Coeur d'Alene CITY COUNCIL MEETING

July 5, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor Council Members McEvers, English, Evans, Gookin, Miller, Wood

WELCOME

To a Regular Meeting of the

Coeur d'Alene City Council

Held in the Library Community Room: 702 E. Front Avenue at 6:00 P.M.

AGENDA

VISION STATEMENT

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

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

July 5, 2023

- A. CALL TO ORDER/ROLL CALL
- B. INVOCATION: None Scheduled.
- C. PLEDGE OF ALLEGIANCE
- **D. AMENDMENTS TO THE AGENDA**: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. **Action Item.**

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

E. ANNOUNCEMENTS

- 1. City Council
- 2. Mayor
- **F. 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 June 20, 2023, and June 26, 2023, Council Meetings.
 - 2. Setting of General Services/Public Works meeting for July 10, 2023.
 - 3. Approval of Bills as Submitted.
 - 4. Approval of the Outdoor Eating Facility Encroachment Permit for Cornerstone Coffee and Sweets, LLC. located at 814 N. 4th Street.

As Recommended by the City Clerk

5. Approval of SS-20-08, Final Plat for Sebastion Tracts.

As Recommended by the City Engineer

6. **Resolution No. 23-054:**

- a. Approval of an Agreement with North Idaho College (NIC) to provide School Resource Officer (SRO) services for school years 2023- 2025.
- b. Approval of an Agreement with the Coeur d'Alene School District #271 to provide School Resource Officer services for school years 2023- 2025, a two-year contract.
- c. Approve the application and, if awarded, accept the CY 2023 Edward Bryne Memorial Justice Assistance Grant in the amount of \$30,054.

As Recommended by Police Chief White

G. 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.)

H. ADJOURNMENT

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



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

June 20, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on June 20, 2023, at 6:00 p.m., there being present the following members:

Dan Gookin

Woody McEvers

Amy Evans

Christie Wood

Kiki Miller

Dan English

) Member of Council Absent

CALL TO ORDER: Mayor Hammond called the meeting to order. Noting Councilmember Dan English as having an excused absence.

PLEDGE OF ALLEGIANCE: Councilmember Christie Wood led the pledge of allegiance.

PRESENTATIONS:

James Hammond, Mayor

Proclamation – Fire Department EMS Officer Steven Jones presented Life Safety Awards to the following; Amber Hollow, Lyle Hollow, Gabe Young, Officer Colton Grytness, Officer Matt Edwards, Officer Natalie Thomas and Supervisor Alan Winstead. He noted that on May 7, 2023 Dan Walk, survived a cardiac arrest, due to the selfless act of a young 12-year-old girl who found Dan unconscious and called for help. Several bystanders came to assist. Gabe Young, Amber and Lyle Hollow performed CPR until Police and EMS arrived. Two days later Dan walked out of the hospital thanks to the life-saving actions of these courageous people. Mayor Hammond thanked all for the quick reaction to saving Dan's life.

ANNOUNCEMENTS:

Councilmember Miller said she attended the joint government meeting today at NIBCA noting there was discussion on the health and quality of the aquifer and how building affects it. She mentioned that there are new projects wrapping up with the Housing and Growth Issues Partnership such as the ADU consolidation project and fundraising efforts. She also shared that the Garden District is hosting an open house tonight for the Idaho State Preservation Office to see if it qualifies for the National Register of Historical Places, which is the official national list of cultural resources worthy of preservation. She stated that on behalf of Mayor Hammond and the Coeur d'Alene City Council, they would like to lend their support and thank the Historic

Preservation Commission members and staff for their efforts in the Garden District nomination project. Neighbors, long time residents, newcomers and visitors alike treasure the historic places and quaint charm of Coeur d'Alene. They are very pleased that the homeowners in the Garden District are taking steps toward preserving the heart of Coeur d'Alene and keeping that charm and history alive and wish them continued success and appreciate all you have done for our beloved city.

Mayor Hammond announced that Municipal Services Director/City Clerk Renata McLeod has been working with ICCTFOA the Association for City Clerks/Treasurers. The association exists to provide education and certification to advance their skills. Renata has worked herself up to the State of Idaho Advanced Municipal Clerk designation. He stated that he wanted to recognize her efforts and expressed appreciation for her work.

Mayor Hammond requested the appointment of Mark Coppess, Tom Messina, and Lynn Fleming to the Planning Commission.

MOTION: Motion by Wood, seconded by Evans, to appoint Mark Coppess, Tom Messina, and Lynn Fleming to the Planning Commission. **Motion carried.**

CONSENT CALENDAR:

- 1. Approval of Council Minutes for the June 6, 2023, Council Meeting.
- 2. Approval of Bills as Submitted.
- 3. Approval of Financial Report.
- 4. Approval of a Cemetery Repurchase from Richard Webb for Section RIV, Block C, Lots 230, 229 in the amount of \$1,000.00.
- 5. **Resolution No. 23-045 A** RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, A SUBDIVISION IMPROVEMENT AGREEMENT, AN AGREEMENT TO PERFORM LANDSCAPE WORK, AND SECURITY FOR THE MAHOGANY LANE PLANNED UNIT DEVELOPMENT (S-5-21).

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-045**.

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

PUBLIC COMMENTS:

Tom Berobe, Coeur d'Alene, commented that the Council failed in representing the citizens of Coeur d'Alene by approving the Coeur Terre development based on the requirement that the developers would provide 5% of the development to workforce and affordable housing. He said at the February 21, 2023 City Council meeting Councilmember McEvers stated "affordable housing whatever that means." Mr. Berobe said the Council has an obligation to define what that means and yet again you all sat there silently and gave the Kootenai County Land Company a blank sheet of paper to define what affordable housing means. Mr. Berobe said, Brad Marshall representative

for the development stated the company will be investing two and a half billion dollars on this project and the Council asked no questions on how they arrived at the number. The Kootenai County Land Company is investing two and a half billion dollars then they are planning on making twenty-five billion in profits. If you do the math by dividing the twenty-five billion dollars by the proposed 2800 units you would find the average price per residence is nine million dollars. Mr. Berobe said he and his neighbors feel their trust within the Council has been displaced.

Justin O'Connell, Coeur d'Alene, made comments regarding the World Triathlon Corporation dba Ironman making a profit on taxpayer's money.

Timothy Brosious, Broomfield, CO representing the Ironman Group thanked the Council and is looking for approval for the next three years to host the 70.3 Ironman Race which would go through 2026. An impact study was completed by the University of Idaho that will be provided to the Council.

