

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

AGENDA
VISION STATEMENT

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

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

September 5, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None Scheduled.

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS

1. Proclamation of National Recovery Month – September

Accepted by: Derek Rice, Kootenai Recovery Center

2. Proclamation of National Service Dog Week – September 3-9, 2023

Accepted by: Kara Carleton, Volunteer

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

G. ANNOUNCEMENTS

1. City Council
2. Mayor

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

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 August 15 and August 21, 2023, Council Meetings.
2. Setting of General Services/Public Works meeting for September 11, 2023.
3. Approval of Bills as Submitted.
4. Approval of SS-23-05c – Fourteenth Street CDA Condominiums, Final Plat
As Recommended by the City Engineer
5. Setting of Public Hearing for September 19, 2023: V-23-01: Vacation of a Portion of 4th Street Right-of-way Adjoining the Westerly Boundary of Lots 15 & 16, Block 4, Amended Plat of Simms Addition to the City of Coeur d’Alene
6. Setting of Public Hearing for October 3, 2023: Appeal Hearing: Appeal of the Denial of a 2.3-acre PUD Known as “Kaufman Estates PUD” and a Proposed 18-lot Preliminary Plat Known as “Kaufman Estates,” Appeal by Todd Kaufman

I. OTHER BUSINESS:

1. **Resolution No 23-068**, Approval of Selected Art Pieces for the 2023 ArtCurrents Program.

Staff Report by: Stephanie Padilla, Accountant

J. PUBLIC HEARING:

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

1. (Legislative) Annual Appropriations for Fiscal Year 2023-2024.

Staff Report by: Vonnie Jensen, Comptroller and Troy Tymesen, City Administrator

- a. **Council Bill No. 23-1008** - Approving the Annual Appropriations for Fiscal Year 2023-2024

K. 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

September 5, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, behavioral health is an essential part of one's overall health and wellness; and treatment of substance use disorders is effective, and recovery is possible; and

WHEREAS, an estimated 375,000 people in Idaho have a mental health and/or substance use disorder in the past year; and

WHEREAS, recovery is a process and that people recover in our local area and around the nation, we must encourage relatives and friends of people with substance use disorders to guide those in need to appropriate treatment and recovery support services; and

WHEREAS, we consider the effort a community affair, let us remember that there are many paths to recovery and that overcoming substance use disorder is difficult; and

WHEREAS, we also understand the importance of eliminating the stigmatization of the disease of addiction, acknowledging people who are in recovery, as well as those who have helped them obtain treatment, helps to overcome such barriers by educating the community about the benefits of treatment over incarceration; and

WHEREAS, we have a city filled with success stories of individuals who have overcome the lows of substance use to become pillars of our community, our state, and our country; and

WHEREAS, to help more people achieve and sustain recovery, the City of Coeur d'Alene invites all residents to participate and support in National Recovery Month.

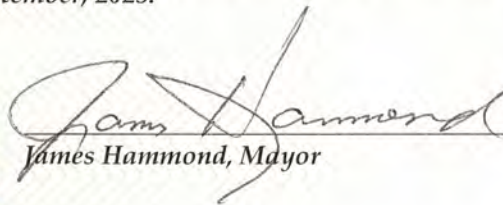
NOW, THEREFORE, I, James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim September, 2023, as

"NATIONAL RECOVERY MONTH"

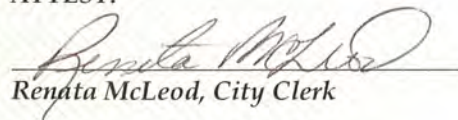
in Coeur d'Alene, Idaho. Recovery is for Everyone: Every Person, Every Family, Every Community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 5th day of September, 2023.




James Hammond, Mayor

ATTEST:


Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, we believe in the joyful, transformative power of the human-canine bond and inclusivity of all citizens; and

WHEREAS, in the United States, 64 million adults and children have a disability and only 16,000 service dogs from accredited training programs exist nationwide and the need is growing; and

WHEREAS, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly-trained service dogs and ongoing support to ensure quality partnerships; and

WHEREAS, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence, by providing best-in-class training, ongoing follow up services and a deeply committed community of support; and

WHEREAS, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting them; and

WHEREAS, the City of Coeur d'Alene continues to work toward becoming an inclusive community in which all citizens, and their service dogs, are embraced.

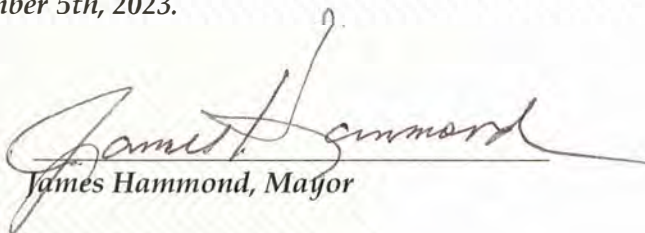
NOW, THEREFORE, I JAMES HAMMOND, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of September 3rd through September 9th, 2023 as


"NATIONAL SERVICE DOG WEEK"

I encourage all citizens to celebrate task trained service dogs and be respectful of the rights afforded to the adults, children and veterans who lead more independent lives because of their assistance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this September 5th, 2023.




James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

August 15, 2023

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 August 15, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

WATER USAGE UPDATE PRESENTATION: Water Department Director Terry Pickel presented an update on the current usage of the public water system. He said as the City continues to grow, water usage and availability had been at the forefront of system development and expansion. He said the Water Comprehensive Plan estimated average growth rates and have scheduled new production and storage facilities in anticipation of growth; however, irrigation requirements were difficult to quantify. He mentioned schedules have had to remain somewhat flexible and over the past several years, Administration and Water Department staff have discussed issues regarding steadily increasing water usage, especially in the terms of irrigation of green space, as well as the cost of facilities sitting idle for two-thirds of the year. He said the last two (2) rate studies had imposed stepped rate structures in an unsuccessful attempt to curb the excessive irrigation use, and had promoted irrigation efficiencies and low-water use landscape. He noted irrigation currently accounted for nearly 75% of summer use which begins in mid-to-late May and runs through September. He said a more aggressive approach may be required in order to slow the increasing use. He mentioned that while there was sufficient capacity to manage the overall daily demands, the peak hourly demands for early morning irrigation exceeded the City's pumping capacity and rapidly depleted the 8-million-gallon storage capacity. He noted construction of new public water infrastructure was expensive, a new well typically costs \$1.5 million dollars, and water storage tank construction was \$5 to \$9 dollars per gallon to construct. He noted that finding a new facility site was almost impossible unless it was included in a new subdivision, and new sources required an application for new water rights. He said the state had recently looked at changing the process for granting new water rights which may significantly impact development of new water sources. He mentioned the key issue was irrigation demand as turf required a

minimum of 1” inch of water per week, or the equivalent 27,500 gallons per acre a week and most residential and commercial irrigation systems were only 30% to 40% efficient. He said that increased efficiencies and conservation methods would play a larger role in the future of the public water system, and consumer education would be key to voluntary conservation efforts. He noted the City’s parks and the Coeur d’Alene School District were large users and had been asked to reduce their usage which they had. He suggested not watering during the heat of the day, only watering for landscape needs, maintaining irrigation systems, the use of a hose bibb when hand-watering, and to refrain from watering during wet weather conditions. He said other agencies were limiting water times, establishing alternative watering schedules, making emergency declarations, and updating rate structures to promote conservation. He mentioned there were steps the City could implement now and suggested encouraging conservation, consideration of an ordinance to limit use, and encouraging low-water landscapes. He said moving forward the Water Department would be working with the Planning Commission to reduce greenspace requirements, and would be encouraging water efficient subdivision design, recycled water for irrigation, and landscape rebate programs.

DISCUSSION: Mayor Hammond said that the current water practices were unsustainable and suggested the use of different types of grass, which require less water, and future changes to landscape and irrigation would be needed. Councilmember English asked how someone may check their water usage, with Mr. Pickel responding water audits were available and changing sprinkler heads to more efficient models would reduce water use. Councilmember Gookin noted he was in favor of the options for low-water use landscaping and the reuse of treated wastewater for irrigation. He said he was not in favor of an ordinance limiting watering times or minimum irrigation efficiencies, or removing green space requirements in subdivisions. Councilmember McEvers asked if the wells pumped water into a reservoir, with Mr. Pickel responding water was pumped directly into the water system and excess would go into the reservoir. Councilmember Wood thanked the Parks Department for their efforts to conserve water at the Atlas Waterfront Park by using clover instead of grass. She mentioned water was also utilized from the Spokane River, near North Idaho College, for irrigation purposes.

ANNOUNCEMENTS: Councilmember Wood said Athol, Idaho was being evacuated due to a fire and wanted to look into how the City could provide aide to the people being displaced. Councilmember Miller said there were City volunteer positions currently open on the Library Board and Historic Preservation Commission and to contact the City for more information.

CONSENT CALENDAR:

1. Approval of Council Minutes for the August 1, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee August 7, 2023, Meeting Minutes.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of a Cemetery transfer from Robert Harvey to Kathleen Ward; Section RIV, Block NGD, Nich 38; Forest Cemetery Annex (Riverview) (\$40.00).
6. Approval of a Final Plat for SS-23-09 – Shae Estates
7. **RESOLUTION NO. 23-061:**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY,

IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HMH, LLC, d/b/a HMH ENGINEERING, FOR DESIGN OF THE 3RD STREET STORMWATER DRAINAGE IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$34,675.08.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-061**.

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

PUBLIC COMMENTS:

Nick Goodwin, Hayden, President of the Lake City Employee Association (LCEA) asked for support of the LCEA contract on Council's agenda, and thanked the Administration and Council for their leadership and work during the negotiations.

Diana Sheridan, Coeur d'Alene, said she was concerned with the timing of public comment on the agenda. She requested the order be changed and public comment be moved before the consent calendar in order to give the public an opportunity to speak on all items on the agenda. She said she also had concerns with the cameras previously purchased for the Police Department and the way the data was being stored.

AUTHORIZATION FOR LEGAL COUNSEL TO SIGN ON BEHALF OF THE CITY, THE SETTLEMENT AGREEMENT BETWEEN THE STATE OF IDAHO AND AVISTA TO PRESERVE THE HISTORIC USE OF THE LAKE, COMPLYING WITH AVISTA'S FERC REQUIREMENTS AND MAINTAIN THE LAKE AT THE SUMMER/FALL/WINTER LEVELS AS HAS BEEN NORMAL AND CUSTOMARY FOR DECADES.

STAFF REPORT: Water Department Director Terry Pickel said the Coeur d'Alene/Spokane River Basin (CSRB) 95 water rights adjudication process had been ongoing since 2011. He said the legal claim to the ground water rights are complete and maintained, however, the surface water rights had recently been completed and summarily granted through the proposed settlement agreement. He noted the City had been approved for a portion of the original lake water rights, noting there are other entities with water rights on the lake including Avista, the Coeur d'Alene Tribe (Tribe), and the Governor's office. Candice McHugh of McHugh Bromley PLLC, was selected as the City's legal representative during the adjudication process. He noted separate negotiations were pursued, one involving Avista and the Governor's office, and the other between the federal government, the state, and the Tribe. He said the City was an objector listed in both negotiation processes to preserve the lake water levels at 2126.9 feet above sea level, there was no immediate financial impact to the City water utility, yet the long-term impacts of not signing could potentially affect tourism in the region if current lake levels were not maintained. He mentioned the City also used lake and river sources for irrigation of several parks, and the preservation of current lake levels through the agreement would have a profound effect on the regional economy guaranteeing tourism and recreation for generations to come. He said it would also ensure that the

City could provide inexpensive irrigation resources to City Park facilities as well as other uses. He requested Council grant authority for signing of the Avista and Governor's Water Rights Agreement on behalf of the City to Candice McHugh of McHugh Bromley, PLLC. He noted the negotiations were ongoing between the Federal and State Governments and the Tribe.

DISCUSSION: Councilmember Wood asked if dock owners would be affected by the change, with Mr. Pickel responding there would be minimum impacts as the lake level changes would be minor. Councilmember Gookin asked for clarification of the legal information in their agenda packet, with City Attorney Randy Adams responding it was an agreement between the Governor and Avista, litigation involved multiple parties, and the City was a signatory to the agreement. Councilmember McEvers asked how the Governor's Office was involved, with Mr. Pickel responding the Governor's Office has had water rights since 1927 which were granted in order to preserve the irrigation source. He said the Coeur d'Alene Tribe was part of the negotiations as they had lands which were flooded year-round and that they received a stipend from Avista for the land, yet the Tribe wanted control of the land returned to them.

MOTION: Motion by Wood, seconded by Gookin, to approve Authorization for Legal Counsel to sign on behalf of the City, the Settlement Agreement between the State of Idaho and Avista to preserve the historic use of the lake, complying with Avista's FERC requirements and maintain the lake at the summer/fall/winter levels as has been normal and customary for decades.

Motion carried.

RESOLUTION NO. 23-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., FOR THE DESIGN OF UPGRADES TO SIGNALS AND PEDESTRIAN RAMPS IN THE GOVERNMENT WAY CORRIDOR, IN AN AMOUNT NOT TO EXCEED \$45,000.00.

STAFF REPORT: City Engineer Chris Bosley requested Council approve the Professional Services Agreement with Welch Comer Engineers. Mr. Bosley explained that due to the traffic signal coordination projects that were implemented on Northwest Boulevard, Ramsey, and Sherman Avenue, the City desired to make necessary upgrades to the Government Way corridor to coordinate the signals. He said the City also desired to bring the pedestrian ramps up to Americans with Disabilities Act (ADA) compliance. He noted that by beginning the process of designing the improvements, the City would be better positioned for grant funding through the Strategic Initiatives Program (\$10M) which awarded more points to projects closer to completion. He said the grant was due in September and the cost of design was \$45,000, which would be funded with Impact Fees. He mentioned if awarded the grant, up to \$6,000,000 could be provided to upgrade the corridor. He noted that projects which were near bid ready were awarded higher points towards scoring for the grant. He said the scope of work was Government Way, from Harrison Avenue to Prairie Avenue, and that the City of Hayden was in agreement with the proposed upgrades.

