

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

**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.

*NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website ([www.cdaid.org](http://www.cdaid.org)).*

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 7, 2021: 6:00 p.m.**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Mark McWhorter with the Church of the Nazarene

**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.

**E. PROCLAMATION:**

1. Proclaiming the week of September 17-23, 2021, as Constitution Week.

**Accepted by: Luella Elie Stilley; Lt George Farragut Chapter of the  
Daughters of the American Revolution**

**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.)

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

**G. ANNOUNCEMENTS:**

1. **City Council**
2. **Mayor**

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

1. Approval of Council Minutes for the August 17, 2021, Council Meeting.
2. Approval of General Services/Public Works Subcommittee Minutes for August 23, 2021.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, September 13, 2021, at 12:00 noon.
5. Approval of a Cemetery lot repurchase:
  - a. Valerie Benecke, Lot 507, Block H, Section RIV in the Forest Cemetery Annex (Riverview)
  - b. Thomas and Kathleen Kurdy, Lot 09, Block 35, Section C of Forest Cemetery
  - c. Joyce Robinson, Lot 351, Block H, Section RIV, Forest Cemetery Annex (Riverview)

**As Recommended by the City Clerk**

6. Final Plat Approval – SS-21-07 Wild Waters 1<sup>st</sup> Addition
7. Final Plat Approval – SS-21-08 Lucile Gardens

**As Recommended by the City Engineer**

8. **Resolution No. 21-053 -**
  - a. Approval of Consent of Control for Mobilitie, Inc. to Move Forward with Their Recapitalization Transaction with BAI Communications.
  - b. Approval of an Agreement with North Idaho College (NIC) to Provide School Resource Officer (SRO) Services for School Years 2021- 2023

**As Recommended by the General Services/Public Works Committee**

**I. GENERAL SERVICES/PUBLIC WORKS:**

1. **Resolution No. 21-054 -** Approval of the Assignment of Lease Agreement from Neil and Anne Lunt d/b/a Brooks Seaplane Service, LLC, to Shane Rodgers d/b/a Scenic Adventures Flights, LLC.

**Staff Report by: Troy Tymesen, City Administrator**

2. **County Code Adoption for Spokane River and Enforcement Contract**

**Staff Report by: Troy Tymesen, City Administrator**

- a. **Council Bill No. 21-1020 –** Approval of the amendment to Municipal Code Section 4.20.020(B); Restrictions on use of waterways within the City, Spokane River; to state the restrictive speed limit in designated areas be five (5) miles per hour or create

a wake no more than four inches whichever is less and to include definitions of “excessive wake,” “no wake zone,” and “wake.”

- b. **Resolution No. 21-055**- Approval of Agreement with Kootenai County for Law Enforcement Protection for portion of Lake Coeur d’Alene and the Spokane River to enforce City Ordinances.

**J. OTHER BUSINESS:**

1. **Resolution No. 21-056** – Approval of Amendment to the Contract with Verdis for the construction of the Fire Boat Garage (Station #5) and spending authority of \$565,000.00 from Impact Fees and funds from ignite cda.

**Staff Report by: Kenny Gabriel, Fire Chief**

**K. PUBLIC HEARING:**

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

1. (Legislative) Annual Appropriations for Fiscal Year 2021-2022 and to reserve the right to recover the current year’s forgone increase of \$700,738.00.

**Staff Report by: Troy Tymesen, City Administrator**

- a. **Council Bill No. 21-1021** - Approving the Annual Appropriations for Fiscal Year 2021-2022
- b. **Resolution No. 21-057** - Reserving the right to recover the forgone increase in the Fiscal Year 2021-2022 budget in the amount of \$700,738.00 pursuant to Idaho Code 63-802(1)(f).

**L. ADJOURN:**



# Coeur d'Alene

## CITY COUNCIL MEETING

*September 7, 2021*

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**MEMBERS OF THE CITY COUNCIL:**  
Steve Widmyer, Mayor  
Council Members McEvers, English, Evans, Gookin, Miller, Wood



PROCLAMATION

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

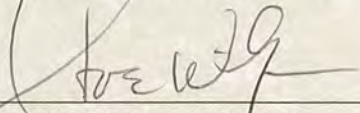
NOW, THEREFORE, I Steve Widmyer, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of September 17 through 23 as

**"CONSTITUTION WEEK"**

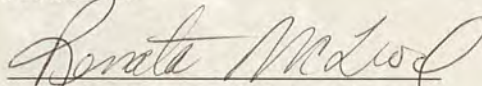
AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787, by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7th day of September, 2021.



  
Steve Widmyer, 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 17, 2021

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 August 17, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Woody McEvers                             ) Members of Council Absent

**CALL TO ORDER:** Mayor Widmyer called the meeting to order.

**INVOCATION:** Pastor John Padula of Altar Church provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember Gookin led the Pledge of Allegiance.

Mayor Widmyer mentioned the presentation of One and Done, The Counterfeit Pill Public Health Threat by Acting U.S. Attorney Rafael M. Gonzalez, Jr. had been scheduled for a later date.

**PUBLIC TRANSPORTATION UPDATE:** Kootenai County Public Transportation's Chad Ingle, Program Manager presented a public transportation (also known as Citylink) update. Mr. Ingle went over the representative project list and strategic service planning; which included their goal and objectives. He said Kootenai County was growing and changing and local transportation would need to grow with it. They were looking towards improving service, meeting demands, increasing bus operation efficiency, and reducing operational costs. They have put together a working group to coordinate efforts to develop regional programs to enhance services. He stated they were working on the integrated mobility innovation (IMI) update and what that may hold in the future. The platform would connect transportation modes to meet rider's needs. He stated they were actively planning for the future.

**UPDATE TO THE FISCAL YEAR 2021-2022 BUDGET:** Troy Tymesen, City Administrator, gave an update on the Fiscal Year 2021-2022 Budget. He stated they continue to receive revenue numbers and they continue to be positive. He stated the proposed budget included taking 0% of available property tax revenue (\$700,000). He explained the reduction of anticipated property tax revenue would be made up through increased revenue from sales and liquor taxes, and an increase

to the short-term rental permit fee and associated fines. He said the Unassigned General Fund Balance was projected to be 13% of budgeted expenditures as presented, yet he expects the actual numbers would be better at fiscal year-end. He noted the proposed budget included \$1.1 million in contractual increases due to merit, COLA, 1% wage adjustment for public safety increases, along with health insurance premiums, additional staff, increases to services and supplies, and capital outlay. He stated there were a net 7.45 full time equivalent (FTE) staffing changes proposed which included the following positions: one (1) Police Sergeant, two (2) Police Officers, one (1) Code Enforcement Officer, one (1) Grant Funded Police Officer, three (3) Firefighters, one (1) Assistant Street Director, and other staffing changes which equated to a decrease of 1.55 FTE. He said there were the following Capital Outlay purchases which equaled \$539,840: Police Department vehicles, Fire Department flooring, used surplus equipment for the Streets Department, new chiller unit for the Police Department, and repairs at a City-owned building located at 414 Fort Ground Way. He noted the new budget numbers were significantly due to the strong recovery from the pandemic.

**DISCUSSION:** Mayor Widmyer asked what the reduction to the new growth dollar amount was, with Mr. Tymesen stating a \$35,000 reduction. Councilmember Gookin asked if part of the Unassigned Fund Balance contains carryover, with Mr. Tymesen stating it did not. Councilmember Miller asked if the positions were the only additions moving forward since the first budget discussion, with Mr. Tymesen responding in the affirmative. Councilmember Wood asked about the police vehicles and if federal funding was available, with Mr. Tymesen responding they were preparing a report to request funds, and if successful, they would be available to purchase capital items including vehicles. Councilmember Wood commended the Mayor for preparing the budget yet was wary of building the budget on proposed revenue numbers and did not wish to push a possible deficit on to the future and would like to look at a 1% property tax. Mayor Widmyer stated taxes were based on the State's projected numbers and he felt they were conservative and he was comfortable using the numbers. Councilmember Gookin stated he would like to entertain the idea of adding an engineer instead of assistant director to the Street & Engineering Department, and felt that a city of their size warranted it. Councilmember Miller stated she felt if the department needed an engineer, they would have requested one.

Councilmember English stated in light of the new revenue numbers he wouldn't feel comfortable taking any property tax revenue this year. Councilmember Miller asked about the recommended Fund Balance and if it was two- or three-months of reserves, with Mr. Tymesen responding the minimum was two-months. Mayor Widmyer asked what the total General Fund budget amount was, with Mr. Tymesen stating it was \$46 million, with Mayor Widmyer noting 15-20% in reserves was ideal. Mayor Widmyer stated he appreciated all the hard work Comptroller Vonnie Jensen and her staff had done on the budget.

#### **PUBLIC COMMENTS:**

Michael Luntz, Coeur d'Alene, stated he is part of a pick-up dodgeball group that plays mainly at McEuen Park. He said he had received an email from the Parks & Recreation Department stating they had been running people off of the basketball court and that they would have to find a new place to play. Mr. Luntz stated he arrives early to the court in order to let everyone know they would be using it. He said he was polite to all and was working to create a non-profit in order to



take the games inside in the winter. He said they use the courts approximately three (3) hours each week and would like an opportunity to work with the City to continue the games. Mayor Widmyer stated he felt the City could work with the group and felt any public recreation was a good thing would have someone from the City contact him. Councilmember Gookin asked Chief Deputy City Attorney Randy Adams if the City could ban anyone from a public facility, with Mr. Adams stating there would have to be violation of the law, discrimination, or something of that magnitude.

Ron Cavalin, Coeur d'Alene, stated he had been trying to attain a building permit but because of a change to the R-12 zoning, he has been denied a permit for his 200' strip of land on north of Foster Avenue. He noted the property had been split previously and he was told it had been done illegally and would have to be rejoined, which he did. However, was still unable to receive a permit. Mr. Widmyer stated he didn't believe the zoning had changed and referred him to meet with the Planning Department. Councilmember Gookin mentioned Mr. Cavalin would need to rezone the property to R-17 in order to build the four (4) units he was proposing.

Linda Putts, Coeur d'Alene, stated she attended the Arts Commission meeting and was concerned with two (2) of the proposed statues that were part of the ArtCurrents item on the agenda for approval. She stated the art was too sexually explicit and intimidating and asked Council to vote no on the art pieces entitled "Gaia" and "Unrestrained Force."

Russell McLain, Kootenai County, stated he had been in need of paramedics a few weeks ago, and Coeur d'Alene Fire paramedics provide aid to him. He wanted to commend the staff and show his appreciation for their great work.

Ben Acre, Coeur d'Alene, said he wished to thank Council for being open minded towards outdoor activities, specially dodge ball.

Mayor Widmyer asked for the Appointments of John Bruning, Jennifer Drake, and David Groth to the Arts Commission.

**MOTION:** Motion by Wood, seconded by Evans, to appoint John Bruning, Jennifer Drake, and David Groth to the Arts Commission.

**DISCUSSION:** Councilmember Gookin stated he was in opposition to the reappointments, and noted the people were respectable, but felt a City of 50,000 people should be trying to recruit new citizens to serve on the boards and commissions.

Motion carried, with Councilmember Gookin voting in opposition.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the July 29, 2021, and August 3, 2021, Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of Minutes from the August 9, 2021, General Service/Public Works Committee Meeting.

5. Setting of General Services/Public Works Committee Meeting for Monday, August 23, 2021, at 12:00 noon.
6. Setting of Public Hearings for September 21, 2021:
  - a. Quasi-judicial - ZC-6-21- A proposed zone change from R-12 to R-17; located at 455 W. Cherry Lane; Applicant: CDA Enterprises, LLC.
  - b. Quasi-judicial – A-3-21 -A proposed 4.18 acre annexation from County Commercial to C-17; located at 3525 W. Seltice; Applicant: Kootenai Youth Rec, Vince Hughes.
7. Approval of a Cemetery Lot Repurchase: Niche: RIV; NGB; 16, from Phyllis Taylor.
8. **Resolution No. 21-049** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: PURCHASE OF RIGHT-OF-WAY AT 280 W. KATHLEEN AVENUE FROM JBS BUILDING, LLC, IN THE AMOUNT OF \$36,380.94; A PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES FOR THE DESIGN OF THE NEW BOOSTER STATION FOR BLACKWELL ISLAND IN THE AMOUNT OF \$104,093.00; AND THE DECLARATION AS SURPLUS USED VEHICLES FROM THE POLICE DEPARTMENT AND THE SALE OF THE SURPLUS PROPERTY AT AUCTION

**MOTION:** Motion by Gookin, seconded by English, to Approve the Consent Calendar as Presented Including **Resolution No. 21-049**.

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

#### **RESOLUTION NO. 21-050**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CDBG-CV GRANT AGREEMENT WITH LAKE CITY CENTER USING CDBG-CV FUNDS FOR THE REIMBURSEMENT OF THE COST OF AIR SCRUBBERS PURCHASED AND INSTALLED AT THE SENIOR CENTER.

**STAFF REPORT:** CDBG Specialist Chelsea Nesbit stated the Lake City Senior Center (LCSC) had requested reimbursement for the purchase and placement of four (4) Air Scrubbers (Air Scrubber BY AERUS Model: A1013Q Ozone-Free 9960052) to aid in removing surface and airborne contaminants including VOCs, odors, dust, pet dander, and other allergens. She said the system had been tested in independent labs and proven effective on bacteria, viruses, mold, and fungi on surfaces and in the air, and each device covered approximately 3,000 square feet. Lake City Center’s facility is 11,500 square feet. She noted the community served by the LCSC was primarily an “at-risk” population, with citizens over the age of 65, and many with underlying health and medical conditions with an increased risk of contracting COVID-19 with grave consequence. The placement of the Air Scrubbers in the HVAC was expected to help mitigate or eliminate bacteria and viruses from the air, including the COVID-19 virus. The City received \$199,675 in the first allocation of CDBG-CV funds and an additional \$247,124 in CDBG-CV3 funds, bringing the total CV funds allocation to \$446,799. A total of \$59,360 has been set aside for administrative expenses, leaving a total of \$387,439 for Community Opportunity Grants. The total dollar amount of approved grants to date was \$317,600. The Volunteer Ad Hoc Grant Review team had recommended funding for Lake City Senior Center in the amount of \$5,000 for

the reimbursement of Air Scrubbers purchased and installed at the senior center. Ms. Nesbit noted there was currently \$74,839 in CARES Act funds available for COVID-19-related needs that met HUD requirements for funding, and if the grant was awarded, \$69,839 would remain.

**MOTION:** Motion by Evans, seconded by Miller, to approve **Resolution No. 21-050**, Approving a CDBG-CV Grant Agreement with Lake City Center using CDBG-CV Funds for the Reimbursement of Air Scrubbers Purchased and Installed at the Senior Center.

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

### **RESOLUTION NO. 21-051**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING ART DISPLAY AGREEMENTS, EACH FOR A TERM OF ONE-YEAR WITH THE OPTION TO EXTEND FOR AN ADDITIONAL ONE-YEAR TERM, FOR NEW ART PIECES PURSUANT TO THE 2021 ARTCURRENTS PROGRAM.

**STAFF REPORT:** City Administrator Troy Tymesen stated the Arts Commission (Commission) was requesting approval to enter into art display agreements for a period of one-year, with the option to extend for an additional year, for ten (10) new art pieces for the 2021 ArtCurrents program. He said the City of Coeur d'Alene Public Art Program Policy was adopted by the City Council on November 2, 1999, and designates the Commission as the standing committee charged by the City Council to oversee the Public Art program. He mentioned that oversight responsibilities of the Commission included the selection of art for the ArtCurrents program, which were on display for public viewing around the City. He stated the Commission established an ArtsCurrents subcommittee and published a "Call to Artists" through CaFÉ which was open to local artists residing in the states of Idaho, Montana, Washington, or Oregon. The criteria required that the submitted art pieces be a minimum of 36" high, that the artist provide a photo of the front and back of the art piece, and include a brief explanation of, and inspiration for, the piece. He said the call closed on July 9, 2021, and a total of fourteen (14) art pieces from eight (8) artists were submitted. The ArtsCurrents subcommittee met and selected ten (10) pieces which were approved by the Commission at their July 27, 2021 meeting. The newly selected ArtCurrents pieces will be displayed for a two-year period beginning in October 2021, and concluding in September 2023 and the artist receives \$1,000 per art piece for each year the art is displayed. Funding for the ArtCurrents program comes from ignite cda, and the total budgeted amount for the ArtCurrents program is \$20,000 over a two-year fiscal year budget (\$10,000 for each fiscal year).

Mr. Tymesen asked for Council approval of the ten (10) new art pieces selected for the 2021 ArtCurrents program, as recommended by the ArtsCurrents subcommittee and Arts Commission, and authorize staff to execute the art display agreements.

**MOTION:** Motion by Wood, seconded by English, to approve **Resolution No. 21-051**, Approving the Selection of Ten (10) New Art Pieces for the 2021 ArtCurrents Program, and Authorizing Staff to Execute the Art Display Agreements.

**DISCUSSION:** Councilmember English asked for clarification the City was not purchasing the art pieces, with Mr. Tymesen stating the artist would be paid a stipend for the art display agreement and the art would be for sale with the City receiving a 25% commission when sold. Councilmember Gookin stated he didn't find any offense with the art pieces "Gaia" or "Unrestrained Force" and felt they were appropriate for the ArtCurrents program. Councilmember Wood was in agreement with Councilmember Gookin and noted the City had a commission which was active in the arts, and did a great job selecting artist. She said art was enjoyed by many people with different viewpoints.

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

**RESOLUTION NO. 21-052 -A RESOLUTION ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2020-2021.**

**STAFF REPORT:** Comptroller Vonnie Jensen stated the City Council annually amends the original appropriations ordinance for unanticipated expenditures. Ms. Jensen said Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. She stated each year, the City adopts amendments to the appropriation's ordinance. She noted the budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, funding received in FY 2019-20 from the CARES Act that was designated for FY 2020-21 expenses, impact fee usages for police and fire expenditures, and miscellaneous additional items. She said additional revenues in the amount of \$839,320 had been received in the General Fund to cover the increased expenses for the fiscal year, and that \$1,632,561 was coming from the designated fund balance. She requested Council approve Resolution No. 21-052, to amend the Fiscal Year 2020-21 Budget by a total of \$4,522,681.

**RESOLUTION NO. 21-052**

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 2020-2021, 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, 2020:

	<b>FY 2020-21 BUDGET</b>	<b>FY 2020-21 AMENDED BUDGET</b>
<b>GENERAL FUND EXPENDITURES:</b>		
Mayor and Council	\$ 251,742	\$ 251,742
Administration	217,699	217,699
Finance Department	1,234,784	1,264,149
Municipal Services	1,804,906	1,987,906
Human Resources	418,825	418,825
Legal Department	1,313,413	1,313,413
Planning Department	726,892	761,987
Building Maintenance	547,526	550,026
Police Department	16,732,158	17,107,006
Fire Department	10,710,811	11,149,444
General Government	153,050	1,298,678
Streets and Engineering	4,981,197	5,206,009
Parks Department	2,448,730	2,448,730
Recreation Department	745,208	745,208
Building Inspection	958,485	958,485
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<u>\$ 43,245,426</u>	<u>\$ 45,679,307</u>



	<b>FY 2020-21 BUDGET</b>	<b>FY 2020-21 AMENDED BUDGET</b>
<b>SPECIAL REVENUE FUND EXPENDITURES:</b>		
Library Fund	\$ 1,736,045	\$ 1,751,345
Community Development Block Grant	695,032	695,032
Impact Fee Fund	450,000	596,500
Parks Capital Improvements	323,260	713,260
Annexation Fee Fund	195,000	195,000
Cemetery Fund	306,787	306,787
Cemetery Perpetual Care Fund	166,500	166,500
Jewett House	26,353	26,353
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	271,300	271,300
<b>TOTAL SPECIAL FUNDS:</b>	<u>\$ 4,290,277</u>	<u>\$ 4,842,077</u>
<b>ENTERPRISE FUND EXPENDITURES:</b>		
Street Lighting Fund	\$ 733,250	\$ 733,250
Water Fund	14,566,370	14,566,370
Wastewater Fund	20,111,378	21,191,378
Water Cap Fee Fund	5,300,000	5,300,000
WWTP Cap Fees Fund	1,484,809	1,484,809
Sanitation Fund	4,215,002	4,645,002
City Parking Fund	1,640,036	1,667,036
Drainage	1,701,863	1,701,863
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$ 49,752,708</u>	<u>\$ 51,289,708</u>
FIDUCIARY FUNDS:	\$ 3,169,432	\$ 3,169,432
CAPITAL PROJECTS FUNDS:	2,201,632	2,201,632
DEBT SERVICE FUNDS:	876,281	876,281
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u><u>\$103,535,756</u></u>	<u><u>\$ 108,058,437</u></u>

	<b>FY 2020-21 BUDGET</b>	<b>FY 2020-21 AMENDED BUDGET</b>
<b>ESTIMATED REVENUES:</b>		
Property Taxes:		
General Levy	\$ 15,909,748	\$ 15,909,748
Library Levy	1,622,045	1,622,045
Fireman's Retirement Fund Levy	250,000	250,000
2015 G.O. Bond Levy	876,281	876,281
<b>TOTAL REVENUE FROM PROPERTY TAXES:</b>	<u>\$ 18,658,074</u>	<u>\$ 18,658,074</u>

	<b>FY 2020-21 BUDGET</b>	<b>FY 2020-21 AMENDED BUDGET</b>
<b>ESTIMATED OTHER REVENUES:</b>		
Interfund Transfers	\$ 10,513,545	\$ 10,660,045
Beginning Balance	27,151,487	35,182,827
Other Revenue:		
General Fund	22,906,886	17,882,927
Library Fund	14,000	29,300
Community Development Block Grant	695,032	695,032
Parks Capital Improvement Fund	323,260	323,260
Cemetery	148,155	148,155
Annexation Fee Fund	100,000	100,000
Impact Fee Fund	620,000	766,500
Cemetery Perpetual Care Fund		
Jewett House	12,000	12,000
Reforestation	4,500	4,500
Street Trees	81,500	81,500
Community Canopy	1,500	1,500
Public Art Funds	121,000	121,000
Street Lighting Fund	578,250	578,250
Water Fund	6,559,049	6,559,049
Wastewater Fund	11,099,439	12,179,439
Water Capitalization Fees	1,265,000	1,265,000
WWTP Capitalization Fees	978,163	978,163
Sanitation Fund	4,420,000	4,520,000
City Parking Fund	702,500	729,500
Drainage	1,066,281	1,066,281
Fiduciary Funds	2,907,500	2,907,500
Capital Projects Fund	1,200,000	1,200,000
<b>TOTAL REVENUE OTHER THAN PROPERTY TAXES:</b>	<u>\$ 93,469,047</u>	<u>\$ 97,991,728</u>
 <b>SUMMARY:</b>		
	<b>FY 2020-21 BUDGET</b>	<b>FY 2020-21 AMENDED BUDGET</b>
<b>PROPERTY TAXES</b>	\$ 18,658,074	\$ 18,658,074
<b>OTHER THAN PROPERTY TAXES</b>	93,469,047	97,991,728
<b>TOTAL ESTIMATED REVENUES</b>	<u>\$112,127,121</u>	<u>\$ 116,649,802</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, 2021 and August 30, 2021.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 21st day of September, 2021 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.

**MOTION:** Motion by Gookin, seconded by Evans, to approve **Resolution No. 21-052**, Approving the Proposed Amendment to the Fiscal Year 2020-21 Budget and Scheduling a Public Hearing for September 17, 2021 (clarified afterward to be September 21, 2021).

**DISCUSSION:** Mayor Widmyer explained the proposed amendments were procedural and normal adjustments, with Ms. Jensen noting the amendments contained COVID fund revenue, budget carryover, and used no Unassigned Fund Balance. Councilmember English noted the amendments were normal end of year adjustments.

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

**(LEGISLATIVE PUBLIC HEARING) ZC-5-21 – A PROPOSED ZONE CHANGE FROM R-12 TO R-17 LOCATED AT 3221 N. 4<sup>TH</sup> STREET; APPLICANT: ESCALADE PROPERTIES, LLC.**

**COUNCIL BILL NO. 21-1019**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO R-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.47 ACRE PARCEL OFF OF 4<sup>TH</sup> STREET SOUTH OF NEIDER AVENUE LOCATED AT 3221 N. 4<sup>TH</sup> STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** Planning Director Hilary Anderson stated the applicant was requesting the approval of a zone change from the R-12 to the R-17 zoning district. The 0.47-acre parcel was located off of 4<sup>th</sup> Street, south of Neider Avenue. There was an existing single-family dwelling located on the parcel which will be removed. Escalade Properties, LLC, purchased the parcel in July of 2019, with the intent to build a multifamily project and the requested zone change was necessary to build the multifamily project. R-12 zoning does not permit multifamily residential. At their regular monthly meeting on July 13, 2021, the Planning Commission held a public hearing on the item and recommended approval for the zone change request. The subject property was surrounded by previous zone change requests that were all approved. As noted below on the map and the list of zone changes, the changes took place between 1992 and 2021. The majority of the zone changes were from R-12 to C-17. There were a few to C-17 L and R-17. The most recent

zone change was from R-12 to R-17 in 2021. Ms. Anderson explained there were four (4) findings which must be met in order to approve the requested zone change. They were the following: Finding #B8-the proposal (is) (is not) in conformance with the Comprehensive Plan policies, Finding #B9-public facilities and utilities (are) (are not) available and adequate for the proposed use, Finding #B10-the physical characteristics of the site (do) (do not) make it suitable for the request at this time, and Finding #B11-the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses. She noted the areas are where the character of neighborhoods was in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period, and it is typically a stable established housing area with a mix of zoning districts with the majority of the area having been developed. She mentioned special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands. She stated that public facilities and utilities were adequate to serve the proposed request. She said the site was generally flat and there were no topographical or physical constraints which would make the subject property unsuitable for the zone change to R-17. The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic was generated from a zone change alone, however, the applicant states that the zone change was needed to allow multi-family housing to replace the single family residence. If the property was developed to the maximum allowable density, traffic would only increase by five (5) peak trips per peak hour. The existing left turn lane will aid with ingress/egress. The Streets & Engineering Department had no objection to the zone change as proposed. She said the subject property was located near the commercial corridors of Neider Avenue and 4<sup>th</sup> Street and was located on 4<sup>th</sup> Street, and south of Neider Avenue. She stated there was commercial, office, multi-family residential uses, and a few single-family residences nearby. The properties directly to the north and south are existing single family dwellings. A portion of abutting property to the north was vacant and has been approved for a zone change to R-17 by the City Council. Further to the north, uses include a drive-through beverage retailer, an office complex, and a coffee stand, and beyond those commercial uses on Neider Avenue was Costco. To the west and abutting the subject property on the most western boundary was the Briarwood Town Homes multi-family development. To the east across 4<sup>th</sup> Street were single-family residential uses. Southeast of the property on 4<sup>th</sup> Street and Ichabod Lane was the property with a Neighborhood Commercial (NC) zoning designation. The subject property was in an ideal location for a multi-family residential project due to its proximity to services, employment, public transportation, walkability, and bike ability. It is also within ½ mile of North Pines Park. Approval of the zone change request would allow the uses by right to change from R-12 uses to R-17 uses. The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre. The district was appropriate for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landside hazard areas. Ms. Anderson requested that City Council consider the request and make findings to approve, deny, or deny without prejudice the zone change from R-12 to R-17.

**DISCUSSION:** Councilmember Gookin asked how many units would be allowed, with Ms. Anderson responding R-17 zoning allowed up to eight (8), yet the usable property available would most likely make it between 4-6 units once the parking was added. Councilmember Gookin asked what the parking requirements were per unit, with Ms. Anderson stating it would depend on the number of bedrooms and with multi-family, a studio unit would require one (1) parking space, a one-bedroom unit would require 1 ½, and a two-bedroom unit would require two (2) spaces.

The Mayor opened the public comment portion of the hearing.

**APPLICANT:** Paul Malen stated a study was done that showed there was a need for missing middle housing which included fourplexes and small multiplexes, and his proposal would provide housing opportunities. He wished to thank the Planning Department for their assistance with the process. Councilmember Gookin asked how many units he was proposing to build, with Mr. Malen responding realistically they would build 4-6 units after consideration for parking and landscaping needs. Councilmember Gookin asked for clarification on the number of parking stalls shown in Planning Commission notes in the staff report, with Ms. Anderson stating she believes there was a typographical error in the minutes, and reaffirmed the spaces would be dependent on the number of bedrooms in each unit as required in the code.

The Mayor closed the public comment portion of the hearing.

**MOTION:** Motion by Evans, seconded by Wood, to dispense with the rule and read **Council Bill No. 21-1019** once by title only.

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

**MOTION:** Motion by Evans, seconded by Wood, to adopt **Council Bill No. 21-1019**.

**DISCUSSION:** Councilmember Gookin stated he would be voting in opposition as he had concerns with the change to higher density and stated the property was one of the few left in the area with low-density. Councilmember Wood noted the properties in the surrounding area had been rezoned and the zone change was appropriate for the area.

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

Mayor Widmyer stated he checks the COVID stats for the hospital and those in the ICU each day, and stated there were currently 87 people hospitalized, with 34 of those in the ICU. He asked everyone to try to be as safe and healthy as possible, as the hospital and their staff were severely taxed.



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

The meeting was adjourned at 7:25 p.m.

ATTEST:

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Sherrie L. Badertscher  
Executive Assistant

August 23, 2021  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Woody McEvers, Chairperson  
Council Member Kiki Miller  
Council Member Dan Gookin

**STAFF**

Sherrie Badertscher, Executive Assistant  
Randy Adams, Chief Civil Deputy City Attorney  
Troy Tymesen, City Administrator  
Captain Dave Hagar, Police Department  
Renata McLeod, Municipal Services Director  
Bill Greenwood, Parks & Recreation Director  
Mike Gridley, City Attorney

**Item 1.        Approval of Consent of Control for Mobilitie, Inc. to Move Forward with Their Recapitalization Transaction with BAI Communications.**  
**(Consent)**

Municipal Services Director Renata McLeod stated Mobilitie Inc., has a franchise Agreement with Mobilitie, under which Mobilitie would construct and maintain a telecommunications system in the City of Coeur d’Alene’s (City) rights-of-way for a 10-year term. Section 8 of the Ordinance provides that the Franchise shall not be assigned or transferred, leased or disposed of without the prior written consent of the City Council, which consent shall not be unreasonably withheld. She said the City received a request for Council’s consent to the transfer of control on August 11, 2021, and there were no circumstances identified which would justify consent being withheld. Ms. McLeod noted BAI intends to keep the name “Mobilitie” and, upon the transfer, would be bound by the same terms and conditions set forth in the original Franchise Agreement for the remainder of the 10-year term, which is set to expire or be renewed in 2028. She explained any changes in ownership: name change, ownership, restructuring of the company, etc. required Council’s approval. They have requested a recapitalization transaction.

Ms. McLeod requested Council consent to the transfer of control of the City Franchise from Mobilitie, LLC, to BAI Communications.

Councilmember Gookin asked in regards to the Section 8 language, asking if it was the City’s language or the franchisee, with Ms. McLeod responding it was language in our agreement. City Attorney Mike Gridley stated it was standard franchise agreement language, and the language was included in order to keep the City apprised of ownership transfers and therefore who was entitled to do work within the City as part of the franchise agreement.

Councilmember Miller stated the transfer did not appear to change the original terms of the agreement.

**MOTION: by Miller, seconded by Gookin, to recommend that Council Consent to the Transfer of Control of Mobilitie, Inc., to BAI Communications for purposes of the existing Franchise Agreement.**  
**Motion Carried.**

**Item 2. Request Approval of the Assignment of Lease Agreement from Neil and Anne Lunt d/b/a Brooks Seaplane Service, LLC, to Shane Rodgers d/b/a Scenic Adventures Flights, LLC.**

**(Agenda)**

Parks and Recreation Director Bill Greenwood stated Brooks Seaplane had been leasing Bay 5 on the commercial dock and providing plane rides over the City of Coeur d'Alene's (City) region for over 30 years. He stated Shane Rodgers was purchasing the business from Neil and Anne Lunt and wanted to carry on the tradition. He stated Mr. Rodgers had provided the City all necessary documents, including insurance, to assume the lease assignment. He noted the City had an existing 5-year lease in place with Brooks Seaplane, commencing April 1, 2018, and ending March 31, 2023, and the lease allowed a five (5) year extension of the agreement if made in writing prior to September 1, 2022. He noted the assignment of the lease was for the remaining initial term, and the assignee would be entitled to request an extension. He stated the lease assignment did not change the terms of the original lease to Brooks Seaplane.

Mr. Greenwood requested Council approval of assignment of lease from Neil and Anne Lunt d/b/a Brooks Seaplane Service, LLC, to Shane Rodgers d/b/a Scenic Adventures Flights, LLC.

Councilmember Miller stated she had concerns regarding the lease assignment in regards to when it was approved years ago and the current terms of the lease now. She said when the original lease was approved it was to offer a unique service and a way to bring in tourism and was limited in scope. She didn't feel it should be transferred and sold as an asset and the new operator would not be operating in the same fashion as the current or previous lessee. She noted the new lessee planned to operate a larger plane and she would like Council to discuss the matter in more detail. Mr. Greenwood stated Mr. Rodgers would be continuing the same lease agreement as approved with the Brooks Seaplane and would be operating a similar business plan as well. Councilmember Miller wanted assurance that the lease assignment would not approve unintended expansion to operations. Mr. Greenwood stated he would reach out to Mr. Rodgers to gain clarity of his operational business plan.

**MOTION: by Miller, seconded by Gookin, to recommend this item be forwarded to the full City Council without a recommendation.**

**Motion Carried.**

**Item 3. Request Approval of Amendments to the Municipal Code Relating to Motor Driven Watercraft Speeds on the Navigable Waters of the City.**

**(Agenda)**

Parks and Recreation Director Bill Greenwood stated the requested code amendments were a cleanup of the code which would help with the enforcement of the no boat area, speed limits, no wake zone, and the Sheriff's Department had jurisdiction in the waters and the code amendment would allow them to enforce the laws within the City's boundaries. He stated it was undisputed that wakes generated by watercraft damaged the shoreline and could negatively impact other

users of the City's waters. He said the ordinance and new Law Enforcement Protection Contract would simply expand the area now patrolled by the County.

Mr. Greenwood requested Council approval of the amendments to the Municipal Code to regulate vessel speeds on that portion of the Spokane River within the City limits, and approve the Law Enforcement Protection Contract with Kootenai County Sheriff's Office.

Councilmember Gookin stated the intention of the code amendments were to enable the County to enforce the code which included speed limits and the no wake zone.

**MOTION: by Gookin, seconded by Miller, to recommend that Council Approve Amendments to the Municipal Code Relating to Motor Driven Watercraft Speeds on the Navigable Waters of the City.  
Motion Carried.**

**Item 4. Request Approval of an Agreement with North Idaho College (NIC) to Provide School Resource Officer (SRO) Services for School Years 2021-2023.**

**(Consent)**

Captain Dave Hagar stated the City of Coeur d'Alene (City) had maintained an agreement with North Idaho College (NIC) to provide one (1) School Resource Officer (SRO) for several years. He said the current agreement was similar to previous years' agreements, and the proposed agreement includes an update to the officer's salary amount. He stated the partnership with NIC was extremely valuable and demonstrates the City's commitment to keeping the students safe, and having an SRO at the school throughout the summer continues the partnership and was in the best interest of NIC and the community.

Captain Hagar requested Council approval of the attached agreement with NIC to provide SRO services for school years 2021- 2023.

**MOTION: by Gookin, seconded by Miller, to recommend that Council Approve the Agreement with North Idaho College (NIC) to provide School Resource Officer (SRO) Services for School Years 2021- 2023.  
Motion Carried.**

**Item 5. PRESENTATION – Legal Department**

City Attorney Mike Gridley described the mission of the Legal Department was to provide high quality, cost-effective civil legal services and criminal prosecution for the City of Coeur d'Alene.

Mr. Gridley's presentation included the following discussion points:

- The Legal Team Consists of one (1) City Attorney, two (2) Chief Deputy City Attorneys, one (1) Deputy City Attorney, two (2) Assistant City Attorneys, two (2) Senior Legal Assistants, two (2) Legal Assistants, and one (1) Victim's Advocate Volunteer
- Summary of the Legal Department's Duties
- Examples of Major Crime Categories; Property and People Crimes; and Drug Crimes
- Examples of Legal Support Staff Duties
- Examples of Prosecutor's Office Caseload
- Explained the Caseload Standards for Prosecutors
- Law Enforcement Budget History and FTE's
- Explained the Prosecutor's Office 2021-22 Staffing Needs

Councilmember McEvers asked who was responsible for making the decision to prosecute cases, with Mr. Gridley responding the prosecuting attorneys work as a team and the ultimate decision rested with Chief Criminal Deputy City Attorney Wes Somerton. Mr. Gridley added they sometimes received recommendations from the presiding judge as well.

Councilmember McEvers asked if Mr. Gridley compared his department to other cities, with Mr. Gridley responding he did, and tried to compare like cases when doing so. He stated it was difficult to compare his department with other cities as there were many operating differences.

Councilmember Miller asked if any analysis had been done to possibly amend code regulations which may result in a reduction in the number of cases, and if there were new types of misdemeanors or infractions being seen in the City. Mr. Gridley responded he hadn't been made aware of a substantial number of new laws, and he typically would receive direction from Council if they wished to change the response to code violations.

Councilmember Gookin said there were many code updates being reviewed by the Legal Department, and asked how Mr. Gridley prioritized all the requests. Mr. Gridley said requests that came from the majority of Council and the Mayor would have the highest priority.

The meeting adjourned at 12:53 p.m.

Respectfully submitted,  
[Sherrie L. Badertscher](#)  
Executive Assistant



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters B.24.21  
Department Name / Employee Name / Date

Request made by: Valerie Benecke 208.660.1482  
Name / Phone

1025 W Fallview Dr CPA, ID 83815  
Address

The request is for:  Repurchase of Lot(s)  
 /  Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 507, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: RIV

Lot(s) are located in / / Forest Cemetery /  Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.  
Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_

\*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ \_\_\_\_\_ ) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Valerie Benecke
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800- per lot.  
MB 8/24/2021  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

\_\_\_\_\_  
City Clerk's Signature Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / / ; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 8.30.21  
Department Name / Employee Name / Date  
Request made by: Thomas & Kathleen Kurdy 406-250-8146  
Name / Phone  
P.O. Box 240 Lakeside, MT 59922  
Address

The request is for:  / Repurchase of Lot(s)  
 / Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 09, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: 35 Section: C

Lot(s) are located in  Forest Cemetery / / Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.  
Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_

\*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ \_\_\_\_\_) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Thomas + Kathleen Kurdy
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

MB 8/27/2021  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

\_\_\_\_\_  
City Clerk's Signature Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kelley Setters / 8-31-21  
Department Name / Employee Name / Date

Request made by: Joyce Robinson / 664-6282  
Name / Phone

967 Knoll Lane CPA, IO 83815  
Address

The request is for:  Repurchase of Lot(s)  
 /  Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 351, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: RIV

Lot(s) are located in / / Forest Cemetery /  Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_

\*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ \_\_\_\_\_ ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: /  / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Bobby + Joyce Robinson
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

MB / 8/31/21  
Supervisor's Init. / Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

\_\_\_\_\_  
City Clerk's Signature / Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature / Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.

## **CITY COUNCIL STAFF REPORT**

**DATE:** September 7, 2021  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-21-07, Wild Waters 1<sup>st</sup> Addition: Final Plat Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot Commercial subdivision.

### **HISTORY**

- a. Applicant: Mitchell Duryea  
Duryea and Associates  
P.O. Box 7400  
Spokane, WA 99207
- b. Location: South of Interstate 90 between Government Way and Highway 95.
- c. Previous Action:
  1. Preliminary plat approval, June 25, 2021

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This commercial development is a re-plat of two existing lots located in Coeur d'Alene. This subdivision created one (1) lot. All conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

### **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document



# WILD WATERS 1st ADDITION

A REPLAT OF LOTS 1 AND 2, BLOCK 1 WILD WATERS ADDITION,  
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SEC. 11 T50N, R4W, B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## KOOTENAI COUNTY RECORDER

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

AT \_\_\_\_\_ AM/PM. IN BOOK \_\_\_\_\_ OF PLATS

PAGES \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_ FEE \_\_\_\_\_

KOOTENAI COUNTY RECORDER.

### OWNER'S CERTIFICATE

BE IT KNOWN THAT GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC, AS THE PARTY THAT OWNS THE LAND SHOWN AS DESCRIBED HEREIN HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS AS SHOWN ON THIS PLAT TO BE KNOWN AS "WILD WATERS ADDITION 1ST ADDITION", AND THAT IT IS ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 OF BLOCK 1 AS SAID LOTS AND BLOCKS ARE SHOWN UPON THAT CERTAIN PLAT ENTITLED "WILD WATERS ADDITION" RECORDED AUGUST 10, 2020 IN BOOK L OF PLATS AST PAGES 481 AND 481A, KOOTENAI COUNTY RECORDS.

### DEDICATIONS:

SAID OWNER OF SAID PARCEL HEREBY REMOVES/VACATES THE ACCESS EASEMENT OVER AND ACROSS LOT 1 FOR THE BENEFIT OF LOT 2 AS SHOWN ON WILD WATERS ADDITION PLAT.

SAID OWNER OF SAID PARCEL HEREBY REMOVES/VACATES THE WATER LINE EASEMENT 20 FEET IN WIDTH OVER AND ACROSS LOT 2 AND LOT 1 FOR THE BENEFIT OF THE CITY OF COEUR D'ALENE AS SHOWN ON WILD WATERS ADDITION PLAT.

SAID OWNER DEDICATES A STRIP OF LAND 50x116 FEET IN SIZE TO THE CITY OF COEUR D'ALENE FOR PUBLIC UTILITY PURPOSES AS SHOWN ON SHEET 2.

SANITARY SEWER SERVICE TO THE LOT WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

WATER SERVICE TO THE LOT WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

IN WITNESS WHEREOF I HEREBY AFFIX MY SIGNATURE THIS 4th DAY OF AUGUST 2021.

GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC

BY: [Signature]

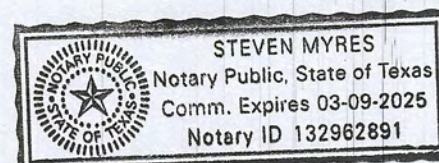
### ACKNOWLEDGEMENT

STATE OF Texas )  
COUNTY OF Tarrant )

ON THIS 4th DAY OF August IN THE YEAR OF 2021, BEFORE ME, Steven Myres (NOTARY'S NAME) A NOTARY PUBLIC, PERSONALLY APPEARED Matt Kotter KNOWN OR IDENTIFIED TO ME (OR PROVED TO ME ON THE OATH OF \_\_\_\_\_) TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 03-09-2025



### COUNTY TREASURER

I HEREBY CERTIFY THIS 17 DAY OF August 2021, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH 31 December 2020.

Mau Bidwell  
KOOTENAI COUNTY TREASURER, Deputy Treasurer

### CITY COUNCIL CERTIFICATE:

THIS PLAT ACCEPTED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

CITY OF COEUR D'ALENE, CLERK

Charles W. Bynum PE# 10804  
CITY OF COEUR D'ALENE, CITY ENGINEER

### PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QLPE FROM THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION S50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

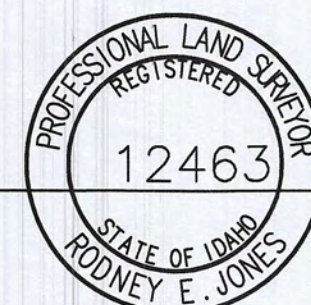
DATE: 8.10.21

HEALTH DISTRICT SIGNATURE: Jay Ireland

### COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING.

KOOTENAI COUNTY SURVEYOR



### SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH TWO COMBINE LOTS 1 AND 2 AND VACATE THE EASEMENTS SHOWN ON AND DEDICATED ON PLAT OF WILD WATERS ADDITION RECORDED IN BOOK L, PAGES 481 AND 481A.

UTILIZING FOUND MONUMENTS FROM THE NOTED SURVEYS (R2, R3, R4) AND HOLDING DEED CALLS FROM (R1) WE ESTABLISHED THE PERIMETER OF THIS SUBDIVISION AS SHOWN ON SHEET 2.

### BASIS OF BEARINGS:

THE BEARING OF NORTH 38°21'11" EAST ALONG THE CHORD OF THE RIGHT OF WAY CURVE AS SHOWN UPON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY" RECORDED IN BOOK 3 OF MAPS, PAGE 164, KOOTENAI COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.

### REFERENCES:

R1 STATUTORY WARRANTY DEED REDORDED AS INSTRUMENT NO. 27097900

R2 RECORD OF SURVEY RECORDED IN BOOK 3, PAGE 164

### SURVEYORS CERTIFICATE

I, MITCHELL DURYEY, P.L.S. 8693, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN OR WILL BE FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

DATED THIS 14th DAY OF MAY, 2021.

Mitchell Durvey  
PLS 8693



LANDS OF GOVERNMENT WAY COEUR D'ALENE HOTEL, LLC  
A PORTION OF THE NE 1/4, NE 1/4, SECTION 11,  
TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
MAY, 2021  
SHEET 1 OF 2



**DURYEY**  
& ASSOCIATES

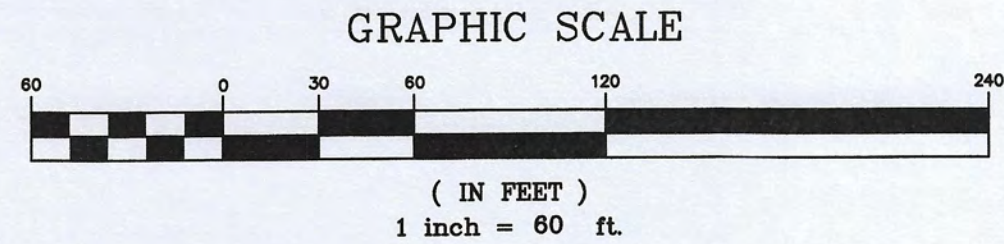
Surveying and Mapping  
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007  
www.duryea-associates.com  
JOB NO. 18-2573



# WILD WATERS 1st ADDITION

A REPLAT OF LOTS 1 AND 2, BLOCK 1 WILD WATERS ADDITION,  
 LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SEC. 11, T50N, R4W, B.M.  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ OF PLATS, PAGES \_\_\_\_\_  
 INSTRUMENT NO. \_\_\_\_\_



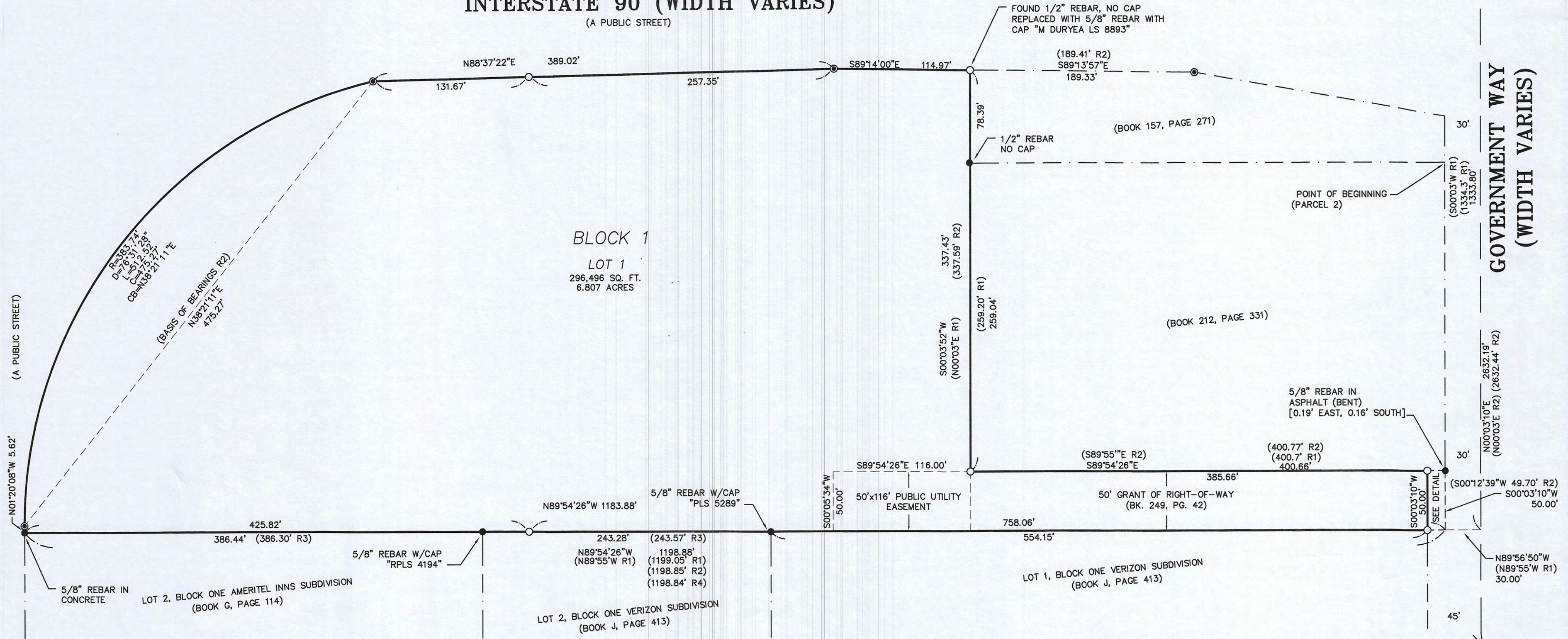
3" BRASS DISK IN MON  
 CASE ILLEGIBLE  
 PER CP&F# 2030654000

2  
 11/12

HIGHWAY 95 LINCOLN WAY (WIDTH VARIES)  
 (A PUBLIC STREET)

INTERSTATE 90 (WIDTH VARIES)  
 (A PUBLIC STREET)

GOVERNMENT WAY  
 (WIDTH VARIES)





## **CITY COUNCIL STAFF REPORT**

**DATE:** September 7, 2021  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-21-08, Lucille Gardens: Final Plat Approval**

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot Commercial subdivision.

### **HISTORY**

- a. Applicant: Lucky Properties, LLC  
2022 N. Government Way  
Coeur d'Alene, ID 83814
- b. Location: 2615 E. Appleway Ave (NW corner of the intersection of Appleway Ave & 4<sup>th</sup> St).
- c. Previous Action:
  1. Preliminary plat approval, July 1, 2021

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This commercial development is a re-plat of existing tax numbered lots located in Coeur d'Alene. This subdivision created four (4) lots. All conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

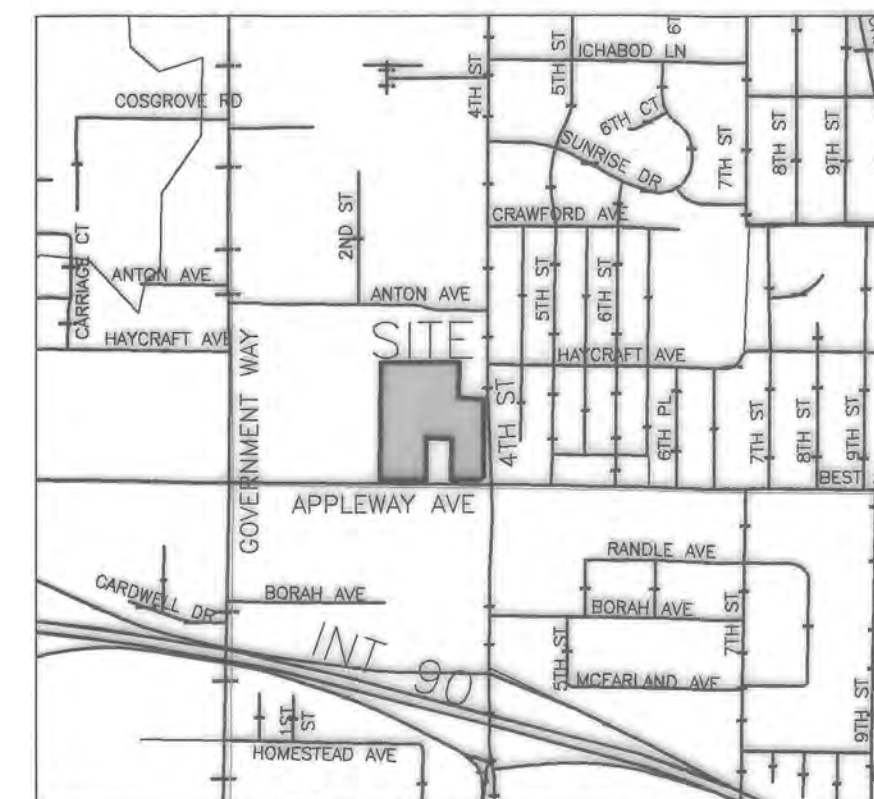
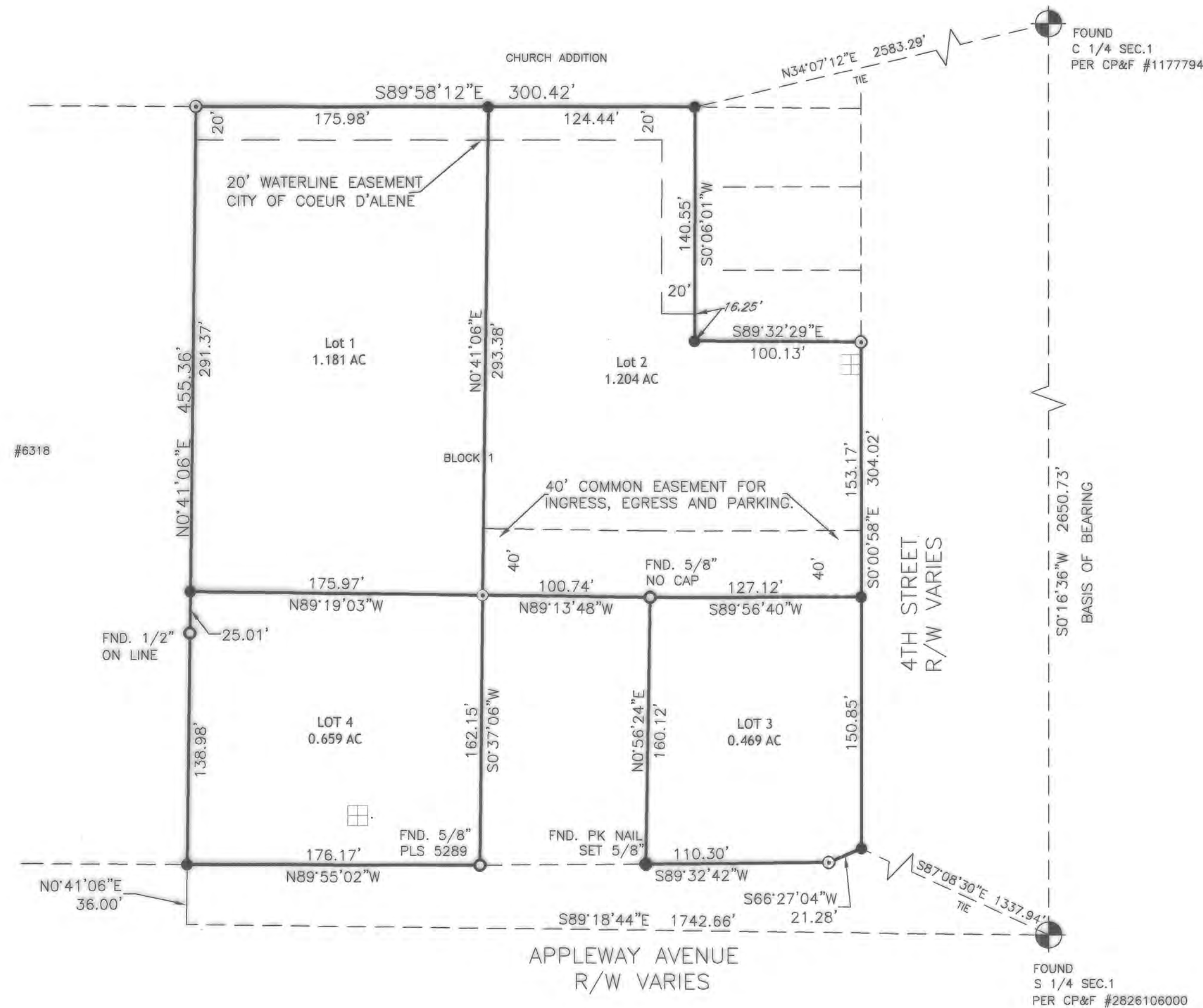
### **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document

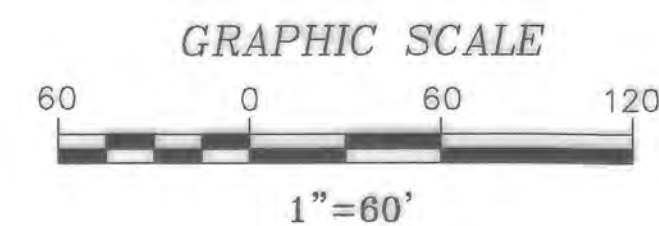
# LUCILLE GARDENS

LOCATED IN THE SOUTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 1  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO.

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
No. \_\_\_\_\_



VICINITY MAP  
(NOT TO SCALE)



### LEGEND

- SET 5/8" BY 24" IRON ROD W/PLASTIC CAP MKD PLS 4565
- FD. 1/2" IRON ROD -OR AS NOTED
- ⊙ FD. 1/2" IRON ROD REPLACED BY SET 5/8" BY 24" IRON ROD W/PLASTIC CAP MKD PLS 4565



### SURVEY NOTES

1. DIMENSIONS SHOWN ARE US SURVEY FEET.
2. SPECIFIC PERMISSION WAS SOUGHT IN THIS PLATS NAMING PROCESS, THE DEVELOPERS OF LUCILLES ADDITION TO CHERRY HEIGHTS 3RD ADDITION WHEREABOUTS ARE UNKNOWN.

### SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE EXISTING PARCELS INTO 4 LOTS. FOUND MONUMENTS NOTED ON RECORDS OF SURVEY WERE USED DURING THE RETRACEMENT OF THE PARCEL BOUNDARY.

### SURVEY METHODS

GPS - TRIMBLE R10 W/GNSS USING RTK WITH 2 MEASUREMENTS AT EACH POSITION  
CONVENTIONAL-TRAVERSES WITH TOPCON GTS 235 INST.

### RECORD DRAWINGS

NUMBER	TYPE	BOOK	PAGE	DATE	BY
(R1)	RECORD OF SURVEY	BK. 3	PG. 498	1984	MECKEL
(R2)	RECORD OF SURVEY	BK. 26	PG. 39	2008	F & S
(R3)	CHURCH ADDITION	BK. F	PG. 216	1987	MECKEL

### BASIS OF BEARING

THE BASIS OF BEARING IS THE IDAHO WEST ZONE STATE PLANE - NAD 1983  
BASED ON GPS OBSERVATION AT N 2201752.66, E 2370666.00 (GROUND COORD)  
GRID CONVERGENCE ANGLE -0°45'47", CAF 1.00010411. THIS PROVIDES FOR A  
RESULTANT BEARING OF S0°16'36"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4  
AS SHOWN HEREON.

	Tate Eng & LS PLLC 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com		
	PROJECT #: 21.137	DATE: AUGUST, 2021	SCALE: 1" = 60'
DRAWING: 21.137PLAT	CHECKED: BC	DRAWN BY: MAR	PAGE 1 OF 2



# LUCILLE GARDENS

LOCATED IN THE SOUTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 1  
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO.

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
No. \_\_\_\_\_

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS that LUCKY PROPERTIES, LLC is the owner of the real property hereinafter described and intends to include said property within this plat.

A portion of the Southwest Quarter of the Southwest Quarter, Section 1, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, State of Idaho, described as follows:

Commencing at the south Quarter corner of Section 1; thence North 89°18'44" West, a distance of 1742.66 feet along the South line of Section 1 to a point; thence North 0°41'06" East a distance of 36.00 feet to a set iron rod being the Southwest corner of the herein described Parcel and the POINT OF BEGINNING;

thence continuing North 0°41'06" East a distance of 455.36 feet to a found iron rod replaced with a set iron rod;  
thence South 89°58'12" East, a distance of 300.42 feet to a set iron rod;  
thence South 0°06'01" West, a distance of 140.55 feet to a set iron rod;  
thence South 89°32'29" East, a distance of 100.13 feet to a found iron rod replaced with a set iron rod;  
thence South 0°00'58" East, a distance of 304.02 feet to a set iron rod;  
thence South 66°27'04" West, a distance of 21.28 feet to a found iron rod replaced with a set iron rod;  
thence South 89°32'42" West, a distance of 110.30 feet to a found PK Nail replaced with a set iron rod;  
thence North 0°56'24" East, a distance of 160.12 feet to a found iron rod;  
thence North 89°13'48" West, a distance of 100.74 feet to a found iron rod replaced with a set iron rod;  
thence South 0°37'06" West, a distance of 162.15 feet to a found iron rod;  
thence North 89°55'02" West, a distance of 176.17 feet to the Point of Beginning.

Comprising 3.513 acres, more or less.

Water and Sewer service will be provided by the City of Coeur d'Alene.

This owners hereby grant a 40' wide easement for all lots across the southerly portion of Lot 2, as shown hereon, for the purpose of ingress, egress and parking.

This owner hereby grants to the CITY OF COEUR D'ALENE, a municipal corporation, its successors and assigns, a 20 foot wide water line easement, together with the right of ingress and egress for the installation, improvement, operation and maintenance of a water line and appurtenances on and through the property as shown hereon.

Diane Parker  
LUCKY PROPERTIES, LLC.  
By: DIANE PARKER, MEMBER

## ACKNOWLEDGMENT

State of Idaho }  
County of Kootenai } ss.

This record was acknowledged before me on August 26, 2021 by DIANE PARKER, Member of LUCKY PROPERTIES, LLC.

RACHEL MCDEVITT  
Notary Public - State of Idaho  
Commission Number 22661  
My Commission Expires 10-05-2024

Rachel McDevitt  
Notary Public  
My Commission Expires 10-05-2024

## COUNTY RECORDER

I hereby certify that this Plat was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly recorded in Plat Book \_\_\_\_\_, at Pages \_\_\_\_\_ and \_\_\_\_\_ as Instrument Number \_\_\_\_\_.

By: \_\_\_\_\_ Deputy Clerk  
Kootenai County Clerk - Jim Brannon

Fee: \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Ernest M. Warner  
ERNEST M. WARNER, P.L.S.  
  
August 26, 2021  
REG. NO. 4565

## PANHANDLE HEALTH DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on QLPE from the City of Coeur d'Alene review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1323, Idaho Code, by the issuance of a certificate of disapproval.

Date: 8.26.21 Health District Signature: Jay Jewland

## CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk - City of Coeur d'Alene

## CITY ENGINEER

I hereby certify this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that I have examined this subdivision plat and approve the same for filing.

\_\_\_\_\_  
Engineer - City of Coeur d'Alene

## COUNTY SURVEYOR

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I have examined this Plat and approved the same for filing.

\_\_\_\_\_  
Kootenai County Surveyor



## COUNTY TREASURER

I hereby certify that on this 26th day of August, 2021, the required taxes on the herein platted land have been paid through 31, December 2020.

Mary Bidwell  
Kootenai County Treasurer, Deputy Treasurer

		Tate Eng & LS PLLC 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com	
		PROJECT #: 21.137	DATE: AUGUST, 2021
DRAWING: 21.137PLAT	CHECKED: BC	DRAWN BY: MAR	



RESOLUTION NO. 20-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: CONSENT FOR TRANSFER OF CONTROL OF MOBILITIE, INC., TO BAI COMMUNICATIONS, PURSUANT TO MOBILITIE'S FRANCHISE AGREEMENT WITH THE CITY; AND AGREEMENT WITH NORTH IDAHO COLLEGE (NIC) TO PROVIDE SCHOOL RESOURCE OFFICER (SRO) SERVICES FOR SCHOOL YEARS 2021 – 2023.

WHEREAS, it has been recommended that the City of Coeur d'Alene approve the actions listed below, pursuant to the terms and conditions set forth in the documents attached hereto as Exhibits "A" and "B" and by reference made a part hereof as summarized as follows:

- A) Consent for transfer of control of Mobilitie, Inc., to BAI Communications, pursuant to Mobilitie's franchise agreement with the City; and
- B) Agreement with North Idaho College (NIC) to provide School Resource Officer (SRO) services for school years 2021 – 2023; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the consent and agreement, as set forth 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 consent or agreement, so long as the substantive provisions of the actions remain intact.

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

DATED this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

**DATE:           SEPTEMBER 7, 2021**

**FROM:          RENATA MCLEOD, CITY CLERK**

**SUBJECT:       FRANCHISE AGREEMENT WITH MOBILITIE, LLC**

---

**DECISION POINT:** Should the City Council consent to the transfer of control of Mobilitie, Inc., (“Mobilitie”) a franchisee of the City, to BAI Communications (“BAI”)?

**HISTORY:** In June 5, 2018, the City Council enacted Ordinance 3609, a Franchise Agreement with Mobilitie, under which Mobilitie would construct and maintain a telecommunications system in the City of Coeur d’Alene’s (City) rights-of-way for a 10-year term. Section 8 of the Ordinance provides that “[t]his Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld.” The City received a request for Council’s consent to the transfer of control on August 11, 2021. No circumstances have been identified which would justify that consent be reasonably withheld. The full language of this section of the Ordinance is set out below.

*SECTION 8 – TRANSFER OF OWNERSHIP OR CONTROL*

*A.       This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.*

*B.       The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of the Grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control, the City Council may inquire into the qualifications of the prospective controlling party, and the Grantee shall assist the City Council in any such inquiry.*

*C.       The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the City in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.*

*D.       By its acceptance of this Franchise, the Grantee specifically agrees that any such transfers occurring without prior approval of the City Council shall*

*constitute a violation of this Franchise by the Grantee. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.*

*E. For the purpose of this Section, a change of control of the Grantee shall be defined as any acquisition of the Grantee or the Grantee's parent's voting stock by a person or group of persons acting in concert which results in that person or group of persons owning more than fifty percent (50%) of the voting stock of the Grantee or Grantee's parent.*

*F. Within thirty (30) days of any transfer or sale and upon request, if approved or deemed granted by the City, the Grantee shall file with the City a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by the Grantee.*

*G. Standards. The City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and the Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by the Grantee.*

*H. Common Control Exemption. Notwithstanding anything to the contrary in this Section, the prior written approval of the City Council shall not be required for any sale, assignment or transfer of the Franchise, Telecommunications System or ownership to an entity controlling, controlled by, or under the same common control as the Grantee.*

**FINANCIAL ANALYSIS:** BAI intends to keep the name "Mobilitie" and, upon the transfer, would be bound by the same terms and conditions set forth in the original Franchise Agreement for the remainder of the 10-year term, which is set to expire or be renewed in 2028. In exchange for the use of the City's rights-of-way, BAI/Mobilitie will pay to the City five percent (5%) of its annual gross revenues derived from the operation of its telecommunications system providing telecommunication services in the City.

**DECISION POINT/RECOMMENDATION:** City Council should consent to the transfer of control of the City Franchise from Mobilitie, LLC, to BAI Communications.



August 6, 2021

City of Coeur D'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814-3958  
Attn: City Clerk

**RECEIVED**

AUG 11 2021

**CITY CLERK**

**RE: Notice of and Consent request for Change of Control of the Ordinance No. 3609 / Council Bill No. 18-1013 by and between Mobilitie, LLC and City of Coeur D'Alene, dated as of June 28, 2018 (the "Agreement")**

**Contract ID: A01831**

To City of Coeur D'Alene:

Certain affiliated entities of Mobilitie, LLC entered into an Investment Agreement with an affiliate of BAI Communications ("**Buyer**"), pursuant to which the Buyer will purchase all of the equity interests in Mobilitie, LLC, among other affiliated entities (the "**Recapitalization Transaction**"). The Recapitalization Transaction is expected to close in about forty-five (45) days.

Under the terms of the Agreement and to the extent applicable, any amendments, exhibits, schedules, appendices, statements of work, and other agreements executed by the parties in connection therewith, prompt notice to and consent from the City of Coeur D'Alene is required prior to a change in control thereunder. Within 30 days of the closing of the Recapitalization Transaction, a copy of the Investment Agreement will be filed with the City of Coeur D'Alene in accordance with Section 8(F) of the Agreement.

Therefore, Mobilitie, LLC hereby gives such notice and respectfully requests City of Coeur D'Alene's consent by signing below.

Please return a countersigned copy of this letter to us by e-mail at [chris@mobilitie.com](mailto:chris@mobilitie.com) or by the enclosed return addressed envelope at your earliest convenience.

If you have any questions regarding the above, please contact Chris Glass, General Counsel of Mobilitie, at (949) 999-5773 or via email at [chris@mobilitie.com](mailto:chris@mobilitie.com).

*[Remainder of Page Left Intentionally Blank]*

**RE: Notice of and Consent request for Change of Control of the Ordinance No. 3609 / Council Bill No. 18-1013 by and between Mobilitie, LLC and City of Coeur D'Alene, dated as of June 28, 2018 (the "Agreement")**

**Contract ID: A01831**

**AGREED AND ACKNOWLEDGED:**

CITY OF COEUR D'ALENE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:**        **AUGUST 23, 2021**

**FROM:**       **CAPTAIN DAVE HAGAR, POLICE DEPARTMENT**

**SUBJECT:**   **SCHOOL RESOURCE OFFICER AGREEMENT FOR SCHOOL  
YEARS 2021-2023, WITH NORTH IDAHO COLLEGE**

---

**DECISION POINT:**

The Police Department requests approval of the attached agreement with North Idaho College (NIC) to provide School Resource Officer (SRO) services for school years 2021-2023.

**HISTORY:**

The City of Coeur d'Alene (City) has maintained an agreement with NIC to provide one (1) SRO for several years. This agreement is similar to previous years' agreements.

**FINANCIAL ANALYSIS:**

NIC agrees to pay an amount not to exceed \$91,790.00 for the first year, and \$95,920.55 for the second year, which amount is based on the full amount of the SRO's salary, not including benefits, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the officer's regular wages and benefits for the officer assigned to the NIC.

**PERFORMANCE ANALYSIS:**

This partnership with NIC is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer continues this partnership and is in the best interest of NIC and the community.

**DECISION POINT:**

The Police Department requests approval of the attached agreement with NIC to provide SRO services for school years 2021- 2023.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
NORTH IDAHO COLLEGE FISCAL YEARS 2021-2022 and 2022-2023

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration, on NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officer will facilitate classroom and faculty presentations related the law, at NIC. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have the officer attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.
6. CITY agrees that the School Resource Officer (SRO) will be on campus year round.
7. CITY agrees to coordinate the costs of training, as recommended by NIC, specific to the position of School Resource Officer at NIC and reach a mutually agreeable cost sharing model based on a 50/50 split.

## II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and
2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. NIC agrees the officer shall be responsible primarily to their Police Department Supervisor and secondarily to the President or their designee at NIC
4. NIC agrees to pay all overtime for the School Resource Officer when working school related events.
5. NIC agrees to coordinate the costs of training, as recommended by NIC, specific to the position of School Resource Officer at NIC and reach a mutually agreeable cost sharing model based on a 50/50 split.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officer including but not limited to alleged Civil Rights violations.

NIC shall endeavor to provide the CITY with requests for additional officers, or for work assignments occurring outside regular school hours (that are not usual police duties) prior to the beginning of the school year. NIC will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment based on the full salary of the School Resource Officer, not including benefits, not to exceed \$91,790.00 for 2021-2022 and \$95,920.55 for the 2022-2023, to be billed in equal installments for the first quarter (July, August, September) and for the third quarter (January, February, March) of the year. All overtime expenses will be billed quarterly. The consideration is subject to adjustment based on the full salary of the School Resource Officer, not including benefits, which is yet to be determined.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2021-2022 and 2022-2023 NIC fiscal years.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2023, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and NIC that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

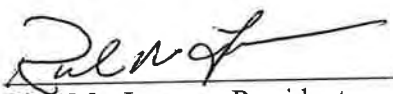
All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to Resolution No. 21-\_\_\_\_, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

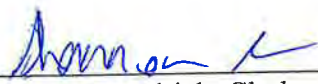
By: \_\_\_\_\_  
Steve Widmyer, Mayor

By:   
Rick MacLennan, President

Attest:

Attest:

\_\_\_\_\_  
Renata McLeod, City Clerk

  
Shannon Goodrich, Clerk of the Board

**GENERAL SERVICES/PUBLIC WORKS  
COMMITTEE**



**GENERAL SERVICES / PUBLIC WORKS  
STAFF REPORT**

**DATE:** AUGUST 23, 2021  
**FROM:** BILL GREENWOOD, PARKS & RECREATION DIRECTOR  
**SUBJECT:** BROOKS SEAPLANE ASSIGNMENT OF THE LEASE AGREEMENT  
*(COUNCIL ACTION REQUIRED)*

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**DECISION POINT:** Should General Services/Public Works recommend Council approval of the assignment of the current lease for Bay 5 on the south side of the City dock with Neil and Anne Lunt d/b/a Brooks Seaplane Service, LLC, to Shane Rodgers d/b/a Scenic Adventures Flights, LLC?

**HISTORY:** Brooks Seaplane has been leasing Bay 5 on the commercial dock and providing plane rides over our region for over 30 years and is a favorite attraction with our community and visitors alike. Shane Rodgers is purchasing the business from Anne Lunt and wants to carry on this tradition. Rodgers is an experienced pilot who operates a flight school from the CDA Airport. He is having a new float plane built.

**FINANCIAL ANALYSIS:** Under the lease agreement, the Lunts agreed to pay a rental fee for the right to use such moorage space and Bay 5 of the City dock. For the first year of the lease, the rental fee was the sum of Five Thousand Nine Hundred Ninety-Two and 60/100 Dollars (\$5,992.60), which included Five Thousand Eight Hundred Ninety-Nine and 20/100 Dollars (\$5,899.20), based on a monthly rental of Four Hundred Ninety-One and 60/100 Dollars (\$491.60), and Ninety-Three and 40/100 Dollars (\$ 93.40) which is the 2% fee assessed by the Department of Lands, payable on April 1, 2018, for the period of April 1, 2018, through March 31, 2019. Annual fee increases are based on the Consumer Price Index (CPI) Western. For the period of April 1, 2021, through March 31, 2022, the rental fee is \$7,193.46. This fee has been paid by Ms. Lunt.

**PERFORMANCE ANALYSIS:** Brooks Seaplane has an existing lease in place. This lease with Neil and Anne Lunt was for 5 years, commencing April 1, 2018, and ending March 31, 2023. The Lessee may request in writing a five (5) year extension of this agreement for the period from April 1, 2023, to March 31, 2028, by submitting to the City a written request for extension after April 1, 2022, and prior to September 1, 2022. The assignment of the lease is for the remaining initial term. The assignee will be entitled to request the extension. Shane Rodgers has provided all documents, including insurance, necessary to operate the business.

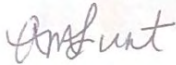
**DECISION POINT / RECOMMENDATION:** Council should approve the assignment of the current lease with Neil and Anne Lunt d/b/a Brooks Seaplane Service, LLC, to Shane Rodgers d/b/a Scenic Adventures Flights, LLC.

July 19, 2021

To whom it may concern,

I, Anne Lunt, am the owner of Brooks Seaplanes and the lease holder of the dock at Independence Point in Coeur D'alene, ID. This statement serves as my approval to transfer the lease agreement, with the city of Coeur D'Alene, from my name to Shane Rogers, managing member of Scenic Adventure Flights, LLC.

Thank you,



Anne M. Lunt

President Lunt Enterprises dba Brooks Seaplanes

RESOLUTION NO. 21-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ASSIGNMENT OF THE LEASE AGREEMENT WITH LUNTENTERPRISES LLC FOR BAY 5 ON THE SOUTH SIDE OF THE CITY DOCK TO SCENIC ADVENTURE FLIGHTS LLC.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City approve the Assignment of the Lease Agreement with Luntenterprises LLC for Bay 5 on the south side of the City Dock, a copy of which lease agreement is attached hereto marked Exhibit "A" and by reference made a part hereof, to Scenic adventure flights LLC; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the assignment of the lease agreement with Luntenterprises LLC, a copy of which lease agreement is attached hereto marked Exhibit "A" and by reference made a part hereof, to Scenic adventure flights LLC.

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

DATED this 7<sup>th</sup> day of September, 2021.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**ASSIGNMENT AND ACCEPTANCE**

This Assignment and Acceptance is dated the 7<sup>th</sup> day of September, 2021, and is entered into by and between Scenic adventure flights, LLC, Shane Rogers, governor, (hereinafter referred to as the "Assignee"), Luntenterprises LLC, Anne Lunt, governor, (hereinafter referred to as the "Assignor") and the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "Lessor").

It is understood and agreed that the Assignor, for an agreed consideration, hereby assigns to the Assignee, and the Assignee hereby assumes, all of the Assignor's rights, duties, and obligations under that certain Lease Agreement between the Assignor and the Lessor, dated the 3<sup>rd</sup> day of April, 2018. Further, it is understood that, whereas said Lease Agreement requires the written consent of the Lessor prior to assignment, the Lessor hereby consents to the assignment. The Lease Agreement hereby assigned shall hereafter be fully binding on the Assignee and Lessor.

This assignment may be revoked only by a writing signed by the Assignor, Assignee, and Lessor, or by order of a court of competent jurisdiction.

Luntenterprises LLC (Assignor)

Scenic adventure flights LLC (Assignee)

By \_\_\_\_\_  
Anne Lunt, Governor

By \_\_\_\_\_  
Shane Rogers, Governor

City of Coeur d'Alene (Lessor)

By \_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

## CITY COUNCIL STAFF REPORT

**DATE:**        **SEPTEMBER 7, 2021**

**FROM:**       **BILL GREENWOOD, PARKS & RECREATION DIRECTOR**

**SUBJECT:**   **SPOKANE RIVER VESSEL SPEEDS (*COUNCIL ACTION REQUIRED*)**

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**DECISION POINT:**   Should the General Services/Public Works Amendments recommend approval of amendments to the Municipal Code regulating motor driven watercraft speeds on the navigable waters of the City?

**HISTORY:**   The City previously adopted speed restrictions for vessels on Lake Coeur d'Alene and that portion of the Spokane River which was then within the City limits. On September 20, 2016, the City annexed Blackwell Island. At the same time, the City annexed a portion of the Spokane River south of the US 95 bridge to the mouth of the River and a portion of Lake Coeur d'Alene at and surrounding the mouth of the River, approximately 158 acres in area. Under Municipal Code § 4.20.020(B), the current speed restrictions on the Spokane River include: (1) five miles per hour within 100 feet of the shoreline or any dock, pier, other structure, or person; (2) fifteen miles per hour within 50 feet of any other vessel; (3) twenty miles per hour at night, except as otherwise restricted; and (4) thirty-five miles per hour in the day time unless otherwise restricted. The Code as it now reads thus allows speeds greater than were allowed by the County in that portion of the Spokane River prior to annexation. The County had designated that stretch of the River as a "no wake zone," which is defined "as an area in which the operation of a vessel must be accomplished at not more than five (5) miles per hour and where no water shall produce a wake greater than four inches (4") in height within the designated boundaries of the area."

It is undisputed that wakes generated by watercraft damage the shoreline and can negatively impact other users of the City's waters. To prevent damage to the shoreline, to make the City's speed restrictions on the Spokane River consistent with the County's prior restrictions which will help in enforcement, and to make the Spokane River and shorelines a safe and enjoyable recreation site for all, staff recommends amending the City Code. The new restrictions would: (1) set a maximum speed limit of five miles per hour, or a speed which produces a wake of no more than four inches, whichever is less, for vessels between the mouth of the Spokane River to the south end of the University of Idaho-Coeur d'Alene (Harbor Center) building; (2) set a maximum speed limit of five miles per hour, or a speed which produces a wake of no more than four inches, whichever is less, for vessels within 100 feet of the shoreline or any dock, pier, other structure, or person; (3) prohibit operating a vessel at a speed that creates an excessive, dangerous, or damaging wake; and (4) automatically designate the Spokane River as a "no wake zone" under certain circumstances. Definitions of "excessive wake," "no wake zone," and "wake" are added, closely mirroring the County definitions.

**FINANCIAL ANALYSIS:** There is an existing Law Enforcement Protection Contract under which the County agrees to provide law enforcement services for the City's navigable waters of Lake Coeur d'Alene without charge to the City. The City anticipates entering into a new Contract with the County, modifying the terms of the existing Contract to cover that portion of the Spokane River now within the City's boundaries, also without charge. Discussions with County officials lead staff to believe that the new Contract will be approved by the County. Therefore, it is not anticipated that there will be a financial impact on the City except for possible incidental litigation expenses incurred in the prosecution of violators.

**PERFORMANCE ANALYSIS:** The City does not have the necessary equipment or personnel to patrol the navigable waters of the city and it is not anticipated that it will have such equipment or personnel in the foreseeable future. The County has already been providing law enforcement services for the City's navigable waters, except for the newly annexed waters. The Ordinance and new Law Enforcement Protection Contract will simply expand the area now patrolled by the County.

**DECISION POINT/RECOMMENDATION:** Council should approve the amendments to the Municipal Code to regulate vessel speeds on that portion of the Spokane River within the City limits.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 21-1020

AN ORDINANCE AMENDING SECTIONS 4.20.010 AND 4.20.020(B) OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND MODIFYING SPEED RESTRICTIONS ON THE SPOKANE RIVER WITHIN CITY LIMITS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

NOW, THEREFORE,

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

**SECTION 1.** *That new definitions be added to section 4.20.010 of the Municipal Code of the City of Coeur d'Alene as follows:*

**EXCESSIVE WAKE:** A wave resulting from operating a vessel at the speed at which boats create the most wake, moving quickly and displacing the most water, *i.e.*, plowing; or the wave resulting from operating a vessel in an artificially bow-high manner to increase or enhance a wake, including wake enhancement by use of ballast, mechanical hydrofoils, or uneven loading; or the wave resulting from operating a vessel to cause water to lap onto or over a dock, pier, or other lawfully permitted encroachment.

**NO WAKE ZONE:** An area in which a vessel may be operated at not more than five (5) miles per hour or in a manner where no wake greater than four inches (4") in height is created, whichever is less.

**WAKE:** The visible track of turbulence created by the movement of a vessel through the water.

**SECTION 2.** *That section 4.20.020(B) of the Municipal Code of the City of Coeur d'Alene be amended follows:*

B. Spokane River:

1. No person shall operate, navigate, cause to float, moor or anchor any ~~motor driven watercraft or toy boat of any length or any sail powered~~ vessel longer than twenty feet (20') within a designated public swimming area created by this chapter.



2. No person shall operate, navigate, cause to float, moor or anchor any vessel within designated public swimming only areas created by this chapter.
- ~~3. From the mouth of the Spokane River to the south end of the University of Idaho-Coeur d'Alene (Harbor Center) building is declared a "no wake zone."~~
- ~~34. No person shall operate or navigate any vessel in any waters w~~Within one hundred feet (100') of any shoreline or any dock, pier, other structure, or person ~~in the Spokane River at a speed greater than five (5) miles per hour or at a speed which produces a wake greater than four inches (4") in height~~is declared a "no wake zone."
- ~~5. No person shall operate or navigate any vessel in any waters between one hundred feet (100') and one hundred fifty feet (150') of any shoreline or any dock, pier, other structure, or person at a speed which creates an excessive wake.~~
46. All persons operating or navigating any vessel within fifty feet (50') of any other vessel, ~~where the speed is not otherwise restricted, in the Spokane River~~ shall do so at a speed that is reasonable and prudent, but not in excess of fifteen (15) miles per hour.
57. No person shall operate or navigate a vessel at night, ~~when~~ where the speed is not otherwise restricted, at a speed greater than twenty (20) miles per hour.
68. During the day, ~~on those portions of the Spokane River within the city limits of Coeur d'Alene,~~ where the speed is not otherwise regulated, all persons operating or navigating a vessel shall do so at a speed that is reasonable and prudent, but not in excess of thirty-five (35) miles per hour.
9. ~~During the day or night, no vessel shall be operated at a speed or in a manner that creates an excessive, dangerous, or damaging wake.~~
10. ~~The Spokane River shall be automatically designated as a "no wake zone" in its entirety whenever the gauge on the Coeur d'Alene Lake at Tubbs Hill reads two thousand one hundred thirty-three feet (2,133') or higher. The designation shall expire when the conditions giving rise to the designation no longer exist, except as may be provided by a resolution of the City Council.~~
11. ~~This subsection shall not apply to any vessel being operated under emergency conditions or by any authorized agent of any law enforcement agency of the state of Idaho, the United States, or any political subdivision, while said agent is acting in the performance of his/her duties.~~

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any

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

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 7, 2021.*

APPROVED, ADOPTED and SIGNED this 7<sup>th</sup> day of September, 2021.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections 4.20.010 and 4.20.020(B) of the Coeur d'Alene Municipal

AN ORDINANCE AMENDING SECTIONS 4.20.010 AND 4.20.020(B) OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND MODIFYING SPEED RESTRICTIONS ON THE SPOKANE RIVER WITHIN CITY LIMITS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, amending sections 4.20.010 and 4.20.020(B) of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7<sup>th</sup> day of September, 2021.

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Randall R. Adams, Chief Civil Deputy City Attorney

RESOLUTION NO. 21-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LAW ENFORCEMENT PROTECTION CONTRACT WITH KOOTENAI COUNTY TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PURPOSE OF ENFORCING CITY ORDINANCES WITHIN THE CITY ON THE WATERS OF COEUR D'ALENE LAKE AND THE SPOKANE RIVER.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Kootenai County, to provide law enforcement services to enforce City ordinances within the City for violations occurring on the waters of Coeur d'Alene Lake and the Spokane River, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Kootenai County to provide law enforcement services to enforce city ordinances within the city for violations occurring on the waters of Coeur d'Alene Lake and the Spokane River, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 7<sup>th</sup> day of September, 2021.

---

Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## LAW ENFORCEMENT PROTECTION CONTRACT

This agreement is made between Kootenai County, a political subdivision of the State of Idaho (hereinafter referred to as "COUNTY") and the City of Coeur d'Alene, Idaho, a municipal corporation, (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the CITY desires to enter into a contract with COUNTY for the performance of certain specific COUNTY duties within the corporate limits of the CITY, and;

WHEREAS, this agreement is authorized and provided for by the provisions of Idaho Code Section 31-604, Idaho Code Section 50-301, and Idaho Code Section 67-2332, and

WHEREAS, one of the duties of the COUNTY, in its operation of County affairs, is providing and serving the public with police protection on the waters of Kootenai County through the Kootenai County Sheriff's Office, and;

WHEREAS, the CITY, in 1938 and thereafter, extended its boundaries to include portions of Coeur d'Alene Lake and the Spokane River, and has requested assistance to enforce city ordinances in effect within the city for violations occurring on the waters of Coeur d'Alene Lake and the Spokane River, and

WHEREAS, it is the mutual feeling and understanding of each party to this agreement that the joint exercise of police powers and functions within these areas would be most beneficial to the residents of both the CITY and the COUNTY.

NOW THEREFORE, it is hereby agreed as follows:

1. Law Enforcement Services. COUNTY agrees to employ, furnish and supply all necessary personnel, together with their equipment, supplies and supervision, vehicles, vessels and equipment with maintenance, and any other necessary support services that are reasonably necessary to provide protection in the specific areas within the corporate limits of CITY which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, but which generally may be referred to as the areas of Coeur d'Alene Lake and the Spokane River which have been annexed into the CITY. These areas shall be referred to as "the protected areas" and the COUNTY services shall be provided under the following terms and conditions:

- A. COUNTY will provide law enforcement services for the navigable waters of Coeur d'Alene Lake and the Spokane River located within the protected areas.
  - B. The personnel utilized by COUNTY to perform the COUNTY law enforcement services shall remain under the jurisdiction and control of the COUNTY while rendering the services and COUNTY shall maintain the standard of performance of such personnel.
  - C. The scope of COUNTY law enforcement services shall be to enforce all of the applicable laws and municipal ordinances and to preserve the peace within the protected areas and particular emphasis on enforcement of municipal ordinances affecting the operation of watercraft upon the waters of Coeur d'Alene Lake and the Spokane River within the protected areas.
  - D. All arrests made, or citations issued by the COUNTY for violations of City ordinances arising out of conduct which occurs within the protected areas shall be prosecuted by the CITY and distribution of penalties, fines, and forfeitures shall go to the CITY pursuant to the distribution formula in Idaho Code Section 19-4705.
  - E. All arrests made, or citations issued by the COUNTY for violations of State statutes or County ordinances arising out of conduct which occurs within the protected areas shall be prosecuted by the COUNTY.
2. Employees of County. It is agreed that all employees of COUNTY shall remain employees of COUNTY for all purposes, including the payment of wages and benefits, and the coverage of insurance and other benefits, such as worker's compensation. It is agreed that the CITY shall not be liable for compensation or indemnity to any of the employees of COUNTY for injuries or sickness arising out of the performance of COUNTY law enforcement services in the protected areas, and COUNTY hereby agrees to indemnify and hold harmless CITY from any liability of such a claim.
3. General Liability and Indemnification. The CITY and its elected officials and employees shall not be liable for any intentional or negligent acts of any employee of COUNTY, and COUNTY agrees to indemnify and hold harmless the CITY from



any liability for such claims. COUNTY and its elected officials and employees shall not be liable for any intentional or negligent acts of any employee of CITY, and CITY agrees to indemnify and hold harmless COUNTY from any liability for such claims.

4. Administration. Each of the parties has designated an employee to act on its behalf as administrator of this agreement for purposes of coordinating the efforts of employees of the CITY and the employees of COUNTY in requesting and performing the COUNTY law enforcement services under this agreement. The CITY designates the Chief of Police as its administrator, and the COUNTY designates the Kootenai County Sheriff as its administrator. All communications between the parties with regard to this agreement and the providing of COUNTY law enforcement services shall be made between these parties or their designees. The administrator of the CITY shall have the right to attend the governmental and organizational meetings of COUNTY to the extent necessary to carry out the provisions of this agreement, and the administrator of COUNTY shall have the right to attend governmental and organizational meetings of the CITY regarding this agreement.

Each party agrees to provide the full cooperation and assistance to the other to facilitate the performance of this agreement.

5. Term. The term of this agreement shall be effective upon signing by the parties, and shall continue until the first day of January, 2022. Thereafter, said agreement shall automatically renew on the first day of January of each and every year thereafter for the additional year, unless notice is given in writing by one of the parties hereto to the other party of their intention not to renew, at least thirty days prior to expiration.
6. Rescission of Agreement. Either party hereto may rescind this agreement at any time without cause by giving the other party written notice of recession, and the agreement shall thereafter be of no further force and effect.
7. County Obligation. COUNTY shall provide the COUNTY law enforcement services pursuant to this agreement for the CITY on an “as needed” basis taking into account the nature of the call and the available manpower of COUNTY to provide the services pursuant to this agreement and will endeavor to the best of its ability

to provide adequate police protection and pursuant to this agreement for the CITY.

**IN WITNESS WHEREOF** the parties have adopted this agreement by its governing bodies and this agreement has been signed and attested by the authorized official of each party.

DATED this \_\_\_\_ of \_\_\_\_\_, 2021.

DATED this 7<sup>th</sup> of September, 2021.

KOOTENAI COUNTY BOARD  
OF COMMISSIONERS

CITY OF COEUR D’ALENE

\_\_\_\_\_  
Chris Fillios, Chairman

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Bill Brooks, Commissioner

ATTEST:

\_\_\_\_\_  
Leslie Duncan, Commissioner

\_\_\_\_\_  
Renata McLeod, City Clerk

ATTEST:

\_\_\_\_\_  
Tini Ginorio, Deputy Clerk

OTHER BUSINESS

## CITY COUNCIL STAFF REPORT

**DATE:**        **SEPTEMBER 7, 2021**

**FROM:**       **KENNETH G. GABRIEL, FIRE CHIEF**

**SUBJECT:**   **FIRE BOAT GARAGE (STATION #5)**

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**DECISION POINT:** Should Council grant the Fire Department spending authority for \$565,000.00 from impact fees and funding from ignite CDA, and to update contract with Verdis for construction of Station #5?

**HISTORY:** In June of this year, City Council allowed the Fire Department to go to bid for a new Boat Garage (Station #5) at the Third Street Dock. The bids came in substantially over budget and Council rejected all bids in order to allow for staff to negotiate directly with the lowest bidder, Verdis, in an attempt to get the project completed. The Fire Department, through Council action, approved budget authority of \$250,000, from Impact Fees for the construction. Council approved an additional \$62,000 from Impact fees toward the revised contract price. This project has had escalating costs and its timeline has changed due to engineering and pricing changes. A new cost has been submitted by the Contractor in the amount of \$556,584. Ignite CDA has committed \$225,000 from its FY2021/22 budget. This, barring any additional issues, will cover the final cost of the project.

**FINANCIAL ANALYSIS:** The Fire Department has budget authority of \$335,000 approved by Council. Ignite CDA will fund the rest of the contract up to \$556,000.

**PERFORMANCE ANALYSIS:** Through negotiations and great work from City staff, we are confident we have a plan that will work going forward. The structure, function and aesthetics of the station have not been compromised in any way from the plans Council initially approved.

**DECISION POINT/RECOMMENDATION:** Council should grant the Fire Department spending authority of up to \$565,000 from Impact Fees and funds from ignite CDA, and enter into a contractual agreement with Verdis for \$556,584 to build Station #5.

RESOLUTION NO. 21-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ADDENDUM TO THE CONTRACT BETWEEN THE CITY OF COEUR D'ALENE AND VERDIS FOR THE CONSTRUCTION OF THE FIRE BOAT GARAGE (STATION #5).

WHEREAS, pursuant to Resolution No. 20-051, adopted the 15<sup>th</sup> day of September, 2020, the City of Coeur d'Alene entered into a contract with Verdis for the construction of a Fire Boat Garage, also known as Station #5; and

WHEREAS, the City and Verdis have determined that an Addendum to the original contract is required in order to complete the Fire Boat Garage, a copy of which Addendum is attached hereto as Exhibit "1" and incorporated herein by reference; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes the Addendum to the contract with Verdis pursuant to the terms of the Addendum attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 7<sup>th</sup> day of September, 2021.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**ADDENDUM TO  
CITY OF COEUR D'ALENE FIRE DEPARTMENT  
FIRE BOAT GARAGE (STATION #5) CONSTRUCTION CONTRACT**

THIS ADDENDUM TO CONTRACT is made and entered into this 7<sup>th</sup> day of September, 2021, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "CITY," and VERDIS, an Idaho company with its principal place of business at 601 East Front Avenue, Ste. 205, Coeur d'Alene, Idaho, hereinafter referred to as the "CONTRACTOR." The CITY and the CONTRACTOR shall hereinafter jointly be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, on September 15, 2020, the CITY and the CONTRACTOR entered into a contract for the construction of the Fire Department's Fire Boat Garage (Station #5) in the City of Coeur d'Alene (hereinafter referred to as the "Contract"), according to the plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**Fire Boat Garage (Station #5)**

and

WHEREAS, the PARTIES have agreed to modify some of the terms of the Contract to address changed circumstances.

NOW, THEREFORE,

IT IS AGREED that the Contract is hereby modified as follows. Except as hereby modified, all the terms and conditions of the Contract shall remain in full force and effect.

The CITY shall pay to the CONTRACTOR for the work, services and materials required under the Contract and this Addendum, a sum not to exceed Five-hundred Fifty-six Thousand Five hundred Eighty-four and No/100 Dollars (\$556,584.00). Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made thirty (30) days after completion of all work, final inspections, and acceptance by the City Council, provided that the CONTRACTOR has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

The Work shall be substantially complete within \_\_\_\_\_ calendar days after the date this Addendum is signed by the Parties, and shall be completed and ready for final payment within thirty (30) calendar days after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed pursuant to this Addendum shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

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

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

**CITY OF COEUR D'ALENE**

**VERDIS**

By \_\_\_\_\_  
Steve Widmyer, Mayor

By \_\_\_\_\_  
\_\_\_\_\_ (printed name)

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



# PUBLIC HEARINGS

## **CITY COUNCIL STAFF REPORT**

**DATE:**        **SEPTEMBER 7, 2021**

**FROM:**       **TROY TYMESEN, CITY ADMINISTRATOR**

**SUBJECT:**   **FISCAL YEAR 2021-22 FINANCIAL PLAN**

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### **DECISION POINT:**

To approve Council Bill No 21-1021, the Annual Appropriation for the fiscal year beginning October 1, 2021 and to approve Resolution No 21-057 reserving \$700,738 of forgone property tax revenue.

### **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 but no forgone property taxes nor any portion of the 3% allowed increase. If Resolution No 21-1021 is approved the 3% allowed in fiscal year 2021-22 (\$700,738) will be reserved and added to the previous forgone property tax to bring the total forgone amount to \$7,056,620.

### **DECISION POINT:**

To approve Council Bill No 21-1021, the Annual Appropriation for the fiscal year beginning October 1, 2021 and to approve Resolution No 21-057 reserving \$700,738 of forgone property tax revenue.

# Financial Plan

Fiscal Year 2021-2022



## History

Tax Year	Amount Taken of 3% Allowed
2022 Proposed	\$-0-
2021	\$-0-
2020	\$655,361 3%
2019	\$-0-
2018	\$-0-
2017	\$490,553 2.5%
2016	\$-0-
2015	\$-0-
2014	\$-0-
2013	\$329,432 2%

## New Construction Year over Year

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Tax Year	Tax Dollars
2022	\$315,941
2021	\$454,272
2020	\$404,623
2019	\$492,918
2018	\$375,549
2017	\$325,934
<b>2017 Deannexation</b>	<b>\$538,311</b>
2016	\$827,349
2015	\$669,966

## General Fund Balance Projections

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<b>Projected Fund Balance at 9-30-2021</b>	<b>\$9,800,000</b>
FY 2021-22 Budgeted Revenues	\$45,173,381
FY 2021-22 Budgeted Expenses	(\$46,428,959)
<b>Estimated Fund Balance at 9-30-2022</b>	<b>\$8,544,422</b>
<b>Would put Fund Balance at 18% of budgeted expenses</b>	
Two Months Worth of Revenues would be	\$7,738,160

## Significant Revenue Changes

<b>Total Increase in General Fund Revenue</b>	<b>\$3,168,061</b>
0% Tax Increase	\$-0-
New Growth / Annexation	\$315,941
Increase in Use of Fund Balance	\$15,472
Total coming from Fund Balance:	
\$1,255,578	
Increase in State Funding	\$2,451,363

## Significant Expense Changes

<b>Total Increases in General Fund Expenses</b>	<b>\$3,183,533</b>
Merit Increases - Contractual	\$175,711
COLA Increases - Contractual	\$666,882
1% Wage Adjustment - Public Safety - Contractual	\$135,729
Health Insurance Increase - Contractual	\$136,524
Additional Staff	\$753,092
Increase to Services and Supplies	\$786,164
Increase to Capital Outlay	\$269,102

## Proposed Personnel Changes – General Fund

Police Sergeant	+1 FTE	\$102,157
Police Officers	+2FTE	\$162,408
Code Enforcement Officer	+1FTE	\$58,926
Police Officer grant funded	+1 FTE	\$96,837
Firefighters	+3 FTE	\$217,762
Assistant Street Director	+1 FTE	\$103,706
Other Changes	-.93 FTE	\$11,296
<b>Total</b>	<b>8.07 FTE</b>	<b>\$753,092</b>

## Proposed Capital Purchases – General Fund

Police Department	Vehicles	\$329,840
Fire Department	Station Flooring	\$25,000
Street Department	Used Surplus Equipment	\$90,000
Building Maintenance	Police Building Chiller Unit	\$65,000
Building Maintenance	City Owned Building Repairs – 414 Fort Ground Way	\$30,000
<b>Total</b>		<b>\$539,840</b>

Questions?

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 21-1021

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021" APPROPRIATING THE SUM OF \$109,700,500 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 \$109,700,600 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, 2021.

Section 2

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

**GENERAL FUND EXPENDITURES:**

Mayor and Council	\$269,845
Administration	223,074
Finance Department	1,298,646
Municipal Services	2,221,228
Human Resources	434,882
Legal Department	1,313,540
Planning Department	714,518
Building Maintenance	702,899
Police Department	18,107,761
Fire Department	11,547,576
General Government	47,180
Streets / Engineering	5,170,563
Parks Department	2,617,467
Recreation Department	755,417
Building Inspection	1,004,364
<b>TOTAL GENERAL FUND EXPENDITURES:</b>	<u>\$46,428,960</u>



<b>SPECIAL REVENUE FUND EXPENDITURES:</b>	
Library Fund	\$1,796,065
Community Development Block Grant	550,372
Impact Fee Fund	769,000
Parks Capital Improvements	465,460
Annexation Fee Fund	175,000
Cemetery Fund	414,040
Cemetery Perpetual Care Fund	166,500
Jewett House	26,353
Reforestation/Street Trees/Community Canopy	120,000
Public Art Funds	461,300
<b>TOTAL SPECIAL FUNDS:</b>	<u>\$4,944,090</u>
<b>ENTERPRISE FUND EXPENDITURES:</b>	
Street Lighting Fund	\$658,900
Water Fund	12,306,910
Wastewater Fund	24,913,490
Water Cap Fee Fund	2,650,000
WWTP Cap Fees Fund	3,840,853
Sanitation Fund	4,562,297
City Parking Fund	1,718,619
Drainage Fund	2,121,738
<b>TOTAL ENTERPRISE EXPENDITURES:</b>	<u>\$52,772,807</u>
FIDUCIARY FUNDS:	\$3,276,235
STREET CAPITAL PROJECTS FUNDS:	1,400,000
DEBT SERVICE FUNDS:	878,408
<b>GRAND TOTAL OF ALL EXPENDITURES:</b>	<u><u>\$109,700,500</u></u>

### Section 3

That a General Levy of \$22,051,829 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, 2021.

### Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,500,453 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2021.

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 7, 2021.*

APPROVED by this Mayor this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

RESOLUTION NO. 21-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, RESERVING THE RIGHT TO RECOVER THE FORGONE INCREASE IN THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF \$700,738.00, PURSUANT TO IDAHO CODE 63-802(1)(f).

WHEREAS, the City Council of the City of Coeur d'Alene intends to budget less than the maximum allowable increase in the dollar amount of property taxes and to reserve the right to recover the forgone increase in the amount of \$700,738.00; and

WHEREAS, the City Council of the City of Coeur d'Alene has met the notice and hearing requirements in Section 63-802, Idaho Code, on reserving the right to recover the current year's forgone increase in a future fiscal year.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City is reserving its right to recover, in a future fiscal year, the forgone increase from the fiscal year 2021-2022 budget in the amount of \$700,738.00.

DATED this 7<sup>th</sup> day of September, 2021.

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Steve Widmyer, Mayor

ATTEST:

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Renata M. McLeod, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.