RESOLUTION NO. 23-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN EASEMENT AGREEMENT WITH JSBC DEVELOPMENT COMPANY, INC., FOR AN UNDERGROUND STORMWATER PIPE TO REDUCE THE VOLUME OF STORMWATER THAT DISCHARGES INTO LAKE COEUR D'ALENE.

STAFF REPORT: City Engineer Chris Bosley explained that the City is currently constructing the stormwater outfall volume reduction project, located at Sander's Beach/Tubbs Hill area. The requested Easement will allow for the installation of a pipe that would allow excess stormwater flows from extremely large rainfall events to discharge to the existing outfall.

Councilmember Gookin, asked without the easement where would the water go? Mr. Bosley said they would have to detour the water into the dry wells at the north end of the parking lot back into the manhole. Mr. Gookin questioned why that was not in the original plan. Mr. Bosley stated he believes the consultants had no idea that the City didn't own the land when the parking lot was constructed.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-046** – Approving an Easement Agreement with JSBC Development Company, Inc. for placement of an underground stormwater pipe.

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

RESOLUTION NO. 23-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WEST ARCHITECTS FOR PHASE TWO, PERMITTING, BIDDING, AND

ADMINISTRATION, OF THE STREETS & ENGINEERING BUILDING REMODEL PROJECT.

STAFF REPORT: Street and Engineering Director Todd Feusier noted that the Streets & Engineering Department Maintenance Building on Ramsey Road was constructed in 1990. Professional Services Contract with Design West, in an amount not to exceed \$49,000.00, was approved on January 3, 2023. The proposed amendment, for Phase Two of the remodel project, will include: administration of the process for building permit applications; assistance with the project bidding process to attain a qualified contractor; site visits up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications. As a sub-consultant, they will include the services of Kartchner Engineering and KWR Electrical Engineers to provide plumbing, HVAC, and electrical drawings for the project. Costs are as follows: Permitting & Bidding \$5,100.00; Construction Administration \$39,600.00, equaling a not-to-exceed price of \$44,700.00. He noted the project has been budgeted in FY 22-23 in the amount of \$1,000,000, including construction costs.

Councilmember McEvers asked if the restrooms will be upgraded. Mr. Feusier stated that all the restrooms would be upgraded with new fixtures and opted to go with stained concrete versus flooring tile as it is less costly and easy to maintain. Mr. McEvers asked if the plans included an elevator and Mr. Feusier said that there will not be an elevator as the proposed plan meets the ADA requirements. Mr. McEvers asked where would current staff reside when construction starts and Mr. Feusier stated they have a secondary building they can crowd into. Councilmember Gookin asked how much an elevator would cost. Mr. Feusier stated it would be half the budget at \$500,000.00.

MOTION: Motion by McEvers seconded by Evans, to approve **Resolution No. 23-047** – Approving an Amendment to the Contract with Design West for the Streets and Engineering Remodel project.

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

RESOLUTION NO. 23-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, POE ASPHALT PAVING, INC., FOR THE 2023 OVERLAY PROJECT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED TEN THOUSAND EIGHT HUNDRED FORTY-SEVEN AND 50/100 DOLLARS (\$1,410,847.50).

STAFF REPORT: Street and Engineering Director Todd Feusier explained that the asphalt surfaces on Ramsey Road and Northwest Boulevard have deteriorated over the years and are in need of maintenance. The Streets & Engineering Department created a project to mill the existing surface and replace it with a new asphalt surface, prolonging the life of the corridor that receives over 30,000 trips/day. The project included a base bid for the area of Northwest Boulevard around the I-90 interchange and an add alternate bid for Ramsey Road between Hanley Avenue and

Kathleen Avenue. The project was formally bid on June 13, and the lowest responsive bidder was Poe Asphalt and Paving, Inc. with a base bid of \$753,730.00, add alternate of \$657,117.50 for a total of \$1,410,847.50. The project will be funded with the current overlay/chip-seal budget and \$300,000 from State Highway User Fees. Additionally, the City is working with the Idaho Transportation Department on a cost-share agreement since the area around the I-90 interchange is within their jurisdiction.

Councilmember Gookin asked when Atlas Road will be repaved with Mr. Feusier stating that it would be next year. Councilmember Wood asked when this project will start with Mr. Feusier noting it would begin at the end of this week and completed before Fall. Councilmember Miller asked if street closures for construction are posted on the city website. Mr. Feusier said not at this time but is working toward that in the future, currently, they use message boards and Facebook to get the word out to citizens. Councilmember McEvers asked if this section would be ground down, with Mr. Feusier confirming that it would be ground which reduces the cost. For a period of time vehicles will have to drive on gravel.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-048** – Approving an Agreement with Poe Asphalt Paving, Inc. for the 2023 Overlay Project.

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

RESOLUTION NO. 23-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A STATE-LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT (ITD) FOR THE 2023 OVERLAY PROJECT.

STAFF REPORT: Mr. Bosley noted that this agreement was referenced under the Overlay bid award item. He explained that some of the area between North Ramsey Road and Northwest Boulevard are partially within Idaho Transportation Department's (ITD) jurisdiction; therefore, ITD has agreed to contribute \$400,000 toward the project. A State-Local Agreement is required by ITD in order to transfer the funding to the City. Poe Asphalt Paving, Inc., was the low bidder on this Project. The base bid encompassed the Ramsey/Northwest Boulevard corridor between Appleway Avenue and Lakewood Drive and totaled \$753,730.00. This is the section that is the object of ITD's contribution. In addition, there was an Add Alternate for a section of Ramsey Road from Hanley Avenue to Kathleen Avenue, for a total of \$657,117.50. The grand total for the entire project is \$1,410,847.50.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-051** – Approving a State-Local Agreement with the Idaho Transportation Department (ITD) for the 2023 Overlay Project.

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

RESOLUTION NO. 23-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE TERMINATION FOR CONVENIENCE OF THE CONTRACT WITH LARIVIERE, INC., FOR THE TRANSMISSION LINE – CENTENNIAL TRAIL SECTION PROJECT.

STAFF REPORT: Assistant Water Director Kyle Marine explained that the 2012 Water Comprehensive Plan identified deficiencies in supply/capacity in the General Zone. It was also determined that a new source, or sources, capable of pumping 4000 gallons per minute would be required to adequately supply the General Zone. In 2021, the Council accepted the bid, and awarded a contract to, LaRiviere, Inc., for the installation of a new 18-inch water transmission main. Recently, due to circumstances outside of the City's control, LaRiviere determined that it was unable to complete the project by July 15, the Water Department's target date, in order to meet summer demands. In response, the Department, in consultation with the engineer on the Project and the Legal Department, decided that the only viable alternative was to terminate the LaRiviere contract "for convenience," to put the remaining portion of the Project out to bid, and to hire a new contractor to complete the Project by July 15. Termination for convenience is specifically provided for in the contract. Under the current contract, the City will pay LaRiviere for its work to date, together with certain costs and expenses to be determined. He noted that they have another contractor recommended to complete the project is under another agenda item.