DISCUSSION: Councilmember Evans asked why Northwest Boulevard had not been included, with Mr. Bosley responding Northwest Boulevard had been addressed with the Sherman Avenue improvements. Councilmember McEvers asked if turn lanes/lights were a part of the project, with Mr. Bosley responding they were. Councilmember Wood said Police Chief White had mentioned the 7-miles along Hwy-95 within the City had the highest accident rate in the state due to the signals not being synchronized, and asked if accident data was available for Government Way, with Mr. Bosley responding he didn't have accident types for Government Way; however, it would be researched for the grant application. Councilmember Wood said the Council had heard concerns regarding the cameras and asked Mr. Bosely to explain how they worked. Mr. Bosley explained the traffic detection cameras were used to identify when a car was in the stop bars and they tallied when cars and/or pedestrians arrived at the intersection. He mentioned the video recordings were not captured in high resolution. Councilmember Gookin concurred that there was tremendous concern among the community in regard to cameras and asked if there were any known requirements tied to the grant, with Mr. Bosley responding the grant had very few requirements for the use of the funds and Welch Comer Engineers would be compiling the list of equipment needed and would design a biddable project. He mentioned the new equipment would be compatible with the City's existing equipment. Mayor Hammond said he had heard the concerns regarding traffic cameras, mentioned past technology didn't work well, and he was in support of low-resolution traffic detection cameras.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 23-062** – Approving a Professional Services Agreement with Welch Comer Engineers, for the Government Way Strategic Initiatives Funding and Phase 1 Preliminary Signal Upgrade & Coordination Design, in the Amount of \$45,000.

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

RESOLUTION NO. 23-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE LAKE CITY EMPLOYEES' ASSOCIATION (LCEA).

STAFF REPORT: City Administrator Troy Tymesen requested Council approve the two-year Collective Bargaining Agreement with Lake City Employees Association (LCEA) negotiated by the LCEA and City Administration, establishing compensation and benefits. He said the agreement would be applicable to the LCEA represented classifications for a term commencing October 1, 2023, and ending September 30, 2025, and that all prior resolutions between the City and the LCEA would no longer be applicable. He said the following were the significant highlights of the negotiated agreement: 2-year term, increasing vacation accrual for new employees through the third year of service from eight (8) hours per month to ten (10) hours per month, , 5% market adjustment increase in wages in FY 23-24, 3% market adjustment increase in wages in FY 24-25, amend the current wage increase schedule from the current 9-year minimum to maximum to a 7-year minimum to maximum schedule (instead of the current 2.5% increases at years 6 through 9, employees will be eligible for a 5% increase at years 6 and 7), \$2,500 one-time bonus paid on

October 27, 2023. Additionally, the agreement allows new employees, within the first six (6) months of employment, to go into a negative 32 hours of sick leave if needed for qualifying reasons, adding a 2-hour minimum callout pay to those designated employees on standby who get called into a work location, and adding a \$500 annual tool allowance for Streets and Engineering mechanics for tools reasonably needed to perform the job duties of their position (with prior approval required by the department head). He said the proposed Agreement with LCEA was negotiated in good faith, the compensation and benefits included would provide a competitive package for those represented by LCEA as well as the City, and LCEA membership had voted in favor of the proposed agreement and he requested Council approve the two-year agreement.

DISCUSSION: Councilmember McEvers asked if the mechanics used city-owned tools, would the advance sick leave hours be re-paid, and was the bonus going to be an ongoing benefit? Mr. Tymesen said the bulk of the tools were owned by the mechanics, the 32 hours of sick leave would have to be paid back, and ARPA dollars were being used for the one-time expense of the bonus, which was similar to the Fire Union’s contract bonus approved last fall. Councilmember Wood said she and Councilmember Gookin had attended negotiation meetings and said they were well done and very professional. She thanked City Administration and the LCEA Negotiations Team for their efforts in negotiating a contract. She said it was important to be fair and support City employees. Mr. Tymesen thanked Council for their insight and prior work in providing an increased COLA to LCEA in 2022, which was more than contracted, and had been brought up by LCEA’s Negotiation Team many times during the meetings. Councilmember Miller said she was supportive of staff yet was not in support of using ARPA funds for the employee contracts.

MOTION: Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-063** – Approving a 2-year Collective Bargaining Agreement with the Lake City Employee Association.

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

RESOLUTION NO. 23-064

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D’ALENE AND THE POLICE DEPARTMENT CAPTAINS.

STAFF REPORT: City Administrator Troy Tymesen requested Council approve the two-year Police Captain Memorandum of Understanding (MOU) establishing compensation and benefits. He said the MOU would be applicable to Captain David Hagar and Captain Jeff Walther for a term commencing October 1, 2023, and ending September 30, 2025, and all prior agreements between the City and the Police Captains would no longer be applicable. He said the following were the changes in the MOU from the previous one: 2-year term, 4.5% increase in FY 23-24 (annual salary range \$109,512-\$154,065), 2.5% increase in FY 24-25 (annual salary range \$112,257- \$157,914). He noted the Police Captains would no longer be leveled in the City’s overall employee pay structure and the wages set by the MOU would place the Police Captains above a pay grade 19, and 9.4% below the Police Chief, Fire Chief, and City Attorney, who are leveled at a pay grade 20. He mentioned the City Administrator was a pay grade 21, Deputy Fire Chiefs and other

Department Heads were a pay grade 18. He said the proposed MOU with Captain David Hagar and Captain Jeff Walther was negotiated in good faith with the City, the compensation and benefits included would provide a competitive package for the two (2) Captains, and the Captains had agreed to the MOU. He requested Council approve the two-year MOU with the Police Captains which would establish compensation and benefits.

DISCUSSION: Councilmember Wood said the Police Captains job duties were at a high level of responsibility and they did a fantastic job for the City of Coeur d'Alene. Councilmember Gookin said he was in support of the MOU and that the City's pay grade structure was in need of review and updating.

MOTION: Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-064** – Approving a 2-year Police Captain Memorandum of Understanding (MOU), establishing compensation and benefits.

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

RESOLUTION NO. 23-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC., FOR THE FINAL DESIGN OF THE 15TH STREET RECONSTRUCTION PROJECT BETWEEN HARRISON AVENUE AND BEST AVENUE

STAFF REPORT: Streets and Engineering Department Director Todd Feusier said the City had recently completed the 15th Street 30% concept validation with Ardurra (formerly known as T-O Engineers). He said the project included design and the cost estimate for improving 15th Street, between Harrison Avenue and Best Avenue. He noted improvements included milling/grinding and inlay just north of Harrison Avenue to the north side of the I-90 westbound on-ramp, updating the City's illumination system within the interchange footprint, and full reconstruction of 15th Street north of the I-90 westbound on-ramp. He said the proposed street modifications included a continuous 5-foot sidewalk on the west side, 10- to 11-foot travel lanes, two 5-foot bicycle lanes, and a multi-use path on the east side. He mentioned the new design would also look for opportunities to capture and dispose of stormwater with swales, rather than piping to the existing outfall. He said there were a few rights-of-way which would need to be purchased from Avista Utility. He said the project was a budgeted item and the cost for the final design was \$683,700.00. He said the scope of work would take the concept through final design. He mentioned that approval of the agreement would enable the City to move forward with the project and position the City to seek construction funding as it became available from the state. He said the project was the final phase of completing the 15th Street corridor. He noted that Highway User Fees would be used to fund the professional services agreement and would take the project into the bid process.

DISCUSSION: Mayor Hammond noted the project had been postponed over the years and now was the time to utilize funds for the project. Councilmember McEvers asked where the crosswalk would be located and what improvements were planned for McFarland Avenue, with Mr. Feusier responding the crosswalk would be on both sides of the street in front of Avista, and McFarland would have a slightly larger intersection due to the road shift. Councilmember McEvers asked what changes were being made for stormwater, with Mr. Feusier responding stormwater treatment would be done through swales.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-065** – Approving a Professional Services Agreement with Ardurra for the final design of the 15th Street Reconstruction project from Harrison to Best Avenues.

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

APPROVING SPENDING AUTHORITY FOR COEUR D’ALENE LAKE DRIVE IN THE AMOUNT OF \$50,000.00

STAFF REPORT: Streets and Engineering Department Director Todd Feusier said in 2022, through a partnership with the Eastside Highway District, Coeur d’Alene Lake Drive had received a chip seal to extend the life of the pavement. He mentioned that over the winter, the roadway experienced significant chip loss over the original striping and the new stripes had faded severely. He said the resulting road surface was unsightly and confusing to drivers and they wished to contract with Poe Asphalt Paving to apply a fog seal over the surface. He said it would create a “blank slate” for the Streets and Engineering Department (Department) crews to restripe the roadway and new striping would be added to reduce confusion. Additionally, the Department would upgrade the pedestrian pushbuttons at East Sherman Avenue to be ADA compliant. The fog seal and traffic signal improvements will be paid out of the \$840,000 provided by the Idaho Transportation Department (ITD) for maintenance of the roadway as a part of the jurisdictional transfer that occurred in 2018. He said chip sealing and ADA improvements were included in the \$840,000 cost estimate. He noted approximately \$50,000 would be needed for the fog seal, striping, and traffic signal improvements at East Sherman Ave/Lake Coeur d’Alene Drive. The approval of contract would allow Poe Asphalt Paving to apply the fog seal while summer temperatures were still favorable and for the Department to purchase the necessary traffic signal items. He requested Council approve spending authority for the maintenance of Coeur d’Alene Lake Drive.

DISCUSSION: Councilmember Wood asked what the plans were for the remaining ITD funds, with Mr. Feusier responding they would be used for future maintenance needs. Councilmember Gookin asked when the bike line would be separated from the roadway as shown in the Master Plan, with Mr. Feusier responding the ITD funds were for maintenance needs and could not be used for new projects. Councilmember English asked if interest earned on the funds were dedicated back to the maintenance fund, with Mr. Tymesen responding they were.

MOTION: Motion by Miller, seconded by Evans, Approving Spending Authority for Coeur d’Alene Lake Drive in the amount of \$50,000.

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

RESOLUTION NO. 23-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2022-2023, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2022:

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$259,163	\$259,163
Administration	320,486	320,486
Finance Department	1,398,397	1,398,397
Municipal Services	3,000,885	3,039,035
Human Resources	452,421	452,421
Legal Department	1,361,438	1,361,438
Planning Department	759,266	769,266
Building Maintenance	694,637	694,637
Police Department	22,112,121	23,435,421
Fire Department	13,325,161	13,660,161
General Government	626,300	1,981,300
Streets and Engineering	7,858,838	8,301,735
Parks Department	3,041,376	3,071,376
Recreation Department	815,215	815,215
Building Inspection	1,123,236	1,139,636
TOTAL GENERAL FUND EXPENDITURES:	<u>\$57,148,940</u>	<u>\$60,699,687</u>

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$1,948,445	\$1,998,445
Community Development Block Grant	780,243	780,243
Impact Fee Fund	554,446	858,297
Parks Capital Improvements	463,614	1,163,614
Annexation Fee Fund	355,000	355,000
Cemetery Fund	363,711	363,711
Cemetery Perpetual Care Fund	86,000	86,000
Jewett House	139,700	230,710
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	468,500	468,500
TOTAL SPECIAL FUNDS:	\$5,279,659	\$6,424,520
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$760,130	\$760,130
Water Fund	14,326,675	14,326,675
Wastewater Fund	23,738,871	23,919,407
Wastewater Property Management		30,000
Water Cap Fee Fund	3,850,000	3,850,000
WWTP Cap Fees Fund	2,777,660	2,777,660
Sanitation Fund	5,520,365	5,520,365
City Parking Fund	1,864,965	1,864,965
Drainage	2,504,858	2,504,858
TOTAL ENTERPRISE EXPENDITURES:	\$55,343,524	\$55,554,060
FIDUCIARY FUNDS:	\$3,492,454	\$3,492,454
CAPITAL PROJECTS FUNDS:	1,707,964	3,366,964
DEBT SERVICE FUNDS:	880,083	880,083
GRAND TOTAL OF ALL EXPENDITURES:	\$123,852,624	\$130,417,768

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
ESTIMATED REVENUES:		
Property Taxes:		
General Levy	\$23,404,549	\$23,404,549
Library Levy	1,777,266	1,777,266
Fireman's Retirement Fund Levy	250,000	250,000
Police Retirement Fund	152,000	152,000
2015 G.O. Bond Levy	880,083	880,083
TOTAL REVENUE FROM PROPERTY TAXES:	\$26,463,898	\$26,463,898

	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
ESTIMATED OTHER REVENUES:		
Interfund Transfers	\$11,281,352	\$11,882,419
Beginning Balance	31,792,746	36,783,340
Other Revenue:		
General Fund	28,277,019	28,463,718
Library Fund	14,050	64,050
Community Development Block Grant	780,243	780,243
Parks Capital Improvement Fund	167,750	167,750
Cemetery	239,150	239,150
Annexation Fee Fund	-	-
Impact Fee Fund	650,000	650,000
Cemetery Perpetual Care Fund	7,000	7,000
Jewett House	20,200	70,200
Street Trees	57,200	57,200
Community Canopy	1,500	1,500
Public Art Funds	16,000	16,000
Street Lighting Fund	684,000	684,000
Water Fund	7,386,024	7,386,024
Wastewater Fund	13,248,000	13,248,000
Wastewater Property Management		30,000
Water Capitalization Fees	1,225,000	1,225,000
WWTP Capitalization Fees	2,000,000	2,000,000
Sanitation Fund	4,603,000	4,603,000
City Parking Fund	971,000	971,000
Drainage	1,763,200	1,763,200
Fiduciary Funds	3,238,900	3,238,900
Capital Projects Fund	560,000	1,216,784
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	<u>\$108,983,334</u>	<u>\$115,548,478</u>
 SUMMARY:		
	FY 2022-23 BUDGET	FY 2022-23 AMENDED BUDGET
PROPERTY TAXES	\$26,463,898	\$26,463,898
OTHER THAN PROPERTY TAXES	<u>108,983,334</u>	<u>115,548,478</u>
TOTAL ESTIMATED REVENUES	<u>\$135,447,232</u>	<u>\$142,012,376</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 23, 2023 and August 30, 2023.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 19th day of September, 2023, at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

STAFF REPORT: City Accountant Stephanie Padilla said that Council amends the original appropriations ordinance annually for unanticipated expenditures. She noted the current amendment was for the Fiscal Year 2022-23 Budget in the amount of \$6,565,144.00. She explained that Idaho code allowed the City to amend the appropriations ordinance at any time during the fiscal year to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. She noted the amendment showed increases in expenditures due to carryovers of projects, State and Federal grants received, additional funding received from Kootenai County Emergency Medical Services System (KCEMSS) and miscellaneous additional items. She said additional funds to cover the increased expenses in the General Fund consisted of \$186,699.00 of unanticipated revenues, \$303,851.00 transferred from Impact Fees, and \$3,060,197.00 from designated Fund Balance. She noted the majority of the designated Fund Balance amendment was for the Police Department Headquarters Expansion Project's land purchase, overlay funds carried over from the previous fiscal year, highway user funds, and a carryover for the purchase of a dump truck in the Streets Department. She noted \$30,000 was used to pay for vandalism throughout the city parks.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 23-066** – Proposed Amendments to Fiscal Year 2022-2023 Budget and Scheduling a Public Hearing for September 19, 2023.

