

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at 6:00 P.M.
702 Front Avenue, Coeur d'Alene, ID

VISION STATEMENT

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

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

November 3, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: David M Bruyette: Mountain Lakes Bible Church

C. PLEDGE OF ALLEGIANCE: CDA Troop 2627

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. PRESENTATIONS:

1. Proclamation: International Day of the Girl – October 11, 2026

Accepted by: Brian Newberry

2. Leaf Fest 2026

Accepted by: Todd Feusier, Streets and Engineering Director

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

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor-
 - a. Appointments of Walter Burns, Shannon Sardell, and Brian Smith to the Historic Preservation Commission.

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

1. Approval of Council Minutes for the October 20, 2026, Council Meeting.
2. Approval of Minutes from the October 26, 2026 Public Works Committee meeting.
3. Setting of General Services Committee meeting for November 9, 2026.
4. Setting of a public hearing for **December 1, 2026** for the Community Development Block Grant (CDBG) 2025 Consolidated Annual Performance and Evaluation Report (CAPER)
5. Approval of Bills as Submitted.
6. Approval of cemetery lot transfers
 - a. from Alanna and Randy Noel to Jennie Noel; Section RIV, Block E, Lot 257, Forest Cemetery Annex. (\$40.00)
 - b. from Alanna and Randy Noel to Sheina Miller, Section RIV, Block E, Lot 246, Forest Cemetery Annex (\$40.00)
 - c. from Alanna and Randy Noel to Sabrina and Gina Miller, Section RIV, Block E, Lot 246, Forest Cemetery Annex. (\$40.00)

As Recommended by the City Clerk

7. Acceptance of an ingress, egress, utilities, drainage and maintenance Easement from Murren Investments, LLC.
8. Approval of Final Plat: S-5-21 Mohogany Lane 1st Addition

As Recommended by City Engineer

9. **Resolution No. 26-083 -**
 - a. Approval of the waiver of covered load regulations from November 12, 2026, through December 11, 2026, for the annual City Leaf Pick Up program.
 - b. Approval of S-1-26 –Mountainside at Canfield, acceptance of installed public infrastructure improvements, Approval of the Final Plat, and Approval of a Maintenance/Warranty of Subdivision and Security Agreement.

As Recommended by City Engineer

- c. Approving an award of Art Spotlight CDA-Visual Arts program grant, and a Grant Agreement, in the amount of \$15,000 to Emerge CDA

As Recommended by the Arts Commission

I. OTHER BUSINESS:

1. **Resolution No. 26-084** - Approval of a Professional Services Agreement with HDR Engineering, Inc. for a wastewater comprehensive rate and fee study, in an amount not to exceed \$190,113.00.

Staff Report by: Mike Becker, Capital Programs Manager

2. **Resolution No. 26-085** - Approval of a Memorandum of Understanding with the Panhandle Parks Foundation to establish a permanent memorial at or near Independence Point honoring John Morrison.

Staff Report by: Adam Rouse, Parks and Recreation Director

3. **Council Bill No. 26-1019** - Amending Municipal Code Sections 4.10.010, 4.10.020, 4.10.030, 4.10.040, 4.10.050, 4.10.060, 4.10.070, 4.10.080, 4.10.090, 4.10.100, 4.10.110, 4.10.120, and 4.10.130, and adding a new Section 4.10.140 entitled "Reclamation of Lots."

Staff Report by: Adam Rouse, Parks and Recreation Director

4. **Council Bill No. 26-1020** - Amending Municipal Code 10.20.10(A), to prohibit parking within fifteen feet (15') in each direction from the point of intersection of the curb lines of a roadway and the boundary line of an alley.

Staff Report by: Randy Adams, City Attorney

5. **Resolution No. 26-086** - Approval of a Change order to the Agreement with Apollo in the amount of \$283,841.90 for the Northeast Water Tank Project.

Staff Report by: Kyle Marine, Water Department Director

6. **Resolution No. 26-087** - Approval of the purchase of a 2027 Western Star Vacuum truck at a cost of \$608,622.00 from SWS Equipment pursuant to a cooperative purchasing bid under I.C. § 67-2807.

Staff Report by: Ben Martin, Wastewater Assistant Director

7. **Resolution No. 26-088** - Establishment of a Proclamation Policy.

Verbal Staff Report by: Mayor Gookin

J. PUBLIC HEARING:

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. **Legislative:** Fee increase hearing for fees in the Administration, Fire, Municipal Services, Parks, Police and Wastewater Departments.

Staff Report: Renata McLeod, Municipal Services Director

- a. **Resolution No. 26-089** – Approving fees in the Administration, Fire, Municipal Services, Parks, Police and Wastewater Departments.

K. EXECUTIVE SESSION: Pursuant to Idaho Code §74-206A(1)(a), Considering a labor contract offer or to formulate a counteroffer, and § 74-206A(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

L. ADJOURNMENT

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

November 3, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor

Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

PRESENTATIONS

PROCLAMATION

WHEREAS, October 11th, 2026 marks fourteen years since the United Nations adopted Resolution 66/170 to declare October 11th as the International Day of the Girl, to recognize girl's rights and the unique challenges girls face around the world; and

WHEREAS, as the world's premier leadership development organization for girls, Girl Scouts has emphasized public service, civic engagement, and the love of the outdoors and camp in girls for over a century; and

WHEREAS, in these challenging times, Girl Scouts provides community and connection for girls, and is a safe haven in all the uncertainty, and celebrates our biggest year ever of day camp; and

WHEREAS, this Council continues to be a Council of growth cresting to 4,100 girls last month, and 7,000 total members, providing a place of confidence for optimism and adventure; and

WHEREAS, Girl Scouts offers girls 21st century programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills; and

WHEREAS, Girl Scouts celebrated America250 this year traveling to Washington DC for national convention with over a hundred Council Girl Scouts uplifting the freedoms this country cherishes; and

WHEREAS, the International Day of the Girl focuses attention on the need to address the challenges girls face including poverty and to promote girls' empowerment and the rightful fulfillment of their human rights; and

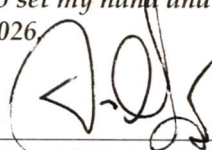
WHEREAS, today, on the 14th anniversary of celebrating the specialness of Girls, we are reminded more than 50 million women are Girl Scout alums as role models to the 1.1 million Girl Scouts and we recognize and honor the 1.1 billion girls across the globe who make the world a better place.

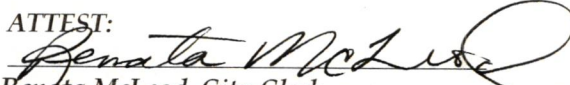
NOW, THEREFORE, I Daniel K. Gookin, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim October 11th, 2026 as

"INTERNATIONAL DAY OF THE GIRL"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this November 3rd, 2026.




Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk



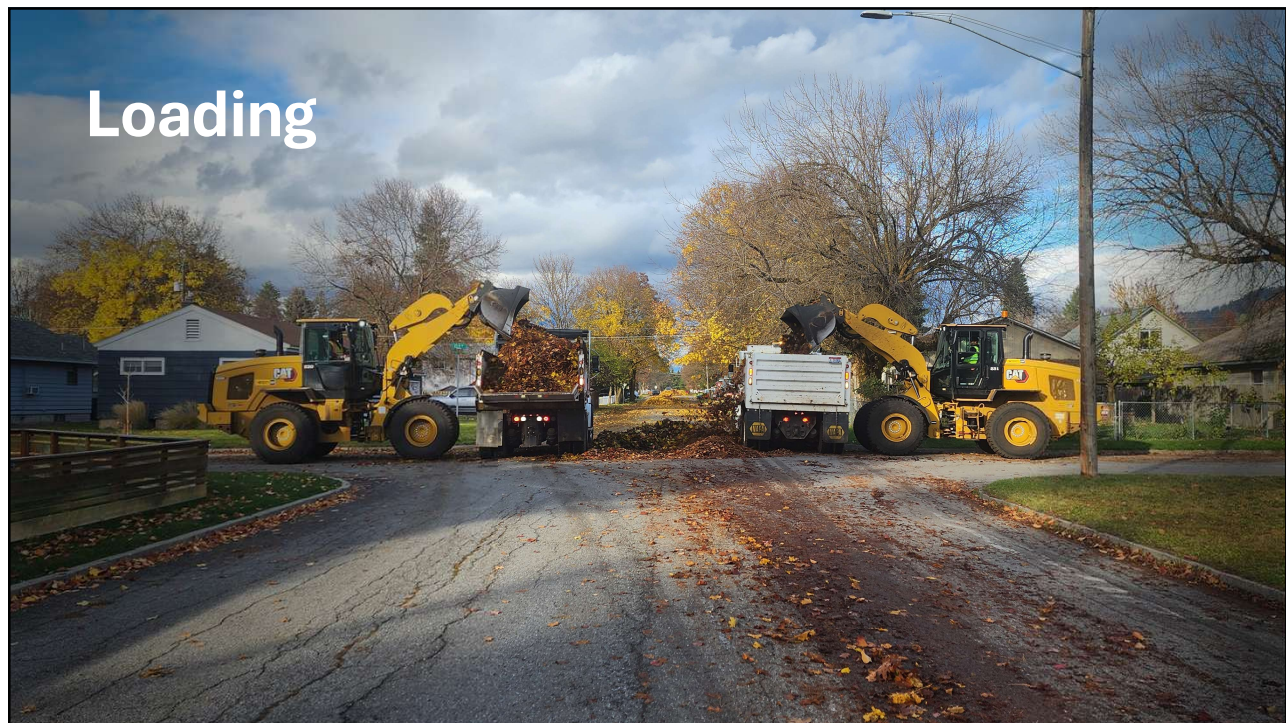
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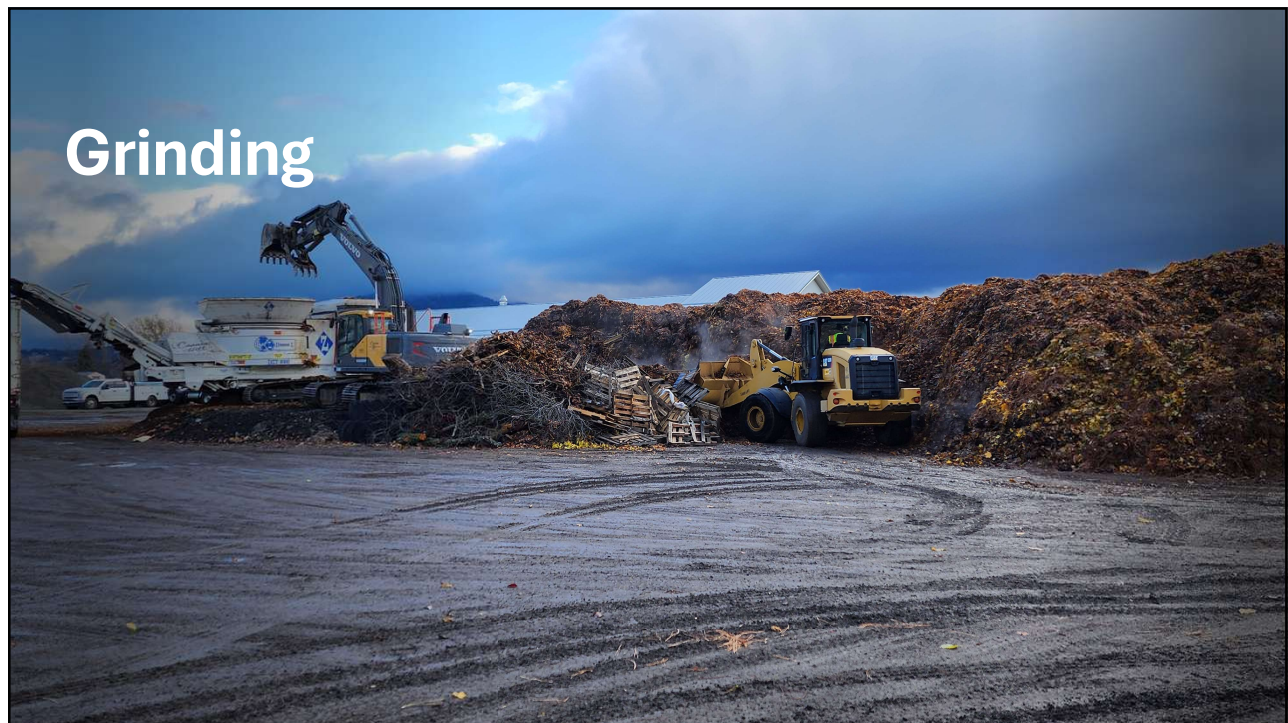
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Airport Farming



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ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: October 26, 2026

RE: APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the April 7, 2026, Council Meeting:

HISTORIC PRESERVATION COMMISSION

WALTER BURNS
BRIAN SMITH
SHANNON SARDELL

A Copy of their data sheets are attached, for your reference.

Sincerely,

Konner Petticolas
Executive Assistant

cc: Renata McLeod, City Clerk
Hilary Patterson, Historic Preservation 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

October 20, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on October 20, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

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

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

INVOCATION: Leslie Watson provided the invocation.

PLEDGE OF ALLEGIANCE: Kiki Miller led the pledge of allegiance.

PUBLIC COMMENTS:

Lauren McCroskey, Coeur d'Alene, shared she represents group of concerned citizens advocating for fair and equal treatment of all Idahoans called Idaho for All. She voiced concern about actions of our Federal Government and has no place in Coeur d'Alene. She spoke about Immigration and Customs Enforcement and its concerning ways of treatment. She noted it was alarming that the City of Post Falls went into agreement with ICE and asked the City not to do the same.

Burt Rotter, Coeur d'Alene, noted that he is also with Idaho for All and wanted to know that there is increasing fear that events could come to Coeur d'Alene with ICE being involved and noted they are not welcomed in the City.

Kilen Keon, Coeur d'Alene, expressed his concern regarding ICE and spoke on a potential resolution to restrict ICE activities in the City. He noted the issues that have arisen in other communities. He asked Council to help Coeur d'Alene youth feel safe and to investigate the resolution.

Terry Montanye, Coeur d'Alene, noted his support for local law change that enhanced law enforcement in prohibiting use of illegal fireworks. He expressed his concerns within his HOA due to a neighbor having large firework displays every fourth of July and has raised safety concerns.

Vince Weibert, Coeur d'Alene, stated he was here tonight to speak about the garbage collection issues affecting his neighborhood. Mr. Weibert expressed his support for the City's developing efforts to address this issue. He noted that he understands safety issues regarding the garbage company are important but would like to figure out a resolution going forward.

Max El-Kacemi, Coeur d'Alene, noted his frustrations with the City.

ANNOUNCEMENTS:

Councilmember Wood noted that Park and Recreation Commission approved an Ad Hoc working group that will focus on the promenade in the City Park. Ms. Wood hopes to bring forward a plan early spring for renovations in a park. The approval location of the memorial for fallen fire fighters was also approved at last night's Park and Recreation meeting.

Councilmember Gabriel clarified that the memorial is specifically for Battalion Chief Morrison. There is a landscape architect assisting with this project and it will be brought forward to Council.

Councilmember Evans announced the City Arts Awards is tomorrow, and doors open at five and encouraged the public to join them.

Mayor Gookin noted that public comment is not required for a public meeting and not the time for Council to interact with individuals. People do have rights and I do not want to interrupt them due to that is a violation of their free speech. He thanked the individuals who came in support of an ICE resolution. Additionally, he

noted that if fireworks that aren't used for commercial use; law enforcement can be called upon and confiscate the fireworks and that the garbage issue is being investigated and an ordinance is being created to help alleviate this issue.

Mayor Gookin announced the City is seeking applicants for the Pedestrian and Bicycle Advisory Committee, Urban Forestry Committee, and Personnel Appeals Board. Applications can be found on the Volunteer Opportunities page of the City website www.cdaid.org/government/departments/municipal-services/volunteer-opportunities.

Mayor Gookin requested the appointment of Katherine Naomi Baker and Etta Corkill to the Library Board of Trustees; Mason Christopher Terdoest to the Parks & Recreation Commission; Nora Crabtree and Alysyn Amaya to the Arts Commission; Zachary Taylor Garrido to the Pedestrian & Bicycle Committee; and David Dance and Lucas Davison to the Urban Forestry Committee.

MOTION: Motion by Wood, seconded by Miller, to confirm the appointments of Katherine Naomi Baker and Etta Corkill to the Library Board of Trustees; Mason Christopher Terdoest to the Parks & Recreation Commission; Nora Crabtree and Alysyn Amaya to the Arts Commission; Zachary Taylor Garrido to the Pedestrian and Bicycle Committee; and David Dance and Lucas Davison to the Urban Forestry Committee. **Motion carried**

CONSENT CALENDAR:

1. Approval of Council Minutes for the October 6, 2026, Council Meetings.
2. Setting up a Public Works Committee Meeting on October 26, 2026.
3. Setting off a public hearing:
 - a. **November 3, 2026:** To consider fee increase for Administration, Fire, Municipal Services, Parks, Police, and Wastewater Departments.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. **Resolution No. 26-081** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS FOR CDBG GRANT FUNDS WITH THE LAKE CITY CENTER, CDAIDE, COEUR D'ALENE SCHOOL DISTRICT 271, AND ST. VINCENT DE PAUL, USING GRANTS IN THE CDBG PLAN YEAR 2026 AND PRIOR PLAN YEAR REMAINING FUNDS

MOTION: Motion by Evans, seconded by Gabriel, to approve the Consent Calendar as presented, including **Resolution No. 26-081**.

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

Council Bill No. 26-1018

AN ORDINANCE PROVIDING THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 2.28.110, 2.28.120, and 2.28.130; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Fire Chief Jon Fuggit noted that in early 2026 the Fire Chief restructured the Departments administrative chief positions. Certain positions were reclassified as Division Chiefs and two positions were created Fire Marshal and Assistant Fire Chief. Municipal Code 2.28.110 has not been updated to reflect this restructuring. This ordinance explained that the Fire Chief took the duties of the Fire Marshal and no compensation is given for doing these duties, without distinguishing whether a separate, dedicated Fire Marshal position exists. Due to the position being filled an amendment to the ordinance is needed to clarify that the Fire Chief serves as Fire Marshal only when the position is unassigned or vacant. This ordinance will also update the right of entry provision in Section 2.28.130 to add a citation to further amend Sections 2.28.120 to designate as the City's Fire Code Official, consistent with Departments current structure. Overall, there is no financial impact due to the Fire Marshal and Assistant Fire Chief positions were previously approved and funded through the Departments restructuring. Overall, this a clerical amendment and does not expand authority or change compensation. It brings Municipal Code Chapter 2.28 into alignment with the Fire Departments approved positions and ensures the Code cites current Idaho Law.

MOTION: Motion by Evans, seconded by Miller, to dispense with the rule and read **Council Bill No. 26-1018** once by title only.

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

MOTION: Motion by Evans, seconded by Miller, to adopt **Council Bill 26-1018**.

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

RESOLUTION NO. 26-082

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR DESIGN OF A TRAFFIC SIGNAL AT PRAIRIE AVENUE AND COURCELLES PARKWAY, IN AN AMOUNT NOT TO EXCEED \$49,600.00.

STAFF REPORT: City Engineer Chris Bosley asked for the award of a Contract with JUB Engineers for design of a traffic signal at Prairie Avenue and Courcelles Parkway. Due to crash history and traffic congestion at the Courcelles Parkway intersection with Prairie Avenue, a traffic signal is desired. This intersection is shared by three jurisdictions: the City of Coeur d'Alene, the City of Hayden, and the Post Falls Highway District. Funding has been secured by each agency to design and construct a traffic signal to improve safety. This intersection is half a mile from traffic signals at Ramsey Road and Atlas Road, which meets the Kootenai Metropolitan Planning Organization half mile spacing requirement for Critical Arterial Corridors. Five-year crash data shows that there is a need to address these intersections and in those five years we had fourteen crashes and that safety issues need to be fixed.

MOTION: Motion by Wood, seconded by Sheckler, to approve **Resolution No. 26-082** - approving a Contract with JUB Engineers, Inc. for design of a traffic signal at Prairie Avenue and Courcelles Parkway, in the amount of \$49,600.00.

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

(QUASI-JUDICIAL HEARING) APPEAL OF THE DENIAL OF A STREET TREE REMOVAL BY SCOTT AND LEE WAYMEN, 801 E. St. Maries Avenue

The City Clerk swore in all those who provided testimony.

STAFF REPORT: Urban Forester Monte McCully noted that the Lee Wayman owner of 801 E. St. Maries Avenue, requested the removal of a Douglas fir tree within the 8th Street right-of-way located in the 16-foot-wide planting strip on the west side of the property. Mr. Lee Wayman previously made a removal request for the same tree in the past, with the main reason being

concerned that the tree would fall on his house. At that time the committee inspected the tree and found the tree to be in good condition and denied the request for removal. In February of this year the Mayor and Urban Forester went to meet with Mr. Wayman and hear his concerns. The City hired Bartlett Tree experts to assess the tree, and they found the tree to be in good condition. This entity recommended to do selective pruning to reduce loading. This assessment was sent to the Urban Forestry Committee and several members went out to inspect the tree and met with Lee to discuss his concerns. Urban Forestry Chairman John Schwandt did an increment bore test to determine if the tree had hidden interior rot and found the heartwood to be solid. The Urban Forestry Committee discussed this tree at their July meeting and found the tree to be healthy and structurally sound with no significant decay, defects, or safety concerns. Removal was denied and pruning was recommended to mitigate concerns regarding safety by reducing wind sail.

The Urban Forestry Ordinance requires members of the Committee to inspect tree removal permit requests and make recommendations regarding removal of public trees. The City's tree inspections are intended to evaluate tree health, condition, site, and nuisance factors. Tree benefits are also considered, such as wildlife values, environmental benefits, and contributions to the streetscape, neighborhood and overall urban forest. Six members of the Committee inspected this tree and all recommended retention. If the decision is reversed tree removal and the required planting of a replacement tree is the responsibility of the abutting property owner.

Committee members did not feel that there is sufficient reason to remove an otherwise healthy tree from the public right-of-way. The Committee and the Urban Forester did approve the removal of an adjacent maple tree to the north that has caused significant sidewalk upheaval and is blocking his ability to widen his driveway to accommodate two vehicles, if the douglas fir and the maple are both removed, it would vastly change the canopy on that block and create a wide open spot in an otherwise heavily canopied neighborhood. So, decision point recommendation: the City Council affirms or reverses the Urban Forestry Committee's denial of a tree removal permit for douglas fir within the Eighth Street right-of-way abutting 801 East St. Maries Avenue.

DISCUSSION: Councilmember Wood noted that the tree looks healthy and currently lives in a forested area where healthy trees have been knocked over in windstorms after a tremendous amount of rain and asked if that was considered when dealing with this tree and does the Committee give the applicant the ability to remove it and put a little tree if we want to continue to be Tree City USA. Mr. McCully noted they do consider that trees at anytime can fall due to their simple nature. Though a healthy tree is less likely to fall. A lot of the trees that have fallen in previous windstorms have had underlying problems. To answer the second question, it is required that if the owner removes the tree they will have to replace it with a different tree. He prefers to have a medium or large tree replaced in an area due to it being a 16-foot-wide planting space; however, the owner can choose anything from small to large tree.

Councilmember Sheckler asked if the douglas fir tree is on the City's approved tree list, with Mr. McCully responding that it is not and it is no longer encouraged to be planted within the rights-of-ways. It is not a prohibited tree, but these trees were planted before this list, and it changes all the time. Mr. McCully noted he checked with Avista today and they said if the tree stays and the appeal request is not reversed then the owner can call and install at their own cost a meter that can shut off if it detects gas leaking out.

Councilmember Sheckler asked if any roots are causing any uplift of the tree. Mr. McCully says that for this tree it is minor and a little uplift. When this happens, the City ordinance says that where you can put a sidewalk up and over, or stricture around a tree root system. Also, there are certain guidelines that must be followed when you are root pruning to prevent damaging the health of the tree.

Councilmember Sheckler asked if root shaving could affect the tree in saturated conditions, with Mr. McCully noting that it does not significantly affect the health of the tree. Though he recommends a certified arborist to trim the roots if needed. Councilmember Sheckler asked about the age of tree and if it would affect the sidewalk as it grows. Mr. McCully noted that it is a younger tree, and it could . potentially affect the sidewalk.

Councilmember Gabriel asked who approves the tree list, with Mr. McCully stating that the Urban Forestry Committee must approve the tree that is on the list.

Councilmember Gabriel asked when you look at conifers versus deciduous, does one tend to be worse when it comes to buckling sidewalks with Mr. McCully replying that it does not necessarily make a difference, unless it is spruce maples. Certain kinds of maples can be damaging to sidewalks.

APPELLANT: Scott Wayman thanked the Urban Forester and Urban Forestry Committee for their professionalism and work on the request, noting that the appeal was not a criticism of them. He explained that his brother, who lives at the property, was concerned that the douglas fir tree could fall onto the house, damage the chimney or gas line, and create a fire hazard. Mr. Scott Wayman said the family had owned the home since their mother's passing and that he lives in Wallace. Mr. Scott Wayman presented photographs showing the tree and sidewalk. He argued that the tree's roots had lifted the sidewalk, creating a potential tripping hazard on a well-used route near a park. He proposed removing the douglas fir, repairing or replacing the sidewalk, adding accessible corner ramps, and planting a more appropriately sized tree from the City's approved list. He said he and his brother were willing to cover the sidewalk work and plant a replacement tree.

In response to council questions, Mr. Scott Wayman confirmed that they would take on the sidewalk expense and would plant a medium-sized tree from the approved list. He emphasized that he and his brother value trees and were not seeking to eliminate them.

DISCUSSION:

Councilmember Wood asked about repairing the sidewalk where the tree is and if they were going to incur that cost. Mr. Scott Wayman confirmed that they would take responsibility to repair the sidewalk.

Councilmember Sheckler asked if they would be willing to plant a medium sized tree on the city's approved list. Mr. Wayman confirmed that him and his brother love trees and they will plant one.

Urban Forestry Report: John Schwandt, representing the Urban Forestry Committee, explained that the Committee reviews requests to remove public trees, considering the tree's health and the broader value of maintaining the urban forest. The Committee found the douglas fir to be in good condition, with typical growth for a tree of its age. It values native conifers including douglas fir as part of Coeur d'Alene's urban forest and recommended retaining the tree.

Mr. Schwandt said the Committee also considers the risk of setting a precedent that could lead to removal of healthy trees for reasons such as leaf cleanup or other minor concerns. He described the Committee's role in maintaining the urban forest and monitoring for invasive insects and diseases. While healthy trees can still fall during severe windstorms, he said the Committee can only assess relative risk; it cannot guarantee that a tree will not fall. He added that the soil near the property was not likely to have standing water, even during heavy rain.