Councilmember McEvers asked how do they get it under the bridge and Mr. Marine explained that it goes underneath the bridge on Atlas Road as it is city-owned property and not ITD. Councilmember Miller stated that the contract referenced other expenses so were there liquidated damages that came out of the amount of money that LaRiviere was paid that covers any work that had to be done? Mr. Marine said they will be paid for any work that has been done. Councilmember Miller asked if the new contract would exceed the original amount allocated for this project. Mr. Marine said it would not.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-049** – Approving the termination of a Contract for the CDA Transmission Project, with LaRiviere, Inc. for convenience.

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

RESOLUTION NO. 23-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING A CONTRACT FOR THE COEUR D'ALENE WATER DEPARTMENT TRANSMISSION LINE – CENTENNIAL TRAIL SECTION TIE-IN

TO NORTH FORK LAND DEVELOPMENT, LLC IN AN AMOUNT NOT TO EXCEED \$34,460.00.

STAFF REPORT: Mr. Marine explained that this is the continuation of his early item, noting that he solicited informal bids for the completion of the CDA Water Transmission line -Centennial Trail section. Two responses were received with North Fork Land Development, Inc. providing the lowest response at \$34,460.00. It is a priority to complete this line in order to meet summer demands and recommends approval of the Contract with North Fork Land Development Inc., noting the department has funds within the capitalization fee line item.

DISCUSSION: Councilmember Gookin asked if the 33% reduction in pipe size would affect the water pressure. Mr. Marine stated that it would; however, the department has an option to utilize an existing well with a method to prevent overcharge of the system. Councilmember Gookin asked when the rest of it would be completed. Mr. Marine said they are looking at completing a portion this fall or later this year, depending on the size of ITD's expansion. Councilmember Gookin shared that ITD is expanding I-90 to three lanes and improving the off-ramp to Northwest Blvd to make it a smooth transition.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-051** – Approving a Contract with North Fork Land Development, LLC for the completion of the CDA Water Transmission line - Centennial Trail Section Project.

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

RESOLUTION NO. 23-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE SECOND AMENDMENT TO THE HOST VENUE AGREEMENT WITH THE WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR THE IRONMAN®-BRANDED TRIATHLON EVENTS, TO INCLUDE 70.3 EVENTS IN 2024, 2025, AND 2026, SETTING THE DATES THEREOF, AND ADJUSTING THE PAYMENT THEREFORE.

STAFF REPORT: City Administrator Troy Tymesen noted that the City began its relationship with IRONMAN in 2003. The participants and spectators have brought a great financial benefit to the businesses and citizens of the City. The most recent Agreement was entered into in 2019, for a three-year term that contained one full triathlon (140.6 miles) in 2021, and two half triathlons (70.3 miles). Coeur d'Alene is considered one of the most desirable locations for the IRONMAN events. As a result, the World Triathlon Corporation requested a full triathlon in 2023, in place of the half triathlon, and Council approved an amendment to the Host Agreement to that effect. The proposed Second Amendment to the Host Venue Agreement is supported by the Downtown Association and the Chamber of Commerce. It will provide for 70.3 (half triathlon) events in 2024, 2025, and 2026, setting the tentative dates thereof, and reduce the fee paid by NISC to the World Triathlon Corporation to \$15,000. It is estimated that the cost to the City for the 2024-2026

IRONMAN events, based on past IRONMAN events, will be approximately \$28,000 for each of the 70.3-mile races.

Councilmember Evans stated she has benefited from the full Ironman twice and her husband once and confirms it is a fantastic event. Ms. Evans asked why the contract for the three years is for the 70.3 events versus the 140.6? Mr. Tymesen explained that part of the consideration was that Lake Coeur d'Alene doesn't warm up quickly and is not a great situation for participants, in addition to road impacts, and less training required for the participants with the smaller event. Councilmember Gookin said that when this came up last year he asked to have the Council involved in reviewing the Contract and that did not happen. He asked if the \$28,000.00 a year the city is obligated to pay is for public safety and parks. Mr. Tymesen said it is for Fire and Police overtime. Mr. Gookin said that this event is a for-profit, not a non-profit such as Car d' Lane or the Street Fair, and feels they should have to reimburse the City for the cost of the overtime. Councilmember Wood agreed the overtime should be funded by the Ironman event. Councilmember McEvers stated he looked at the fee as a balance because the event brings in \$12 Million dollars to the local businesses. Councilmember Evans would like to see the Impact Study and asked how the smaller event compares to the larger event. Mr. Tymesen explained that the larger event brings more spectators and stays are longer, which generates more gross dollars. The Ironman Foundation gives approximately \$20,000 to \$25,000 back to the non-profits that are help with the event. Mr. Brosious, representative of the Ironman Group, said a big change this year is that the Expo is open to local food vendors. He agreed to pay the \$28,000 for City overtime for the event.

MOTION: Motion by Gookin, seconded by Wood, to approve Resolution No. 23-050 – Approving the Second Amendment to the Host Venue Agreement with the World Triathlon Corporation (IRONMAN®) and the North Idaho Sports Commission (NISC) with the modification that the contract would include the reimburse of the City for overtime for public safety in the amount of \$28,000.

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

RESOLUTION NO. 23-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH PECK & PECK EXCAVATING, INC., FOR SITE DEVELOPMENT AND LANDSCAPING IMPROVEMENT AT THE NEW MUSEUM OF NORTH IDAHO SITE IN THE AMOUNT OF \$596,400.00.

STAFF REPORT: Parks and Recreation Director Bill Greenwood noted that a formal bid opening was conducted on June 15, 2023. The project includes site development and landscaping on city-owned land around the Museum of North Idaho. The JC White House improvements/renovations are privately funded. The available Ignite funding for the site development & landscape enhancement is \$611,000 and the City of Coeur d' Alene is providing staff time to help with the management of the project. Two bids were received with Peck & Peck Excavation, Inc. providing the lowest responsive bid in the amount of \$596,400.00.

MOTION: Motion by Wood, seconded by Evans, to approve **Resolution No. 23-051** – Approving a Contract with Peck & Peck Excavating, Inc. for the Museum of North Idaho Site Development Project.