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

RESOLUTION NO. 23-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT 4 TO THE AGREEMENT WITH CDAIDE FOR CDBG-CV GRANT FUNDS.

STAFF REPORT: Community Planning Director Hilary Patterson asked Council to approve Amendment No. 4 with CDAIDE for the CDBG-CV contract to provide COVID Related Support for the CDA Hospitality Workers Program. She said the City received \$446,799 in CV funds, with \$199,675 received in the first round of CDGB-CV funds and \$247,124 received in the third round of funds. To date, fourteen projects had been funded for eligible projects with the funds to prevent, prepare for, and respond to the COVID-19 pandemic. The remaining funds (20%) were set aside and used to administer the funds. She said that \$24,705 currently remained in the City's CV Admin Fund, and \$2,560 currently remained in the CV Projects Fund. She said that staff recommends reallocating the \$24,705 in the City's CV Admin fund to increase the CDAIDE CDBG-CV funding. Staff further recommends allocating the remaining \$2,560 in CV funds available to CDAIDE, bringing the total increase in funding to \$27,265.13. She noted that combined with the previous funding in the amount of \$93,375, it brought the total CDAIDE funding to \$120,640.13.

She mentioned CDAIDE had spent down their previous allocated amount in its entirety, had requested an increase in funding, and had submitted new invoices and billings totaling \$30,122.63. She noted if approved, the amendment would close out all CV funds entirely. She said Amendment No. 1 dated 4/23/21 extended the performance date from 04/30/21 to 12/31/21, Amendment No. 2 dated 12/02/21 increased the grant amount by \$35,000, and Amendment No. 3 dated 9/6/22 increased the grant amount by \$8,375.

DISCUSSION: Councilmember McEvers asked how CDAIDE was chosen for the remaining funds, with Ms. Patterson responding CDAIDE was the only organization to request additional funding as their program was still being impacted. Councilmember English noted many needs had been addressed with the grants to the various organizations and he was in support of the increase to CDAIDE.

MOTION: Motion by English, seconded by Evans, to approve **Resolution No. 23-067** – Approving Amendment No. 4 to the Agreement for CDBG Grant funds with CDAIDE for use of CDBG-CV funds.

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

LEGISLATIVE – APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN FOR PLAN YEAR 2024-2027 AND THE 2023 ANNUAL ACTION PLAN.

STAFF REPORT: Community Planning Director Hilary Patterson requested the Council approve the submittal of the Community Development Block Grant (CDBG) 2023-2027 Consolidated Plan and the 2023 Annual Action Plan (AAP) to the U.S. Department of Housing and Urban Development (HUD). She said the City received an annual direct allocation of CDBG funds from HUD and was required to complete an AAP, inviting the public to attend a public forum prior to drafting the plan to identify needs, and then allowing the public four-weeks to share comments on the posted draft plan. She noted every five years, the City was required to prepare the 5-year Consolidated Plan identifying priorities for the CDBG program and showing how the funds would be used to meet the community's goals in support of low-to-moderate community members. She mentioned the last Consolidated Plan was for Plan Years 2018-2022. She said that based on direction from the City's HUD representative and CPD director, the process for the Consolidated Plan and AAP had been changed to begin with the call for grant applications so that the plans would include more specificity on how the grant funding would be spent. She noted this would allow for more efficient tracking of goal accomplishments by the City and HUD. She said the Consolidated Plan guided the next 5 years of funding for the CDBG program, including the 2023 Plan Year. She noted CDBG funds must comply with the following three (3) national objectives and eligible activities would: Aid in the prevention or elimination of slum and blight, Provide benefit to low and moderate-income persons, Meet a certain community development need having a particular urgency. She said that based on survey results, feedback from the public forums, grant applications, and the Ad Hoc committee recommendations, the 2023-2027 Consolidated Plan and the 2023 AAP had five (5) goals which included:

1. Maintain and Increase Affordable Housing (ownership and rentals)
2. Public Facilities and Infrastructure Projects
3. Public Services
4. Economic Development
5. Homelessness Assistance

She said authorizing the item would allow staff to include public comments and any changes from Council, and submit the 2023-2027 Consolidated Plan and the 2023 AAP to HUD for official review. She noted pending acceptance of the Consolidated Plan by HUD, staff would move forward with implementing the agreed upon goals, funding suggestions, and the funding agreement. She went over eligible projects, public service activities, administrative costs, and the survey results. She said estimated funding for 2023 was \$358,560, with \$10,000 to Lake City Center “Meals on Wheels”, \$75,000 for the Emergency Minor Home Repair and Accessibility Program, \$201,848 for Affordable Housing and Subsistence Payments, and \$71,712 for Administration. She noted funds allocated to the sidewalk project from 2018-2022 equaled \$29,600.

DISCUSSION: Councilmember McEvers asked how the \$201,848 allocated towards housing would be used, with Ms. Patterson responding it could be used for down payment assistance, rent payments, and utilities. Councilmember Miller asked if there was any latitude on how the money be used or must it go directly to a Low-to-Moderate Income (LMI) individual, with Ms. Patterson responding it must go to an income qualified individual. Councilmember Miller asked if funds had to be tracked back to the individual application/scholarship or to the organization, with Ms. Patterson responding the organization must track the scholarship. Councilmember English stated mental health and childcare assistance were important matters and asked if funds were available for those issues, with Ms. Patterson responding no mental health funding requests had been received and the childcare funds hadn’t been spent down in the current grant period. Councilmember Wood mentioned there was a current crisis where pets were being turned in to animal shelters more frequently and asked if there were funds available to cover the pet deposit on a rental property, with Ms. Patterson explaining there were no funds available for that purpose in the CDBG funds. Councilmember English said that moving forward companion animals and their support could be included in the funding of mental health/wellbeing of individuals. Councilmember Gookin said he was in support of the ADA sidewalk improvement fund and asked if the City’s Streets & Engineering Department still provided the service, with Ms. Patterson responding they did and it was a separate program and funding than CDBG’s sidewalk program.

Mayor Hammond opened the public testimony portion of the hearing.

Susanne Knutsen, Coeur d’Alene, said she was Co-Chair of the Regional Accessibility Subcommittee through the Human Rights Education Institute (HREI), helping Kootenai County become more accessible to the disabled community. She noted CDBG funding was only allowed for homeowners and that many disabled people in the community rented their homes and therefore did not qualify for assistance with needed accessibility upgrades.

Mayor Hammond closed the public testimony portion of the hearing.

MOTION: Motion by McEvers, seconded by Evans, to approve the Community Development Block Grant (CDBG) Consolidated Plan for PY 2024-2027 and the 2023 Annual Action Plan. **Motion carried.**

RECESS: Motion by McEvers, seconded by Evans, to recess to August 21, 2023, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2023-2024 Annual Appropriation (Budget). **Motion carried.**

The meeting adjourned at 8:09 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE, IDAHO,
CITY COUNCIL HELD IN THE LIBRARY COMMUNITY ROOM
August 21, 2023, AT 12:00 P.M.

The City Council of the City of Coeur d'Alene met in continued session of said Council in the Library Community Room held at 12:00 p.m. on August 21, 2023, there being present upon roll call a quorum.

James Hammond, Mayor

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

DEPARTMENT HEADS PRESENT: Troy Tymesen, City Administrator; Randy Adams, City Attorney; Renata McLeod, Municipal Services Director/City Clerk; Vonnie Jensen, Comptroller; Ted Lantzy, Building Official; Thomas Greif, Fire Chief; Melissa Tosi, Human Resource Director; Michael Priest, Library Director; Lee White, Police Chief; Todd Feusier, Streets & Engineering Superintendent; Mike Anderson, Wastewater Superintendent; Terry Pickel, Water Superintendent.

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

Mayor Hammond said the purpose of the workshop was to provide Council another opportunity to discuss the General Fund budget and receive an update on the Police and Streets Departments' Building Expansion and/or Remodeling projects.

OVERVIEW: City Administrator Troy Tymesen said 85% of the City's General Fund was in personnel costs as the City was a service business. He noted the increased use of Fund Balance was concerning as much of the City's expenses were ongoing and not one-time expenses.

STAFF PRESENTATIONS:

POLICE DEPARTMENT BUILDING EXPANSION: Police Chief Lee White said Council had approved \$4.5 million of American Rescue Plan Act (ARPA) funds in order to expand and remodel the Police Department Headquarters building which did not contain adequate locker room or work space for their 112 employees. He said a Construction Manager/General Contractor (CM/GC) had been hired to prepare plans and bid documents for the building which the Department had outgrown. He noted that adjacent property had also been purchased to accommodate future expansion. He explained 1000 square foot of the existing building would be remodeled, the existing locker rooms would be remodeled into work space, and an additional 3848 square foot would be added. He said Captain Hagar had been working with the architect and design firms for the last 18-months and they had value engineered the plans in order to reduce project costs by \$900,000 which involved removing

the new parking area, emergency exit, all landscaping, and some of the lockers. He mentioned the project remained \$1.5 million over budget due to current construction costs. He said the good news was they currently had \$460,000 in impact fees which they would seek Council approval to use, and with the proposed FY 22-23 budget amendment, \$1.2 million would be returned to the Department's budget due to vacancies in 12 positions. He advised they were at a point in the project where they could halt it, or a funding source would need to be identified. He said Phase II of the expansion would use future impact fees, and the 2025 G.O. Bond may help with financing Phase II of the project.

DISCUSSION: Councilmember Evans asked how many offices would be configured using the 1000 square feet of the old locker room area, with Chief White responding 10-12 would be configured yet they would still be short roughly 12 workstations. Councilmember Evans asked if the locker room portion of the plan could be phased out in order to delay project costs, with Chief White responding they had considered it, yet it would remove needed locker rooms for existing staff. He said removing the locker room portion would save \$350,000 in project costs. Councilmember Gookin asked what the total cost to complete the project was, with Chief White responding the expansion/remodeling was estimated at just under \$6 million, with \$4.5 million coming from ARPA funds. He said in the future, they would be seeking Council approval to use \$460,000 in Impact Fees. Councilmember Gookin noted inflation would increase project costs further. He asked how much the project was short and if Council would commit to using Fund Balance to complete the project, with Chief White responding \$1.5 million was needed as of now. Councilmember English said public safety projects were the number one priority, and if there was a way to keep the projects moving forward, Council should continue to find ways to complete them. He mentioned the Police Department Headquarters Expansion/Remodel project had a good footprint with the recent land purchase. Mayor Hammond noted the Police Headquarters building was 23 years old and staffing had almost doubled during that time. Councilmember Wood said now was not the time to pause the project and they should plan for the costs in upcoming budgets. Mr. Tymesen said they had looked at ways to reduce project costs such as the City doing the landscaping and paving and working with contractors to explore less expensive building products. He said one possible recommendation could be using impact fees and/or Fund Balance to complete the project. Councilmember Miller asked if ARPA funds had an expiration date, with Ms. Jensen responding funds must be committed by a year from December 2023, and the City would have two (2) years from the time they were committed to spend the funds.

STREETS AND ENGINEERING DEPARTMENT BUILDING REMODEL: Superintendent Todd Feusier said the Streets Building Remodel project had its final design and was currently advertised for bids. The engineer's estimate was \$1.8 million which was above the project's \$1 million budget. He said they had looked at ways of reducing the overall costs and that concrete and paving would be done in-house, and they would work with the IT Division on cabling the fiber. He said the timing may be a challenge due to the Street Department's fall/winter work. He explained building upgrades would include an ADA compliant entry, HVAC, plumbing, and electrical upgrades, combining staff work areas, and a new configuration of the conference and training area. He said with the in-house work, the project could be value engineered down to \$1.4 million.

DISCUSSION: Councilmember Gookin asked why Engineering staff were being moved to the Streets Building and what would be done with the old Water Department building they currently used, with Mr. Feusier responding he would like to have all his staff under one roof and wanted to move the trucks out of public view. He said he wasn't sure what would be done with the old building.