Councilmember Sheckler asked why the douglas fir is not on the approved list. Mr. Schwandt did not realize it was absent until tonight but believed the douglas fir should be on the approved list.

Councilmember Wood appreciated Mr. Scott Wayman's comment upon the staff and the Council will take each case one by one seriously.

REBUTTAL: Mr. Scott Wayman cautioned against adding douglas fir to the City's approved tree list, suggesting its roots and mature size may make it unsuitable for a narrow parkway near sidewalks. He noted that replacement trees after storm damage are often more manageable species. He argued that the City can make more informed planting choices now than when the existing trees were planted decades ago and said replacing the tree with a more manageable species would still support the City's Tree City status.

DISCUSSION: Councilmember Wood sympathizes with Mr. Wayman's brother due to living in similar areas and seeing larger trees being uprooted just from their roots or breaking off. Councilmember Sheckler agreed with Councilmember Wood that not all trees need to be next to sidewalks and if they want to put in an approved tree on the list, he thinks it is the right way to go. Councilmember English noted that the Appellants have a good plan on repairing the sidewalk. It is appreciated that they are willing to take cost of sidewalk being a corner lot. Councilmember Miller noted that previous tree issues have created questions and asked City Attorney Randy Adams if this reversal of the denial be conditioned to the sidewalk being repaired as a part of the approval. Mr. Adams replied that he believes that the Council can do what they think is best.

Councilmember Sheckler noted that the testimony said they were going to replace the sidewalk and put ADA accessible ramps and asked to put it in condition that as well plant at least a medium sized tree that is on the City's approved list within a reasonable time after removal.

MOTION: Motion by Sheckler, seconded by Wood to approve the appeal of the Urban Forestry Committee denial of a tree removal request at 801 East St. Maries Avenue by Scott and Lee Wayman, and direct staff to prepare the findings in order and condition such removal on the

replacement of the sidewalks and installation of ADA accessible rampway on that corner, and replacement with at least a medium-sized tree within a reasonable time after removal.

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

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

The meeting ended at 7:15 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Konner Petticolas
Executive Assistant

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION
ON APPEAL FROM A DENIAL BY THE URBAN FORESTRY COMMITTEE
OF A REQUEST FOR TREE REMOVAL AT 801 E. ST. MARIES AVENUE**

SECTION I: INTRODUCTION

These Findings of Fact, Conclusions of Law, and Decision are made with regard to an appeal from the Urban Forestry Committee's denial of a request by Lee and Scott Wayman for a permit to remove a Douglas Fir within the 8th Street public right-of-way and abutting their property. The Waymans timely appealed the denial.

SECTION II: HEARING

A public hearing on the appeal was held during a regular City Council meeting on Tuesday, October 20, 2026, at 6:00 p.m.

A. Testimony

1. Monte McCully, Urban Forester

Monte McCully presented a Staff Report. The decision point is whether Council should affirm or reverse the decision of the Urban Forestry Commission denying a tree removal permit for a Douglas Fir tree within the 8th Street right-of-way. Brothers Lee and Scott Wayman are the owners of property with an address of 801 E. St. Maries Avenue and which abuts 8th Street. They requested permission to remove the tree located within a 16-foot wide planting strip directly west of the Wayman property. The Mayor and Mr. McCully met with Lee Wayman at the property. Mr. Wayman expressed that the reason for his request concern was that, if the tree should fall, it would hit his gas line and cause a fire. The gas meter is on the side of the house closest to the tree. The City then hired an expert, Bartlett Tree Experts, to assess the tree. The expert found the tree to be in good condition. It has a slight eastward lean with self-correcting growth going westward, away from the Wayman house. Bartlett recommended removal of deadwood and selective pruning of 15% of the crown to reduce loading. Pruning would reduce the effect of wind on the tree and reduce the chances of it falling. This assessment was then sent to the Urban Forestry Committee.

The Municipal Code requires Urban Forestry Committee members to inspect tree removal permit requests and make recommendations regarding removal of public trees. The Committee's tree inspections are intended to evaluate tree health, condition, site, and nuisance factors. The ability to mitigate concerns is considered. The benefits provided by the tree, such as environmental, wildlife, and contributions to the streetscape, neighborhood, and overall urban forest, are also taken into account. Six members of the Committee inspected the subject tree and met with Mr. Wayman to discuss his concerns. Committee Chair John Schwandt did an increment bore test to determine if the tree had hidden interior rot and found the heartwood to be solid. The Committee discussed this tree at its July meeting. Although the Committee members were sympathetic to Mr. Wayman's concerns, they unanimously found the tree to be healthy and structurally sound with no significant

defects, decay, or safety concerns. No other reasons were found to remove an otherwise healthy tree from the right-of-way. Removal was denied, and pruning was recommended to mitigate concerns regarding safety by reducing wind sail.

The Committee has previously approved the removal of a maple tree in the public right-of-way abutting the Wayman property that has caused significant sidewalk upheaval. The removal of the maple tree would allow Mr. Wayman to widen his driveway to accommodate two vehicles. If the Douglas Fir was also removed, it would vastly change the canopy on that block and create a wide open spot in an otherwise heavily canopied neighborhood.

2. Scott Wayman

Scott Wayman was sworn upon oath. The Urban Forester and Urban Forestry Committee are professional, responsive, polite, knowledgeable, and attentive. They were great to work with and did a great job in this case. Lee Wayman looks at the tree every day. He is the one who imagines it falling over, hitting the chimney, knocking the bricks loose, hitting the gas main, starting a fire, and burning up the Garden District. The Waymans have owned the house since their mom passed away. Lee's reason for wanting the tree removed is totally subjective on his part. Scott stated that, objectively, there were problems with the sidewalk caused by this tree. The tree may be healthy, but the sidewalk is not.

The Waymans are proposing to fix the whole sidewalk and replace the tree with a smaller tree from the approved list at their cost. Scott presented three photographs. The photographs show that the sidewalk is quite old, possibly predating the house which was built in the 1940's or 1950's. The tree was planted in the same time frame and grew. In a wind event, the tree shakes and it does lean. Another photograph shows the sidewalk which is uplifted 2 or 3 inches, and is a trip hazard. The best way to fix the sidewalk is to remove the tree and plant a tree that won't damage the sidewalk. The City's Ordinance seems to say that, where tree roots create an uplifting of the sidewalk, it is a public nuisance. The Ordinance also provides that the controlling property owners, the Waymans, are responsible for repairing the damage to the sidewalk caused by a public tree. There is no guaranty that root shaving or grinding the sidewalk will solve the problem, and may create other problems.

3. John Schwandt

John Schwandt was sworn upon oath. He has been on the Urban Forestry Committee for around 40 years. The Committee has a hard time whenever there's a tree on public property and somebody wants to remove it. Trees in the City are loved by all. Therefore, it's not easy for the Committee to permit the removal of a healthy tree. The subject tree is in good shape. It is a young tree. It's growth leader is typical of a 40-50-year-old Douglas Fir. The Committee encourages conifers, particularly native conifers, as part of the City's urban forest. The Committee tries to look at tree removal requests in light of the long term effect such removal would have on the entire urban forest with the goal of maintaining the urban forest. The Committee cannot tell someone a tree will never fall down. However, it can say that the chances of a healthy tree falling down are slim. The area where this Douglas Fir is has good soil and standing water is unlikely, which would reduce the chance of failure during a wind storm. He does not know why Douglas Fir isn't on the approved

list of trees, but recently the Committee has been encouraged to list hardwood trees. The list is updated frequently. Douglas Fir is a native tree and should be on the list.

B. Physical Evidence

1. Submitted by Urban Forester
 - a. One (1) photograph of tree and sidewalk
 - b. Basic Tree Risk Assessment Form, dated 2/19/26
 - c. Letter from Bartlett Tree Experts, dated 2/19/26
2. Submitted by Lee Wayman and Scott Wayman
 - a. Notice of Appeal
 - b. Three (3) photographs of tree and sidewalk

SECTION III: FINDINGS OF FACT

- A. Lee Wayman lives at 801 E. St. Maries Avenue, Coeur d'Alene, Idaho.
- B. Lee Wayman and his brother, Scott Wayman, own the property at that address.
- C. Lee Wayman filed a complete application for a permit to remove a street tree pursuant to Municipal Code § 12.36.305.
- D. The subject tree is a Douglas Fir. It is 14-16 inches in diameter, fairly young, with good growth each year. It will likely get a good deal larger. An alteration in watering patterns can help prevent shallow roots.
- E. Douglas Fir is not on the City's approved tree list, but it is not prohibited. The City is trying to keep as many existing Ponderosa Pines and Douglas Fir as possible because they contribute to the visual aspects of the urban forest.
- F. The tree is located within the 8th Street right-of-way, adjacent to the Wayman property and, therefore, is a public tree.
- G. The tree is in good condition. It has a slight eastward lean with self-correcting growth going westward, away from the Wayman house.
- H. Bartlett Tree Experts recommended removal of deadwood and selective pruning of 15% of the crown to reduce loading. Pruning would reduce the effect of wind on the tree and reduce the chances of it falling.
- I. The roots the tree have lifted a portion of the sidewalk, but it is fairly minor. In such cases, the Urban Forestry Committee recommends grinding the raised portion, and performing root pruning or rerouting the sidewalk rather than removing the tree. Proper root pruning does not affect the stability of the tree.
- J. The Committee denied the permit because the tree is generally healthy and provides many benefits such as environmental, wildlife habitat, and contributions to the streetscape, neighborhood, and overall urban forest.
- K. The Committee found that pruning to reduce the windsail and clean the crown would meet the concerns brought by the Waymans.
- L. Mr. Wayman filed a timely appeal from the denial of the removal permit pursuant to Municipal Code §§ 12.36.305(B) and 12.36.245(B).

- M. The Waymans' concerns regarding the possibility of the tree falling in the future are reasonable because any tree can fail, particularly during severe windstorms after heavy rain that saturates the soil, but a healthy tree is less likely to fail.
- N. When this tree was put in its current location, people likely did not think about how large it would grow and what damage it could cause to a sidewalk.
- O. Not all native trees are conducive to being near sidewalks, and this tree is just going to get larger and the problem will get worse in the future.
- P. The roots of this tree have uplifted the adjacent sidewalk 2 to 3 inches, creating a trip hazard.
- Q. Losing one tree, with the assurance that the sidewalk will be replaced, is a good compromise.
- R. The approval for tree removal should be conditioned on replacing the sidewalk, installing ADA ramps the corner, and replacing the tree with at least a medium-sized tree within a reasonable time after removal.

SECTION IV: CONCLUSIONS OF LAW

- A. A permit is required to remove a street tree in the City of Coeur d'Alene pursuant to Municipal Code § 12.36.300.
- B. The subject tree is a "street tree" owned by the City pursuant to Municipal Code § 12.36.015.
- C. Lee and Scott Wayman are the "controllers" and, therefore, are responsible for the tree pursuant to Municipal Code §§ 12.36.015 and 12.36.105.
- D. Pursuant to Municipal Code § 12.36.305(A)(9), a permit for the removal of a street tree shall be granted upon recommendation of the Urban Forestry Committee based on criteria outlined in the City Code.
- E. The tree is a public nuisance, pursuant to Municipal Code § 12.36.305, because it is causing the adjacent sidewalk to be upheaved.
- F. The Waymans have satisfied the criteria for obtaining a permit for the removal of a street tree.
- G. The Urban Forestry Committee erroneously focused on the health of the tree and did not give sufficient weight to the effect of the tree on the adjacent sidewalk.

SECTION V: DECISION

- A. For these reasons, the Council concludes that the Waymans should be granted a permit to remove the subject Douglas Fir within the 8th Street right-of-way at their sole cost and expense and, therefore, the Urban Forestry Committee's decision is reversed.
- B. The Waymans shall comply with all provisions of Municipal Code Chapter 12.36, including signing an approved hold harmless agreement prior to removal of the tree (M.C. § 12.36.305(A)(9)).
- C. This approval is expressly conditioned on the replacement of the tree with at least a medium-sized tree from the City's approved list, replacement of the sidewalk abutting their property, and installation of ADA ramps at the corner abutting their property, at the Waymans' sole cost and expense.

- D. Nothing herein shall preclude the Waymans from requesting available financial assistance from the City regarding replacement of the tree and sidewalk.

DATED this ____ day of October, 2026.

Daniel K. Gookin, Mayor

October 26, 2026
PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Dan Sheckler

STAFF

Randy Adams, City Attorney
Renata McLeod, Municipal Services Director
Adam Rouse, Parks & Recreation Director
Melissa Brandt, Administrative Assistant
Jo Anne Mateski, Senior Legal Assistant

Item 1. Approval of the Memorandum of Understanding (MOU) with Panhandle Parks Foundation to establish a permanent memorial at or near Independence Point honoring John Morrison
(Agenda)

Parks and Recreation Director Adam Rouse, in his staff report, noted that staff has been collaborating with representatives of the family of the late John Morrison, a Coeur d'Alene firefighter who lost his life in the line of duty, along with his coworkers and other engaged community stakeholders, to establish a memorial at Independence Point in his honor. Donors have already been identified, and a conceptual design has been developed. He explained that the purpose of the Memorandum of Understanding (MOU) is to formalize the parties' shared commitment to planning, funding, constructing, and maintaining a permanent memorial recognizing Mr. Morrison's service and sacrifice. Mr. Rouse explained that this is similar to MOUs like the K-27 memorial where the Panhandle Parks Foundation was able to hold money that is going to come for the memorial for John Morrison.

Councilmember Sheckler asked why the proposed memorial effort is focused solely on John Morrison, noting that the community also lost Frank Harwood in the same incident. Mr. Rouse explained that the memorial is being developed through a public-private partnership driven by a specific group that wanted to honor John Morrison. The City is providing space at Independence Point, while the private partners are leading the funding, planning, and memorial concept. Mr. Rouse added that although the possibility of honoring Frank Harwood had been discussed, no group or representatives connected to Frank have approached the City with a proposal. He added that if community members or supporters of Frank were to come forward with a memorial idea, the City would be willing to consider finding an appropriate location. Councilmember Sheckler asked whether the City had reached out to the Frank Harwood Foundation, Mr. Rouse responded that no outreach had been made because the initiative is being driven by the private partners rather than the City, though he could potentially make that suggestion. Councilmember Evans expressed support for the project, stating that it is a wonderful opportunity to honor John Morrison.

MOTION: by Sheckler, seconded by Evans, to recommend that Council approve the Memorandum of Understanding (MOU) with Panhandle Parks Foundation to establish a permanent memorial at or near Independence Point honoring John Morrison.

Item 2. Approval of amendments of the City's Municipal Code with respect to cemetery operations
(Agenda)

Mr. Rouse, in his staff report, presented proposed amendments to the Cemetery Code, noting that it has not received a comprehensive update in more than 20 years. The revisions are intended to modernize cemetery

operations, address changes in industry standards and community needs, and clarify the roles and responsibilities of the American Legion, Kootenai Post 14, and the Veterans of Foreign Wars (VFW), Coeur d'Alene Post. Additional updates include correcting outdated provisions, improving administrative efficiency, and ensuring consistency throughout the code. Key changes would allow up to three cremated remains (urns) in a full-size burial lot or one casket with up to two cremated remains, establish procedures for reclaiming abandoned or unused lots in accordance with Idaho law, and clarify cemetery management responsibilities.

Councilmember Sheckler asked for clarification on the change in the allocation of cemetery funds from a 50/50 split between the Cemetery Maintenance Fund and the Permanent Cemetery Investment Fund to a 30/70 split. Melissa Brandt, Parks Department Administrative Assistant, explained that the 30/70 allocation reflects the current practice and has been in place for several years. She noted that the 50/50 split referenced in the code had likely remained unchanged for at least 20 years, and possibly longer, despite actual operations following the 30/70 distribution. Ms. Brandt stated that the amendment is intended to update the code, so it accurately reflects the longstanding allocation practice.

MOTION: by Sheckler, seconded by Evans, to recommend that Council adopt the proposed amendments to Municipal Code pertaining to cemetery operations and management.

Item 3. Discussion regarding special events and action to give directions to staff.
(Agenda)

Municipal Services Director Renata McLeod provided an overview of the City's ongoing review of special event fees and management practices. She explained that staff have worked to shift traffic control and barricade responsibilities to event organizers while minimizing impacts on community events and city resources. Since 2022, the City has negotiated agreements with major event sponsors, including the Downtown Association and Chamber of Commerce, for high-impact events. Ms. McLeod noted that special events require significant involvement from multiple City departments and create impacts on public services, businesses, traffic, and public safety. It is estimated that large events generate approximately \$43,796 annually in overtime costs, which more accurately reflect the entire day of overtime expenses, so she suggested tracking the timesheet codes for a year to get a better assessment of the costs. She presented what other cities are doing and outlined options for future fee structures, including categorizing events by type and impact, charging actual overtime costs, increasing fees by 5%-10% to keep pace with expenses, and exploring other revenue sources. Ms. McLeod concluded that staff is seeking Council directions on how to proceed with potential fee and code updates while continuing to support community events.

Councilmember Evans sought clarification on the \$26,461 in police expenses associated with Car d'Lane, and Ms. McLeod explained that the figure represents multiple days of event-related overtime and staffing costs, though staff are working to develop a more precise method for tracking those expenses. Councilmember Evans also asked whether other events, such as Ironman, may have influenced those costs and inquired about how other cities define "extraordinary expenses," to which Ms. McLeod responded that such costs generally refer to overtime and resources beyond normal daily operations. Councilmember Evans further asked about limitations on street closures, and Ms. McLeod explained that the City evaluates requests based on available staffing and its ability to safely manage events rather than imposing a fixed monthly limit. Councilmember Evans supported exploring event categories based on type and impact and evaluating event parking fees as a revenue source. She looks forward to having the discussion on special events go to City Council.

Item 4. Discussion of fee amendments as proposed by the Administration, Fire, Municipal Services, Parks, Police, and Wastewater Departments

(Agenda)

Municipal Services Director Renata McLeod explained that the City is required to hold public hearing for any proposed fee increases 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. Ms. McLeod noted proposed amendments for the Administration, Fire, Municipal Services, Parks, Police, and Wastewater Departments. Changes include updates to parking, boat dock moorage, fire permit and inspection fees, business licensing and municipal service fees, cemetery fees, animal control, goat permit, vehicle use for security/traffic control, and wastewater interceptor fees. Several outdated fees are proposed for removal, new fees are being established where needed, and certain fees are being adjusted to reflect current operating, labor, maintenance, and service costs.

Councilmember Sheckler asked whether parking fee decisions are informed by parking space utilization data, expressing concern that fee increases should depend on whether downtown parking demand exceeds available supply. Ms. McLeod responded that the current proposal only addresses monthly parking pass fees, not hourly parking rates, and that staff primarily reviewed monthly pass usage and revenue data provided by Diamond Parking. She explained that the number of monthly passes is capped by lot to preserve hourly parking availability and provided usage statistics for several city lots, noting that most monthly passes are used by downtown employees and businesses. Councilmember Evans asked about the City's goat weed-abatement permit program and Ms. McLeod stated that only one homeowners association currently utilizes it. Councilmember Evans asked whether the fee for security and traffic-control vehicle use applies when the City contracts for private security services. Police Lieutenant Johann Schmitz confirmed that it would.

MOTION: by Sheckler, seconded by Evans, to recommend to move forward with the November 3rd hearing.

Recording of the meeting can be found at:

https://www.youtube.com/watch?v=f_l92eCx9o&list=PLxZMTPomf8S6nutKbGPqEijhZjTjdFBm0

The meeting adjourned at 12:37 p.m.

Respectfully submitted,
Jo Anne Mateski
Senior Legal Assistant
Recording Secretary

DATE: OCTOBER 27, 2026
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 1, 2026

Mayor Gookin,

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

DECEMBER 1, 2026:

ITEM: Community Development Block Grant (CDBG) 2025 Consolidated Annual Performance and Evaluation Report (CAPER)

CDBG: Approve the Submittal of the Community Development Block Grant (CDBG) Plan Year 2025 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for Official Review.



**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
Alanna Noel, Randy Noel (the "Transferor") does hereby
transfer and convey to Jennie Lee Noel (the
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) RIV, Block(s) E,

Niche(s) _____, Lot(s) 257

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

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

DATED this 28 day of August, 2024

By Alanna Noel PR
Transferor

By Randy M. Noel
Transferor

Washington OR Washington State
STATE OF IDAHO)
Spokane ss.
County of Kootenai)

On this 28 day of August, 2026, before me, a Notary Public, personally appeared Alanna Noel and Randy Noel known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for ~~Idaho~~ Washington
Residing at Liberty Lake
My Commission expires: 4/25/2029

**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
Alanna Noel, Randy Noel (the "Transferor") does hereby
transfer and convey to Sheila L. Miller (the
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) R1V, Block(s) E,
Niche(s) _____, Lot(s) 246

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

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

DATED this 28 day of Augt., 2026

By Alanna Noel PR
Transferor

By Randy M. Noel
Transferor

STATE OF ~~IDAHO~~ ^{Washington} OR Washington State
County of ~~Kootenai~~ ^{Spokane} ss.)

On this 28 day of August, 2026, before me, a Notary Public, personally appeared Alanna Noel and Randy Noel known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for ~~Idaho~~ Washington
Residing at Liberty Lake
My Commission expires: 4/25/2029

CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
Alanna Noel, Randy Noel (the "Transferor") does hereby
transfer and convey to Gina Kae Miller (the
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) R1V, Block(s) E,

Niche(s) _____, Lot(s) 246

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

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

DATED this 28 day of August, 2024.

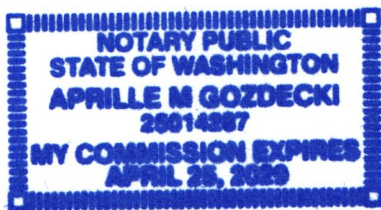
By Alanna Noel PR
Transferor

By [Signature]
Transferor

STATE OF ~~IDAHO~~ ^{Washington} or Washington State
County of ~~Kootenai~~ ^{Spokane} ss.

On this 28 day of August, 2026, before me, a Notary Public, personally appeared Alanna Noel and Randy Noel known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for ~~Idaho~~ Washington
Residing at Liberty Lake
My Commission expires: 4/25/2029

**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
Allanna Noel, Randy Noel (the "Transferor") does hereby
transfer and convey to Sabrina M. Miller (the
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) Riv, Block(s) E,
Niche(s) _____, Lot(s) 246

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

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

DATED this 28 day of Augt., 2024

By Allanna Noel PR
Transferor

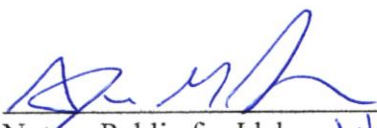
By Randy M. Noel
Transferor

STATE OF ~~IDAHO~~ ^{Washington} or Washington State
County of ~~Kootenai~~ ^{Spokane} ss.
()

On this 28 day of August, 2026, before me, a Notary Public, personally appeared Alanna Noel and Randy Noel known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he executed the same.

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




Notary Public for ~~Idaho~~ Washington
Residing at Liberty Lake
My Commission expires: 4/25/2029

INGRESS, EGRESS, UTILITIES, DRAINAGE AND MAINTENANCE EASEMENT

This Ingress, Egress, Utilities, Drainage and Maintenance Easement (hereinafter "Easement") is made and entered into this _____ day of October 2026, by and between MURREN INVESTMENTS, LLC, an Idaho limited liability company, (hereinafter "Grantor") and The City of Coeur d'Alene, an incorporated municipality, with an address of 710 E Mullan, Coeur d'Alene, Idaho, 83814, (hereinafter "Grantee").

RECITALS

- A. Grantors are the owners of real property located in the City of Coeur d'Alene, Kootenai County, Idaho; and,
- B. Grantee is the owner of real property located in the City of Coeur d'Alene, Kootenai County, Idaho; and,
- C. Grantor agrees to allow Grantees a permanent easement to install, repair and maintain a joint stormwater area, drainage and access for the same across Grantor's property as legally described in **Exhibit "A"**, and as further depicted on **Exhibit "B"**.

EASEMENT

In consideration of the above recitals and the terms and covenants of this Easement, the parties agree as follows:

- 1. Grantor agrees to grant a permanent ingress, egress, utility, drainage and maintenance Easement to Grantees over, under and across Grantor's property at the location legally described on **Exhibit "A"**, and further depicted on **Exhibit "B"**, attached hereto.
- 2. The scope and purpose of the Easement shall provide the Grantee with the right to ingress and egress to construct, reconstruct, install, operate, maintain, upgrade, repair, remove, utilities, drainage, and maintenance to the same and shall include, but not be limited to excavation, trenching, clearing, installing, and other means necessary to install and/or repair utilities, drainage, maintenance.
- 3. This Easement shall be appurtenant to, and run with the land, and shall be binding on, and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, and/or assigns and may be amended or modified only by written agreement of both of the parties.
- 4. Nothing herein shall be construed to give Grantee the right to use the easement area for any additional ingress or egress purposes.

5. The Grantor, does hereby hold harmless and agree to indemnify the Grantee, its employees, agents, elective or appointive officers, and all persons acting for, by through or in any way on behalf of the Grantee, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature arising or which may arise out of or by reason for the participation in or conducting of the construction of said Easement, excepting only such damages as are proximately caused by the Grantee's sole negligence.

IN WITNESS HEREOF, the Grantor and Grantees hereunto set their hands the day and year first written above.

GRANTOR:

MURREN INVESTMENTS, LLC

By: 
Alexander Murren, Member

By: 
Alyssa Murren, Member

GRANTEES:

CITY OF COEUR D'ALENE

By: _____
Daniel K. Gookin, Mayor

Attest:

City Clerk

STATE OF IDAHO)
)ss
County of Kootenai)

On this 22 day of October 2026, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Alexander Murren and Alyssa Murren known or identified to me to be the Members of Murren Investments, LLC, an Idaho limited liability company who signed the foregoing Easement on behalf of the company and acknowledged to me that said company executed the same.

