other residents. Money was raised, money spent, and plans presented to Troy. He said no, and that the Good Neighbor connection for Ginny no longer applied. She needed to annex. However, Ginny could not annex as Ginny does not own the dirt road. Ginny's property abuts the city on her North, west and east property lines, but apparently this is not good enough.
- Mr. Pickel would not allow this as well, which constituted one of many 100% turnarounds from previous statements/agreements.
- Ginny has been trucking in water since 2005 when the housing boom resulted in a lower water table. Her well could not sustain more than 1 gallon per minute from April through October. With so many wells punched in around her, several neighboring wells are below lake level with truly little luck sustaining water in the summer. During this time, the Tate family acquired a fully licensed water truck and two of Ginny's sons acquired CDL licenses. This was necessary as Dick Standish retired and no longer delivered water.

- Ginny reached out to Troy again, in 2023 to connect to the city. Troy refused but acknowledged there wasn't an easy fix.
- Kyle Marine stepped in when Terry retired. Recognizing trucking of water, i.e., the continuous use of a fully loaded water truck running up and down the hill constantly wasn't sustainable. Troy and Kyle granted a temporary water connection via a fire hydrant Ginny paid for during the settlement agreement. The Tate Family submitted plans, showing the extreme hillside dig, and process to tie into the forementioned cistern. Ginny spent more than \$100,000 for contracting and engineering costs to dig and install this service. Closer to winter, Ginny asked to make the connection permanent as need/use was demonstrated. Troy refused and told her to disconnect. Leaving Ginny without a steady water source. Ginny had been required to retire/abandon her well to hook up due to backflow issues.
- 2025 winter wasn't cold and the Water Department's requirement for a cement blanket kept the hydrant from freezing. However, this is the Tate's only water source.
- A formal inquiry request was made by Ginny to city council to investigate the unending finger pointing, running around and mismanagement of this issue.
- Mayor Gookin set a meeting to finish the almost 40-year issue. Troy said Ginny must annex, improve the road, and install the water main up the road. City Fire asked for the previous Hydrants and main mentioned. Bobby was brought up. The money was already spent on the hillside dig. This is an example of several City Employees saying one thing, then changing their minds after money and time was already committed.
- Ginny's circumstance is the perfect example of a Good Neighbor Water Policy or annexation exception needing a unique provision/exception added. This set of circumstances can never be recreated.
- All the original parties to this "comedy" are deceased but the rest of us are bound and impacted by the decisions and actions of others.
- All options have been exhausted. The Tate's have spent hundreds of thousands of dollars per City staff direction only to have the rules changed when reaching the finish line. We were prepared to expend \$250,000 to bring a water main up the road however now that same item is between \$500,00 - \$1,000,000. The city had us design and pay for planning in full knowledge they would turn us down. You need only do a public records request to find that information.
- Ginny and her Family request this issue be resolved. We allowed road access in exchange for water and sewer. Regardless of how the city acquired Armstrong Parks water system, the city was there to ask for our road easement. The city was fully

aware that the water system was not built per plans. They City cannot state they were unaware of what utilities laid in their road right of way as they took the road into the City during the annexation of Armstrong Park.

ACTION REQUESTED:

- We need an annexation with the memo of understanding that Eastside as owner of the road is responsible for its deplorable condition. You simply cannot hold the Tate's responsible for a public entity failure to do its job SINCE 1955.

OR

- Allow a good neighbor agreement that allows completion of the water (sewer) hook-ups we were promised in exchange for access to Armstrong Park. The Trail of Broken Promises ended.

RESOLUTION NO. 26-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH VIRGINIA L. TATE FOR THE PROVISION OF WATER SERVICE OUTSIDE THE CITY LIMITS AT 4176 E. POTLATCH HILL ROAD AND FUTURE ANNEXATION.

WHEREAS, the Water Department Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with Virginia L. Tate for the provision of water service outside the City limits at 4176 E. Potlatch Hill Road and future annexation, pursuant to terms and conditions set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Virginia L. Tate for the provision of water service outside the City limits at 4176 E. Potlatch Hill Road and future annexation, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 19th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



May 19, 2026

Virginia L. Tate
4176 E. Potlatch Hill Rd.
Coeur d'Alene, ID 83814

Dear Ms. Tate:

The purpose of this agreement between Virginia L. Tate (“Tate”) and the City of Coeur d'Alene (“City”) is to establish the terms regarding provision of City water to, property with the address of 4176 E. Potlatch Hill Rd., and the legal description of Lot 1, Block 1, Elk Point, and consent to future annexation. The parties agree as follows:

A. City Water

1. Due to challenges with the existing condition of surrounding roadways and the lack of fire protection infrastructure and access that meets the City’s needs and code requirements, this property is eligible for water service under the City’s Policy 17.001, Water Service Outside City Limits.
2. As such, the City will allow Tate one (1) domestic water service, no greater than two-inch (2”), and one (1) irrigation service connections to the City water main in E. Potlatch Hill Rd., the precise locations to be approved by the City;
3. Tate will be solely responsible for all the costs of the connection and all applicable fees and infrastructure;
4. The contractor selected for this work is required to install the new service in accordance with City standard drawings for both the service connection and backflow assembly. The contractor must also notify the Water Department at least 48 hours in advance of the scheduled installation;
5. All capitalization fees must be paid in full for the requested connection size prior to making a connection to the City water system;
6. An appropriate backflow prevention assembly must be installed immediately downstream of the water meter;
7. Tate agrees to pay, as applicable, the current hookup fees, asphalt patching fees, and any actual additional costs incurred for rock excavation or special construction/stabilization requirements necessary to connect to the existing Utility System in accordance with the ordinances, rules and regulations established by the City for such connections. Tate further agrees to pay, in a timely manner, all monthly water fees assessed.

B. Annexation

Tate agrees to request annexation of her real property at the time any property adjacent to 4176 E. Potlatch Hill Road is annexed into the City and is required to extend water system infrastructure in E. Potlatch Hill Road, or if the City's water infrastructure is otherwise extended down E. Potlatch Hill Road. Tate shall be subject to all procedures and applicable fees at the time of the annexation request. In addition, Tate agrees to negotiate in good faith all the terms and conditions to be included in an annexation agreement which she shall execute. Tate agrees to comply with all City policies, Codes, and regulations in effect at the time of annexation.

C. Other Terms

1. All water infrastructure must be completed and inspected, this Agreement must be signed, and all applicable fees paid before the City will turn on water service to the property.
2. Per the City's Policy 17.001, Water Service Outside City Limits, Tate agrees and fully acknowledges that the City is under no obligation to provide water service to her and that, if such service is allowed, the City may place such conditions, limitations, and other restrictions as it sees fit upon the service.
3. Extension of water service is only for the subject property. The City does not agree to provide water service to any additional parcels under this Agreement.
4. Tate agrees and fully acknowledges that, due to the elevation of the Property, the City may be unable to provide a minimum pressure of 40 psi at the meter as provided by IDAPA § 58.01.08.552(b)(v). Tate hereby waives the City's compliance with the minimum pressure provision noted above and further waive any claim against the City, in law or equity, pertaining thereto. In addition, Tate acknowledges that a privet booster pump may be needed to attain a minimum pressure of 40 psi, which pump shall be the sole responsibility of Tate.
5. Tate agrees to obtain all permits and easements required to connect to the existing City Utility System and submit a copy of such to the City prior to beginning construction thereof.
6. Tate agrees to conform to all applicable sections of the Coeur d'Alene City Code and policies pertaining to Utility service, together with any rules and regulations for the administration of such Code and policies. Tate acknowledges she has reviewed the provisions of the ordinances, rules and regulations of the City and fully understands the requirements she must meet.
7. Upon approval of this Agreement, Tate agrees to convey, in writing and without cost to the City, all water rights attached to the Property which is the subject of this Agreement.

8. Tate agrees that this Good Neighbor Agreement upon acceptance by the City, shall bind and become obligatory upon its heirs, successors, representatives and assigns forever. This document will be recorded and shall become an addendum to the deed of the property.
9. Tate agrees and fully acknowledges that the City is under no obligation to annex the Property into the corporate limits.
10. If Tate opposes annexation in the future and does not comply with other performance requirements outlined in this agreement, the City may, in its sole discretion, terminate water service, and the capitalization fee and any other fees incurred pursuant to this agreement will not be refunded.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene, and the Owners of the Property have executed this Agreement the day and year first above written.

SIGNED AND DATED this 19th, day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SIGNED AND DATED this ____ day of _____, 2026.

Virginia L. Tate

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2026
FROM: Bill Deruyter, Interim Fire Chief
SUBJECT: Amendment to CBA- Article 8 Staffing

DECISION POINT: Should the City Council approve the proposed amendment to Article 8 - Staffing within the Collective Bargaining Agreement between the City of Coeur d'Alene and Local 710?

HISTORY: As of April 1, 2026, the Medic 34 Ambulance was funded for one more day of staffing. We now staff Medic 34 Monday through Friday. The purpose of this amendment is to address this and the future full-time funding of Medic 34. Medic 34 will be fully funded from the Kootenai County EMS System October 1, 2026. This funding will enable Medic 34 to provide coverage 24 hours a day and seven days a week. We will not have the manpower for this new schedule until at least January 1, 2027. The amendment is intended to cover this change in staffing, so we don't have to revisit this Article again.

FINANCIAL ANALYSIS: This proposed amendment and change to the ambulance schedule will have no financial impact on the Fire Department or City. The Kootenai County EMS System is committed to fund Medic 34 indefinitely.

PERFORMANCE ANALYSIS: This proposed schedule change will allow us to address the current staffing of Medic 34 and the future staffing of Medic 34 after January 1, 2027.

DECISION POINT/RECOMMENDATION: Council should approve the proposed contract amendment to Article 8 - Staffing

RESOLUTION NO. 26-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), ESTABLISHING A NEW STAFFING SCHEDULE TO ADDRESS THE CURRENT STAFFING OF MEDIC 34 AND THE FUTURE STAFFING OF MEDIC 34 AFTER JANUARY 1, 2027.

WHEREAS, pursuant to Resolution No. 24-071, adopted the 3rd day of September, 2024, the City approved a four-year Collective Bargaining Agreement with the Coeur d'Alene Firefighters Local No. 710, International Association of Firefighters (IAFF), effective October 1, 2024, through September 30, 2028; and

WHEREAS, pursuant to Resolution No. 26-005, adopted the 20th day of January, 2026, the City approved Amendment No. 1 to the agreement establishing a Division Chief Rank and Compensation, as well as providing for the re-organized structure of the department; and

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Amendment No. 2 to the Collective Bargaining Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF), establishing a new staffing schedule to address the current staffing of Medic 34 and the future staffing of Medic 34 after January 1, 2027, pursuant to terms and conditions set forth in the Amendment, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Amendment No. 2 to the Collective Bargaining Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF), establishing a new staffing schedule to address the current staffing of Medic 34 and the future staffing of Medic 34 after January 1, 2027, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

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

DATED this 19th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

_____ was absent. Motion _____.

AGREEMENT
AMENDMENT NO. 2

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 19th day of May, 2026, by and between the CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the “CITY,” and the COEUR D’ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the “UNION,”

WITNESSETH,

WHEREAS, the City and the Union entered into a labor Agreement on September 3, 2024, adopted by the City Council pursuant to Resolution No. 24-071; and

WHEREAS, the City and the Union entered into Amendment No. 1 to the 2024 Agreement on January 20, 2026, adopted by City Council pursuant to Resolution No. 26-005;

WHEREAS, the Parties desire to further amend the Agreement.

NOW, THEREFORE, effective May 19, 2026, the parties hereby mutually agree that the Agreement is amended as provided herein.

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

ARTICLE 8. Staffing

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance. For the purposes of this Agreement, a Firefighter is defined as a full-time employee of the Fire Department of the City of Coeur d’Alene, who the Fire Chief or his/her designee recognizes to be competent to efficiently and safely perform the duties of a Firefighter. In no case shall an employee be considered for minimum staffing level purposes until that employee has served at least (4) months continuous service from the date of hire and has completed the City of Coeur d’Alene Fire Department Academy.

~~Starting at 0800 on Tuesday November 28th 2023 to 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief). The following week starting at 0800 on Monday to 0800 on Friday minimum staffing shall be nineteen (19) firefighters (ranks Firefighters through Battalion Chief). This will continue to alternate every week for the duration of the Agreement. The intent is to prevent personnel from having to switch assignments mid-shift.~~

As the result of the addition of Medic 34 funded by KCEMSS, as of April 1, 2026, minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief), 0800 Monday through 0800 Saturday. The UNION and the CITY intend to increase minimum staffing to nineteen (19) firefighters (ranks Firefighter through Battalion Chief) for all seven (7) days per week, beginning on January 1, 2027. PROVIDED, however, if there are insufficient firefighters employed by the City to accommodate the increased minimum staffing without the necessity of paying overtime, the increase in minimum staffing shall be delayed until such time as the Department employs the firefighters necessary without the need to pay overtime.

SECTION 2. Except for the amendments contained herein, the Parties agree that the current contract between the Parties shall remain in full force and effect, and that the amendments to the contract contained herein do not amend or alter any other right or obligation of either party under the contract.

DATED this 19th day of May, 2026.

CITY OF COEUR D’ALENE

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

Daniel K. Gookin, Mayor

Thomas Eckert, President, Local No. 710

ATTEST:

Renata McLeod, City Clerk

_____, Secretary, Local 710

**GENERAL SERVICES
STAFF REPORT**

DATE: May 11, 2026
FROM: Renata McLeod, Municipal Services Director
RE: Repeal of Chapter 5.64, Coeur d'Alene Municipal Code, Amusement Machines and Arcades

DECISION POINT: Should the City Council repeal Chapter 5.64, Coeur d'Alene Municipal Code, entitled Amusement Machines and Arcades?

HISTORY: The City's Municipal Code regulating arcades was enacted in 1982. The City has not issued an Arcade License for at least 15 years. The Code was instituted to ensure safe places for youth to play arcade games. However, the Code only required a background check of the facility owner. Additionally, there aren't many business models that would qualify as an arcade. Similar businesses in Spokane Valley and Hayden are not licensed by their respective cities, but are treated as commercial businesses, with no background check requirement. The Code no longer serves a legitimate function. Therefore, staff recommends repeal of the Amusement Machines and Arcade code.

FINANCIAL ANALYSIS: Codification costs will be minimal for this repeal.

DECISION POINT/RECOMMENDATION: Council should repeal Chapter 5.64, Coeur d'Alene Municipal Code, Amusement Machines and Arcades.

COUNCIL BILL NO. 26-1008
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, REPEALING COEUR D’ALENE MUNICIPAL CODE SECTION 5.64, ENTITLED “AMUSEMENT MACHINES AND ARCADES”; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d’Alene to repeal Coeur d’Alene Municipal Code §5.64.

NOW, THEREFORE,

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

SECTION 1. That Coeur d’Alene Municipal Code Section 5.64 entitled “Amusement Machines and Arcades,” be, and hereby is, repealed.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 4. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d’Alene, and upon such publication this Ordinance shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d’Alene at a regular session of the City Council on May 19, 2026.

APPROVED, ADOPTED and SIGNED this 19th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Repealing Section 5.64, Coeur d'Alene Municipal Code

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING COEUR D'ALENE MUNICIPAL CODE SECTION 5.64, ENTITLED "AMUSEMENT MACHINES AND ARCADES"; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Repealing Section 5.64 of the Coeur d'Alene Municipal Code, entitled "Amusement Machines and Arcades," and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 19th day of May, 2026.

Randall R. Adams, City Attorney