Councilmember Gookin mentioned anytime Streets staff were pulled away from their regular City projects it actually cost more as it required the City to double up to get the work done. Councilmember McEvers asked if there were enough garage bays for future growth, with Mr. Feusier responding they had adequate space for the next 5-10 years yet may require more in the future. Mr. Feusier mentioned they rotated their equipment by season. Councilmember Wood asked if they would like to pause the project for a year, with Mr. Feusier responding if in-house work was done, it would be a challenge in winter, yet his fear was if the project was paused building costs would continue to increase. Councilmember Wood suggested the project be added as a priority to the Strategic Plan, and then planned for over the next couple of years. Councilmember Miller asked if there were any plans to upgrade the small building into a conference room, with Mr. Feusier responding they currently utilized it for the engineering staff. He said his long-term plan would be to move or sell the building and replace it with a pole barn to store equipment out of the elements.

OVERVIEW OF THE 2023-2024 GENERAL FUND BUDGET:

Mr. Tymesen said the goal was to show the importance of having cash reserves. He said Impact Fees were being updated yet it would take time before the City would start to see them come in. He said the goal was to look at projects and recognize items which could be paid for as one-time purchases. He said the City required ongoing cash flow to pay for wages and benefits. He noted many cities relied on a tax anticipation note when they had insufficient reserves to pay for operating expenses (wages and benefits), and property tax payments were received twice a year. He noted that in the past 30 years, the City had not had to rely on a tax anticipation note as it had sufficient reserves in the Fund Balance. He mentioned the majority of the City's expenses were in employee wages and benefits. He noted the Government and Finance Review recommends 2-months of cash on-hand based on an organization's expenses, yet he advised 30%+ was needed in order to gain a higher AAA bond rating. He said Council had done a great job of growing the City responsibly, yet a perfect storm had developed wherein the City grew in unanticipated ways during what could have been a depression. He mentioned with the Urban Renewal District-Lake District (Lake District) closure, property taxes had been returned to the constituents.

Comptroller Vonnie Jensen spoke of levy rates and noted in 2014, the non-exempt levy rate was \$6.34 for every \$1,000 of valuation, and the current non-exempt levy rate was \$2.14 which was a 66% decrease. She said valuations saw a 312% increase in assessed value in 9 years and a 75% increase from 2021-2023. She said the large increases in assessed value were producing the large decreases in levy rates. She mentioned the valuation increase caused a 39% decrease in the levy rates between 2022-2023, and resulted in the large decrease in funding the City was to receive from the closing of the Lake District and new growth. She said due to the reduced levy rate and changes made at the State Legislature, the City would receive \$1.1 million less than anticipated. She said that over the past 10 years, the City was allowed to take 30% in property taxes, yet only took a total of 8.5%, and \$4.4 million of tax revenue went back to the taxpayer. She went over examples of properties and explained that since 2017, the tax burden had shifted to residential properties while assessments rose, yet recently commercial property's assessed values and levy rates were increasing. She went over multiple scenarios of what a 3% tax increase may look like for various property valuations. She said the employee cost of living adjustments (COLAs) had cost the City \$2.4 million. She said that three-quarters of the State revenue had come in, and it was coming in lower than expected. She said the revenues were now coming in less than AIC projections, and this may amount to \$1million less in

revenue this year. She mentioned gas franchise fees and interest would most likely make up the difference this year, but that wouldn't be the case in the following year. She noted in an emergency situation, it took FEMA roughly 18-months to provide emergency funding and therefore a healthy reserve was essential. She went over budget projections for FY 24-25 if Fund Balance was used to balance the budget. She noted \$2.5 million of Fund Balance would be required to balance the future FY 24-25 budget. She said that vacancies in the Police Department and the associated salary savings had helped balance the prior year's budget yet the Police Department was now fully staffed. She noted sales and liquor taxes were coming in lower than projected. She said the following services were provided to constituents by the City: Fire and EMS, police protection, library, parks, trails, accessible waterfront, streets were plowed/swept/overlayed/lined/chip-sealed and leaves picked up, affordable recreational programs, safe buildings, and planned development. She said all of these services were provided for approximately \$94.00 a month for a home valued at \$500,000.

DISCUSSION: Councilmember Wood mentioned the Fund Balance had grown by the use of salary savings in a non-fully staffed Police Department. She said crime had been reduced by 62% and felt in order to continue reducing crime, emergency services needed to be fully staffed. She asked if there would be any new tax dollars coming forward, and referenced the new Coeur Terre development, and asked about another Urban Renewal District closing, with Mr. Tymesen noting there had been no houses built, the project had a 20-year build out, and the next annexation fee was due upon the completion of 200 homes. He said in regard to the Urban Renewal District-River (River District), most work had been completed yet there was remaining debt to pay, and it was still a few years out from closure. Councilmember Gookin asked if the River District could be de-annexed, and noted the annual report was overdue to the Council (and required by State Statute). Councilmember English said the focus should be kept on the upcoming fiscal year's budget, yet be mindful of future budget needs. Mayor Hammond asked if the desire was to close the entire River District or a portion of it? Councilmember Gookin said he would like to see something done now, yet he was unsure of their obligations, yet it would help the City's revenue stream as it was new growth in the City. Mayor Hammond asked if the River District was de-annexed, how long would it take before the City would start receiving revenue, with Mr. Tymesen responding it would be the year following closure. Councilmember Evans noted the River District is set to expire in 2027. Councilmember Wood said she had spoken with a County Commissioner, and he had explained they were taking the 3% because of low levy rates and what the State Legislature was doing. She noted she would like to look at other avenues for funding, yet it seemed as though this was the year to take the taxes. Councilmember McEvers asked if the River District de-annexation would make the City whole. He noted in the past, the City had borrowed money from the Enterprise Funds. Mayor Hammond said the concern was if funds were borrowed how would they be repaid. Ms. Jensen noted funds previously borrowed from Enterprise Funds had not yet been repaid. Councilmember English noted if prior Council's had taken the 3%, the City wouldn't be in the current position, and that not taking the taxes had long-term impacts to the City's fiscal status. Ms. Jensen noted that even with the 3% tax increase, Fund Balance was still being used to balance the FY 23-24 budget. Councilmember Miller noted there were some problematic issues with de-annexation. She said staff in public safety had increased three-fold, she was in support of the current staffing levels, and the City may need to freeze vacancies until the City was in a better financial position. She noted it may be the year to take the 3%. Councilmember Gookin said it was Council's duty to review and look for ways to reduce the budget, and he had tried hard to represent the tax payer. He noted there would be inconsistencies across the board with the proposed 3% increase in property taxes. He said the City was well positioned and doing well and he would like to give the

taxpayer a break. He suggested creating an employee incentive program which would help the City to save money and defunding the City's contribution to CDA2030 (now Connect Kootenai). Ms. Jensen noted that \$167,000 in services and supplies had been cut from the proposed budget and 85% of the budget was employee wages and benefits. Mayor Hammond said he had witnessed many employees utilizing cost savings for the City and would be supportive of an employee incentive program. Councilmember Wood said if the City was looking for savings, she was not in support of freezing emergency personnel positions and suggested the elimination of a capital project. Mr. Tymesen noted the City's cash flow would not be helped by eliminating capital projects as the dollars were dedicated and may not be directed elsewhere. He said eliminating capital projects didn't help the General Fund. Councilmember Wood asked if dedicated funds could be transferred for other uses, with Mr. Tymesen responding they could not be used for other purposes once dedicated. He reiterated that personnel wages and benefits were 85% of the City's General Fund. Mayor Hammond said the issue came down to an artificial 75% increase in residential property values, changes made by the State Legislature on new growth tax, and that the Lake District was intended to add to the City's tax rolls; however, the Legislature had changed the rules which lowered the amount of taxes received by the City. He suggested the City take a 3% increase in property tax, using reserves to balance the FY 23-24 budget, and begin working on the next budget cycle soon. Councilmember Miller said employees were worth the COLAs, yet the City was seeing a challenge in balancing the budget. She said the Police Department had grown exponentially. She said over 65 new public safety positions had been added over the last 10 years, with only 19 throughout the City. She said Police Department vacancies, along with all other department vacancies, should be frozen while the City worked through the budget shortfalls. Mayor Hammond noted new positions had been requested in the FY 23-24 budget yet not approved. Councilmember English said he was in support of the additional 3% property tax and using annexation fees.

MOTION: Motion by Gookin, seconded by Wood, to prepare the budget with the use of annexation fee dollars to offset the property tax increase. **Motion Withdrawn**

DISCUSSION: Councilmember Miller asked what additional property tax would be needed if the annexation fees were used, with Ms. Jensen responding 1% would still be needed to balance the budget. Ms. Jensen noted annexation fees were historically used for one-time purchases, such as a dump truck, and not for ongoing expenses. She said the City would start the next budget cycle with a \$1 Million dollar shortfall. Councilmember McEvers asked if placing the Police Department and Streets Department's Building projects on hold, would it help balance the budget, with Ms. Jensen responding capital projects were historically funded with annexation fees and the use of Fund Balance, and these projects were partially funded through ARPA funds. Mayor Hammond noted if Council delayed the projects, the City may not need to take the 3%, yet it would further delay the projects and associated costs would increase. Councilmember Evans asked if the recommendation was to not use annexation fees to pay for ongoing expenses, with Mr. Tymesen responding he would never recommend it. Ms. Jensen noted they also did not recommend using Fund Balance to pay for ongoing expenses. Councilmember Wood noted Fund Balance was being used to balance the FY23-24 budget. Ms. Jensen mentioned Fund Balance was being used to fund the COLAs as there were not enough revenues to balance the budget without it.

MOTION: Motion by Gookin, seconded by Wood, to use all the annexation fee dollars to offset the property tax increase.

ROLL CALL: Evans No; Wood Aye; English No; Gookin Aye; McEvers No; Miller No.
Motion failed.

DISCUSSION: Councilmember Wood asked what the offset to property tax would be, with Ms. Jensen responding it may be 1-2%. Ms. Jensen explained how property assessments and higher valuations had affected the taxes the City received and noted the tax burden for the past five years was not equal amongst commercial and residential properties. She noted it was now shifting back to commercial properties and therefore the burden was decreasing on residential properties. Councilmember Wood asked if small businesses would receive some of the property tax relief, with Ms. Jensen responding she was not sure as the State had not come out with how the relief would be allocated. She assumed some may go to commercial properties. Councilmember McEvers asked if the motion on the table to offset the 3% property tax would make the City whole, with Ms. Jensen responding \$1 million of Fund Balance would still be needed to balance the budget. Ms. Jensen mentioned there were not enough funds in the annexation account to cover the budget deficit. Councilmember English asked for clarification that the 3% equaled \$700,000 and the use of \$1 million of annexation funds would cover the 3%, with Ms. Jensen responding the preliminary budget already contained \$500,000 of the annexation dollars, leaving \$500,000 in that fund. Councilmember English noted 1% property taxes would still be needed to balance the budget. Councilmember Evans said it was not recommended by the City Administrator or Comptroller to use annexation fees for ongoing expenses yet some of Council continued to put it forward as an option. Councilmember Wood said her motion suggested the use of an additional \$239,000 of Fund Balance to balance the budget.

MOTION: Motion by Evans, seconded McEvers, to direct staff to prepare the budget with the use of 3% property tax.

ROLL CALL: Evans Aye; Wood Aye; English Aye; Gookin No; McEvers Aye; Miller Aye.
Motion carried.

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

The meeting adjourned at: 1:39 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

CITY COUNCIL STAFF REPORT

DATE: September 5, 2023
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-23-05c, Fourteenth Street CDA Condominiums, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, three (3) unit residential condominium subdivision.

HISTORY

Applicant: David W. & Julia A. Buckner, Owner
516 E. Norma Lee
Medical Lake, WA 99022

Location: 2830, 2832, & 2834 N. 14th Street

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This is a re-plat of Lot 4, Block 1 of the Eldorado Pita Addition located in Coeur d'Alene, into a one (1) lot, three (3) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

FOURTEENTH STREET CDA CONDOMINIUMS

LOT 4, BLOCK 1, 'ELDORADO PITA ADDITION'

S.E. QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____

OWNERS' CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT DAVID W. BUCKNER AND JULIA A. BUCKNER, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP, ARE THE RECORD OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE PLATED AS SHOWN TO BE KNOWN AS 'FOURTEENTH STREET CDA CONDOMINIUMS', LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 4, BLOCK 1, 'ELDORADO PITA ADDITION', ACCORDING TO THE PLAT RECORDED IN BOOK J OF PLATS, PAGE 37, RECORDS OF KOOTENAI COUNTY, IDAHO, MEETS AND BOUNDS DESCRIPTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 AS SHOWN ON PLAT OF ELDORADO PITA ADDITION, FILED IN BOOK J OF PLATS, PAGE 37, FILED AS INSTRUMENT NO. 1875065, KOOTENAI COUNTY RECORDS; THENCE NORTH 00° 38' 42" EAST ALONG THE WEST LINE OF SAID LOT 4, 126.38 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89° 21' 17" EAST ALONG THE NORTH LINE OF SAID LOT 4, 63.88 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 38' 42" WEST ALONG THE EAST LINE OF SAID LOT 4, 24.00 FEET; THENCE SOUTH 89° 21' 17" EAST ALONG THE EAST LINE OF SAID LOT 4, 106.38 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89° 21' 27" WEST ALONG THE SOUTH LINE OF SAID LOT 4, 22.59 FEET; THENCE NORTH 02° 52' 48" WEST ALONG THE SOUTH LINE OF SAID LOT 4, 4.44 FEET; THENCE NORTH 89° 16' 28" WEST ALONG THE SOUTH LINE OF SAID LOT 4, 64.73 FEET TO THE POINT OF BEGINNING;

WATER AND SANITARY SEWER SERVICE ARE PROVIDED BY THE CITY OF COEUR D'ALENE.