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



Notary Public for the State of Idaho
Residing at: East-Idaho, ID



Exhibit "A"
Ingress, Egress, Utility, Drainage, and Maintenance Easement
Legal Description

A portion of Lot 5, Block 1, COEUR FIRST ADDITION, located in the Southeast Quarter of Section 35, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northwest corner of Lot 5, Block 1, COEUR FIRST ADDITION, as recorded in Book "E" of Plats, at Page 197, Instrument #675790, records of Kootenai County, Idaho, from which the northeast corner of said Lot 5 bears South 88°17'28" East, a distance of 230.00 feet;

Thence South 00°20'02" West along the west line of said Lot 5, a distance of 88.81 feet to the **Point of Beginning**;

Thence South 89°39'58" East leaving said west line of Lot 5, a distance of 63.53 feet;

Thence South 00°20'02" West, a distance of 16.08 feet to the south line of said Lot 5, and the beginning of a non-tangent curve to the left having a chord bearing of South 64°41'10" West, a chord distance of 70.48 feet;

Thence continuing along said south line of Lot 5, and said non-tangent curve to the left with a radius of 276.65 feet, through a central angle of 14°38'09", an arc distance of 70.67 feet to the southwest corner of said Lot 5;

Thence North 00°20'02" East along the west line of said Lot 5, a distance of 46.59 feet to the **Point of Beginning**;

Containing 1,885 square feet or 0.043 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC



DATE
10/22/2026
JOB #
2026-240

POINT OF
COMMENCEMENT



S88°17'28"E
230.00

COEUR FIRST
ADDITION

BLOCK 1

5

94.13
S09°34'25"W

EXHIBIT "B"
INGRESS, EGRESS, UTILITY, DRAINAGE,
AND MAINTENANCE EASEMENT

SECTION 35, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.
KOOTENAI COUNTY, IDAHO

N00°20'02"E
135.40

88.81

POINT OF
BEGINNING

S89°39'58"E
63.53

DW



46.59

C2

C1

C3

CROWN AVENUE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°20'02" W	16.08

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	224.05	276.65	46°24'07"	S 80°34'10" W	217.98
C2	70.67	276.65	14°38'09"	S 64°41'10" W	70.48
C3	153.38	276.65	31°45'59"	S 87°53'14" W	151.43

LEGEND

DW = DRY WELL
WM = WATER METER



1"=100'



10/22/2026

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-5-21, Mahogany Lane 1st Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot and one (1) tract residential development.

HISTORY

- a. Applicant: Robert A. Bloem, Manager
Bear Waterfront, LLC
2936 W. Dakota Avenue
Hayden, ID 83835
- b. Location: 2252 W. Bellerive Lane
- c. Previous Action:
 1. Preliminary Plat Approval – December 14, 2021
 2. Final Plat Approval, Mahogany Lane – June 20, 2023

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential Planned Unit Development is a replat of Tract A and Tract D, Mahogany Lane subdivision located in Coeur d'Alene. This subdivision created two (2) and one (1) tract. The document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

1. City Council approval of the final plat document.

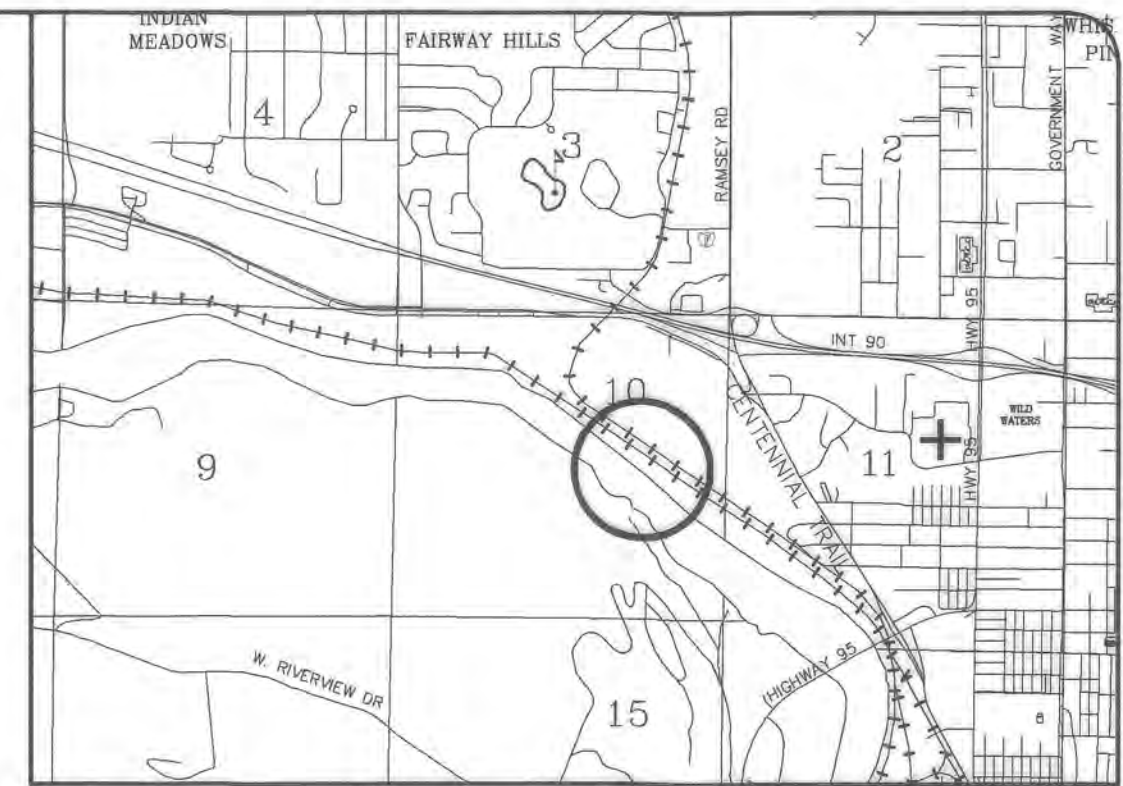
MAHOGANY LANE 1st ADDITION

A PLANNED UNIT DEVELOPMENT

A REPLAT OF TRACT A AND TRACT D, MAHOGANY LANE

SITUATE IN THE NE 1/4 AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP

NO SCALE

OWNER'S CERTIFICATE

BE IT KNOWN BY THESE PRESENT THAT BEAR WATERFRONT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS MAHOGANY LANE 1st ADDITION, A PLANNED UNIT DEVELOPMENT BEING A REPLAT OF TRACT A AND TRACT D, MAHOGANY LANE, AS RECORDED IN BOOK 11 OF PLATS AT PAGE 820, KOOTENAI COUNTY RECORDS. SITUATE IN A PORTION OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 04, SECTION 10, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

SAID LOTS CONTAINING 0.501 ACRES OR 21,806 SQUARE FEET, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE, PER I.C. 50-1334(2).

SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE BLANKET PEDESTRIAN EASEMENT OVER TRACT A, MAHOGANY LANE (R1) IS HEREBY VACATED AND SUPERSEDED BY THE OWNERS GRANT OF A REPLACEMENT PEDESTRIAN EASEMENT OVER TRACT AA OF THIS PLAT PUD TO ALLOW PUBLIC ACCESS TO AND FROM THE NORTH IDAHO CENTENNIAL TRAIL.

THE OWNERS HEREBY GRANT A BLANKET PEDESTRIAN EASEMENT OVER TRACT AA OF THIS PLAT TO THE PUBLIC TO ALLOW ACCESS TO AND FROM THE NORTH IDAHO CENTENNIAL TRAIL.



ROBERT A. BLOEM, MANAGER,
BEAR WATERFRONT, LLC

9/29/26

DATE

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF KOOTENAI }

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 29 DAY OF Sept, 2026,
BY ROBERT A. BLOEM, MANAGER OF BEAR WATERFRONT, LLC.

NOTARY PUBLIC FOR THE STATE OF IDAHO

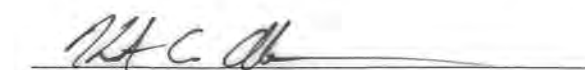
COMMISSION EXPIRES: 12-28-27.



HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (GLPE) REPRESENTING THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

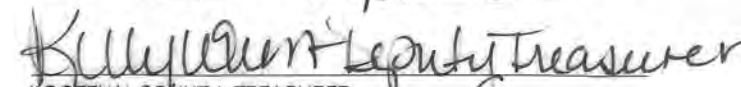
THIS 15th DAY OF October, 2026.


PANHANDLE HEALTH DISTRICT I

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31 2025

DATED THIS 29th DAY OF September, 2026.


KOOTENAI COUNTY, TREASURER

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS _____ DAY OF _____, 2026.

COEUR D'ALENE CITY CLERK

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS 3rd DAY OF November, 2026.


CITY OF COEUR D'ALENE, ENGINEER P-10804

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF A.T.S., INC.

THIS _____ DAY OF _____, 2026, AT _____ O'CLOCK ____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGES _____.

KOOTENAI COUNTY RECORDER

BY: _____ FEE: _____
DEPUTY

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2026.



KOOTENAI COUNTY, SURVEYOR

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, PL5 8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF JANUARY 2026. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



09-23-2026



ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING
INC.

P.O. BOX 3457, HAYDEN, IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731

SCALE: N/A

CHECKED BY: MBM

DATE: 09-23-2026

DRAWN BY: MBM

DATE: 07-09-2026

DWG: 1ST_ADD_PLAT

PROJ: 20-099

MAHOGANY LANE 1st ADDITION

A PLANNED UNIT DEVELOPMENT

A REPLAT OF TRACT A AND TRACT D, MAHOGANY LANE

SITUATE IN THE NE 1/4 AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2

BOOK _____ PAGE _____
INST NO. _____

REFERENCES

- R1) MAHOGANY LANE BY MATTHEW B. MAYBERRY, PLS 8862. RECORDED JULY 2023 IN BOOK "L" OF PLATS AT PAGE 820.
- R2) SURVEY BY GARY A. FRAME, PLS 1817. RECORDED FEBRUARY 1983 IN BOOK 03 OF SURVEYS AT PAGE 323.
- R3) SURVEY BY DOUGLAS W. BLACK, PLS 5573. RECORDED JUNE 1993 IN BOOK 13 OF SURVEYS AT PAGE 068.
- R4) BELLERIVE BY RONALD M. HODGE, PLS 8575. RECORDED APRIL 2006 IN BOOK "J" OF PLATS AT PAGE 311.
- R5) SURVEY BY JON A. GORDON, PLS 13911. RECORDED JULY 2016 IN BOOK 29 OF SURVEYS AT PAGE 178.
- R6) ATLAS WATERFRONT BY MICHAEL L. HATHAWAY, PLS 12318. RECORDED DECEMBER 2018 IN BOOK "L" OF PLATS AT PAGE 291.
- R7) ATLAS WATERFRONT FIRST ADDITION BY MICHAEL L. HATHAWAY, PLS 12318. RECORDED OCTOBER 2020 IN BOOK "L" OF PLATS AT PAGE 519.

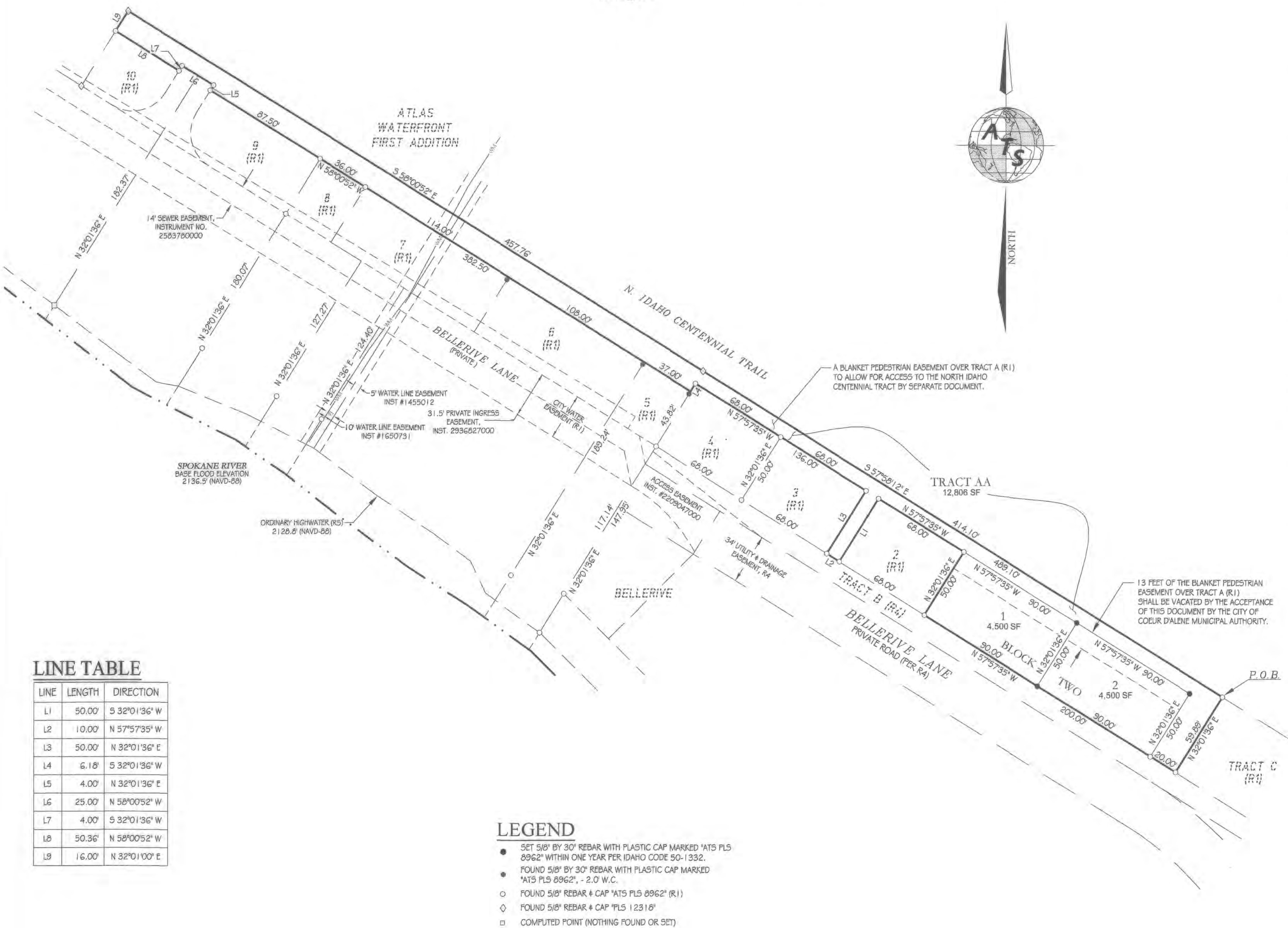
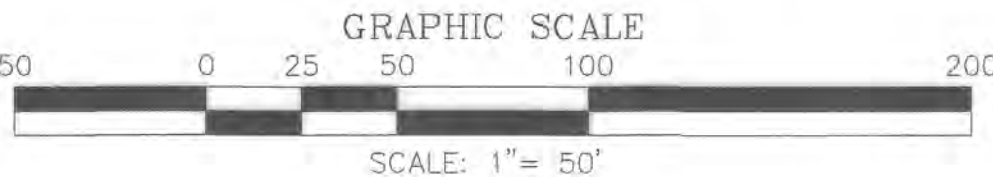
ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, BETWEEN FOUND MONUMENTS, TAKEN TO BEAR NORTH 01°01'05" EAST AND IS IDENTICAL TO THAT OF TILFORD PLACE, BOOK "L" OF PLATS AT PAGE 238.

SURVEYOR'S NARRATIVE/NOTES

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY FIRST AMERICAN TITLE INSURANCE, CO. ORDER #1039412-C. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
- ANY GRANTING OF PERPETUAL EASEMENTS DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
- THIS SURVEY WAS PERFORMED BY ACCEPTED GPS DATA COLLECTION PRACTICES USING A TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R121 RTK ROVER UNIT.
- THIS SURVEY WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION.
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCELS ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE FOR P.U.D. SUBDIVISIONS.
- PLAT BOUNDARY WAS ESTABLISHED BY HOLDING FOUND MONUMENTS PER (R1).
- TRACTS A & D (R1) SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MAHOGANY LANE, RECORDED AS INSTRUMENT NO. 2941821000 KOOTENAI COUNTY RECORDS.
- TRACT AA SHALL BE DEEDED TO THE MAHOGANY LANE HOA, INC. AS COMMUNITY OPEN SPACE.
- A BLANKET PEDESTRIAN EASEMENT SHALL BE GRANTED OVER TRACT AA TO ALLOW FOR ACCESS TO THE NORTH IDAHO CENTENNIAL TRAIL.



Matthew B. Mayberry
Professional Land Surveyor
8862
STATE OF IDAHO
MATTHEW B. MAYBERRY
09-23-2026

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING
INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 * FAX (208)-762-7731

SCALE: 1"=50'
CHECKED BY: MM
DATE: 09-23-2026
DRAWN BY: MBM
DATE: 07-09-2026
DWG: FP-PLAT
PROJ: 20-099

RESOLUTION NO. 26-083

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 12, 2026, THROUGH DECEMBER 11, 2026, FOR THE ANNUAL CITY LEAF PICK UP PROGRAM; APPROVING THE FINAL PLAT, ACCEPTANCE OF INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS, AND APPROVING AN AGREEMENT FOR MAINTENANCE/WARRANTY AND SECURITY FOR THE MOUNTAINSIDE AT CANFIELD; AND APPROVING THE ART SPOTLIGHT CDA-VISUAL ARTS GRANT AWARD AND GRANT AGREEMENT TO EMERGE CDA IN THE AMOUNT OF \$15,000.00 FOR YOUTH ARTS EDUCATION.

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

- A) Approval of the waiver of covered load regulations from November 12, 2026, through December 11, 2026, for the annual City Leaf Pick Up program;
- B) Approval of the Final Plat, Acceptance of Installed Public Infrastructure Improvements, and Approval of an Agreement for Maintenance/Warranty, and Security for the Mountainside at Canfield [S-1-26];
- C) Approval of Art Spotlight CDA-Visual Arts Grant Award to Emerge CDA and Grant Agreement in the amount of \$15,000.00 for Youth Arts Education with the option of a similar grant in the following year;

AND

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

NOW, THEREFORE,

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

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

DATED this 3rd day of November, 2026.

Daniel K. Gookin, 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 SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



City of Coeur d'Alene - Leaf Fest Begins Thursday, November 12th

Thursday, November 12th, marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. **Please be sure to keep leaves on your property until Wednesday, November 11th, 2026.** Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and **do not** include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Friday, December 11, 2026.

Leaf-fest 2026 Tips

Do:

- Keep leaves/needles on your property until Wednesday, November 11th
- Please move cars off of the street, if at all possible, during leaf pick-up
- Keep the leaves about one-foot off the curb line to facilitate storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves

Do NOT:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information, please check the website www.cdaid.org/leafpickup or call the Street Maintenance Information line 208.769.2233.

Follow our leaf pickup progress on-line at: <https://maps.cdaid.org/leaf/>

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Mountainside at Canfield: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a four (4) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Todd Stam, Member
Aspen Homes and Development, LLC
1831 N. Lakewood Drive
Coeur d'Alene, ID 83814
- b. Location: 2739 E. Thomas Lane, North side of Thomas Lane, between Miners Loop & Thomas Hill Drive.
- c. Previous Action:
 1. Preliminary plat approval, January 13, 2026.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 3, 2027. The amount of security provided is \$20,668.00.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the improvements installed will allow the issuance of all available building permits for this phase of the development, and Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 3, 2027.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.

MOUNTAINSIDE AT CANFIELD

LOT 2, BLOCK 1, HALFHIDE RIDGE
A PORTION OF THE NORTHEAST OF SECTION 6, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

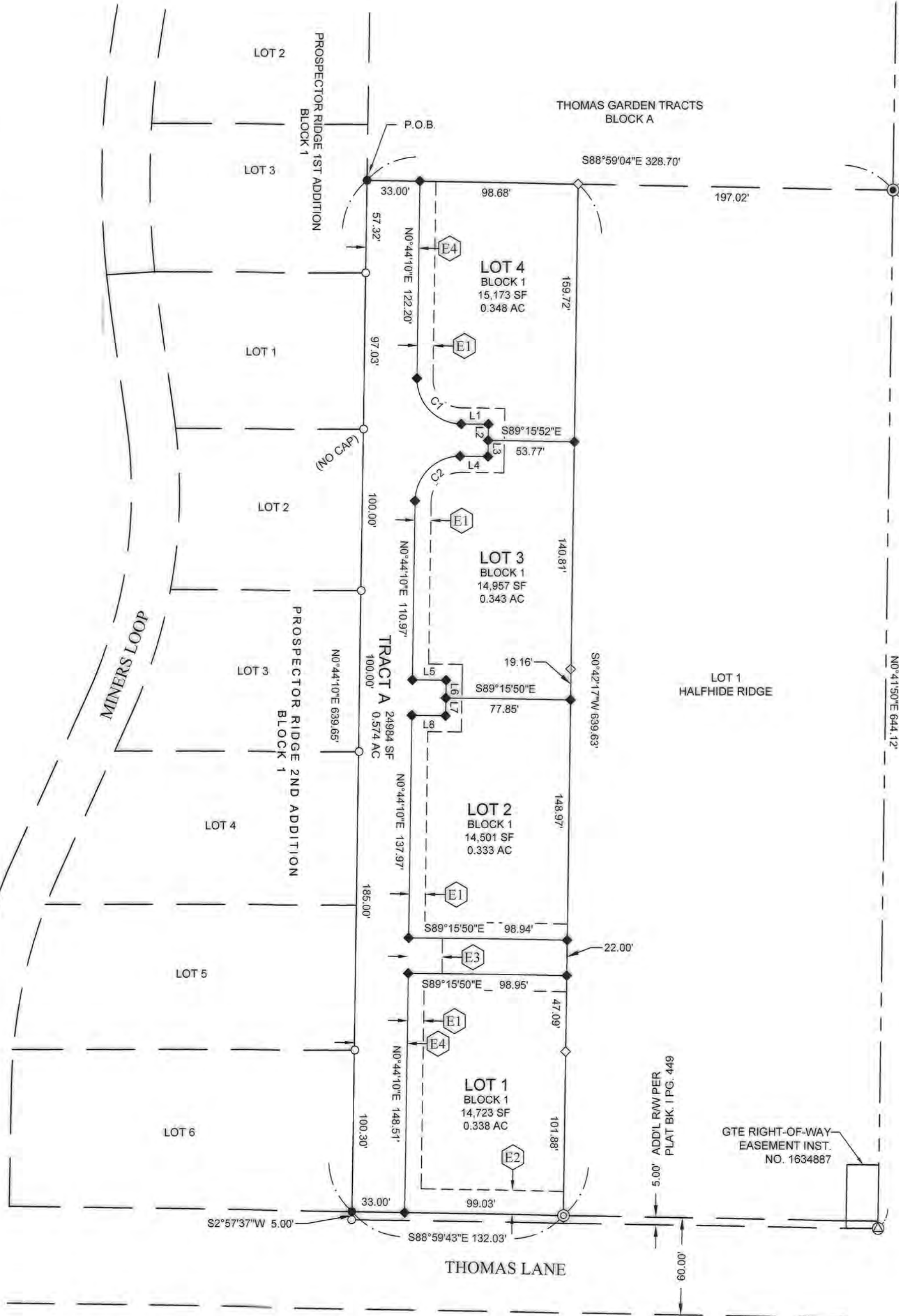
INST.#

N. 1/4 CORNER SEC. 6
2 1/2" ALUMINUM CAP
ILLEGIBLE
C.P.&F. INST. #1715641

E. 1/16 CORNER SEC. 6
5/8" REBAR
ILLEGIBLE

N.E. CORNER SEC. 6
3/4" IRON PIPE
C.P.&F. INST. #1226448

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°15'50"W	17.00'
L2	N0°44'10"E	10.00'
L3	S0°44'10"W	10.00'
L4	N89°15'50"W	17.00'
L5	S89°15'50"E	21.00'
L6	S0°44'10"W	11.00'
L7	S0°44'10"W	11.00'
L8	S89°15'50"E	21.00'



H-Scale 1"= 60



EASEMENT LEGEND

- E1 10' STORMWATER & UTILITY EASEMENT
- E2 15' UTILITY & SIDEWALK EASEMENT PER HALFHIDE RIDGE PLAT.
- E3 A SHARED 22' WIDE BY 21' DEEP PARKING AREA FOR LOTS 1 AND 2, BLOCK 1.
- E4 33' SEWER AND WATER EASEMENT GRANTED TO THE CITY OF COEUR D'ALENE.

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 PLAT OF THOMAS GARDEN TRACTS. RECORDED IN BOOK B OF PLATS, PAGE 137
- R-2 PLAT OF PROSPECTOR RIDGE FIRST ADDITION BY RUSSELL G. HONSAKER, PLS 5289. RECORDED IN BOOK I OF PLATS, PAGE 234, UNDER INSTRUMENT NO. 1648428.
- R-3 PLAT OF PROSPECTOR RIDGE SECOND ADDITION BY RUSSELL G. HONSAKER, PLS 5289. RECORDED IN BOOK I OF PLATS, PAGE 302, UNDER INSTRUMENT NO. 1695822.
- R-4 PLAT OF HALFHIDE RIDGE BY SCOTT M. RASOR, PLS 6374. RECORDED IN BOOK I OF PLATS, PAGE 449, UNDER INSTRUMENT NO. 1809348.

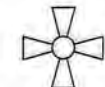
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	28.00'	43.98'	90°00'00"	S44°15'50"E	39.60'
C2	28.00'	43.98'	90°00'00"	S45°44'12"W	39.60'

LEGEND

- FOUND 5/8" REBAR WITH RED PLASTIC CAP, P.L.S. 5289
- ◇ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 3451
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 6374
- ⊗ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 15434
- FOUND 3/4" IRON PIPE
- ◆ SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊙ 1/16 SECTION CORNER AS NOTED

N-S 1/4 SECTION CORNER AS NOTED



SECTION CORNER AS NOTED

CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)

T.P.O.B. TRUE POINT OF BEGINNING

NOTE

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED.

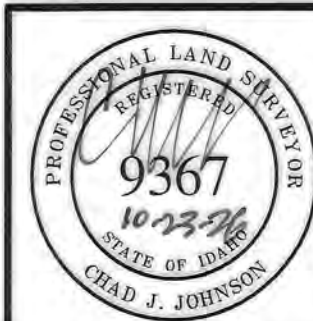
BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103), PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N. 2,204,487.99, E. 2,378,409.78) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD83 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00010073 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF - 0°44'24"

SURVEYOR'S NARRATIVE

THE PURPOSE FOR THIS SURVEY IS TO PERFORM A 4 LOT SUBDIVISION OF THE PROPERTY HEREON DEPICTED.

ALL MONUMENTATION DEPICTED HEREON WAS FOUND AT THE TIME OF SURVEY AND MONUMENTS WERE HELD AS DEPICTED HEREON.



MOUNTAINSIDE AT CANFIELD

LOT 2, BLOCK 1, HALFHIDE RIDGE, IN THE NE1/4 OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: SEPT. 2026

DRAFTED BY: KLK

PLOT DATE: 09/01/2026

SHEET

FILE NAME: 25-198 SURVEY

CHECKED BY: CJJ

PROJECT No.: 25-198

1

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

Johnson
Surveying

MOUNTAINSIDE AT CANFIELD

LOT 2, BLOCK 1, HALFHIDE RIDGE
A PORTION OF THE NORTHEAST OF SECTION 6, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT ASPEN HOMES AND DEVELOPMENT, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "MOUNTAINSIDE AT CANFIELD", SAID PROPERTY DESCRIBED PER WARRANTY DEED RECORDED OCTOBER 1, 2025 UNDER INSTRUMENT NUMBER 3018474000, RECORDS OF KOOTENAI COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 1, HALFHIDE RIDGE, ACCORDING TO THE PLAT RECORDED IN BOOK I OF PLATS AT PAGE 449 IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, HALFHIDE RIDGE ON THE EAST LINE OF BLOCK 1, PROSPECTOR RIDGE 1ST ADDITION AS RECORDED IN BOOK I OF PLATS, PAGE 234; THENCE SOUTH 88°59'04" EAST, 131.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, HALFHIDE RIDGE;

THENCE SOUTH 0°42'17" WEST, 639.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, HALFHIDE RIDGE AND THE NORTH RIGHT-OF-WAY LINE OF THOMAS LANE;

THENCE NORTH 88°59'43" WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID THOMAS LANE, 132.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, HALFHIDE RIDGE AND THE SOUTHEAST CORNER OF BLOCK 1, PROSPECTOR RIDGE 2ND ADDITION AS RECORDED IN BOOK I OF PLATS, PAGE 302;

THENCE NORTH 0°44'10" EAST, ALONG THE EAST LINE OF SAID BLOCK 1 OF PROSPECTOR RIDGE 2ND ADDITION AND SAID BLOCK 1 OF PROSPECTOR RIDGE 1ST ADDITION, 639.65 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.936 ACRES, MORE OR LESS.

THE OWNER HEREBY DEDICATES A 10-FOOT STORMWATER & UTILITY EASEMENT, AS SHOWN HEREON AS E-1, TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREBY DEDICATES A 15-FOOT UTILITY & SIDEWALK EASEMENT, AS SHOWN HEREON AS E-2, TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

TRACT A IS SUBJECT TO A SHARED DRIVEWAY EASEMENT FOR LOTS 1 AND 2 BLOCK 1 SHOWN AS EASEMENT LEGEND E-3 ON THE FACE OF THE PLAT.

TRACT A SHALL BE DEEDED TO THE MOUNTAINSIDE AT CANFIELD HOME OWNER'S ASSOCIATION BY SEPARATE INSTRUMENT NUMBER.

THE OWNER HEREBY GRANTS A SEWER AND WATER EASEMENT OVER THE WEST 33' OF TRACT A TO THE CITY OF COEUR D' ALENE AS SHOWN ON THE FACE OF THE PLAT AS E-4.

SEWER TO BE PROVIDED BY CITY OF COEUR D'ALENE.

WATER SERVICE TO BE PROVIDED BY CITY OF COEUR D'ALENE PER I.C. 50-1334(2).

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF KOOTENAI COUNTY, REQUIREMENTS OF THE MOUNTAINSIDE AT CANFIELD HOME OWNER'S ASSOCIATION, TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER.

Todd Stam 10/22/26
TODD STAM, MEMBER ASPEN HOMES AND DEVELOPMENT, LLC. DATE

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF KOOTENAI) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 22 DAY OF October, IN THE YEAR OF 2026, BY TODD STAM, MEMBER OF ASPEN HOMES AND DEVELOPMENT, LLC AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Tamara D. Price

MY COMMISSION EXPIRES : 03/26/32



PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING CITY OF COEUR D'ALENE AND THE OLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

R.H.C. all 10/23/2026
PANHANDLE HEALTH DISTRICT DATE

COEUR D'ALENE CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO.

THIS _____ DAY OF _____, 20 _____

COEUR D'ALENE CITY CLERK

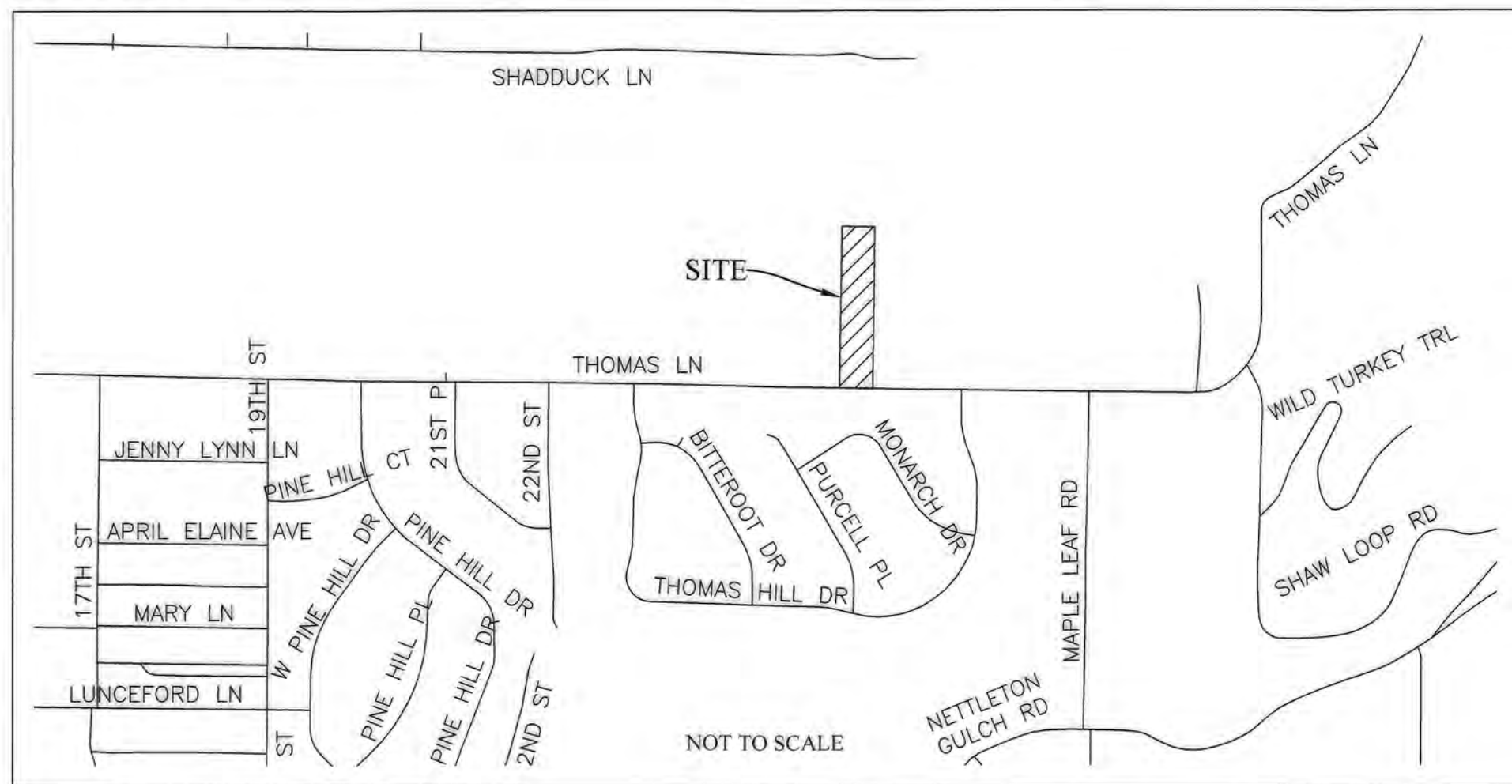
COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED.

THIS 3rd DAY OF November, 2026

Christopher W. Bosley
CHRISTOPHER W. BOSLEY PE #10804
CITY OF COEUR D'ALENE, ENGINEER

VICINITY MAP



TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 26th DAY OF October, 2026, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

DECEMBER 31st, 2025
Deputy Treasurer
KOOTENAI COUNTY TREASURER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____, 20 _____

AT _____ M. AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF _____

JENNIFER LOCKE
KOOTENAI COUNTY CLERK

BY: _____
DEPUTY CLERK FEE PAID

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20 _____

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

Chad J. Johnson 10-23-26
CHAD J. JOHNSON PLS 9367 DATE



MOUNTAINSIDE AT CANFIELD

LOT 2, BLOCK 1, HALFHIDE RIDGE, IN THE NE1/4 OF
SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: SEPT. 2026	DRAFTED BY: KLK	PLOT DATE: 10/22/2026	SHEET 2 2	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-198 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-198		

Johnson
Surveying

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Mountainside at Canfield

THIS AGREEMENT made this 3rd day of November, 2026 between Aspen Homes and Development, LLC, whose address is 1831 N. Lakewood Drive, Coeur d'Alene, ID 83814, with Todd R. Stam, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Mountainside at Canfield, a four (4) lot, one (1) tract residential development in Coeur d'Alene, lying within Section 6, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Mountainside at Canfield Subdivision Construction Plans", signed and stamped by Derek Huff, PE, # 23218, dated June 30, 2026, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty Thousand Six hundred sixty-eight and 00/100 Dollars (\$20,668.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of November, 2027. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Daniel K. Gookin, Mayor

Developer

Todd R. Stam, Member

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Right of Way Improvement Construction Cost Estimate Mountainside at Canfield- Coeur d' Alene, ID



Date: 9/23/2026

Item	Description	Quantity	Unit	Unit Price	Total Price
	<u>Clearing & Grubbing</u>				
1	Mobilization	1.00	LS	\$ 7,000.00	\$ 7,000.00
2	Swale Seeding	1.00	LS	\$ 200.00	\$ 200.00
	<u>Sewer</u>				
1	Sewer Services	4.00	EA	\$ 1,300.00	\$ 5,200.00
2	8" PVC Sanitary Sewer	1084.00	LF	\$42.00	\$ 45,528.00
3	48" Manholes	4.00	EA	\$4,200.00	\$ 16,800.00
	<u>Stormwater</u>				
1	Drywells	1.00	EA	\$ 3,650.00	\$ 3,650.00
2	Swales	800.00	SF	\$2.00	\$ 1,600.00
3	Curb Inlets	3.00	EA	\$185.00	\$ 555.00
	<u>Water</u>				
1	8" PVC Water Main	645.00	LF	\$ 56.00	\$ 36,120.00
2	Water Services	4.00	EA	\$ 4,000.00	\$ 16,000.00
3	Fire Hydrant	2.00	EA	\$ 9,300.00	\$ 18,600.00
4	Waterline Blowoff	1.00	EA	\$ 2,500.00	\$ 2,500.00
5	Tie-in to Existing Waterline	1.00	EA	\$ 3,385.00	\$ 3,385.00
	<u>Pavement, Curbs, & Gutter</u>				
1	Thomas Ln Asphalt Replacement	633.00	SY	\$ 37.00	\$ 23,421.00
2	Curb and Gutter	135.00	LF	\$ 85.00	\$ 11,475.00
	<u>Sidewalks & Driveways</u>				
1	4" Concrete Sidewalk	693.00	SF	\$ 14.25	\$ 9,875.25
2	Concrete Driveway Approach	265.00	SF	\$ 18.00	\$ 4,770.00

Total Estimated Construction Cost Estimate

\$ 206,679.25

10% Warranty Bond

\$ 20,668.00



Derek Huff
Digitally signed by Derek Huff
DN: cn=Derek Huff, o=Olson Engineering, cn=Derek Huff
Date: 2026.09.23 15:18:31 -07'00'

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026
FROM: Adam Rouse, Director Parks & Recreation/Arts Commission Liaison
SUBJECT: APPROVAL OF ART SPOTLIGHT CDA-VISUAL ARTS GRANT AWARD

DECISION POINT: Should Council approve the award of Art Spotlight CDA-Visual Arts program grant of \$15,000 to Emerge CDA?

HISTORY: The City of Coeur d'Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City's cultural resources; and to encourage and assist freedom of artistic expression essential for the wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999, revised in 2008 and 2017. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education. Performing arts are a distinguishing part of our public history and culture. Theatre, music, dance, and opera create and enhance the neighborhood and community identity. These live performances and the organizations that produce them add to the cultural landscape and character of the City.

The *Art Spotlight CDA: Visual Arts* program is modeled after the successful *Art Spotlight CDA: Performing Arts* program and is intended to strengthen Coeur d'Alene's creative community while promoting cultural tourism, economic vitality, and quality of life. The program will provide funding opportunities for artists, nonprofit organizations, schools, and community groups that present accessible visual arts programming benefiting the community. Eligible projects may include exhibitions, educational programs, public art initiatives, youth arts opportunities, workshops, and collaborative community arts projects.

The Coeur d'Alene Arts Commission published a call for visual arts organizations on June 3, 2026, requiring applicants to submit a one (1) to three (3) page letter that describes in detail the project, program, or initiative to be funded and how it will enhance both the company/organization and the community. The letter was to include how the funding will be utilized and how the Arts Commission and City will be recognized as sponsors.

Eligibility criteria include:

- Applicants must be based in Kootenai County, Idaho
- Applicants must be a 501(c)(3) nonprofit organization.
- Applicants must be in good standing with the City and the community.
- Applicant companies must have completed at least five (5) years of visual arts programming prior to the application deadline date.
- Applicants may submit one (1) application per grant cycle year.

- Applicants must be affiliated with an organization that consistently engages visual artists that teach, exhibit and promote their work within the community, and that manages the associated logistics as an ongoing and integral component of its core activities.

The call closed on July 10, 2026, and the City received a total of three (3) applications which were reviewed by a Selection Committee composed of Arts Professionals, community members, Visual Arts Professionals, and a Councilmember. The Selection Committee met on August 10, 2026, and recommended to the Arts Commission a grant of \$15,000 to Emerge CDA; the Arts Commission approved the selection at their October 27, 2026 meeting. The first-year period will run from the beginning of November 2026 through the end of October 2027.

FINANCIAL ANALYSIS: The total funds to be provided, using dedicated Art Fund dollars, would not exceed \$15,000. Emerge CDA will be funded in the amount of \$15,000 for the first year. A second payment of the same amount may be paid to Emerge CDA at the start of the second year for the same youth arts education program, or one that contains the same criteria as the work funded in the first year, should Emerge CDA be chosen to repeat the program funding.

DECISION POINT/RECOMMENDATION: Council should approve the award of Art Spotlight CDA: Visual Arts program grant to Emerge CDA in the amount of \$15,000 using dedicated Art Funds.

Emerge CDA, a 501(c)(3) organization in operation since 2015, is requesting funding from the Coeur d'Alene Arts Commission's Art Spotlight for Visual Arts to support youth arts education.

Program and Impact

Emerge CDA is a local arts non-profit supporting emerging artists in the community through art exhibitions, community events, and affordable arts education for youth and adults. Essential to Emerge's programming and mission are dedicated arts classes for kids and teens in our community. These youth arts programs include pottery, painting, and drawing classes for ages 7 to 18 as well as full day summer camps for ages 7 to 15. Emerge would use funds from the Art Spotlight to provide scholarships to low income families, allowing their children to attend classes or workshops for free or for a reduced cost.

Emerge makes it a priority to have arts education available to everyone regardless of age or income level. Access to the arts has an immeasurable positive impact on the health and wellbeing of our community. According to the most recent report from the National Endowment for the Arts, "participation in out-of-school arts activities was positively correlated with many social-emotional attributes and academic outcomes for children from kindergarten through fifth grade."

Emerge is a very small non-profit, and our capacity to give out the amount of scholarships that we see the need for is restricted by limited funds. Individuals receiving scholarships make up approximately 30% of our total number of youth and teen students. Since 2023, United Way, The Coeur d'Alene Arts Commission, and Northwest Specialty Hospital's generous funding has allowed Emerge to provide 126 scholarships to underserved youth, totaling \$25,143. Of this, \$22,373 (104 scholarships) came directly from the Arts Commission, ensuring Emerge was able to approve every scholarship request received from April 2024 to March of 2026. Funding from the Art Spotlight is essential to continuing Emerge's scholarship program.

There are a number of reasons families apply for scholarships. We most often see requests from:

- Single parents on a limited income supporting multiple children
- Parents living on social security income
- Parents with a child on the autism spectrum looking for a calm environment for their child to pursue their creative passions
- Grandparents with custody of one or more children
- Parents of children having a difficult time in school looking for a positive after school social experience for their child
- High school students paying for the class themselves, interested in continuing pottery outside of school

30% of families applying for a scholarship have an annual household income of \$29,999 or less and 59% have an annual household income of \$59,999 or less.

Recognition

The Coeur d'Alene Arts Commission will be recognized as a sponsor for scholarships in all online class listings where scholarships are available (all classes serving youth 18 and under), as well as in all print material that advertises these classes.

Application Process

Every class with scholarship funding available (any that are for ages 18 or under), has a link in its online description that leads to our scholarship application. This application asks for

- Identifying information of the applicant (or applicant's guardian) including contact information
- Which class they'd like to attend
- If they need a full or partial scholarship, if partial how much they are able to put towards the cost of the class
- Why they would like the scholarship
- If the applicant requires any accommodations that Emerge should be aware of
- An optional box for additional information the applicant wants to provide
- Optional demographic information for data tracking and grant reporting only, demographic information does not impact the outcome of the scholarship application

Scholarships are approved as they are received. When funding allows, we approve all scholarships received. When funding is more limited, approvals are limited to one class or workshop per student until all requesting individuals have had the opportunity to take a class.

Student Examples

Emerge's arts programs not only aid in the social and academic development of their students, they also support the artistic growth of dozens of young artists just starting to hone their abilities. Emerge sees a large amount of astounding artwork created by young students in the studio. From pottery to drawing to painting, students attending Emerge's classes receive instruction catered to their individual strengths, helping them to pursue their interests and passions.



Emerge CDA
119 N 2nd Street Coeur d'Alene, ID
programming@emergecda.com
208-930-1876



Funding from the Art Spotlight will ensure Emerge's scholarship program continues at full capacity, supporting the social-emotional, academic, and artistic success of many young creatives in the Coeur d'Alene community.

Thank you for your consideration,

Jaiden Haley
Operations Manager

Art Spotlight CDA Grant Agreement

Date of Agreement: _____

Grantee: Emerge CDA, 119 N 2nd Street, Coeur d'Alene, ID 83814

Purpose of Grant: Youth Arts Education

Total Amount of Grant: \$15,000.00

Grant Period: August 1, 2026 to July 31, 2027

This grant is awarded by the City of Coeur d'Alene (hereinafter referred to as the "City") to Grantee subject to the following terms and conditions:

A. Grantee acknowledges and agrees that:

1. Applicants must be based in Kootenai County Idaho
2. Applicants must be a 501(c)(3) nonprofit organization
3. Applicants must be in good standing with the city and the community
4. Applicant companies must have completed at least five (5) years of visual arts programming prior to the application deadline date
5. Applicants may submit one (1) application per grant cycle year, with a second-year option running from August 2027 through the end of July 2028
6. Applicants must be affiliated with an organization that consistently engages visual artists that teach, exhibit and promote their work within the community, and that manages the associated logistics as an ongoing and integral component of its core activities.
7. It has a social security number or tax identification number issued by the Internal Revenue Service; and
8. It will maintain adequate liability insurance, and provide proof of such insurance to the City, for any project, program, or production funded in whole or in part by the grant funds.

B. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount shown above without an amendment to this agreement and authorization from City Council for additional funds.

C. Grantee may not use any grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. Grantee further agrees that funds provided under this Agreement will not be used for religious activities such as worship, religious instruction, or proselytizing. This grant must be used for the purposes identified

above, as described in the Grantee's application and related correspondence, and may not be expended for any other purposes. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The City may request that Grantee return any unexpended grant funds remaining at the end of the grant period.

D. Grantee will provide the City a Report at the end of the grant period.

E. Grantee will provide promptly such additional information, reports and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the City.

F. Grantee will allow the City's Arts Commission to review and approve the text of any proposed publicity concerning this grant prior to its release. All promotional items, regardless of media format, shall have an approved CDA Arts Commission logo and support acknowledgment.

G. The City reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, it deems such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

H. Grantee shall hold harmless, defend, and indemnify the City and its representatives from any and all claims, actions, suits, charges, and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect, or misconduct of Grantee that may arise out of or which is in any way related to this Agreement.

I. Grantee's deposit, negotiation, or endorsement of the City's check for any grant funds will constitute its agreement to the terms and conditions set forth above. However, for the City's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the City's grant and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026
FROM: Mike Becker, Capital Programs Manager, WW Department
SUBJECT: Wastewater Rate Study Contract with HDR Engineering, Inc.

DECISION POINT:

Should City Council approve a Professional Services Agreement (PSA) with HDR Engineering, Inc. (HDR), in the amount of \$190,113.00 for updating the Wastewater Department's (WW) Comprehensive Wastewater Rate and Fee Study?

HISTORY:

Since 2002, the City of Coeur d'Alene Wastewater Department (WW) has periodically engaged consultants to conduct comprehensive Wastewater Rate and Fee Studies. These studies evaluate the adequacy of the City's monthly wastewater user rates and system development (capitalization) fees relative to the operating costs and capital expenditures associated with the City's wastewater collection, treatment, and composting systems. The studies apply generally accepted financial planning and rate-setting methodologies tailored to the unique characteristics and financial needs of the City's wastewater system.

The Wastewater Rate and Fee Study is updated every five (5) years to maintain the Department's long-term financial stability, satisfy applicable bond covenant requirements, and establish a financial framework for funding capital improvements necessary to meet operational needs and regulatory requirements. The most recent study was prepared by HDR, adopted by the City Council in 2022 (Resolution No. 22-015), and set to expire on April 1, 2028. Accordingly, the Department is preparing to initiate the next study to ensure continuity in financial planning and the timely implementation of future wastewater rates and fees.

PERFORMANCE ANALYSIS:

HDR has an established record of exceptional performance with the City of Coeur d'Alene Wastewater Department and has completed the Department's last four (4) Wastewater Rate and Fee Studies. HDR has also played an instrumental role in wastewater facility planning and infrastructure design, supporting the Department's ability to meet operational needs and comply with applicable regulatory requirements.

HDR is recommended to perform the 2028 Wastewater Rate and Fee Study based on their extensive historical knowledge of the City's wastewater system, including previous Wastewater Facility Plans, Sewer Collection System Master Plans, and numerous other studies. Retaining HDR will reduce redundant data acquisition, processing, and review, while leveraging the firm's existing knowledge of the system to improve efficiency and minimize unnecessary costs overruns to the City.

In accordance with Idaho Code § 67-2320(4), the City may negotiate an extended or new professional services agreement with a firm previously awarded a professional services contract for an associated or phased project, subject to the statute's applicable requirements. The

CITY COUNCIL STAFF REPORT

proposed study represents a continuation of the City's established financial planning and rate-setting efforts to develop cost-based, fair, and equitable wastewater rates and fees. These adjustments will support the Department's operations and maintenance, infrastructure replacement, and capital improvement needs for the next five-year planning period of 2028 through 2032.

FINANCIAL ANALYSIS:

This is a multi-year project that will extend into the City's Fiscal Year (FY) 2027/2028. The Wastewater Department currently has budget authority of \$200,000.00 in the Wastewater Operating Fund (031-022-4351-7305), which is sufficient to cover the proposed contract amount of \$190,113.00. Any remaining project costs, if necessary, will be budgeted in FY 2027/2028.

HDR's Scope of Services (Exhibit A) and Compensation Schedule (Exhibit B) are included with this report in support of the proposed Professional Services Agreement (PSA). The total contract amount for the 2028 Wastewater Rate and Fee Study is \$190,113.00.

DECISION POINT/RECOMMENDATION:

City Council should approve a Professional Services Agreement (PSA) with HDR Engineering, Inc. (HDR), in the amount of \$190,113.00 for updating the Wastewater Department's (WW) Comprehensive Wastewater Rate and Fee Study?

RESOLUTION NO. 26-084

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR UPDATING THE WASTEWATER DEPARTMENT'S COMPREHENSIVE WASTEWATER RATE AND FEE STUDY, IN AN AMOUNT NOT TO EXCEED \$190,113.00.

WHEREAS, the Capital Programs Manager of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with HDR Engineering, Inc., for updating the Wastewater Department's Comprehensive Wastewater Rate and Fee Study in an amount not to exceed One Hundred Ninety Thousand One Hundred Thirteen and No/100 Dollars (\$190,113.00), pursuant to the terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, the Wastewater Rates and Fees are updated every five years to maintain the Department's long-term financial stability, provide adequate funds for operations and maintenance, satisfy applicable bond covenant requirements, and establish a financial framework for funding capital improvements necessary to meet operational needs and regulatory requirements; and

WHEREAS, pursuant to Ordinance 3715, adopted the 7th day of March 2023, the City of Coeur d'Alene adopted the current Users Charges, the rates set pursuant to which are set to expire on April 1, 2028; and

WHEREAS, the Wastewater Department is preparing to initiate the next study to ensure continuity in financial planning and the timely implementation of future wastewater rates and fees; and

WHEREAS, HDR has extensive historical knowledge of the City's wastewater system, including previous Wastewater Facility Plans, Sewer Collection System Master Plans, and numerous other studies; and retaining HDR to perform the next Study will reduce redundant data acquisition, processing, and review, while leveraging the firm's existing knowledge of the system to improve efficiency and minimize unnecessary costs overruns to the City; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the City enter into a Professional Services Agreement with HDR Engineering, Inc., in an amount not to exceed One Hundred Ninety Thousand One Hundred Thirteen and No/100 Dollars (\$190,113.00), for updating the Wastewater

Department's Comprehensive Rate and Fee Study, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

**PROFESSIONAL SERVICES AGREEMENT
for the
2028 WASTEWATER RATE AND FEE STUDY**

This Professional Services Agreement, hereinafter referred to as the “AGREEMENT,” is made and entered into this _____ day of November, 2026, between the CITY OF COEUR D’ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “CITY,” and HDR ENGINEERING, INC., a corporation authorized to do business in the state of Idaho, with its principal place of business at 412 E. Parkcenter Blvd, Boise, Idaho 83706, hereinafter referred to as “ENGINEER.”

WITNESSETH:

WHEREAS, the CITY has scheduled for Fiscal Year 2027 an update of the current Comprehensive Wastewater Rate and Fee Study based on generally accepted financial planning and rate setting methodologies specifically tailored to the CITY’s unique customers and wastewater system characteristics, hereinafter referred to as the “PROJECT”; and

WHEREAS, in compliance with Idaho State Law and the CITY’s Procurement Policies, the ENGINEER has been selected to perform professional services on the basis of the ENGINEER was previously awarded a professional services agreement for the current Comprehensive Wastewater Rate and Fee Study and this is an associated phased project; and

WHEREAS, it was deemed by the CITY to be in the best interests of the CITY to retain the ENGINEER for updating the CITY’s current Comprehensive Wastewater Rate and Fee Study; and

WHEREAS, the ENGINEER has been awarded the AGREEMENT for said PROJECT.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

SECTION 1. EMPLOYMENT OF ENGINEER.

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

SECTION 2. SCOPE OF SERVICES.

A. The ENGINEER shall perform the services described in the ENGINEER’s Scope

of Services, and Compensation Schedule attached hereto and incorporated herein by reference as Exhibit "A" and Exhibit "B", respectively.

B. The ENGINEER shall perform all the necessary ancillary services respecting the tasks set forth in Exhibit "A."

SECTION 3. PERSONNEL.

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

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

SECTION 4. WORKERS' COMPENSATION

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

SECTION 5. TIME OF PERFORMANCE.

The services of the ENGINEER shall commence upon execution of the AGREEMENT by the CITY and shall, subject to the applicable standard of care, be completed on or before the anticipated completion date in Exhibit "A". The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 6. COMPENSATION.

Subject to the provisions of the AGREEMENT, the CITY shall pay the ENGINEER for Time and Materials charged to the PROJECT with a ceiling amount not exceeding One-hundred ninety thousand, one-hundred thirteen and no/100 (\$190,113.00) for tasks, as specified within Exhibit "A" unless otherwise authorized in writing by the CITY.

SECTION 7. METHOD AND TIME OF PAYMENT.

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

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause within the ENGINEER's reasonable control, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under the AGREEMENT, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of the AGREEMENT, the CITY shall provide the ENGINEER a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the ENGINEER fails to cure the deficiency, the CITY shall have the right to terminate the AGREEMENT by giving written notice to the ENGINEER of such termination and specifying the effective date thereof. Such written notice shall be provided to the ENGINEER at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the ENGINEER under the AGREEMENT shall, at the option of the CITY, become its property, and the ENGINEER shall be entitled to receive just and equitable compensation for any work completed as of the effective date of the termination on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The ENGINEER may terminate the AGREEMENT due to the City's material breach of contract with seven (7) days' written notice, unless breach is cured within the notice period.

SECTION 9. TERMINATION FOR CONVENIENCE.

The CITY may terminate the AGREEMENT at any time by giving thirty (30) days' written notice to the ENGINEER of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard and electronic copy documents, data, studies, surveys, and reports or other materials prepared by the ENGINEER under the AGREEMENT shall, at the option of the CITY, become its property. The ENGINEER shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 10. MODIFICATIONS.

The CITY may, from time to time, require modifications to the scope of services in Exhibit "A," to be performed under the AGREEMENT. The type and extent of such modifications to the scope of services cannot be determined at this time. However, the ENGINEER agrees to do such work as ordered in writing by the CITY, and the CITY agrees to compensate the ENGINEER for such work accomplished, as determined by written amendment to the AGREEMENT. The parties

agree to negotiate in good faith for reasonable compensation for additional work outside the original scope of services.

SECTION 11. NON-DISCRIMINATION.

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

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

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

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

SECTION 12. ANTI-BOYCOTT ISRAEL CERTIFICATION.

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

SECTION 13. CHINESE OWNERSHIP CERTIFICATION.

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

SECTION 14. ABORTION AFFILIATE CERTIFICATION.

Pursuant to Idaho Code § 18-8703, the ENGINEER certifies that it is not, and will not for

the duration of the AGREEMENT become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

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

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

SECTION 16. ASSIGNABILITY.

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

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

SECTION 17. INTEREST OF ENGINEER.

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

SECTION 18. FINDINGS CONFIDENTIAL.

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

SECTION 19. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

No material produced, in whole or in part, under the AGREEMENT shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the AGREEMENT. The ENGINEER shall provide copies of such

PROJECT to the CITY upon request. The CITY may make and retain copies of Documents for information and reference in connection with use on the PROJECT by the CITY. Such Documents are not intended or represented to be suitable for reuse by the CITY or others on extensions of this PROJECT or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER, as appropriate for the specific purpose intended, will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER and the ENGINEER's subconsultants. To the extent allowed by law, the CITY shall indemnify and hold harmless the ENGINEER and ENGINEER's subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 20. AUDITS AND INSPECTION.

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

SECTION 21. JURISDICTION; CHOICE OF LAW.

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

SECTION 22. NON-WAIVER.

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

SECTION 23. PERMITS, LAWS AND TAXES.

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

SECTION 24. RELATIONSHIPS OF THE PARTIES.

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

SECTION 25. INTEGRATION.

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

SECTION 26. HOLD HARMLESS.

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

B. The ENGINEER shall hold harmless, and indemnify the CITY, its officers, agents, and employees from and against damages or liability to the extent arising out of the ENGINEER's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the ENGINEER's negligent performance of professional services under the AGREEMENT. To this end, the ENGINEER shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 28(B).

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

SECTION 27. NOTIFICATION.

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

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

[ENGINEER]
HDR ENGINEERING, INC
412 E. Parkcenter Blvd.,
Boise, Idaho 83716

Attn: Shawn Koorn.

SECTION 28. STANDARD OF PERFORMANCE AND INSURANCE.

A. The ENGINEER shall maintain general liability insurance, naming the CITY, its entities, and its representatives as additional insureds, in the amount of at least one million dollars (\$1,000,000.00) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In the performance of professional services, the ENGINEER will use that degree of standard of care and skill ordinarily exercised under similar circumstances by members of the ENGINEER's profession. Should the ENGINEER or any of the ENGINEER's employees be found to have been negligent in the performance of professional services from which the CITY sustains damage, the ENGINEER has obtained Errors and Omissions Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The ENGINEER shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

D. Prior to the PROJECT under the AGREEMENT, the ENGINEER shall furnish to the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the ENGINEER shall promptly notify the CITY when the policy is canceled.

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Daniel K. Gookin, Mayor

_____, Vice President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary:

Introduction

Since the completion of the prior rate study, the City of Coeur d'Alene (City) has experienced increased costs and ongoing capital improvement needs, along with changing customer characteristics and demographics that should be addressed with an update to the wastewater rates and fees. The City has requested a scope of services to provide the updated wastewater rates and fees based on generally accepted financial planning and rate setting methodologies tailored to the City's specific system and customer characteristics.

Scope of Services

The following scope of services has been developed to provide the requested rate and fee update as requested by the City. The City has identified several key issues and are requesting additional analysis and this scope has incorporated those issues.

Task 1—Project Management

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

HDR Approach:

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

Assumptions:

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

Deliverables:

- Monthly progress report and invoice.

Task 2—Initial Project Meeting

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

HDR Approach:

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

Assumptions:

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

Deliverables:

- Summary meeting minutes provided electronically confirming the objectives, issues and concerns by both the City and HDR project teams.

Task 3—Data Collection

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

HDR Approach:

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

Assumptions:

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

Deliverables:

- An initial written data request to the City and identification of data constraints provided electronically.

Task 4—Review of Customer Characteristics

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

HDR Approach:

- Review the data for each customer class of service to determine current volume and strength characteristics.
- Compare the recent characteristics to the prior cost of service characteristics for each customer class of service.
- Review the rate/billing unit type and how they relate to an equivalent residential unit, per seat, per square foot etc., and work with the City to determine if the current rate/billing unit is the most appropriate.

Assumptions:

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

Deliverables:

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

Task 5—Project Planning and Approach Meeting

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

HDR Approach:

- Facilitate a half-day project meeting at the City's office with the HDR and City teams.
- Review the data and information from Task 4.
- Review and discuss cost of service methodology and approach.

Assumptions:

- Project meeting is for four hours with up to three HDR staff.
- HDR will coordinate through the City with other City consultants (e.g., wastewater facility plan consultant) to receive data and input as necessary.

Deliverables:

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

Task 6—Revenue Requirement

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

HDR Approach:

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

Assumptions:

- This scope of services consists of one update to the user charge system for SRF requirements.
- Up to two scenarios for modeling various growth, inflation and other cost impacts in any future year are included in this scope of services.
- A half-day workshop to develop the initial capital plan and review financial policies.

Deliverables:

- A projected revenue requirement analysis for a ten-year period that considers the necessary operating and capital needs of the wastewater utility.
- Recommendations regarding key financial indicators (e.g., debt service coverage, capital replacement, reserve levels).
- Half-day workshop with City staff to develop and revise the capital improvement plan and review financial policies.
- Develop a financing plan to reflect the funding of the capital improvement plan within the revenue requirement analysis.
- Review up to two alternatives available for capital improvements and the resulting impacts to the rates.
- Sensitivity analysis within the model to adjust growth and other factors impacting future costs and revenue.
- A transition plan to phase in needed rate adjustments.

Task 7—Cost of Service

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

HDR Approach:

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

Assumptions:

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

Deliverables:

- A cost of service analysis that proportionally distributes the costs of the wastewater utility to the identified customer classes of service in an Excel format.

Task 8—Rate Design

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

HDR Approach:

- Develop an understanding of the City's rate design goals and objectives.
- Provide City with examples of industry practices for rate making in Idaho and throughout the country.
- Evaluate the City's existing rates structure as compared to current industry trends.
- Review with the City current administrative issues associated with the existing rates and determine if other approaches are available.
 - The City has identified several administrative issues that relate to rates and fees. HDR will work with the City to address those issues. A particular issue the City has identified is how temporary seating is charged for both rates and Cap Fees.
- Explore rate design alternatives that meet the goals and objectives with City staff.
 - Review the low volume residential customer class and evaluate in consultation with the City to determine if that customer class fits with the City's current goals and objectives and consider if it should be phased out, or revised, as part of the proposed rates.
- Verify that the alternatives chosen for development will also be compatible with the City's billing system.
- Develop up to two rate structure alternatives based on the cost of service results and City's specific usage information for the City Council's consideration.
- Develop rate designs that fund the revenue requirement for the rate setting period (i.e., next five years).
- Compare the City's present and proposed rate structures with those of surrounding utilities.
- Provide a bill comparison and graph for each rate design that shows a comparison between the present bill and the proposed bill at various levels of usage.

Assumptions:

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

Deliverables:

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

Task 9—Update of the Wastewater Capitalization Fee

Develop an update to the City's current capitalization (Cap) Fee for the wastewater utility to reflect cost-based levels. Cap Fees are concerned with the cost of capacity to serve growth on the City's wastewater

system. The analysis and resulting report will detail the development of the analysis will provide the cost-basis for the updated Cap Fee. This will allow the City Council to make policy decisions that balance the cost-basis of the proposed Cap Fee with the need for capital fees that are sufficiently priced for “affordable” growth.

HDR Approach:

- Update the City’s wastewater Cap Fee to incorporate the City’s current wastewater infrastructure and current system capacity.
- Review the methodology used to establish the City’s existing Cap Fee and provide recommendations regarding modifications.
- Discuss with City staff the current methodology and implementation for the updated calculation to meet City specific goals and objectives.
- Review with the City current administrative issues associated with the fees and determine if alternative approaches are available

Assumptions:

- City will review and comment on the draft Cap Fee analysis.
- Cap Fees are related to the issue of financing growth and who should pay or share in the cost of that growth. As a general philosophy, most utilities prefer to have “growth pay for growth.” This statement implies a cost-based Cap Fee.
- Cost-based Cap Fees collect an appropriate charge that considers the cost of the available system capacity. Costs are placed in current day dollars (inflated as appropriate). Cap Fees are developed on the basis of the value of capacity, with the charges for a customer increasing in price in direct relationship to their expected capacity use of the system.
- The update of the City’s existing Cap Fees will provide a cost-based Cap Fee that is in conformance with methodologies generally accepted in the industry and Idaho law.
- A half-day project meeting at the City’s offices to review the Cap Fee recommendations.

Deliverables:

- A cost-based and proportional Cap Fees for the current capital plan time period.

Task 10—Public Presentations

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

HDR Approach:

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

Assumptions:

- Two (2) public presentations (meetings) with the City Council are anticipated, one (1) open

house/committee meeting.

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

Deliverables:

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

Task 11—Written Documentation

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

HDR Approach:

- Develop a written report, documenting assumptions, conclusions, and recommendations of the rate and fee study.
- Provide an explanation of key components of the study such as development of the cost of service and describe how the assumptions and methods align with generally accepted rate setting methodologies.
- Provide technical appendices of the technical analyses undertaken within our reports.
- Provide an electronic draft report for review and comment by City staff.
- Incorporate City staff comments into a draft-final report for review by City staff.
- Provide the City with the final electronic copy of the report.

Assumptions:

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

Deliverables:

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

Task 12—Follow Up Services

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

HDR Approach:

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

Assumptions:

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

- An estimated level of support is included in the current fee.

Deliverables:

- As requested/necessary.

Task 13—Management Reserve

As part of the rate and fee study the City may request additional services not included in the prior tasks. This task will provide a means to complete additional, unforeseen, services requested by the City.

HDR Approach:

- Coordinate with City staff to determine scope items outside of the outlined scope of services.

Assumptions:

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

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

Project Time Schedule

The City has estimated that the proposed rates and fees will be adopted by the City Council in February 2028 and go into effect in April of 2028. The project time period is appropriate given the prior studies completed for the City along with the key issues that will be discussed and developed as part of this study. If the reviews by City staff or Council are delayed, the project time schedule will be adjusted by the corresponding number of days.

Compensation

For services described in this Agreement, payment shall be made on a time and materials basis.

The City shall pay reimbursable expenses incurred directly or indirectly, including transportation travel, subconsultants, subcontractors, technology charges, shipping, and other similar incurred expenses. HDR may add 10% to invoices received from subconsultants and subcontractors to cover administrative expenses.

The City's total consideration, including time and material fee and expenses, shall not exceed \$190,113 without an amendment. An estimated task-by-task breakdown of project costs is shown in the table below.

As part of Task 1, Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short summary project status memorandum will be provided with each invoice.



Task #	Task Description	Labor Cost	Direct Costs	Total Costs
001	Project Mangement	\$ 16,330	\$ -	\$ 16,330
002	Initial Project Meeting	\$ 4,142	\$ -	\$ 4,142
003	Data Collection	\$ 4,394	\$ -	\$ 4,394
004	Review of Customer Characteristics	\$ 10,882	\$ -	\$ 10,882
005	Project Planning and Approach Meeting	\$ 8,819	\$ 868	\$ 9,687
006	Revenue Requirement	\$ 26,550	\$ 1,736	\$ 28,286
007	Cost of Service	\$ 20,056	\$ 1,736	\$ 21,792
008	Rate Design	\$ 8,916	\$ -	\$ 8,916
009	Update of the Wastewater Capitalization Fee	\$ 21,115	\$ 868	\$ 21,983
010	Public Presentations	\$ 14,633	\$ 3,472	\$ 18,105
011	Written Documentation	\$ 10,180	\$ -	\$ 10,180
012	Follow Up Services	\$ 18,133	\$ -	\$ 18,133
SUBTOTAL		\$ 135,837	\$ 8,680	\$ 172,830
013	10% Management Reserve	\$ 17,283	\$ -	\$ 17,283
TOTAL		\$ 164,150	\$ 8,680	\$ 190,113

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026

FROM: Adam Rouse, Parks and Recreation Director

SUBJECT: Panhandle Parks Foundation MOU-John Morrison Memorial
(*City Council Action Required*)

DECISION POINT:

Should Council approve a Memorandum of Understanding (MOU) with Panhandle Parks Foundation to establish a permanent memorial at or near Independence Point honoring John Morrison, a City of Coeur d'Alene firefighter killed in the line of duty.

HISTORY:

The Parks and Recreation Department has been working with Morrison family representatives, co-workers, and other vested community parties to establish a memorial for John Morrison. There are already donors identified as well as a conceptual drawing.

FINANCIAL ANALYSIS:

The Parties understand that construction of the memorial is contingent upon the availability of sufficient funding through donations, grants, City contributions, or other approved funding sources. Nothing in the MOU obligates either Party to expend funds beyond those separately approved through its respective authorization processes.

PERFORMANCE ANALYSIS:

The purpose of the MOU is to memorialize the Parties' shared commitment to plan, fund, construct, and maintain a permanent memorial honoring John Morrison. The Parties recognize the significance of honoring Mr. Morrison's service and sacrifice through a public memorial accessible to residents and visitors.

DECISION POINT / RECOMMENDATION:

Council should approve the Memorandum of Understanding with Panhandle Parks Foundation to establish a permanent memorial at or near Independence Point honoring John Morrison.

RESOLUTION NO. 26-085

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH PANHANDLE PARKS FOUNDATION FOR THE ESTABLISHMENT OF A PERMANENT MEMORIAL AT OR NEAR INDEPENDENCE POINT HONORING JOHN MORRISON.

WHEREAS, the Parks and Recreation Department Director has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with the Panhandle Parks Foundation, pursuant to terms and conditions set forth in a Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with the Panhandle Parks Foundation for the establishment of a permanent memorial at or near Independence Point honoring John Morrison in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

MEMORANDUM OF UNDERSTANDING
City of Coeur d'Alene and the Panhandle Parks Foundation
Regarding the John Morrison Memorial Project

This Memorandum of Understanding ("MOU") is entered into by and between the City of Coeur d'Alene ("City") and the Panhandle Parks Foundation ("Foundation"), collectively referred to as the "Parties."

Purpose

The purpose of this MOU is to memorialize the Parties' shared commitment to plan, fund, construct, and maintain a permanent memorial honoring John Morrison, a City of Coeur d'Alene firefighter who was killed in the line of duty. The Parties recognize the significance of honoring Mr. Morrison's service and sacrifice through a public memorial accessible to residents and visitors.

Memorial Location

The Parties currently intend for the memorial to be constructed at or near Independence Point within City-owned park property.

The Parties acknowledge that future park improvements, redevelopment activities, or site modifications at Independence Point may occur within the coming years. Such future changes shall not diminish the Parties' commitment to complete and preserve the memorial project.

Responsibilities of the Foundation

The Foundation agrees to:

1. Assist in fundraising efforts for the design, construction, and installation of the memorial.
2. Collaborate with the City on memorial design concepts and community engagement efforts.
3. Contribute financial and organizational support necessary to advance the project to completion.

Responsibilities of the City

The City agrees to:

1. Work collaboratively with the Foundation in the planning and development of the memorial.
2. Review and approve memorial designs in accordance with applicable City policies and standards.
3. Provide a suitable location for the memorial within City property.
4. Coordinate any required permitting, construction oversight, and long-term maintenance responsibilities as determined by the Parties.

Commitment to Completion

The Parties affirm their mutual intent that the John Morrison Memorial be completed and permanently installed. Should the originally contemplated location at Independence Point become unavailable, impractical, or subject to redesign, the Parties agree to work cooperatively to identify an alternative location that fulfills the purpose of this MOU.

It is the express intent of the Parties that future changes to park facilities or park planning efforts will not prevent the creation or continued preservation of the memorial.

Funding

The Parties understand that construction of the memorial is contingent upon the availability of sufficient funding through donations, grants, City contributions, or other approved funding sources. Nothing in this MOU obligates either Party to expend funds beyond those separately approved through its respective authorization processes.

Term

This MOU shall become effective upon signature by both Parties and shall remain in effect until the memorial project is completed and installed, unless modified or terminated by mutual written agreement of the Parties.

Non-Binding Nature

This MOU reflects the good-faith intentions of the Parties and is not intended to create legally enforceable obligations except as may be incorporated into subsequent agreements approved by the Parties.

Signatures

CITY OF COEUR D'ALENE

By: _____

Name: _____

Title: _____

Date: _____

PANHANDLE PARKS FOUNDATION

By: _____

Name: _____

Title: _____

Date: _____

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026

FROM: Adam Rouse, Parks & Recreation Director

SUBJECT: Cemetery Code Amendments (*City Council Action Required*)

DECISION POINT:

Should City Council adopt amendments to the City Code with respect to cemetery operations.

HISTORY:

The Cemetery Code has not undergone a comprehensive update in more than two decades. Over that time, operational practices, industry standards, and community needs have evolved, necessitating a review of the existing regulations.

The proposed amendments include substantial revisions regarding the roles and responsibilities of the American Legion, Kootenai Post 14, and the Veterans of Foreign Wars (VFW), Coeur d'Alene Post. Staff also conducted a thorough review of the existing code to update outdated provisions, clarify ambiguous language, improve administrative efficiency, and ensure consistency throughout the chapter.

FINANCIAL ANALYSIS:

The proposed amendments have no direct financial impact on the City. Any costs associated with implementation will be limited to staff time required to update administrative procedures and City Code references.

PERFORMANCE ANALYSIS:

The proposed amendments will improve the administration and long-term management of Forest Cemetery by modernizing operational standards and clarifying existing regulations. Key changes include: allowing up to three cremated remains (urns) to be interred within a full-size burial lot; allowing the interment of one casket and up to two cremated remains within a full-size burial lot; clarifying procedures and responsibilities related to cemetery operations and management; establishing provisions that allow the City to reclaim abandoned or unused cemetery lots in accordance with Idaho law; updating provisions related to the American Legion and Veterans of Foreign Wars to reflect current practices and responsibilities; and improving clarity and consistency throughout the Code for cemetery staff, lot owners, and the public.

These amendments will help maximize available burial space, improve operational efficiency, and ensure the continued stewardship of the City's cemetery facilities.

DECISION POINT/ RECOMMENDATION:

Council should adopt the proposed amendments to the Municipal Code pertaining to cemetery operations and management.

ORDINANCE NO.
COUNCIL BILL NO. 26-1019

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 4.10.010, 4.10.020, 4.10.030, 4.10.040, 4.10.050, 4.10.060, 4.10.070, 4.10.080, 4.10.090, 4.10.100, 4.10.110, 4.10.120, 4.10.130, AND ADDING A NEW SECTION, 4.10.140: RECLAMATION OF LOTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF

WHEREAS, upon recommendation of the City's Parks and Recreation Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted;

NOW, THEREFORE,

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

SECTION 1. *That section 4.10.010 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.010: FEES:

The ~~m~~Mayor and ~~e~~City ~~e~~Council will, from time to time, establish fees for all services provided by the ~~e~~City in providing cemetery services including, but not limited to, setting markers and monuments, opening and closing graves, burial of ashes or cremains, disinterment, furnishing concrete linings, setting stones and the price of lots, niches and nameplates. (Ord. 3382 §17, 2010)

SECTION 2. *That section 4.10.020 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.020: ALLOCATION OF FUNDS:

~~Fifty~~Thirty percent (~~35~~30%) of the revenues received from the sale of lots will be placed in the permanent cemetery investment fund and ~~fifty~~seventy percent (~~75~~70%) will be placed in the cemetery maintenance fund. (Ord. 3382 §17, 2010)

SECTION 3. *That section 4.10.030 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.030: SUPERVISION OF CEMETERIES:

The ~~p~~Parks ~~director~~s~~Superintendent~~ is responsible for the maintenance and operation of the ~~e~~City cemeteries, including enforcement of all ordinances and rules adopted regarding ~~e~~City cemeteries. Unless otherwise provided in this chapter, all work in the ~~e~~City cemeteries must be done by ~~e~~City employees working under the direction of the ~~p~~Parks and ~~cemetery~~r~~Recreation director~~SsDirector. (Ord. 3382 §17, 2010)

SECTION 4. *That section 4.10.040 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.040: CEMETERY RECORDS:

- A. The ~~p~~Parks ~~d~~irector and ~~r~~Recreation ~~d~~irector, or ~~his or her~~ designee, will keep and maintain a record of:
 - 1. All interments, including the name, age, gender, date of birth, ~~cause of death (if known),~~ and date and place of ~~burial (including section, lot and block);~~ burial, to include lot and/or niche location.
 - 2. All disinterments; and
 - 3. All lots sold, repurchased, or transferred from one owner to another.
- B. Records to be maintained for the above purposes include an interment book, ~~lot index~~ book, ~~and a lot map or~~ lot map book, and database. (Ord. 3382 §17, 2010)

SECTION 5. *That section 4.10.050 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.050: SALE AND TRANSFER OF CEMETERY LOTS:

- A. All cemetery lots are sold subject to the ~~e~~City's ordinances, rules and regulations regarding cemeteries and can only be used for the burial of human dead.
- B. The price of a cemetery lot includes the cost of perpetual care of the lot, not including extra care or labor such as planting trees, shrubs or flowers, or for any care over and above that exercised generally in the cemetery.
- C. No transfer or assignment of any lot will be valid without the written approval of the ~~m~~Mayor as attested by the ~~e~~City ~~e~~Clerk following approval by the ~~e~~City ~~e~~Council, which authorization shall appear in the minutes of the meeting when such authorization was given. (Ord. 3382 §17, 2010)

SECTION 6. *That section 4.10.060 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.060: BURIAL LOTS RESERVED FOR VETERANS:

- A. Blocks 50, 51, and 52 of section E of Forest Cemetery are reserved for the burial of veterans of World War II. A lot in this section will be provided free for the burial of a World War II veteran who received an honorable or medical discharge. An additional lot in the section will be provided free for the burial of one spouse of the veteran. The ~~e~~City will not pay the expense of opening and closing the graves. ~~(All of these lots are full, none are available.)~~

- B. Blocks 3, 4, 5, 6, 23, 24, 25, and 26 of section A of Forest Cemetery (190 lots total) are reserved for burial of members and members' spouses of Kootenai Post 14 of the American Legion. ~~Kootenai Post 14 will pay to the city fifty dollars (\$50.00) for each of the first one hundred seventy (170) lots used. Payment will be made at the time the lot is used if used for the burial of a member or at the time the lot is reserved if reserved for a member's spouse. The allocation of the various lots will be made by the officers of Kootenai Post 14. The maximum payment to the city under this subsection is nine thousand five hundred dollars (\$9,500.00) and Kootenai Post 14 has prepaid one thousand dollars (\$1,000.00), which reflects the cost of the final twenty (20) lots used.~~ All requirements have been met.
- C. Blocks 61 to 67 of section B of Forest Cemetery (182 lots total) are reserved for burial of members and members' spouses of the Coeur d'Alene Post of the Veterans Of Foreign Wars. ~~The post will pay to the city fifty dollars (\$50.00) for each of the first one hundred sixty two (162) lots used. Payment will be made at the time the lot is used if used for the burial of a member or at the time the lot is reserved if reserved for a member's spouse. The allocation of the various lots will be made by the officers of the Coeur d'Alene Post. The maximum payment to the city under this subsection is nine thousand one hundred dollars (\$9,100.00) and the Coeur d'Alene Post of Veterans Of Foreign Wars has prepaid one thousand dollars (\$1,000.00), which reflects the cost of the final twenty (20) lots used.~~ All requirements have been met.
- D. Blocks 68 and 69 of section B and lots 1 to 11 of block 70 of section B of Forest Cemetery (59 lots total) are reserved for burial of members and members' spouses of the Coeur d'Alene Post of Veterans Of Foreign Wars. ~~The post will pay to the city seventy dollars (\$70.00) for each of the first fifty (50) lots used. Payment will be made at the time each lot is used. The allocation of the various lots will be made by the officers of the Coeur d'Alene Post. The maximum payment to the city under this subsection is four thousand one hundred thirty dollars (\$4,130.00) and the Coeur d'Alene Post of Veterans Of Foreign Wars has prepaid six hundred thirty dollars (\$630.00), which reflects the cost of the final nine (9) lots used. (Ord. 3382 §17, 2010)~~ All requirements have been met.

SECTION 7. *That section 4.10.070 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.070: GRADE AND FENCING OF LOTS:

- A. The grade of all lots shall be determined by the ~~parks director~~Parks sSuperintendent.
- B. Each lot or block in the cemetery shall be marked by an iron pin or pipe at each corner set level with the ground.
- C. No enclosure of any nature, such as fences, copings, hedges or ditches, are allowed upon or around any plots, lots or blocks.
- D. Grave mounds are not permitted, and lots may not be raised above the established grade. The graves shall receive the same general care as other parts of the lawn. The grass is to be

cut and leaves and debris raked off ~~at the same time that~~while the remainder of the lawn is cleaned. (Ord. 3382 §17, 2010)

SECTION 8. *That section 4.10.080 of the Coeur d'Alene Municipal Code be amended as follows:*

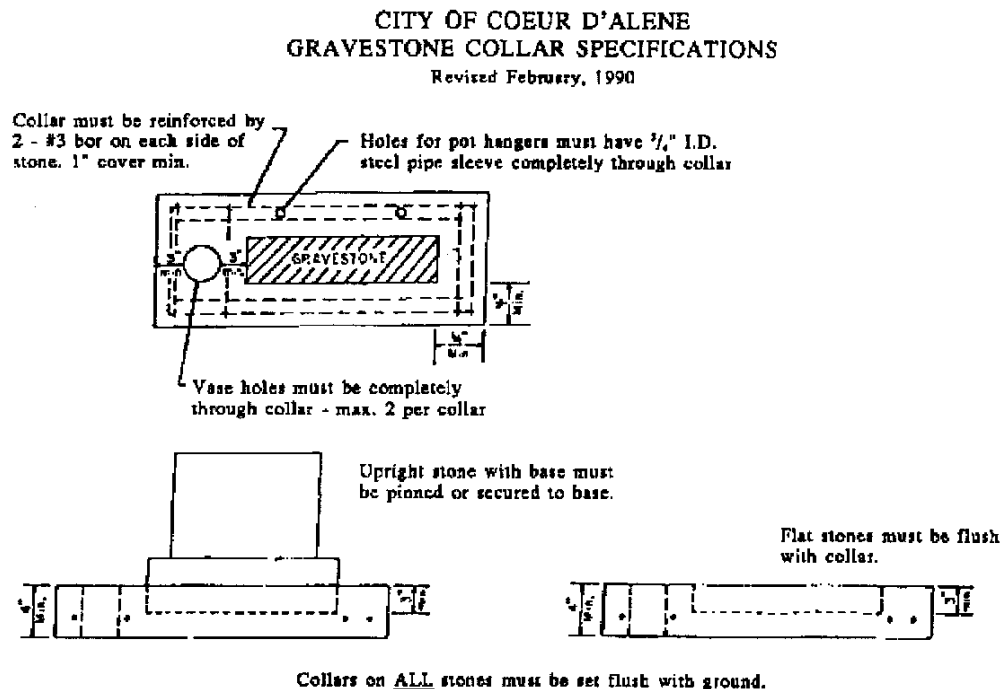
4.10.080: PLANTING AND REMOVAL OF TREES, SHRUBS AND PLANTS:

No trees, shrubs or plants shall be planted, pruned or removed without the consent of the ~~p~~Parks ~~director~~Superintendent. The ~~director~~Parks ~~s~~Superintendent shall have full authority to prune, remove or transplant any trees, shrubs or plants when he considers it in the best interest of the cemetery. (Ord. 3382 §17, 2010)

SECTION 9. *That section 4.10.090 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.090: MONUMENTS AND MARKERS:

- A. All monuments and gravestones must be placed upon foundations built of solid masonry, which shall not be less in size than the lower base of the structure, and which shall be of sufficient depth, in the opinion of the park and cemetery director, to support the monument. There shall be constructed a collar of concrete four inches (4") wide around the base at the bottom of each monument, or granite may be used as the foundation for the gravestone and must also have a minimum of a four inch (4") wide collar around the base of the monument. The monument must be glued and doweled securely to the granite. The top of the concrete collar or granite collar must be flush with the surrounding ground level. Specifications for a concrete collar are as illustrated in the drawing below.



- B. All stones of sufficient thickness to stand alone shall be properly doweled to their base.
- C. Wooden markers are prohibited.
- D. The base of all monuments shall be cut ~~so as to~~ set fairly level on foundations.
- E. The eCity is not liable for any damage or injury resulting to raised letterings, carving or ornaments on any memorial or other structure on any lot.
- F. ~~In sections J, K, L, M, N and O of~~ In Aall future additions or annexations of the Forest Cemetery Annex (Riverview) and all future additions or annexations to Forest Cemetery, grave markers must be set flush with the surrounding ground level. Width of collar and marker combined is to be four inches (4") less than the width of the lot on which it is to be placed. The length of the marker is not to exceed sixteen inches (16"). No pot hangers may be placed unless inserted within the collar of the headstone. Such pot hangers must be removed from the cemetery by October 1 of every year and may not be again placed in the cemetery until May 1.
- G. All headstones must be placed at the west edge of the lot except in sections G and F where they must be placed at the head of the lot. Any secondary stones must be placed flush to the first stone and flush with the ground.
- H. ~~Temporary markers used to identify a grave will be removed in six (6) months from date of burial. Temporary markers are not allowed to have collars and remain as a permanent marker.~~ (Ord. 3382 §17, 2010)

SECTION 10. *That section 4.10.100 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.100: INTERMENTS AND DISINTERMENTS:

- A. No interment will be permitted, nor will ~~any body~~any body be received for a full burial, unless a proper certificate is furnished to the ~~park and cemetery director~~cemetery office, ~~or his or her designee, setting forth the name of the deceased, the residence of the deceased at the time of his or her death, the name of his or her nearest relative, and the time, place and cause of death.~~ by the funeral home overseeing the burial.
- B. At least ~~twenty-four (24) hours~~forty-eight (48) hours notice must be given to the ~~park and cemetery director~~cemetery office before any interment. ~~Such~~A complete burial slip with full name, lot or niche location, birth date, death date, burial date and time, vault or liner status, and lot or niche location. notice shall give the size of the case used and the location of the grave.
- C. ~~Only one interment shall be made in the grave, except that a parent and infant, or two (2) children, may be placed in one casket, or one interment, and one cremains in the lot or two~~

~~(2) remains only in the lot, two (2) remains in remain lots K-1-A, K-5-A and K-10-A, and also except that double depth interment may be made in section B, blocks 1-6, 6A and 6B. One casket and two (2) urns may be allowed in a full burial lot, or up to (3) urns may be allowed.~~

- D. No interment or disinterment shall be made except by cemetery employees under the direction of the ~~p~~P~~arks and r~~R~~ecreation and cemetery d~~D~~irector~~, and upon the written consent of the record owner of the lot, his or her surviving spouse and/or members of the immediate family.
- E. The ~~e~~C~~ity~~ is not liable for any damage incurred during a disinterment ~~done to any casket, burial case or urn incurred in disinterment.~~
- F. The City is not liable for errors in issuing interment permits or establishing the identity of the deceased. Additionally, the City assumes no liability for verbal orders given by telephone, or for errors resulting from vague, incomplete, or inaccurate instructions regarding a burial plot's location, size, or boundaries. ~~The city is not liable for any mistake made in the issuance of the interment permit nor for any mistake of identity of the person interred. The city is not liable for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size or location of the plot where interment is made.~~
- G. No interment will be allowed, and no marker may be placed in or on any a cemetery lot ~~until the lot or block reserved has been paid for and the services rendered all fees~~ are paid in full.
- H. Every ~~earth-casket~~ interment shall be enclosed in a concrete vault or liner. Vaults made of heavy noncorrosive metal, fiberglass or other materials which meet or exceed the performance standards and specifications of concrete liners will also be permitted.
- I. No interments, disinterments or removals shall be permitted on Sunday or any of the legal holidays recognized by the ~~e~~C~~ity~~ except Veterans Day, Presidents' Day, Labor Day, and the day after Thanksgiving; provided, however, that when the death was caused by contagious disease and interment has been ordered within twenty-four (24) hours after death by ~~the a~~ health officer with jurisdiction, such interment may be made on other such holidays.
- J. Two (2) ~~eremaincremains~~ burials will be allowed in the same lot in Forest Cemetery on lots with trees which cannot otherwise be used for full burial. Said lots will also be restricted to flat markers set flush to the ground and not to be wider than twelve inches (12") or longer than ~~thirty-six~~thirty-six inches (36"). All cremains are to be placed in a nonperishable container prior to interment in ground or niche wall.
- K. One ~~eremaincremains~~ urn is allowed in each niche in the ~~eremaincremains~~ niche wall, except where companion niches are provided, then two (2) ~~eremaincremains~~ urns are allowed. ~~A standard nameplate will be provided by the cemetery. Purchaser of cremain niche is responsible for engraving of nameplate and cost of the nameplate including installation. No other nameplates will be allowed except for veteran administration nameplates made of~~

~~bronze and measuring eight and one-half inches by five and one-half inches (8½" x 5½"). A standard nameplate may be purchased through the cemetery office, installation fees apply. Bronze nameplates only are allowed in Forest Cemetery and only silver nameplates in Riverview. Newer niche walls in both Forest and Riverview Cemeteries allow for engraving by a third party.~~ When a niche with a nameplate, or engraving, is vacated at the owner's request, ~~and the nameplate is to be removed, and, if the door is engraved,~~ the owner making the request will be responsible for a new niche door.

- L. ~~Opening and closing services and costs are not the responsibility of the city. The mMayor and eCity eCouncil~~ the Parks & Recreation Director may, ~~by resolution in writing,~~ provide criteria under which a private contractor may perform opening and closing services in the cemetery.
- M. A memorial stone marker or plaque can be placed on a lot but must not extend beyond the four feet (4') authorized for the headstone and secondary stone on a lot. A memorial stone marker must be placed within a collar of the headstone or secondary stone and be flush to the ground, a flat bronze memorial plaque can be secured to the collar of a headstone or secondary stone. A "memorial stone marker or plaque" is defined as a third stone or plaque on a lot memorializing someone that is not actually interred in the lot. The first interment would have a headstone, headstone; the second interment would have the secondary stone. The secondary stone must be flush with the ground, placed directly at the base of the headstone and cannot exceed two feet by two feet (2' x 2') in size. (Ord. 3382 §17, 2010)

SECTION 11. *That section 4.10.110 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.110: RULES OF CONDUCT:

- A. No vehicle shall be driven upon the cemetery grounds faster than ten (10) miles per hour.
- B. Children unaccompanied by parents or guardians will not be permitted on the grounds.
- C. No dogs or other animals will be permitted to run at large upon the grounds, nor shall dogs or other animals be allowed upon the grounds except service animals accompanied by their owners or when dogs or other animals, under proper restraint, are allowed on the grounds as part of a funeral procession.
- D. All persons are prohibited from gathering or taking away any flowers, wild or cultivated, or breaking, damaging or destroying any shrub, plant or tree upon the cemetery grounds.
- E. All persons are prohibited from writing upon, or in any manner marring, defacing or injuring any monument in the cemetery, from playing any games, washing cars, sunbathing, or any other activities unrelated to the proper use, good order, and decorum of the cemetery. (Ord. 3382 §17, 2010)

SECTION 12. *That section 4.10.120 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.120: CEMETERY HOURS:

All eCity cemeteries are closed to the public during the hours of ten o'clock (10:00) P.M. until seven o'clock (7:00) A.M., and all persons are prohibited from ~~entering into~~entering any eCity cemetery during such hours except by special authorization of the ~~park and cemetery~~Parks and Recreation dDirector. (Ord. 3382 §17, 2010)

SECTION 13. *That section 4.10.130 of the Coeur d'Alene Municipal Code be amended as follows:*

4.10.130: ENFORCEMENT AND PENALTIES:

- A. The pParks and Recreation dDirector ~~is authorized to~~responsible for maintaining quiet and good order in eCity cemeteries, and is authorized to eject any person violating any of the provisions of this eChapter or who disturbs the quiet, peace and good order of the eCity cemeteries by loud noise or improper conduct.
- B. Any violation of a mandatory provision of this eChapter is a misdemeanor punishable as provided in section 1.28.010 of this code. (Ord. 3382 §17, 2010)

SECTION 14. *That a new Section 4.10.140, Reclamation of Lots, be added to the Coeur d'Alene Municipal Code as follows:*

4.10.140: RECLAMATION OF LOTS:

The City Council may reclaim lots, sites, or portions of a cemetery not used for one hundred (100) years by Resolution as provided by Idaho Code § 27-301. To reclaim a lot, Council shall pass a Resolution requesting that the owner, or his or her heir or assign, of a lot, site, or portion of the cemetery that has been unused for burial purposes for more than one hundred (100) years, file with the City Clerk a written statement of continuing claim or interest in the lot, site, or portion of the cemetery.

(1) The City will deliver a copy of the Resolution to the individual personally or by leaving copies thereof at the individual's home or usual place of abode with some person over the age of eighteen (18) years then residing therein. The Resolution shall notify the owner that the owner must, within sixty (60) days after service of the Resolution on the owner, express his or her interest in maintaining the cemetery lot, site, or portion of the cemetery by filing with the City Clerk a written statement of his or her continuing claim or interest.

(2) If it is determined that the owner is deceased, the requirement to personally serve the owner may be met by mailing a copy of the Resolution to all known or reasonably ascertainable heirs of the owner. A search for heirs shall include an inquiry into the next succeeding owner(s) of a decedent's real property and a basic online search for information about the heirs of the deceased owner.

(3) If the owner cannot be personally served with the Resolution as required in subsection (2) of this section, the City shall publish the Resolution for three (3) successive weeks in the City's official newspaper and shall mail a copy of the Resolution within fourteen (14) days after the publication to the owner's last known address, if available.

(4) If, in response to the Resolution, the owner or one (1) of his or her heirs or assigns submits a written statement of continuing interest in the lot, site, or portion of the cemetery for interment purposes, the City shall reissue to said person a new conveyance document evidencing his or her interest in said lot, site, or portion of the cemetery for interment purposes, in accordance with its usual practices. If more than one (1) heir or assign shall submit competing claims in the lot, site, or portion of the cemetery in question, the City shall notify all such competing heirs or assigns but shall have no authority to adjudicate the relative merits of said claims or interests. If, within ten (10) years from the date of said notification, the competing heirs or assigns shall not have agreed upon a resolution of their various interests or adjudicated the same, the City may require from each a renewed written statement of each such heir's or assign's continuing claim or interest in the lot, site, or portion of the cemetery, by complying with the provisions of this section. The City may repeat this process every ten (10) years, as necessary, until such time as ownership of the lot, site or portion is vested in an individual. Alternatively, when facing competing claims among heirs, the City may file an interpleader in a court of competent jurisdiction to determine the rights of all persons claiming an ownership interest in the cemetery lot, site or portion in question.

(5) If, for sixty (60) days after the last date of service, mailing and/or publication of the Resolution, the owner, or his or her heir or assign, of the cemetery lot, site, or portion of the cemetery fails to claim an interest, the owner's rights, and the rights of his or her heirs and/or assigns, are terminated, and that lot shall be revert back to the City.

SECTION 15. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 16. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 17. After its passage and adoption, a summary of this Ordinance, pursuant to the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication this Ordinance shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on November 3, 2026.

APPROVED, ADOPTED and SIGNED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Amending Sections 4.10.010, 4.10.020, 4.10.030, 4.10.040, 4.10.050, 4.10.060, 4.10.070, 4.10.080, 4.10.090, 4.10.100, 4.10.110, 4.10.120, 4.10.130, and adding a new Section, 4.10.140:
Reclamation of Lots, to the Coeur d'Alene Municipal Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 4.10.010, 4.10.020, 4.10.030, 4.10.040, 4.10.050, 4.10.060, 4.10.070, 4.10.080, 4.10.090, 4.10.100, 4.10.110, 4.10.120, 4.10.130, AND ADDING A NEW SECTION, 4.10.140: RECLAMATION OF LOTS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Sections 4.10.010, 4.10.020, 4.10.030, 4.10.040, 4.10.050, 4.10.060, 4.10.070, 4.10.080, 4.10.090, 4.10.100, 4.10.110, 4.10.120, 4.10.130, and adding a new Section, 4.10.140: Reclamation of Lots, to the Coeur d'Alene Municipal Code, 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 3rd day of November, 2026.

Randall R. Adams, City Attorney

**CITY COUNCIL
STAFF REPORT**

DATE: November 3, 2026
FROM: Randy Adams, City Attorney
SUBJECT: Parking Restriction---Alleys

DECISION POINT: Should Council approve an amendment to Municipal Code § 10.20.010, Stopping, Standing, Parking, to prohibit parking within fifteen feet (15') in each direction from the point of intersection of the curb lines of a roadway and the boundary line of an alley?

HISTORY: Municipal Code § 10.20.010 sets out various places where a person cannot stop, stand or park a vehicle except when necessary to avoid conflict with other traffic, or at the direction of a police officer or traffic control device. Recently, Republic Services, the City's solid waste hauler, has experienced difficulty entering and exiting some alleys when collecting a citizens' solid waste and recyclables. If a vehicle is parked too close to the intersection of a road and an alley, Republic's trucks cannot safely make the turn. As a consequence, some customers, who have historically placed their totes in an alley for pick up, have not had their solid waste collected on the designated day and Republic has to go back on a different day after the vehicles have been moved. If vehicles have not been moved, however, the solid waste may not be collected at all or the Republic drivers have had to back into a street, which presents a traffic hazard. Republic has requested the parking prohibition to allow its trucks to safely serve alley solid waste pick up.

PERFORMANCE ANALYSIS: The amendment would increase the safety and timely service of solid waste collection, while minimally affecting people who park on streets and in alleys. Municipal Code § 10.20.010 already prohibits stopping, standing, or parking a vehicle '[w]ithin thirty feet (30') in each direction from the point of intersection of the curb lines at an intersection." Where an alley meets a road is not considered an "intersection," which is defined as where two highways join (I.C. § 49-110(10)(a)), because an alley is not a highway. A highway is "every way publicly maintained when any part is open to the use of the public for vehicular travel," I.C. § 49-109(4), while an alley is "a public way of limited use intended only to provide access to the rear or side of lots or buildings in urban districts, I.C. § 49-102(10). Alleys are much narrower than a road, making turns tighter for any vehicle, let alone large solid waste trucks, and vehicles parked close to where an alley meets a road obstruct the visibility of oncoming traffic.

FINANCIAL ANALYSIS: There will be minimal cost to the City, largely from enforcement. The City anticipates a reasonable period of time for education with warnings, with the possibility of posting signs in selected areas if education is ineffective.

DECISION POINT/RECOMMENDATION: Council should approve the amendment to Municipal Code § 10.10.010, Stopping, Standing, Parking, to add a new subsection 16, prohibiting parking within fifteen feet (15') in each direction from the point of intersection of the curb lines of a roadway and the boundary line of an alley.

ORDINANCE NO.
COUNCIL BILL NO. 26-1020

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE: 10.20.010(A); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

SECTION 1. *That section 10.20.010 of the Coeur d'Alene Municipal Code be amended as follows:*

10.20.010: STOPPING, STANDING, PARKING:

A. No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic, or at the direction of a police officer or traffic control device, in any of the following places:

1. On a sidewalk;
2. In front of a public or private driveway;
3. Within an intersection;
4. On a crosswalk;
5. Within thirty feet (30') in each direction from the point of intersection of the curb lines at an intersection, or within twenty feet (20') of any other location of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface; and, if there are no intersection curb lines on one side of the roadway at an intersection, within twenty feet (20') of the crosswalk at that intersection;
6. Between a safety zone and the adjacent curb or within thirty feet (30') of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings;
7. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

8. On a roadway side of any vehicle stopped or parked at the edge or curb of a street;
9. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
10. In an alley so as to hinder or block traffic;
11. In front of a mailbox in a manner that would prevent the distribution of mail by the United States postal service. Postal carriers must be able to drive into and out of the delivery area without backing up;
12. In a parking space designated for handicapped parking except for a vehicle that is momentarily in the space for the purpose of allowing a handicapped person to enter or leave the vehicle, unless the vehicle is displaying a special license of the handicapped, or official handicapped card issued by the state, or an official temporary handicapped card issued by the state or another state;
13. Upon any officially marked bicycle lane, bicycle path, footpath or other separate right of way specifically set aside for use by pedestrians or nonmotorized vehicles except at an intersection or when entering or leaving a roadway at a driveway, private road or alley. This section shall not apply to authorized emergency vehicles meeting the conditions specified in title 49 of the Idaho Code, or authorized maintenance and construction vehicles while actually engaged in work upon a roadway or nonmotorized right of way; ~~or~~
14. At any place where traffic control devices regulating stopping, standing, or parking are placed at the direction of the city council by duly passed resolution, to regulate the flow of traffic or to ensure the safety of motorists or pedestrians;:-
15. Within fifteen feet (15') of any fire hydrant unless within a parking space designated pursuant to section [10.24.020](#) of this title, or within a marked fire lane;:- Or
16. Within fifteen feet (15') in each direction from the point of intersection of the curb lines of a roadway and the boundary line of an alley.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on November 3, 2026.

APPROVED, ADOPTED and SIGNED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO.
Amending Section 10.20.010 of the City Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF COEUR D'ALENE MUNICIPAL CODE: 10.20.010(A); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending section 10.20.010 of the Coeur d'Alene Municipal Code, 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 3rd day of November, 2026.

Randall R. Adams, City Attorney

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026
FROM: Kyle Marine Water Department Director
SUBJECT: Northeast Water Tank Change order

DECISION POINT: Should City Council approve a \$283,841.90 change order with Apollo, Inc. for additional slope stabilization required for the Northeast Water Tank Project at the end of Thomas Lane?

HISTORY: The City Council approved the construction of a 1.0-million-gallon water storage tank on June 16, 2026, and entered into a Contract with Apollo, Inc. in the amount of \$4,366,950.00. During excavation, the exposed hillside slope was evaluated by STRATA, the geotechnical engineer, who determined additional stabilization was necessary.

J-U-B Engineers worked with STRATA to develop a stabilization plan requiring 27 rock dowels at 20 feet deep and 22 rock dowels at 10 feet deep. The change order would address these unforeseen site conditions and allow construction to continue without unnecessary delays.

PERFORMANCE ANALYSIS: The City's High-Pressure Zone currently has 4.0 million gallons of storage. The Water System Master Plan identified the need for 3.0 million gallons of additional storage to improve system reliability and meet long-term demand. This includes the 1.0-million-gallon tank currently under construction at the end of Thomas Lane, an additional 1.0 million gallons by 2032, and another 1.0 million gallons by 2037. The tank currently under construction represents approximately 33% of the total additional storage identified in the plan.

The new tank will provide additional storage in the northeast portion of the system, improve hydraulic balance, reduce peak transmission demands, and support future growth. The additional slope stabilization is necessary to protect the tank site and the City's investment in this infrastructure project.

FINANCIAL ANALYSIS: The original awarded contract amount was \$4,366,950, with a total project budget of \$5,000,000. The change order increases the contract amount to \$4,650,791.90, leaving \$349,208.10 within the approved budget.

The project is funded through available capitalization fee reserves. No additional budget or debt financing is required.

DECISION POINT / RECOMMENDATION: Council should approve the Water Department authorizing the \$283,841.90 change order with Apollo Inc., bringing the total cost of the project to \$4,650,791.90. The revised contract amount remains within the approved \$5,000,000 project budget.



1



2



3

Attachment 1

CHANGE ORDER 01
Summary of Change Order

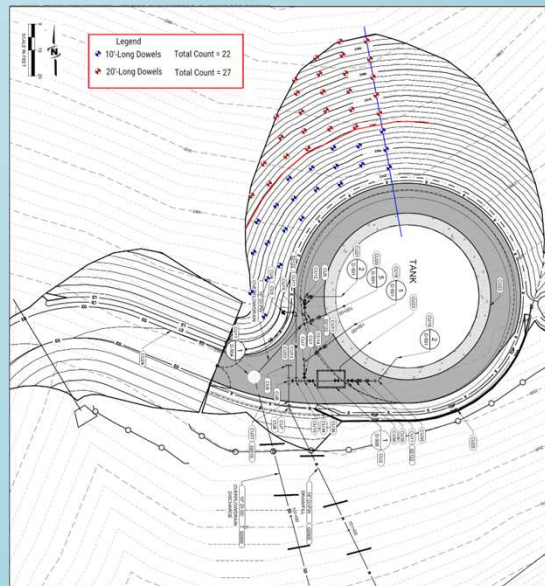
ITEM NO.	DESCRIPTION	Est. Qty.	Unit	CHANGE ORDER DIFFERENCE	
				UNIT PRICE	TOTAL
Labor					
CO-1-20	20' Dowels 27 ea	27	EA	\$ 7,267.50	\$ 196,222.50
CO-1-10	10' Dowels 22 ea	22	EA	\$ 3,982.70	\$ 87,619.40
Other Costs					
	Subtotal				\$ 283,841.90
	*Labor O&P			15%	--
	*Material O&P			15%	--
	*Equipment O&P			15%	--
	*Subcontractor O&P			5%	--
	Total With Markup				\$ 283,841.90
	*Insurance and Bond at			1.9%	--
	TOTAL - CHANGE ORDER NO. 1				\$283,841.90
Previous Contract Price \$4,366,950.00					
Total Contract Price \$4,650,791.90					
*All other costs are included in the unit price of the 20' and 10' dowels.					



4



5



6

Thank you!



RESOLUTION NO. 26-086

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #1 TO THE NORTHEAST WATER TANK PROJECT CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF \$283,841.90, FOR ADDITIONAL SLOPE STABILIZATION.

WHEREAS, pursuant to Resolution No. 26-051, adopted the 16th day of June, 2026, the City of Coeur d'Alene entered into a contract with Apollo, Inc., for the new Northwest Water Tank Project at the end of Thomas Lane; and

WHEREAS, during excavation, the exposed hillside slope was evaluated by the geotechnical engineer, and it was determined that additional slope stabilization was necessary to protect the tank site; and

WHEREAS, the Water Department Director is requesting approval of Change Order #1 to the Northeast Water Tank Project Contract with Apollo, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, to provide for additional slope stabilization; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Change Order #1 to the contract with Apollo, Inc., pursuant to the Change Order attached hereto as Exhibit "A" and by this reference incorporated herein.

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

DATED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER SHECKLER Voted

_____ was absent. Motion _____.

**CITY OF COEUR D'ALENE WATER DEPARTMENT
NORTHEAST TANK – TRANSMISSION MAIN**

The Contract is modified as follows upon execution of this Change Order:

CHANGE ORDER NO. 01

Date of Issuance: October 15, 2026	Effective Date: October 15, 2026
Owner: City of Coeur d'Alene Water Dept.	Owner's Contract No.:
Contractor: Apollo, Inc.	Contractor's Project No.:
Engineer: J-U-B Engineers	Engineer's Project No.: 20-22-034
Project: North East Tank	Contract Name: North East Water Tank

Description:

The Contractor was directed to furnish pricing for the installation of slope stabilization dowels in the western portion of the excavation slope located behind the proposed water storage tank, as identified in WCD 02 following STRATA's site visit. STRATA completed a geotechnical evaluation of site conditions on September 18, 2026, and established the required dowel layout and stabilization measures. Proof testing shall be performed on three (3) anchors or a minimum of five percent (5%) of the total installed dowels, whichever is greater. Per STRATA's recommendation, the proof testing shall be conducted on the 20-foot stabilization dowels.

Attachments:

- Attachment 01 – CO 1 Summary
- Attachment 02 – CRP 01

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 4,366,950.00	Original Contract Times: Substantial Completion: <u>August 4, 2027</u> Ready for Final Payment: <u>September 3, 2027</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price prior to this Change Order: \$ 4,366,950.00	Contract Times prior to this Change Order: Substantial Completion: <u>August 4, 2027</u> Ready for Final Payment: <u>September 3, 2027</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 283,841.90	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>10 days</u> Ready for Final Payment: <u>10 days</u> days or dates
Contract Price incorporating this Change Order: \$ 4,650,791.90	Contract Times with all approved Change Orders: Substantial Completion: <u>August 14, 2027</u> Ready for Final Payment: <u>September 13, 2027</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u>Melvin L. Johnson</u>	By:	_____	By:	_____
	Engineer (if required)		Owner (Authorized		Contractor (Authorized
Title:	<u>Project Manager</u>	Title	_____	Title	_____
Date:	<u>10/20/2026</u>	Date	_____	Date	_____

Approved by Funding Agency (if applicable)

By:	_____	Date:	_____
Title:	_____		

CHANGE ORDER 01
Summary of Change Order

ITEM NO.	DESCRIPTION	Est. Qty.	Unit	CHANGE ORDER DIFFERENCE	
				UNIT PRICE	TOTAL
Labor					
CO-1-20	20' Dowels 27 ea	27	EA	\$ 7,267.50	\$ 196,222.50
CO-1-10	10' Dowels 22 ea	22	EA	\$ 3,982.70	\$ 87,619.40
Other Costs					
	Subtotal				\$ 283,841.90
	*Labor O&P			15%	--
	*Material O&P			15%	--
	*Equipment O&P			15%	--
	*Subcontractor O&P			5%	--
	Total With Markup				\$ 283,841.90
	*Insurance and Bond at			1.9%	--
	TOTAL - CHANGE ORDER NO. 1				\$283,841.90
Previous Contract Price					
					\$4,366,950.00
Total Contract Price					
					\$4,650,791.90
*All other costs are included in the unit price of the 20' and 10' dowels.					

CITY COUNCIL STAFF REPORT

DATE: November 3, 2026
FROM: Mr. Ben Martin, Wastewater Assistant Director
SUBJECT: Procurement of 2027 Western Star Vac Truck # 446

=====

DECISION POINT:

Request Council to approve the purchase of a 2027 Western Star Vacuum truck at a cost of \$608,622.00 from SWS Equipment to replace the existing Freightliner Vacuum Truck.

HISTORY:

The Wastewater Utility has prioritized and budgeted for the replacement of necessary vehicles and equipment for maintaining the public sewer system. The existing 2017 Freightliner Vacuum and Hydrocleaner truck and its equipment have exceeded their estimated useful life. This equipment is used for daily and emergency responses for sanitary sewer operations and maintenance. Repairs and maintenance for this vehicle are increasing.

FINANCIAL ANALYSIS:

SWS Equipment provided a quote for purchase under Sourcewell Contract # 021726-SCA in the amount of \$608,622 that meets the needs and specifications required for adequate maintenance of the public utility.

During FY 2026/2027, Wastewater Utility anticipated and budgeted appropriate funds to replace this vehicle including the equipment needed.

Idaho code title 67, chapter 28 allows for the acquisition of personal property “when the procurement duplicates the price and substance of a contract for like goods...that has been competitively bid by the state of Idaho, one of its political subdivisions, or an agency of the federal government.” The City of Coeur d’Alene, like the state of Idaho, participates in Sourcewell (account # 68749), enabling it to leverage cooperative contracts while remaining compliant with state law.

PERFORMANCE ANALYSIS:

SWS Equipment can provide the vehicle as specified (see attachment) within six to eight months, meeting the necessary timeframe for procurement of this budgeted vehicle within the appropriate fiscal year. The SWS truck has a larger vacuum capacity and is expected to require less repairs.

RECOMMENDATION:

The council should approve staff to proceed with the purchase of a new 2027 Western Star Vac truck at a cost of \$608,622.00 from SWS Equipment.

RESOLUTION NO. 26-087

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF A 2027 WESTERN STAR VACUUM TRUCK FOR THE WASTEWATER DEPARTMENT FROM SWS EQUIPMENT, LLC, IN AN AMOUNT NOT TO EXCEED \$608,622.00.

WHEREAS, the Wastewater Department of the City of Coeur d'Alene has recommended that the City Council approve the purchase of a 2027 Western Star Vacuum Truck to replace the existing Freightliner Vacuum Truck that has exceeded its estimated useful life; and

WHEREAS, SWS Equipment, LLC, has provided a quote for the purchase of a 2027 Western Star Vacuum Truck by governmental agencies under Sourcewell Contract 021726-SCA, in the amount of \$608,622.00, per the attached Exhibit "A" which is incorporated herein by reference; and

WHEREAS, the Wastewater Department has recommended that the City purchase a 2027 Western Star Vacuum Truck for an amount not to exceed Six Hundred Eight Thousand Six Hundred Twenty-Two and no/100 dollars (\$608,622.00), for the Wastewater Department from SWS Equipment, LLC, pursuant to I.C. § 67-2807, Cooperative Purchasing; and

WHEREAS, it is in the best interests of the City to purchase a 2027 Western Star Vacuum Truck.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City purchase a 2027 Western Star Vacuum Truck for an amount not to exceed Six Hundred Eight Thousand Six Hundred Twenty-Two and no/100 dollars (\$608,622.00), from SWS Equipment, LLC, per the attached Exhibit "A" which is incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the purchase terms provided the substantive provisions of the purchase remain intact.

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

DATED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

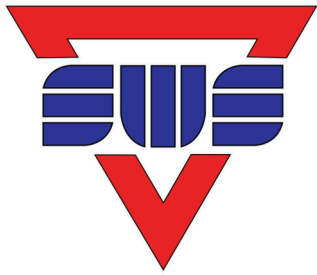
COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ phild@swsequipment.com

www.SWSequipment.com

Quote To:
City of Coeur d'Alene
Darrell Castleberry
dcastleberry@cdaid.org
Phone: (208) 769-2281
Cell: (208) 651-2716

Ship To:
3500 Julia Street
Coeur d'Alene, ID 83814

Bill To:
3800 North Ramsey Road
Coeur d'Alene, ID 83815

Quote #: 5461-2
Date: 09/25/2026
Sales Rep: Phil Davison
FOB: Destination
Ship Via: Bestway
Est. Ship Date: 6 to 8 Months
Term: Net 15

Sourcewell Contract # 021726-SCA

City of Coeur d'Alene Contract ID# 68749

Qty	Description	Unit Price	Ext. Price
1	Sewer Equipment 900 ECO 12 Yard Combination Sewer Cleaner.	\$ 362,846.00	\$ 362,846.00

Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack

Boom:
Hydraulic Powered Dig Deep Boom
Telescoping Reach 17' 2" to 27' 2"
180° Working Radius
Boom Joystick Control
(2) LED Boom Mounted Work Lights

Debris Tank:
12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"
Hydraulic Open/Close/Lock Door

Water System:
1300 Gallon Capacity Water Tank
Giant plunger style triplex
65 gpm @ 2000 psi w/ 30 min run dry
Black Duraprolene™ Water Tank Construction
w/ 10 Year Warranty
Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports

Electrical:
NEMA 4 Control Panel

Qty	Description	Unit Price	Ext. Price
	Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches		
	Truck: Mounting to Approved Chassis (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting (2) Tow Hooks Front Bumper		
	Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls		
	Accessories: (3) 8" x 6' Extension Tube (1) 8" X 3' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Chisel Point Penetrating Nozzle Dual Degree Flushing Nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Variable Degree Washdown Gun w/50' Hose Attached Cleaner, Tip,Torch,Small (1) Hydrant Wrench Operations, Maintenance, Safety Manuals		
1	2027 Western Star 47X, 450 HP DD13 Engine, 66,000 GVRW	\$ 165,538.00	\$ 165,538.00
1	Upgrade Water Pump to Giant 80GPM @ 2,500PSI Plunger Style Triplex Water Pump W/ 30 Minute Run Dry Capability	\$ 13,283.00	\$ 13,283.00
1	Upgrade Water Pump Drain Valves	\$ 386.00	\$ 386.00
600	Sewer Hose (1" I.D. 2500psi Operating pressure) per ft	\$ 5.87	\$ 3,522.00
1	Automatic Level Wind with Hydraulic up/down action	\$ 9,790.00	\$ 9,790.00
1	Digital "Smart Counter" Footage Meter	\$ 3,911.00	\$ 3,911.00
1	Additional Fully Baffled 200 Gallon Duraprolene (Black) Water Tank W/ 10 Year Warranty (mounted between frame rails - subject to chassis load capacity)	\$ 7,138.00	\$ 7,138.00
1	Water Tank Low Level Audible Alarm (level set point is fixed at 150 gallons)	\$ 679.00	\$ 679.00
1	2" WYE-Strainer On Inlet Fill System	\$ 708.00	\$ 708.00
1	Fill hose storage rack	\$ 273.00	\$ 273.00
1	Central Washdown System w/ 50' of 1/2" Retractable hose reel (mounted at mid-ship)	\$ 1,755.00	\$ 1,755.00
1	Standard Hydroexcavation Cleaning Kit 20 gpm @ 2000psi - Includes 8"x6' digging tube, 8gpm rotary digging wand, 10 gpm linear nozzle (shipped loose), (2) 5' extension wands and automatic reel w/ 75' of 3/8" hose.	\$ 8,066.00	\$ 8,066.00
1	Add Qty (2) 30inx18inx18in passenger side aluminum toolboxes with retractable two-step ladder. (not available with cold weather hydroexcavation cleaning kit option)	\$ 2,999.00	\$ 2,999.00
1	Rear toolbox group w/ long handle storage (Includes qty 2 4" long handle tool storage tubes, qty 2 24"x18"x18" boxes, and qty 1 63.75"x17.25"12" center section w/	\$ 3,920.00	\$ 3,920.00

Exhibit "A"

Qty	Description	Unit Price	Ext. Price
	pass-through opening. Only available on tandem axle chassis and requires rear suspension approval.)		
1	60in Expanded Metal Storage Basket (mounted on driver's side frame rail, not available with driver's side water tank or winterization options)	\$ 2,348.00	\$ 2,348.00
1	Upgrade To 827 Blower (5000cfm @ 18inHg)(Subject to chassis horsepower requirements)	\$ 11,035.00	\$ 11,035.00
1	Variable Vacuum Control Valve (Located at Hose Reel. Recommended for simultaneous use of Vacuum System and 4in Debris Body Pump Off System)	\$ 1,396.00	\$ 1,396.00
1	Decant Screen on Rear Door Port (Swing out perforated shield)	\$ 1,845.00	\$ 1,845.00
1	Debris Body Wash Out System (includes dual nozzles in debris box)	\$ 1,565.00	\$ 1,565.00
1	Wireless Remote Pendant Control (w/ hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)	\$ 5,960.00	\$ 5,960.00
1	PREMIUM STROBE LIGHT PACKAGE (12 lights total)	\$ 4,119.00	\$ 4,119.00
1	LED Curbside Body mounted work light	\$ 595.00	\$ 595.00
1	LED Rear Mounted work lights (2 lights mounted above rear door)	\$ 1,226.00	\$ 1,226.00
1	LED Arrow Board	\$ 1,618.00	\$ 1,618.00
1	Enhanced Visibility Camera System (includes front and rear mounted cameras with split screen monitor in cab)	\$ 2,010.00	\$ 2,010.00
1	Six (6) 28" DOT Safety Cones and holder - Curbside of Truck	\$ 493.00	\$ 493.00
1	Six (6) 28" DOT Safety Cones and holder Front Bumper of Truck	\$ 493.00	\$ 493.00
1	Central Lubrication System	\$ 3,705.00	\$ 3,705.00
2	Vac Tube, 8 in by 6 foot with Clamp	\$ 450.00	\$ 900.00
1	Sourcewell Discount	\$ -24,950.00	\$ -24,950.00

Subtotal \$ 595,205.87 \$ 599,172.00

Body Pre-Delivery Inspections \$ 1,750.00

Extra Hydraulic Filter - Change at 50 Hours

Freight \$ 7,700.00

Subtotal \$ 9,450.00

Grand Total \$ 608,622.00

QUOTE VALID FOR 30 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE. ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____

RESOLUTION NO. 26-088

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
ESTABLISHING A PROCLAMATION POLICY.

WHEREAS, the Mayor for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene adopt a Proclamation Policy to establish a consistent, non-partisan process for receiving, evaluating, approving, and issuing proclamations that recognize individuals, events, organizations, or community groups of significance to the City; and

WHEREAS, this policy shall apply to every proclamation request received by the City; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that a Proclamation Policy, establishing a consistent, non-partisan process for receiving, evaluating, approving, and issuing proclamations that recognize individuals, events, organizations, or community groups of significance to the City, attached hereto as Exhibit "A," be and the same is hereby adopted.

DATED this 3rd day of November, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

CITY OF COEUR D'ALENE PROCLAMATION POLICY

Approved via Resolution No. 26-088

Proclamations of the City of Coeur d'Alene are issued by the Mayor to honor, celebrate, or create awareness of an event or a significant issue of importance to the City.

SECTION 1. PURPOSE

The purpose of this policy is to establish a consistent, non-partisan process for receiving, evaluating, approving, and issuing proclamations that recognize individuals, events, organizations, or community groups of significance to the City. This policy applies to every proclamation request received by the City.

SECTION 2. PROCLAMATION CRITERIA

Proclamations must be relevant to the City of Coeur d'Alene. The Mayor will determine relevance by applying the following criteria:

- * Only one proclamation may be issued each year for the same topic or for the same organization.
- * Only one proclamation recognizing a month is issued per calendar month.
- * A proclamation may recognize governmental, civic promotions, public awareness campaigns, charitable and nonprofit fundraising campaigns, arts and cultural celebrations, or special achievements by individuals or organizations that are relevant to the City.
- * Proclamations will not be issued for political topics, including ballot measures or candidates, or for issues intended to influence government officials or voters in an election. Proclamations shall not denigrate any person or group.
- * Proclamations will not be made about events of a for-profit nature.
- * Proclamations will not be made for events of a personal nature, such as birthdays and anniversaries.

Proclamation requests will be denied if the Mayor determines that the subject is not relevant to City business or does not satisfy the criteria in this policy.

SECTION 3. APPLICATION PROCESS

- ☐ A written proclamation request must be submitted to the Coeur d'Alene City Clerk at least 30 days before the date on which the proclamation is needed.
- ☐ The request must include the requesting contact person's full name, phone number, physical address, and email address.
- ☐ The request must include a summary describing the event to be recognized or the organization submitting the request, and how it is relevant to the City.
- ☐ The application must specify the day, week, or month of the event celebrated.
- ☐ The application must state how the proclamation is to be provided or presented: by mail, in person, at an event, or at a Council meeting.

- ☐ The request must include draft proclamation text. If a proclamation on the same subject was issued previously, the requester may instead submit a copy of that proclamation.
- ☐ Proclamations must include at least four “whereas” clauses.
- ☐ The submitted draft must fit on one page in 12-point type and leave sufficient space for the city seal and the Mayor’s and City Clerk’s signatures.

If the proclamation is to be read at a Council meeting, the application must identify a meeting date before the event being celebrated. A proclamation recognizing a specific month may be read at the first Council meeting of that month.

SECTION 4. EVALUATION

The City Clerk will evaluate each proclamation request for compliance with this policy. If the request complies, the Clerk will forward it to the Mayor for final approval. The Mayor has discretion to place an approved proclamation on a City Council meeting agenda. No more than one proclamation recognizing a month may be presented at a Council meeting, and no more than two proclamations in total may be presented at any single meeting. The Mayor will not discriminate based on viewpoint or controversy (heckler’s veto).

No person or organization has exclusive rights to a specific month or date for a proclamation. When deciding which proclamations to present at a public meeting, the Mayor may consider historical precedent and any other factors he/she deems appropriate.

The City Clerk shall notify the person or organization that submitted the request whether the proclamation has been approved or denied.

SECTION 5. ISSUANCE OF THE PROCLAMATION

Proclamations approved for presentation at a Council meeting shall be read under the Presentation section of the Agenda. Each proclamation shall be listed as Proclamation, with a description.

Proclamations are not subject to a Council vote. However, the Council may vote to remove a proclamation from the meeting agenda.

When requested to be read at a City Council meeting, the Mayor, or presiding officer, shall read the proclamation, or ask a Councilmember to read it. After the proclamation is read, the requesting organization or group shall receive a copy. With the Mayor’s approval, representatives may then offer comments, pose for a photograph, or make a presentation. If the requesting person or organization is not available at a Council meeting to receive the proclamation, the City shall mail a copy to the address provided in the request.

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 3, 2026

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: FEE INCREASES, CIVIL PENALTIES, AND CLARIFICATIONS

DECISION POINT: Should Council approve fee amendments as proposed by the Administration, Fire, Municipal Services, Parks, Police Departments and Wastewater?

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 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. **ADMINISTRATION:** Parking fees have always been listed under Administration. Staff met with Diamond Parking and discussed fees and came up with the following suggested amendments to cover future maintenance and operations. There was a reference to boat moorage under Recreation, and it is being referenced back to the Administration parking fees section for consistency and clarification. The following proposed fees reflect what Diamond and staff believe to be appropriate increases for the lots and use.

Note: City of Coeur d'Alene marked vehicles are exempt from all fees.

Coeur d'Alene Avenue Parking Structure

Secured Parking:

- Monthly permit ~~\$60~~100.00 /month, plus processing fees

Monthly Parking Permits:

- Parking Passes \$2235.00/month, plus processing fees
 - Overnight Parking \$40.00/month, plus processing fees
 - Government Vehicle \$20.00/month per vehicle

Event Parking:

- 4th of July ~~\$79.00~~/parking space

McEuen Parking Structure

Monthly Parking Permits:

- Parking Passes \$~~450~~.00/month (Plus processing fee; Not pro-rated)
- Parking Passes Downtown Association Members/Employees \$~~350~~.00/month (Plus processing fee)

Annual Passes, first 2 hours free/day:

- Coeur d'Alene City Residents \$~~10.50~~20.00/year/vehicle
- Kootenai County Residents \$~~21.00~~30.00/year/vehicle

Event Parking:

- 4th of July (all day) \$~~79~~.00/parking space

Boat Docks:

3rd Street Public Moorage - \$~~50~~75.00/overnight (24 hours)

Independence Point Parking

Event parking:

- 4th of July (all day) \$~~97~~.00/parking space

Monthly Parking Permits:

- Parking Passes \$~~4560~~.00/month (Plus processing fee; Not pro-rated)
- Construction Parking (Oct. – March) \$~~66.50~~month(Plus processing fee; Not pro-rated)

City Park (AKA Museum) Parking Lot

Monthly Parking Permits:

- Parking Passes \$~~2035~~.00/month (Plus processing fee; Not pro-rated)
- Construction Parking- As Available \$~~66.50~~month(Plus processing fee; Not pro-rated)
- Commercial Use – As available \$~~45.00~~month/vehicle

Event parking:

- 4th of July (all day) \$~~97~~.00/parking space

Memorial Field Public Parking Lot

Monthly Parking Permits:

Parking Passes ~~\$25~~35.00/month (Plus processing fee;
Not pro-rated)

Annual Passes, first 2 hours free/day:

Coeur d'Alene City Residents ~~\$10~~20.00/year/vehicle

Kootenai County Residents ~~\$20~~30.00/year/vehicle

Event parking:

4th of July (all day) ~~\$7~~9.00/parking space

PARKING VIOLATIONS- Civil Penalties

Boat Mooring overnight, fail to pay \$100.00

Parking longer than maximum
limit in meter zone

or limited parking zone: 1st Violation: Courtesy ticket/Warning: \$10.00

RECREATION:

MARINA FEES – See 3rd Street parking lot rates

Moorage Docks (Same as 3rd St. Parking Lot Rates)

\$2.00/hour

Overnight Parking/(11:00 p.m. – 8:00 a.m.) – \$ 25.00/parking space

2. **FIRE:** The department is requesting some updates to their fee schedule, including the removal of the blasting permit fee, and the firefighter equipment room as they are no longer needed. They would like to increase the fireworks display fee to the maximum state allowable. Other fees are being increased to reflect current costs. The plan review chart was just reorganized for ease of use.

BLASTING PERMIT

Permit for single detonation \$100.00

Permit for Multiple Detonations \$200.00

Inspection/Monitoring \$50.00/site visit

FIREWORKS DISPLAY PERMIT

Fee: Includes inspection for aerial, proximal, and commercial displays ~~\$100~~125.00

FIRE CODE PLAN REVIEW

Commercial and Multifamily

if less than \$1,000,000 valuation	15% of Bldg. Permit Fee
if more than \$1,000,000 and less than \$35,000,000 valuation	10% of Bldg. Permit Fee

if more than \$35,000,000	5% of Bldg. Permit Fee, <u>with a \$42.00 minimum</u>
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FIREFIGHTER EQUIPMENT ROOM

~~Firefighter Equipment Room Fee~~ ~~————— \$9,000/required room~~

FIRE SYSTEM PLAN REVIEW

Fire Sprinkler/Underground/Standpipe Systems (new/alterations)

Plan Review *(Include plan review and inspection)* \$4.00/device - ~~\$5084.00~~ minimum
whichever is greater

Fire Alarm System (new/alterations)

Plan Review *(Include plan review and inspection)* \$4.00/device - ~~\$5084.00~~ minimum
whichever is greater

Each Additional Inspection ~~\$5084.00/hr.~~ – 1 hr. minimum charge

Commercial Hood

Plan Review *(Include plan review and inspection)* ~~\$5084.00~~ minimum or 5% of value
of Hood Unit whichever is greater

Inspections:

Failure to Cancel Scheduled Inspection \$1~~6800.00~~ (Double Inspection Fee)

Inspections – Outside Agency \$ ~~5084.00~~/hr.

Failure to Obtain Permit \$200.00 Double Permit Fee

Flammable Liquid Storage Tanks:

Installation Permit *(Include plan review and inspection)* ~~\$150.00~~ 84.00/hour

Removal/Abandonment/Disposal Permit ~~\$5084.00/hr.~~

All other Plan Reviews \$84.00/hr.

Inspection \$84.00/hr. – 1 hour minimum

REGIONAL TRAINING FACILITY FEES

Audio/Visual Classroom \$35.00/hr. or ~~\$150~~280.00/day

~~Maneuvers/Mat Room~~ ~~\$25.00/hr. or \$110.00/day~~

Weight Room \$25.00/hr. or ~~\$110~~200.00/day

Training Tower \$50.00/hr. or ~~\$300~~400.00/day

Live Fire Training \$75.00/hr. or ~~\$600~~300.00/day

Training Grounds \$25.00/hr. or ~~\$200~~100.00/day

Maintenance fee ~~\$50~~100.00

(For Non-Business Hours Facility Use)

Cancellation Fee ~~\$50~~100.00

INSPECTIONS:

General Inspections/Operational Permit Fee: \$84.00/hour (1 hour minimum)

*Operational Permits via 2018 IFC Section 105

Daycare Inspections: \$2584.00/hour (1 hour minimum)

3. **MUNICIPAL SERVICES:** The Department is requesting an increase in the film production permit fee, as the last increase was approved in 2019. All fees are proposed at a 5% increase to keep up with employee costs. Special event fees are categories are under review and may be brought forward under another hearing if further adjustments are warranted. The Council adopted the Kratom Ordinance at its September 15, 2026 Council meeting, which included business licensing and a fee needed to be established based on staff processing times, including zoning verification, Municipal Services processing, and legal review. Idaho Code § 39-2604 limits the amount a jurisdiction can charge for firework stand permits to \$25.00, so that fee is being amended. The City is no longer able to issue childcare licenses and repealed the amusement machine/arcade code, so those fees are being removed.

NOTE: Citywide fee - A non-refundable convenience/processing fee will be added for use of a credit card, above the listed fee.

COMMERCIAL FILM PRODUCTION PERMIT FEES:

Most Productions = Low Impact:	\$100 \$150.00 per day of filming
Medium Impact	\$200 \$300.00 per day filming
High Impact	\$300 \$600.00 \$ per day
Low Impact	
• 0-10 Crew members	• \$150.00 refundable deposit for:
• Public facility use of up to 5 days	Small local feature
	Independent feature
	Short or documentary
	Commercial photography (ex., still print ads, catalog shots, etc.)
	Small video productions
Medium Impact	
• 11-15 Crew members	• \$250.00 refundable deposit for:
• Public facility use of 6-14 days	extended timeframe of filming
High Impact	
• 16-20 Crew members	• \$500.00 refundable deposit for:
• Public facility use of 16-21 days	Mid-sized or major studio feature films
	Local or national commercials
	Made for TV movies or series
	Music videos
*** <u>Any requests that include street closure must go through the City's special event/street closure process. Additionally, c</u> Crews larger than 20 members and/or filming longer than 21 days will go through the City Special Events/Street Closure process. ** Anytime park	

land closure is requested, the production must enter into an agreement with the City for
Park land use.

VIOLATIONS:

Kratom Code

Violation/Civil Penalty \$150.00

Kratom Retail Sales License: \$105.00

~~AMUSEMENT MACHINE/ARCADE~~

~~Amusement Arcade License~~ \$200.00

~~Amusement Machine License~~ \$50.00

~~CHILDCARE/DAY CARE FACILITY~~

~~Facility License~~

~~Less than 13 children~~ \$63.00

~~13 or more children~~ \$105.00

~~Athletic Club Facility License~~ \$21.00

~~Individual License~~ \$10.50

DOOR TO DOOR SOLICITATION

Business License \$8488.00

FOOD COURT LICENSE

Food Court License: \$66.1570.00

Fire Inspection Fee \$44.10 84.00

Food Court License Annual Renewal: \$55.1358.00

MOBILE CONCESSION VENDOR

Mobile Concession Vendor Permit: \$165.38 174.00

Mobile Concession Vendor Annual Renewal: \$52.50 55.00

RECORDS REQUESTS/RECORDS COPIES (City wide fee)

~~Copy of records onto a compact disc~~ \$.43

~~Compact disc with case~~ \$.60

Resident public records requests

Labor Costs (minus the first 2 hours per Idaho Code)= actual cost associated with locating and copying documents

Non-resident public records requests

Labor Costs = actual cost associated with locating and copying documents

PARKING PERMIT FOR CONSTRUCTION

Construction vehicles only \$30.0015.00/day

DETECTIVE AGENCY/SECURITY AGENTDetective Agency/Merchant Police Agency ~~\$66.15~~ 70.00Detective/Merchant Police Employee ~~\$33.08~~ 35.00**DRAIN LAYER**Drain Layer Contractor ~~\$47.50~~ 50.00Drain Layer License ~~\$26.25~~ 28.00**HOME OCCUPATION**Home Occupation Certificates ~~\$55.13~~ 58.00Renewal Certificates ~~\$27.56~~ 29.00**KENNEL LICENSE**Annual Kennel License Fee ~~\$42.00~~ 44.00**MASSAGE THERAPY/FACILITY**Massage Facility, New ~~\$132.30~~ 139.00Massage Facility, Renewal ~~\$66.15~~ 70.00Fire Inspection Fee ~~\$42.00~~ 44.00**PORTABLE TOILET PERMIT**Permit fee per toilet ~~\$50.00~~ 53.00**OUTDOOR EATING FACILITY**Sidewalk Encroachment Permit ~~\$137.81~~ 145.00

Temporary Sewer Cap Fee Per current Wastewater Fee Ordinance

SAFE AND SANE FIREWORKSFirework Stand Permit ~~\$176.40~~ 25.00/location plus ~~\$100~~ 150.00 security depositReinspect Fee: ~~\$4284.00~~**SOUND TRUCKS/LOUDSPEAKER PERMIT: ~~\$100~~ 105.00****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	\$866.25 <u>910.00</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	\$346.50 <u>365.00</u>

Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	\$173.25 <u>182.00</u>
Farmers Market		Operates less than 3 hours		No Charge

TAXI CAB

New Company License	\$50 <u>70</u> .00
Per vehicle tag	\$20 <u>8</u> .00
Vehicle Change	
Re-license Fee	\$28 <u>0</u> .00

USED MERCHANDISE DEALERS

Business License	\$210.00 <u>221.00</u>
Employee (New/Renewal)	\$ 5.25 <u>6.00</u>

4. **PARKS AND RECREATION:** The Department is requesting fee increases for maintenance and operations. There has been a surge in non-local residents purchasing lots and niches since 2020, therefore, they are adding a non-resident fee. To ensure they can properly care for the grounds and pay for staff. They conduct a periodically review of cemetery fees against regional Idaho standards. Our latest evaluation showed that our rates, especially regarding labor costs, have not kept pace. The updated pricing addresses these operational needs and brings consistency back to Riverview Cemetery after five years of lowered pricing on newer sections. With a recent increase in sales closing out several sections, aligning Riverview's niche pricing with Forest Cemetery allows us to strengthen our perpetual care fund.

CEMETERY

Cemetery Lots

Adult – Raised Headstone Area	\$1,400.00 <u>1,500.00</u>
Adult – raised headstone Riverview Sections T&U	\$1,100.00
Adult – Flat Headstone Area	\$1,050.00 <u>1,200.00</u>
Infant	\$ 250.00 <u>350.00</u>
Cremains Lot (Single)	\$ 800.00 <u>1,000.00</u>
Cremains Lot (Double)	\$1,200.00 <u>1,500.00</u>

*Veteran – (Sect. B)	\$ 300.00 <u>700.00</u>
<u>Non-Coeur d’Alene Resident -</u>	<u>\$500.00 additional</u>

Niche

Single – Forest	\$1,100.00 <u>1,200.00</u>
Companion – Forest	\$2,000.00
Single – Riverview	\$ 900.00
Companion – Riverview	\$1,300.00

Replacement Door – Single	\$ 150.00 <u>200.00</u>
Replacement Door – Double	\$ 250.00 <u>300.00</u>
<u>Non-Coeur d’Alene Resident -</u>	<u>\$500.00 additional</u>

Opening and Closing - Full

Adult

Weekdays to 3:00 p.m.	\$ 700.00 <u>1,100.00</u>
Weekdays after 3:00 p.m.	\$ 850.00 <u>1,800.00</u>
Saturdays	\$ 950.00 <u>1,800.00</u>
Holiday	\$ 1,000.00 <u>2,000.00</u>

Infant

Weekdays to 3:00 p.m.	\$ 225.00 <u>300.00</u>
Weekdays after 3:00 p.m.	\$ 275.00 <u>400.00</u>
Saturdays	\$ 275.00 <u>500.00</u>

Opening and Closing – Ground Cremain

No Attendance – Weekday	\$ 250.00 <u>500.00</u>
With Attendance – Weekday to 3:00 p.m.	\$ 500.00 <u>650.00</u>
With Attendance – Weekday after 3:00 p.m.	\$ 700.00 <u>1,000.00</u>
With Attendance – Saturday	\$ 800.00 <u>1,200.00</u>
With Attendance- Holiday	\$ 900.00 <u>1,400.00</u>

Opening & Closing-Niche Cremain

No Attendance-Weekday	\$ 200.00 <u>250.00</u>
With Attendance-Weekday (to 3 pm)	350.00 <u>400.00</u>
With Attendance-Weekday (after 3 pm)	550.00 <u>800.00</u>
With Attendance-Saturday	700.00 <u>1,000.00</u>
Adult-Holiday	750.00 <u>1,200.00</u>

Other

Door Removal for Nameplate or

for Inscription

\$ ~~100.00~~ 150.00

Plaque Installation

\$ ~~100.00~~ 150.00

Stone Inspection

\$ ~~125.00~~ 150.00

Secondary Headstone/Secondary Use fee

\$ ~~300.00~~ 500.00

Niche Vase

\$ ~~150.00~~ 275.00 (includes installation fee)

Winter Rate (Nov. 15- March 15)

\$ ~~100.00~~ 150.00

Niche vases must be approved by Cemetery

Nameplates

Standard (prices may vary due to current metals market rates) \$ 250.00

Zombie Retrieval fee: \$1,000.00

5. **POLICE:** The Department would like to establish a fee for the Goat Permit created last year. After review the staff time involved in use of goats it was determined that approximately 2 hours of animal control would be utilized to monitor the site, the fee reflects that expense. Additionally, they would like to increase the vehicle use fee to reflect increased fuel costs and wear and tear on idling engines.

Goat Weed Abatement Permit: \$110.00

ANIMAL IMPOUND FEES

Maximum - up to 5 additional Days ~~\$580~~.00

ANIMAL CONTROL FINES

Running at Large \$ ~~75~~100.00

No Current License \$ ~~75~~100.00

Appeal Processing Fee without a hearing \$ ~~100~~75.00

Appeal Processing Fee with a hearing \$ 200.00

SECURITY/TRAFFIC CONTROL

Vehicle Use: \$~~100~~50.00/4 hours (4-hour minimum per vehicle)

WASTEWATER: This item is being brought forward to be consistent with Ordinance 3743.

Interceptor Fees: (established via Ord. 3743; applicable to properties described in Ord. 3743)

Fairway Trunk Main : * \$1,079.37 per ERU

Riverside Interceptor: * \$2,781.66 per ERU

*fees are adjusted annually based on the ENR Construction Cost Index

FINANCIAL: The fees are intended to cover City maintenance and operations costs, and are reasonably related to the actual cost of the service being rendered.

DECISION POINT/RECOMMENDATION: Council should approve fee amendments as proposed by the Administration, Municipal Services, Parks, Police, and Wastewater Departments.



1

Fee Increases

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

ADMINISTRATION

Staff met with Diamond Parking and discussed fees and came up with the proposed amendments. Funds go toward the Parking Fund, which aids with the cost of maintenance and operations. There was a reference to boat moorage under Recreation, and it is being referenced back to the parking fees section for consistency and clarification. The following are highlights of increases for the lots and use, which may provide approximately \$100,000 in increased revenue.

- ▶ All fees for the 4th of July reflect the \$9.00 retained when leased to the Chamber of Commerce.
- ▶ Annual passes (first 2 hours for free/day) at McEuen and Memorial Field to increase to \$20.00/year/vehicle for CDA Residents and \$30.00/year/vehicle for Kootenai County residents. Revision of fees within the CDA Avenue Parking structure to include a \$100.00/month secured parking, and \$35.00 monthly passes.
- ▶ Boat Dock Moorage to increase to \$75.00 /overnight with the violation for non-payment to be \$100.00.
- ▶ Due to enforcement staff time and resources associated with the courtesy tickets a fee of \$10.00 is being requested.



3

FIRE

- ▶ Removal of the blasting permit
- ▶ Inspection and plan review fees to be consistently \$84.00/hour
- ▶ Increase in fines for failure to cancel scheduled inspection to \$168.00 and failure to obtain a permit \$200.00.
- ▶ Updates to the training facility fees
- ▶ Commercial/Multifamily valuations of more than \$35,000,000 to be 5% of the building permit fees with a min. of \$42.00



4

MUNICIPAL SERVICES

- ▶ Clarification that Credit Card processing fees are paid above all fees
- ▶ Removal of fees for childcare and Amusement machine Arcade licenses and removal of the copy of compact discs as that is no longer utilized.
- ▶ Proposal to increase business permits/licensing by 5%
- ▶ Temporary Film Production Permit Fees to be increased to \$150.00 for low impact; \$300.00 for Medium, and \$600.00 for high impact
- ▶ Setting of the Kratom Business License to be \$105.00 and setting violations of the code at \$150.00
- ▶ Setting of a Non-resident public records fee
- ▶ Construction parking permit \$30.00/day
- ▶ Due to Idaho Code constraints, the fireworks stand fee must be set at \$25.00
- ▶ Parade and special events is being proposed to increase by 5% until further research can be done.



5

PARKS

- ▶ To cover maintenance and operations within the cemetery division, various increases in cemetery related fees are being proposed.

POLICE

- ▶ Establishing a fee for the Goat Permit created last year
- ▶ Animal control fees
- ▶ Vehicle use for security/traffic control



6

WASTEWATER

- ▶ Establishment of Interceptor Fees in accordance with Ord. 3743 which are applicable to properties described in Ord. 3743
 - Fairway Trunk Main : * \$1,079.37 per ERU
 - Riverside Interceptor: * \$2,781.66 per ERU
 - *fees are adjusted annually based on the ENR Construction Cost Index



7

COUNCIL MEETING DECISION

- ▶ Receive Public Comments
- ▶ Recommend approval of the proposed fees via Resolution No. 26-089.



8

RESOLUTION NO. 26-089

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 AS PROPOSED BY THE ADMINISTRATION, FIRE, MUNICIPAL SERVICES, PARKS, POLICE, AND WASTEWATER DEPARTMENTS.

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 amended fees, as set forth in the attached Exhibit "A," are hereby adopted, effective immediately.

DATED this 3rd day of November, 2026.

Daniel K. Gookin, 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 GABRIEL Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD 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 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. **ADMINISTRATION:** Parking fees have always been listed under Administration. Staff met with Diamond Parking and discussed fees and came up with the following suggested amendments to cover future maintenance and operations. There was a reference to boat moorage under Recreation, and it is being referenced back to the Administration parking fees section for consistency and clarification. The following proposed fees reflect what Diamond and staff believe to be appropriate increases for the lots and use.

Note: City of Coeur d'Alene marked vehicles are exempt from all fees.

Coeur d'Alene Avenue Parking Structure

Secured Parking:

- Monthly permit ~~\$60~~100.00 /month, plus processing fees

Monthly Parking Permits:

- Parking Passes ~~\$22~~35.00/month, plus processing fees
 - Overnight Parking ~~\$40.00/month, plus processing fees~~
 - Government Vehicle ~~\$20.00/month per vehicle~~

Event Parking:

- 4th of July ~~\$79.00~~/parking space

McEuen Parking Structure

Monthly Parking Permits:

- Parking Passes ~~\$450.00~~/month (Plus processing fee; Not pro-rated)
- Parking Passes Downtown Association Members/Employees ~~\$350.00~~/month (Plus processing fee)

Annual Passes, first 2 hours free/day:

- Coeur d'Alene City Residents ~~\$10.50~~20.00/year/vehicle
- Kootenai County Residents ~~\$21.00~~30.00year/vehicle

Event Parking:
4th of July (all day) \$79.00/parking space

Boat Docks:

3rd Street Public Moorage - \$5075.00/overnight (24 hours)

Independence Point Parking

Event parking:
4th of July (all day) \$97.00/parking space

Monthly Parking Permits:

- Parking Passes \$4560.00/month (Plus processing fee; Not pro-rated)
- Construction Parking (Oct. – March) \$66.50/month(Plus processing fee; Not pro-rated)

City Park (AKA Museum) Parking Lot

Monthly Parking Permits:

- Parking Passes \$2035.00/month (Plus processing fee; Not pro-rated)
- Construction Parking- As Available \$66.50/month(Plus processing fee; Not pro-rated)
- Commercial Use – As available \$45.00/month/vehicle

Event parking:

4th of July (all day) \$97.00/parking space

Memorial Field Public Parking Lot

Monthly Parking Permits:

Parking Passes \$2535.00/month (Plus processing fee; Not pro-rated)

Annual Passes, first 2 hours free/day:

Coeur d’Alene City Residents \$1020.00/year/vehicle
Kootenai County Residents \$2030.00/year/vehicle

Event parking:

4th of July (all day) \$79.00/parking space

PARKING VIOLATIONS- Civil Penalties

Boat Mooring overnight, fail to pay \$100.00

Parking longer than maximum
limit in meter zone
or limited parking zone:

1st Violation: Courtesy ~~ticket~~/Warning: \$10.00

RECREATION:

MARINA FEES – See 3rd Street parking lot rates

Moorage Docks (Same as 3rd St. Parking Lot Rates)

\$2.00/hour

Overnight Parking/(11:00 p.m. — 8:00 a.m.) — \$ 25.00/parking space

2. **FIRE:** The department is requesting some updates to their fee schedule, including the removal of the blasting permit fee, and the firefighter equipment room as they are no longer needed. They would like to increase the fireworks display fee to the maximum state allowable. Other fees are being increased to reflect current costs. The plan review chart was just reorganized for ease of use.

~~BLASTING PERMIT~~

~~Permit for single detonation ————— \$100.00~~

~~Permit for Multiple Detonations ————— \$200.00~~

~~Inspection/Monitoring ————— \$50.00/site visit~~

FIREWORKS DISPLAY PERMIT

Fee: Includes inspection for aerial, proximal, and commercial displays ~~\$100~~125.00

FIRE CODE PLAN REVIEW

Commercial and Multifamily

if less than \$1,000,000 valuation	15% of Bldg. Permit Fee
if more than \$1,000,000 and less than \$35,000,000 valuation	10% of Bldg. Permit Fee
if more than \$35,000,000	5% of Bldg. Permit Fee, <u>with a \$42.00 minimum</u>

~~FIREFIGHTER EQUIPMENT ROOM~~

~~Firefighter Equipment Room Fee ————— \$9,000/required room~~

FIRE SYSTEM PLAN REVIEW

Fire Sprinkler/Underground/Standpipe Systems (new/alterations)

Plan Review *(Include plan review and inspection)* \$4.00/device - ~~\$50~~84.00 minimum
whichever is greater

Fire Alarm System (new/alterations)

Plan Review *(Include plan review and inspection)* \$4.00/device - ~~\$50~~84.00 minimum
whichever is greater

Each Additional Inspection \$~~50~~84.00/hr. – 1 hr. minimum charge

Commercial Hood

Plan Review (*Include plan review and inspection*) \$~~50~~84.00 minimum or 5% of value of Hood Unit whichever is greater

Inspections:

Failure to Cancel Scheduled Inspection \$1~~68~~00.00 (Double Inspection Fee)

Inspections – Outside Agency \$ ~~50~~84.00/hr.

Failure to Obtain Permit ~~\$200.00 Double Permit Fee~~

Flammable Liquid Storage Tanks:

Installation Permit (*Include plan review and inspection*) \$~~150.00~~ 84.00/hour

Removal/Abandonment/Disposal Permit \$~~50~~84.00/hr.

All other Plan Reviews \$84.00/hr.

Inspection \$84.00/hr. – 1 hour minimum

REGIONAL TRAINING FACILITY FEES

Audio/Visual Classroom \$35.00/hr. or \$~~150~~280.00/day

~~Maneuvers/Mat Room~~ ~~\$25.00/hr. or \$110.00/day~~

Weight Room \$25.00/hr. or \$~~110~~200.00/day

Training Tower \$50.00/hr. or \$~~300~~400.00/day

Live Fire Training \$75.00/hr. or \$~~600~~300.00/day

Training Grounds \$25.00/hr. or \$~~200~~100.00/day

Maintenance fee \$~~50~~100.00

(For Non-Business Hours Facility Use)

Cancellation Fee \$~~50~~100.00

INSPECTIONS:

General Inspections/Operational Permit Fee: \$84.00/hour (1 hour minimum)

*Operational Permits via 2018 IFC Section 105

Daycare Inspections: \$~~25~~84.00/hour (1 hour minimum)

3. **MUNICIPAL SERVICES:** The Department is requesting an increase in the film production permit fee, as the last increase was approved in 2019. All fees are proposed at a 5% increase to keep up with employee costs. Special event fees are categories are under review and may be brought forward under another hearing if further adjustments are warranted. The Council adopted the Kratom Ordinance at its September 15, 2026 Council meeting, which included business licensing and a fee needed to be established based on staff processing times, including zoning verification, Municipal Services processing, and legal review. Idaho Code § 39-2604 limits the amount a jurisdiction can charge for firework stand permits to \$25.00, so that fee is being amended. The City is no longer able to issue childcare licenses and repealed the amusement machine/arcade code, so those fees are being removed.

NOTE: Citywide fee - A non-refundable convenience/processing fee will be added for use of a credit card, above the listed fee.

COMMERCIAL FILM PRODUCTION PERMIT FEES:

Most Productions = Low Impact:	\$100 \$150.00 per day of filming
Medium Impact	\$200 \$300.00 per day filming
High Impact	\$300 \$600.00 \$ per day
Low Impact	
• 0-10 Crew members	• \$150.00 refundable deposit for:
• Public facility use of up to 5 days	Small local feature
	Independent feature
	Short or documentary
	Commercial photography (ex., still print ads, catalog shots, etc.)
	Small video productions
Medium Impact	
• 11-15 Crew members	• \$250.00 refundable deposit for:
• Public facility use of 6-14 days	extended timeframe of filming
High Impact	
• 16-20 Crew members	• \$500.00 refundable deposit for:
• Public facility use of 16-21 days	Mid-sized or major studio feature films
	Local or national commercials
	Made for TV movies or series
	Music videos
<p>***<u>Any requests that include street closure must go through the City's special event/street closure process. Additionally, c</u>Crews larger than 20 members and/or filming longer than 21 days will go through the City Special Events/Street Closure process. ** Anytime park land closure is requested, the production must enter into an agreement with the City for Park land use.</p>	

VIOLATIONS:

Kratom Code
Violation/Civil Penalty \$150.00

Kratom Retail Sales License: \$105.00

AMUSEMENT MACHINE/ARCADE
Amusement Arcade License \$200.00
Amusement Machine License \$50.00

CHILDCARE/DAY CARE FACILITY
Facility License

Less than 13 children	\$63.00
13 or more children	\$105.00
Athletic Club Facility License	\$21.00
Individual License	\$10.50

DOOR TO DOOR SOLICITATION

Business License	\$ 848 8.00
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FOOD COURT LICENSE

Food Court License:	\$ 66.15 70.00
Fire Inspection Fee	\$ 44.10 84.00
Food Court License Annual Renewal:	\$ 55.13 58.00

MOBILE ~~CONCESSION~~VENDOR

Mobile Concession Vendor Permit:	\$ 165.38 174.00
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Mobile Concession Vendor Annual Renewal:	\$ 52.50 55.00
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RECORDS REQUESTS/RECORDS COPIES (City wide fee)

Copy of records onto a compact disc	\$.43
Compact disc with case	\$.60

Resident public records requests

Labor Costs (minus the first 2 hours per Idaho Code)= actual cost associated with locating and copying documents

Non-resident public records requests

Labor Costs = actual cost associated with locating and copying documents

PARKING PERMIT FOR CONSTRUCTION

Construction vehicles only	\$ 30.00 +5.00/day
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DETECTIVE AGENCY/SECURITY AGENT

Detective Agency/Merchant Police Agency	\$ 66.15 70.00
Detective/Merchant Police Employee	\$ 33.08 35.00

DRAIN LAYER

Drain Layer Contractor	\$ 47.50 50.00
Drain Layer License	\$ 26.25 28.00

HOME OCCUPATION

Home Occupation Certificates	\$ 55.13 58.00
Renewal Certificates	\$ 27.56 29.00

KENNEL LICENSE

Annual Kennel License Fee	\$ 42.00 44.00
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MASSAGE THERAPY/FACILITY

Massage Facility, New ~~\$132.30~~ 139.00
 Massage Facility, Renewal ~~\$66.15~~ 70.00
 Fire Inspection Fee ~~\$42.00~~ 44.00

PORTABLE TOILET PERMIT

Permit fee per toilet ~~\$50.00~~ 53.00

OUTDOOR EATING FACILITY

Sidewalk Encroachment Permit ~~\$137.81~~ 145.00
 Temporary Sewer Cap Fee Per current Wastewater Fee Ordinance

SAFE AND SANE FIREWORKS

Firework Stand Permit ~~\$176.40~~ 25.00/location plus ~~\$100~~ 150.00 security deposit
 Reinspect Fee: ~~\$4284.00~~

SOUND TRUCKS/LOUDSPEAKER PERMIT: ~~\$100~~ 105.00

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	\$866.25 <u>910.00</u>
Medium	201 - 500	3 - 6 hours	12 - 20 blocks	\$346.50 <u>365.00</u>
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure	\$173.25 <u>182.00</u>
Farmers Market		Operates less than 3 hours		No Charge

TAXI CAB

New Company License ~~\$50~~ 70.00
 Per vehicle tag ~~\$208.00~~
 Vehicle Change
 Re-license Fee ~~\$280.00~~

USED MERCHANDISE DEALERS

Business License ~~\$210.00~~ 221.00
 Employee (New/Renewal) \$ ~~5.25~~ 6.00

4. **PARKS AND RECREATION:** The Department is requesting fee increases for maintenance and operations. There has been a surge in non-local residents purchasing lots and niches since 2020, therefore, they are adding a non-resident fee. To ensure they can properly care for the grounds and pay for staff. They conduct a periodically review of cemetery fees against regional Idaho standards. Our latest evaluation showed that our rates, especially regarding labor costs, have not kept pace. The updated pricing addresses these operational needs and brings consistency back to Riverview Cemetery after five years of lowered pricing on newer sections. With a recent increase in sales closing out several sections, aligning Riverview's niche pricing with Forest Cemetery allows us to strengthen our perpetual care fund.

CEMETERY

Cemetery Lots

Adult – Raised Headstone Area	\$1,400.00 <u>1,500.00</u>
Adult – raised headstone Riverview Sections T&U	\$1,100.00
Adult – Flat Headstone Area	\$1,050.00 <u>1,200.00</u>
Infant	\$ 250.00 <u>350.00</u>
Cremains Lot (Single)	\$ 800.00 <u>1,000.00</u>
Cremains Lot (Double)	\$1,200.00 <u>1,500.00</u>

*Veteran – (Sect. B)	\$ 300.00 <u>700.00</u>
Non-Coeur d’Alene Resident -	\$500.00 additional

Niche

Single— Forest	\$1,100.00 <u>1,200.00</u>
Companion— Forest	\$2,000.00
Single – Riverview	\$ 900.00
Companion – Riverview	\$1,300.00
Replacement Door – Single	\$ 150.00 <u>200.00</u>
Replacement Door – Double	\$ 250.00 <u>300.00</u>
Non-Coeur d’Alene Resident -	\$500.00 additional

Opening and Closing - Full

Adult

Weekdays to 3:00 p.m.	\$ 700.00 <u>1,100.00</u>
Weekdays after 3:00 p.m.	\$ 850.00 <u>1,800.00</u>
Saturdays	\$ 950.00 <u>1,800.00</u>
Holiday	\$ 1,000.00 <u>2,000.00</u>

Infant

Weekdays to 3:00 p.m.	\$ 225.00 <u>300.00</u>
Weekdays after 3:00 p.m.	\$ 275.00 <u>400.00</u>
Saturdays	\$ 275.00 <u>500.00</u>

Opening and Closing – Ground Cremain

No Attendance – Weekday	\$ 250.00 <u>500.00</u>
With Attendance – Weekday to 3:00 p.m.	\$ 500.00 <u>650.00</u>

With Attendance – Weekday after 3:00 p.m.	\$ 700.00 <u>1,000.00</u>
With Attendance – Saturday	\$ 800.00 <u>1,200.00</u>
With Attendance- Holiday	\$ 900.00 <u>1,400.00</u>

Opening & Closing-Niche Cremain

No Attendance-Weekday	\$ 200.00 <u>250.00</u>
With Attendance-Weekday (to 3 pm)	350.00 <u>400.00</u>
With Attendance-Weekday (after 3 pm)	550.00 <u>800.00</u>
With Attendance-Saturday	700.00 <u>1,000.00</u>
Adult-Holiday	750.00 <u>1,200.00</u>

Other

Door Removal for Nameplate or

for Inscription \$ ~~100.00~~ 150.00

Plaque Installation \$ ~~100.00~~ 150.00

Stone Inspection \$ ~~125.00~~ 150.00

Secondary Headstone/Secondary Use fee \$ ~~300.00~~ 500.00

Niche Vase \$ ~~150.00~~ 275.00 (includes installation fee)

Winter Rate (Nov. 15- March 15) \$ ~~100.00~~ 150.00

Niche vases must be approved by Cemetery

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Standard (prices may vary due to current metals market rates) \$ 250.00

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Goat Weed Abatement Permit: \$110.00

ANIMAL IMPOUND FEES

Maximum - up to 5 additional Days ~~\$5080.00~~

ANIMAL CONTROL FINES

Running at Large \$ ~~75100.00~~

No Current License \$ ~~75100.00~~

Appeal Processing Fee without a hearing \$ ~~10075.00~~

Appeal Processing Fee with a hearing \$ 200.00

SECURITY/TRAFFIC CONTROL

Vehicle Use: \$10050.00/4 hours (4-hour minimum per vehicle)

6. WASTEWATER: This item is being brought forward to be consistent with Ordinance 3743.

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