

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.

July 15, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Richard Dance: The Church of Jesus Christ of Latter-day Saints

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 – Appointment of Duncan Menzies 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 from the July 1, 2025 Council Meeting.
2. Approval of General Service/Public Works Meeting Minutes from July 7, 2025.
3. Approval of Bills as Submitted.

4. Approval of Financial Report.
5. Approval of **Resolution No. 25-035** -
 - a. Approving the destruction of a 2016 Ford F150 fire vehicle
As Recommended by Captain Hagar
 - b. Approving Amendments to the Records Retention Manual- department records custodians
As Recommended by the General Services/Public Works Committee

H. OTHER BUSINESS:

1. **Resolution No. 25-033** - Approval of a new lease with the Human Rights Education Institute, Inc., (HREI), for the building at 414 W. Fort Grounds Drive.

Staff Report: Randy Adams, City Attorney

2. **Resolution No. 25-036** – Consenting to a sublease by the University of Idaho for a portion of the Harbor Center facility to the Coeur d’Alene Tribe.

Staff Report: Randy Adams, City Attorney

3. **Council Bill No. 25-1013** - Approval of amendments to Municipal Code Chapter 5.28 entitled Massage Facilities and Spas.

Staff Report: Renata McLeod, Municipal Services Director

I. PUBLIC HEARING:

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

1. (Legislative) Amendments to City fees for services as proposed by the Building, Finance, Fire, Library, Municipal Services, Parks and Recreation, Police, and Water Departments

Staff Report: Renata McLeod, Municipal Services Director

- a. **Resolution No. 25-037** - Amendments to City fees for services as proposed by the Building, Finance, Fire, Library, Municipal Services, Parks and Recreation, Police, and Water Departments.

J. RECESS to July 21, 2025, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue, for a Council Workshop to discuss Fiscal Year 2025/2026 Budget.

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

July 15, 2025

MEMBERS OF THE CITY COUNCIL:

Woody McEvers, Mayor
Council Members English, Evans, Gabriel, Gookin, Miller, Wood

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: July 3, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for July 15, 2025 Council meeting:

DUNCAN MENZIES

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
Troy Tymesen, 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

July 1, 2025

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 July 1, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

Dan English) Members of Council Present
Christie Wood)
Dan Gookin)
Kiki Miller)
Kenny Gabriel)

Amy Evans) Member of Council Absent

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

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

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

AMENDMENTS TO THE AGENDA: MOTION: Motion by Gookin, seconded by English, to table for next meeting the Other Business item no. 2 regarding Resolution No. 25-033, Approval of a Lease Agreement with HREI for a building located at 414 W. Fort Grounds Drive.

DISCUSSION: Councilmember Gookin noted that he had requested staff to provide more information to look at the history. Councilmember Miller asked whether this information would be shared with the entire Council, and Councilmember Gookin confirmed that it would.

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

EAST SIDE FIRE DISTRICT EVENT: Mayor McEvers invited City Administrator Troy Tymesen to recognize David Bruyette of Mountain Lakes Bible Church, who led the invocation. Mr. Tymesen praised David as a dedicated servant leader, chaplain academy graduate, and East Side Fire District volunteer. He highlighted David's role in a recent life-saving incident and announced the East Side Fire District Pancake Breakfast on July 5th from 8:00–11:30 a.m. at their new Highway 97 station. Mayor McEvers thanked David for his service to the community.

COUNCIL MESSAGES: Mayor McEvers invited Councilmembers to share their reflections on the recent tragic event at Canfield Mountain involving the deaths of Coeur d'Alene Fire Battalion

Chief John Morrison and Kootenai County Fire and Rescue Battalion Chief Frank Harwood, as well as the serious injury sustained by Fire Engineer Dave Tysdal.

Councilmember Miller expressed her gratitude to Councilmember Wood for volunteering her expertise as a former public information officer with the Police Department. She commended her for bringing together the Council's thoughts cohesively to communicate and reassure the community of the Council's support during this time of crisis. Councilmember Miller shared how deeply moved she was by the morning's homecoming event, where thousands of community members lined the streets. She said witnessing such unity was a powerful reminder of the strength and heart of the community. She thanked the public for their support, adding that their presence and solidarity gave her strength during this sad time.

Councilmember Wood thanked Councilmember Miller for her kind words. She acknowledged the trauma of losing a team member and praised the strength shown by firefighters and police officers during this difficult time. She expressed deep appreciation for the community's support, noting that the outpouring of kindness and unity has been a source of strength. She thanked the community and expressed pride in their response.

Councilmember English reflected on how, despite the extensive training the Fire Department undergoes, nothing could have fully prepared them for such unfortunate event.

Councilmember Gookin acknowledged the difficulty of the recent tragedy, noting that while first responders are trained to face dangerous situations, such as police officers in confrontations or firefighters entering burning buildings, what occurred over the weekend was entirely unexpected. He expressed empathy for the firefighters, especially those who trained and served alongside Battalion Chief John Morrison, and emphasized the City's commitment to ensuring first responders are well-trained, well-equipped, and fully supported. He concluded by stating that the event was both unexpected and heartbreaking for everyone.

Councilmember Miller expressed her appreciation for Councilmember Gabriel, noting that his leadership and experience as a former Fire Chief have been invaluable during this difficult time. She thanked him for stepping in to coordinate efforts, checking in on personnel, and using his expertise to support the City and its first responders.

Councilmember Gabriel stated it was an honor to support during this difficult time, emphasizing that serving the community is at the heart of what first responders do. He echoed Councilmember Gookin's sentiment that the loss has deeply affected firefighters, especially given its unexpected nature. He shared that Coeur d'Alene's duty firefighters chose to continue serving their own community, demonstrating their deep commitment. He acknowledged the emotional toll and the irreplaceable loss but also highlighted the overwhelming support from the community through gestures and prayers, which reflects the true spirit of the community. He expressed pride in having served as Fire Chief and gratitude for the continued support, urging everyone to remember the sacrifices of first responders not just now, but in the months ahead.

ANNOUNCEMENTS:

City Attorney Randy Adams introduced Emily Fairchild, the legal intern this summer. Emily has completed her first year at the University of Idaho College of Law and has been a valuable asset to the Legal Department, especially during a period of understaffing since February. Mr. Adams thanked her for her contributions.

Councilmember Miller shared that she would be speaking at the NIBCA Joint Government meeting on July 15, where she will present the six-month report card for the Housing Solutions Partnership.

CONSENT CALENDAR:

1. Approval of Council Minutes for the June 17, 2025 Council Meetings.
2. Setting of General Services/Public Works Committee meeting for July 7, 2025
3. Setting of a Fee Public Hearing – July 15, 2025
4. Approval of cemetery repurchases:
 - a. From Christie and Allen Donat for Section RIV, Block NGC, Niche 19, Forest Cemetery Annex (\$900.00)
 - b. From Wendy Jones Shipley for Section RIV, Block J, Lot 883, Forest Cemetery (\$1,400.00)
5. Approval of SS-25-08c, Thomas George Project Amendment No. 1: Final Plat
6. Approval of SS-25-06c, La Vista at Atlas Waterfront Condominiums Amendment No. 1: Final Plat
7. **Resolution No. 25-031** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, AND AGREEMENT TO PERFORM SUBDIVISION WORK AND SECURITY FOR THE ROOSEVELT ADDITION [SS-24-08]; AND APPROVING THE FINAL PLAT, AND AGREEMENT TO PERFORM SUBDIVISION WORK AND SECURITY FOR CAREFREE VIEW [SS-25-05].

MOTION: Motion by Gookin, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-031**.

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

RESOLUTION NO. 25-032

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #3 TO THE SOLIDS BUILDING IMPROVEMENTS CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF \$334,035.72 FOR A CITY PLUMBING PERMIT AND OTHER ITEMS SPECIFIED IN EXHIBIT “A,” AND EXTENSION OF THE CONTRACT COMPLETION DATE TO AUGUST 15, 2025.

STAFF REPORT: Wastewater Capital Programs Manager Mike Becker requested approval of Change Order #3 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$334,035.72. The Solids Building Improvement (SBI) Project, now in its third year and nearing completion, includes equipment upgrades and control system enhancements to improve

dewatering capacity, treatment redundancy, and odor control at the City's Advanced Wastewater Treatment Facility. Mr. Becker explained that, rather than waiting until project completion, the Wastewater Department is submitting change orders progressively. Change Order #3 includes one Change Proposal Request (CPR) and twelve Work Change Directives (WCDs) for work completed in 2024, primarily due to unforeseen site conditions and damaged infrastructure discovered during construction. Apollo, Inc. is also requesting a contract extension to August 15, 2025. Despite delays and challenges, the contractor has consistently met performance expectations and has not requested additional compensation for setbacks. The department supports the extension, with the goal of completing the project by the end of the fiscal year.

DISCUSSION: Councilmember Miller asked if Mr. Becker anticipates only one final balancing change order at the end of the project, with no additional change orders expected before completion. Mr. Becker confirmed, noting that they have 14 remaining change directives that they still need to iron out. Mayor McEvers inquired whether the project remains under budget. Mr. Becker responded affirmatively, explaining that despite the project's complexity, it remains within budget and aligned with the facility plan and rate study.

MOTION: Motion by Gookin, seconded by Wood to approve **Resolution No. 25-032** - Approving Change Order #3 to the Contract with Apollo, Inc., for the Solids Building Improvements Project in the amount of \$334,035.72 and a contract extension to August 15, 2025.

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

RESOLUTION NO. 25-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT BY WHICH ITD WILL PROVIDE FUNDING IN THE AMOUNT OF \$170,800.00 FOR RESURFACING THE 4TH STREET OVERPASS.

STAFF REPORT: Director Todd Feusier reported that current road projects are nearing completion and are coming in slightly under budget. Beginning the first week of June, the department placed 3,000 tons of hot mix asphalt on Honeysuckle Drive and a portion of Lunceford Lane, completing the work in approximately a week and a half. Also in early June, Interstate Concrete began work under contract with the Streets Department and has since placed 7,382 tons of hot mix asphalt. The project has been progressing successfully. Additional work completed by the Streets Department includes improvements on 3rd Street along Harrison Avenue and Kathleen Avenue from Ramsey Road to St. Michelle Drive. He added that striping is scheduled for completion next week, which will result in more open and accessible streets.

Mr. Feusier explained that the asphalt surface on 4th Street, from Birch Street to I-90, had significantly deteriorated over the years and required maintenance. The Streets & Engineering Department initiated a project to mill the existing surface and overlay new asphalt, extending the life of the corridor. The section of 4th Street at the I-90 interchange, under the jurisdiction of the Idaho Transportation Department (ITD), was in worse condition than the City's portion. As a result, ITD agreed to contribute \$170,800 toward the project. This funding covers the cost of

milling, asphalt overlay, and replacement of traffic signal detection equipment damaged during milling. A Cooperative Agreement is required to transfer the ITD funds to the City to help offset the overall project cost.

DISCUSSION: Councilmember Gabriel complimented the Streets Department on the improved condition of 4th Street, noting that it now looks excellent and commending the team for their work. Mr. Feusier shared that, typically, the department receives complaints when they do night's work and also during the day due to streets interruptions. However, during recent projects be it day or night work, they received no complaints. He expressed appreciation for the public's patience and support, calling the project a huge success. Mayor McEvers added that both 4th and 3rd Streets now look smooth and clean, with bright, clear road markings, and thanked the department for their efforts.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 25-034** - Approving a Cooperative Agreement with the Idaho Transportation Department for funding in the amount of \$170,800.00 to resurface the 4th Street Overpass in conjunction with the 2025 Overlay Project.

DISCUSSION: Councilmember Gookin asked Mr. Feusier to share a recent incident involving Fire Engine 3. Mr. Feusier explained that the engine was stuck on the hill because the tires were shot, and the City's vendor, Pomp's Mobile Truck Repair, responded immediately, pausing other work to assist. After completing the repair, the vendor informed the City that there would be no charge for the service. Mr. Feusier praised the vendor's generosity and highlighted it as a reflection of strong community support and partnership.

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

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

The meeting adjourned at 6:36 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

July 7, 2025
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Kenny Gabriel, acting Chairperson
Council Member Dan English
Council Member Christie Wood

STAFF

Jo Anne Mateski, Executive Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Chris Bosley, City Engineer, Streets & Engineering Dept.
Renata McLeod, Director, Municipal Services

Item 1. Approval of Amendments to the Records Retention Manual
(Consent)

Renata McLeod, City Clerk and Municipal Services Director, requests Council approval for amendments to the Records Retention Manual. These updates are necessary to reflect changes in departmental record custodians since the City's adoption of Resolution No. 06-075, as amended by Resolutions 14-036, 16-056, and 23-055, in accordance with Idaho Code § 50-907(5). The proposed revisions address staffing changes that require updates to the designated municipal records managers.

MOTION: by English, seconded by Wood, to recommend that Council approve amendments to the Records Retention Manual. Motion carried.

Item 2. Approval of a Professional Services Contract with DOWL for the River's Edge PUD Traffic Mitigation Plan
(Agenda)

Chris Bosley, City Engineer, requests Council approval of a Professional Services Agreement with DOWL for the development of a Traffic Mitigation Plan for the River's Edge Planned Unit Development (PUD), located south of Seltice Way. This requirement is based on a condition in the Development Agreement with River's Edge Apartments, LLC (Lanzce Douglass), which stipulates that the developer must fund a traffic study conducted by a consultant selected by the City. DOWL, a traffic engineering firm on the City's on-call roster, collaborated with City staff to develop a scope of work aimed at identifying traffic deficiencies and recommending potential solutions at key intersections along Seltice Way, including Atlas Road, Riverstone Drive, and Northwest Boulevard. Although the developer is not obligated to implement the recommended mitigation measures, impact fees generated by the development may be used for that purpose. The City will initially pay DOWL for the study, with reimbursement from the developer upon completion. Approval of this agreement will enable the City to move forward with planning for traffic impacts associated with the development.

Councilmember Wood asked whether the contract states that the City will initially pay DOWL for the traffic study and be reimbursed by the developer. Mr. Bosley clarified that the contract is between the City and DOWL, and while the City will pay DOWL directly, Mr. Douglass will reimburse the City for the cost. City Attorney Randy Adams confirmed that this reimbursement arrangement is in the Development Agreement.

Councilmember English commented that there had been extensive discussion on this topic during his time on the Ignite board. He emphasized that the conversations were focused on addressing community needs while also considering the potential for increased housing. He expressed his belief that the project strikes a good balance and voiced his support for moving it forward.

MOTION: by English, seconded by Wood, to recommend that Council approve a Professional Services Agreement with DOWL for the River's Edge PUD Traffic Mitigation Plan. Motion carried.

Recording of the meeting can be found at: [General Services/Public Works - July 7, 2025](#)

The meeting adjourned at 12:06 p.m.

Respectfully submitted,
Jo Anne Mateski
Executive Assistant
Recording Secretary



**City of Coeur d'Alene
Cash and Investments
6/30/2025**

Description		Balance
U.S. Bank		
Checking Account	\$	309,179
Checking Account		81,087
Checking Account		5,319,972
Investment Account - Police Retirement		287,425
Investment Account - Cemetery Perpetual Care Fund		1,269,037
Idaho State Investment Pool		
State Investment Pool Account		45,002,651
Spokane Teacher's Credit Union		
Certificate of Deposit		7,719,178
Numerica Credit Union		
Certificate of Deposit		10,510,498
Money Market		16,745,473
Cash on Hand		
Treasurer's Change Fund		1,350
Total		\$ 87,245,850

**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, Finance Director, City of Coeur d'Alene, Idaho



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

FUND NAME	BALANCE 5/31/25	RECEIPTS	DISBURSEMENTS	BALANCE 6/30/2025	BALANCE 6/30/2024
<u>General-Designated</u>	\$ 4,425,934	\$ 10,446	\$ 45,896	\$ 4,390,483	\$ 7,732,903
<u>General-Undesignated</u>	10,698,402	9,227,814	12,115,738	7,810,478	6,240,104
<u>Special Revenue:</u>					
Library	(64,899)	47,922	151,606	(168,583)	(121,500)
CDBG	(21,228)	30,503	39,134	(29,859)	(27,505)
Cemetery	34,373	34,433	37,629	31,177	142,643
Parks Capital Improvements	1,356,453	35,873	8,756	1,383,570	1,235,180
Impact Fees	8,385,167	322,800	-	8,707,967	6,686,355
Annexation Fees	1,019,466	3,567	-	1,023,033	576,795
American Recovery Plan	1,857,213	-	-	1,857,213	4,331,004
Cemetery P/C	1,291,740	11,761	-	1,303,501	1,185,607
Jewett House	136,981	12,409	4,135	145,255	106,582
Street Trees / Reforestation	181,163	8,434	21,763	167,834	191,095
Public Art Fund	68,542	240	120	68,662	30,946
Public Art Fund - ignite	419,172	1,467	-	420,639	460,673
Public Art Fund - Maintenance	184,717	646	580	184,784	133,102
<u>Debt Service:</u>					
2015 G.O. Bonds	683,919	22,373	-	706,293	689,646
<u>Capital Projects:</u>					
Street Projects	4,251,731	51,773	1,045,875	3,257,629	1,204,347
<u>Riverstone Mill Site Project</u>	-	-	-	-	-
<u>Enterprise:</u>					
Street Lights	71,005	67,761	17,122	121,643	71,762
Water	3,291,509	497,225	806,897	2,981,837	2,974,007
Water Capitalization Fees	7,023,743	191,817	-	7,215,561	6,347,424
Wastewater	22,176,285	1,477,169	748,945	22,904,508	21,282,851
Wastewater-Equip Reserve	-	-	-	-	380,159
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	5,500,000
WWTP Capitalization Fees	10,015,084	525,861	-	10,540,945	5,037,989
WW Property Mgmt	72,766	-	-	72,766	72,383
Sanitation	756,313	742,072	751,564	746,821	780,591
Public Parking	1,468,328	93,243	77,792	1,483,779	980,348
Drainage	1,109,734	94,131	221,625	982,240	1,376,766
Wastewater Debt Service	1,021,766	3,575	-	1,025,341	375,804
<u>Fiduciary Funds:</u>					
Kootenai County Solid Waste Billing	314,966	323,634	315,121	323,479	268,436
KCEMSS Impact Fees	4,414	9,192	4,414	9,192	5,412
Police Retirement	464,206	15,558	23,230	456,534	437,971
Sales Tax	4,249	1,922	4,248	1,922	1,775
BID	417,802	4,962	-	422,764	379,439
Homeless Trust Fund	462	444	464	442	401
GRAND TOTAL	\$ 89,817,479	\$ 13,871,025	\$ 16,442,654	\$ 87,245,850	\$ 77,071,496

*Designated fund balance will be recalculated as the City's audit progresses.

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



CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
June 30, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$279,817	\$ 208,410	74%
	Services/Supplies	9,150	6,719	73%
Administration	Personnel Services	249,686	185,111	74%
	Services/Supplies	2,590	368	14%
Finance	Personnel Services	870,733	617,450	71%
	Services/Supplies	904,134	954,659	106%
Municipal Services	Personnel Services	1,652,793	1,171,086	71%
	Services/Supplies	1,237,565	1,124,029	91%
	Capital Outlay	-		
Human Resources	Personnel Services	372,005	268,032	72%
	Services/Supplies	115,239	51,350	45%
Legal	Personnel Services	1,324,012	910,093	69%
	Services/Supplies	74,500	45,067	60%
Planning	Personnel Services	766,017	562,749	73%
	Services/Supplies	54,700	10,244	19%
	Capital Outlay			
Building Maintenance	Personnel Services	373,979	269,203	72%
	Services/Supplies	390,800	296,423	76%
	Capital Outlay	-		
Police	Personnel Services	18,607,937	13,100,947	70%
	Services/Supplies	2,227,376	1,381,850	62%
	Capital Outlay	4,954,978	3,972,211	80%
Fire	Personnel Services	13,414,095	10,667,029	80%
	Services/Supplies	1,076,509	680,656	63%
	Capital Outlay	-	1,036,621	
General Government	Services/Supplies	38,800	20,682	53%
	Capital Outlay			
Police Grants	Personnel Services	247,275	419,135	170%
	Services/Supplies		6,469	
	Capital Outlay		28,035	
Streets	Personnel Services	3,622,983	2,634,592	73%
	Services/Supplies	2,966,230	1,002,837	34%
	Capital Outlay	90,000	30,000	33%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH	PERCENT EXPENDED
Parks	Personnel Services	2,223,086	1,368,659	62%
	Services/Supplies	772,045	483,747	63%
	Capital Outlay	40,000	64,181	160%
Recreation	Personnel Services	629,686	458,225	73%
	Services/Supplies	155,950	77,588	50%
Building Inspection	Personnel Services	1,033,101	742,612	72%
	Services/Supplies	55,205	28,022	51%
	Capital Outlay		-	
Total General Fund		60,832,976	44,885,091	74%
Library	Personnel Services	1,689,366	1,211,027	72%
	Services/Supplies	220,000	154,135	70%
	Capital Outlay	200,000	126,296	63%
CDBG	Personnel Services	108,274	80,178	74%
	Services/Supplies	250,786	171,023	68%
Cemetery	Personnel Services	199,298	171,945	86%
	Services/Supplies	143,800	76,760	53%
	Capital Outlay	15,000	11,099	74%
Impact Fees	Services/Supplies	1,093,000	478,000	44%
Annexation Fees	Services/Supplies	580,000	580,000	100%
Parks Capital Improvements	Capital Outlay	751,100	161,778	22%
Cemetery Perpetual Care	Services/Supplies	19,500	18,659	96%
Jewett House	Services/Supplies	31,120	12,773	41%
Street Trees	Services/Supplies	134,500	53,261	40%
Public Art Fund	Services/Supplies	244,500	167,743	69%
		5,680,244	3,474,677	61%
Debt Service Fund		877,308	24,461	3%
Atlas - Kathleen to Newbrook	Capital Outlay			
Traffic Calming	Capital Outlay	40,000	3,049	8%
Public Transit Sidewalk Accessibility	Capital Outlay		-	
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	900,000	133,634	15%
LHTAC Pedestrian Safety	Capital Outlay		-	
Atlas Waterfront Project	Capital Outlay		-	
Wilbur / Ramsey Project	Capital Outlay		29,601	
Government Way	Capital Outlay	4,926,000	3,264,439	66%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH	PERCENT EXPENDED
LaCrosse Ave. Improvements	Capital Outlay	5,866,000	3,430,722	58%
Street Lights	Services/Supplies	801,000	457,792	57%
Water	Personnel Services	3,012,695	2,059,983	68%
	Services/Supplies	5,942,033	1,510,453	25%
	Capital Outlay	4,233,000	2,373,654	56%
Water Capitalization Fees	Services/Supplies	2,260,000	-	0%
Wastewater	Personnel Services	3,439,843	2,445,200	71%
	Services/Supplies	9,442,232	2,690,437	28%
	Capital Outlay	11,651,000	1,210,970	10%
	Debt Service	5,128,241	1,754,897	34%
WW Capitalization	Services/Supplies	7,143,549	-	0%
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,469,062	3,591,678	66%
Public Parking	Services/Supplies	1,788,090	730,198	41%
	Capital Outlay	-		
Drainage	Personnel Services	257,526	186,452	72%
	Services/Supplies	1,322,141	447,715	34%
	Capital Outlay	495,000	615,180	124%
Total Enterprise Funds		62,385,412	20,074,609	32%
Kootenai County Solid Waste		3,240,000	2,323,620	72%
KCEMSS Impact Fees		38,000	65,680	173%
Police Retirement		149,000	111,167	75%
Business Improvement District		301,200	60,000	20%
Homeless Trust Fund		9,000	4,118	46%
Total Fiduciary Funds		3,737,200	2,564,584	69%
TOTALS:		\$139,379,140	\$ 74,454,145	53%

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

CITY OF COEUR D'ALENE
TREASURER'S QUARTERLY FINANCIAL REPORT FOR PUBLICATION
Nine Months Ended 6/30/2025
(Required by Idaho Code Section 50-1011)

	Expenditures	Total	Annual Appropriation	Percent Expended
APPROPRIATED FUNDS:				
GENERAL FUND				
Personnel Services	\$33,583,333			
Services and Supplies	6,170,711			
Capital Outlay	5,131,048	\$44,885,091	\$60,832,975	74%
SPECIAL REVENUE FUNDS				
Library Fund:				
Personnel Services	1,211,027			
Services and Supplies	154,135			
Capital Outlay	126,296	1,491,458	2,109,366	71%
Community Development Block Grant	251,202	251,202	359,060	70%
Cemetery:				
Personnel Services	171,945			
Services and Supplies	76,760			
Capital Outlay	11,099	259,804	358,098	73%
Impact Fees: Services and Supplies	478,000	478,000	1,093,000	44%
Annexation Fees	580,000	580,000	580,000	100%
Parks Capital Imprvmnts: Capital Outlay	161,778	161,778	751,100	22%
Cemetery Perpetual Care Fund	18,659	18,659	19,500	96%
Jewett House	12,773	12,773	31,120	41%
Reforestation / Street Trees	53,261	53,261	134,500	40%
Public Art Funds	167,743	167,743	244,500	69%
DEBT SERVICE FUND	24,461	24,461	877,308	3%
CAPITAL PROJECTS FUND	3,430,722	3,430,722	5,866,000	58%
ENTERPRISE FUNDS				
Street Lighting:				
Services and Supplies	457,792	457,792	801,000	57%
Water:				
Personnel Services	2,059,983			
Services and Supplies	1,510,453			
Capital Outlay	2,373,654	5,944,090	15,447,728	38%
Wastewater:				
Personnel Services	2,445,200			
Services and Supplies	2,691,687			
Capital Outlay	1,433,087			
Debt Service	1,531,530	8,101,504	36,804,865	22%
City Public Parking				
Services and Supplies	730,198	730,198	1,788,090	41%
Sanitation:				
Services and Supplies	3,591,678	3,591,678	5,469,063	66%
Drainage Mgmt:				
Personnel Services	186,452			
Services and Supplies	447,715			
Capital Outlay	615,180	1,249,347	2,074,667	60%
FIDUCIARY FUNDS	2,564,584	2,564,584	3,737,200	69%
TOTALS	\$74,454,145	\$74,454,145	\$139,379,140	53%

Citizens are invited to inspect the detailed supporting records of the above financial statements.
Katie Ebner, Finance Director / Treasurer

RESOLUTION NO. 25-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE DESTRUCTION OF A 2016 FORD F150 FIRE VEHICLE; AND APPROVING AMENDMENTS TO THE RECORDS RETENTION MANUAL REGARDING THE DEPARTMENT RECORDS CUSTODIANS.

WHEREAS, it has been recommended that the City of Coeur d'Alene approve the following actions as further described in the document attached hereto as Exhibit "A" and by reference made a part hereof as summarized as follows:

- A) Destruction of a 2016 Ford F150 fire vehicle;
- B) Amendments to the Records Retention Manual – department records custodians;

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 actions.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the destruction of a 2016 Ford F150 fire vehicle, and approve amendments to the Records Retention Manual as described in Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to take such actions as may be necessary to effectuate these actions.

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

DATED this 15th day of July, 2025.