THIS PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATION AND COAR'S RECORDED UNDER

INSTRUMENT NO. _____

David W. Buckner 7-25-2023
DAVID W. BUCKNER, OWNER DATE

Julia A. Buckner 7-25-2023
JULIA A. BUCKNER, OWNER DATE

COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HERIN PLAT OF 'FOURTEENTH STREET CDA CONDOMINIUMS' AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 2023.

KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY AND A SUBDIVISION OF LAND LOCATED IN SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY HEREON AND THE MONUMENTS HAVE BEEN PLACED AND THAT THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAWS AND LOCAL ORDINANCES.

DATED THIS 24th DAY OF July 2023

Steven R. Sprague
STEVEN R. SPRAGUE, PLS 13554



NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF IDAHO

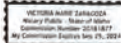
COUNTY OF KOOTENAI

ON THIS 26th DAY OF JULY 2023 BEFORE ME PERSONALLY APPEARED DAVID W. BUCKNER, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: BOZEMAN, ID MY COMMISSION EXPIRES: 9-25-2024



NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF IDAHO

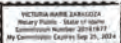
COUNTY OF KOOTENAI

ON THIS 25th DAY OF JULY 2023 BEFORE ME PERSONALLY APPEARED JULIA A. BUCKNER, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT: BOZEMAN, ID MY COMMISSION EXPIRES: 9-25-2024



PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING THE 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. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REMOVED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATION OF DISPOSAL.

DATED THIS 21st DAY OF August 2023

Greg Jacobson
PANHANDLE HEALTH DISTRICT 1

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____ 20____ AT _____ IN _____

AT THE REQUEST OF RUEN YEAGER & ASSOCIATES, INC.

BOOK _____ OF PLATS, PAGE _____

INSTRUMENT NO. _____ FEE: \$ _____

KOOTENAI COUNTY RECORDER



VICINITY MAP
NO SCALE

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS _____ DAY OF _____ 20____.

COEUR D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY ENGINEER OR COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

DATED THIS _____ DAY OF _____ 20____.

COEUR D'ALENE CITY ENGINEER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE YEAR 2022.

APPROVED THIS 21st DAY OF August 2023

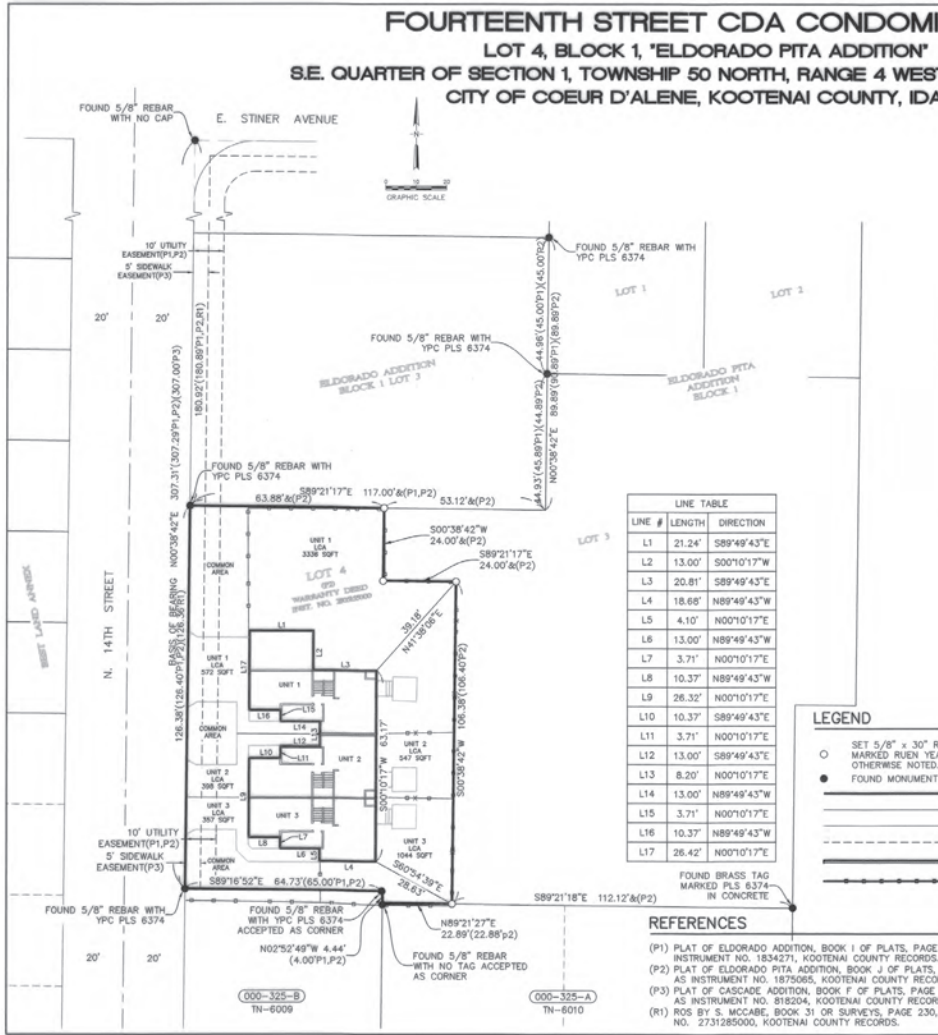
Anna Crooks (County Treasurer)
KOOTENAI COUNTY TREASURER

RUEN-YEAGER & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS - PLANNERS
3200 N. HUNTER RD., STE. 850
COEUR D'ALENE, IDAHO 83814 (208)292-0820
318 PINE ST.
SANDPOINT, IDAHO 83864 (208)265-4939
DRAWN BY: CR PROJECT NO: P220653 DRAWING NO: P220653-PLAT.001 SHEET: 1 OF 3

FOURTEENTH STREET CDA CONDOMINIUMS

LOT 4, BLOCK 1, 'ELDORADO PITA ADDITION'
S.E. QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____



BASIS OF BEARING

BEARINGS SHOWN ARE BASED ON THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, USING A TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM OF 1983 AND A PROJECT REFERENCE FRAME BASED ON NAD83 (2011) EPOCH 2010. GROUND DISTANCES ARE SHOWN IN US FEET UNITS. PROJECT CONTROL WAS ESTABLISHED USING GPS MEASUREMENTS TO THE FOLLOWING CORN STATIONS:

ID#	DESIGNATION	LATITUDE	LONGITUDE
D07408	P202 BR/UDRSH_WA2004 CORN ARP	N47007.833	W118356.712
D09747	M1V FLAT HEAD COMMUNI CORN ARP	N481338.890	W1141936.542
DL7748	P422 FOOT_HILL_ID2007 CORN ARP	N464752.298	W1165846.803

SURVEY NARRATIVE

PURPOSE OF SURVEY

THE PURPOSE OF THIS SURVEY WAS TO PREPARE A CONDOMINIUM PLAT OF THE SUBJECT PROPERTY AS DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2805155000 (LOT 4, BLOCK 1; PLAT OF ELDORADO PITA ADDITION), RETRACE THE BOUNDARIES AND SET/RESET ANY MISSING MONUMENTS.

BOUNDARY DETERMINATION

HELD FOUND MONUMENTS OF RECORD ALONG THE EAST RIGHT-OF-WAY LINE OF 14TH STREET (WEST LINE OF SUBJECT PROPERTY PER WARRANTY DEED INSTRUMENT NO. 2805155000). ADDITIONAL FOUND MONUMENTS FIT WELL TO RECORD REFERENCES (P1) AND (P2) AS SHOWN, WITH THE ACCEPTANCE OF THE TWO FOUND MONUMENTS ALONG THE SOUTH LINE OF THE SUBJECT PROPERTY AS SHOWN.

NOTES

- FINISH FLOOR ELEVATION:
1ST FLOOR: 2205.93' (NAVD 88)
2ND FLOOR: 2214.93' (NAVD 88)
- CEILING HEIGHT:
1ST FLOOR: 9'
2ND FLOOR: 9'
- THE INTERIOR DIMENSIONS SHOWN HEREON ARE DERIVED FROM MEASUREMENTS IN THE FIELD.
- AREA CALCULATIONS DO NOT INCLUDE EXTERIOR OR COMMON WALLS. EXTERIOR AND COMMON WALLS SHOWN AS HATCHED.
- LCA = LIMITED COMMON AREA.
- STRUCTURE DIMENSIONS ARE ALONG EXTERIOR WALLS.

LINE #	LENGTH	DIRECTION
L1	21.24'	S89°49'43"E
L2	13.00'	S00°10'17"W
L3	20.81'	S89°49'43"E
L4	18.68'	N89°49'43"W
L5	4.10'	N00°10'17"E
L6	13.00'	N89°49'43"W
L7	3.71'	N00°10'17"E
L8	10.37'	N89°49'43"W
L9	26.32'	N00°10'17"E
L10	10.37'	S89°49'43"E
L11	3.71'	N00°10'17"E
L12	13.00'	S89°49'43"E
L13	8.20'	N00°10'17"E
L14	13.00'	N89°49'43"W
L15	3.71'	N00°10'17"E
L16	10.37'	N89°49'43"W
L17	26.42'	N00°10'17"E

LEGEND

- SET 5/8" x 30" REBAR WITH A PLASTIC CAP, MARKED RUEN YEAGER PLS 13554, UNLESS OTHERWISE NOTED.
- FOUND MONUMENT AS NOTED
- BOUNDARY LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- EXTERIOR AND COMMON WALLS
- FENCE LINE

- UNIT 1 LIMITED COMMON AREA
FULL DRIVEWAY
HALF WALKWAY TO FRONT DOOR
FENCED IN AREA BACKYARD
- UNIT 2 LIMITED COMMON AREA
HALF OF DRIVEWAY
HALF WALKWAY TO FRONT DOOR
FENCED IN AREA BACKYARD
- UNIT 3 LIMITED COMMON AREA
HALF OF DRIVEWAY
WALKWAY TO FRONT DOOR
FENCED IN AREA BACKYARD



REFERENCES

- (P1) PLAT OF ELDORADO ADDITION, BOOK I OF PLATS, PAGE 476, FILED AS INSTRUMENT NO. 1834271, KOOTENAI COUNTY RECORDS.
- (P2) PLAT OF ELDORADO PITA ADDITION, BOOK J OF PLATS, PAGE 37, FILED AS INSTRUMENT NO. 1875065, KOOTENAI COUNTY RECORDS.
- (P3) PLAT OF CASCADE ADDITION, BOOK F OF PLATS, PAGE 48, FILED AS INSTRUMENT NO. 818204, KOOTENAI COUNTY RECORDS.
- (R1) NOS BY S. MCCABE, BOOK 31 OF SURVEYS, PAGE 230, FILED AS INST. NO. 2731285000, KOOTENAI COUNTY RECORDS.

RUEN-YEAGER & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
PLANNERS

3301 N. HURSTER RD., STE. 802
COEUR D'ALENE, IDAHO 83814 (208)292-0820

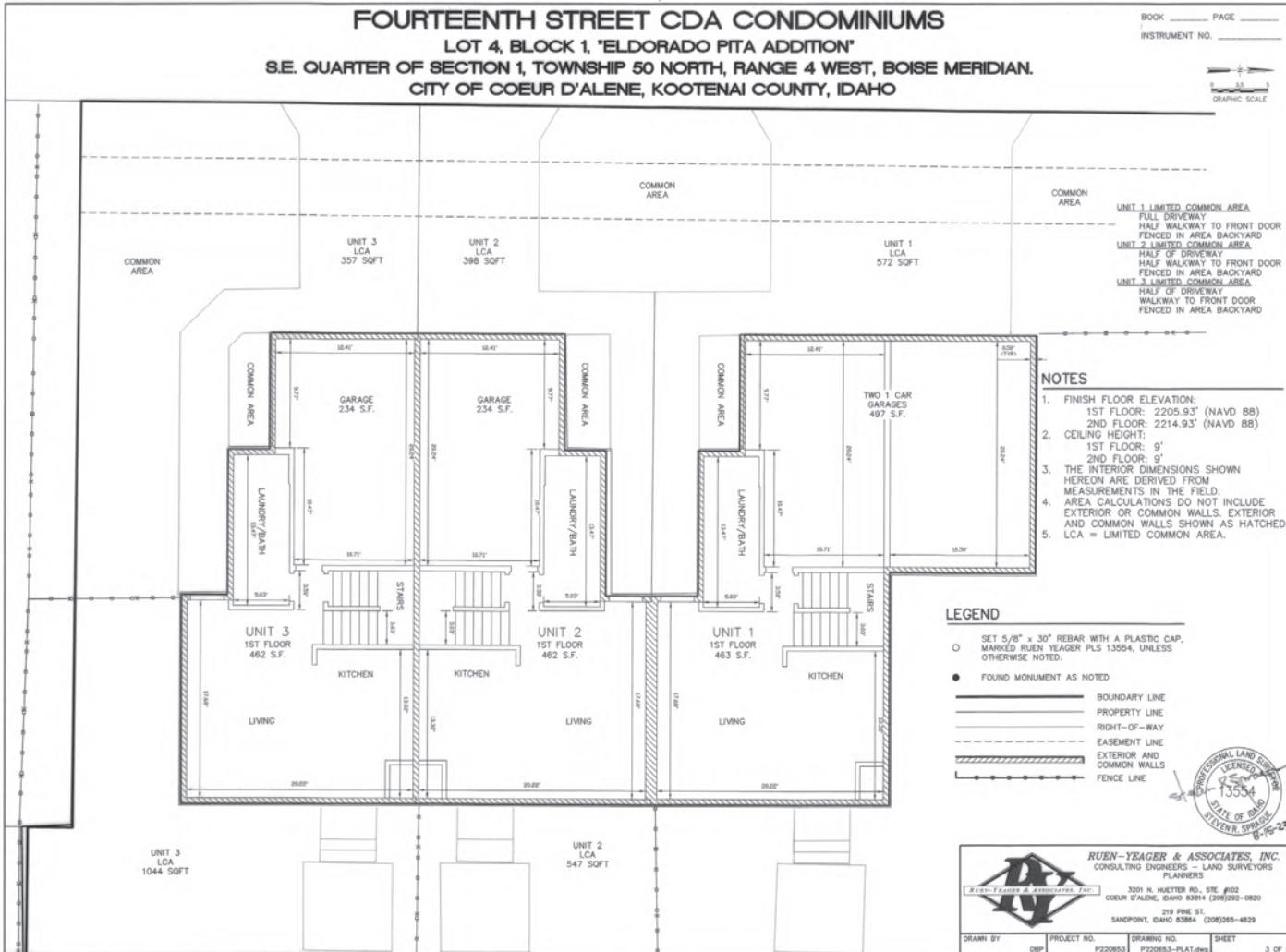
219 PHE ST.
SANDPOINT, IDAHO 83864 (208)265-4629