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

RECESS: Motion by McEvers, seconded by Evans to recess to June 26, 2023, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Fiscal Year 2023-2024 Budget. **Motion carried.**

The meeting adjourned at 7:31 p.m.			
ATTEST:	James Hammond, Mayor		
Kelley Setters Deputy City Clerk			

MINUTES OF A CONTINUED MEETING OF THE COEUR D'ALENE, IDAHO, CITY COUNCIL HELD IN THE LIBRARY COMMUNITY ROOM June 26, 2023, AT 12:00 P.M.

The City Council of the City of Coeur d'Alene met in continued session of said Council in the Library Community Room held at 12:00 p.m. on June 26, 2023, there being present upon roll call a quorum.

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

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

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

OVERVIEW: City Administrator Troy Tymesen said 78% of the City's General Fund was in personnel costs as the City was a service business. He said a few great things included in the proposed financial plan (Plan) was a strong Health Benefits Trust (Trust) which was a \$6.7 million package and included medical, dental, employee assistant program, no-cost group life and long-term disability, and VEBA benefits. He said Trustees had done a great job managing the trust, and team members who had kept watch of their health had contributed to a lower exposure to the Trust. He mentioned that some numbers were still preliminary as the new growth data would be received from the County in late July. He said no action was necessary at this time. Additionally, he noted the proposed Plan included the 3% property tax option. He said the Plan contained no new positions, yet did include two (2) firefighter-paramedic positions which were previously approved and being paid by Kootenai County Emergency Medical Services System (KCEMSS). He noted last year's Plan had six (6) new positions that were not filled, and he had advised to remove them in this year's Plan. He said this year's Plan included a 3% increase to property taxes, and the levy rate proposed was the same as last year and although property values had increased, levy rates were going down and were not keeping pace. He said the Plan's year-over-year changes in capital expenses were reduced by \$3.2 million and it was normal for capital expenses to fluctuate from year to year. He noted the increased use of Fund Balance was concerning as much of the City's expenses were ongoing and not one-time expenses. He said a highlight in the Plan was \$2.8 million dedicated to road improvements. Mayor Hammond asked if taking the 3% property tax was influenced in regard to the lower levy rate and would the net effect

result in no real increase in taxes, with Mr. Tymesen responding the levy rate was mostly affected by new construction and the City wouldn't know the totals until the average assessed value was determined by the County Assessor. Mayor Hammond mentioned he had seen a 7% reduction in assessed value on his home and wondered if anyone else had seen the same. Councilmember English noted he lived in Coeur d'Alene Place, and properties had been assessed at a lower amount than the previous year and would likely see a small reduction in upcoming property taxes owed, and was supportive of the City taking the 3% property tax levy this year. Councilmember McEvers said the 3% property tax levy equaled \$765,000 and if that amount could be taken from Fund Balance, with Mr. Tymesen responding it wasn't advisable to use Fund Balance to pay for ongoing expenses.

STAFF PRESENTATION: Comptroller Vonnie Jensen's presentation included the following highlights:

- 2 Firefighter-Paramedic Positions Paid Through KCEMSS
- Removing Six (6) Positions (Which Were Added In Previous Budget) Resulting In A Decrease Of \$483,000 from the Current Year's Plan.
- 3% Property Tax Revenue Increase
- Total Increase to Revenues of \$209,000
- Increase to Wages/Benefits of \$2.2 Million
- \$2.1 Million Increase in Use of Fund Balance
- Reduction of \$3.2 in Capital Outlay
- 3% Health Insurance Premium Increase
- Cost of Living Adjustments (COLA) Fire 3%, Police 4.5%, LCEA/Exempt Estimated at 4%

Councilmember Gookin suggested the COLA for LCEA be overestimated, with Ms. Jensen mentioning that each 1% contract increase equaled \$100,000. Councilmember Wood mentioned that LCEA received an additional 2.5% over contract last year.

Ms. Jensen noted that \$1.6 million was budgeted using previously approved American Rescue Plan Act (ARPA) funds and the remaining \$450,000 of ARPA funds could be used for capital purchases listed as Undesignated instead of using Fund Balance. She said the large swing in this year's Plan was in using Fund Balance to balance the budget. Councilmember Gookin asked what the annexation transfer fund referenced, and could the \$1 million received for the Coeur Terre annexation be used to help balance the budget. Ms. Jensen said there was approximately \$1.3 million in the annexation fund and it was not advisable to use one-time monies to fund the budget. Councilmember English asked if the late property tax interest and penalties monies due from the County were included in the Plan, with Ms. Jensen responding the roughly \$70,000 was included and they were hopeful they would receive them. She noted Highway User Fees of \$3.2 million were included, and new House Bill 354 projections would add \$990,000 to the Streets Capital Projects Fund for a total of \$4 million and must be used on street projects and maintenance. She said HB 354 revenue would be directed to the Streets Capital Users Fund instead of going into the General Fund and being transferred at a later time. She said the increase of \$2.2 million in personnel expenses included COLA increases, public safety PERSI rate increases and general employee rate decreases. Councilmember Gookin asked if new positions or vacancies were estimated at the top tier wage rate, with Ms. Jensen responding they were not. Councilmember Miller asked if there had been any discussions on retirement buyouts, with

Council Workshop Minutes: June 26, 2023 Page 2

Mr. Tymesen and Human Resources Director Melissa Tosi responding there were not a significant number of employees who would be eligible and therefore wage savings would be minimal.

Councilmember Miller asked how long the eliminated six (6) positions had been requested, with Streets and Engineering Superintendent Todd Feusier responding the previous Streets Director had been trying for additional heavy equipment operator positions for many years, and the electrician apprentice had been requested last year in order to help with utility locates for the IT staff. Mr. Tymesen said the Communications Specialist position was not supported by the previous Mayor, and Mayor Hammond said he and the current Council were in support. Municipal Services Director Renata McLeod said the Department Specialist position has been on the books for at least 34 years in her department, but was vacant this year, and was traded for the IT Technician position which was needed moving forward. She hoped that the Department Specialist position could be funded in the near future. Police Chief White said an IT liaison position was currently being done by a Ppolice Lieutenant and he was hoping to fill the position with an IT person which would be at a lower cost. City Attorney Randall Adams said the prosecutor position was very much needed as they were trying to keep up with over 2,000 cases each year. Parks Director Bill Greenwood said his department had reorganized and cross-trained and would not need to fill the Administrative Assistant position at this time.

Councilmember Gookin asked what the \$250,000 in overlay was being used for, with Mr. Feusier responding they were using the funds to improve additional roads. Councilmember Wood asked if \$500,000 from ARPA was used instead of Fund Balance could smaller capital expenses be paid out of the General Fund, with Ms. Jensen responding some of the capital expenses could be paid with the one-time ARPA funds. Councilmember Miller asked if more annexation funds could be used in the interim until the tax rolls increased from the development, with Mr. Tymesen responding the transfer had increased from previous years in order to balance this year's budget. He noted after the current annexation fund transfer, less than \$500,000 would be remaining. Ms. Jensen said using Fund Balance and Annexation Fund transfers were not sustainable. Mayor Hammond explained the reason for the budget workshop was to give Council an opportunity to contribute in the budget development and it would be difficult to bring new requests forward without making cuts to existing expenses.

Ms. Jensen said sales taxes were projecting at even levels. She said the sales tax numbers would come in next fiscal year and new growth data in early August. She said the State Legislature had moved some sales taxes into Highway User Revenue. Councilmember Gookin said he would like to know how property taxes would be impacted by the Sales Tax Relief Fund and would like the information before the City takes the 3% property tax levy. Councilmember English mentioned the State Legislature had been offering tax relief measures for the past few years and expected they would do something again this year since they continued to have a significant surplus in their budget. Mayor Hammond noted if they were projecting a flat sales tax, they may not have a surplus in the coming year.

Councilmember Miller asked if foregone taxes could be requested, with Ms. Jensen responding forgone could not be used unless the 3% was taken and then only an additional 1% was allowed for a total of 4%. She noted for capital expenses, the city could request taking a special 3% but a project would have to be identified.

Councilmember McEvers asked if Urban Renewal was included or was it now shown in the regular tax amounts. He asked if staff had been incentivized not to spend all funds in department budgets, with Ms. Jensen responding departments were good stewards of their budgeted funds.

Councilmember Miller said the City may need to look at justifying programs and eliminating outdated programs/functions that were no longer be needed. She requested using \$450,000 of the remaining ARPA funds as follows: \$275,000 be committed to the Health Care Tiny Home Campus program for health care professionals; \$125,000 for the Lake City Playhouse to help them fund their reopening; and \$50,000 for the Idaho Disaster Dogs program to be used to fund the purchase, training, transport and maintenance of two (2) search and rescue dogs to be used by the CDA Fire Department who has two dogs near retirement age. Mr. Tymesen said there was time to talk about the use ARPA funds and that housing had been previously earmarked as a possible use of the funds. He said the closed Lake District Urban Renewal taxes now were included in general property taxes and the funds received this fiscal year went towards street improvements. Councilmember Miller said that historically Police Department position requests had been fully funded and it may now be time to focus on other City departments which hadn't been approved at the same levels. She noted it would be important to look for potential revenue streams. Councilmember Gookin said he would like to keep the \$250,000 in the budget for the chipseal projects. Councilmember McEvers said the construction standards should be raised so that the roads would last longer. Mayor Hammond mentioned chipsealing the year following road installation would go a long way toward helping the roads last longer. Mr. Feusier said they had discussed installing a thicker mat at installation and chipsealing much sooner. Councilmember Gookin mentioned KMPO was proposing a multi-agency Traffic Management Center which would require the City to pay for a portion of ongoing staffing costs. Chief White said he had requested ITD adjust traffic signals many times and they always denied his request. He said ITD must be monitoring traffic already in order to make traffic flow decisions.

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

The meeting adjourned at: 1:33 p.m.	
ATTEST:	James Hammond, Mayor
Sherrie L. Badertscher	
Executive Assistant	



City of Coeur d'Alene

Municipal Services Department

City Hall, 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814 (208)769-2229 or Fax (208)769-2237 ksetters@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION Valid March 17 – Nov 1 Annually

New applications or renewals with changes will be submitted to City Council for approval.

The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (first and third Tuesday of each month). Payments are due with the application.

Please mark the appropriate seating location below:

[] Seating on Private Property	Seating on Public Right of Way *Encroachment Permit and additional insurance required
Name of Eating Establishment: Corners tone Applicant's Name: Turzan Lesterberg Contact Person: Turzan or Suzu Croslay Cell Phone: Mailing Address: 814 N 44 St Physical Address: Same	Coffee and Sweets LLC Phone Number: 208 691 7285 Phone Number: 253 3/5-5568 Email: Twzah L/3 @ gmau City/State/Zip: COA, 10 83814 City/State/Zip:
Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served?	No EYes Og aured, dissolved, then Please specify No [] Yes Same name. No MA [] Yes
Please supply a proposed site/seating plan, which is subjection [] Show table sizes and chair placement, distance from become	puilding (side street 24" tables maximum). ycle rack, news rack, etc. I of cigarette remains. ertificate of Liability Insurance naming the City as

	FEES
Number of Seats x \$22.13 per seat (Sewer Cap Fee) *Fee required if not previously included in your or	riginal sewer rate seat count.
If located on sidewalk or City property, the encroachm	,
	* TOTAL DUE \$ 302.04
If this is new or a renewal of permit with any changes following, if within City sidewalk or City-owned propert	to site plan or ownership, submit documentation. Please include ty :
If serving alcohol, submit a site plan in measurements from posts, and barrie	indicating proposed location of posts, type of barrier between pos ers to any obstacles including curbs, trees, grates, benches, etc.
Mark sidewalk for placement of posts installation	s and have the City team inspect and approve markings prior to
Have sidewalk cored and posts instal Council approval (see attached policy	lled with caps for winter, at owners expense, after obtaining City y)
Signs installed at exits	
I have read the outdoor eating policy, and agree to abalcohol may be served at outdoor eating tables placed. Appricant Signature	Le /13 /2023 Date
I have read the outdoor eating policy, and agree to abalcohol may be served at outdoor eating tables placed. Appricant Signature	d on City property after 10 p.m.
I have read the outdoor eating policy, and agree to abalcohol may be served at outdoor eating tables placed. Appricant Signature	d on City property after 10 p.m. Le /13 / 2s23 Date ternal Use Only
I have read the outdoor eating policy, and agree to abalcohol may be served at outdoor eating tables placed. Appricant Signature	d on City property after 10 p.m. Le /13 / 2s23 Date ternal Use Only By:

CITY COUNCIL STAFF REPORT

DATE: July 5, 2023

FROM: Dennis Grant, Streets & Engineering Project Manager SUBJECT: SS-20-08, Sebastion Tracts: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

HISTORY

a. Applicant: Prodigy Capital Investments, LLC

P.O. Box 3197

Coeur d'Alene, ID 83816

b. Location: 2201 E. Coeur d'Alene Avenue (North side of the intersection of 22nd Street &

Coeur d'Alene Avenue)

c. Previous Action:

1. Preliminary plat approval, September 29, 2020

FINANCIAL ANALYSIS

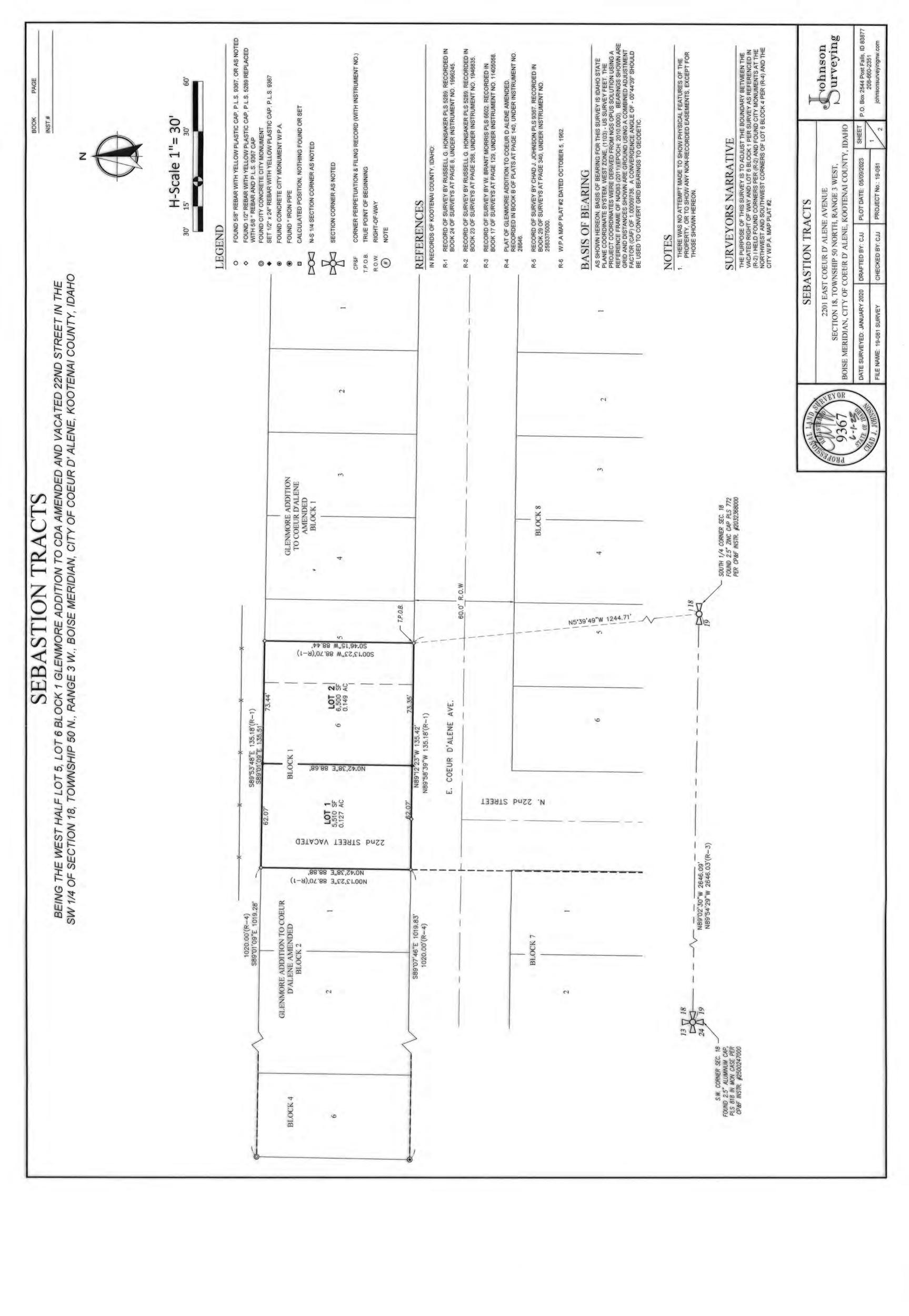
There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of the West Half Lot 5, Block 1 Glenmore Addition to CDA Amended subdivision and vacated 22nd Street located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments. All remaining conditions will be taken care during the building permit process; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document



SEBASTION TR BEING THE WEST HALF LOT 5, LOT 6 BLOCK 1 GLENMORE ADDITION TO SW 1/4 OF SECTION 18, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN,	N TRACTS INST# TION TO CDA AMENDED AND VACATED 22ND STREET IN THE RIDIAN, CITY OF COEUR D'ALENE, KOOTENA! COUNTY, IDAHO
OWNER'S CERTIFICATE	VICINITY MAP
KNOW ALL MEN BY THESE PRESENTS: THAT PRODIGY CAPITAL INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWN'S THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "SEBASTION TRACTS": SAID PARCEL OF LAND BEING THE WEST HALF OF LOT 5 AND LOT 6 OF BLOCK 1 PER THE PLAT OF GLENMORE ADDITION TO CDA "AMENDED" RECORDED IN BOOK "B" OF PLATS AT PAGE 140, RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BEING MORE PAGE 140, RECORDS OF KOOTENAI COUNTY, AND THE VACATED 22ND STREET RIGHT OF WAY INSTRUMENT NUMBER 1834632 RECORDS OF KOOTENAI COUNTY, IDAHO BEING MORE PAGE 140, RECORDS OF KOOTENAI COUNTY, IDAHO BEING MORE	PENNSYLVANIA AVE
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEING A FOUND 2.5" ZINC CAP ON DRILL STEEL PER CP&F INSTRUMENT NUMBER 2032368000 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 18 BEING A FOUND 2.5" ALUMINUM CAP PLS 818 IN MONUMENT CASE BEARS N 89°02'30" W A DISTANCE OF 2646.09 FEET. THENCE, N 05°39'49" W A DISTANCE OF 1244.71 FEET TO A FOUND 1/2" REBAR NO CAP REPLACED WITH A 5/8" REBAR AND PLS 9367 CAP ON THE NORTH RIGHT OF WAY OF EAST COEUR D'ALENE ALENE AVENUE SAID POINT BEING THE TRUE POINT OF BEGINNING.	WALLAGE AVE WALLAGE AVE
THENCE, ALONG SAID NORTH RIGHT OF WAY, N 89°12'23" WA DISTANCE OF 135.42 FEET TO A FOUND 1/2" REBAR PLS 5289 CAP REPLACED WITH A 5/8" REBAR AND PLS 9367 CAP; THENCE, LEAVING SAID RIGHT OF WAY ALONG THE WEST LINE OF THE VACATED 22ND STREET, N 00°42'38" E A DISTANCE OF 88.88 FEET TO A FOUND 1/2" REBAR PLS 5289 CAP THENCE, ALONG THE NORTH LINE OF SAID BLOCK 1, S 89°01'09" E A DISTANCE OF 135.51 FEET TO A FOUND 1/2" REBAR PLS 5289 CAP REPLACED WITH A 5/8" REBAR AND PLS 9367 CAP; CAP;	CODA AVE SHERMAN AVE SHERMAN AVE
EMENTS, RIGHTS-OF-WAY,	BANGROT AVE
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COUNTY OF KOOTENAL THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 15 DAY OF THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS LC. MANAGERS / MEMBERS OF PRODIGY CAPITAL INVESTMENTS LLC.	KOOTENAI COUNDY TREASURER , Deputy Tragosunar
NOTARY PUBLIC: MATTING & Thomas & Thomas OF The Parish A P. C. WOLLD WHITE A P. C. WOTARY PUBLIC: MATTING OF A P. C. WOLLD WHITE A P. C. WOTARY PUBLIC: MATTING OF A P. C. WOLLD WHITE A P. C. WOTARY PUBLIC: MATTING OF A P. C. WOTARY PUBLIC: MATTING OF A P. C. WOLLD WHITE A P. C. WOTARY PUBLIC: MATTING OF A P. C. WOLLD WHITE A	ECORDE
ST. L.	IN BOOK OF PLATER AND TRUES IN STRUMENT NO.
Thursday.	JIM BRANNON, KOOTENA! COUNTY RECORDER
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING (CITY OF COEUR D'ALENE) AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.	COUNTY SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS DAY OF
HEALTH DISTRICT SIGNATURE: PORTE: DOTE: DO	RODNEY E. JONES PLS 12463 KOOTENAI COUNTY SURVEYOR
CITY COUNCIL APPROVAL THIS PLAT IS HERERY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE IDAHO, THIS DAY OF	12463 TO TOWN OF THE OF
	SURVEYOR'S CERTIFICATE 1, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME. OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED. IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.
01	
CITY ENGINEER APPROVAL HERBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT, THIS ST. DAY OF 10.10.	SEBASTION TRACTS
CHRISTOPHER W. BOSLEY CITY OF COEUR D'ALENE, ENGINEER	SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENA! COUNTY, IDAHO
	0 5

RESOLUTION NO. 23-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH NORTH IDAHO COLLEGE (NIC) TO PROVIDE SCHOOL RESOURCE OFFICER (SRO) SERVICES FOR SCHOOL YEARS 2023 – 2025; AND AN AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT #271 TO PROVIDE SCHOOL RESOURCE OFFICER (SRO) SERVICES FOR SCHOOL YEARS 2023 – 2025; AND AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT A CY 2023 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE PURCHASE OF 10 GETAC LAPTOPS FOR A TOTAL AWARD REQUEST OF \$30,054.00.

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

- A) Agreement with North Idaho College (NIC) to provide School Resource Officer (SRO) services for school years 2023 2025;
- B) Agreement with the Coeur d'Alene School District #271 to provide School Resource Officer (SRO) services for school years 2023 2025;
- C) Authorizing the Police Department to apply for and, if awarded, accept a CY 2023 Edward Bryne Memorial Justice Assistance Grant for the purchase of 10 GETAC laptops for a total award request of \$30,054.00;

AND

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

NOW, THEREFORE,

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

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

DATED this 5th day of July, 2023.

	James Hammond, Mayor		
ATTEST:			
Renata McLeod, City Clerk			

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

CITY COUNCIL STAFF REPORT

DATE: JULY 5, 2023

FROM: CAPTAIN DAVE HAGAR, POLICE DEPARTMENT

SUBJECT: SCHOOL RESOURCE OFFICER AGREEMENT FOR SCHOOL YEARS

2023-2025, 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 2023- 2025.

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 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, not to exceed \$98,862.80 for the first year, and \$101,828.69 for the second year.

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 2023- 2025.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS NORTH IDAHO COLLEGE FISCAL YEARS 2023-2024 and 2024-2025

THIS AGREEMENT is entered into this <u>22ND</u> day of <u>Tune</u>, 2023, 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 \$98,862.80 for 2023-2024 and \$101,828.69 for 2023-2024, 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 2023-2024 and 2024-2025 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, 2025, 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 22 day of 1023, pursuant to Resolution No. 23-___, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE	NORTH IDAHO COLLEGE			
By: James Hammond, Mayor	By: Nick Swayne, President			
Attest:	Attest:			
	Downon /			
Renata McLeod, City Clerk	Shannon Goodrich, Clerk of the Board			

CITY COUNCIL STAFF REPORT

DATE: JULY 5, 2023

FROM: CAPTAIN DAVE HAGAR, POLICE DEPARTMENT

SUBJECT: SCHOOL RESOURCE OFFICER CONTRACT FOR SCHOOL YEARS

2023-2025 WITH SD271

DECISION POINT: The Police Department requests approval of the attached contract with the

Coeur d'Alene School District #271 to provide School Resource Officer services for school years 2023- 2025, a two-year contract.

HISTORY: The City has maintained a contract the Coeur d'Alene School District to provide School Resource Officer for several years in a collaborative effort to ensure the safety of the students and staff.

FINANCIAL ANALYSIS: The Coeur d'Alene School District agrees to pay 67% of nine months' salary and benefits of eight (8) officers to be paid quarterly in equal installments. This percentage is unchanged from the previous contract.

PERFORMANCE ANALYSIS: This partnership with the Coeur d'Alene School District is extremely valuable and demonstrates our commitment to keeping our students safe. The contract has no material changes, with the only notable change being the addition of Northwest Expedition Academy to the list of the elementary schools.

DECISION POINT: The Police Department requests approval of the attached contract with the Coeur d'Alene School District to provide School Resource Officer services for school years 2023-2025.

AGREEMENT BETWEEN THE

COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS FOR THE DISTRICT'S FISCAL YEARS 2023-2025

THIS AGREEMENT is entered into this 5th day of July, 2023, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, 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 high school, middle school, and elementary school campuses is an essential element for a positive educational environment and the DISTRICT lacks the specialized skills and resources to adequately meet these needs; and

WHEREAS, the safety and well-being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, 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 school campuses, 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 on the police department, the criminal justice system, gang intervention and prevention, 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 eight (8) School Resource Officers (SROs) in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses located in the City of Coeur d'Alene; in the event the SRO is absent for any reason, layered coverage will be maintained by another officer(s), and DISTRICT officials will be notified in a timely manner; and

- 2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and
- 3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 8 elementary schools: Borah, Bryan, Fernan, Northwest Expedition Academy, Ramsey, Skyway, Sorensen, and Winton. SROs will investigate youth-related criminal cases, continue to work with community agencies and parent/teacher groups, 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 officers attend various sporting events and other extracurricular 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; and
- 6. CITY agrees to work with the DISTRICT to ensure that all SROs comply with all use and disclosure requirements regarding "education records" and "personally identifiable information" imposed by the Family Educational Rights and Privacy Act (FERPA).

II. RESPONSIBILITIES OF DISTRICT

- 1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
- 2. DISTRICT 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. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the school to which they are assigned.
- 4. DISTRICT agrees to pay all school-related overtime for the School Resource Officers for events outside the regular school day.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at all elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The SROs are employees of the City of Coeur d'Alene as "employee" is defined under Idaho Code § 6-902(4).

The CITY shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self-insurance as the case may be for 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 Officers, including, but not limited to, bodily injury or death, property damage, or alleged Civil Rights violations.

The DISTRICT shall maintain liability insurance, or self-insurance as the case may be for any claims under the Idaho Tort Claims Act, or any other claim, arising out of the negligent acts or omissions of DISTRICT, its employees, agents, and students, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

The DISTRICT 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. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the DISTRICT 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, DISTRICT agrees to pay and CITY agrees to accept in full payment therefor the amount of sixty-seven percent (67%) of nine (9) months' salary and benefits of eight (8) School Resource Officers to be paid quarterly in equal installments. Overtime, as agreed upon under sections II and III, will be paid quarterly as billed.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

- 1. The term of this Agreement shall remain in effect for the 2023-2024 and 2024-2025 public school fiscal years.
- 2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
- 3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
- 4. The parties shall make reasonable efforts to meet from time-to-time during the term of this Agreement in order to evaluate the program prior to deciding whether to continue.

5. In the event that the parties do not have a writing as contemplated in subsection 2 above to continue the Agreement after its expiration as contemplated in subsection 1, above, this Agreement will continue quarterly until the Agreement is either amended or renewed (per subsection 2) or is terminated (per subsection 3).

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the venue for any litigation disputes regarding, or interpretation of, this Agreement shall be initiated exclusively in Kootenai County, 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 DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representatives on the 5th day of July, 2023, pursuant to Resolution No. 23- , and have authorized the City Mayor to sign the same.

CITY OF COEUR D'ALENE	COEUR D'ALENE SCHOOL DISTRICT #271		
By:	By: Rebecca Smith, Chairperson		
Attest: Renata McLeod, City Clerk	Attest: Marianne Southwick, Clerk of the Board		

APPROVED as to form and legality this 5th day of July, 2023.

CITY COUNCIL STAFF REPORT

DATE: JULY 5, 2023

FROM: LT. BILL TILSON JR., POLICE DEPARTMENT

SUBJECT: CY 2023 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE

GRANT

DECISION POINT: Should the City Council approve the application and, if awarded, accept the CY 2023 Edward Bryne Memorial Justice Assistance Grant?

HISTORY: The grant is part of the 2023 Coronavirus Emergency Supplemental Funding Program. This is a 5 month no-match grant with the project dates of August 1, 2023 to December 31, 2023. This program allows the purchase of laptops for remote work to include virtual training and conferences, complete paperwork virtually, and attend virtual court hearings. It is the last time this funding opportunity will be available.

FINANCIAL ANALYSIS: The grant request will be used to purchase 10 GETAC ruggedized laptops that can be used in the field, in secure settings, or if at a personal residence, using FIRSTNET cell service for secure connectivity to the City's network infrastructure. The grant amount, if approved would be for \$30,054.

PERFORMANCE ANALYSIS: When the pandemic first was prominent, the Police Department used several older pieces of equipment, some of which relied on personal wi-fi networks. As the months have passed, the Department has been fortunate enough to replace some of the laptops that are used for remote work (particularly for those that needed to be isolated due to direct / indirect contact with the virus).

This grant will allow us to update some of the older laptops still in place and in use for these remote tasks without additional cost to the City. This will allow those to use the system without the need for a separate hot spot or their own personal, and less secure, network in place at a residence or training environment including North Idaho College for new recruits. Additionally, in the event of a need for a larger need to conduct remote work, it allows the Department more flexibility in assigning secure, Department authorized equipment. This will aid in compliance with federal and state laws pertaining to computer use for sensitive information.

DECISION POINT/RECOMMENDATION: Council should allow the Police Department to apply for, and if awarded, accept the above-listed grant to purchase laptop computers for remote capabilities.



PCN Strategies, Inc.

1612 K Street NW Suite 802 Washington, District of Columbia 20006 United States

Quotation (Open)

Quote #: 1017508 1 rev of 1

Modified Date: Jun 21, 2023 01:51 PM CDT

Description: V110

Account Manager: Erin Vance 202-494-4525

Email: erin.v@pcnstrategies.com

Customer Contact

Hollenbeck, Eric ehollenbeck@cdaid.org (P) 208-769-2220

Customer

City of Coeur d'Alene (CO2956) Hollenbeck, Eric 710 E. Mullan Ave Coeur d'Alene, ID 83814 United States (P) (208) 769-2300

Bill To

City of Coeur d'Alene Payable, Accounts 710 E. Mullan Ave Coeur d'Alene, ID 83814 United States (P) (208) 769-2220 ehollenbeck@cdaid.org

Ship To

Coeur d'Alene Police Department Hollenbeck, Eric 3818 Schreiber Way Coeur d'Alene, ID 83815 United States (P) (208) 769-2220 ehollenbeck@cdaid.org

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions:		Carrier Account #:

# Description	Part #	List Price	Qty	Unit Price	Total
1 Getac V110 G7	VSCP6PJAB4BA	\$4,276.00	10	\$3,005.39	\$30,053.90

Note: V110G7 - i5-1235U, Hello Webcam, W 11+16GB RAM, 256GB PCIe SSD, SR FHD LCD+Touchscreen+Stylus, mbrn Backlit KBD, WIFI+BT+4G LTE+GPS+Passthrough, Hard Handle, USB Type-A x2+USB Type-C+SCrdr 3yb2b

 Subtotal:
 \$30,053.90

 Total:
 \$30,053.90

 (List Price:
 \$42,760.00)

23-054 Exhibit "C"

^{*3%} surcharge fee for credit card purchases

^{*}Coeur D' Alene has approved NET 30 terms with PCN

^{*}These items are custom�built and are not returnable once ordered.