Woody McEvers, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**COUNCIL
STAFF REPORT**

DATE: *July 7, 2025*

FROM: *Captain Dave Hagar*

SUBJECT: *Destruction of Fire Vehicle 2016 F150*

DECISION POINT: Should the City Council approve the destruction of a 2016 Ford F150 fire vehicle involved in the June 29, 2025, critical incident?

HISTORY: The CDA Fire Department had used this vehicle since 2016 until it was involved in the critical incident on June 29, 2025, and due to its current condition is no longer a serviceable vehicle and has no value. It is felt that parting out the vehicle would be disrespectful

FINANCIAL ANALYSIS: There is no financial value to the city and no re-sale value for this vehicle.

PERFORMANCE ANALYSIS: With no financial value and its connection to the critical incident, destruction of the vehicle as soon as it is released for investigative purposes is reasonable and prudent.

DECISION POINT/RECOMMENDATION: Council should approve the destruction of a 2016 Ford F150 fire vehicle involved in the June 29, 2025, critical incident.

CITY COUNCIL MEETING STAFF REPORT

DATE: July 15, 2025

FROM: RENATA MCLEOD, CITY CLERK/MUNICIPAL SERVICES DIRECTOR

SUBJECT: APPROVAL OF AMENDMENTS TO THE RECORDS RETENTION
MANUAL

DECISION POINT: Should Council approve amendments to the Records Retention Manual?

HISTORY: On December 5, 2006, the City adopted Resolution No. 06-075 (amended by Resolution Nos. 14-036, 16-056, and 23-055) approving a records retention manual as required by Idaho Code § 50-907(5). Upon review of the manual, it was found that several department record custodians needed to be updated. Please note the following changes to be integrated into the full manual.

The following are the designated municipal records managers:

City Clerk Renata McLeod
Official City Municipal Records Manager

Department Records Manager

Department

~~Sherrie Badertscher~~ Jo Anne Mateski

Administration

Ted Lantzy

Building

~~Kris Beyer~~ Janelle Sells

Finance

Katie Hirst

Fire

Melissa Tosi

Human Resources

Juanita Knight

Legal

~~Michael Priest~~ Elizabeth Westenburg

Library

Alison Palmer

Municipal Services

Melissa Brandt

Parks and

Cemetery/Recreation

Traci Clark

Planning

~~Becky Mumford~~ Natalie Moss

Police

Suzanne Sims

Streets

Maintenance/Engineering

Torri Green

Wastewater

Felicia Bruyette

Water

Randy Adams, City Attorney

Legal Counsel

FINANCIAL: There is no financial impact for this amendment.

DECISION POINT/RECOMMENDATION: Council should approve the proposed amendments to the Records Retention Manual.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: July 1, 2025
FROM: Randy Adams, City Attorney
SUBJECT: HREI Lease – 414 W. Fort Grounds Drive

DECISION POINT: Should Council approve a new lease with the Human Rights Education Institute, Inc., (HREI) for the building at 414 W. Fort Grounds Drive?

HISTORY: The building in question is located on W. Fort Grounds Drive, just west of Northwest Boulevard, and across W. Fort Grounds Drive from the Carousel and Memorial Field. It is partially on Lot 48 and partially on Lot 49 in the Fort Sherman Abandoned Military Reservation plat. Burlington Northern (BN) possessed a right-of-way for railroad and station purposes through portions of Lots 48 and 49. The subject building was a railroad substation constructed to house large batteries which provided a backup power source for the electric trains (the Coeur d’Alene and Spokane Railway Company) traveling between Spokane and Coeur d’Alene.

By Act of Congress in 1904, the United States government donated twenty acres of land in Lot 48 to the City, subject to the railroad right-of-way, “for the use of said municipality as a public park, and which shall be used for such purpose exclusively.” A land patent was granted to the City in 1967 for portions of Lot 49, again subject to the railroad right-of-way, to be used “for park and recreation purposes and uses incidental thereto.” Any other purpose would require the consent of the Secretary of the Interior. The Bureau of Land Management (BLM) manages the property to the United States. The BLM approved a master plan for parcels A and B in Lot 49 in 1975, which was made part of the land patent. Parcel B, where the subject building lies, “would contain extensive parking area. The existing Cooperative Supply building and surrounding area is proposed for use as a craft center and tot area.” In 1989, BN deeded the subject building to the City. Initially, it was used by the Coeur d’Alene Cultural Center. The Coeur d’Alene Cultural Center dissolved in 2002 and the building was returned to the City “in a much-improved condition.” Failure to comply with the terms of the land patent and the master plan approved by the BLM, would result in the land reverting back to the United States.

A lease was entered into on July 1, 2003, between the City and HREI. The initial term was two years and the rent consisted of “the payment of all utilities and premises liability & and [sic] physical damage insurance for the premises” beginning on December 1, 2003, or upon HREI’s actual occupation of the building. The lease specified that the rent for the first renewal term, in other words, the 25th month following commencement of the lease, would be the payment of utilities plus \$12,144.00 per year. The additional rent would be deferred if improvements were made to the building “pursuant to a the [sic] Plan of Renovation” during a lease year. In other words, HREI was “entitled to a credit as against the rent as provided . . . for the reasonable value of such improvements and/or repairs.” The lease was subject to four successive extensions of

five years each, through June 30, 2030, provided HREI “is in all respects in compliance with the lease terms.” The extensions were at HREI’s, but not the City’s, discretion. In 2007, the lease was amended solely to give HREI credit for \$149,574.42 in improvements. HREI has continuously occupied the building since.

The City’s Finance Director has determined that, since 2007, HREI submitted a \$10,000 payment to the City as reimbursement for a roof repair in January 2025. Aside from this transaction, all other payments from HREI recorded in the City’s system are related to utilities. The Finance Director cannot confirm with absolute certainty that these are the only payments received from HREI, as non-utility payments to the City are typically not linked to a customer account. However, staff is not aware of any other capital improvements. The following is the transactional record for HREI’s utility payments from 2018 to the present.

Receipt Date	Customer No	First Name	Last Name	Amount
1/22/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$93.48
2/28/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.03
3/15/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.06
4/16/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$71.34
4/16/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$71.34
5/18/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$79.45
6/22/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$69.12
7/18/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.51
8/13/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$74.31
9/27/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.51
10/30/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$89.88
12/13/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$89.88
12/26/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$72.32
1/24/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$69.12
2/26/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$63.93
4/10/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$69.12
5/20/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$72.32
5/28/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$70.41
7/17/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.70
8/28/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$70.50
9/25/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$160.70
11/27/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$215.00
12/26/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$105.97
2/4/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.70
3/2/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$151.90
5/28/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$153.99
6/17/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$74.30
7/14/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$65.46
9/25/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$91.82
9/25/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$186.48
11/9/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$32.84
11/9/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$32.84
11/23/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$97.66

Receipt Date	Customer No	First Name	Last Name	Amount
1/4/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$64.66
1/4/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$64.66
1/22/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
3/1/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$74.30
3/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
3/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
3/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
4/19/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$71.30
6/1/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$88.68
6/14/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$161.98
6/14/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$161.98
8/16/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$67.11
10/12/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$85.68
11/8/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$98.06
11/22/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$107.25
12/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$91.87
1/10/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$85.68
2/15/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.30
3/17/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.30
5/16/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$67.11
7/6/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$114.25
7/18/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$156.33
9/8/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$192.05
11/28/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$249.70
12/21/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$94.70
3/27/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$137.85
4/21/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$86.07
5/25/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$84.25
7/6/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$252.12
8/1/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$252.12
9/13/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$112.46
10/10/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$117.05
12/27/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$116.00
2/23/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$241.89
4/30/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$164.82
6/3/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$174.90
7/10/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$113.40
8/5/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$322.16
10/24/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$194.53
11/20/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$56.68
2/12/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$118.13
3/27/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$213.63
4/25/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$98.76

Receipt Date	Customer No	First Name	Last Name	Amount
5/28/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$123.65
6/26/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$277.95

The original lease did not provide the City with a right to terminate the lease or to prevent an extension unless HREI was in default. Nevertheless, the City has attempted to renegotiate the terms of the lease at least since 2018. However, despite extended discussions in 2018, 2020, 2021, and 2022, HREI has not signed a new lease agreement. Initially, the proposal was to reduce the term of the lease to a total of five years, through 2023, with no rent, but with HREI being responsible for all utilities and the general maintenance of the building. In 2021, the City sought an agreement that would require \$1,000.00 per month in rent for a three-year term. Negotiations resumed in 2025 and HREI signed a new lease, with a three-year term, through September 30, 2028. The impetus for HREI to sign the new lease was its failure to pay the rent due after credit for improvements was given.

On the City's part, the various agreements, deeds, and patents limit the use to which the building could be put. The building cannot currently be used for commercial or business purposes. However, the use of the building by HREI as an educational facility and cultural center comply generally with the master plan, as determined by the BLM.

FINANCIAL ANALYSIS: HREI has continued to pay utilities since 2003, but has made no other payment for rent. In 2016, HREI was informed: "The lease references the monthly rate of \$1012 per month and the term extensions. The addendum captures in writing the \$149,574.42 in improvements that were used to offset the monthly lease rate. The math would be $\$149,574.42 / \$1012 = 147.8$ months which is equal to 12.3 years. The addendum shows that HREI is paid up through December 10, 2017." For the first year of the new lease term, HREI shall continue to pay, as rent, utilities for the building. In the second and third years, the rent will be \$500.00 per month, plus utilities. HREI would be entitled to renew the lease for an additional three-year term with rent set at \$1,000.00 per month, plus utilities, if it is in compliance with the term of the lease.

PERFORMANCE ANALYSIS: The following are the principal differences between the original lease and the proposed new lease.

1. Term – The original lease provides for extension at the request of HREI through June 30, 2030. The new lease provides for one three-year extension through September 30, 2031.
2. Rent - The original lease requires monthly rental payment of \$1,012.00, plus utilities, with credit for improvements. The new lease provides for utilities-only payment for the first year, then \$500.00 per month for years two and three, and \$1,000.00 per month in each year of the extension. Credit is allowed for improvements, but only if approved by the City for capital improvements.
3. Responsibilities – The new lease spells out in more details the responsibilities of each party. In essence, HREI is responsible for interior maintenance and the City is responsible for exterior maintenance.
4. Termination – The City may now terminate the lease for cause or if necessary to accommodate construction on the premises. In addition, the lease will terminate if Council decides not to appropriate funds sufficient to enable the City to meet its obligations under the lease (a non-appropriations clause). Finally, the City may terminate the lease if there is damage to the building and the City elects not to repair it.

DECISION POINT/RECOMMENDATION: Council should determine whether to approve the new lease with HREI.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of July, 2003, by and between THE CITY OF COEUR D'ALENE, An Idaho municipal corporation organized pursuant to the law of the State of Idaho, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as "LESSOR," and the HUMAN RIGHTS EDUCATION INSTITUTE, Inc., an Idaho non-profit corporation, whose address is P. O. Box 2725, Coeur d'Alene, Idaho 83816, hereinafter referred to as "LESSEE",

RECITALS

1. Lessor is the sole owner of the Premises described below, and desires to Lease the Premises to a suitable Lessee for civic purposes.
2. Lessee desires to Lease the Premises for the purpose of operating a human rights education center, to include office, meeting, classroom, exhibition and other uses, and such other uses as will generally advance the purposes of the Lessee.
3. The parties desire to enter a Lease agreement defining their rights, duties, and liabilities relating to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Lessor leases the building and land which has the physical address of 414 1/2 W Mullan Avenue in the City of Coeur d'Alene, County of Kootenai, State of Idaho, and more particularly described as follows:

That certain substation building situated in the E. 1/2 SE 1/4 of Section 14, Township 50 N. Range 4 W. B.M., Kootenai County, Idaho, as shown outlined in Exhibit "A," attached hereto and incorporated herein.

SECTION TWO TERM AND RENT

A. Term. Lessor demises the above Premises for an Initial Term of twenty-four (24) months, commencing July 1, 2003, and terminating June 30, 2005, or sooner as provided herein, at the total rental hereafter provided.

i. Early Termination. Lessee may at any time during the Initial Term of this Lease, upon not less than Thirty (30) days written notice to Lessor, terminate this Lease if for any reason Lessee determines in its sole discretion that renovation of the Premises is not practicable or in the event a Plan of Renovation is not approved by the Lessor.

B. Rent.

i. Initial Term. During the Initial Term of the Lease, rent shall consist of and be limited to the payment of all utilities and premises liability & and physical damage insurance for the premises provided that such rent shall not commence until the earlier of December 1, 2003 or Lessee's actual occupation of the Premises by Lessee. The term "actual occupation" for the purposes of this Lease shall mean Lessee's occupation for the purpose of conducting its business and shall not include occupation only for the purpose of making renovations to the Premises. The parties acknowledge that Lessee intends to complete certain repairs to the Premises prior to occupying the same and that utilities and insurance payments during the renovation shall be eligible toward rental credit, thereafter it shall not qualify.

ii. Rent for Renewal Terms. Commencing with the beginning of the first Renewal Term, (i.e. the 25th month following commencement of the Lease), the rent shall consist of the payment of the utilities and insurance as required in ¶B.i., above, together with the following rent in the sum of TWELVE THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100'S DOLLARS (\$12,144.00) per year [\$1012.00/month] for each year of the Lease Term as renewed from time to time. The Rent under this ¶B.ii shall be payable at the option of Lessee either monthly, quarterly or annually. Provided however that

so long as made pursuant to a the Plan of Renovation and for each year of the Lease Term, Lessee may defer payment of any rent due for that year other than utilities and insurance, to the earlier of completion of Improvements, or any portion thereof, or the next occurring anniversary date of this Lease, it being the intent of the parties that Lessee shall receive full credit for the value of Improvements made as provided in the following paragraph. For this reason, it is agreed that Rent need not be paid in advance.

iii. **Credit for Premises Improvements.** The parties understand and agree that it is anticipated that the Lessee will, pursuant to a Plan of Renovation, make certain improvements and repairs to the Premises, and that Lessee shall be entitled to a credit as against the rent as provided in ¶B.ii. above for the reasonable value of such improvements and/or repairs (hereafter "Improvements"). The parties agree that in order for such improvements to constitute a credit as against the rent, they shall be made pursuant to and in substantial conformance with a Plan of Renovation, which Plan shall require the approval of Lessor, which approval shall not be unreasonably withheld. For purposes of this paragraph, the term "value" shall be deemed to include in-kind contributions of labor, services (which shall not include legal, accounting, and/or ordinary business operating services) and/or materials. Lessee shall provide to Lessor not less than annually on the anniversary date of this Lease, an accounting of the value of Improvements claimed by Lessee as a Credit under this ¶B.iii. Disputes shall be handled according to the Arbitration Section of this agreement. Lessee shall be entitled to carry-over any excess of the value of Improvements rendered in any year to any subsequent year. Under no circumstance shall Lessor be required to reimburse the Lessee for improvements rendered, unless Lessor provides written approval of reimbursement.

SECTION THREE OPTION TO RENEW

First Extension Term. Providing Lessee is in all respects in compliance with the lease terms, Lessee may notify Lessor in writing no later than two (2) months prior to the end of the Initial Term of this lease of Lessee's desire to extend and renew the terms of this lease agreement for an additional five (5) years, (i.e., through June 30, 2010). The rental rate and other provisions of this Lease shall apply to such lease extension.

Successive Extension Terms. Also providing Lessee is in all respects in compliance with the lease terms, Lessee may notify Lessor in writing no later than two (2) months prior to the end of any extended term of this lease of Lessee's desire to extend and renew the terms of this lease agreement for up to four (4) successive extended terms of five (5) years each, (i.e., through June 30 of the years 2015, 2020, 2025 & 2030). The rental rate and other provisions of this Lease shall apply to any such lease extensions.

SECTION FOUR ADDITIONAL RENT

This Lease is intended to be a "triple net lease" and any taxes, insurance, utilities, charges, costs, and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and, in the event of nonpayment, Lessor shall have all the rights and remedies as herein provided for failure to pay rent.

SECTION FIVE ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

As provided above, alterations, additions and improvements ("Improvements") may be made to the Premises only pursuant to the Plan of Renovation. Any renovation shall be in compliance with City

codes, National Register of Historic Places requirements, Idaho Department of Parks requirements, and other application regulatory agency or statutory requirement, including Americans with Disabilities Requirements. The City will not unreasonably withhold approval to renovation plans, provided substantial compliance with the foregoing is attained. Subject to the limitations that no substantial portion of the building on the demised Premises shall be demolished or removed by Lessee without the prior written consent of Lessor, Lessee may at any time during the Lease term, subject to the conditions set forth below and at own expense, make any Improvements in and to the demised Premises and the building. All Improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the Premises, or change the purposes for which the building, or any part thereof, may be used.

b. Conditions with respect to improvements are as follows:

1. All work shall be done in a workmanlike manner and in accordance with requirements of local regulation;
2. The plans and specifications for any alterations estimated to cost One Thousand and no/100 Dollars (\$1,000.00) or more, shall be submitted to Lessor for its written approval prior to commencing work; and,
3. Lessee shall not permit or cause the filing of any liens or encumbrances, consensual or otherwise as the result of or in connection with such improvement.

c. All alterations, additions, and Improvements on or in the demised Premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee, which are not credited toward rent, shall be and remain the property of Lessee. Any specialized exhibit lighting, electronic wiring and other fixtures may be removed upon termination of the lease, if not previously credited toward rent, provided Lessee shall replace such lighting and fixtures with such lighting and fixtures substantially similar to those existing at the commencement of this Lease, and further provided that the same may be removed and replaced without material damage to the Premises.

SECTION SIX MAINTENANCE & REPAIRS

Lessee shall, at all times during the Lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions and alterations thereto, including without limiting the generality of the foregoing, all foundations, roofs, exterior walls and structure, glass, sidewalks, walkways, fences, signage and parking lots, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised Premises. Lessee shall be responsible for providing adequate lighting and signage in the parking area. Lessor shall be responsible for the prompt removal of snow and ice on the Premises, and landscape/grounds maintenance. Lessee shall exercise reasonable care to maintain safe conditions upon the Premises at all times. Lessee shall permit no lien or liens whatsoever to become attached to the Premises during the lease term.

SECTION SEVEN TAXES

a. The parties understand and agree that the Premises, as City property, are not currently subject to the payment of ad valorem taxes. To the extent the execution of this Lease Agreement may cause the Premises to be subject to such taxation, it is the intent of the parties that the uses permitted by this Lease are charitable and civic, thereby qualifying the use as exempt from taxation. Lessor agrees to cooperate with Lessee in making such application for exemption and agrees to refrain from any objection to such tax status. However, to the extent it may be determined that ad valorem taxes are due on the Premises, Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, local improvement district (LID), business improvement district (BID) or other assessments levied for payment now or hereafter and payable during the term of the lease, license, excise or transfer fees, or other governmental charges that shall or may during the Lease term be imposed on Lessee, whether or not the same arise in connection with the use of, the demised Premises

or any part thereof. It is the intention of the parties that the lease granted herein is a net lease and Lessor shall receive the Rent provided above, free from all taxes that are made payable by Lessee. For the purposes of the first and last year of the term of the Lease, taxes shall be pro-rated. Any taxes paid by Lessee pursuant to this paragraph whether or not for Improvements to the Premises, shall not constitute a credit toward Lessee's rental obligations hereunder.

b. Lessee shall, during the term of this Lease, be required to maintain its status as a tax exempt organization under the Internal Revenue Code.

SECTION EIGHT UTILITIES

All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including without limitation those for sewer, water, gas, electricity, cable, and telephone services.

SECTION NINE INSURANCE

a. During the term of the Lease and for any further time that Lessee shall hold the demised Premises, Lessee shall obtain and maintain at Lessee's sole expense the following types and amounts of insurance:

(1) *Fire insurance.* Lessee shall keep all buildings, improvements, and equipment on the demised Premises, including all alterations, additions, and improvements, insured against loss or damage by fire, the elements, (including damage from ice and snow) with all standard extended coverages in an amount not less than the full insurable value of the building. At such time as substantial improvements are made to the building the Lessor shall seek an option to add the building to Lessor's policy, at which time Lessee shall reimburse Lessor for the insurance cost.

(2) *Personal injury and property damage insurance.* Insurance against liability for death or bodily injury, with a minimum amount of \$1,000,000.00 for death or injury to one or more persons occurring in a single incident, and property damages with a minimum amount of \$500,000.00.

or such other limits as to which the parties may from time to time agree.

b. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear and naming Lessor as an *additional insured*. In the case of insurance against damage to the demised Premises by fire or other casualty, said policy shall provide that the proceeds of any such loss, if any, shall be payable at the option of Lessor, to Lessor. Any rent insurance and use and occupancy insurance (business interruption) carried at the option of Lessee may be carried in favor of Lessee, but the proceeds are hereby assigned to Lessor to be held as security for the payment of the Rent and any Additional Rent hereunder until restoration of the Premises. All insurance shall be written with responsible companies licensed to write insurance in the State of Idaho and maintaining during the policy term a "General Policyholders Rating" of at least A. Lessee shall not do or permit to be done anything, which shall invalidate the insurance policies required herein. True and correct copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require not less than sixty (60) days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor. Lessee shall at least thirty (30) days prior to the expiration of such policies furnish to Lessor evidence of renewal or insurance binders evidencing renewal thereof, or Lessor may but shall not be required to order such insurance (from such insurer as Lessor may choose) and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand.

c. Lessor may at any time require Lessee to increase or otherwise modify the limits of coverage as reasonably necessary to insure the full market value of the Premises, or one hundred

percent (100%) of the replacement value, whichever is greater.

d. Exemption of Lessor from Liability. Except in the case of Lessor's sole negligence, Lessor shall not be liable for injury (including consequential damages) or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions existing or arising upon the Premises, including contaminated soil or asbestos, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is acceptable or not.

SECTION TEN USE OF PREMISES/UNLAWFUL OR DANGEROUS ACTIVITY/COVENANT TO OPERATE

Permitted Use.

(a) Lessee shall use and occupy the Premises only for a private, non-profit human rights education center, including offices, classrooms, meeting rooms, exhibition hall, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in the manner that is unlawful, creates waste of or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises or neighboring Premises or properties.

Lessee shall neither use nor occupy the demised Premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its activities in a manner constituting a nuisance of any kind. Lessee shall immediately, on direction of any unlawful, disreputable, or ultra hazardous use, take action to halt such activity. Lessee shall not use the Premises for any purpose, which would violate any covenants or restriction under which Lessor has received title to the Premises.

Lessee hereby covenants to use the Premises for the purpose specified in this lease and to so operate the Premises continuously throughout the term of this Lease and to conduct and operate its activities as has been the custom of Lessee, except when precluded by damage destruction, acts of God, strikes, or other similar matters beyond the control of Lessee.

Hazardous Substances. Lessee represents and warrant to the Lessor that any Hazardous Substances located on the leased Premises during the term of this Lease will be stored and handled in accordance with applicable laws and that no Hazardous Substances will be disposed of on the leased Premises. Lessee also represents and warrants that all Hazardous Substances sold or used by Lessee or its agents or employees in connection with Lessee's activities, such as cleaning solvents, petroleum products, paint and the like, shall be sold, used and stored only in accordance with manufacturer's recommendations, applicable laws and regulations. If Lessee breaches the obligations contained in this section, or if the presence of Hazardous Substances on the leased Premises caused or permitted by the Lessee results in contamination of the leased Premises, or if contamination of the leased Premises by Hazardous Substances otherwise occurs for which Tenant is legally liable to Lessor for damage resulting there from, then Lessee shall indemnify, defend, save and hold harmless the Lessor from and all claims, judgments, damages penalties, fines, costs, liabilities or losses, (including, without limitation, diminution in value of the leased Premises, damages for the loss or restriction on use of rentable or usable space or any amenity of the leased Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Substance present in the soil or ground water on or under the leased Premises. Without limiting the foregoing, if the presence of any Hazardous Substance on the leased Premises caused or permitted by Lessee results in any contamination of the leased Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the leased

Premises to the condition existing prior to the introduction of any such Hazardous Substance to the lease Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the leased Premises. This agreement shall survive the termination of this Lease for any reason. The term "Hazardous Substance" as used shall be interpreted broadly to mean any substance, waste or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but not be limited to, any other substance, including but not limited to asbestos and petroleum products, which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through water supply, food chains or otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities.

In the event of any violation of law by the Lessee in regard to Hazardous Substance, the Lessor, in addition to all other remedies provided herein, shall have the right (but shall not be obligated) to cure the violation and all costs and expenses, including interest, associated with such cure (including attorneys' fees) shall be payable by the Lessee to the Lessor as Additional Rent, and will be paid by the Lessee within ten (10) days of written demand by the Lessor. Furthermore, in the event of a release of Hazardous Substance from or on the leased Premises, the Lessee shall immediately notify the Lessor thereof in writing.

Notwithstanding the foregoing, Lessee shall have the right to close from time to time the operation of the Premises for such reasonable period of time as may, in the judgment of the Lessee, be required to make repairs, alterations and remodeling or to complete remediation work required herein; however, the Rent payable herein shall not abate.

SECTION ELEVEN INDEMNITY

Lessee shall indemnify, save and hold harmless Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised Premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised Premises or equipment, material, or alterations of buildings or improvements thereon.

SECTION TWELVE DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by Lessee:

- (1) If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- (2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ten (10) days after the institution or appointment.
- (3) If Lessee shall fail to pay Lessor any Rent or Additional Rent when the Rent shall become due and shall not make the payment with Thirty (30) days after the same shall become due.
- (4) If Lessee shall fail to perform or comply with any of the conditions of this Lease other than the payment of Rent or Additional Rent, and if the nonperformance shall continue for a period of Sixty (60) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the Sixty (60) day period, Lessee shall not in good faith have commenced performance within the Sixty (60) day period and shall not have diligently proceeded to completion of performance.
- (5) If Lessee shall vacate or abandon the demises Premises for a period of longer than thirty (30) days, unless consent for the same shall have been obtained from Lessor. Consent shall be deemed given for closure of Lessee's activities during the last Sixty (60) days of the Lease term for purposes of removing Lessee's contents and for conducting any repairs required herein.
- (6) If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- (7) If Lessee shall allow or engage in such conduct as would result in the suspension or revocation of their tax-exempt status under the Internal Revenue Services.
- (8) The material breach by Lessee of any of the material terms of this Lease or other obligations of Lessee to Lessor.

SECTION THIRTEEN EFFECT OF DEFAULT

In the event of any default hereunder, the rights of Lessor shall be as follows:

- (1) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than Thirty (30) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- (2) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- (3) Lessor may re-enter the Premises immediately and remove the property of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the Lease on giving Thirty (30) days written notice of termination to Lessor. Without the notice, re-entry will not terminate the Lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises, and the worth of the balance of this Lease over the reasonable rental value of the Premises for

the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

(4) After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, as the Rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

(a) In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all reasonable expenses of the reletting, for the alterations and repairs made, and for the difference between the Rent received by Lessor under the new Lease agreement and the Rent installments that are due for the same period under this Lease.

(b) Lessor shall apply the Rent received from reletting the Premises in the following order: first, to reduce the indebtedness of Lessee to Lessor under the Lease, not including indebtedness for Rent; second, to expenses of the reletting and alterations and repairs made; third, to Rent due under this Lease, and forth, to payment of future Rent under this Lease as it becomes due.

(5) The rights herein shall be cumulative and shall be in addition to all other rights and remedies afforded under the law.

SECTION FOURTEEN DAMAGE TO PREMISES

In the event of a partial destruction of the Premises during the term from any cause, Lessor shall forthwith repair the same, provided Lessee is in compliance with the terms of this Lease and any other obligations to Lessor, provided sufficient insurance proceeds are available to Lessor to enable the repairs, and provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this Lease continuing in full force and effect. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, those repairs cannot be made under the laws and regulations of the applicable governmental authorities or sufficient insurance proceeds are not available, this Lease may be terminated at the option of the Lessor provided that Lessor shall thereupon release to Lessee that portion of the insurance proceeds that equals the amount of rent credit to which at the time of such destruction Lessee was entitled.

SECTION FIFTEEN ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit Lessor or its agents to enter the demised Premises at all reasonable hours to inspect the Premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Lease. At any time within one year prior to expiration of the term, Lessor may show the Premises to persons wishing to rent all or any part of the Premises. Lessor may prior to expiration of the term, permit the listing and advertising of the Premises for sale or lease, provided that "For Rent" or "For Lease" shall not be placed upon the Premises earlier than ninety (90) days prior to the end of the lease term, unless Lessee shall prior to that time have ceased the operation of any business permitted by this Lease and in either case such signs may be posted on the Premises and Lessee agrees to allow such signs to remain thereon without hindrance or interference.

**SECTION SIXTEEN
AMERICANS WITH DISABILITIES ACT (ADA)**

Lessee is aware that a tenant of real property may be subject to the provisions of the federal Americans With Disabilities Act (ADA), codified at 42 USC 12101 et seq. Lessee shall be responsible for any modifications to the Premises required for compliance with the Act.

**SECTION SEVENTEEN
QUIET ENJOYMENT**

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised Premises free from any eviction or interference by Lessor if Lessee pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee. During the Term of this Lease, Lessee's leasehold interest in the Premises shall not be deemed a City of Coeur d'Alene owned or operated facility for purposes of the application of any statute, ordinance or regulation otherwise governing the use of City property.

**SECTION EIGHTEEN
INDEMNIFICATION OF LESSOR**

Lessee shall be in exclusive control and possession of the demised Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises or for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised Premises are made to insure that Lessee is in compliance with the terms and conditions hereof and to make repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the Premises for inspection purposes.

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or any occupant, tenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Except in the case of Lessor's negligence or breach, Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on or about the Premises, from any cause arising at any time.

**SECTION NINETEEN
REPRESENTATIONS BY LESSOR**

At the commencement of the term Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties express or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this Lease.

**SECTION TWENTY
WAIVERS**

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

**SECTION TWENTY-ONE
NOTICE**

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the following addresses or at such other address as either party may from time to time designate in writing:

To the Lessor at:	City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814-3958
To the Lessee at:	Human Rights Education Institute, Inc. P. O. Box 2725 Coeur d'Alene, Idaho 83816

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**SECTION TWENTY-TWO
ASSIGNMENT, MORTGAGE, OR SUBLEASE**

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this Lease or sublet the demised Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. Lessor's consent to such assignment shall not be unreasonably withheld. If this Lease is assigned or transferred, or if all or any part of the demised Premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect Rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the Rent reserved herein, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee and/or mortgagee from obtaining the express written consent of Lessor and/or mortgagee to any future transfer of interest. Regardless of Lessor's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, nor (ii) shall any subletting release Lessee of any obligations hereunder, nor (iii) alter the primary liability of Lessee for the payment of Rent or Additional Rent and other sums due Lessor hereunder or for the performance of any other obligations to be performed by Lessee under this Lease.

Lessor's consent to assignment may be conditioned upon reimbursement to Lessor of Lessor's reasonable cost of processing such assignment, including legal costs, and may also be conditioned upon an increase of the Rent to then market rates, at Lessor's option.

TWENTY-THREE SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised Premises to Lessor free of subtenancies, but including all buildings, additions, any personal property belonging to Lessor, and improvements constructed or placed thereon by Lessee, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised Premises and belonging to Lessee, if not removed at the termination or default, shall become the property of Lessor, without any payment or offset therefore. Lessor may remove such fixtures or property from the demised Premises and store them at the risk and expense of Lessee if Lessor shall so elect. Lessee shall repair and restore all damage to the demised Premises caused by the removal of equipment, trade fixtures, and personal property and shall leave the Premises clean and free of debris and in good operating order and repair. The obligation of Lessee shall include the repair of any damage occasioned by the installation, maintenance or removal of Lessee's trade fixtures, furnishings and/or equipment, and by the removal or remediation of contaminated soil or other conditions upon the property.

SECTION TWENTY-FOUR REMEDIES OF LESSOR

a. In the event of a breach by Lessee of any of the terms or conditions hereof, Lessor shall have the right to injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

b. The rights and remedies given to Lessor in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others herein, by law, or by equity provided.

c. In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if Lessor shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

d. No receipt of money by Lessor from Lessee after default or cancellation of this Lease in any lawful manner shall (1) reinstate, continue, or extend the term or affect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of Rent and Additional Rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised Premises by proper suit, action, proceedings, or other remedy. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised Premises, Lessor may demand, receive, and collect any monies due without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised Premises or at the election of Lessor, on account of the liability of Lessee hereunder.

SECTION TWENTY-FIVE TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

**SECTION TWENTY-SIX
EFFECT OF LESSEE'S HOLDOVER**

Any holding over after the expiration of the term of this Lease with the consent of Lessor shall be construed to be a tenancy from month to month, at one and one-half times the monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

**SECTION TWENTY-SEVEN
MISCELLANEOUS**

a. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

b. Binding Effect. This Agreement is binding upon the heirs, successors in interest, and assigns of the parties hereto.

c. Section Captions. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

d. Merger and Modification. This Lease supersedes all prior negotiations by and between the parties in connection with the leasing of the Premises and it is expressly agreed that this Agreement is based upon no other representations save and except those expressly set for herein. Further, this Lease may not be amended, altered or modified except in writing signed by all parties hereto.

e. Memorandum of Lease. Lessee may cause a memorandum of this Lease to be recorded with the Kootenai County Recorder.

f. Arbitration. Any dispute between Lessor and Lessee relative to the provisions of this Lease shall be subject to arbitration. Each party shall select a representative and the two representatives so selected shall select a third party between them, the controversy being heard by the said panel of representatives being final and binding on both Lessor and Lessee, who shall bear the cost of the arbitration equally between them.

g. Attorney Fees. If any arbitration or litigation be commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.

h. Drafting. The parties therefore acknowledge and confirm that each of the other's respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

**SECTION TWENTY-EIGHT
TIME OF THE ESSENCE**

Time is of the essence in all provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto do execute the above Lease on the day and year hereinafter indicated.

LESSOR:
City of Coeur d'Alene

By: Sandi Bloem
Sandi Bloem, Mayor

Attest: Susan K. Weathers
Susan K. Weathers

LESSEE:
Human Rights Education Institute, Inc.

By: D. Tony Stewart
D. Tony Stewart, President

Attest: Lucy Lepinski
Lucy Lepinski, Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of October, in the year of 2003, before me, a Notary Public in and for the State of Idaho, personally appeared Sandi Bloem and Susan K. Weathers, known or identified to me, to be the Mayor and Clerk, respectively of the City of Coeur d'Alene, an Idaho municipal corporation and who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation executed the same.

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

NOTARY
STATE OF IDAHO)
) ss.
County of Kootenai)

Notary Public in and for the State of Idaho
Residing at: Post Falls
My appointment expires: 12-6-03

On this 11 day of September, 2003, before me, a Notary Public in and for the State of Idaho, personally appeared D. Tony Stewart and Lucy Lepinski, known or identified to me, to be the President and Secretary, of the Human Rights Education Institute, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY
PUBLIC
STATE OF IDAHO
L. GISSEL

Norman L. Gisell
Notary Public for Idaho
Residing at: Post Falls
My appointment expires: 5-18-04

An aerial photograph showing a street intersection. A large rectangular area, outlined with a dashed line, represents a specific property. Within this area, a building is visible. The text 'MULLAN AVENUE' is printed across the top of the image, and '414 1/2' is printed near the center of the highlighted property. A north arrow is located in the upper right corner of the photograph.

MULLAN AVENUE

414 1/2

EXHIBIT "A"
RESOLUTION NO. 03-67

Cash Receipts

Display Receipts

User: kebner

Printed: 7/7/2025 11:27:07 AM



CITY OF COEUR D'ALENE
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208 769-2300

Committed	Void	Receipt No	Batch	Receipt Date	Customer No	First Name	Last Name	Amount
True	False	1457142	00322.01.2018	1/22/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$93.48
True	False	1480453	00328.02.2018	2/28/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.03
True	False	1496054	00315.03.2018	3/15/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.06
True	True	1516721	00316.04.2018	4/16/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$71.34
True	False	1517140	00316.04.2018	4/16/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$71.34
True	False	1538849	00318.05.2018	5/18/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$79.45
True	False	1559134	00322.06.2018	6/22/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$69.12
True	False	1578287	00318.07.2018	7/18/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.51
True	False	1594680	00313.08.2018	8/13/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$74.31
True	False	1622211	00327.09.2018	9/27/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.51
True	False	1643707	00330.10.2018	10/30/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$89.88
True	False	1675390	00313.12.2018	12/13/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$89.88
True	False	1680536	00326.12.2018	12/26/2018	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$72.32
True	False	1699237	00324.01.2019	1/24/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$69.12
True	False	1719324	00326.02.2019	2/26/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$63.93
True	False	1750819	00310.04.2019	4/10/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$69.12
True	False	1774775	00320.05.2019	5/20/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$72.32
True	False	1776685	00328.05.2019	5/28/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$70.41
True	False	1812296	00317.07.2019	7/17/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.70
True	False	1835830	00328.08.2019	8/28/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$70.50
True	False	1855193	00325.09.2019	9/25/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$160.70
True	False	1895452	00327.11.2019	11/27/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$215.00
True	False	1914186	00326.12.2019	12/26/2019	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$105.97
True	False	1938908	00304.02.2020	2/4/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.70
True	False	1956586	00302.03.2020	3/2/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$151.90
True	False	2012531	00328.05.2020	5/28/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$153.99
True	False	2030470	00317.06.2020	6/17/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$74.30
True	False	2045151	00414.07.2020	7/14/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$65.46
True	False	2096935	00325.09.2020	9/25/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$91.82
True	False	2096940	00325.09.2020	9/25/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$186.48
True	False	2127711	00309.11.2020	11/9/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$32.84
True	True	2128203	00309.11.2020	11/9/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$32.84
True	False	2137459	00323.11.2020	11/23/2020	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$97.66

Committed	Void	Receipt No	Batch	Receipt Date	Customer No	First Name	Last Name	Amount
True	False	2161810	00304.01.2021	1/4/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$64.66
True	True	2162126	00304.01.2021	1/4/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$64.66
True	False	2178134	00322.01.2021	1/22/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
True	False	2200349	00301.03.2021	3/1/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$74.30
True	True	2213675	00315.03.2021	3/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
True	True	2214472	00315.03.2021	3/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
True	False	2214654	00315.03.2021	3/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$77.14
True	False	2236790	00319.04.2021	4/19/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$71.30
True	False	2260785	00301.06.2021	6/1/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$88.68
True	False	2273037	00314.06.2021	6/14/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$161.98
True	True	2273541	00314.06.2021	6/14/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$161.98
True	False	2314557	00316.08.2021	8/16/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$67.11
True	False	2350725	00312.10.2021	10/12/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$85.68
True	False	2367748	00308.11.2021	11/8/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$98.06
True	False	2376427	00322.11.2021	11/22/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$107.25
True	False	2392159	00315.12.2021	12/15/2021	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$91.87
True	False	2405538	00310.01.2022	1/10/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$85.68
True	False	2431363	00315.02.2022	2/15/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.30
True	False	2450688	00317.03.2022	3/17/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$73.30
True	False	2487973	00316.05.2022	5/16/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$67.11
True	False	2515128	00506.07.2022	7/6/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$114.25
True	False	2525670	00318.07.2022	7/18/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$156.33
True	False	2556324	00508.09.2022	9/8/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$192.05
True	False	2606558	00528.11.2022	11/28/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$249.70
True	False	2623139	00521.12.2022	12/21/2022	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$94.70
True	False	2680442	00527.03.2023	3/27/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$137.85
True	False	2697908	00321.04.2023	4/21/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$86.07
True	False	2717486	00325.05.2023	5/25/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$84.25
True	False	2742725	00506.07.2023	7/6/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$252.12
True	False	2758229	00301.08.2023	8/1/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$252.12
True	False	2786380	00313.09.2023	9/13/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$112.46
True	False	2804835	00310.10.2023	10/10/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$117.05
True	False	2850677	00527.12.2023	12/27/2023	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$116.00
True	False	2885640	00523.02.2024	2/23/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$241.89
True	False	2925934	00330.04.2024	4/30/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$164.82
True	False	2945685	00902.06.2024	6/3/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$174.90
True	False	2973407	00310.07.2024	7/10/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$113.40
True	False	2985211	00903.08.2024	8/5/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$322.16
True	False	3040514	00924.10.2024	10/24/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$194.53
True	False	3059379	00320.11.2024	11/20/2024	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$56.68
True	False	3112704	00912.02.2025	2/12/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$118.13
True	False	3138057	00927.03.2025	3/27/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$213.63
True	False	3157366	00925.04.2025	4/25/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$98.76

Committed	Void	Receipt No	Batch	Receipt Date	Customer No	First Name	Last Name	Amount
True	False	3177258	00928.05.2025	5/28/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$123.65
True	False	3197260	00926.06.2025	6/26/2025	006102		HUMAN RIGHTS EDUC. INSTITUTE	\$277.95

Cash Receipts

Display Receipts

User: kebner
Printed: 7/7/2025 11:25:05 AM



CITY OF COEUR D'ALENE
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208 769-2300

Committed	Void	Receipt No	Batch	Receipt Date	Customer No	First Name	Last Name	Amount
True	False	3098248	00223.01.2025	1/23/2025	102389		HUMAN RIGHTS EDUCATIONAL INS	\$10,000.00

RESOLUTION NO. 25-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING LEASE AGREEMENT FOR A BUILDING LOCATED AT 414 W. FORT GROUNDS DRIVE, COEUR D'ALENE, IDAHO, WITH THE HUMAN RIGHTS EDUCATION INSTITUTE, INC.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Lease Agreement with the Human Rights Education Institute, Inc., (HREI), a copy of which Lease Agreement is attached hereto marked 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 a Lease Agreement with HREI, a copy of which Lease Agreement is attached hereto marked Exhibit "A" and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Lease Agreement as necessary to effect the lease of said building 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 Lease Agreement on behalf of the City.

DATED this 15th day of July, 2025 .

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

was absent. Motion .

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 16 day of June, 2025, by and between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho, hereinafter referred to as the "City," and The Human Rights Education Institute, Inc., a non-profit corporation organized and existing under the laws of the state of Idaho, whose address is P.O. Box 3281, Coeur d'Alene, Idaho, hereinafter referred to as "HREI."

RECITALS

1. The City is the sole owner of the land and building located at 414 W. Fort Grounds Dr., Coeur d'Alene, Idaho, hereinafter referred to as the "Premises; and

2. HREI desires to lease the Premises for the purpose of operating a human rights education center, to include office space, meetings, classrooms, exhibitions, and other similar uses as will generally advance the purposes of HREI; and

NOW, THEREFORE,

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

A. Premises. This Lease Agreement, hereinafter referred to as the "Agreement," concerns the building and land which has the physical address of 414 W. Fort Grounds Dr., Coeur d'Alene, County of Kootenai, State of Idaho, and more particularly described as follows:

That certain substation building situated in the E ½ SE ¼ of Section 14, Township 50 N, Range 4 W, B.M., Kootenai County, Idaho, as shown outlined in Exhibit "A," attached hereto and incorporated herein.

B. Permitted Use. HREI shall use and occupy the Premises only for a private, non-profit human rights education center for the purpose of conducting research, holding conferences, and providing education, and for any other legal use which is reasonably comparable thereto, and for no other purpose. HREI shall not use or permit the use of the Premises in a manner that is unlawful, creates waste or a nuisance, or that disturbs owners and/or occupants of neighboring properties, or that causes damage to the Premises. HREI shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose. HREI shall not use the Premises for any purpose which would violate any covenant or restriction pursuant to which the City has received possession of the Premises.

C. Political Activities Prohibited. HREI shall not use the Premises, and shall not allow third parties to use the Premises, for partisan political activities. The term "partisan political activity" means an action taken for the purpose of influencing an agency or official of the

government, or the political processes, decisions, and public policies of the government in a way that evinces support for a particular party, faction, cause, or person. Such activities can range from campaigning to lobbying and advocacy, voter transportation, voter registration, voter education, circulation of campaign petitions or literature, solicitation of funds for any political purpose, and advocacy for or against ballot measures or for or against the candidacy of any person for public office. Permissible activities may include non-partisan constituent education, non-partisan voter registration, and non-partisan elector transportation efforts.

In addition, HREI shall not use the Premises, and shall not allow third parties to use the Premises, for the purpose of influencing, or attempting to influence, any governmental decision or election in any manner, whatsoever. The term “influencing or attempting to influence” shall mean the making, with the intent to influence, of any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any member of the electorate, regarding any ballot measure or candidate election. This shall not prevent HREI from conducting education programs and training events that clearly align with HREI’s fundamental mission statement which do not directly address pending ballot measures or declared candidates in a prospective election.

SECTION TWO TERM AND RENT

A. Term. The City leases the Premises to HREI for an initial term of three (3) years, commencing on October 1, 2025; PROVIDED, should funding for any services required of the City hereunder be unavailable in any fiscal year, due to lack of appropriation by City Council, this Agreement shall terminate, without notice, at the end of the then current fiscal year.

B. Renewals. This Agreement shall renew automatically for one additional three (3) year term; PROVIDED, should funding for any services required of the City hereunder be unavailable in any fiscal year, due to lack of appropriation by City Council, this Agreement shall terminate, without notice, at the end of the then current fiscal year.

C. Rent. HREI shall pay only utilities (including, but not limited to, sewer, water, gas, electricity, cable, and telephone) for the first twelve (12) months of the initial term of this Agreement. For the remainder of the initial term, HREI shall pay rent in the amount of five hundred and no/100 dollars (\$500.00) per month. For the renewal term, HREI shall pay rent in the amount of one thousand and no/100 dollars (\$1,000.00) per month.

D. Maintenance. The City is responsible for all general maintenance of the Premises, which maintenance shall consist of the repair and replacement, in a good, safe, and substantial condition, of all buildings and any improvements on the Premises, and additions and alterations thereto, including but not limited to, foundations, roofs, exterior and interior walls and structures, glass, sidewalks, walkways, patios, fences, signage required by federal, state, or local laws, the electrical system, plumbing, lighting, alarm and surveillance equipment installed by or at the direction of the City, exterior lighting installed by or at the behest of the City, and parking lots. Whether any maintenance of the Premises is to be performed, and the extent thereof, shall be within the sole discretion of the City. Nothing herein shall require the City to perform any

maintenance which it determines to be unnecessary, ineffectual, or unduly costly. HREI shall be responsible for normal cleaning of the Premises, including removal of trash and debris, replacement of expendables such as light bulbs (indoor and outdoor, except for lights in the parking lot), filters, fire extinguishers, etc., and maintenance of other signage, equipment, and fixtures installed by or at the request of HREI.

E. Parking. The City shall receive all revenue from City parking lots. However, HREI may contact Diamond Parking regarding parking passes for the adjacent parking lot as Diamond Parking manages that lot. The City Clerk may, upon a request made at least thirty (30) days before an event, authorize HREI to conduct an event in the parking lot adjacent to the Premises. The request must include: 1. A detailed schedule of events; 2. Accurate information regarding the historical audience attendance which has previously been attracted to the event; 3. All required public health permits; 4. An executed hold harmless agreement in a form approved by the City Attorney's Office; and 5. The fee established by resolution of the City Council unless waived by the City Administrator.

F. Utilities. HREI shall be responsible for all sewer, water, gas, electricity, cable, and telephone charges applicable to the Premises throughout the term of this Agreement.

SECTION THREE TERMINATION

A. Termination for Cause. If, through any cause within HREI's reasonable control, HREI is in default on any of its obligations under this Agreement, or if HREI breaches any of the terms or conditions of this Agreement, the City may terminate the Agreement. Prior to terminating the Agreement, the City shall give written notice to HREI detailing the default and/or breach, and allow HREI ten (10) days to remedy the default and/or breach. If HREI fails to remedy the default or breach within the ten (10) days, the City may terminate the Agreement by providing written notice of the termination at least five (5) days before the effective date of such termination. HREI shall surrender the Premises to the City on the date and at the time specified in the notice pursuant to Section Seven of this Agreement.

B. Events of Default. An event of default which will support a termination for cause shall occur:

1. If HREI files a petition in bankruptcy or for reorganization under the bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors, or becomes insolvent.

2. If involuntary proceedings under any bankruptcy law or insolvency act is instituted against HREI, or if a receiver or trustee is appointed of all or substantially all of the property of HREI, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

3. If HREI is delinquent in the payment of utilities fees or bills, or rent when due, which delinquency shall continue for thirty (30) days.
4. If HREI vacates or abandons the Premises for a period of longer than thirty (30) days, unless consent for the same shall have been obtained from the City.
5. If the lease, or the estate of HREI under the Agreement, is transferred to, passes to, or devolves on any other person or party, except in the manner permitted herein.
6. If HREI allows or engages in such conduct as would result in the suspension or revocation of its tax-exempt status under the Internal Revenue Services.
7. If HREI breaches any of the material terms of this Agreement or other obligations of HREI to the City.
8. If HREI allows or engages in such conduct that would result in any violation of the terms under which the City obtained the Premises.
9. If HREI fails to maintain insurance as required by this Agreement.

C. Termination for the Convenience of the City. The City may terminate this Agreement in the event construction will occur on the Premises by giving six (6) months' written notice to HREI of such termination and specifying the effective date of such termination.

D. Termination by HREI. If, through any cause within the City's reasonable control, the City is in default on any of its obligations under this Agreement, HREI may terminate the Agreement. Prior to terminating the Agreement, HREI shall give written notice to the City detailing the default and allow the City ten (10) days to remedy the default. If the City fails to remedy the default or breach within the ten (10) days, HREI may terminate the Agreement by providing written notice of the termination at least five (5) days before the effective date of such termination. HREI shall surrender the Premises to the City on the date and at the time specified in the notice pursuant to Section Seven of this Agreement. In addition, if the City determines not to perform maintenance as provided in Section Two, paragraph D, hereof, and, as a result, the Premises are not reasonably habitable, HREI may terminate this Agreement and surrender the Premises to the City as provided in Section Seven.

SECTION FOUR OTHER TERMS AND CONDITIONS

A. Alterations, Additions, Demolition, and Improvements. Alterations, additions, demolition (in whole or in part), and improvements may be made to the Premises only with the written consent of the City. Any alternation, addition, demolition (in whole or in part), or improvement shall be in compliance with applicable requirements of State and City laws, National Register of Historic Places, Idaho Department of Parks, and all other applicable agency regulations, including those implementing the Americans with Disabilities Act.

1. All alterations, additions, and improvements on or in the Premises shall become part of the Premises and the sole property of the City, except that all moveable trade fixtures installed by HREI shall be and remain the property of HREI.

2. HREI shall be granted a credit against rent for any additions or improvements to the Premises paid for by HREI, through grants, donations, or otherwise, and approved by the City which, in the sole opinion of the City, represent a capital improvement to the Premises which is reasonable and necessary, and which will be of benefit to the City.

B. Additional Duties as to the Premises. HREI shall use all reasonable efforts to prevent waste, damage, or injury to the Premises. The City shall be responsible for the prompt removal of snow and ice from the parking lot adjacent to the Premises, and for landscape/grounds maintenance. HREI shall be responsible for the prompt removal of snow and ice from the sidewalks and pedestrian areas serving the Premises, and shall exercise reasonable care to maintain safe conditions upon the Premises at all times. HREI shall permit no lien to become attached to the Premises during the lease term.

C. Taxes. The parties understand and agree that the Premises, as the City's property, is not currently subject to the payment of ad valorem taxes. To the extent the execution of this Agreement may cause the Premises to be subject to such taxation, it is the intent of the parties that the uses permitted by this Agreement are charitable and civic, thereby qualifying the use as exempt from taxation. The City agrees to cooperate with HREI in making an application for a tax exemption and agrees to refrain from making any objection to such tax status. However, to the extent it may be determined that ad valorem taxes are due on the Premises, HREI shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, local improvement district (LID) or business improvement district (BID) assessments, other assessments levied for payment now or hereafter and payable during the term of the Agreement, licenses, excise or transfer fees, and other governmental charges that shall or may during the Agreement term be imposed on HREI, whether or not the same arise in connection with the use of the Premises or any part thereof.

D. Tax Exempt Status. HREI shall, during the term of this Agreement, be required to maintain its status as a tax-exempt organization under the Internal Revenue Code.

E. Insurance. During the term of the Agreement and for any further time that HREI shall hold the Premises, HREI shall obtain and maintain at HREI's sole expense the following types and amounts of insurance:

1. **Fire Insurance.** HREI shall keep all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, insured against loss or damage by fire and other casualties (including ice and snow), with all standard extended coverages, in an amount not less than the full insurable value of the building. In the case of damage to the Premises by fire or other casualty,

said policy shall provide that the proceeds of any such coverage payable for damage to the Premises shall, at the option of the City, be paid to the City.

2. Personal Injury and Property Damage Insurance. Insurance against liability for death or bodily injury, with minimum limits of \$500,000.00 for death or injury to one or more persons occurring in a single incident, and property damages with minimum limits of \$500,000.00.

3. Additional Insurance Requirements. All insurance provided by HREI as required by this section shall be primary and the City's insurance coverage shall be secondary for claims arising out of HREI's acts or failure to act. All insurance shall be written with responsible companies licensed to write insurance in the state of Idaho and maintaining during the policy term a "General Policyholders Rating" of at least "A." HREI shall not do or permit to be done anything which invalidates the insurance policies required herein. True and correct copies of the policies or certificates of insurance shall be delivered by HREI to the City. All policies shall require not less than sixty (60) days' notice by registered mail to the City of any cancellation or change affecting any interest of the City. HREI shall, at least thirty (30) days prior to the expiration of such policies, furnish to the City evidence of renewal or insurance binders evidencing renewal thereof, or the City may, but shall not be required to order, such insurance (from such insurer as the City may choose), charging the cost thereof to HREI, which amount shall be payable by HREI to the City upon demand.

F. Hold Harmless and Indemnity. HREI shall save, hold harmless, and indemnify the City, and its officers, agents, and employees, from and against any and all damages or liability, including costs and expenses, arising out of HREI's acts or failure to act, or the acts or failure to act of HREI's agents, clients, invitees, or guests.

The City shall save, hold harmless, and indemnify HREI, and its officers, agents, and employees, from and against all damages or liability, including costs and expenses, arising out of the City's acts for failure to act, or the acts or failure to act of the City's agents.

G. Exemption from Liability. Except in the case of the City's sole negligence, the City shall not be liable for injury or damage (including consequential damages) to the goods, wares, merchandise, or other property of HREI, or HREI's officers, directors, employees, contractors, invitees, volunteers, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether said injury or damage results from conditions existing or arising upon the Premises, including contaminated soil or asbestos, or from other sources or places.

H. Damage to Premises. In the event of a partial destruction of the Premises during the term of the Agreement from any cause, the City shall forthwith repair the same, provided sufficient insurance proceeds are available to the City to enable the repairs, and provided the

repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. If the repairs cannot be made in the specified time, the City may, at the City's option, make repairs within a reasonable time with this Agreement continuing in full force and effect. In the event that the City does not elect to make repairs, this Agreement may be terminated at the option of the City or HREI.

I. Access to Premises. HREI shall permit the City or its agents to enter the Premises to inspect the Premises and perform maintenance upon reasonable notice. With forty-eight (48) hours' notice, the City may show the Premises to persons wishing to rent all or any part of the Premises following the expiration of this Agreement. The City may, prior to expiration of the term, list and advertise the Premises for sale or lease, provided that "For Rent" or "For Lease" signs shall not be placed upon the Premises earlier than ninety (90) days prior to the end of any term. If the City determines to lease or sell the Premises to a third party, the City shall provide notice to HREI and an opportunity to make a proposal which would allow HREI to remain in the Premises.

J. ADA. HREI is aware that a tenant of real property may be subject to the provisions of the federal Americans With Disabilities Act (ADA), codified at 42 U.S.C. § 12101, et seq. HREI shall be responsible for any modifications to the Premises required by the ADA as the result of its actions, including modification of the Premises or activities. Otherwise, the City shall be responsible for modifications to the Premises required by the ADA; PROVIDED, however, that if modifications to the Premises are required by the ADA not due to the actions of HREI, the City may, in its sole discretion, terminate this Agreement with written notice to HREI six (6) months prior to the termination date.

K. Representations by the City. HREI accepts the buildings, improvements, and equipment in their existing condition and state of repair, and HREI agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City with respect thereto except as contained in the provisions of this Agreement.

L. Non-Waiver. The failure of the City to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the City may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION FIVE NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the following addresses or at such other address as the party may from time-to-time designate in writing:

City of Coeur d'Alene
Attn.: City Clerk
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Human Rights Education Institute, Inc.
P.O. Box 3281
Coeur d'Alene, ID 83816

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION SIX ASSIGNMENT, MORTGAGE, SUBLEASE

HREI shall not assign this Agreement and shall not mortgage, pledge, encumber, or sublet the Premises, in whole or in part, nor shall the Agreement be assigned or transferred by operation of law, without the prior consent in writing of the City. Any assignment or subletting shall not (i) be effective without the express written assumption by the assignee or sublessee of the obligations of HREI under this Agreement, nor (ii) shall any subletting release HREI of any obligations hereunder, nor (iii) alter the primary liability of HREI for the performance of any obligations under this Agreement. The City's consent to assignment may be conditioned upon reimbursement to the City of the City's reasonable cost of processing such assignment, including legal costs, and may also be conditioned upon modification of the rent due under the Agreement, at the City's option.

SECTION SEVEN SURRENDER OF POSSESSION

HREI shall, on the last day of the term, or upon earlier termination of the Agreement, peaceably and quietly surrender and deliver the Premises to the City free of subtenancies, including all buildings, additions, any personal property belonging to the City, and improvements constructed or placed thereon by HREI, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property belonging to HREI, if not removed at termination, shall become the property of the City, without any payment or offset therefor. The City may remove such fixtures or property from the Premises and store them at the risk and expense of HREI if the City shall so elect. HREI shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property, and shall leave the Premises clean and free of debris, and in good operating order and repair. The obligation of HREI shall include the repair of any damage occasioned by the installation, maintenance, or removal of HREI's trade fixtures, furnishings and/or equipment, and by the removal or remediation of contaminated soil or other conditions upon the property.

SECTION EIGHT INTEGRATION AND MERGER

This Agreement contains the entire agreement between the parties and cannot be modified except by a written instrument subsequently executed by the parties hereto. This Agreement, and the terms and conditions hereof, apply to and are binding on the heirs, legal representatives,

successors, and assigns of both parties. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the parties.

SECTION NINE EFFECT OF HOLDOVER

Any holding over after the expiration of the term of this Agreement with the consent of the City shall be construed to be a tenancy from month-to-month, and shall otherwise be subject to the terms and conditions herein specified, so far as applicable. HREI agrees and acknowledges that, in the event of a holdover without the consent of the City, HREI shall be considered a trespasser and shall be subject to eviction at the City's discretion without regard to any other provision of the law.

SECTION TEN MISCELLANEOUS

A. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. Venue. Venue for any action arising under this Agreement shall be in the District Court of the First Judicial District of the state of Idaho, in and for the County of Kootenai.

C. Arbitration. The parties agree to submit all controversies to arbitration prior to filing an action in court. Arbitration shall be commenced by written notice to the other party. Each party shall then select one (1) arbitrator within ten (10) business days of the date of the notice. The two (2) arbitrators thus selected shall agree upon a third arbitrator. If the two (2) arbitrators cannot agree on the third arbitrator, the third arbitrator shall be selected by a judge of the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai. Arbitration shall be conducted pursuant to Chapter 9, Title 7, Idaho Code. An arbitration decision shall not be binding.

D. Binding Effect. This Agreement is binding upon the heirs, successors in interest, and assigns of the parties hereto.

E. Attorney Fees. If any arbitration or litigation is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs pursuant to Idaho Code § 6-918A.

F. Drafting. The parties acknowledge and affirm that each has participated in the drafting, review, and revision of this Agreement, and that it has not been written solely by one party. The parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

IN WITNESS WHEREOF, the parties hereto do execute the above Lease Agreement on the day and year first stated above.

City of Coeur d'Alene

Human Rights Education Institute, Inc.

By _____
Woody McEvers, Mayor

By Whitney Pfeifer 6/16/25
Whitney Pfeifer, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Elliot Liermann 16/06/25
Elliot Liermann (Jun 16, 2025 23:03 PDT)
Elliot Liermann, Secretary

CITY COUNCIL STAFF REPORT

DATE: July 15, 2024
FROM: Randy Adams, City Attorney
SUBJECT: Harbor Center Sublease

DECISION POINT: Should Council consent to a sublease of a portion of Harbor Center to the Coeur d'Alene Tribe?

HISTORY: The University of Idaho has been leasing Harbor Center from the City pursuant to the terms of a Master Lease dated May 13, 2002. The initial term was five years. The Master Lease was amended effective June 1, 2007. The amendment extended the term of the Lease to June 30, 2010. A second amendment, effective July 1, 2009, extended the term of the lease to June 30, 2013. A third amendment, effective July 1, 2013, extended the term of the lease to June 30, 2028. The University has asked the City for its consent to sublease the first floor of the south wing of Harbor Center to the Coeur d'Alene Tribe. This is space used by Lewis Clark State College until June 30, 2025. The Tribe will utilize the space to house Tribal government services to make access more convenient. Tribal staff in the Natural Resources Department is already heavily involved in education and outreach, research, and community support in the Tribe's aboriginal homeland, and this location will make opportunities more readily available into the future. The term of the sublease, if approved, will be August 1, 2025, to June 30, 2028, although the sublease can be terminated earlier if the parties desire.

The Master Lease provides: "Tenant may not assign this Lease or sublet any part of the premises without Landlord's written approval, which approval shall not be withheld unreasonably." *See* Paragraph 9.1. Therefore, consent of Council is required for the sublease.

FINANCIAL ANALYSIS: There will be no financial impact to the City.

PERFORMANCE ANALYSIS: The City has had good working relationships with the Tribe and the University for many years. The City has no use for the space recently vacated by LCSC and, therefore, the sublease will not interfere with City functions and will demonstrate the good will the City has towards the Tribe and the University.

DECISION POINT/RECOMMENDATION: Council should consent to a sublease of a portion of Harbor Center to the Coeur d'Alene Tribe.

RESOLUTION NO. 25-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO A SUBLEASE BY THE UNIVERSITY OF IDAHO FOR A PORTION OF THE HARBOR CENTER FACILITY TO THE COEUR D'ALENE TRIBE.

WHEREAS, it is recommended that the City of Coeur d'Alene consent to a Sublease with the University of Idaho for a portion of the Harbor Center facility to the Coeur d'Alene Tribe; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City consents to a sublease by the University of Idaho for a portion of the Harbor Center Facility to the Coeur d'Alene Tribe.

DATED this 15th day of July, 2025.

Woody McEvers, 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 WOOD Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: July 15, 2025
FROM: Renata McLeod, Municipal Services Director/City Clerk
SUBJECT: Massage Code Amendments to Municipal Code Chapter 5.28, entitled Massage Facilities/Spas

DECISION POINT: Should Council approve amendments to Municipal Code Chapter 5.28 entitled Massage Facilities/Spas?

HISTORY: The State took over licensure of individual Massage Therapists in 2013. Therefore, the City may only regulate facilities, while the State of Idaho regulates individual therapists. The City Code was amended at that time. However, some references to massage therapist licenses were inadvertently left in the Code, which are now being removed. In addition to those housekeeping amendments, there were some antiquated references that needed to be removed, and some duplicate references are also being deleted. The remainder of the Code amendments reflect a collaboration between public safety needs and business licensing needs to help ensure legitimate massage facilities are utilizing best practices and illicit massage facilities are held accountable.

Currently, it is difficult to determine which licensed therapists are working at which facilities, as the State does not track them by location of where they work. Rather, they are tracked by what mailing address they use for their license. Therefore, it is proposed to add in the requirement to provide copies of therapist licenses with an application for licensure of the facility. Knowing what licensed therapist is at which site will help with enforcement when inspections or law enforcement action occurs. It has been important to have a local level license for facilities to ensure that inappropriate activities, such as prostitution and/or human trafficking, are not occurring, as there is no State-level enforcement in this area. Staff requests the additional requirement for a fire and building inspection at any new facility. Some facilities are located within professional office buildings, while others may be separate buildings. This inspection gives the City an opportunity to review “changes of use” in relation to Code requirements, if applicable, and to verify the Massage Facility meets the applicable requirements. As with the previous code, there will continue to be a review of criminal background information for the five years prior to the application for facility owners. Another proposed requirement is that each facility have a person conversant in English available and that all records be kept in English, as we are aware of several facilities where the required logbooks are illegible as symbols and other languages were being used. A new section entitled “Prohibited Conduct” was added to clearly define illicit acts. Several requirements were added at the request of the Police to aid in enforcement and all changes were vetted by the Legal Department for compliance with Constitutional requirements and enforceability. Additionally, the Fire, Building, and Planning Departments were consulted about the amendments.

Stakeholders were notified on October 29, 2024, and April 28, 2025, of the proposed Code amendments and no comments were received in return. Two subsequent notifications were sent as substantial amendments were made to the first set of proposed amendments.

Attached please find a document outlining the research regarding other city codes. In summary, some states do not have a state-level professional license, nor do they allow local level enforcement such as allowing background checks for facility owners. Other states tried to regulate the illicit use by regular inspections and more scrutiny. While no state has found the magic bullet for code language, we believe the proposed Code amendments provide more tools for law enforcement and clarifies expectations, while not being unduly burdensome to legitimate massage facilities.

FINANCIAL ANALYSIS: Codification costs are associated with Code amendments.

DECISION POINT/RECOMMENDATION: Council should approve the proposed amendments to Municipal Code Chapter 5.28 entitled Massage Facilities/Spas.

City	Date of Incident if any noted	Comments	Penalty
Twin Falls, ID	DOI 01/2025	Noted in the zoning code under adult entertainment, but no specific code/license	
Eagle, ID	DOI 01/2025	General business registry required	infraction
Lewiston, ID	DOI 04/2025	General business registry required	Misdemeanor
Spokane Valley, WA	DOI 04/2025	initial law enforcement inspection within 120 of opening	infraction
Spokane, WA		misd for violations to code, including those receiving illegal massage	Misdemeanor
Tallahassee FL		State legislation regarding operating hours, inspections, and certain records in english <i>No local code</i>	No local code
State of Florida	DOI 1/2025	records in english or spanish; customer ID's provided before services; windows visibility ad signage req. 35% light penetrations through reception windows, display of license; dress codes	
Kennewick, WA	DOI: 3/2025	denial/revocation by be based on public nuisance, code regulates employees as well, requires records kept for 3 years	Misdemeanor
Garland County AR (incident) Hot Springs AR	DOI: 4/2025	only has general business license and home occupation	
St. Louis, MO		neighborhood can petition for revocation	Revocation
La Quinta, CA		requires 10 years of current and former businesses owned; nonrefundable application fee for costs of administering the code in addition to permit fees , requires ID badge to be worn by therapists	Misdemeanor

Sandy, Ut		No massage establishment shall be maintained within the limits of Sandy City as an independent business establishment. It can be an accessory use in conjunction with a recreational, health, spa or exercise facility which has previously received approval as to its conformance with the zoning, business and other regulatory ordinances of the City, with no more than ten percent of the net usable floor space establishments shall be open to inspection at reasonable times to the inspectors of each of the above departments for the purpose of investigation and enforcement of the applicable ordinances of Sandy City and the laws of the State of Utah.	Misdemeanor
St. George, UT		<p>QUALIFICATIONS OF LICENSEE:</p> <p>Each individual desiring a massage establishment license shall:</p> <p>A. Be an individual at least twenty-one (21) years of age;</p> <p>B. Have no convictions of crimes involving moral turpitude within the past five (5) years. (2003 Code)</p>	
Bend OR		General business registry required	infraction
Missoula MT		General business registry required	\$500/per day fine
Rochester Minnesota	5/2023 and December 13 2021	No state professional license	State approved local govt ability to run background checks; concerns of human trafficking and fraud

Midland Texas	5/19/2025	A written, notarized statement from each direct owner of the restricted massage establishment: (a) Certifying that the owner has read, understands, and consents to the city's enforcement of the requirements of this chapter and shall comply with, and ensure that the restricted massage establishment is operated in compliance with, all applicable state laws and regulations and city ordinances, including this chapter; and (b) Describing how the owner will ensure that the restricted massage establishment and the premises thereof are not used to commit or facilitate the commission of the following offenses: (i) Trafficking of persons; (ii) Prostitution; (iii) Promotion of prostitution; and (iv) Compelling prostitution. Floor plan	Misdemeanor
El Paso, TX	6/1/2025	Uses permitted as home occupations that do not require a license include: 1. Consultation office, to preclude physical treatment, of a physician, dentist, licensed massage therapist, or other similar licensed medical practitioner;	
Cyprus, TX		Conditional use permit: detailed floor plans; not within 1,000 feet of another;	
Providence, Rhode Island	5/9/2015	bodyworks massage code	
Springfield, IL	Feb-25	floor plan and copy of the lease required; signage stating against the law to provide and receive sex acts; no over night unless within approved zoning	\$250-\$750 fine
Marietta, GA	Feb-25	Liability insurance; suspension denied revoked after municipal court hearing based on due cause	
Albuquerque, NM		No state professional license, city code reference under the integrated development code	



1

Massage Facilities/Spas Code Amendments Municipal Code Chapter 5.28

This code was last amended in June 2013 to reflect the State of Idaho taking over the licensure of individual massage therapists.



2

PURPOSE AND INTENT

- Recognizes the health and wellness benefits of massage and reflexology
- Recognizes that there are some businesses employ unlicensed persons and can be used to facilitate the commission of various criminal acts, including but not limited to human trafficking and prostitution.
- Illicit businesses threaten the business and reputation of legitimate and licensed businesses and practitioners, and present a threat to the public health, safety, and welfare

This Chapter is intended to inhibit the ability of an individual or businesses to engage in the practice of providing unlicensed massage and reflexology, and support the legitimate provision of these services by licensed massage practitioners and reflexologists.



3

Current Status

- 31 City Licensed Facilities; Unknown number of massage therapist within the City
- As of January 31, 2025, the state reported 2,995 current licenses and 10 provisional licenses
- Email sent to all licensed facilities on October 29, 2024 and April 28, 2025 provided proposed amendments



4

Illicit Facilities

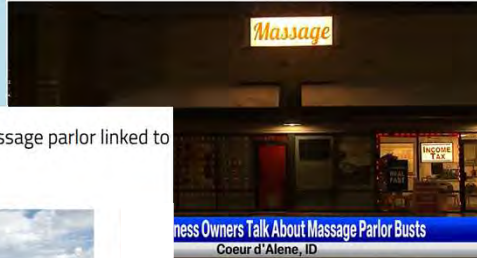
New details in Eagle massage parlor arrests

Three defendants are said to have been forcing trafficked women into prostitution and holding them against their will.



Business owners react to massage parlor shutdowns in Coeur d'Alene

Ainsley Anderson NonStop Local Multimedia Journalist Feb 22, 2025 Updated May 29, 2025



2 victims found in Spokane massage parlor linked to human trafficking

Daniel Fortin NonStop Local Digital Journalist May 25, 2025 Updated May 29, 2025



Twin Falls Police execute search warrants at three massage parlors in prostitution investigation



Lewiston massage parlor prostitution investigation leads to multiple arrests

Daniel Fortin NonStop Local Digital Journalist Apr 1, 2025 Updated May 29, 2025



Three suspects, arrested in connection with an alleged prostitution operation at Lewiston massage parlors, made their first court appearances with bonds set at \$1 million each. The arrests come after a year-long investigation by the Lewiston Police Department.

5

Illicit Facilities

Exclusive: Massive 18-state operation shatters Chinese sex-trafficking networks

May 30, 2025 In News



545 1.6k

Chinese organized crime is fueling a \$5 billion-per-year sex-trafficking empire in the United States, operating numerous illicit massage parlors where 75,000 victims are enslaved and traumatized.



FOX NEWS channel

MAJOR TRAFFICKING BUST TARGETS MASSAGE PARLORS
FOX NEWS ALERT

TRUMP & MUSK JOINT NEWS CONFERENCE
TODAY 1:30PM ET



6

Legitimate Massage Exists

- National Certification Board
- American Massage Therapy Association
- Associated Bodyworks & Massage Professionals
- Idaho Division of Occupational and Professional Licenses Board of Massage Therapy



7

Code Amendment Highlights

- Purpose statement
- Housekeeping
- Code Enforcement tools
 - Inspections by Fire/Building
 - Each Facility to have a person conversant in English
 - Records to be recorded in English language
 - Floor plan
 - Fire Code Inspection
 - Clarification of Prohibited Conduct
 - Residential Arrangements to be noted
- Appeal Clarification
 - No stay for denial of application
 - Stay upon appeal must be requested, determined if no harm to public safety



8

Recommendation:

To approve amendments to
Municipal Code Chapter 5.28 -
Massage Facilities/Spas Code



ORDINANCE NO.
COUNCIL BILL NO. 25-1013

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING COEUR D'ALENE MUNICIPAL CODE CHAPTER 5.28, ENTITLED "MASSAGE FACILITIES AND SPAS," 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 HEREOF.

WHEREAS, after recommendation by the Municipal Services Director, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that amendments to Coeur d'Alene Municipal Code Chapter 5.28 be adopted.

NOW, THEREFORE,

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

**CHAPTER 5.28
MASSAGE FACILITIES AND SPAS**

SECTION:

5.28.005: Purpose and Intent

5.28.010: Definitions

5.28.020: ~~License;~~ Massage Facility; ~~or S~~Spa License ~~And Massage Therapist;~~ Required: Exceptions

~~5.28.021: Application For Exemption Of Certificate (Rep. by Ord. 3467, 2013)~~

5.28.030: ~~License;~~ Massage Facility ~~And Spa License;~~ ~~Requirement;~~ Application; ~~Contents~~5.28.040: Massage Facility and Spa Minimum Requirements

5.28.0450: ~~License; Massage Facility And Spa;~~ Approval of Massage Facility or Spa License

~~5.28.050: Application For Massage Facility License~~

~~5.28.060: License; Massage Facility; Requirements~~

5.28.0760: ~~License; Massage Facility, Spa And Massage Therapist;~~ Display ~~Required~~of Licenses; Student Notices

~~5.28.080: License Fee; Massage Facility Or Spa~~

5.28.0970: ~~License;~~ Term ~~Of Validity;~~ Renewal

5.28.1080: Denial, Suspension ~~Or~~ Revocation ~~Of~~ Massage Facility ~~Or~~ Spa License

~~5.28.110: Denial, Suspension Or Revocation Of Massage Therapist Or Spa Employee License (Rep. by Ord. 3467, 2013)~~

5.28.12090: Appeal

5.28.1300: ~~Massage Facility And Spa~~Records Required; Records Retention; ~~Records~~-Inspection

5.28.110: Prohibited Conduct

5.28.1420: License Transfer Prohibited

5.28.1530: Altering License

5.28.1640: Advertising Prohibited

~~5.28.170: Notification Of Place Of Employment (Rep. by Ord. 3467, 2013)~~

~~5.28.1850: Notice Of Relocation Required of Massage Facility or Spa~~

~~5.28.1960: Massage Facility; Hours~~

~~5.28.20170: Massage Facility; Minimum Age Of Employees~~

~~5.28.21180: Alcoholic Beverages And Drugs Prohibited~~

~~5.28.22190: Violation; Penalty~~

5.28.005: PURPOSE AND INTENT

The City recognizes the health and wellness benefits of massage and reflexology, and that massage and reflexology businesses in the City serve a legitimate and beneficial purpose in the community. The City also recognizes that there are some businesses that hold themselves out as massage or reflexology businesses, but employ unlicensed persons to provide massage and uncertified persons to provide reflexology who fail to follow state health and licensing requirements, and do not have the proper training required to obtain a state license or certification. In addition, these businesses that employ unlicensed or uncertified persons to provide massage and reflexology can be used to facilitate the commission of various criminal acts, including but not limited to human trafficking and prostitution. The businesses that permit unlicensed or uncertified persons to perform massage and reflexology or permit the commission of unlawful acts threaten the business and reputation of legitimate and licensed businesses and practitioners, and present a threat to the public health, safety, and welfare. This Chapter is intended to inhibit the ability of an individual or businesses to engage in the practice of providing unlicensed massage and reflexology, and support the legitimate provision of these services by licensed massage practitioners and reflexologists.

5.28.010: DEFINITIONS:

The following words and terms as used in this chapter shall be held and construed to have the following meanings:

CITY: Means the City of Coeur d'Alene.

EMPLOYEE: Means a person who performs services for, gives baths to, or attends in any way the patrons of a Massage Facility or Spa, or who supervises the work of such person, or who acts in a managerial capacity within a Massage Facility or Spa, whether compensated by wages, profit sharing, or otherwise.

MASSAGE and MASSAGE THERAPY: Means and includes the method, art, or science of treating the human body for hygienic, remedial, or relaxation purposes, or for the purpose of reducing or contouring the human body, by pressure, friction, rubbing, stroking, rocking, kneading, tapping, percussion, rolling, or manipulating the human body or any portion thereof with the hands or by any mechanical or electrical apparatus or other agency or instrumentality, including the external application of water, heat, cold, lubricants, and other topical preparations; provided, the definition of mMassage or Massage Therapy as used herein shall not be deemed to include any activity which is lewd, disorderly, or dissolute. For purposes of this Chapter, Massage and Massage Therapy includes the manipulation of the hands, feet or ears, and the practice of using touch to affect the energy systems, acupoints or qi meridians, or channels of energy of the human body such as polarity,

polarity therapy, polarity bodywork therapy, Asian bodywork therapy, acupressure, jin shin do®, qi gong, reiki, shiatsu, and similar modalities.

MASSAGE FACILITY: Any building, room, place, or establishment, ~~other than a regularly licensed hospital or dispensary,~~ where a ~~m~~Massage ~~t~~Therapist or any other person ~~not a licensed physician or of a similarly registered status,~~ engages in, carries on, or permits to be engaged in, conducted, or carried on, ~~any the~~ business of providing Massage Therapy for compensation ~~giving treatment by the application of mechanical and/or manual manipulation of the soft tissues of the human body for other than cosmetic or beautifying purposes, and/or by the use of sweat, Turkish, Russian, vapor, electric, salt, magnetic, or any other kind or character of baths, or any business of the same nature though bearing a different name.~~ The facilities of a regularly licensed hospital or medical clinic, or of a licensed physicians or surgeons ~~shall not be considered a Massage Facility for purposes of this Chapter, or similar professional persons, are herein specifically exempted.~~

MASSAGE THERAPIST: Any person, ~~not a licensed physician or surgeon, registered or licensed nurse, registered athletic trainer, or physical therapist~~ who engages in, conducts, or carries on the business of providing Massage Therapy for compensation or who holds himself or herself out as a Massage Therapist, licensed by the state of Idaho ~~giving of treatment by the application of mechanical and/or manual manipulation or massage of the soft tissues of the human body for other than cosmetic or beautifying purposes, or whether given by a person properly licensed or not, the treatments described above are not given in connection with the treatment of a disease or ailment. "Massage therapist" as used herein shall have the same meaning as "massage facility employee".~~

SPA: Means and includes any place or portion thereof where hot tubs, saunas or baths by water, steam, vapor or hot air or like treatments are made available for ~~any fee, compensation, consideration or the expectation thereof;~~ provided, however, that such term shall not include any place providing only ordinary tub or shower baths where no attendant is present~~provided~~.

~~SPA EMPLOYEE: Means and includes any person who gives baths to, or attends in any way upon, patrons of a spa, or who supervises the work of such person, or acts in any managerial capacity within any spa; provided, however, that such term shall not include persons who perform only custodial or janitorial work.~~

5.28.020: ~~LICENSE; MASSAGE FACILITY, OR SPA LICENSE~~SPA AND MASSAGE THERAPIST; REQUIRED; EXCEPTIONS:

It is unlawful for any person to operate, conduct, carry on or maintain a ~~m~~Massage facility or ~~s~~Spa or to engage in the business of ~~m~~Massage ~~t~~Therapy in the ~~e~~City ~~limits~~ without first obtaining a City license ~~to do so~~. The following persons shall be exempt from this chapter:

A. Persons ~~authorized licensed by the law of in~~ the state of Idaho to practice medicine, surgery, osteopathy, chiropody, physical therapy, chiropractic, cosmetology, esthetics, or podiatry, provided the services rendered are within the scope of the license; ~~and~~ or persons holding a drugless practitioners' certificate under the state of Idaho.

B. Registered or licensed nurses, registered athletic trainers, and licensed physical therapists, provided the services rendered are within the scope of the license.

5.28.030: ~~LICENSE;—~~MASSAGE FACILITY AND SPA ~~LICENSE APPLICATION;~~
~~REQUIREMENT; APPLICATION; CONTENTS:~~

A. An ~~A~~pplications for a ~~m~~Massage ~~f~~Facility or ~~s~~Spa license shall be filed with the ~~e~~City ~~e~~Clerk, who shall ~~prepare and have printed adequate numbers of provide the~~ application forms, ~~together with the fee established by Resolution of Council.~~ Any person, firm or corporation who does not meet the following requirements shall not be granted a massage facility or spa license. Each application ~~for a massage facility or spa license~~ shall be signed ~~and sworn under oath, or by certification or declaration under penalty of perjury consistent with Idaho Code § 9-1406, to~~ by the person(s) who will conduct, operate, or maintain such establishment, ~~and shall be accompanied by two (2) black and white or color photographs of the applicant two inches by two inches (2" x 2") in size and taken within six (6) months of the application, showing only the full face of the applicant, one of which shall be affixed to the license when it is issued.~~ Any applicant who receives a Massage Facility or Spa license under this Chapter will be deemed to have made any and all statements in the application under oath, and shall be bound by such statements for all purposes.

B. The City is authorized to obtain criminal history information from the Idaho State Police and the Federal Bureau of Investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. In order to determine the ~~suitability~~fitness of prospective applicants for licensing with the ~~e~~City of Coeur d'Alene, the Coeur d'Alene city clerk or his/her designee shall require each specified applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho state police and the federal bureau of investigation. the applicant shall be required to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police and the Federal Bureau of Investigation. Pursuant to ~~section Idaho Code § 67-3008, Idaho Code and congressional enactment p~~Public ~~L~~aw 92-544, the ~~e~~City of Coeur d'Alene shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho ~~s~~State ~~p~~Police, ~~b~~Bureau of ~~e~~Criminal ~~i~~Identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms prescribed by the Idaho state police. ~~The city of Coeur d'Alene is authorized to receive criminal history information from the Idaho state police and from the federal bureau of investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited.~~ In the event the applicant is a corporation, the information required by this section shall also be provided for each ~~shareholder~~, officer and director of the corporation. Failure to meet or comply with the application requirements shall result in a denial of the license.

C. Each application ~~shall be in writing and~~ shall contain include the following ~~information~~:

A1. The name, home address, ~~and~~ telephone number, and email address of the applicant and of all persons ~~named~~ included under subsections €3, 4, and Đ5 of this section; ~~and~~

B2. The business name, business address and telephone number of the establishment or proposed establishment, and a labeled floor plan showing all rooms, a description of the ~~premises-facility in~~ on which said business will be conducted, including the number of and size of treatment rooms, provisions for sanitation and laundry, exits, and residential arrangements, if any; ~~and~~

€3. The names and addresses of all persons ~~owning-having an~~ financial interest of any kind in such business or proposed business, including any corporate stockholders, and whether such business will be conducted as a sole proprietorship, partnership or corporation; if a partnership, giving-provide the names of all persons sharing in the profits of said business; and, if a corporation, giving-provide the names of its officers and directors, and the title of each, and all corporate stockholders; ~~and~~

Đ4. The names and addresses of all persons who will act as proprietor, manager, or person in charge of such business or proposed business, and an emergency contact phone number for the business; ~~and~~

5. The names and addresses of all persons who will be performing Massage at the business and a copy of the State Massage Therapist license, with issue and expiration dates. The Massage Facility or Spa is required to notify the City Clerk of any changes of the licensed Therapist;

€6. The ~~prior~~ residences addresses for the ~~past~~ previous five (5) years, together with the period of residence at each address of the applicant and of all persons required to be named under subsections €3, 4, and Đ5 of this section; ~~and~~

F7. The ~~age,~~ date of birth and social security number of the applicant and of all persons required to be named under subsections €3, 4, and Đ5 of this section; ~~and~~

G8. Whether the applicant or any person named under subsections €3, 4, and Đ5 of this section ~~has~~ ve ever been convicted of any crime or ~~has~~ ve ever forfeited a bond to appear in court for any crime, excluding minor traffic offenses, and whether such person is the subject of any outstanding warrant or pending criminal charge, and, if so, stating ~~what crime~~ the charge, the court issuing the warrant or in which charges are pending, ~~date of conviction or forfeiture~~ and the circumstances and disposition of the case; ~~and~~

9. Whether the applicant or any person named under subsections 3, 4 and 5 of this section have ever been denied a massage therapy, massage therapist, or spa license, or whether the massage therapy, massage therapist, or spa licenses has been revoked, and, if so, the date of the denial or revocation, the reason(s) therefor, the jurisdiction which denied or revoked the license, and whether the license was thereafter issued or reinstated.

~~H10.~~ The occupation, ~~and~~ business name, and business address of ~~all the~~ prior employers of the applicant and of all other persons required to be named under subsections ~~€3, 4,~~ and ~~D5~~ of this section during the ~~past~~previous five-ten (510) years and the nature of the work performed for each of such employers; ~~and~~

~~I11.~~ All assumed names or aliases which have been or are used by the applicant and by all persons required to be named under subsections ~~€3, 4,~~ and ~~D5~~ of this section; ~~and~~

12. Two (2) color photographs of the owner of the facility, two inches by two inches (2x2) in size, taken within three months preceding the filing of the application and showing the full face of the applicant. One (1) photograph shall be affixed to the license and the other shall be affixed to the application retained in the City records;

13. The fee established by Resolution of the City Council; said fee shall not be refunded if the business license is denied or revoked; and

~~I14.~~ Such other information as the ~~e~~City ~~e~~Clerk ~~and/or~~ the ~~p~~Police ~~d~~Department may reasonably require for the administration of this ~~e~~Chapter.

5.28.040: MASSAGE FACILITY AND SPA MINIMUM REQUIREMENTS:

A. Each new Massage Facility and Spa, and each licensed Massage Facility or Spa which moves to a different location, shall be inspected by the Fire Department and shall be required to comply with all applicable provisions of the Fire Code. The Fire Department shall be permitted -further inspections at reasonable times and upon reasonable notice to ensure continued compliance with the Fire Code.

B. Each new Massage Facility and Spa and each licensed Massage Facility or Spa which moves to a different location, shall be inspected by the Building Department and shall be required to comply with all applicable provisions of the Building Code. Upon request, the licensee shall permit the The Building Department shall be permitted further inspections at reasonable times and upon reasonable notice to ensure continued compliance with the Building Code.

C. No Massage Facility or Spa license shall be issued unless the Planning Department affirms that it constitutes an allowed use in the zoning district and that all other provisions of the Zoning Code are met. If a Massage Facility or Spa moves to a different location, it shall be required to comply with the Zoning Code then in effect.

D. Every Massage Facility and Spa licensed under this Chapter shall have a person who is conversant in the English language present on the licensed premises, or readily available by telephone, at all times the Massage Facility or Spa is open for business.

E. Hot and cold running water, with soap and/or detergent, shall be available in the Massage Facility or Spa for patrons and employees.

F. Sufficient equipment shall be available and in good working order for the purpose of

disinfecting and/or sterilizing any instruments used in the Massage Facility or Spa for Massage Therapy.

G. Restroom facilities shall be available for patrons and employees as required by the current Building Code.

H. Closable cabinets shall be provided for the storage of clean linen and supplies.

I. A schedule of services available, and the name and telephone number of the manager of the Massage Facility or Spa, shall be posted in plain view near the customer entry door to the business.

5.28.0450: ~~LICENSE; MASSAGE FACILITY AND SPA;~~ APPROVAL OF MASSAGE FACILITY OR SPA LICENSE:

~~Approval of the city council shall be secured by each applicant for a massage facility or spa license before the issuance of any license for such by Upon receipt of a completed application, the results of the background check, payment of the fee adopted by Resolution, and completion of any necessary investigation, the eCity eClerk shall issue a license to a qualified applicant pursuant to this chapter. It is unlawful for any owner, proprietor, manager or person in charge of any massage facility or spa to allow any person to act as a massage therapist or a spa employee who has not first obtained such license from the state of Idaho, board of occupational licensing.~~

~~5.28.050: APPLICATION FOR MASSAGE FACILITY LICENSE:~~

~~Application for a massage facility license shall be made to the city clerk and shall be accompanied by payment of the fee enacted by resolution of the city council. Each application for a massage facility or spa license shall be signed and sworn to by the person so applying and shall be accompanied by two (2) black and white or color photographs of the applicant two inches by two inches (2" x 2") in size and taken within six (6) months of the application, showing only the full face of the applicant. To determine suitability of prospective applicants for licensing with the city of Coeur d'Alene, the Coeur d'Alene city clerk or his/her designee shall require each specified applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho state police and the federal bureau of investigation. Pursuant to section 67-3008, Idaho Code and congressional enactment public law 92-544, the city of Coeur d'Alene shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho state police, bureau of criminal identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms prescribed by the Idaho state police. The city of Coeur d'Alene is authorized to receive criminal history information from the Idaho state police and from the federal bureau of investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. Each application shall be in writing and shall contain the following information:~~

~~—A. The name, home address, telephone numbers, e-mail address, age, date of birth and social security number of the applicant; and~~

~~—B. The prior residences of the applicant for the past five (5) years, together with the period of residence at each such address; and~~

~~—C. Whether the applicant has ever been convicted of any crime or has forfeited a bond to appear in court for any crime, excluding minor traffic offenses and, if so, stating what crime, the date of conviction or forfeiture and the circumstances and disposition of the case; and~~

~~—D. The business name, business address and telephone number of the establishment at which the applicant will be employed; and~~

~~—E. The occupation and business name and business address of all prior employers of the applicant during the five (5) years preceding the application, and the nature of the work performed for each of such employers; and~~

~~—F. All assumed names or aliases which have been or are used by the applicant; and~~

~~—G. Whether the applicant will be acting as a proprietor, manager, or person in charge of any massage facility or spa; and~~

~~—H. Such other information as the city clerk and/or the police department may reasonably require for the administration of this chapter.~~

5.28.060: LICENSE; MASSAGE FACILITY; REQUIREMENTS:

~~—A. No person shall be granted a massage facility license who does not meet the following requirements: that such person is of good moral character and has never been convicted of a felony or a misdemeanor involving moral turpitude.~~

~~—B. The city clerk may also include and request additional information in the applications which is deemed reasonable and necessary for proper investigation.~~

5.28.0760: DISPLAY OF LICENSES; MASSAGE FACILITY, SPA AND MASSAGE THERAPIST; DISPLAY REQUIREDSTUDENT NOTICES:

A. Every mMessage fFacility or sSpa licensed pursuant to the provisions of this eChapter and the premises occupied and used for the purposes of enabling a massage therapist to carry on the trade, business or profession of massage therapy, shall display, in a manner so as to be easily seen by customers conspicuous place on the premises the massage facility or spa license, the current Massage Facility or Spa license and any the current Idaho state license for any mMessage tTherapist's license for any employee performing Massage Therapy at the Massage Facility or fSpa duly issued by the state covering the current period.; together with In addition, a notice listing all students enrolled in a board-approved course of instruction while completing a clinical requirement or supervised massage therapy fieldwork experience for graduation performed under the supervision of a person licensed under this chapter persons employed in the massage facility or spa or engaged in

~~the pursuit of becoming a massage therapist under the license. This notice~~ shall be displayed in a type-form which can easily be read by persons entering the premises.

B. It is unlawful for any owner, proprietor, manager, or person in charge of a Massage Facility or Spa to allow any person to act as a Massage Therapist or a Spa Employee who has not first obtained the required license from the state of Idaho, Board of Occupational Licensing.

~~5.28.080: LICENSE FEE; MASSAGE FACILITY OR SPA:~~

~~The fee for a massage facility or spa license shall be tendered at such time as the application is made for the issuance or renewal of such license and in an amount set by the city council as set forth by resolution. All fees required by section 5.60.020 of this title for a criminal history check shall be tendered at such time as the application is made for the issuance of such license.~~

~~5.28.0970: LICENSE; TERM-OF-VALIDITY; RENEWAL:~~

A Massage Facility ~~L~~licenses issued pursuant to this ~~e~~Chapter shall be valid from the time it is issued and shall expire on December 31 of the same year the license is issued only until through the first last day of the following calendar year in which it is issued and may be renewed ~~annually~~ by filing an application for renewal with ~~and paying the fee designated by resolution, to the eCity eClerk or his/her duly authorized representative designee, together with the renewal fee established by Resolution of Council.~~

~~5.28.1080: DENIAL, SUSPENSION OR REVOCATION OF MASSAGE FACILITY OR SPA LICENSE:~~

The ~~e~~City ~~e~~Clerk may refuse to ~~issuance of any m~~Massage ~~f~~Facility or ~~s~~Spa license, and ~~he/she~~ may ~~order the suspens~~ion or ~~revo~~ke~~ation of~~ such license upon ~~his/her~~a finding, after such investigation or hearing as ~~he/she~~deemeds necessary, that:

A. Such license was issued ~~illegally or~~ by mistake or inadvertence, ~~or~~ was procured by fraud, misrepresentation, false or misleading statements, evasions or suppressions of material facts, or that any of the material facts contained in the application for such license ~~are~~have become false; or

B. Any person owning an interest or sharing in the profits of such business, ~~including or~~ any ~~corporate~~ stockholders, or, ~~if a corporation, any~~ officers or directors thereof, or any persons acting as proprietor, manager or person in charge of such business:

1. Has, with the previous five (5) years, been convicted ~~within the past five (5) years of,~~ or forfeited a bond to appear in court for, any felony, misdemeanor, or ~~of any other~~ violation of any federal, state or local law relating to sex offenses or to the possession, use or sale of drugs, ~~or~~ controlled substances, or ~~to the sale of~~ alcoholic beverages, ~~or of any act or omission in violation of this chapter or ordinance amendatory thereof,~~ or of any crime involving moral turpitude, ~~or has forfeited a bond to appear in court for any of the foregoing~~

offenses; or

2. Has ~~been guilty of any act or omission in violation of any provision of this eChapter or ordinance amendatory thereof or committed~~ any misconduct or improper, fraudulent, or wrongful behavior relating to the giving of massages or baths, ~~or to the management of a mMessage fFacility or sSpa, or to the fitness of such person to engage in such business, or committed~~ any act ~~or default~~ which is discreditable to such business or which is lewd or dissolute; or

3. Is not of good moral character; or

4. ~~Was p~~Previously shareding in the profits of any mMessage fFacility or sSpa or, ~~if a corporation, was act~~eding as an officer or director thereof, or ~~was act~~eding as proprietor, manager or person in charge of such business at a time when any license issued pursuant to this eChapter for such business was revoked; or

C. Any servant, agent, employee or representative of such business has ~~been guilty of committed~~ any act in violation of this Chapter or failed to act in a manner required by this Chapter~~omission while on the premises of such business which is in violation of this chapter or ordinance amendatory thereof,~~ or ~~committed~~ any misconduct or improper, fraudulent or wrongful behavior relating to the giving of massages or baths which bears on~~or to~~ the fitness of such person to engage in such business, or ~~committed~~ any act or default which is discreditable to such business or which is lewd or dissolute; if:

1. The circumstances surrounding ~~any of the foregoing~~such acts or omissions ~~are such as to tend to~~ establish a lack of adequate supervision or control over a servant, agent, employee, or representative of the business ~~or are such as to establish that such act or omission was knowingly allowed by any person sharing in the profits of said business or, if a corporation, any officer or director thereof, or of any person acting as proprietor, manager or person in charge of such business; or~~

2. The circumstances establish that the acts or omissions of the servant, agent, employee, or representation were knowingly allowed by any person sharing in the profits of said business, any officer or director thereof, or of any person acting as proprietor, manager or person in charge of such business; or~~In any event, if three (3) or more such acts or omissions have occurred on the premises of such business within a period of two (2) years;~~

D. ~~Such a~~Denial, suspension or revocation is necessary to protect the ~~public~~ safety, morals or welfare of the public, or the operation of such business would be ~~detrimental thereto or in violation of any federal, state, or local law;~~

E. The holder of any mMessage fFacility license or sSpa license and all persons owning an interest or sharing in the profits of such business, including any ~~corporate stockholders, and, if a corporation, all~~ officers and directors thereof, and all persons acting as proprietor, manager or person

in charge of such business shall be held strictly ~~liable and shall be~~ responsible ~~and accountable~~ for ~~any the acts or and~~ omissions of each other ~~and under the provisions of this section~~ and for ~~any the acts or and~~ omissions of any servant, agent, employee, or representative of such business ~~as provided by subsection C of this section~~, if ~~such acts or omission~~the circumstances establish a lack of adequate supervision or control, or ~~the acts or omissions~~ were knowingly allowed, or ~~have an act or omission~~ occurred three (3) or more times within ~~a period of the previous~~ two (2) years.

~~5.28.110: DENIAL, SUSPENSION OR REVOCATION OF MASSAGE THERAPIST OR SPA EMPLOYEE LICENSE:~~

~~(Rep. by Ord. 3467, 2013)~~

~~5.28.120~~90: APPEAL:

A. ~~Any~~ applicant whose ~~has duly made~~ application for a license ~~under the provisions of this chapter and~~ has been denied ~~such license~~, or any person holding a license which is ~~suspended or revoked or suspended under the provisions of this chapter~~, may file a ~~petition written notice of appeal~~ with the ~~eCity eClerk~~ demanding a hearing ~~before the city council for the purpose of contesting such denial, revocation or suspension, provided that such petition must be filed within ten (10) business days following receipt mailing of the notification of such the denial, suspension, or revocation or suspension. Such A denial, stay of the suspension or revocation of a license may be granted by the City Clerk, after consultation with the Chief of Police, upon a showing of good cause that continued operation of the facility during the pendency of the appeal would not harm the public safety, morals, or welfare or suspension shall be stayed upon the filing of such petition pending the final determination of the city council as herein provided. Any stay shall expire upon the decision of the City Council.~~

B. ~~The written notice of appeal shall state the grounds for the appeal, identifying the specific objections to the decision, any abuse of discretion that occurred, or where the decision was not supported by the evidence. The appeal shall be accompanied by such evidence as the appellant deems necessary to support the appeal.~~

C. ~~In the event such petition is filed, The City Clerk shall fix the time for a hearing before the eCity eCouncil, shall set a date, which shall occur between no less than ten (10) fifteen (15) and forty (40) days following the mailing of after filing the notice thereof for a hearing of appeal. An extension of up to thirty (30) days shall be granted upon request by the appellant or the City. At least ten (10) days prior to the hearing date, written notice shall be given to the appellant of the time and place of the hearing, of which all interested parties shall be notified. The hearing shall be de novo and All credible evidence bearing on the questions of whether such the denial, suspension or revocation iwas proper under the provisions of this chapter may be received at that hearing. The applicant shall have the burden to show that the denial, suspension, or revocation was contrary to the law or not supported by the evidence. The City Council shall consider the purpose and intent, as well as the language, of the pertinent provisions of the Code.~~

D. ~~Following the hearing, the eCity eCouncil may affirm or reverse the denial, suspension, or revocation of the license, and shall provide written Findings of Fact and Conclusions of Law to the applicant. shall determine upon such hearing that such denial, suspension or revocation is not proper under the provisions of this chapter, they shall so notify the city clerk, who shall cause the license to be issued or reinstated forthwith. If the city council determines upon such hearing that such license should be denied, suspended or revoked under the provisions of this chapter, they shall issue such order in writing. An appeal from such order may be made in the district court of Kootenai County in the manner provided under title 63, chapter 52 of the laws of the state of Idaho.~~

5.28.130: ~~MASSAGE FACILITY AND SPA; RECORDS REQUIRED; RECORDS RETENTION; RECORDS INSPECTION:~~

A. ~~Every proprietor or operator of a mMessage fFacility or sSpa shall keep a written record of the date and hour of each treatment given together with the services provided, identifying the name of the operator person providing the service, the length of the appointment, and a general description of the services provided, to include the part(s) of the body treated.; All records, including, but not limited to, customer or patron lists, service logs, and transaction receipts, must be legible and in English to enable inspection by the City. In addition, for each employee, the following written records must be kept by the Massage Facility or Spa:~~

1. ~~Full legal name, date of birth, home address and telephone number, job title or description, dates of commencement of employment and termination of employment; and~~
2. ~~State Massage Therapist license number, date of issuance, and date of expiration.~~

B. ~~The required records must be retained for at least one (1) year after the services were provided.~~

C. ~~massage therapist or employee administering the treatment. These records required by this Chapter a~~shall be subject to inspection by the City or its designated agents, including law enforcement personnel, chief of police or his duly authorized representative, at all times during normal business hours. Upon reasonable notice, inspection shall be allowed outside normal business hours.

D. ~~The Police Department shall have the power, at all times, to inspect any Massage Facility for which a license is granted hereunder for the purpose of determining compliance with this Chapter.~~

5.28.110: ~~PROHIBITED CONDUCT:~~

It is unlawful for any employee of a Massage Facility or Spa, or any person providing Massage Therapy at a Massage Facility or Spa licensed by the City to:

A. ~~Knowingly provide or offer to provide any service intended to arouse, appeal to, or gratify sexual desires; or~~

B. Knowingly ask or direct a patron to touch his or her own anus, genitals or breasts; or touch the anus, genitals or breasts of any person on the premises, or expose his or her genitals, anus or breasts to any person on the premises with the intention of appealing to the prurient interest of the Massage Therapist or the Massage Facility or Spa client; or

C. Knowingly place any part of the body of a patron in direct or indirect contact with the anus, genitals or breasts of any other person on the premises; or

D. Knowingly offer any service or engage in conduct that violates any federal, Idaho state, or City law.

5.28.1420: LICENSE TRANSFER PROHIBITED:

A. Licenses issued pursuant to this eChapter shall may not be assigned or transferred from one holder to another. Any Upon a change in shareholders or the owners of the Massage Facility or Spa, a new license shall be required a new license.

5.28.1530: ALTERING LICENSE:

It is unlawful to alter or tamper in any way with a license which has been issued pursuant to the provisions of this eChapter.

5.28.1640: ADVERTISING PROHIBITED:

It is unlawful ~~for any person~~ to place an advertisement for ~~the giving of massages or baths in any a Massage Facility or Spa establishment or by any person~~ unless ~~such establishment~~ the Massage Facility or Spa, and ~~persons employees~~ are ~~first duly~~ licensed, ~~if required by law in accordance with the provisions contained herein.~~

5.28.1850: NOTICE OF RELOCATION OF MASSAGE FACILITY OR SPA REQUIRED:

~~The premises of A Massage Facility or Spa license is valid only for the premises identified in the City records. If a mMassage fFacility or sSpa may is to be relocated, only if the eCity eClerk is shall be notified in writing of the relocation at least ten (10) days in advance thereof. Any required Fire, Building, or Planning inspections must be completed before the relocation.~~

5.28.1960: MASSAGE FACILITY; HOURS:

It is unlawful to conduct business in a mMassage fFacility or sSpa between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

5.28.20170: MASSAGE FACILITY; MINIMUM AGE OF EMPLOYEES:

It is unlawful ~~for the owner, proprietor, manager or person in charge of~~ any ~~m~~Massage ~~f~~Facility or ~~s~~Spa ~~or any employee of such place~~ to employ any person ~~in such place~~ who is not at least eighteen (18) years of age, unless such employee acts solely as a receptionist or janitor, in which case the employee must be at least sixteen (16) years of age, and it is unlawful for any person under such age to act as a massage therapist or a spa employee.

5.28.~~21~~180: ALCOHOLIC BEVERAGES AND DRUGS PROHIBITED:

A. It is unlawful to consume any alcoholic beverages or liquor, or possess an open container of any alcoholic beverage or liquor, or use any drug or controlled substance on the premises of any ~~m~~Massage ~~f~~Facility or ~~s~~Spa.

B. ~~It is unlawful~~ for the proprietor, manager, or person in charge of any ~~m~~Massage ~~f~~Facility or ~~s~~Spa, or any employee, ~~in such place~~ to allow the consumption of alcoholic beverages or liquor ~~or the use of any drug or controlled substance~~ on such premises; provided, however, that the provisions contained herein relating to alcoholic beverages or liquor shall not apply to premises which are duly licensed by the Idaho ~~s~~State ~~l~~Liquor ~~e~~Control ~~b~~Board and the City.

5.28.~~22~~190: VIOLATION; PENALTY:

Any person who commits, attempts to commit, conspires to commit, offers or agrees to commit, or aids or abets in the commission of any act or omission which is in violation of any of the provisions of this ~~e~~Chapter, ~~whether individually or in connection with one or more persons and whether as principal, agent or accessory or who falsely, fraudulently, forcefully or wilfully induces, causes, coerces, requires, permits or directs others to commit such violation,~~ is guilty of a misdemeanor punishable as provided in section 1.28.010 of this ~~e~~Code. Each and every day a violation of this Chapter exists constitutes a separate and distinct offense, and shall be subject to separate citation.

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 July 15, 2025.

APPROVED, ADOPTED and SIGNED this 15th day of July, 2025

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 5.28 entitled "Massage Facilities and Spas"

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING COEUR D'ALENE MUNICIPAL CODE CHAPTER 5.28, ENTITLED "MASSAGE FACILITIES AND SPAS;" 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 HEREOF. 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. _____, Amending Chapter 5.28 entitled "Massage Facilities and Spas," 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 15th day of July, 2025.

Randall R. Adams, City Attorney

PUBLIC HEARINGS

STAFF REPORT

DATE: JULY 15, 2025

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: FEE INCREASES AND CLARIFICATIONS

DECISION POINT: Should Council approve fee amendments as proposed by the Building, Finance, Fire, Library, Municipal Services, and Parks and Recreation, Police, and Water Departments?

HISTORY: The City is required to hold a public hearing for any proposed fee increase in excess of five percent (5%) pursuant to Idaho Code § 63-1311A. In addition, Idaho Code § 63-1311 provides that all fees for service shall be reasonably related to, but shall not exceed, the actual cost of the service being rendered. While some of the fees listed below are increasing less than 5%, are simply being clarified, and/or are being removed entirely, and therefore are not required to be included in the public hearing, it is Staff's desire to keep all changes together for ease of tracking. In addition, civil penalties are not "fees" subject to the 5% rule, but are required to be adopted by resolution of Council by various sections of the Municipal Code. Therefore, they are included in this proposed Resolution. The Departments have evaluated the fee increases and have determined that they are reasonably related to, but do not exceed, the actual cost of the service being rendered. The following is an explanation of the changes for each department and the proposed fees. *Please note that crossed out items are being deleted while underlined items are the new proposed fees and text. All other fees not referenced will remain the same.*

1. **BUILDING:** The cost change for outside normal business hours includes the cost of the inspector's hourly wage (including benefits) with overtime and some overhead to equal the rate of \$90.00. The hourly rate change from \$55.00 to \$70.00 per hour is increased to cover fully loaded wage rate and some overhead costs. Several clarification items are included that do not include a fee increase, such as the transfer of a permit applies to only building permits. Mechanical and plumbing permits are non-transferable when issued directly to the licensed trade contractor. A contractor may apply for a refund on the original issued permit if they are not doing the work. Additionally, clarification was added to the demolition permit fee that plumbing and stormwater fees also apply. Manufactured home setting permits increased to cover the cost of inspections. There are typically three inspections per manufactured home setting. Four trips for a double wide. Language added to clarify that up to 20 sq. ft. deck or landing is allowed to be installed at the required exit doors without additional building permits. Change of Occupancy permit added as a separate line item to the fee schedule with a minimum fee. A review is required by multiple city departments. Inspections by the building and fire departments are required prior to occupancy. A new fee is proposed for the issuance of a temporary certificate of occupancy, as it requires additional staff time to process. Amendments and clarifications to the mechanical permit fee schedule and to change mechanical review fees to match the building review fees. Moving permit fee increased from \$60 to \$150 to cover the cost for processing, inspections, and coordination with Fire, Police, and Street departments. This fee has not been

adjusted in over 20 years. The city of Post Falls and Hayden fee schedules were used for comparison. The increases are comparable to the neighboring jurisdictions.

BUILDING PERMIT FEES <i>Table 2-A</i>	
<u>Other Inspections and Fee</u>	
Inspections outside of normal business hours	(Min. charge – 2 hours) \$55.00 <u>90.00</u> /hour
Re-inspection fees	<u>(Min. charge 1 hour)</u> \$55.00 <u>70.00</u> /hour
Inspections for which no fee is specifically indicated	(Min. charge – 1/2 <u>1</u> hour) \$55.00 <u>70.00</u> /hour
Additional plan review required by new submissions, changes, additions or revisions to plan	(Min. charge – 1/2 hour) \$55.00 <u>70.00</u> /hour
Transfer of <u>building</u> permit	\$40.00
Permit extension	\$55.00 <u>70.00</u>
<u>Change of Occupancy Permit with issuance of new Certificate of Occupancy (without a building permit)</u>	<u>Building permit fee calculation Table 1-A, plus \$40 processing fee.</u> <u>Minimum permit fee - \$150.00</u>
<u>Issuance of a Temporary Certificate of Occupancy</u>	<u>Residential: \$150.00</u> <u>Commercial: \$250.00</u>
<u>Demolition Permits</u>	
Demolition (Residential)	\$70.00 <u>plus Plumbing and Stormwater fees</u>
Demolition (Commercial)	\$110.00 <u>plus Plumbing and Stormwater fees</u>
<u>Manufactured Home/Setting Permit</u>	
Standard Setting <u>(includes installation of deck/landings up to 20 sq. ft. plus stairs at the required exit doors)</u>	\$120 <u>150.00</u> /Single Wide \$185 <u>200.00</u> /Double Wide
BUILDING <i>Table No. 3-A</i>	
<u>Mechanical Permit Fees</u>	
<u>Other Inspections and Fees</u>	
Inspections outside of normal business hours	(Min. charge – 2 hours) * \$55.00 <u>90.00</u> /hour
Re-inspection fees assessed	\$55.00 <u>70.00</u> /hour one-hour minimum

Inspections for which no fee is specifically indicated	(Min. charge — 1/2 <u>1</u> hour) \$55.00 <u>70.00</u> /hour
Additional plan review required by new submissions, changes, additions or revisions	(Min. charge – 1/2hour) \$55.00 <u>70.00</u> /hour

MECHANICAL PERMIT FEES

TABLE NO. 3-A

1. For the issuance of each permit \$40.00
2. For issuing each supplemental permit \$40.00

Unit Fee Schedule

	Quantity	Amount
Processing Fee	1	\$40.00
Gas Log/ gas <u>fireplace</u>		x 18
<u>Gas Appliance Vent (vent only)</u>		X <u>10</u>
Mobile Manufactured Home Gas Hook-up		x 18
Gas Range (<u>Residential</u>)		x 10 <u>8</u>
<u>Radiant Heat # of Zones (in addition to boiler)</u>		x <u>8</u>
Woodstove/ Solid Fuel Insert		x 22
Mechanical Plan Review Fee	25% of mechanical permit fee (Min. imum of <u>charge 1/2 hour</u> \$55.00 <u>70.00</u>)	

PLUMBING, SEWER & WATER PERMIT

Plumbing Processing Fee \$40.00 + \$10.00/fixture

Mobile Home W/S Hook up	
<u>Pressure Reducing Valve (PRV)</u>	
PROCESSING FEE	\$40.00
Commercial Plan Check Fee	65% of permit fee (minimum \$55.00 <u>70.00</u>)

PLAN REVIEW FEES

Review fees after permit issuance -~~\$55.00~~ 70.00 per hour (1/2 hour minimum)

MISC. PERMIT

Moving ~~\$60.00~~150.00 plus demolition permit of foundation

2. **FINANCE:** Additionally, Staff is requesting an annual 5% increase in street lighting through 2026 and increases to the Garbage/Solid waste collection rates to keep them in line with increased costs.

STREET LIGHTING

Fees:

\$3.99/Month (Effective April 1, 2027)

\$4.19/Month (Effective April 1, 2028)

\$4.40/Month (Effective April 1, 2029)

GARBAGE/SOLID WASTE COLLECTION

<u>CITY OF CDA PRICING - EFFECTIVE</u>		
SERVICE	City Rate	Proposed
TOTERS & EXTRAS	Current	Rate
RESIDENTIAL SERVICES	-	
35G RES 1XWK-TRASH REMOVAL	\$9.05	\$9.50
64G RES 1XWK-TRASH REMOVAL	\$10.20	\$10.71
96G RES 1XWK-TRASH REMOVAL	\$11.05	\$11.60
TOTER OVERLOAD-TRASH REMOVAL	\$2.20	\$2.31
TRASH ADDITIONAL-TRASH REMOVAL	\$2.20	\$2.31
	-	
RECYCLE EXTRAS-RECYCLING	\$2.20	\$2.31
RECYCLE OVERLOAD-RECYCLING	\$2.20	\$2.31
64G RES RECYCLE EOW (2nd Bin)	\$7.10	\$7.46
	-	
CALL BACK	\$6.90	\$7.25
PACKOUT SERVICE	-	
	-	
COMMERCIAL SERVICES	-	
Comm Trash Overload	\$2.20	\$2.31
Comm Trash Additional	\$2.20	\$2.31
EXTRA YARD-TRASH REMOVAL	\$9.50	\$9.98
LOCK REPLACEMENT-LOCK REPLACEMENT	\$21.85	\$22.94
MAKE LOCKABLE-TRASH REMOVAL	\$51.00	\$53.55
TIME/PER MINUTE-HOURLY	\$2.95	\$3.10
OVERWEIGHT - PER #	\$0.15	\$0.16
FIGHTING CREEK	\$230.00	\$241.50
	-	
32G COMM 1XWK-TRASH REMOVAL	\$8.75	\$9.19
	-	

2- 35 1xwk- Trash Removal	\$17.50	\$18.38
5- 35 1xwk- Trash Removal	\$43.70	\$45.89
6- 35 1xwk- Trash Removal	\$52.45	\$55.07
35G COMM 1XWK-TRASH REMOVAL	\$8.75	\$9.19
35G COMM 2XWK-TRASH REMOVAL	\$16.05	\$16.85
35G RENTAL COMM-RENTAL	\$3.65	\$3.83
	-	
64G COMM 1XWK-TRASH REMOVAL	\$14.60	\$15.33
64G COMM 2XWK-TRASH REMOVAL	\$22.05	\$23.15
64G RENTAL COMM-RENTAL	\$3.65	\$3.83
	-	
1- 96 1xwk- Trash Removal	\$24.80	\$26.04
2- 96 1xwk- Trash Removal	\$49.55	\$52.03
3- 96 1xwk- Trash Removal	\$74.30	\$78.02
4- 96 1xwk- Trash Removal	\$99.10	\$104.06
5- 96 1xwk- Trash Removal	\$123.85	\$130.04
6- 96 1xwk- Trash Removal	\$148.65	\$156.08
7- 96 1xwk- Trash Removal	\$173.40	\$182.07
96G COMM 1XWK-TRASH REMOVAL	\$24.80	\$26.04
96G COMM 2XWK-TRASH REMOVAL	\$32.05	\$33.65
96G COMM 3XWK-TRASH REMOVAL	\$74.30	\$78.02
96G RENTAL COMM-RENTAL	\$3.65	\$3.83
	-	
1- 3YD DUMPSTERS	-	
1YD COMM RENT	\$4.50	\$4.73
1YD FL & RL DELIVERY	\$51.00	\$53.55
1YD FL & RL 1XWK-TRASH REMOVAL	\$21.90	\$23.00
1YD FL & RL 2XWK-TRASH REMOVAL	\$66.85	\$70.19
1YD FL & RL 3XWK-TRASH REMOVAL	\$111.75	\$117.34
1YD FL & RL 4XWK-TRASH REMOVAL	\$156.70	\$164.54
1YD FL & RL 5XWK-TRASH REMOVAL	\$201.60	\$211.68
1YD FL & RL EXTRA PICKUP	\$7.35	\$7.72
4 1yds 2xwk	\$267.30	\$280.67
	-	
1.5YD COMM RENT	\$5.50	\$5.78
1.5YD FL & RL DELIVERY	\$51.00	\$53.55
1.5YD FL & RL 1XWK-TRASH REMOVAL	\$31.10	\$32.66

1.5YD FL & RL 2XWK-TRASH REMOVAL	\$78.75	\$82.69
1.5YD FL & RL 3XWK-TRASH REMOVAL	\$126.45	\$132.77
1.5YD FL & RL EXTRA PICKUP	\$9.60	\$10.08
1.5yd 1xwk- Trash Removal	\$62.20	\$65.31
	-	
2YD COMM RENT	\$7.35	\$7.72
2YD FL & RL DELIVERY	\$51.00	\$53.55
2YD FL & RL 1XWK-TRASH REMOVAL	\$38.00	\$39.90
2YD FL & RL 2XWK-TRASH REMOVAL	\$87.60	\$91.98
2YD FL & RL 3XWK-TRASH REMOVAL	\$137.30	\$144.17
2YD FL & RL 4XWK-TRASH REMOVAL	\$186.95	\$196.30
2YD FL & RL 5XWK-TRASH REMOVAL	\$233.50	\$245.18
2YD FL & RL EXTRA PICKUP	\$15.30	\$16.07
2yd Temp on call	\$15.30	\$16.07
2yd on call	\$15.30	\$16.07
2 2yd 1xwk- Trash removal	\$75.95	\$79.75
2 2yd 3xwk- Trash removal	\$274.55	\$288.28
3 2yd 1xwk- Trash removal	\$113.90	\$119.60
3 2yd 3xwk- Trash removal	\$411.85	\$432.44
4 2yd 3xwk- Trash removal	\$549.10	\$576.56
	-	
3YD FL COMM RENT	\$9.80	\$10.29
3YD FL DELIVERY	\$51.00	\$53.55
3YD FL & RL 1XWK-TRASH REMOVAL	\$56.50	\$59.33
3YD FL & RL 2XWK-TRASH REMOVAL	\$111.70	\$117.29
3YD FL & RL 3XWK-TRASH REMOVAL	\$166.70	\$175.04
3YD FL & RL 4XWK-TRASH REMOVAL	\$222.15	\$233.26
3YD FL & RL 5XWK-TRASH REMOVAL	\$277.35	\$291.22
3YD FL EXTRA PICKUP	\$23.35	\$24.52
3YD Temp on call	\$23.35	\$24.52
2 3yd 3xwk- Trash removal	\$333.35	\$350.02
3 3yd 2xwk- Trash removal	\$335.05	\$351.80
	-	
4-8YD DUMPSTERS	-	
4YD COMMERCIAL RENT	\$12.15	\$12.76
4YD FL DELIVERY	\$51.00	\$53.55
4YD FL & RL 1XWK-TRASH REMOVAL	\$68.10	\$71.51

4YD FL & RL 2XWK-TRASH REMOVAL	\$126.60	\$132.93
4YD FL & RL 3XWK-TRASH REMOVAL	\$185.10	\$194.36
4YD FL & RL 4XWK-TRASH REMOVAL	\$243.60	\$255.78
4YD FL & RL 5XWK-TRASH REMOVAL	\$302.10	\$317.21
4YD FL EXTRA PICKUP	\$29.15	\$30.61
4yd temp on call	\$29.15	\$30.61
4yd on call	\$29.15	\$30.61
2 4yd 1xwk- Trash Removal	\$136.20	\$143.01
	-	
6YD COMM RENT	\$19.45	\$20.42
6YD FL & RL DELIVERY	\$51.00	\$53.55
6YD FL 1XWK-TRASH REMOVAL	\$89.50	\$93.98
6YD FL 2XWK-TRASH REMOVAL	\$154.45	\$162.17
6YD FL 3XWK-TRASH REMOVAL	\$219.35	\$230.32
6YD FL 4XWK-TRASH REMOVAL	\$284.30	\$298.52
6YD FL 5XWK-TRASH REMOVAL	\$349.25	\$366.71
6YD FL EXTRA PICKUP/ PER DUMP OC	\$37.90	\$39.80
6yd Temp on call	\$37.90	\$39.80
6yd on call	\$37.90	\$39.80
	-	
8YD FL COMM RENT	\$24.75	\$25.99
8YD FL DELIVERY	\$51.00	\$53.55
8YD FL 1XWK-TRASH REMOVAL	\$116.80	\$122.64
8YD FL 2XWK-TRASH REMOVAL	\$190.15	\$199.66
8YD FL 3XWK-TRASH REMOVAL	\$263.60	\$276.78
8YD FL 4XWK-TRASH REMOVAL	\$337.00	\$353.85
8YD FL 5XWK-TRASH REMOVAL	\$410.45	\$430.97
8YD FL EXTRA PICKUP	\$58.30	\$61.22
8yd Temp on call	\$58.30	\$61.22
8yd on call	\$58.30	\$61.22
4 8yd 1xwk- Trash Removal	\$467.05	\$490.40
4 8yd 2xwk- Trash Removal	\$760.60	\$798.63
	-	
20- 30YD DUMPSTERS	-	
20YD DELIVERY	\$87.30	\$91.67
20YD TEMP RENT	\$182.15	\$191.26
20YD COMM RENT PERM	\$128.90	\$135.35

20yd comm rent perm	\$128.90	\$135.35
20YD EMPTY & RETURN	\$218.55	\$229.48
20YD DUMP/RMV	\$218.55	\$229.48
	-	
25YD RENT PERM	\$128.90	\$135.35
25YD EMPTY & RETURN	\$218.55	\$229.48
	-	
30YD DELIVERY	\$87.30	\$91.67
30YD TEMP RENT-RENTAL	\$182.15	\$191.26
30YD COMM PERMANENT RENT	\$128.90	\$135.35
30YD 1X WEEK	\$627.75	\$659.14
30YD 2X WEEK	\$1,225.50	\$1,286.78
30YD EMPTY & RETURN	\$218.55	\$229.48
30YD DUMP/RMV-HAULING FEE	\$218.55	\$229.48
30YD TRIP FEE (RETURN TRIP)	\$86.10	\$90.41
	-	
COMPACTORS	-	
1.5yd compactor 1xwk- Hauling Fee	\$123.15	\$129.31
	-	
2YD COMPACTOR 1XW-HAULING FEE	\$165.35	\$173.62
2YD COMPACTOR HAULING FEE	\$47.40	\$49.77
2yd comp 2xwk- Hauling fee	\$330.70	\$347.24
	-	
3YD COMPACTOR 1XWK-HAULING FEE	\$245.80	\$258.09
3YD COMPACTOR-HAULING FEE	\$71.00	\$74.55
	-	
5YD COMPACTOR 1XWK	\$409.60	\$430.08
	-	
6YD COMPACTOR 2XWK	\$1,004.40	\$1,054.62
6yd Compactor 3XWK	\$1,506.55	\$1,581.88
	-	
4YD COMPACTOR 1XW-HAULING FEE	\$330.75	\$347.29
4YD COMPACTOR 2XW-HAULING FEE	\$661.50	\$694.58
4YD COMPACTOR 3XW-HAULING FEE	\$992.20	\$1,041.81
4YD COMPACTOR-HAULING FEE	\$96.15	\$100.96
	-	
15YD COMP HAUL	\$218.55	\$229.48

15YD COMPACTOR 1XWK - HAULING FEE	\$722.70	\$798.63
	-	
20YD COMPACTOR- HAULING FEE	\$284.10	\$298.31
20YD COMPACTOR 1XW- HAULING FEE	\$967.80	\$1,016.19
20YD COMPACTOR 2XW- HAULING FEE	\$1,935.55	\$2,032.33
20YD COMPACTOR 3XW-HAULING FEE	\$2,294.25	\$2,408.96
	-	
25YD COMP HAUL	\$354.50	\$372.23
25YD COMP 1XWK	\$1,204.50	\$1,264.73
	-	
30YD COMP HAUL	\$422.50	\$443.63
30Y COMPACTOR 1XWK-HAULING FEE	\$1,258.90	\$1,321.85
30Y COMPACTOR 3XWK-HAULING FEE	\$3,776.70	\$3,965.54
	-	
40Y COMPACTOR 1XWK-HAULING FEE	\$1,927.25	\$2,023.61
40Y COMPACTOR-HAULING FEE	\$575.50	\$604.28
	-	
CLEANING & SANITIZING	-	
1YD CONTAINER	\$71.50	\$75.08
1.5 YD CONTAINER	\$78.95	\$82.90
2YD CONTAINER	\$78.95	\$82.90
3YD CONTAINER	\$84.50	\$88.73
4YD CONTAINER	\$92.20	\$96.81
6YD CONTAINER	\$113.40	\$119.07
8YD CONTAINER	\$143.55	\$150.73
15YD CONTAINER	\$247.00	\$259.35
20YD CONTAINER	\$247.00	\$259.35
25YD CONTAINER	\$266.50	\$279.83
30YD CONTAINER	\$331.50	\$348.08
40YD CONTAINER	\$396.50	\$416.33
	-	
ALL SHORT TERM TEMP CONTAINERS SIZE 1YD TO 8YD	-	
1YD THRU 8 YD DELIVERY	\$56.75	\$59.59
1YD THRU 8 YD MONTHLY RENT	\$56.75	\$59.59
1YD THUR 8YD PER HAUL	\$56.75	\$59.59

3. **FIRE:** The Fire Department does not have a set inspection fee. More inspections are being requested/required by the state for certain businesses, such as childcare facilities, and a fee needed to be established to cover costs.

- General Inspections/Operational Permit Fee: \$84.00/hour
- Daycare Inspections: \$25.00

4. **LIBRARY:** The Library has requested a fee increase for the janitorial fee to be more in line with actual costs.

Janitorial fee ~~\$20.00~~ 30.00

5. **MUNICIPAL SERVICE:** The department is reflecting a 5% increase in the proposed fees to cover additional staff costs. After the annual review of fees, it was determined that many of the City's expenses, such as staffing and printing, have increased between 5% and 10% without a corresponding increase in the fees charged. In an effort to keep fees reasonable, while assisting with City expenses, Staff is recommending that certain fees related to licenses be increased by 5%. Please note that a full review of special event fees is still being conducted and will be brought forward independently.

DETECTIVE AGENCY/SECURITY AGENT

Detective Agency/Merchant Police Agency ~~\$63.00~~ 66.15
Detective/Merchant Police Employee ~~\$31.50~~ 33.08

DOOR TO DOOR SOLICITATION

Business License ~~\$62.50~~ 84.00

FOOD COURT LICENSE

Food Court License: ~~\$63.00~~ 66.15
Fire Inspection Fee ~~\$42.00~~ 44.10
Food Court License Annual Renewal: ~~\$52.50~~ 55.13
(R-24-040,17-005)

MOBILE VENDOR

Mobile Vendor Permit: ~~\$157.50~~ 165.38
Mobile Vendor Annual Renewal: ~~\$50.00~~ 52.50

OUTDOOR EATING FACILITY

Sidewalk Encroachment Permit ~~\$131.25~~ 137.81

HOME OCCUPATION

Home Occupation Certificates ~~\$52.50~~ 55.13
Renewal Certificates ~~\$26.25~~ 27.56

MESSAGE THERAPY/FACILITY

Message Facility, New ~~\$126.00~~ 132.30
 Message Facility, Renewal ~~\$63.00~~ 66.15

KENNEL LICENSE

Annual Kennel License Fee ~~\$40.00~~ 42.00

SAFE AND SANE FIREWORKS

Firework Stand Permit ~~\$168.00~~ 176.40/location plus \$100.00 security deposit
 Reinspect Fee: \$42.00

SPECIAL EVENTS/ STREET CLOSURES (Parades)

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>
High	Over 500	6+ hours	21+ blocks	\$825.00 <u>866.25</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	\$330.00 <u>346.50</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	\$165.00 <u>173.25</u>
Farmers Market		Operates less than 3 hours		No Charge

USED MERCHANDISE DEALERS

Business License ~~\$200~~ 210.00
 Employee (New/Renewal) \$ ~~5.00~~ 25

6. **PARKS AND RECREATION:** Recently, a specially designed artistic niche wall for the cemetery was created, referred to as Millstone Niches, that has different size niches available as well as one prominent center space. It is intended to be at a higher price point than previous niche spaces. Additionally, they have had increased costs impacted by staff time. There are more burials during what would be considered overtime hours for staff, late afternoons and Saturdays. There are also increased part-time recreation staff costs to cover program costs; scorekeepers, referees, etc. which have impacted the proposed fees.

Niche

Forest Millstone \$3,150.00
Forest Millstone Center \$6,500.00

Opening and Closing - Full
 Adult

Weekdays to 3:00 p.m.	\$ 600.00 <u>700.00</u>
Weekdays after 3:00 p.m.	\$ 700.00 <u>850.00</u>
Saturdays	\$ 800.00 <u>950.00</u>
Holiday	\$ 850.00 <u>1,000.00</u>
Opening and Closing – Ground Cremain	
With Attendance – Weekday to 3:00 p.m.	\$ 400.00 <u>500.00</u>
With Attendance – Weekday after 3:00 p.m.	\$ 600.00 <u>700.00</u>
With Attendance – Saturday	\$ 750.00 <u>800.00</u>
With Attendance- Holiday	\$ 800.00 <u>900.00</u>

RECREATION

Activity	City Resident	Non-Resident
YOUTH:		

Softball	\$25.00 <u>40.00</u>	\$35.00 <u>50.00</u>
Basketball	\$40.00	\$45.00 <u>50.00</u>
K/1st/2nd Basketball	\$35.00 <u>40.00</u>	\$40.00 <u>50.00</u>
Sr. Boys Basketball	\$40.00	\$45.00 <u>50.00</u>
Baseball	\$25.00 <u>40.00</u>	\$35.00 <u>50.00</u>
Flag Football	\$25.00 <u>40.00</u>	\$35.00 <u>50.00</u>
Kids Craft Classes	\$50.00 <u>55.00</u>	\$50.00 <u>55.00</u>
Golf Lessons	\$50.00 <u>55.00</u>	\$55.00
Gymnastics	\$40.00	\$40.00 <u>50.00</u>
Soccer	\$25.00 <u>40.00</u>	\$35.00 <u>50.00</u>
Swim Lessons (McGrane Center)	\$55.00 <u>60.00</u>	\$55.00 <u>60.00</u>
Tennis Lessons	\$45.00 <u>55.00</u>	\$50.00 <u>55.00</u>
Basketball Camp	\$40.00 <u>55.00</u>	\$45.00 <u>55.00</u>
Volleyball Camp	\$40.00 <u>55.00</u>	\$45.00 <u>55.00</u>
Wrestling Camp	\$40.00 <u>55.00</u>	\$45.00 <u>55.00</u>
Mini Kickers	\$40.00 <u>55.00</u>	\$45.00 <u>55.00</u>

ADULT:

Tennis- Picklebal Lessons	\$45.00 <u>40.00</u>	\$55.00 <u>50.00</u>
Drop in Basketball	\$ 3.00	
Drop in Pickleball	\$ 3.00	

LEAGUE FEES:

Leagues	Flat fees
Softball	
Men/Women	\$760.00 <u>825.00</u>
Coed	\$760.00 <u>825.00</u>
Church/Seniors/	
Fall Coed	\$605.00 <u>650.00</u>
Fall Seniors	\$605.00 <u>650.00</u>
Preseason Tournament	\$100.00 <u>150.00</u>

Basketball	
Winter	\$600.00 <u>650.00</u>
Spring	\$420.00 <u>500.00</u>
OTHER FEES:	
Tournament Deposit	\$75.00 <u>500.00</u>

JEWETT HOUSE WEDDING FEES

Deposit	\$1,000.00 <u>1,200.00</u>
Wedding and Event Package	\$1,000.00 <u>1,200.00</u> (4 hours)
Event Damage & Cleaning Deposit <u>Additional Hours (Weddings)</u>	\$ 300.00 <u>350.00</u>
Monitoring	\$ 15.00 <u>50.00</u> /Hour
Porta-Potty Fee	\$105.00 <u>200.00</u>

7. POLICE: These fee increases represent the overtime rate for each of the respective ranks, without ERE (Employee Related Expenses).

SECURITY/TRAFFIC CONTROL

Off-duty Patrol Officer:	\$72.00 <u>79.00</u> (2-hour minimum)
Off-duty Sergeants:	\$82.00 <u>87.00</u> (2-hour minimum)
Lieutenants:	\$95.00 <u>104.00</u> (2-hour minimum)
Processing fee per request:	\$25.00 <u>35.00</u>
Vehicle Use:	\$30.00 <u>50.00</u> /4 hours (4-hour minimum per vehicle)

8. WATER: The Department has recommended increases of less than 5%; which are more in line with costs. Additionally, they are proposing the new fee schedule in accordance with the recent fee study.

CALL OUT WATER SERVICES

Normal Working Hours:	
Special Meter Reading	\$33.00 <u>34.00</u>

~~Non-Emergency Turn On/Off~~
~~for Customer Service Line Repairs~~ ~~\$84.00~~

DELINQUENT UTILITY CHARGES

Reconnection Fee – Off Hours	\$88.00 <u>92.00</u>
Tag Fee	\$33.00 <u>34.00</u>
Overdue Backflow Assembly Test Tag Fees	\$33.00 <u>34.00</u>
Shut Off Fee	\$33.00 <u>34.00</u>

IMPROPER OPERATION OF WATER FACILITIES FEE (unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants)

- First offence: Verbal Warning
- Second offence: ~~\$53.00~~ 55.00
- Third offence: ~~\$525.00~~ 551.00 and a complaint to ~~IBOL~~ DOPL

<u>SCHEDULE 1</u>							
<u>METERED RATES</u>							
<u>Meter Size</u>	<u>Effective May 8, 2024</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>3/4"</u>	<u>\$10.33</u>	<u>\$11.22</u>	<u>\$12.18</u>	<u>\$13.23</u>	<u>\$14.37</u>	<u>\$15.60</u>	<u>\$16.95</u>
<u>1"</u>	<u>\$11.39</u>	<u>\$12.37</u>	<u>\$13.43</u>	<u>\$14.59</u>	<u>\$15.84</u>	<u>\$17.21</u>	<u>\$18.69</u>
<u>1-1/2"</u>	<u>\$12.74</u>	<u>\$13.84</u>	<u>\$15.03</u>	<u>\$16.32</u>	<u>\$17.72</u>	<u>\$19.25</u>	<u>\$20.90</u>
<u>2"</u>	<u>\$16.57</u>	<u>\$18.00</u>	<u>\$19.54</u>	<u>\$21.22</u>	<u>\$23.05</u>	<u>\$25.03</u>	<u>\$27.18</u>
<u>3"</u>	<u>\$44.67</u>	<u>\$48.51</u>	<u>\$52.68</u>	<u>\$57.21</u>	<u>\$62.13</u>	<u>\$67.48</u>	<u>\$73.28</u>
<u>4"</u>	<u>\$55.11</u>	<u>\$59.85</u>	<u>\$65.00</u>	<u>\$70.59</u>	<u>\$76.66</u>	<u>\$83.25</u>	<u>\$90.41</u>
<u>6"</u>	<u>\$79.41</u>	<u>\$86.24</u>	<u>\$93.66</u>	<u>\$101.71</u>	<u>\$110.46</u>	<u>\$119.96</u>	<u>\$130.27</u>
<u>8"</u>	<u>\$107.18</u>	<u>\$116.40</u>	<u>\$126.41</u>	<u>\$137.28</u>	<u>\$149.08</u>	<u>\$161.91</u>	<u>\$175.83</u>
<u>10"</u>	<u>\$138.42</u>	<u>\$150.32</u>	<u>\$163.25</u>	<u>\$177.29</u>	<u>\$192.54</u>	<u>\$209.10</u>	<u>\$227.08</u>

<u>VOLUME RATES (\$/1,000 GALLONS)</u>							
<u>Class</u>	<u>Effective May 8, 2024</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>Residential (0-30 Kgals)</u>	<u>\$1.12</u>	<u>\$1.22</u>	<u>\$1.32</u>	<u>\$1.43</u>	<u>\$1.56</u>	<u>\$1.69</u>	<u>\$1.84</u>
<u>Residential (31-50 Kgals)</u>	<u>\$1.61</u>	<u>\$1.75</u>	<u>\$1.90</u>	<u>\$2.06</u>	<u>\$2.24</u>	<u>\$2.43</u>	<u>\$2.64</u>
<u>Residential (Over 50 Kgals)</u>	<u>\$2.19</u>	<u>\$2.38</u>	<u>\$2.58</u>	<u>\$2.81</u>	<u>\$3.05</u>	<u>\$3.31</u>	<u>\$3.59</u>
<u>Non-Residential Low (0-50 Kgals)</u>	<u>\$0.94</u>	<u>\$1.02</u>	<u>\$1.11</u>	<u>\$1.20</u>	<u>\$1.31</u>	<u>\$1.42</u>	<u>\$1.54</u>
<u>Non-Residential</u>	<u>\$1.96</u>	<u>\$2.13</u>	<u>\$2.31</u>	<u>\$2.51</u>	<u>\$2.73</u>	<u>\$2.96</u>	<u>\$3.22</u>

<u>Low (Over 50 Kgals)</u>							
<u>Non-Residential High</u>	<u>\$0.99</u>	<u>\$1.08</u>	<u>\$1.17</u>	<u>\$1.27</u>	<u>\$1.38</u>	<u>\$1.50</u>	<u>\$1.62</u>
<u>Irrigation (0-200 Kgals)</u>	<u>\$1.32</u>	<u>\$1.43</u>	<u>\$1.56</u>	<u>\$1.69</u>	<u>\$1.84</u>	<u>\$1.99</u>	<u>\$2.17</u>
<u>Irrigation (201-400 Kgals)</u>	<u>\$1.78</u>	<u>\$1.93</u>	<u>\$2.10</u>	<u>\$2.28</u>	<u>\$2.48</u>	<u>\$2.69</u>	<u>\$2.92</u>
<u>Irrigation (Over 400 Kgals)</u>	<u>\$2.19</u>	<u>\$2.38</u>	<u>\$2.58</u>	<u>\$2.81</u>	<u>\$3.05</u>	<u>\$3.31</u>	<u>\$3.59</u>

<u>SCHEDULE 2 WATER CAPITALIZATION FEES</u>							
<u>CAPITALIZATION FEE SCHEDULE</u>							
-	<u>Effective May 8, 2024</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>Cap Fees</u>	<u>-</u>						
<u>Meter Size:</u>	<u>-</u>						
<u>Existing Only 3/4"</u>	<u>\$3,432</u>	<u>\$4911</u>	<u>\$7367</u>	<u>\$9823</u>	<u>\$9823</u>	<u>\$9823</u>	<u>\$9823</u>
<u>1"</u>	<u>\$5,733</u>	<u>\$8202</u>	<u>\$12303</u>	<u>\$16404</u>	<u>\$16404</u>	<u>\$16404</u>	<u>\$16404</u>
<u>Service Size:</u>							
<u>Existing Only 1-1/2"</u>	<u>\$11,429</u>	<u>\$16354</u>	<u>\$24532</u>	<u>\$32709</u>	<u>\$32709</u>	<u>\$32709</u>	<u>\$32709</u>
<u>2"</u>	<u>\$18,294</u>	<u>\$26177</u>	<u>\$39265</u>	<u>\$52354</u>	<u>\$52354</u>	<u>\$52354</u>	<u>\$52354</u>
<u>Existing Only 3"</u>	<u>\$36,622</u>	<u>\$52403</u>	<u>\$78605</u>	<u>\$104806</u>	<u>\$104806</u>	<u>\$104806</u>	<u>\$104806</u>
<u>4"</u>	<u>\$57,216</u>	<u>\$81871</u>	<u>\$122806</u>	<u>\$163741</u>	<u>\$163741</u>	<u>\$163741</u>	<u>\$163741</u>
<u>6"</u>	<u>\$114,365</u>	<u>\$163692</u>	<u>\$245538</u>	<u>\$327384</u>	<u>\$327384</u>	<u>\$327384</u>	<u>\$327384</u>
<u>8"</u>	<u>\$183,040</u>	<u>\$261917</u>	<u>\$392876</u>	<u>\$523834</u>	<u>\$523834</u>	<u>\$523834</u>	<u>\$523834</u>
<u>10"</u>	<u>\$263,146</u>	<u>\$376546</u>	<u>\$564819</u>	<u>\$753092</u>	<u>\$753092</u>	<u>\$753092</u>	<u>\$753092</u>

Service size(s) ~~& meter size(s)~~ must be indicated in order to process permit applications. Fees to be paid at the time of building permit issuance.

~~Any structure designed to house one family shall be defined as a "dwelling unit." Any structure designed to house more than one family, or any facility with one meter which is used to provide service to more than one structure will be assessed the capitalization fee of the greater of either \$360.00 per dwelling unit, or the capitalization fee of the installed meter.~~

~~Capitalization fee for a mobile home park, where water service is provided by a master meter, will be assessed on the higher cost of either \$360.00 per unit, or the capitalization cost of the installed meter. Mobile home parks or subdivisions with individual metered services will be assessed the capitalization fee for each meter size installed for each unit.~~

PRIVATE FIRE LINE RATES

Applicability: To all customers who have private fire hydrants, fire sprinkler systems and/or inside hose connections for firefighting purposes.

Monthly Rates: For unmetered service through a separate line for firefighting purposes:

<u>SERVICE SIZE</u>		<u>MONTHLY RATE</u>					
1.5" or smaller		\$6.77					
2"		\$6.77					
3"		\$6.77					
4"		\$9.02					
6"		\$13.50					
8"		\$18.01					
10"		\$22.50					
12"		\$27.05					

<u>SERVICE SIZE</u>	<u>CURRENT MONTHLY RATE</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
1.5" or smaller	\$6.77	\$7.35	\$7.98	\$8.67	\$9.42	\$10.23	\$11.11
2"	\$6.77	\$7.35	\$7.98	\$8.67	\$9.42	\$10.23	\$11.11
3"	\$6.77	\$7.35	\$7.98	\$8.67	\$9.42	\$10.23	\$11.11
4"	\$9.02	\$9.80	\$10.64	\$11.55	\$12.55	\$13.63	\$14.80
6"	\$13.50	\$14.66	\$15.92	\$17.29	\$18.78	\$20.39	\$22.15
8"	\$18.01	\$19.56	\$21.24	\$23.07	\$25.05	\$27.21	\$29.55
10"	\$22.50	\$24.44	\$26.54	\$28.82	\$31.30	\$33.99	\$36.91
12"	\$27.05	\$29.38	\$31.90	\$34.65	\$37.63	\$40.86	\$44.38

PRIVATE FIRE LINES CAPITALIZATION FEES

Applies to all customers who have sprinkler systems and/or inside hose connections for firefighting purposes.

For unmetered service through a separate line for firefighting purposes, the following cap fees shall apply:

SERVICE SIZE ————— CAPITALIZATION FEE
3 or smaller ————— \$497

4"	\$993
6 "	\$1,985
8"	\$2,976
10"	\$4,960
12"	\$6,201

<u>SERVICE SIZE</u>	<u>CURRENT CAPITALIZATION FEE</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>3" or smaller</u>	<u>\$497</u>	<u>\$540.00</u>	<u>\$586.00</u>	<u>\$636.00</u>	<u>\$691.00</u>	<u>\$750.00</u>	<u>\$815.00</u>
<u>4"</u>	<u>\$993</u>	<u>\$1,078.00</u>	<u>\$1,171.00</u>	<u>\$1,272.00</u>	<u>\$1,381.00</u>	<u>\$1,500.00</u>	<u>\$1,629.00</u>
<u>6"</u>	<u>\$1985</u>	<u>\$2,156.00</u>	<u>\$2,341.00</u>	<u>\$2,542.00</u>	<u>\$2,761.00</u>	<u>\$2,998.00</u>	<u>\$3,256.00</u>
<u>8"</u>	<u>\$2976</u>	<u>\$3,232.00</u>	<u>\$3,510.00</u>	<u>\$3,812.00</u>	<u>\$4,140.00</u>	<u>\$4,496.00</u>	<u>\$4,883.00</u>
<u>10"</u>	<u>\$4960</u>	<u>\$5,387.00</u>	<u>\$5,850.00</u>	<u>\$6,353.00</u>	<u>\$6,899.00</u>	<u>\$7,492.00</u>	<u>\$8,136.00</u>
<u>12"</u>	<u>\$6201</u>	<u>\$6,734.00</u>	<u>\$7,313.00</u>	<u>\$7,942.00</u>	<u>\$8,625.00</u>	<u>\$9,367.00</u>	<u>\$10,173.00</u>

Endpoint fee = ~~\$188.00~~ 197.00 for all services (whether city installed or not).

If an existing sidewalk panel must be removed, where no additional sidewalk installation will take place, an additional panel replacement fee of ~~\$500~~ \$1,000.00 or actual cost may be charged.

FINANCIAL: The fees are intended to cover City costs and are reasonably related to, but do not exceed, the actual cost of the service being rendered.


DECISION POINT/RECOMMENDATION: Council should approve fee amendments as proposed by the Building, Finance, Fire, Library, Municipal Services, and Parks and Recreation, Police, and Water Departments.



1

Fee Increases

Pursuant to Idaho Code 63-1311A: New fees and increases in excess of 5% must be approved by a Resolution and a Public Hearing.

A small version of the City of Coeur d'Alene logo is located in the bottom right corner of the slide. It includes the stylized mountain, tree, and sun/moon graphic, along with the text 'City of Coeur d'Alene IDAHO'.

2

BUILDING

- ▶ Increase in fees related to an inspector's hourly wage has been increased to reflect the hourly rate, benefits, and overtime if applicable to be \$70.00 or \$90.00.
- ▶ Several clarifications were made regarding mechanical, and demolition permits and associated stormwater and plumbing fees.
- ▶ Increase fees for manufacture home setting permits, includes deck/landing up to 20 sq. ft.
- ▶ "Change of Occupancy" requests have increased and involve several departments, fee reflects the additional costs.
- ▶ New fee for temporary Certificates of Occupancy

Note: The City of Post Falls and Hayden fee schedules were used for comparison. The increases are comparable to the neighboring jurisdictions.



3

FINANCE

- ▶ Proposed increase to all garbage rates to keep in line with increased costs.
- ▶ Proposed 5% annual increase to street lighting fees over the next two years.

FIRE

- ▶ General Inspection and operational permit fee based on fully loaded wage rates.
- ▶ Daycare inspections required by the state, which were previously covered under the city license. A new fee needed to be established.



4

LIBRARY

- ▶ Janitorial fee to be in line with actual costs.

MUNICIPAL SERVICES

- ▶ Business Licenses and permits are being raised 5% to cover additional staffing costs.
- ▶ Door to Door Solicitation licenses has not increased since 2019, the proposed increase is equal to a rate of 5% annually.
- ▶ Special Events has a 5% increase built in; however, staff will be meeting to discuss how to best organize those rates soon and may come back with additional recommendations based on types of events.



5

PARKS AND RECREATION

- ▶ New Artistic Niche rates
- ▶ Cemetery fees increased based on staff costs.
- ▶ There are also increased part-time recreation staff costs to cover program costs; scorekeepers, referees, etc. which have impacted the proposed recreation related fees.
- ▶ Jewett House Wedding Fees increased

POLICE

- ▶ Security/Traffic Control Fees increased based on staffing costs.



6

WATER

- ▶ Fees have been adjusted to reflect actual costs. Some increases are less than 5%, but are reflected as a method of tracking the fees. Other increases are based on staffing costs.
- ▶ In accordance with the recent fee study, new rates and capitalization fees through 2030 are being proposed. A current study of tiered rates is being conducted and will be brought forward at a later date.
- ▶ Wording regarding dwelling structure and mobile home park capitalization fees has been removed as it is no longer needed.



7

COUNCIL MEETING DECISION

- ▶ Accept Public Comments
- ▶ Approve Resolution No. 25-037; Approving fee amendment as proposed within Building, Finance, Fire, Library, Municipal Services, and Parks and Recreation, Police, and Water Departments.



8

RESOLUTION NO. 25-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES FOR SERVICES PURSUANT TO IDAHO CODE §§ 63-1311 AND 63-1311A.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees for services are necessary, all as set forth in the attached Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the proposed fees are reasonably related to, and do not exceed, the actual cost of the services rendered; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees shall be established.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the fees, as set forth in the attached Exhibit "A," are hereby adopted, effective immediately.

DATED this 15th day of July, 2025.

Woody McEvers, 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 GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

HISTORY: The City is required to hold a public hearing for any proposed fee increase in excess of five percent (5%) pursuant to Idaho Code § 63-1311A. In addition, Idaho Code § 63-1311 provides that all fees for service shall be reasonably related to, but shall not exceed, the actual cost of the service being rendered. While some of the fees listed below are increasing less than 5%, are simply being clarified, and/or are being removed entirely, and therefore are not required to be included in the public hearing, it is Staff's desire to keep all changes together for ease of tracking. The following is an explanation of the changes for each department and the proposed fees. *Please note that crossed out items are being deleted while underlined items are the proposed fees and text. All other fees not referenced will remain the same.*

1. **BUILDING:** The cost change for outside normal business hours includes the cost of the inspector's hourly wage (including benefits) with overtime and some overhead to equal the rate of \$90.00. The hourly rate change from \$55.00 to \$70.00 per hour is increased to cover fully loaded wage rate and some overhead costs. Several clarification items are included that do not include a fee increase, such as the transfer of a permit applies to only building permits. Mechanical and plumbing permits are non-transferable when issued directly to the licensed trade contractor. A contractor may apply for a refund on the original issued permit if they are not doing the work. Additionally, clarification was added to the demolition permit fee that plumbing and stormwater fees also apply. Manufactured home setting permits increased to cover the cost of inspections. There are typically three inspections per manufactured home setting. Four trips for a double wide. Language added to clarify that up to 20 sq. ft. deck or landing is allowed to be installed at the required exit doors without additional building permits. Change of Occupancy permit added as a separate line item to the fee schedule with a minimum fee. A review is required by multiple city departments. Inspections by the building and fire departments are required prior to occupancy. A new fee is proposed for the issuance of a temporary certificate of occupancy, as it requires additional staff time to process. Amendments and clarifications to the mechanical permit fee schedule and to change mechanical review fees to match the building review fees. Moving permit fee increased from \$60 to \$150 to cover the cost for processing, inspections, and coordination with Fire, Police, and Street departments. This fee has not been adjusted in over 20 years. The city of Post Falls and Hayden fee schedules were used for comparison. The increases are comparable to the neighboring jurisdictions.

BUILDING PERMIT FEES	
<i>Table 2-A</i>	
<u>Other Inspections and Fee</u>	
Inspections outside of normal business hours	(Min. charge – 2 hours) \$55.00 <u>90.00</u> /hour
Re-inspection fees	<u>(Min. charge 1 hour)</u> \$55.00 <u>70.00</u> /hour
Inspections for which no fee is specifically indicated	(Min. charge – ½ <u>1</u> hour) \$55.00 <u>70.00</u> /hour

Additional plan review required by new submissions, changes, additions or revisions to plan	(Min. charge – ½ hour) \$55.00 <u>70.00</u> /hour
Transfer of <u>building</u> permit	\$40.00
Permit extension	\$55.00 <u>70.00</u>
<u>Change of Occupancy Permit with issuance of new Certificate of Occupancy (without a building permit)</u>	<u>Building permit fee calculation Table 1-A, plus \$40 processing fee.</u> <u>Minimum permit fee - \$150.00</u>
<u>Issuance of a Temporary Certificate of Occupancy</u>	<u>Residential: \$150.00</u> <u>Commercial: \$250.00</u>
<u>Demolition Permits</u>	
Demolition (Residential)	\$70.00 <u>plus Plumbing and Stormwater fees</u>
Demolition (Commercial)	\$110.00 <u>plus Plumbing and Stormwater fees</u>
<u>Manufactured Home/Setting Permit</u>	
Standard Setting <u>(includes installation fo deck/landings up to 20 sq. ft. plus stairs at the required exit doors)</u>	\$120 <u>150.00</u> /Single Wide \$185 <u>200.00</u> /Double Wide
BUILDING Table No. 3-A	
<u>Mechanical Permit Fees</u>	
<u>Other Inspections and Fees</u>	
Inspections outside of normal business hours	(Min. charge – 2 hours) * \$55.00 <u>90.00</u> /hour
Re-inspection fees assessed	\$55.00 <u>70.00</u> /hour one-hour minimum
Inspections for which no fee is specifically indicated	(Min. charge – ½ <u>1</u> hour) \$55.00 <u>70.00</u> /hour
Additional plan review required by new submissions, changes, additions or revisions	(Min. charge – 1/2hour) \$55.00 <u>70.00</u> /hour

MECHANICAL PERMIT FEES

TABLE NO. 3-A

1. For the issuance of each permit \$40.00
2. For issuing each supplemental permit \$40.00

Unit Fee Schedule

	Quantity	Amount
Processing Fee	1	\$40.00
Gas Log/ <u>gas fireplace</u>		x 18
<u>Gas Appliance Vent (vent only)</u>		<u>X10</u>

Mobile Manufactured Home Gas Hook-up		x 18
Gas Range (Residential)		x 10 8
Radiant Heat # of Zones (in addition to boiler)		x 8
Woodstove/ Solid Fuel Insert		x 22
Mechanical Plan Review Fee	25% of mechanical permit fee (Min. imum of charge ½ hour \$55.00 70.00)	

PLUMBING, SEWER & WATER PERMIT

Plumbing Processing Fee \$40.00 + \$10.00/fixture

Mobile Home W/S Hook-up	
Pressure Reducing Valve (PRV)	
PROCESSING FEE	\$40.00
Commercial Plan Check Fee	65% of permit fee (minimum \$55.00 70.00)

PLAN REVIEW FEES

Review fees after permit issuance -~~\$55.00~~70.00 per hour (1/2 hour minimum)

MISC. PERMIT

Moving ~~\$60.00~~150.00 plus demolition permit of foundation

2. **FINANCE:** Additionally, Staff is requesting an annual 5% increase in street lighting through 2026 and increases to the Garbage/Solid waste collection rates to keep them in line with increased costs.

STREET LIGHTING

Fees:

\$3.99/Month (Effective April 1, 2027)

\$4.19/Month (Effective April 1, 2028)

\$4.40/Month (Effective April 1, 2029)

GARBAGE/SOLID WASTE COLLECTION

<u>CITY OF CDA PRICING - EFFECTIVE</u>		
SERVICE	City Rate	Proposed
TOTERS & EXTRAS	Current	Rate
RESIDENTIAL SERVICES	-	
35G RES 1XWK-TRASH REMOVAL	\$9.05	\$9.50
64G RES 1XWK-TRASH REMOVAL	\$10.20	\$10.71
96G RES 1XWK-TRASH REMOVAL	\$11.05	\$11.60
TOTER OVERLOAD-TRASH REMOVAL	\$2.20	\$2.31
TRASH ADDITIONAL-TRASH REMOVAL	\$2.20	\$2.31
	-	
RECYCLE EXTRAS-RECYCLING	\$2.20	\$2.31
RECYCLE OVERLOAD-RECYCLING	\$2.20	\$2.31
64G RES RECYCLE EOW (2nd Bin)	\$7.10	\$7.46
	-	
CALL BACK	\$6.90	\$7.25
PACKOUT SERVICE	-	
	-	
COMMERCIAL SERVICES	-	
Comm Trash Overload	\$2.20	\$2.31
Comm Trash Additional	\$2.20	\$2.31
EXTRA YARD-TRASH REMOVAL	\$9.50	\$9.98
LOCK REPLACEMENT-LOCK REPLACEMENT	\$21.85	\$22.94
MAKE LOCKABLE-TRASH REMOVAL	\$51.00	\$53.55
TIME/PER MINUTE-HOURLY	\$2.95	\$3.10
OVERWEIGHT - PER #	\$0.15	\$0.16
FIGHTING CREEK	\$230.00	\$241.50
	-	
32G COMM 1XWK-TRASH REMOVAL	\$8.75	\$9.19
	-	

2- 35 1xwk- Trash Removal	\$17.50	\$18.38
5- 35 1xwk- Trash Removal	\$43.70	\$45.89
6- 35 1xwk- Trash Removal	\$52.45	\$55.07
35G COMM 1XWK-TRASH REMOVAL	\$8.75	\$9.19
35G COMM 2XWK-TRASH REMOVAL	\$16.05	\$16.85
35G RENTAL COMM-RENTAL	\$3.65	\$3.83
	-	
64G COMM 1XWK-TRASH REMOVAL	\$14.60	\$15.33
64G COMM 2XWK-TRASH REMOVAL	\$22.05	\$23.15
64G RENTAL COMM-RENTAL	\$3.65	\$3.83
	-	
1- 96 1xwk- Trash Removal	\$24.80	\$26.04
2- 96 1xwk- Trash Removal	\$49.55	\$52.03
3- 96 1xwk- Trash Removal	\$74.30	\$78.02
4- 96 1xwk- Trash Removal	\$99.10	\$104.06
5- 96 1xwk- Trash Removal	\$123.85	\$130.04
6- 96 1xwk- Trash Removal	\$148.65	\$156.08
7- 96 1xwk- Trash Removal	\$173.40	\$182.07
96G COMM 1XWK-TRASH REMOVAL	\$24.80	\$26.04
96G COMM 2XWK-TRASH REMOVAL	\$32.05	\$33.65
96G COMM 3XWK-TRASH REMOVAL	\$74.30	\$78.02
96G RENTAL COMM-RENTAL	\$3.65	\$3.83
	-	
1- 3YD DUMPSTERS	-	
1YD COMM RENT	\$4.50	\$4.73
1YD FL & RL DELIVERY	\$51.00	\$53.55
1YD FL & RL 1XWK-TRASH REMOVAL	\$21.90	\$23.00
1YD FL & RL 2XWK-TRASH REMOVAL	\$66.85	\$70.19
1YD FL & RL 3XWK-TRASH REMOVAL	\$111.75	\$117.34
1YD FL & RL 4XWK-TRASH REMOVAL	\$156.70	\$164.54
1YD FL & RL 5XWK-TRASH REMOVAL	\$201.60	\$211.68
1YD FL & RL EXTRA PICKUP	\$7.35	\$7.72
4 1yds 2xwk	\$267.30	\$280.67
	-	
1.5YD COMM RENT	\$5.50	\$5.78
1.5YD FL & RL DELIVERY	\$51.00	\$53.55
1.5YD FL & RL 1XWK-TRASH REMOVAL	\$31.10	\$32.66

1.5YD FL & RL 2XWK-TRASH REMOVAL	\$78.75	\$82.69
1.5YD FL & RL 3XWK-TRASH REMOVAL	\$126.45	\$132.77
1.5YD FL & RL EXTRA PICKUP	\$9.60	\$10.08
1.5yd 1xwk- Trash Removal	\$62.20	\$65.31
	-	
2YD COMM RENT	\$7.35	\$7.72
2YD FL & RL DELIVERY	\$51.00	\$53.55
2YD FL & RL 1XWK-TRASH REMOVAL	\$38.00	\$39.90
2YD FL & RL 2XWK-TRASH REMOVAL	\$87.60	\$91.98
2YD FL & RL 3XWK-TRASH REMOVAL	\$137.30	\$144.17
2YD FL & RL 4XWK-TRASH REMOVAL	\$186.95	\$196.30
2YD FL & RL 5XWK-TRASH REMOVAL	\$233.50	\$245.18
2YD FL & RL EXTRA PICKUP	\$15.30	\$16.07
2yd Temp on call	\$15.30	\$16.07
2yd on call	\$15.30	\$16.07
2 2yd 1xwk- Trash removal	\$75.95	\$79.75
2 2yd 3xwk- Trash removal	\$274.55	\$288.28
3 2yd 1xwk- Trash removal	\$113.90	\$119.60
3 2yd 3xwk- Trash removal	\$411.85	\$432.44
4 2yd 3xwk- Trash removal	\$549.10	\$576.56
	-	
3YD FL COMM RENT	\$9.80	\$10.29
3YD FL DELIVERY	\$51.00	\$53.55
3YD FL & RL 1XWK-TRASH REMOVAL	\$56.50	\$59.33
3YD FL & RL 2XWK-TRASH REMOVAL	\$111.70	\$117.29
3YD FL & RL 3XWK-TRASH REMOVAL	\$166.70	\$175.04
3YD FL & RL 4XWK-TRASH REMOVAL	\$222.15	\$233.26
3YD FL & RL 5XWK-TRASH REMOVAL	\$277.35	\$291.22
3YD FL EXTRA PICKUP	\$23.35	\$24.52
3YD Temp on call	\$23.35	\$24.52
2 3yd 3xwk- Trash removal	\$333.35	\$350.02
3 3yd 2xwk- Trash removal	\$335.05	\$351.80
	-	
4-8YD DUMPSTERS	-	
4YD COMMERCIAL RENT	\$12.15	\$12.76
4YD FL DELIVERY	\$51.00	\$53.55
4YD FL & RL 1XWK-TRASH REMOVAL	\$68.10	\$71.51

4YD FL & RL 2XWK-TRASH REMOVAL	\$126.60	\$132.93
4YD FL & RL 3XWK-TRASH REMOVAL	\$185.10	\$194.36
4YD FL & RL 4XWK-TRASH REMOVAL	\$243.60	\$255.78
4YD FL & RL 5XWK-TRASH REMOVAL	\$302.10	\$317.21
4YD FL EXTRA PICKUP	\$29.15	\$30.61
4yd temp on call	\$29.15	\$30.61
4yd on call	\$29.15	\$30.61
2 4yd 1xwk- Trash Removal	\$136.20	\$143.01
	-	
6YD COMM RENT	\$19.45	\$20.42
6YD FL & RL DELIVERY	\$51.00	\$53.55
6YD FL 1XWK-TRASH REMOVAL	\$89.50	\$93.98
6YD FL 2XWK-TRASH REMOVAL	\$154.45	\$162.17
6YD FL 3XWK-TRASH REMOVAL	\$219.35	\$230.32
6YD FL 4XWK-TRASH REMOVAL	\$284.30	\$298.52
6YD FL 5XWK-TRASH REMOVAL	\$349.25	\$366.71
6YD FL EXTRA PICKUP/ PER DUMP OC	\$37.90	\$39.80
6yd Temp on call	\$37.90	\$39.80
6yd on call	\$37.90	\$39.80
	-	
8YD FL COMM RENT	\$24.75	\$25.99
8YD FL DELIVERY	\$51.00	\$53.55
8YD FL 1XWK-TRASH REMOVAL	\$116.80	\$122.64
8YD FL 2XWK-TRASH REMOVAL	\$190.15	\$199.66
8YD FL 3XWK-TRASH REMOVAL	\$263.60	\$276.78
8YD FL 4XWK-TRASH REMOVAL	\$337.00	\$353.85
8YD FL 5XWK-TRASH REMOVAL	\$410.45	\$430.97
8YD FL EXTRA PICKUP	\$58.30	\$61.22
8yd Temp on call	\$58.30	\$61.22
8yd on call	\$58.30	\$61.22
4 8yd 1xwk- Trash Removal	\$467.05	\$490.40
4 8yd 2xwk- Trash Removal	\$760.60	\$798.63
	-	
20- 30YD DUMPSTERS	-	
20YD DELIVERY	\$87.30	\$91.67
20YD TEMP RENT	\$182.15	\$191.26
20YD COMM RENT PERM	\$128.90	\$135.35

20yd comm rent perm	\$128.90	\$135.35
20YD EMPTY & RETURN	\$218.55	\$229.48
20YD DUMP/RMV	\$218.55	\$229.48
	-	
25YD RENT PERM	\$128.90	\$135.35
25YD EMPTY & RETURN	\$218.55	\$229.48
	-	
30YD DELIVERY	\$87.30	\$91.67
30YD TEMP RENT-RENTAL	\$182.15	\$191.26
30YD COMM PERMANENT RENT	\$128.90	\$135.35
30YD 1X WEEK	\$627.75	\$659.14
30YD 2X WEEK	\$1,225.50	\$1,286.78
30YD EMPTY & RETURN	\$218.55	\$229.48
30YD DUMP/RMV-HAULING FEE	\$218.55	\$229.48
30YD TRIP FEE (RETURN TRIP)	\$86.10	\$90.41
	-	
COMPACTORS	-	
1.5yd compactor 1xwk- Hauling Fee	\$123.15	\$129.31
	-	
2YD COMPACTOR 1XW-HAULING FEE	\$165.35	\$173.62
2YD COMPACTOR HAULING FEE	\$47.40	\$49.77
2yd comp 2xwk- Hauling fee	\$330.70	\$347.24
	-	
3YD COMPACTOR 1XWK-HAULING FEE	\$245.80	\$258.09
3YD COMPACTOR-HAULING FEE	\$71.00	\$74.55
	-	
5YD COMPACTOR 1XWK	\$409.60	\$430.08
	-	
6YD COMPACTOR 2XWK	\$1,004.40	\$1,054.62
6yd Compactor 3XWK	\$1,506.55	\$1,581.88
	-	
4YD COMPACTOR 1XW-HAULING FEE	\$330.75	\$347.29
4YD COMPACTOR 2XW-HAULING FEE	\$661.50	\$694.58
4YD COMPACTOR 3XW-HAULING FEE	\$992.20	\$1,041.81
4YD COMPACTOR-HAULING FEE	\$96.15	\$100.96
	-	
15YD COMP HAUL	\$218.55	\$229.48

15YD COMPACTOR 1XWK - HAULING FEE	\$722.70	\$798.63
	-	
20YD COMPACTOR- HAULING FEE	\$284.10	\$298.31
20YD COMPACTOR 1XW- HAULING FEE	\$967.80	\$1,016.19
20YD COMPACTOR 2XW- HAULING FEE	\$1,935.55	\$2,032.33
20YD COMPACTOR 3XW-HAULING FEE	\$2,294.25	\$2,408.96
	-	
25YD COMP HAUL	\$354.50	\$372.23
25YD COMP 1XWK	\$1,204.50	\$1,264.73
	-	
30YD COMP HAUL	\$422.50	\$443.63
30Y COMPACTOR 1XWK-HAULING FEE	\$1,258.90	\$1,321.85
30Y COMPACTOR 3XWK-HAULING FEE	\$3,776.70	\$3,965.54
	-	
40Y COMPACTOR 1XWK-HAULING FEE	\$1,927.25	\$2,023.61
40Y COMPACTOR-HAULING FEE	\$575.50	\$604.28
	-	
CLEANING & SANITIZING	-	
1YD CONTAINER	\$71.50	\$75.08
1.5 YD CONTAINER	\$78.95	\$82.90
2YD CONTAINER	\$78.95	\$82.90
3YD CONTAINER	\$84.50	\$88.73
4YD CONTAINER	\$92.20	\$96.81
6YD CONTAINER	\$113.40	\$119.07
8YD CONTAINER	\$143.55	\$150.73
15YD CONTAINER	\$247.00	\$259.35
20YD CONTAINER	\$247.00	\$259.35
25YD CONTAINER	\$266.50	\$279.83
30YD CONTAINER	\$331.50	\$348.08
40YD CONTAINER	\$396.50	\$416.33
	-	
ALL SHORT TERM TEMP CONTAINERS SIZE 1YD TO 8YD	-	
1YD THRU 8 YD DELIVERY	\$56.75	\$59.59
1YD THRU 8 YD MONTHLY RENT	\$56.75	\$59.59
1YD THUR 8YD PER HAUL	\$56.75	\$59.59

3. **FIRE:** The Fire Department does not have a general Inspection/Operational Permit Fee. More inspections are being requested/required by the state for certain businesses, such as childcare facilities. Operational permits are identified in the IFC (fire code) and a fee needs to be established to cover costs.

- General Inspections/Operational Permit Fee: \$84.00/hour
- Daycare Inspections: \$25.00

4. **LIBRARY:** The Library has requested a fee increase for the janitorial fee to be more in line with actual costs.

Janitorial fee ~~\$20.00~~ 30.00

5. **MUNICIPAL SERVICE:** The department is reflecting a 5% increase in the proposed fees to cover additional staff costs. After the annual review of fees, it was determined that many of the City's expenses, such as staffing and printing, have increased between 5% and 10% without a corresponding increase in the fees charged. In an effort to keep fees reasonable, while assisting with City expenses, Staff is recommending that certain fees related to licenses be increased by 5%. Please note that a full review of special event fees is still being conducted and will be brought forward independently.

DETECTIVE AGENCY/SECURITY AGENT

Detective Agency/Merchant Police Agency	\$63.00 <u>66.15</u>
Detective/Merchant Police Employee	\$31.50 <u>33.08</u>

DOOR TO DOOR SOLICITATION

Business License	\$62.50 <u>84.00</u>
------------------	---------------------------------

FOOD COURT LICENSE

Food Court License:	\$63.00 <u>66.15</u>
Fire Inspection Fee	\$42.00 <u>44.10</u>
Food Court License Annual Renewal:	\$52.50 <u>55.13</u>

(R 24-040, 17-005)

MOBILE VENDOR

Mobile Vendor Permit:	\$157.50 <u>165.38</u>
Mobile Vendor Annual Renewal:	\$50.00 <u>52.50</u>

OUTDOOR EATING FACILITY

Sidewalk Encroachment Permit	\$131.25 <u>137.81</u>
------------------------------	-----------------------------------

HOME OCCUPATION

Home Occupation Certificates	\$52.50 <u>55.13</u>
Renewal Certificates	\$26.25 <u>27.56</u>

MASSAGE THERAPY/FACILITY

Massage Facility, New ~~\$126.00~~ 132.30
 Massage Facility, Renewal ~~\$63.00~~ 66.15

KENNEL LICENSE

Annual Kennel License Fee ~~\$40.00~~ 42.00

SAFE AND SANE FIREWORKS

Firework Stand Permit ~~\$168.00~~ 176.40/location plus \$100.00 security deposit
 Reinspect Fee: \$42.00

SPECIAL EVENTS/ STREET CLOSURES (Parades)

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>	<u>Fee</u>
High	Over 500	6+ hours	21+ blocks	\$825.00 <u>866.25</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	\$330.00 <u>346.50</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	\$165.00 <u>173.25</u>
Farmers Market		Operates less than 3 hours		No Charge

USED MERCHANDISE DEALERS

Business License ~~\$200~~ 210.00
 Employee (New/Renewal) \$ ~~5.00~~ 25

6. **PARKS AND RECREATION:** Recently, a specially designed artistic niche wall for the cemetery was created, referred to as Millstone Niches, that has different size niches available as well as one prominent center space. It is intended to be at a higher price point than previous niche spaces. Additionally, they have had increased costs impacted by staff time. There are more burials during what would be considered overtime hours for staff, late afternoons and Saturdays. There are also increased part-time recreation staff costs to cover program costs; scorekeepers, referees, etc. which have impacted the proposed fees.

Niche

Forest Millstone \$3,150.00
Forest Millstone Center \$6,500.00

Opening and Closing - Full

AdultWeekdays to 3:00 p.m. \$ ~~600.00~~ 700.00Weekdays after 3:00 p.m. \$ ~~700.00~~ 850.00Saturdays \$ ~~800.00~~ 950.00Holiday \$ ~~850.00~~ 1,000.00**Opening and Closing – Ground Cremain**With Attendance – Weekday to 3:00 p.m. \$ ~~400.00~~ 500.00With Attendance – Weekday after 3:00 p.m. \$ ~~600.00~~ 700.00With Attendance – Saturday \$ ~~750.00~~ 800.00With Attendance- Holiday \$ ~~800.00~~ 900.00**RECREATION****Activity****City Resident****Non-Resident****YOUTH:**Softball ~~\$25.00~~ 40.00 ~~\$35.00~~ 50.00Basketball \$40.00 ~~\$45.00~~ 50.00K/1st/2nd Basketball ~~\$35.00~~ 40.00 ~~\$40.00~~ 50.00Sr. Boys Basketball \$40.00 ~~\$45.00~~ 50.00Baseball ~~\$25.00~~ 40.00 ~~\$35.00~~ 50.00Flag Football ~~\$25.00~~ 40.00 ~~\$35.00~~ 50.00Kids Craft Classes ~~\$50.00~~ 55.00 ~~\$50.00~~ 55.00Golf Lessons ~~\$50.00~~ 55.00 \$55.00Gymnastics \$40.00 ~~\$40.00~~ 50.00Soccer ~~\$25.00~~ 40.00 ~~\$35.00~~ 50.00Swim Lessons (McGrane Center) ~~\$55.00~~ 60.00 ~~\$55.00~~ 60.00Tennis Lessons ~~\$45.00~~ 55.00 ~~\$50.00~~ 55.00Basketball Camp ~~\$40.00~~ 55.00 ~~\$45.00~~ 55.00Volleyball Camp ~~\$40.00~~ 55.00 ~~\$45.00~~ 55.00Wrestling Camp ~~\$40.00~~ 55.00 ~~\$45.00~~ 55.00Mini Kickers ~~\$40.00~~ 55.00 ~~\$45.00~~ 55.00**ADULT:**~~Tennis- Picklebal~~ Lessons ~~\$45.00~~ 40.00 ~~\$55.00~~ 50.00

Drop in Basketball \$ 3.00

Drop in Pickleball \$ 3.00

LEAGUE FEES:

Leagues Flat fees

Softball

Men/Women ~~\$760.00~~ 825.00Coed ~~\$760.00~~ 825.00

Church/Seniors/

Fall Coed ~~\$605.00~~ 650.00Fall Seniors ~~\$605.00~~ 650.00Preseason Tournament ~~\$100.00~~ 150.00

Basketball	
Winter	\$600.00 <u>650.00</u>
Spring	\$420.00 <u>500.00</u>
OTHER FEES:	
Tournament Deposit	\$75.00 <u>500.00</u>

JEWETT HOUSE WEDDING FEES

Deposit	\$1,000.00 <u>1,200.00</u>
Wedding and Event Package	\$1,000.00 <u>1,200.00</u> (4 hours)
Event Damage & Cleaning Deposit Additional Hours (Weddings)	\$ 300.00 <u>350.00</u>
Monitoring	\$ 15.00 <u>50.00</u> /Hour
Porta-Potty Fee	\$105.00 <u>200.00</u>

7. POLICE: These fee increases represent the overtime rate for each of the respective ranks, without ERE (Employee Related Expenses).

SECURITY/TRAFFIC CONTROL

Off-duty Patrol Officer:	\$72.00 <u>79.00</u> (2-hour minimum)
Off-duty Sergeants:	\$82.00 <u>87.00</u> (2-hour minimum)
Lieutenants:	\$95.00 <u>104.00</u> (2-hour minimum)
Processing fee per request:	\$25.00 <u>35.00</u>
Vehicle Use:	\$30.00 <u>50.00</u> /4 hours (4-hour minimum per vehicle)

8. WATER: The Department has recommended increases of less than 5%; which are more in line with costs. Additionally, they are proposing the new fee schedule in accordance with the recent fee study.

CALL OUT WATER SERVICES

Normal Working Hours:	
Special Meter Reading	\$33.00 <u>34.00</u>

~~Non-Emergency Turn On/Off~~
~~for Customer Service Line Repairs~~ ~~\$84.00~~

DELINQUENT UTILITY CHARGES

Reconnection Fee – Off Hours	\$88.00 <u>92.00</u>
Tag Fee	\$33.00 <u>34.00</u>
Overdue Backflow Assembly Test Tag Fees	\$33.00 <u>34.00</u>
Shut Off Fee	\$33.00 <u>34.00</u>

IMPROPER OPERATION OF WATER FACILITIES FEE (unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants)

- First offence: Verbal Warning
- Second offence: ~~\$53.00~~ \$55.00
- Third offence: ~~\$525.00~~ \$551.00 and a complaint to ~~IBOL~~ DOPL

<u>SCHEDULE 1</u>							
<u>METERED RATES</u>							
<u>Meter Size</u>	<u>Effective May 8, 2024</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>3/4"</u>	<u>\$10.33</u>	<u>\$11.22</u>	<u>\$12.18</u>	<u>\$13.23</u>	<u>\$14.37</u>	<u>\$15.60</u>	<u>\$16.95</u>
<u>1"</u>	<u>\$11.39</u>	<u>\$12.37</u>	<u>\$13.43</u>	<u>\$14.59</u>	<u>\$15.84</u>	<u>\$17.21</u>	<u>\$18.69</u>
<u>1-1/2"</u>	<u>\$12.74</u>	<u>\$13.84</u>	<u>\$15.03</u>	<u>\$16.32</u>	<u>\$17.72</u>	<u>\$19.25</u>	<u>\$20.90</u>
<u>2"</u>	<u>\$16.57</u>	<u>\$18.00</u>	<u>\$19.54</u>	<u>\$21.22</u>	<u>\$23.05</u>	<u>\$25.03</u>	<u>\$27.18</u>
<u>3"</u>	<u>\$44.67</u>	<u>\$48.51</u>	<u>\$52.68</u>	<u>\$57.21</u>	<u>\$62.13</u>	<u>\$67.48</u>	<u>\$73.28</u>
<u>4"</u>	<u>\$55.11</u>	<u>\$59.85</u>	<u>\$65.00</u>	<u>\$70.59</u>	<u>\$76.66</u>	<u>\$83.25</u>	<u>\$90.41</u>
<u>6"</u>	<u>\$79.41</u>	<u>\$86.24</u>	<u>\$93.66</u>	<u>\$101.71</u>	<u>\$110.46</u>	<u>\$119.96</u>	<u>\$130.27</u>
<u>8"</u>	<u>\$107.18</u>	<u>\$116.40</u>	<u>\$126.41</u>	<u>\$137.28</u>	<u>\$149.08</u>	<u>\$161.91</u>	<u>\$175.83</u>
<u>10"</u>	<u>\$138.42</u>	<u>\$150.32</u>	<u>\$163.25</u>	<u>\$177.29</u>	<u>\$192.54</u>	<u>\$209.10</u>	<u>\$227.08</u>

<u>VOLUME RATES (\$/1,000 GALLONS)</u>							
<u>Class</u>	<u>Effective May 8, 2024</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>Residential (0-30 Kgals)</u>	<u>\$1.12</u>	<u>\$1.22</u>	<u>\$1.32</u>	<u>\$1.43</u>	<u>\$1.56</u>	<u>\$1.69</u>	<u>\$1.84</u>
<u>Residential (31-50 Kgals)</u>	<u>\$1.61</u>	<u>\$1.75</u>	<u>\$1.90</u>	<u>\$2.06</u>	<u>\$2.24</u>	<u>\$2.43</u>	<u>\$2.64</u>
<u>Residential (Over 50 Kgals)</u>	<u>\$2.19</u>	<u>\$2.38</u>	<u>\$2.58</u>	<u>\$2.81</u>	<u>\$3.05</u>	<u>\$3.31</u>	<u>\$3.59</u>
<u>Non-Residential Low (0-50 Kgals)</u>	<u>\$0.94</u>	<u>\$1.02</u>	<u>\$1.11</u>	<u>\$1.20</u>	<u>\$1.31</u>	<u>\$1.42</u>	<u>\$1.54</u>

<u>Non-Residential Low (Over 50 Kgals)</u>	<u>\$1.96</u>	<u>\$2.13</u>	<u>\$2.31</u>	<u>\$2.51</u>	<u>\$2.73</u>	<u>\$2.96</u>	<u>\$3.22</u>
<u>Non-Residential High</u>	<u>\$0.99</u>	<u>\$1.08</u>	<u>\$1.17</u>	<u>\$1.27</u>	<u>\$1.38</u>	<u>\$1.50</u>	<u>\$1.62</u>
<u>Irrigation (0-200 Kgals)</u>	<u>\$1.32</u>	<u>\$1.43</u>	<u>\$1.56</u>	<u>\$1.69</u>	<u>\$1.84</u>	<u>\$1.99</u>	<u>\$2.17</u>
<u>Irrigation (201-400 Kgals)</u>	<u>\$1.78</u>	<u>\$1.93</u>	<u>\$2.10</u>	<u>\$2.28</u>	<u>\$2.48</u>	<u>\$2.69</u>	<u>\$2.92</u>
<u>Irrigation (Over 400 Kgals)</u>	<u>\$2.19</u>	<u>\$2.38</u>	<u>\$2.58</u>	<u>\$2.81</u>	<u>\$3.05</u>	<u>\$3.31</u>	<u>\$3.59</u>

<u>SCHEDULE 2 WATER CAPITALIZATION FEES</u>							
<u>CAPITALIZATION FEE SCHEDULE</u>							
-	<u>Effective May 8, 2024</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>Cap Fees</u>	-						
<u>Meter Size:</u>	-						
<u>Existing Only 3/4"</u>	<u>\$3,432</u>	<u>\$4911</u>	<u>\$7367</u>	<u>\$9823</u>	<u>\$9823</u>	<u>\$9823</u>	<u>\$9823</u>
<u>1"</u>	<u>\$5,733</u>	<u>\$8202</u>	<u>\$12303</u>	<u>\$16404</u>	<u>\$16404</u>	<u>\$16404</u>	<u>\$16404</u>
<u>Service Size:</u>							
<u>Existing Only 1-1/2"</u>	<u>\$11,429</u>	<u>\$16354</u>	<u>\$24532</u>	<u>\$32709</u>	<u>\$32709</u>	<u>\$32709</u>	<u>\$32709</u>
<u>2"</u>	<u>\$18,294</u>	<u>\$26177</u>	<u>\$39265</u>	<u>\$52354</u>	<u>\$52354</u>	<u>\$52354</u>	<u>\$52354</u>
<u>Existing Only 3"</u>	<u>\$36,622</u>	<u>\$52403</u>	<u>\$78605</u>	<u>\$104806</u>	<u>\$104806</u>	<u>\$104806</u>	<u>\$104806</u>
<u>4"</u>	<u>\$57,216</u>	<u>\$81871</u>	<u>\$122806</u>	<u>\$163741</u>	<u>\$163741</u>	<u>\$163741</u>	<u>\$163741</u>
<u>6"</u>	<u>\$114,365</u>	<u>\$163692</u>	<u>\$245538</u>	<u>\$327384</u>	<u>\$327384</u>	<u>\$327384</u>	<u>\$327384</u>
<u>8"</u>	<u>\$183,040</u>	<u>\$261917</u>	<u>\$392876</u>	<u>\$523834</u>	<u>\$523834</u>	<u>\$523834</u>	<u>\$523834</u>
<u>10"</u>	<u>\$263,146</u>	<u>\$376546</u>	<u>\$564819</u>	<u>\$753092</u>	<u>\$753092</u>	<u>\$753092</u>	<u>\$753092</u>

Service size(s) ~~& meter size(s)~~ must be indicated in order to process permit applications. Fees to be paid at the time of building permit issuance.

~~Any structure designed to house one family shall be defined as a "dwelling unit." Any structure designed to house more than one family, or any facility with one meter which is used to provide~~

~~service to more than one structure will be assessed the capitalization fee of the greater of either \$360.00 per dwelling unit, or the capitalization fee of the installed meter.~~

~~Capitalization fee for a mobile home park, where water service is provided by a master meter, will be assessed on the higher cost of either \$360.00 per unit, or the capitalization cost of the installed meter. Mobile home parks or subdivisions with individual metered services will be assessed the capitalization fee for each meter size installed for each unit.~~

PRIVATE FIRE LINE RATES

Applicability: To all customers who have private fire hydrants, fire sprinkler systems and/or inside hose connections for firefighting purposes.

Monthly Rates: For unmetered service through a separate line for firefighting purposes:

<u>SERVICE SIZE</u>		<u>MONTHLY RATE</u>					
	<u>1.5" or smaller</u>	<u>\$6.77</u>					
	<u>2"</u>	<u>\$6.77</u>					
	<u>3"</u>	<u>\$6.77</u>					
	<u>4"</u>	<u>\$9.02</u>					
	<u>6"</u>	<u>\$13.50</u>					
	<u>8"</u>	<u>\$18.01</u>					
	<u>10"</u>	<u>\$22.50</u>					
	<u>12"</u>	<u>\$27.05</u>					
<u>SERVICE SIZE</u>	<u>CURRENT MONTHLY RATE</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>1.5" or smaller</u>	<u>\$6.77</u>	<u>\$7.35</u>	<u>\$7.98</u>	<u>\$8.67</u>	<u>\$9.42</u>	<u>\$10.23</u>	<u>\$11.11</u>
<u>2"</u>	<u>\$6.77</u>	<u>\$7.35</u>	<u>\$7.98</u>	<u>\$8.67</u>	<u>\$9.42</u>	<u>\$10.23</u>	<u>\$11.11</u>
<u>3"</u>	<u>\$6.77</u>	<u>\$7.35</u>	<u>\$7.98</u>	<u>\$8.67</u>	<u>\$9.42</u>	<u>\$10.23</u>	<u>\$11.11</u>
<u>4"</u>	<u>\$9.02</u>	<u>\$9.80</u>	<u>\$10.64</u>	<u>\$11.55</u>	<u>\$12.55</u>	<u>\$13.63</u>	<u>\$14.80</u>
<u>6"</u>	<u>\$13.50</u>	<u>\$14.66</u>	<u>\$15.92</u>	<u>\$17.29</u>	<u>\$18.78</u>	<u>\$20.39</u>	<u>\$22.15</u>
<u>8"</u>	<u>\$18.01</u>	<u>\$19.56</u>	<u>\$21.24</u>	<u>\$23.07</u>	<u>\$25.05</u>	<u>\$27.21</u>	<u>\$29.55</u>
<u>10"</u>	<u>\$22.50</u>	<u>\$24.44</u>	<u>\$26.54</u>	<u>\$28.82</u>	<u>\$31.30</u>	<u>\$33.99</u>	<u>\$36.91</u>
<u>12"</u>	<u>\$27.05</u>	<u>\$29.38</u>	<u>\$31.90</u>	<u>\$34.65</u>	<u>\$37.63</u>	<u>\$40.86</u>	<u>\$44.38</u>

PRIVATE FIRE LINES CAPITALIZATION FEES

Applies to all customers who have sprinkler systems and/or inside hose connections for firefighting purposes.

For unmetered service through a separate line for firefighting purposes, the following cap fees shall apply:

<u>SERVICE SIZE</u>	<u>CAPITALIZATION FEE</u>
<u>3 or smaller</u>	<u>\$497</u>
<u>4"</u>	<u>\$993</u>
<u>6 "</u>	<u>\$1,985</u>
<u>8"</u>	<u>\$2,976</u>
<u>10"</u>	<u>\$4,960</u>
<u>12"</u>	<u>\$6,201</u>

<u>SERVICE SIZE</u>	<u>CURRENT CAPITALIZATION FEE</u>	<u>Effective August 1, 2025</u>	<u>Effective April 1, 2026</u>	<u>Effective April 1, 2027</u>	<u>Effective April 1, 2028</u>	<u>Effective April 1, 2029</u>	<u>Effective April 1, 2030</u>
<u>3" or smaller</u>	<u>\$497</u>	<u>\$540.00</u>	<u>\$586.00</u>	<u>\$636.00</u>	<u>\$691.00</u>	<u>\$750.00</u>	<u>\$815.00</u>
<u>4"</u>	<u>\$993</u>	<u>\$1,078.00</u>	<u>\$1,171.00</u>	<u>\$1,272.00</u>	<u>\$1,381.00</u>	<u>\$1,500.00</u>	<u>\$1,629.00</u>
<u>6"</u>	<u>\$1985</u>	<u>\$2,156.00</u>	<u>\$2,341.00</u>	<u>\$2,542.00</u>	<u>\$2,761.00</u>	<u>\$2,998.00</u>	<u>\$3,256.00</u>
<u>8"</u>	<u>\$2976</u>	<u>\$3,232.00</u>	<u>\$3,510.00</u>	<u>\$3,812.00</u>	<u>\$4,140.00</u>	<u>\$4,496.00</u>	<u>\$4,883.00</u>
<u>10"</u>	<u>\$4960</u>	<u>\$5,387.00</u>	<u>\$5,850.00</u>	<u>\$6,353.00</u>	<u>\$6,899.00</u>	<u>\$7,492.00</u>	<u>\$8,136.00</u>
<u>12"</u>	<u>\$6201</u>	<u>\$6,734.00</u>	<u>\$7,313.00</u>	<u>\$7,942.00</u>	<u>\$8,625.00</u>	<u>\$9,367.00</u>	<u>\$10,173.00</u>

Endpoint fee = ~~\$188.00~~ 197.00 for all services (whether city installed or not).

If an existing sidewalk panel must be removed, where no additional sidewalk installation will take place, an additional panel replacement fee of ~~\$500~~ \$1,000.00 or actual cost may be charged.