DRAWN BY: DDP PROJECT NO: P220552 DRAWING NO: P220552-PLAT.dwg SHEET: 2 OF 8

FOURTEENTH STREET CDA CONDOMINIUMS

LOT 4, BLOCK 1, 'ELDORADO PITA ADDITION'
 S.E. QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN.
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INSTRUMENT NO. _____



- UNIT 1 LIMITED COMMON AREA**
 FULL DRIVEWAY
 HALF WALKWAY TO FRONT DOOR
 FENCED IN AREA BACKYARD
- UNIT 2 LIMITED COMMON AREA**
 HALF OF DRIVEWAY
 HALF WALKWAY TO FRONT DOOR
 FENCED IN AREA BACKYARD
- UNIT 3 LIMITED COMMON AREA**
 HALF OF DRIVEWAY
 WALKWAY TO FRONT DOOR
 FENCED IN AREA BACKYARD

- NOTES**
1. FINISH FLOOR ELEVATION:
 1ST FLOOR: 2205.93' (NAVD 88)
 2ND FLOOR: 2214.93' (NAVD 88)
 2. CEILING HEIGHT:
 1ST FLOOR: 9'
 2ND FLOOR: 9'
 3. THE INTERIOR DIMENSIONS SHOWN
 HEREON ARE DERIVED FROM
 MEASUREMENTS IN THE FIELD.
 4. AREA CALCULATIONS DO NOT INCLUDE
 EXTERIOR OR COMMON WALLS. EXTERIOR
 AND COMMON WALLS SHOWN AS HATCHED.
 5. LCA = LIMITED COMMON AREA.

- LEGEND**
- SET 5/8" x 30" REBAR WITH A PLASTIC CAP, MARKED RUEN YEAGER PLS 13554, UNLESS OTHERWISE NOTED.
 - FOUND MONUMENT AS NOTED
 - BOUNDARY LINE
 - PROPERTY LINE
 - RIGHT-OF-WAY
 - EASEMENT LINE
 - EXTERIOR AND COMMON WALLS
 - FENCE LINE



RUEN-YEAGER & ASSOCIATES, INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 PLANNERS

3301 N. HUETTER RD., STE. #102
 COEUR D'ALENE, IDAHO 83814 (208)292-0820

310 PINE ST.
 SANDPOINT, IDAHO 83864 (208)265-4829

DRAWN BY: **DBP** PROJECT NO.: **P220853** DRAWING NO.: **P220853-PLAT.dwg** SHEET: **3 OF 5**

FOURTEENTH STREET CDA CONDOMINIUMS
LOT 4, BLOCK 1, 'ELDORADO PITA ADDITION'
S.E. QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INSTRUMENT NO. _____



UNIT	1ST FLOOR	2ND FLOOR	GARAGE	LCA
1	463 S.F.	575 S.F.	497 S.F.	3908 S.F.
2	463 S.F.	575 S.F.	234 S.F.	845 S.F.
3	463 S.F.	575 S.F.	234 S.F.	1401 S.F.

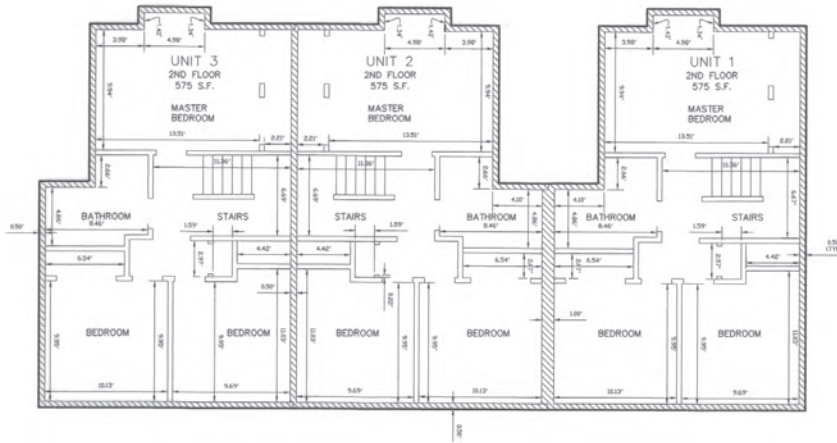
COMMON AREA 1877 S.F.

NOTES

- FINISH FLOOR ELEVATION:
 1ST FLOOR: 2205.93' (NAVD 88)
 2ND FLOOR: 2214.93' (NAVD 88)
- CEILING HEIGHT:
 1ST FLOOR: 9'
 2ND FLOOR: 9'
- THE INTERIOR DIMENSIONS SHOWN HEREON ARE DERIVED FROM MEASUREMENTS IN THE FIELD.
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- LCA = LIMITED COMMON AREA.

LEGEND

- SET 5/8" x 30" REBAR WITH A PLASTIC CAP, MARKED RUEN YEAGER PLS 13554, UNLESS OTHERWISE NOTED.
- FOUND MONUMENT AS NOTED
- BOUNDARY LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- EXTERIOR AND COMMON WALLS
- FENCE LINE



- UNIT 1 LIMITED COMMON AREA
 FULL DRIVEWAY
 HALF WALKWAY TO FRONT DOOR
 FENCED IN AREA BACKYARD
- UNIT 2 LIMITED COMMON AREA
 HALF OF DRIVEWAY
 HALF WALKWAY TO FRONT DOOR
 FENCED IN AREA BACKYARD
- UNIT 3 LIMITED COMMON AREA
 HALF OF DRIVEWAY
 WALKWAY TO FRONT DOOR
 FENCED IN AREA BACKYARD



RUEN-YEAGER & ASSOCIATES, INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 PLANNERS

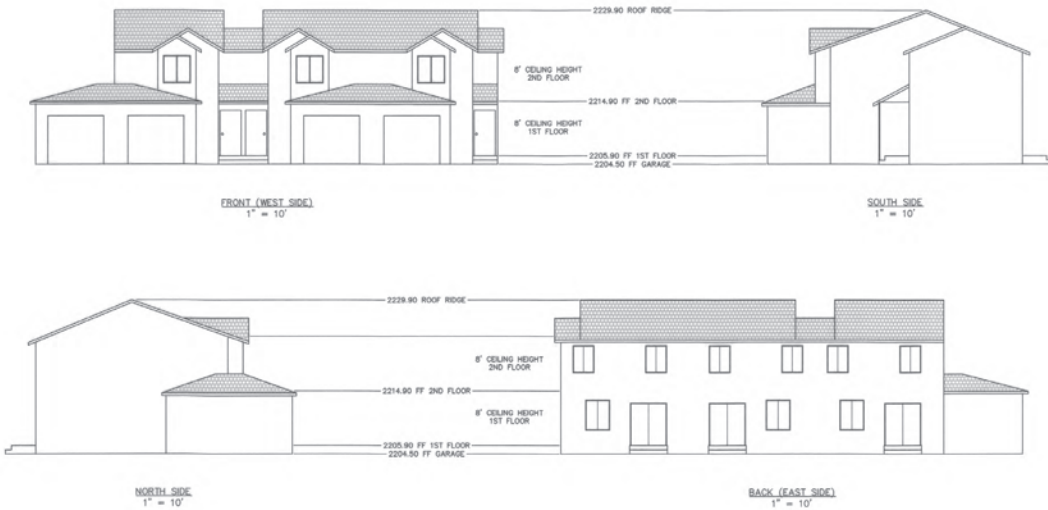
3301 N. HUETTER RD., STE. #102
 COEUR D'ALENE, IDAHO 83814 (208)292-0820

210 PINE ST.
 SANDPOINT, IDAHO 83864 (208)265-6629

DRAWN BY DBP	PROJECT NO. P220953	DRAWING NO. P220953-PLAT.043	SHEET 4 OF 5
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FOURTEENTH STREET CDA CONDOMINIUMS
LOT 4, BLOCK 1, 'ELDORADO PITA ADDITION'
S.E. QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INSTRUMENT NO. _____



	RUEN-YEAGER & ASSOCIATES, INC. CONSULTING ENGINEERS - LAND SURVEYORS PLANNERS		
	3001 N. HUESTER RD., STE. #102 COEUR D'ALENE, IDAHO 83814 (208)292-0820 218 PINE ST. SANDPOINT, IDAHO 83864 (208)265-4828		
DRAWN BY: DEP	PROJECT NO.: P220653	DRAWING NO.: P220653-PLAT.dwg	SHEET: 5 OF 5

CITY COUNCIL MEETING STAFF REPORT

DATE: September 05, 2023
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-23-01, Vacation of a portion of 4th Street right-of-way adjoining the westerly boundary of Lots 15 & 16, Block 4, Amended Plat of Simms Addition to the City of Coeur d'Alene.

DECISION POINT

The applicant, George Lawrence IV, is requesting the vacation of a portion of 4th Street right-of-way that adjoins the westerly boundary of the property on the southeast corner of 4th Street and Locust Avenue (1830 N. 4th Street).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Simms Addition plat in 1905.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 1090 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 10' foot strip of 4th Street right-of-way that adjoins the westerly boundary of the abutting property. 4th Street is developed to its ultimate width in this location and the additional right-of-way can be incorporated into the development of the adjoining property. In addition, the right-of-way width to the north of this property is narrower, preventing future widening without acquisition of additional right-of-way. The right-of-way to the south of the proposed vacation, on the existing block, was vacated in November of 2020. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

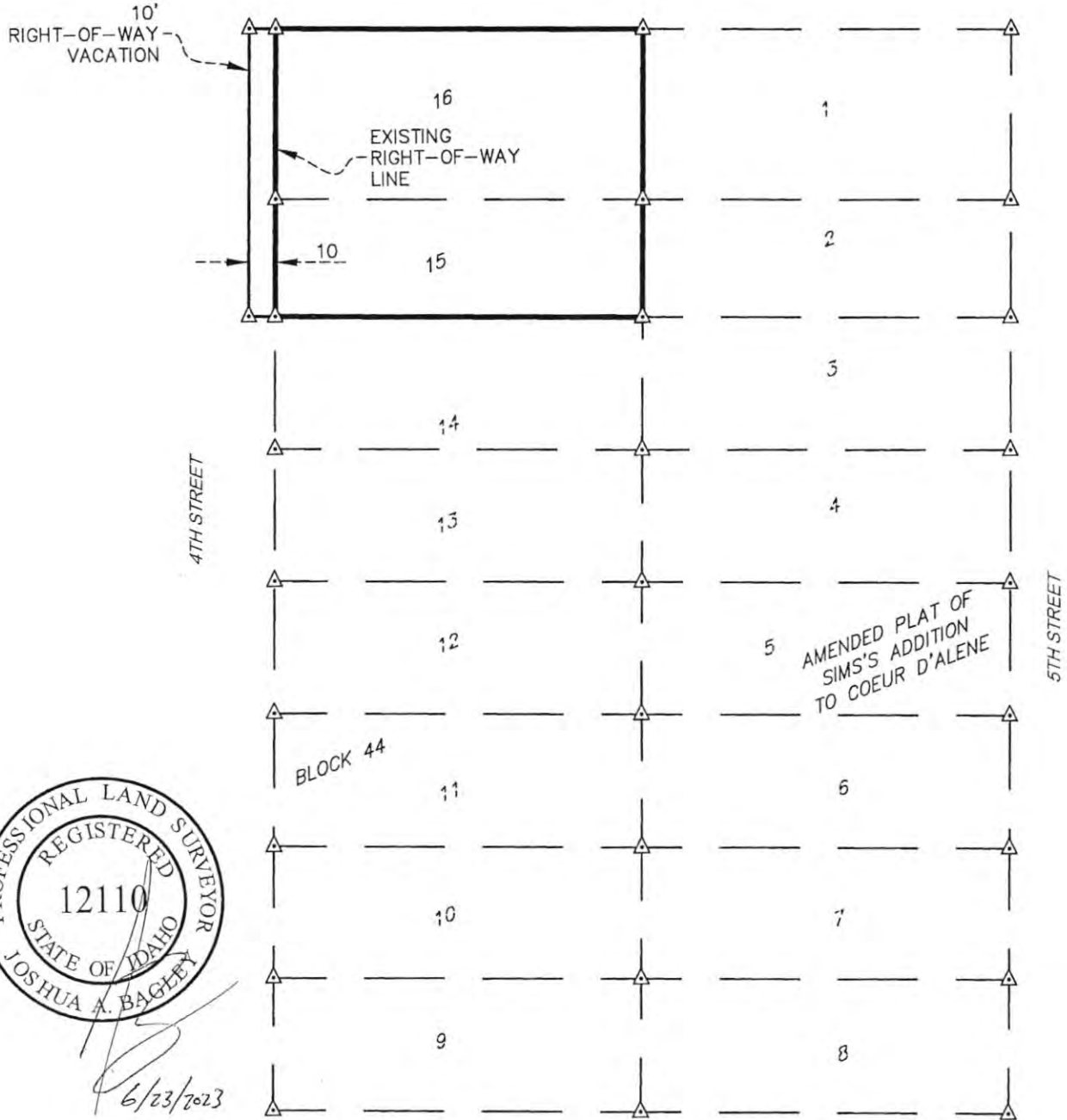
RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on September 19, 2023.

DATE
6/23/2023
JOB #
2023-151



LOCUST AVENUE



6/23/2023

LINE TABLE

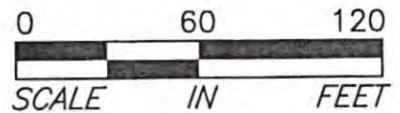
POPLAR AVENUE

LINE	BEARING	DISTANCE
L1	S 00°57'25" W	108.94
L2	N 89°04'07" W	10.00
L3	S 89°05'57" E	10.00



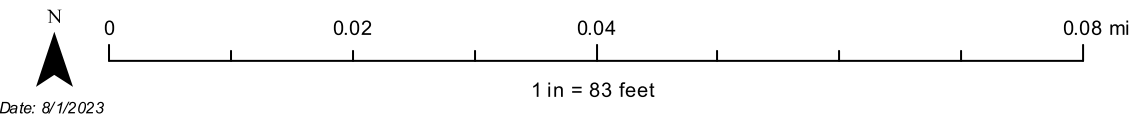
RIGHT-OF-WAY VACATION

KOOTENAI COUNTY, IDAHO

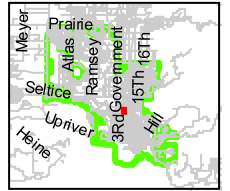


PROPOSED RW VACATION

PROPO



Date: 8/1/2023



DATE: 8-23-2023
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: OCTOBER 3, 2023

Mayor Hammond,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>
Appeal		
PUD-1-23 & S-1-23	Applicant: Todd Kaufman Location: 2810 N. 17th Request: An Appeal has been filed by Todd Kaufman for the approval for a 2.3-acre PUD known as "Kaufman Estates PUD" and a proposed 18-lot preliminary plat known as "Kaufman Estates"	Recommended Denial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **October 3, 2023**.

OTHER BUSINESS

CITY COUNCIL MEETING STAFF REPORT

DATE: **SEPTEMBER 5, 2023**

FROM: **STEPHANIE PADILLA, CITY ACCOUNTANT/ARTS COMMISSION
LIAISON**

SUBJECT: **APPROVAL OF SELECTED ART PIECES FOR THE 2023
ARTCURRENTS PROGRAM**

DECISION POINT: Should Council approve art display agreements for a period of one-year, with the option to extend for an additional year, for five (5) new art pieces for the 2023 ArtCurrents program?

HISTORY: The City of Coeur d’Alene Public Art Program Policy, adopted by the City Council pursuant to Resolution No. 00-010 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d’Alene Arts Commission (Commission) as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the Commission include selection of art for the ArtCurrents program which are on display for public viewing around the City.

The Commission established an ArtsCurrents subcommittee. In 2023, a “Call to Artists” was published through CaFÉ, and was open to local artists residing in the states of Idaho, Montana, Utah, Wyoming, Washington, and Oregon, and the Canadian Province of British Columbia. The criteria required that the submitted art piece be a minimum of 36” high, that the artist provide a photo of the front and back of the art piece, and that the application include a brief explanation of, and inspiration for, the piece. The call closed on July 3, 2023, and a total of twelve (12) art pieces from eight (8) artists were submitted. The ArtsCurrents subcommittee met and selected five (5) pieces, which the Arts Commission now brings before Council. Two of the art pieces, which are entitled “Pinecone” and “Dragonfly,” have a relatively low purchase price and it has been negotiated with the artist that if the Display Period is extended through September 30, 2025, and the Artwork is not sold to a third party by the end of the extended Display Period, the Artist agrees to transfer ownership of the Artwork to the City without additional consideration.

The newly selected ArtCurrents pieces will be displayed for a two-year period beginning in October 2023, and concluding in September 2025. The artists will receive \$1,000.00 per art piece for each year the art is on display.

FINANCIAL: Funding for the ArtCurrents program comes from ignite cda. The total budget for the ArtCurrents program is \$20,000 over a two--fiscal-year period (\$10,000 for each fiscal year).

DECISION POINT/RECOMMENDATION: Council should approve the selection of the five (5) new art pieces for the ArtCurrents program as recommended by the ArtsCurrents subcommittee and Arts Commission, and authorize staff to execute the art display agreements.



ARTCURRENTS 2023

“SELKIRK MOUNTAINS MONARCH”

ARTIST: JASON PAUL

87”X52”X96”

\$15,000

The sculpture I am proposing for your review (serial number 009) was inspired by one of the most regal symbols within North America; the majestic Rocky Mountain Elk. It's a life size scale replica, standing roughly 8 feet high, giving the viewer the opportunity to marvel at just how big these animals can be, and marvel at the size of their antlers (Boone and Crockett score of 377).



“DRAGONFLY”
ARTIST: HOLLY BURK
62”X53”X41”
\$2,000

My husband and I grew up in Rathdrum. One of the constant companions to our lake adventures were dragonflies. The Coeur d'Alene area has so many beautiful lakes surrounding it. We feel truly privileged to have grown up near all this beauty. This dragonfly statue is about 5ft tall. The wings are a delicate mosaic pattern. The body is a vintage cast iron water spout handle. It's welded and brazed for additional strength. Securely attached to an ornate post this dragonfly will be beautiful and strong year round.



“HERE AFTER”
ARTIST: ROBERT TURRIFF
88”X24”X28”
\$12,000

The proposed sculpture is a 7-foot tall frog skeleton made from welded rods and forged steel balls. It symbolizes environmental sustainability. Coated with a galvanized layer, it protects the mild steel. The sculpture represents the northern red-legged frog, thriving in healthy environments with minimal pollution. Their sensitive skin absorbs toxins from industrialization, endangering the ecosystem. The life-sized frog skeleton reminds us of the delicate balance in ecosystems and the impact of human activities. With a figurative style, it allows viewers to empathize with smaller creatures. The sculpture aims to inspire proactive measures in protecting the environment and adopting sustainable practices. Through its message, it emphasizes the importance of environmental sustainability and the transformative role of art in raising awareness.



“PINECONE”
ARTIST: HOLLY BURK
43”X25”X21”
\$2,000

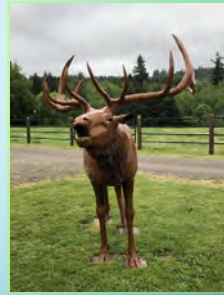
Growing up in Rathdrum we were surrounded by the natural beauty of the forest. Many childhood hour was spent admiring the trees as well as their pinecones. New life contained in it's small form. We've spent many hours gathering materials to create this statue. We feel this statue is a succinct representation of our childhood in the forest.



“BLUE SPIRE”
ARTIST: GERRY NEWCOMB
92”X20”X12”
\$4,500

I have begun working on a new series of forms relating to the idea of a wave, flow of water, or air. By making these vertical, I am referencing a larger image by allowing the eye to extrapolate the curves into a larger context from the base to past the highest point. By marrying the steel with the glass, I'm using it in a more plastic way so it seems to become a fluid material and the two materials work closely together. I want the glass to look as 'structural' as the steel. The relief detailing on the glass lead to the idea of the biologic diversity in the water column. A base of beach stones connects to a larger environmental idea.





Questions?



RESOLUTION NO. 23-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING FIVE (5) ART DISPLAY AGREEMENTS, EACH FOR A TERM OF ONE-YEAR WITH THE OPTION TO EXTEND FOR AN ADDITIONAL ONE YEAR, FOR THE DISPLAY OF NEW ART PIECES IN THE CITY AS RECOMMENDED BY THE CITY ARTS COMMISSION PURSUANT TO THE 2023 ARTCURRENTS PROGRAM.

WHEREAS, the City Administrator for the City of Coeur d'Alene and the Coeur d'Alene Arts Commission have recommended that the City of Coeur d'Alene enter into Art Display Agreements, pursuant to terms and conditions set forth in the standard agreements, copies of which are attached hereto as Exhibits "A" and "B" and by reference made a part hereof; and

WHEREAS, the Arts Commission has recommended the following works of art for display:

1. "Selkirk Mountains Monarch" by Jason Paul
2. "Dragonfly" by Holly Burk
3. "Pinecone" by Holly Burk
4. "Here After" by Robert Turriff
5. "Blue Spire" by Gerry Newcomb

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.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Art Display Agreements with the above-named artists for the above-named art works, in substantially the forms attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreements to the extent the substantive provisions of the Agreements remain intact.

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

DATED this 5th day of September, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

ART DISPLAY AGREEMENT

This Art Display Agreement (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of Coeur d’Alene, a municipal corporation created and existing under the laws of the state of Idaho (hereinafter referred to as the “City”), and _____, (hereinafter referred to as the “Artist”).

WHEREAS, the City has established a program to promote, sustain, and cultivate public art through the display of art pieces in public spaces in Coeur d’Alene, Idaho; and

WHEREAS, in exchange for a stipend, as set forth herein, the Artist shall display his/her Artwork (depicted and described in Exhibit “A,” attached hereto) at the site designated by the City (hereinafter referred to as the “Site”) for the period of time set out herein; and

WHEREAS, the Artist is qualified and able to perform the services as described in this Agreement; and

WHEREAS, the City has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Site to promote visual arts in the City.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. Artwork. The Artist agrees to allow the City to display his/her Artwork at the Site. No modification or addition to the Artwork shall be allowed unless agreed to in writing by the City. The Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City Administrator or designee.

2. Consideration. The City agrees to pay, and the Artist agrees to accept, the sum of One Thousand and no/100 Dollars (\$1,000.00) as full consideration for the right of the City to display the Artwork under this Agreement, hereinafter referred to as the “stipend fee.” If the Display Period is extended pursuant to paragraph 4, the City will pay an additional stipend fee of One Thousand and no/100 Dollars (\$1,000.00) to the Artist.

If the Artwork is purchased during, or as a direct result of its display at the Site, the Artist shall pay the City a twenty-five percent (25%) commission, which commission shall inure to the benefit of the Coeur d’Alene Arts Commission.

3. Display Site. The Artwork will be displayed at a location determined by the City in its sole discretion. The City reserves the right to move the Artwork at any time during the term of this Agreement when such move is deemed to be in the best interests of the City and the program.

4. Display Period. The Artist hereby agrees that the Artwork may be displayed for the time period of October 1, 2023, through September 30, 2024. The parties, by mutual

agreement, may extend the Display Period for one (1) additional year, for the period October 1, 2024, through September 30, 2025.

5. Delivery, Installation, and Removal. The Artist shall, at his/her sole cost and expense, be responsible for the delivery of the Artwork to the Site. The Artist shall be solely responsible for any damage to the Artwork during transportation to the City. If the Artist will not be present for installation, the Artwork shall be delivered to 3800 N. Ramsey Road, Coeur d'Alene, Idaho, prior to the first day of installation or as otherwise specified by the City. The Artist who will directly transport the Artwork and be present for installation shall bring the Artwork to the installation location or as otherwise specified by the City.

If the City determines to move the Artwork, the City shall be solely responsible for any damage to the Artwork, unless the Artwork is moved by the Artist at the City's request.

If the Display Period is extended through September 30, 2025, and the Artwork is not sold to a third party by the end of the extended Display Period, the Artist agrees to transfer ownership of the Artwork to the City without additional consideration. If the Artwork is sold before the end of the extended Display Period, the Artist or purchaser shall remove the Artwork from the Site no later than thirty (30) days after the date of purchase at the Artist or purchaser's sole cost and expense. If the Artist and/or purchaser fails or refuses, without the permission of the City, to remove the Artwork within thirty (30) days after the date of sale, the City shall have the right to remove and store the Artwork at the sole expense of the Artist and/or purchaser. If the Artwork is not recovered from the City within one (1) year after removal and storage by the City, the City may dispose of the Artwork in any manner at its discretion.

If the Artist elects to remove the Artwork prior to the expiration of this Agreement, or an extension thereof, the Artist shall be responsible for all costs associated with uninstalling the Artwork and shall reimburse the City for the entire stipend fee.

6. Installation. The City shall securely and effectively install all the Artwork. The Artist shall, upon request, assist the City in the installation of the Artwork. In advance of the installation, the Artist shall provide to the City a written description of the manner of preferred installation, including a statement of details addressing any preparatory work which must be performed to prepare the Site. However, the City shall make the final determination of how, when, and where the Artwork shall be installed and displayed.

The Artist shall securely attach the Artwork to a metal base if the City determines that it is to be bolted or welded to an appropriate pedestal or concrete base upon installation.

7. Maintenance of Artwork. The maintenance of the Artwork shall be the sole responsibility of the Artist. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Artist. If the City determines that maintenance is necessary or advisable, the City shall notify the Artist who will perform the maintenance requested. In the event of an emergency, the City may, in its sole discretion,

undertake reasonable actions to makes repairs to the Artwork or to preserve it for repair by the Artist. By displaying the Artwork at the Site, the Artist represents and agrees that the Artwork is appropriate for the Site conditions.

8. No Security; Assumption of Liability. The Artist acknowledges and agrees that the City will not provide any security for the Artwork. The Artist hereby assumes liability for, and agrees that the City shall not, for any reason, be liable for the loss of, the theft of, or damage to the Artwork, or any related materials, equipment, or any other items associated or used in conjunction with the Artwork.

9. Insurance. The City shall provide limited insurance for damage to or destruction of the Artwork, up to Ten Thousand and no/100 dollars (\$10,000.00) per piece. Any and all damages in excess of Ten Thousand and no/100 Dollars (\$10,000.00) are the sole responsibility of the Artist.

10. Photographic Rights. The Artist hereby grants permission to the City to photograph or videotape, or to authorize others to photograph or videotape, the Artwork for any non-commercial use.

11. Relationship between the Artist and the City. The Parties agree that the City is not, under any circumstance, acting as the Artist's agent, dealer, or exclusive seller. The Artist shall not be considered an employee of the City for any purpose.

12. Representations and Warranties Regarding Copyright. The Artist hereby warrants and represents that the Artwork is an original creation of the Artist and will not infringe the copyright, trademark, or other intangible or intellectual rights of any third party.

13. Termination/Waiver of Damages. The City may terminate this Agreement at any time, and for any reason or no reason at all. Should the City terminate this Agreement, the Artist hereby releases the City, and its officers, agents, representatives, and employees from any claims, causes of action, or damages whatsoever arising from the termination. Nothing herein shall be construed to guaranty the Artist that his/her Artwork will be displayed for the entire term of this Agreement. Unless the City terminates this Agreement for cause, the Artist will not be required to return any portion of the stipend fee paid.

14. Governing Jurisdiction; Venue. This Agreement is governed by the laws of the State of Idaho. In any action brought involving this Agreement, venue shall be in the First Judicial District of the State of Idaho, in and for the County of Kootenai

15. Miscellaneous Provisions.

a. **Assignment.** This Agreement is not assignable without the prior written consent of the City.

b. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States

Mail, addressed to the party to be notified, or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist: _____

If to the City: City of Coeur d’Alene
Attn: City Clerk
710 E. Mullan Ave.
Coeur d’Alene, ID 83814

c. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

d. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

CITY OF COEUR D’ALENE

ARTIST:

By _____

By _____

(Print Name) _____

(Print Name) _____

EXHIBIT "A"

(Photo)

Name of Art Piece

ART DISPLAY AGREEMENT

This Art Display Agreement (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Coeur d'Alene, a municipal corporation created and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), and _____, (hereinafter referred to as the "Artist").

WHEREAS, the City has established a program to promote, sustain, and cultivate public art through the display of art pieces in public spaces in Coeur d'Alene, Idaho; and

WHEREAS, in exchange for a stipend, as set forth herein, the Artist shall lend his/her Artwork (depicted and described in Exhibit "A," attached hereto) for display at the site designated by the City (hereinafter referred to as the "Site"), for the period of time set out herein; and

WHEREAS, the Artist is qualified and able to perform the services as described in this Agreement; and

WHEREAS, the City has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Site to promote visual arts in the City.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. Artwork. The Artist agrees to allow the City to display his/her Artwork at the Site. No modification or addition to the Artwork shall be allowed unless agreed to in writing by the City. The Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City Administrator or designee.

2. Consideration. The City agrees to pay, and the Artist agrees to accept, the sum of One Thousand and no/100 Dollars (\$1,000.00) as full consideration for the right of the City to display the Artwork under this Agreement, hereinafter referred to as the "stipend fee," on one year. If the Display Period is extended pursuant to paragraph 4, the City will pay an additional stipend fee of One Thousand and no/100 Dollars (\$1,000.00) to the Artist.

If the Artwork is purchased during, or as a direct result of its display at the Site, the Artist shall pay the City a twenty-five percent (25%) commission, which commission shall inure to the benefit of the Coeur d'Alene Arts Commission.

3. Display Site. The Artwork will be displayed at a location determined by the City in its sole discretion. The City reserves the right to move the Artwork at any time during the term of this Agreement when such move is deemed to be in the best interests of the City and the program.

4. Loan Period. The Artist hereby agrees that the Artwork may be displayed for the time period of October 1, 2023, through September 30, 2024. The parties, by mutual

agreement, may extend the Display Period for one (1) additional year, for the period October 1, 2024, through September 30, 2025.

5. Delivery, Installation, and Removal. The Artist shall, at his/her sole cost and expense, be responsible for the delivery and removal of the Artwork to and from the Site. The Artist shall be solely responsible for any damage to the Artwork during transportation to and from the City. If the Artist will not be present for installation, the Artwork shall be delivered to 3800 N. Ramsey Road, Coeur d'Alene, Idaho, prior to the first day of installation or as otherwise specified by the City. The Artist who will directly transport the Artwork and be present for installation shall bring the Artwork to the installation location or as otherwise specified by the City.

The Artist shall remove the Artwork from the Site no later than ten (10) days after the City provides notice that the Artwork is ready for removal. Notice shall be deemed given on the date it is deposited, postage prepaid, in the United States Mail at the address set out in paragraph 15 or on the date of personal service. If the Artist fails to remove the Artwork within ten (10) days after notice, the City shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City. The Artist shall be responsible for any and all costs and expenses associated with the City's disposal of the Artwork and the related materials, equipment, and any other items associated or used in conjunction with the Site.

If the Artist elects to remove the Artwork prior to the expiration of this Agreement, the Artist shall be responsible for all costs associated with uninstalling the Artwork and shall reimburse the City for the entire stipend fee.

6. Installation. The City shall securely and effectively install all the Artwork. The Artist shall, upon request, assist the City in the installation of the Artwork. In advance of the installation, the Artist shall provide to the City a written description of the manner of preferred installation, including a statement of details addressing any preparatory work which must be performed to prepare the Site. However, the City shall make the final determination of how, when, and where the Artwork shall be installed and displayed.

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8. No Security; Assumption of Liability. The Artist acknowledges and agrees that the City will not provide any security for the Artwork. The Artist hereby assumes liability for, and agrees that the City shall not, for any reason, be liable for the loss of, the theft of, or damage to the Artwork, or any related materials, equipment, or any other items associated or used in conjunction with the Artwork.

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13. Termination/Waiver of Damages. The City may terminate this Agreement at any time, and for any reason or no reason at all. Should the City terminate this Agreement, the Artist hereby releases the City, and its officers, agents, representatives, and employees from any claims, causes of action, or damages whatsoever arising from the termination. Nothing herein shall be construed to guaranty the Artist that his/her Artwork will be displayed for the entire term of this Agreement. Unless the City terminates this Agreement for cause, the Artist will not be required to return any portion of the stipend fee paid.

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If to Artist: _____

If to the City: City of Coeur d'Alene
Attn: City Clerk
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Coeur d'Alene, ID 83814

c. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

d. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

CITY OF COEUR D'ALENE

ARTIST:

By _____

By _____

(Print Name) _____

(Print Name) _____

EXHIBIT "A"

(Photo)

Name of Art Piece

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 5, 2023**

FROM: **VONNIE JENSEN, COMPTROLLER**

SUBJECT: **FISCAL YEAR 2023-24 FINANCIAL PLAN**

DECISION POINT:

To approve Council Bill No 23-1008, the Annual Appropriation for the fiscal year beginning October 1, 2023 in the amount of \$130,510,617.

HISTORY:

Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

FINANCIAL ANALYSIS:

The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes new growth from property taxes in the amount of \$224,239 and a 3% increase to the property taxes received by the City in fiscal year 2022-23 in the amount of \$767,514. This increase of \$767,514 will be spread across the entire valuation of the City which is currently estimated at \$11,848,573,744. Most homeowners will see a decrease in taxes paid to the City and commercial properties will see an increase due to the large increases in taxable valuations for commercial properties and the slight decrease in residential property valuations. At this time the City does not know how the Governor is going to allocate the funds committed by legislation to lower property taxes. This will also lower property taxes in some way.

DECISION POINT:

Approve Council Bill No 23-1008, the Annual Appropriation for the fiscal year beginning October 1, 2023 in the amount of \$130,510,617.

2023-24 Preliminary Budget



History of Assessed Value

Fiscal Year	Net Taxable Value
2023-24	\$11,848,573,744 (estimated)
2022-23	\$11,805,324,702
2021-22	\$6,727,430,884
2020-21	\$5,889,441,753
2019-20	\$5,258,074,767
2018-19	\$4,502,081,793
2017-18	\$3,972,167,331
2016-17	\$3,637,218,547
2015-16	\$3,309,289,866
2014-15	\$2,877,628,960

History of New Growth

Fiscal Year	Valuation	Tax Dollars Generated	Levy Rate
2023-24	\$101,437,359	\$224,239	.002210611*
2022-23	\$129,583,696	\$268,938	.002066611*
2021-22	\$90,777,398	\$315,941	.003480387*
2020-21	\$105,364,167	\$454,272	.004311454
2019-20	\$84,352,496	\$404,623	.004796811
2018-19	\$92,750,113	\$492,918	.005314476
2017-18	\$65,978,911	\$375,549	.005691968
2016-17	\$147,545,282	\$864,245	.005857486
2015-16	\$135,900,224	\$827,349	.006087917
2014-15	\$105,715,923	\$669,966	.006337419

*Preliminary Levy Rate and at 90% of valuation

FY 23-24 Preliminary Budget Highlights – General Fund

New Positions – 2 Firefighters	\$280,299
6 Positions eliminated	(\$483,149)
3% Property Tax Increase	\$767,514
New Growth	\$224,239
Decrease to Revenues	(\$1,701,787)
Increase to Personnel	\$2,725,820
Decrease to Services & Supplies	(\$166,931)
Decrease to Capital Outlay	(\$3,264,584)
Increase in use of Fund Balance	\$2,388,359

Expenditure Changes from Preliminary Budget to Ordinance

Expenditures Preliminary Budget:	\$129,740,331
LCEA negotiations - moving to 7 years from 9 years for max	\$36,555
LCEA negotiations - \$2,500 bonuses	\$550,502
LCEA negotiations - COLA increase from 4% to 5%	\$183,931
HUD Grant decrease in expense due to 1% COLA increase	(\$702)
Revised Expenditures:	\$130,510,617

Revenue Changes from Preliminary Budget to Ordinance

Revenues Preliminary Budget:	\$132,926,760
Decrease in new growth	(\$66,242)
Increase in General Fund Fund Balance use	\$268,235
Increase in use of Beginning Balance other funds	\$175,132
Increase in Federal Grants - General Fund - ARPA	\$287,985
Increase in Federal Grants - Library & Cemetery Funds - ARPA	\$45,242
Decrease in KCEMSS - General Fund	(\$11,175)
Increase in Interest Revenue - Water/Wastewater/Drainage	\$63,732
Increase in Interest Revenue - Cemetery	\$1,376
Revised Revenues:	\$133,691,045

General Fund REVENUES Changes Year over Year

3% Increase Property Tax	\$767,514
New Growth	\$224,239
Increase in Franchise Fees	\$464,000
Decrease in State Revenues	(\$179,616)
Decrease in Grants	(\$4,041,819)
Increase in KCEMSS	\$292,363
Increase in Interfund Overhead Transfer	\$150,853
Increase in Transfer from Annexation Fund	\$165,000
Increase in Interest Earnings	\$383,283
Other increases and decreases	\$72,396
Increase in use of Fund Balance	\$2, 388,359

See page 5 of preliminary budget for more detail

Tax Increase with No Valuation Change Compared to with Valuation Change

3% Tax Increase generates	\$767,514
City's Total Valuation	\$11,848,573,744
Levy Rate for increase	.00006478

Property	Valuation	Increase in Taxes if Valuation didn't Change – Yearly/Monthly	Percentage Increase	Increase (Decrease) in Taxes w/ Valuation Change – Yearly/Monthly	Percentage Increase
Commercial 1	\$1,864,446	\$85.80 / \$7.15	3%	\$1,286.64 / \$107.22	45.4%
Commercial 2	\$12,792,867	\$634.67 / \$52.89	3%	\$7,309.20 / \$609.10	34.9%
Commercial 3	\$21,420,363	\$1,112.56 / \$92.71	3%	\$10,590.92 / \$882.58	28.8%
Residential 1	\$288,720	\$20.01 / \$1.67	3%	(\$22.95) / (\$1.91)	(3.5%)
Residential 2	\$395,861	\$28.75 / \$2.40	3%	(\$74.79) / (\$6.23)	(7.9%)
Residential 3	\$1,022,123	\$66.21 / \$5.52	3%	\$71.71 / \$5.98	3.3%

Questions?

ORDINANCE NO. _____
COUNCIL BILL NO. 23-1008

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023" APPROPRIATING THE SUM OF \$130,510,617 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$130,510,617 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2023.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$276,433
Administration	243,758
Finance Department	1,561,709
Municipal Services	2,594,685
Human Resources	499,205
Legal Department	1,380,913
Planning Department	809,813
Building Maintenance	701,812
Police Department	21,930,655
Fire Department	13,587,337
General Government	2,019,067
Streets / Engineering	7,241,065
Parks Department	3,012,992
Recreation Department	829,325
Building Inspection	1,146,742
TOTAL GENERAL FUND EXPENDITURES:	<u>\$57,835,511</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$2,058,968
Community Development Block Grant	389,963
Impact Fee Fund	63,000
Parks Capital Improvements	710,060
Annexation Fee Fund	520,000
Cemetery Fund	365,309
Cemetery Perpetual Care Fund	4,500
Jewett House	28,615
Reforestation/Street Trees/Community Canopy	120,000
Public Art Funds	239,500
TOTAL SPECIAL FUNDS:	\$4,499,915

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$760,200
Water Fund	14,471,783
Wastewater Fund	27,832,627
Water Cap Fee Fund	3,000,000
WWTP Cap Fees Fund	3,499,100
Sanitation Fund	5,315,582
City Parking Fund	1,778,929
Drainage Fund	2,594,890
TOTAL ENTERPRISE EXPENDITURES:	\$59,253,111

FIDUCIARY FUNDS: \$3,447,200

STREET CAPITAL PROJECTS FUNDS: 4,598,573

DEBT SERVICE FUNDS: 876,307

GRAND TOTAL OF ALL EXPENDITURES: **\$130,510,617**

Section 3

That a General Levy of \$24,610,135 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2023.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,841,741 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2023.

Section 5

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, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt there from.

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

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 September 5, 2023.

APPROVED by this Mayor this 5th day of September, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk