

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

VISION STATEMENT

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

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

February 18, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: David Gortner; St. Luke's Episcopal Church

C. PLEDGE OF ALLEGIANCE

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

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

F. PRESENTATIONS:

1. Proclamation: Red Cross Month of March

Accepted by: Lacie Clark, Executive Director of the American Red Cross Northwest Region Greater Inland Northwest Chapter

2. ITD Presentation: I-90/US 95 Interchange Improvement Project

Presented by: Erika Bowen, ITD Manager and Joseph Sprague, ITD Project Manager

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor
 - a. Appointments: Scott Cranston, Virginia Tate, and Bridget Hill to the Parks and Recreation Commission; John Schwandt and Steven Bloedel to the Urban Forestry Committee; and Cynthia Newkirk to the Arts Commission.

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

1. Approval of Council Minutes for the February 4, 2025 Council Meeting.
2. Approval of General Services/Public Works Committee meeting minutes for February 10, 2025
3. Setting of General Services/Public Works Committee meeting for February 24, 2025
4. Setting of a public hearing for **March 18, 2025** – ZC-1-25; a zone change from C-17PUD to C-17L on a parcel measuring 0.213 acres, located at 213 E. Harrison Avenue
5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of **Resolution No. 25-009** -
 - a. Acceptance of a Grant Deed for a Utility Easement for a Sanitary Sewer Line from Glacier 1919 Lincoln, LLC, Grantor, in the alley north of Emma Avenue, between Melrose Street and Nora Street.
 - b. Acceptance of Grant Deed for Access Easement from Glacier 1919 Lincoln, LLC, Grantor, in the alley north of Emma Avenue, between Melrose Street and Nora Street.

As Recommended by City Engineer

- c. Approval of an agreement with Kayak Coeur d'Alene, LLC to provide passive watersport rentals at Atlas Mill Park for a term of five-years.
- d. Approval of an updated agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association for use of Person Field.
- e. Approval of a Memorandum of Understanding with the Inland Northwest Pickleball Club for the use of Cherry Hill Park for its annual tournament

As Recommended by General Services/Public Works Committee

I. OTHER BUSINESS:

1. Presentation regarding the Fire Department Community Survey

Presentation by: Deputy Fire Chief Lucas Pichette, Deputy Fire Chief Jeff Sells, Michael Keith (Zions Public Finance) and Amy Holly (Portman Square)

2. Resolution No. 25-010 – Approval of a Professional Services Agreement with J-U-B Engineers, Inc., for on-call plan review services.

Staff Report by: Kyle Marine, Water Department Director

3. **Resolution No. 25-011** – Approval of a Contract with Sonray Enterprises, LLC., for construction of the G.O. Phippeny Stormwater project.

Staff Report by: Chris Bosley, City Engineer

J. PUBLIC HEARING:

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

1. (Legislative) **V-24-04**, Vacation of a portion of Spruce Avenue right-of-way adjoining the easterly boundary of Lot 11, Block 1 and Lot 8, Block 2, Spring Addition plat.

Staff Report by: Dennis Grant, Streets and Engineering Project Manager

- a. **Council Bill No. 25-1003** – Approving V-24-04 a Vacation of a portion of Spruce Avenue right-of-way adjoining the easterly boundary of Lot 11, Block 1 and Lot 8, Block 2, Spring Addition plat.
2. (Legislative) **V-25-01**, Vacation of alley right-of-way located within a portion of Block 2 of the Kootenai Addition in the City of Coeur d’Alene

Staff Report by: Dennis Grant, Streets and Engineering Project Manager

- b. **Council Bill No. 25-1004** – Approving V-25-01, Vacation of alley right-of-way located within a portion of Block 2 of the Kootenai Addition in the City of Coeur d’Alene.

K. ADJOURNMENT

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



Coeur d'Alene CITY COUNCIL MEETING

February 18, 2025

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS

PROCLAMATION

WHEREAS, during American Red Cross Month in March, we recognize the compassion of people in Northern Idaho and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton - one of the most honored women in our country's history - who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the American Red Cross Greater Inland Northwest Chapter to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours - whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crisis ; and

WHEREAS, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.


NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of March, 2025 as


"RED CROSS MONTH"

I encourage all citizens of the City of Coeur d'Alene to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this February 18th, 2025.

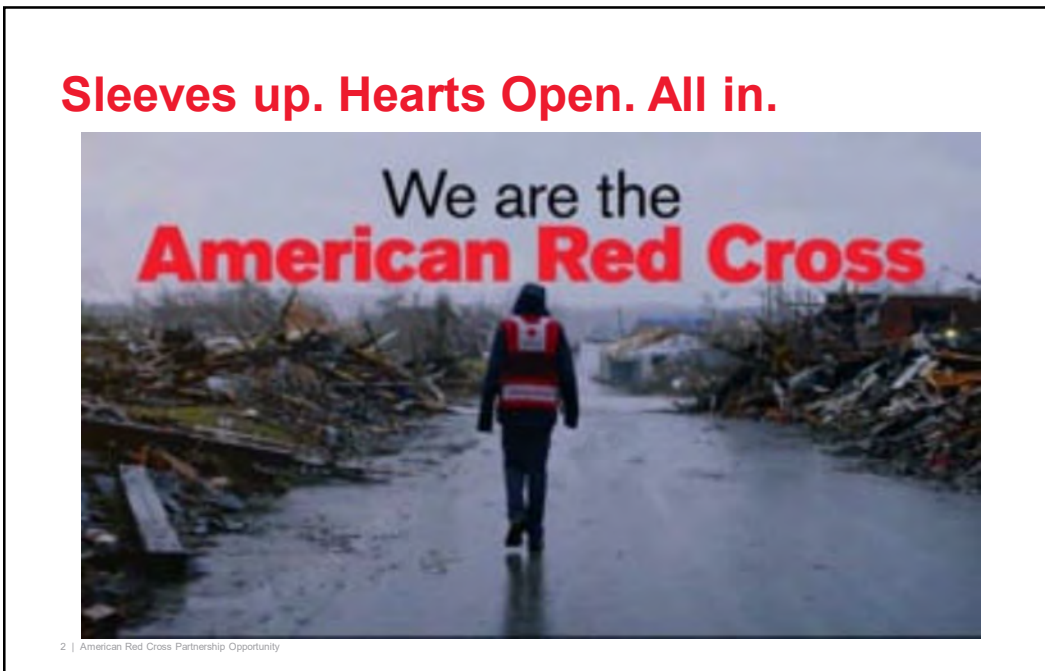



Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk



1



2



Who we are - our founding, mission, vision and values.

3



*"You must never think of
anything except the need
and how to meet it."*



Since Clara Barton founded the **American Red Cross** more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis.

4



Our Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

5



6



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American Red Cross

Current Active Volunteers:

- Coeur d'Alene = 25
- Kootenai County = 50
- GINW Chapter = 540

Dozens of individuals now give back to our community through the Greater Inland Northwest Chapter of the American Red Cross.

These local heroes remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

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We are One Red Cross

Biomedical
Services

Training
Services

Humanitarian
Services

- Disaster Services
- International Services
- Service to the Armed Forces



9



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Caring During Life's Darkest Moments

Whether a single home has burned or an entire town has been decimated, disaster survivors can turn to the Red Cross. We provide:

- Basic needs like food and shelter.
- Cleanup supplies and comfort items.
- Financial assistance and health and mental health care.

We meet with individuals and connect them to additional resources to help them put their lives back together.


11 | American Red Cross Partnership Opportunity



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 American Red Cross

How You Can help

- Go to [redcross.org](https://www.redcross.org) and learn how you can
 - Volunteer!
 - Donate
 - Give Blood
 - Sponsor a Blood Drive
 - Get Trained and Certified


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 American Red Cross

First proclaimed by President Franklin D. Roosevelt in 1943.

Red Cross Month is celebrated in March to honor the American Red Cross and the people who volunteer and donate to it.

We humbly ask that you do too!






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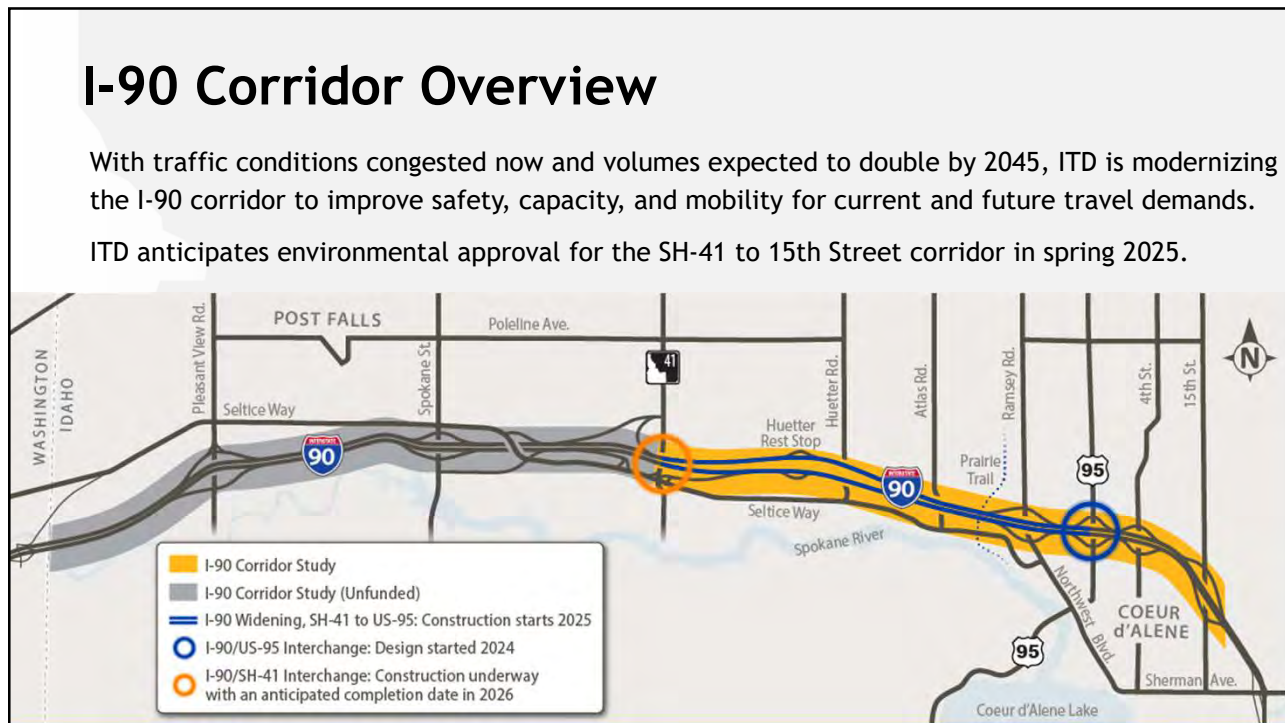




I-90 Widening, SH-41 to US-95 (Construction)
I-90, US-95 Interchange (Design)




City of Coeur d'Alene
 February 18, 2025
 Erika Bowen and Joseph Sprague

Your Safety • Your Mobility • Your Economic Opportunity


1



2

I-90 Widening, SH-41 to US-95
Construction



Your Safety • Your Mobility • Your Economic Opportunity

3

Project Overview


I-90 Widening, SH-41 to US-95

- Design is complete
- Construction is anticipated to start in summer 2025 and complete in 2029.

Key improvements include:

- Add two lanes in each direction, for a total of four lanes eastbound and four lanes westbound.
- Replace and widen bridges over Huetter Road, Atlas Road and Prairie Trail.
- Lengthen existing interchange on- and off-ramps at SH-41, Northwest Boulevard and US-95 to allow for safer merging with I-90 mainline traffic.
- Realign impacted sections of Prairie Trail and Centennial Trail.

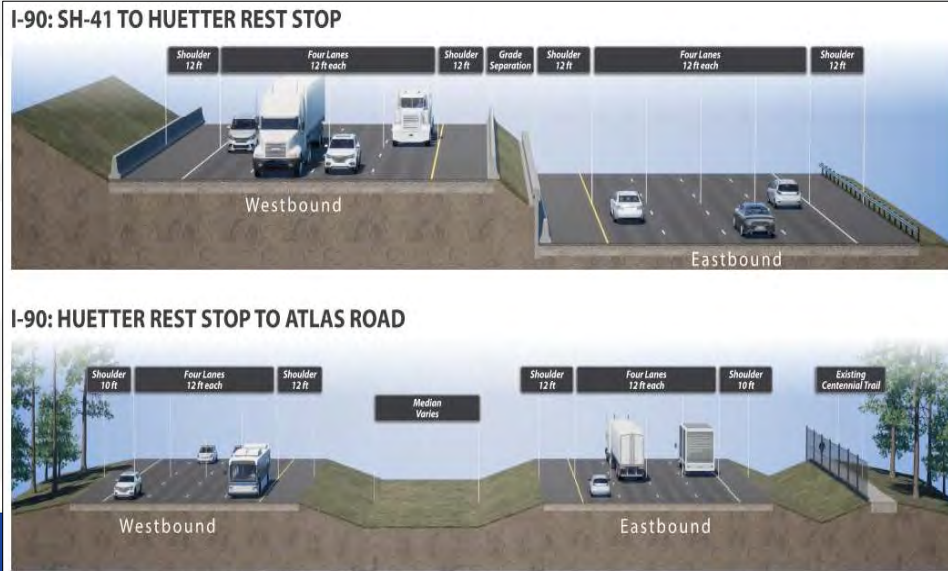
Your Safety • Your Mobility • Your Economic Opportunity



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Example Typical Sections

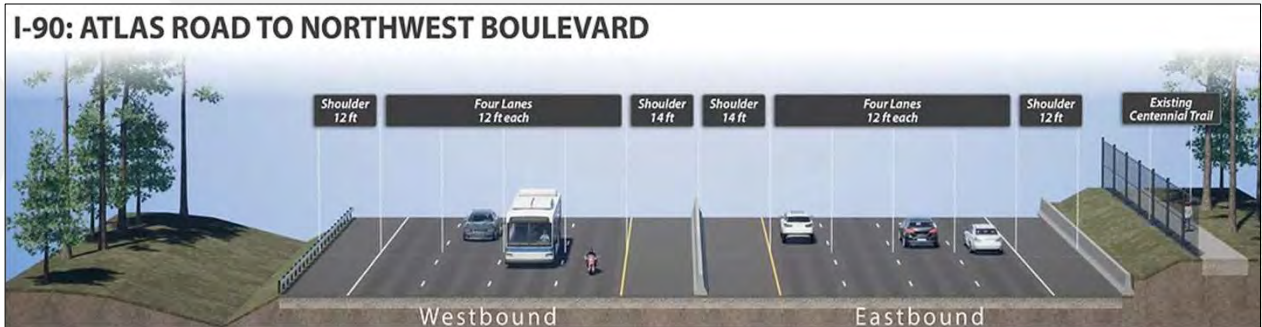
I-90 Widening, SH-41 to US-95



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Example Typical Sections

I-90 Widening, SH-41 to US-95



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I-90 Widening, SH-41 to US-95

Construction Impacts

Construction to start in summer 2025 and complete in 2029.

Work will take place during day and night hours and impacts will include:

- Two-lane traffic maintained in each direction during daytime hours.
- Reduced speed limits and increased fines in work zones for safety.
- Short-term detours on Huetter and Atlas Roads during bridge construction.
- Ramp closures, as needed, for up to one week.
- Reduced shoulder widths throughout the project area.
- Intermittent impacts to the trails including detours and gravel surfaces.



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I-90, US-95 Interchange
Design



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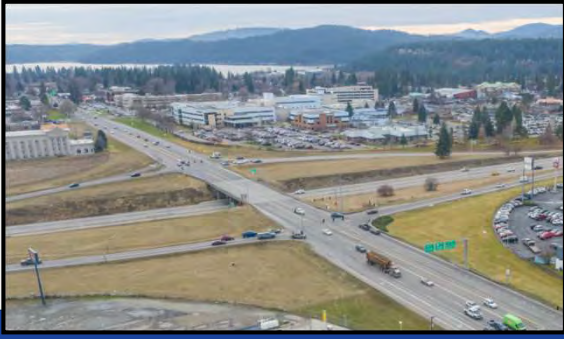
I-90, US-95 Interchange

Project Overview

The I-90 and US-95 Interchange project is the priority interchange to emerge from the I-90 corridor study.

Improving the I-90, US-95 interchange will:

- Reduce crashes
- Enhance safety
- Add capacity to support future traffic volumes



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I-90, US-95 Interchange

Project Timeline

2021	2022	2023	2024	2025	2026	2027	2028 >>>	2031	
	VP1 (Green Circle), WSL to CDA Study	15th St Interchange, SH-41 to 15th St Study and Widening Design	VP2 (Green Circle), Post Falls Alternatives	We are here!	Future Open House				
CORRIDOR STUDY: I-90, SH-41 TO 15TH STREET				DESIGN: I-90, US-95 INTERCHANGE (partially funded)			CONSTRUCTION (unfunded)		
Concept				Intermediate		Final / Right of Way Process			

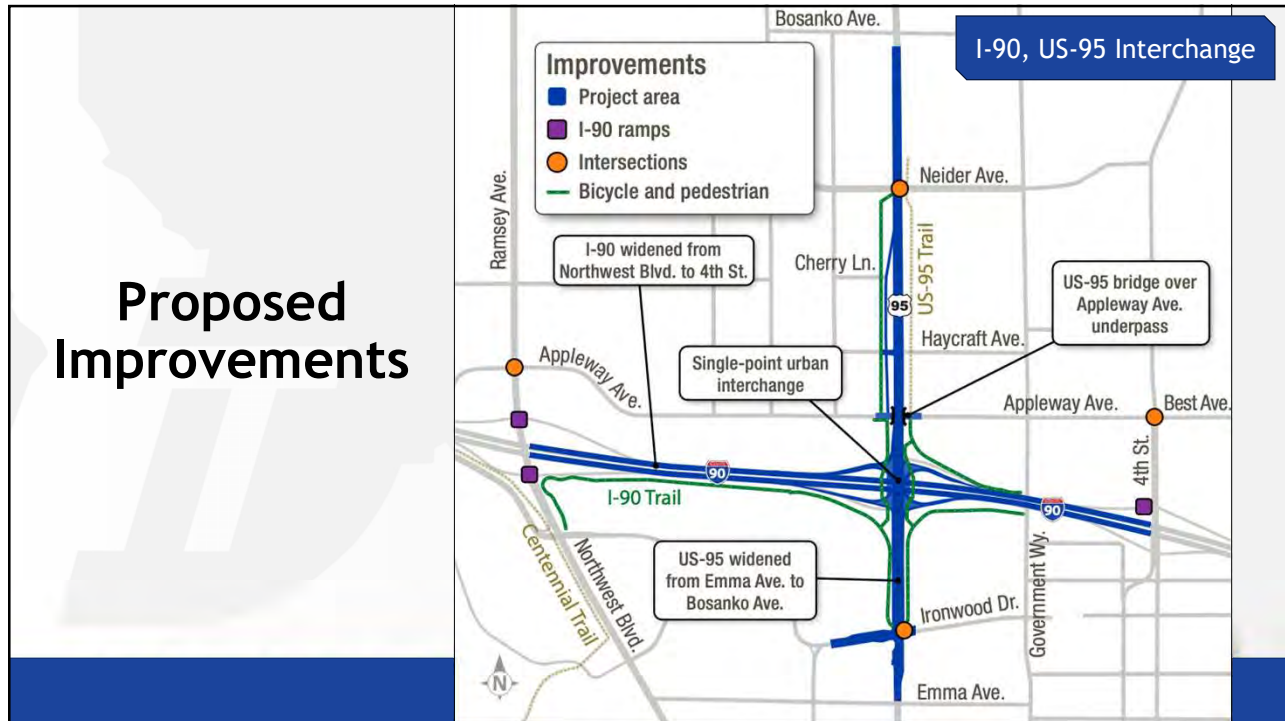
VP1: NW Blvd, US-95, 4th Street Interchanges

85 ideas → 5 viable options → 1 recommended

VP2: US-95 Interchange

105 ideas → 4 viable options → 1 recommended

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Open Houses

COEUR d'ALENE
WEDNESDAY, MARCH 5th

4 p.m. - 7 p.m.

Best Western Plus CDA Inn
506 West Appleyway Avenue

ONLINE
MARCH 5 - 19

ITDprojects.org/i90corridor

Online survey feedback
closes March 19th

If you need special accommodations during the meetings, please contact the study team in advance at 208-738-4190.

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Thank You

For more information, visit:
<https://itdprojects.org/i90corridor>

info@i90corridor.com
Hotline: 208-738-4190

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ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: February 11, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointments are presented for your consideration for February 18, 2025, Council meeting:

SCOTT CRANSTON	PARKS & RECREATION COMMISSION (Reappointment)
BRIDGET HILL	PARKS & RECREATION COMMISSION (Reappointment)
VIRGINIA TATE	PARKS & RECREATION COMMISSION (Reappointment)
JOHN SCHWANDT	URBAN FORESTRY COMMITTEE (Reappointment)
STEVEN BLOEDEL	URBAN FORESTRY COMMITTEE (Reappointment)
CYNTHIA NEWKIRK	ARTS COMMISSION (Appointment)

A copy of their Professional Data Sheets are attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Troy Tymesen, Arts Commission Liaison
Bill Greenwood, Parks and Recreation Comm Liaison
Nick Goodwin, Urban Forestry Committee Liaison

CONSENT CALENDAR

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

February 4, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on February 4, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

INVOCATION: Paul Van Noy of Candlelight Christian Fellowship led the invocation.

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

POLICE DEPARTMENT OPIOID PROGRAM: Police Chief Lee White stated that last year, Council approved the use of settlement funds for the creation of the Opioid Task Force. This task force includes Sgt. Eric Boardman and two detectives who work on this initiative. Chief White stated that their primary responsibilities include responding to overdose calls and providing necessary assistance; providing training for first responders and the community; coordinating and engaging with nonprofits, health districts, post-conviction services, and school staff for training and resources; and conducting investigations into illicit opioid trafficking and distribution.

Sgt. Eric Boardman presented local drug trends, highlighting some alarming statistics. Nationally, in 2023, there were 107,000 overdose deaths, compared to 41,000 traffic fatalities, meaning overdose deaths were more than double, equating to one overdose death every 11 minutes. In Kootenai County, there were 27 overdose deaths last year, translating to one in 6,900 based on population. Spokane County saw 245 overdose deaths, or one in 2,254 people, while Coeur d'Alene had six overdose deaths, or one in 9,500 people. Sgt. Boardman stated that opioid overdose is the leading cause of death for Americans aged 18 to 45. He explained that the landscape of narcotics and illicit drug use has changed significantly in the last 10 years due to the rise of synthetic opiates, particularly fentanyl, which has been around since the 70s and 80s, mainly for end-of-life care in hospice settings. It's a synthetic opioid, 50 times more potent than heroin. However, its illicit use began around 2015-2016, often sourced from China and sold on the dark web, leading to a significant rise in overdose deaths. Cartels saw the profit potential and started producing fentanyl in pill form, creating a new wave of addiction. As little as 2 milligrams of

fentanyl can be lethal. Sgt. Boardman provided visuals on various drugs, counterfeit pills, paraphernalia, and the different delivery methods and apps being used. He emphasized the importance of recognizing paraphernalia, such as foils appearing repeatedly in the same spots, and informing the Opioid Task Force for intervention. He added that first responders and law enforcement play a crucial role in frontline treatment during overdoses. Lastly, he appealed to the community to stay vigilant and informed to protect against the dangers of synthetic opioids. Children should be empowered with knowledge, and it is crucial to educate them about drug terminology and what to look for on their phones.

Councilmember Wood thanked Sgt. Boardman for his presentation and expressed her pride in the City and the Police Department for establishing the Opioid Task Force. She inquired about the level of cooperation with other agencies, such as the Idaho State Police (ISP), Spokane County, and Kootenai County, given that US-95 and I-90 are known drug corridors. Sgt. Boardman explained that one of their team members is a DEA Task Force Officer, which allows them to push cases across state lines and go federal when necessary. He mentioned that they work closely with Kootenai County's Special Investigations Unit (SIU), and many cases overlap, leading to frequent joint efforts. He also maintains good contacts in Spokane and attends quarterly PHAST meetings to stay updated on their trends. He emphasized that their policy is to prioritize getting people off the streets, regardless of who makes the arrest. Councilmember English shared that he knows firsthand the pain of losing someone to this crisis, having lost their daughter about two years ago when she started self-medicating and accidentally took something mixed with fentanyl. She was a Navy Corpsman for 20 years. As a counselor, Councilmember English regularly sees the impact of this issue, noting that two or three of his 15 weekly client contacts are parents who have lost someone or individuals who have gone through similar experiences. Mayor McEvers asked if the mentality behind taking these substances is like in the past to have fun, or if it is more about escaping problems with Sgt. Boardman responding that he had seen it both ways, those looking to have fun and those trying to escape problems; however, the availability and appearance of these drugs make it a much more complex issue today.

FIRE DEPARTMENT DEMOLITION TRAINING PROGRAM: Fire Chief Tom Greif noted that he, along with Deputy Fire Chief Bill Deruyter and the Deputy Fire Marshal, attended the Historic Preservation Commission (HPC) meeting on January 22 to answer questions about the Pennsylvania House incident, where the Fire Department had unknowingly complicated the initial review process. He explained that they have had a thorough acquired structure process in place for over 10 years, which has worked well without any incidents until the introduction of this new review process. Chief Greif acknowledged and fully supports the efforts and mission of the HPC in this new review process. He also expressed gratitude to the community members who have donated property structures, both commercial and residential, providing invaluable training opportunities over the past 10 to 12 years. He mentioned that last week, they met with multiple City Departments to develop a process through the city's permit system to prevent future mishaps.

Deputy Fire Chief Bill Deruyter outlined the procedures for acquiring structures for their training program. He emphasized that training in commercial and residential structures resembling those within the city provides valuable preparation for unforeseen emergencies. This training not only enhances public safety but also inspires future generations, especially children, to consider careers as firefighters. Given the high cost of training materials, acquiring buildings for free significantly

benefits their program. Deputy Chief Deruyter explained that the process begins with the demo permit process, where the Fire Department receives an email with the permit number and reviews the permit for partial or total demolition and the type of structure. The owner or designee is then contacted for a potential training opportunity, and a Training Agreement is signed. An asbestos report is obtained, and pictures of the structure are taken for training development purposes. Utilities are confirmed to be secured, and specific rules and timelines are obtained from the owner. A notebook with all pertinent information is created, and notifications are hand-delivered to nearby homes and businesses before training begins. Since the last scheduled training, several improvements have been made, including adding demolition permits to the Building Plan Check list on the Design Review Team (DRT) agenda and incorporating Historic Preservation Demolition review into the DRT agenda. The Fire Department met with City Departments on January 29 to improve demolition review coordination and communication. The agreed-upon steps include routing all full demolition permits to relevant departments for review, adding a Critical Notices pop-up alert to demolition permits requiring HPC review for structures built before 1960, and requesting demolition timelines from contractors/owners. Each department will make notes in the demolition permit indicating their review and conditions, including whether HPC review is needed and if the Fire Department will enter into a training agreement with the property owner. Letters and documents will be uploaded to the permit program for all departments to see the status and next steps. The Fire Department will include the age of the structure and whether it is being reviewed by the HPC in the training agreements. The Planning Department will notify the Fire Department when the HPC has signed off or if a structure built before 1960 doesn't require HPC review. Water, Wastewater, Engineering, and Urban Forestry will add notes in bold on-site plans submitted with demolition permits for conditions that need to be met. Lastly, the Building Department will create a mock demolition permit to provide departments with a training opportunity to practice the process.

Councilmember Gabriel mentioned that there will likely be more historic structures in the future, and their layouts are not typical. Deputy Chief Deruyter agreed, noting that they trained in a house with a stairway that led nowhere and an Accessory Dwelling Unit (ADU) built above it. He added that out of every 10 homes, they find one suitable for training that meets asbestos report and timeline requirements, allowing them to train in about five homes a year.

In closing, Chief Greif shared that the Alternative Response Unit (ARU) started last Monday. This is the crew that will respond to the hospital corridor, which has many care and nursing facilities. They hope to gather good data over the next four to six months to see if it's a valuable resource and report back to Council.

PUBLIC COMMENTS:

Paul Van Noy, Coeur d'Alene, stated that a month ago, he asked the Council not to vote and revisit the Emergency Operations Plan, which he believes contains many constitutional rights violations. He shared that he spoke with county commissioners and the sheriff, who also recognized these issues. He added that there is now a bill at the state level addressing this and provided copies to Council.

Arthur Macomber, Coeur d'Alene, stated that he wrote a 35-page legal analysis of the Emergency Operations Plan (EOP) and urged the Council not to approve the revised EOP. He relayed his concern that the EOP encourages blurred accountability and ad hoc decisions. It violates Section 12, of Article 1, of the Idaho Constitution by favoring military-style governance over civil governance. He added that the EOP needs to be completely rewritten.

Tyler Davis, Coeur d'Alene, expressed his support for Michael Koep for the Wednesday night concert series. He apologized to the City and affected vendors for last year's cancellation due to bad weather and an underfunded season. He mentioned about acquiring the alcohol rights for future events, allowing him to refund and compensate those unintentionally harmed last season. He thanked the Council and assured them of his best intentions.

Suzanne Knutson, Coeur d'Alene, thanked Council for their support on specialized needs recreation. She shared the different activities slated for their 41st year starting with an Open House on May 13 showcasing their program, facility, and activities. Their second annual Pickleball Tournament will be held on June 27 at Cherry Hill Park, with registration opening on February 15. They have a big fundraiser auction event called "Gems and Jeans" happening on September 25. Ms. Knutson invited the Council and the community to attend the 3rd Annual Craft and Culture Fair of Sons of Norway happening on Saturday, February 8, at Trinity Lutheran Church.

Walter Burns, Coeur d'Alene, stated that there's been a lot of discussion and media attention on the new demolition ordinance for historic properties that Council approved last November. He said that since the ordinance took effect, there have been five demolition requests for buildings constructed before 1960. In four of these cases, the Historic Preservation Commission (HPC) voted to issue the demolition permits after determining that the properties were not historically important. One application required a meeting to discuss the future of 918 Pennsylvania Ave., a 1949 home contributing to the Garden District's nomination to the National Register of Historic Places. The applicant planned to replace it with two structures, but the building was partially demolished before the meeting, hence the focus shifted to the replacement structure's design, and the HPC suggested modifications were rejected by the applicant. Mr. Burns explained that while the building couldn't be saved, the process provided valuable insights. The five demolition requests in January highlight the threat to older neighborhoods and the importance of the new demolition process. He pointed out that the applicant's rejection of the Commission's input indicates a need for better outreach and communication with the developer community and others. He said that the process is working as intended.

ANNOUNCEMENTS:

Councilmember Evans congratulated Jennifer Drake for being recognized as a Women of Distinction in arts and culture by Soroptimist CDA. She stated that Ms. Drake served in the Arts Commission for many years. The award ceremony will take place on February 22, 2025, at 11:00 a.m. at the Jacklin Arts Cultural Center in Post Falls. Councilmember Evans thanked Councilmember Miller for taking the time to nominate Ms. Drake for all her great work on the Arts Commission.

Councilmember Miller shared that the Broadway musical "Rent" is currently playing at the Lake City Playhouse. They are offering a special show on Thursday where attendees can pay whatever amount they can to see the play. The show starts at 7:30 p.m.

Councilmember Wood requested an agenda item to revisit the discussion on turkeys and rabbits, noting that she continues to receive emails and phone calls from citizens eager for the Council to address the issue. She also asked for a meeting or presentation on the budget before any budget workshop. Councilmember Miller suggested consolidating all animal-related codes into one comprehensive set of rules. She mentioned the idea of involving university interns to provide recommendations. Councilmember Gookin noted that the budgeting process begins in April. Mr. Tymesen added that the audit is nearing completion, and a report on the fund balance will be available by mid-April. He also mentioned upcoming negotiations with the Lake City Employees Association and the Police Association.

CONSENT CALENDAR:

1. Approval of Council Minutes for the January 21, 2025, Council Meeting.
2. Approval of Minutes from the January 27, 2025 General Services/Public Works Committee Meetings.
3. Setting of the General Services/Public Works Committee Meeting at Noon on February 10, 2025.
4. Setting of public hearings for **February 18, 2025**: V-25-01, Vacation of alley right-of-way located within a portion of Block 2 of the Kootenai Addition in the City of Coeur d'Alene
5. Approval of Bills as Submitted.
6. Approval of **Resolution No. 25-004** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A QUIT CLAIM DEED FOR FOURTEEN PARCELS OF RIGHT-OF-WAY FROM THE IDAHO TRANSPORTATION DEPARTMENT WHICH IT ACQUIRED FOR THE CONSTRUCTION OF US-95 IMPROVEMENTS AND WHICH, AFTER COMPLETION OF THE IMPROVEMENTS, ARE NO LONGER NEEDED BY THE STATE.

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-004**.

ROLL CALL: Gabriel Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye; Miller Aye.

Motion carried.

RESOLUTION 25-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR A PAVEMENT MANAGEMENT SYSTEM REVIEW, IN AMOUNT NOT TO EXCEED \$15,700.00.

STAFF REPORT: Streets and Engineering Director Todd Feusier requested Council approve a Professional Services Agreement with J-U-B Engineers, Inc., for a pavement management system review. Mr. Feusier explained that the Streets & Engineering Department used a program called

Street Saver, which offers many great tools, but there hasn't been a comprehensive understanding of its full capabilities. Typically, they conduct visual inspections and assess how many years the roads have been in service. When roads start to show alligator cracking, they prioritize them for maintenance. Mr. Feusier stated that there are software and systems available that can help them adopt a more budgeted approach to road maintenance, allowing them to determine the remaining service life of road surfaces. J-U-B Engineers would help utilize existing data to prioritize chipseal and overlay projects, optimizing the City's budgeted pavement maintenance funds. The cost of the work performed under this professional services agreement is \$15,700.00, funded by the current Overlay/Chipseal Program. Mr. Feusier stated that this would allow J-U-B Engineers to start analyzing pavement data and assist the City in developing the management plan.

DISCUSSION: Councilmember Gabriel asked about the inventory and whether they are receiving the necessary budget. Mr. Feusier responded that they are currently behind. He noted that, despite making significant progress in recent years with work on Atlas, Northwest Boulevard from I-90 into town, and Sherman Avenue, Lakeside remains a problematic street that needs attention. This year, their focus is on 4th Street from Harrison to I-90 and sections of 3rd Street, which are major roads that need to be included in their plan. Additionally, City staff plan to work on Honeysuckle from Best to 4th Street in-house. Councilmember Evans inquired whether the City had previously partnered with J-U-B. Mr. Feusier responded that this would be their first collaboration, and they are excited to learn more about how the tool can benefit them. Councilmember Evans noted that the 60-day completion timeline mentioned in the contract seems very quick. Mr. Feusier explained that they are optimistic about completing the review now to be prepared for the 2025 season. Councilmember English inquired about the total miles of streets that the City of Coeur d'Alene is responsible for maintaining and the percentage that can be addressed annually. Mr. Feusier explained that, according to GIS mapping, there are just under 600 lane miles to be maintained. He added that the percentage completed each year is quite low, noting that only about 10 miles were done last year. Mayor McEvers noted that over the past 20 years, many parts of the City have been incorporated from the county as it expanded northward. He sought clarification on whether the plan would also address the smaller neighborhood streets that connect the main roads. Mr. Feusier explained that the plan includes arterials and collectors, and they will also inventory residential streets. He added that they need to start planning for fairly new streets as well, since the amount of construction happening shortens their lifespan. Mayor McEvers asked whether patching is included in the evaluation with Mr. Feusier explaining that they do a lot of deep cut patching throughout the City throughout the year, which is more of maintenance.

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 25-005**, approving a Professional Services Agreement with J-U-B Engineers, Inc., for Pavement Management System Review in an amount not to exceed \$15,700.00.

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

RESOLUTION 25-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HMH ENGINEERING, INC. FOR THE EVALUATION OF PEDESTRIAN RAMPS TO DETERMINE COMPLIANCE WITH THE ADA IN AN AMOUNT NOT TO EXCEED \$18,062.28.

STAFF REPORT: Streets and Engineering Director Todd Feusier explained that evaluating pedestrian ramps for Americans with Disabilities Act (ADA) compliance is part of their pavement management efforts. He mentioned challenges due to Federal Highway Administration regulations on maintaining pedestrian ramps and sidewalks. When they undertake mill and overlay or mill and inlay projects, curb-to-curb repairs necessitate upgrading pedestrian ramps and sections of sidewalk to meet ADA requirements. This year, the goal is to upgrade 25 to 30 ramps, funded through their mill and inlay project. Moving forward, these repairs will be included in the annual paving budget to prevent falling behind. The proposed evaluation will identify non-compliant corners and determine necessary actions.

DISCUSSION: Councilmember Wood emphasized the necessity of the project and inquired whether the required funds are identified within their budget. Mr. Feusier confirmed that the Professional Services Agreement with HMH will be covered by their professional services line. He added that when proposing a mill and inlay project, they will incorporate concrete work into the same project and fund it from the same budget line, as both need to be done simultaneously. Mayor McEvers asked how often the ramps need to be updated, and Mr. Feusier explained that the requirements frequently change due to ADA requirements.

MOTION: Motion by Gabriel, seconded by Evans to approve **Resolution No. 25-006**, approving a Professional Services Agreement with HMH Engineering for ADA Pedestrian Ramp Evaluation in an amount not to exceed \$18,062.28.

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

RESOLUTION 25-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR REALIGNMENT OF THE CENTENNIAL TRAIL WITHIN PROJECT NO. A024(306) I-90, SH-41 TO US-95.

STAFF REPORT: Streets and Engineering Director Todd Feusier asked Council to approve a Cooperative Agreement with the Idaho Transportation Department (ITD) for the relocation of the Centennial Trail, which is located within ITD right-of-way on the south side of I-90. He explained that ITD is preparing to expand I-90 to four lanes in both directions. He stated that this project might go out to bid this spring, and include widening I-90, replacing the Atlas and Prairie Trail Bridges, improving ramps at the Northwest Blvd. and US-95 interchanges, and improvements along Centennial and Prairie Trails. The project requires temporary construction access onto a City

parcel for trail improvements and the State desires to quitclaim property to the City for a section of the realigned Centennial Trail.

DISCUSSION: Councilmember Evans inquired about the duration of the construction, noting that bids could be out as early as spring. Mr. Feusier responded that it would be a lengthy project, likely to take four seasons to complete the I-90 project, including the bridges in the roadway. He added that work on the right-of-way would need to be done first. Councilmember Gookin mentioned receiving an email from a concerned resident about the potential closure of the Centennial Trail. Mr. Feusier clarified that the plan would detour the trail down Atlas Road and then back onto the trail, so it would not be closed, just rerouted. Councilmember Gookin asked if the Centennial Trail would still be next to the freeway once the project is completed. Mr. Feusier confirmed this based on the last meeting he attended. Councilmember Wood said that people would like to know how long it would take to relocate the trail, which would mean a temporary closure. Mr. Feusier said he would seek clarification and provide a timeline. He added that there would be a detour route, not a hard closure. Mayor McEvers asked if the swale would be for the freeway, and Mr. Feusier confirmed, explaining that ITD would create swales along I-90 to manage water runoff.

MOTION: Motion by English, seconded by Wood to approve **Resolution No. 25-007**, approving a Cooperative Agreement with Idaho Transportation Department for the Replacement of the Centennial Trail required by the I-90 widening project.

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

RESOLUTION 25-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A WEEKLY CONCERT SERIES AGREEMENT WITH KOEP CONCERTS FOR A FREE WEDNESDAY NIGHT CONCERT SERIES AT MCEUEN PARK FOR A TERM OF FIVE-YEARS.

STAFF REPORT: Parks and Recreation Director Bill Greenwood discussed the recommendation of the Parks and Recreation Commission for Council to approve a five-year agreement with Koep Concerts for a free Wednesday night concert series at McEuen Park. Mr. Greenwood stated that since 2017, McEuen Park has hosted concerts, and currently, there are two free summer concert series at City Park and Riverstone Park. The Wednesday concerts were popular, but the previous promoter could not continue. He stated that after receiving interest from several individuals, a Request for Proposals was issued for free concert series, and Koep Concerts ranked the highest. Mr. Greenwood stated that there is no financial outlay for the City; Koep Concerts will pay a refundable deposit of \$5,000 at the start of each season and pay \$400 per concert, covering all associated costs. This concert series will provide free, family-friendly entertainment, similar to the other two park concerts.

DISCUSSION: Councilmember Wood asked Mr. Greenwood to address Mr. Davis's public comments and whether there were discussions about his proposal for an alcohol deal. Mr. Greenwood explained that the information was presented to the Council late in the afternoon, and

while he had a chance to review it, the agreement is with Mr. Koep, and the choice of alcohol vendors would be up to him. He added that suggesting the City allow Mr. Davis to have an agreement with Mr. Koep is off base, noting that Mr. Davis had ample opportunities to address this issue and the legal team's press release provides a clear depiction of the City's decision to cut ties with Mr. Davis. Councilmember English pointed out that Mr. Davis's proposed liquor agreement is for nine years, while the concert series agreement is only for five years. Mr. Greenwood suggested that Mr. Davis might be referring to his long involvement in the concert series. Councilmember Evans expressed her support for the idea of free concerts for citizens, questioning the rationale since past "Live After Five" concerts charged a fee. Mr. Greenwood explained that previous ventures seemed more focused on profit than community benefit, with prices increasing over the years and then people could see similar performances around town for free like at Riverstone and City Park. He stated that offering the concert for free would allow everyone to enjoy some summer fun without having to spend money. Councilmember Evans noted that Section 4 of the agreement mentions appropriate attire, with the City approving what Koep representatives, agents, and employees wear. Mr. Greenwood clarified that this is to ensure they look professional and are easily identifiable to the public, a standard clause in all City agreements. Councilmember Miller praised Mr. Koep's creativity and talent but raised concerns about the agreement, suggesting it seemed to dictate how a vendor should operate. She noted that McEuen Park is unique compared to other parks and questioned the extent of control over the vendor, suggesting that the lines of responsibility are blurred. She suggested that instead of a long-term commitment, a test period or a one-year agreement with a review at the end would be more prudent as this would allow both parties to evaluate what worked and what didn't and make the necessary adjustment to ensure the success of the free concert series. She asked if an amendment clause is in the agreement with City Attorney Randall Adams responding that there was none. Mr. Greenwood explained that while people are used to the "Live at Five" concerts, Mr. Koep has done a great job with branding and with the same approach he did at City Park, people will soon understand who's running the concert and how it's being managed. He added that agreements typically span for five years and while there is no amendment clause, it allows for mutual termination; vendors can leave even before the term expires. Councilmember Miller suggested adding language to the agreement that there would be a review after the first season. Mr. Greenwood expressed confidence that the current agreement provides that flexibility and stressed that the Request for Proposals (RFP) was based on this agreement. Councilmember Evans wanted to ensure Mr. Koep is not being forced to offer free concerts if the community is willing to pay. She emphasized the importance of setting Mr. Koep up for success. Mr. Greenwood explained that changing the approach would require starting over, as the RFP was designed for free concerts, and Mr. Koep is confident in this model. Councilmember Gookin stated that he believes that Mr. Koep has proven himself in both the City Park and Riverstone concerts to get this concert at McEuen to launch and so he doesn't have any issues with it.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 25-008**, approving an agreement with Koep Concerts, for a free Wednesday night concert series at McEuen Park for a term of five (5) years.

DISCUSSION: Councilmember Wood stated that while she understands the concerns of Councilmembers Miller and Evans, starting over would mean a delay of everything. Councilmember Evans explained that she is just looking at every avenue for success. She asked if

an exception can be made in the RFP with Mr. Adams stating that the City would be tied to enter into an agreement along the terms that was set up in the RFP which is five years of free concert but the law is any contract can be amended by mutual agreement of the parties so it does not foreclose the Council and Mr. Koep from trying to amend the contract at some later date. He added that there is no termination clause in the current contract. Councilmember Miller stated that a termination clause should be added and a requirement that there's an amendment conversation at the end of the first year as there may be a need to restructure the terms of the contract. She asked Councilmember Gookin to amend his motion to add a termination clause and require a review at the end of the first year for potential amendments. Councilmember English stated that he will stay with the earlier motion that was made.

Mr. Koep expressed his gratitude to the Council, feeling well taken care of. He mentioned that the idea of free concerts originated from Mr. Greenwood, with the goal of benefiting the community. He stated that organizing the event required significant effort and collaboration with the Parks Department, Chamber of Commerce, and Downtown Association. He anticipates large crowds and aims to pay performers and vendors fairly to ensure a high-quality experience. He is open to amendments and suggestions and believes he can find creative solutions to making the event successful.

Councilmember Evans stated that she will be in support of free concerts hearing that Mr. Koep is comfortable not charging. Councilmember Gookin stated that Councilmember Miller raised some valid points and asked Mr. Greenwood to bring it up to the Parks and Recreation Commission to address if it can be put in contracts going forward. Mayor McEvers asked about security and if the liquor is screened with Mr. Greenwood replying that it is in the RFQ. He explained that it would not be the entire park but will be an area cordoned off and adjacent to the Pavillion. He added that the security will be hired out. Mr. Greenwood mentioned adding a stage at McEuen Park in partnership with the community in the succeeding seasons. Councilmember Miller stated that there might be clubs who would want to sponsor. Councilmember Wood asked if there is a need to start over with the points raised by Councilmember Miller. Mr. Adams clarified that the termination clause is standard in all contracts and Mr. Koep agrees to those, and those are within the scope of Councilmember Miller's suggestion. He added that the RFP was a broad brush for five years and the individual terms are really up to negotiation. Mr. Adams pointed out every Resolution that the Council approves indicates that the agreements can be amended by the City Administrator, City Attorney, and the Mayor, as long as the essence of the agreement remains in place. He clarified that the motion remains the same, Councilmember Miller just asked Councilmember Gookin if he would amend his motion.

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

RECESS: Mayor McEvers called for a recess at 8:09 p.m. The meeting resumed at 8:17 p.m.

(QUASI JUDICIAL PUBLIC HEARING) BR-1-24 - LAMAR ADVERTISING OF SPOKANE IS REQUESTING A VARIANCE IN CONJUNCTION WITH A RELOCATION AND DIGITIZATION OF A TWO-SIDED 300 SQUARE FOOT V-BUILD BILLBOARD; CURRENT LOCATION IS 1621 NORTHWEST BOULEVARD TO BE REMOVED AND

RELOCATED TO 3119 N. 2ND STREET, WHILE ADDRESSED OFF OF 2ND STREET, THE BILLBOARD WOULD BE ADJACENT TO GOVERNMENT WAY.

Mayor McEvers asked if any Councilmember had a conflict of interest or had received or exchanged information related to the variance and relocation hearing that was not included in the Council packet and requested disclosure of such information. Councilmember Evans stated that she received an email from a certain Dan Stubbs at 4:54 p.m. with the title Lamar Sign relocation to Government Way but haven't read the email yet. Councilmember Gookin stated that all Councilmembers received the same email. Councilmember Wood stated that she has not read it. Councilmember Miller stated that she received an email from Jeff Connaway addressed to all Council. Ms. McLeod noted that his email came after the packet, and he signed up to speak during the public hearing as well. Councilmember Gookin asked to be reminded of the nature of a quasi-judicial hearing with Mr. Adams explaining that the Council operates in either a quasi-judicial or legislative mode. Legislative mode involves passing laws that affect the public, while quasi-judicial actions impact specific individuals or issues. The procedures differ: in quasi-judicial mode, decisions must be based solely on information presented during the public hearing, including written comments, whereas legislative mode does not have this requirement.

APPLICATION FOR A VARIANCE FROM STANDARDS FOR HEIGHT AND PROXIMITY TO RESIDENTIAL ZONES FOR A BILLBOARD RELOCATION REQUEST.

STAFF REPORT: Municipal Services Director Renata McLeod presented the variance request by Lamar Advertising Company of Spokane (Lamar) to relocate a billboard to Government Way which would require a variance for height and distance from residential zoning. She noted that Ordinance 3731, approved on June 18, 2024, allows such relocations under specific conditions, including a public hearing and Council findings. Lamar seeks to move a billboard from 1621 Northwest Blvd. to 3119 N. 2nd Street, increasing its height from 25'8 1/2" to 37', with the closest residential property 380 feet away. Ms. McLeod noted that a variance can be granted for undue hardship due to site characteristics if it aligns with public interest and the Sign Code's purposes. She pointed out that Lamar cited site restrictions, limited possibilities, and OSHA requirements as reasons for the variance. Planning Director Hilary Patterson explained the use of Esri or GIS mapping to illustrate potential billboard views from different angles. The variance request addresses both height and proximity to residential zones, with measures to mitigate issues, such as a V-style sign facing away from residential areas and the height of the Coeur d'Alene paving building helping to block views. Ms. McLeod said that properties within 300 feet of the proposed site were notified. Councilmember Gookin asked if there were responses received, and Ms. McLeod replied that there were none. Ms. McLeod mentioned that Lamar also requests the billboard to be an illuminated electronic messaging display. Ms. McLeod concluded with eight relocation findings for the Council to consider such as the billboard's compliance with the Sign Code, its impact on visual quality, compatibility with adjacent uses, and compliance with city standards for illumination and electronic displays.

DISCUSSION: Councilmember Gookin asked if the 300-foot radius is measured from the property lines rather than the billboard itself, and Ms. McLeod confirmed this. She explained that the findings specifically assess compatibility with buildings or structures within that 300-foot

boundary from the property lines. Councilmember Wood noted that the measurements were approximate and asked how they were taken. Ms. Patterson explained that they used a GIS mapping tool to measure in feet, adding that the measurements are approximate since she was not in the field to be able to say that it's an exact measurement, but would not be substantially different.

APPLICANT: Duane Halliday, Vice President and General Manager of Lamar Outdoor Advertising, thanked the Council for the opportunity to present their case regarding the height and spacing issues. He stated that they have addressed these concerns well. He shared that he grew up on Government Way, which has changed to a more commercial area, and so their advertisers prefer this area. Additionally, he stated that they plan to partner with the Police Department to use a billboard slot for public safety messages.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the hearing with the Clerk swearing in those who will testify.

Neil Schreibeis, Post Falls, thanked Council for considering Lamar's proposal to relocate a billboard from Northwest Blvd. to Government Way. He noted that the Council had previously approved converting billboards to digital faces and relocating them within city limits. Lamar has converted two locations to digital signs without relocating them and received positive feedback from local businesses. Mr. Schreibeis emphasized Lamar's commitment to supporting the community and local businesses. He explained the need for a variance due to height and proximity to residential zones, citing site restrictions and safety standards. He also highlighted the benefits of digital billboards for public safety messages and community awareness. He concluded by addressing the height and proximity issues, noting that the proposed billboard would be 37 feet high, below the maximum allowed height, and that measurements would be taken to mitigate visibility and light concerns for nearby residential areas.

Councilmember Miller asked if they have software that would produce signs that would show how it would look like during night time with Mr. Schreibeis responding that they don't have that capability locally, but he can request that from their corporate office. Councilmember Gookin noted that the billboard on Northwest Boulevard seems to be short and Mr. Schreibeis stated that the billboard is not typical as it was built a long time ago and there were no setback requirements at that time that is why it is so close to the road. Councilmember Gookin inquired about their standards for setting the height of their billboard. Mr. Schreibeis stated that as a general rule they would want it to be view from a moving car and typically they have to get away from buildings and other signs. Councilmember Evans asked whether during the evaluations of the site and creation of the ordinance, if the City staff and Lamar recognized that the neighborhood distance, if not the height, would be an issue. She pointed out that this should have been identified early in the process. Mr. Schreibeis responded that in his first meeting with staff, he mentioned that 90% of the ordinance they had drafted needed to be reconsidered. He added that they had no input on its initial creation.

Jeff Connaway, Coeur d'Alene, addressed the Council last fall about changes to the ordinance allowing billboard relocations and variances, which were approved. Recently, he worked on a sign project at Best Ave. and 11th Street and checked with Deputy Clerk Kelley Setters about variance provisions for the vision triangle, learning that only billboards have such provisions. Mr.

Connaway questioned why variances are allowed for billboards but no other signs. He also criticized the idea of replacing an old billboard on Northwest Blvd. with a modern digital display on Government Way, noting that digital billboards are more valuable to advertisers but can be nuisances, eyesores, and traffic hazards. He highlighted that the proposed sign is much larger than any business sign in the area and changes every 8 seconds, which doesn't fit the neighborhood's scale. Connaway urged the Council to deny the variance request.

Mr. Schreibeis confirmed that they do make more money from digital billboards, but it also allows them to provide more services to the community, such as Amber Alerts and non-profits announcements, which wouldn't be possible with static boards. He explained that the current structure on Northwest Blvd. can't support a digital billboard due to building codes, as it would be a hazard. He said that digital billboards are also safer for their employees since changes are made via computer, reducing the need for physical access and if maintenance is required, bucket trucks are used, enhancing safety for everyone involved.

With no more comments received, Mayor McEvers closed public testimony.

DISCUSSION: Councilmember English stated that he is not aware that billboards have variance opportunities while other signs don't. He added that it makes sense to have similar provisions for other signs. Nonetheless, he finds the proposal reasonable and the concept of public service announcements, including nonprofit and public safety messages, is a significant factor. Councilmember Gookin responded to Mr. Conway's testimony saying that Council should be pro-business and consider variances for businesses, which is the intent for the billboard companies. He pointed out that his situation is an engineering issue since the City Engineer must review signs near intersections, and there may be an opportunity for a waiver if possible. Councilmember Evans asked for clarification about undue hardship and if limited site opportunities as cited is a possible undue hardship, with Mr. Adams explaining that the Council should make those determinations on each of the findings. Councilmember Miller asked for an explanation regarding what the applicant said that the "and" that connected each subsection in the code nullified the height restrictions. Mr. Adams stated that is not correct, there are standard rules of statutory construction explained in the staff report, and Legal stands by that explanation. The provision stating the height of the existing board as the maximum applies, while the other portion of the statute only applies in the case of buildings. Councilmember Miller asked if the variance is approved would it apply to every move to request any billboard with Mr. Adams clarifying that each application to relocate would have to meet the code and if it doesn't then each would have to justify a variance from the standards of the code. Councilmember Miller noted that the applicant is claiming limited site opportunities as an undue hardship, even though these opportunities could change in the future. She added that it is up to Council to determine if this constitutes an undue hardship today. Mr. Adams replied that Council should look at the facts today. Councilmember Wood stated that it seems confusing due to two contradictory sections of the code. She said that when discussing buildings, it appears that the height restriction might not apply if the billboard needs to be above a certain building height. Additionally, the code restricts billboard movement within the city, leaving few available parcels. She stated that she finds this request reasonable due to the code's complexity and limited site availability. Councilmember Gookin stated that it would be tough to see what undue hardship is. Councilmember English inquired about the 500-foot distance and why it was not set at 300 feet with Ms. Patterson explaining that this language is standard. She explained that

when they did research on other codes, staff found that Idaho Falls had a 500-foot requirement from residential zones and 750 feet from historic properties. Pocatello required notification within 500 feet. ITD mandates 500 feet from other signs, parks, forests, playgrounds, and scenic areas. She added that our code specifies residential zones, which is less restrictive than including land use, as C-17 zoning allows various residential types. Councilmember Gabriel mentioned that he voted in favor of the variances because each situation is different, and he believes evaluating them individually is fair and appropriate.

MOTION: Motion by Gookin, seconded by English to approve a variance from standards for height and proximity to residential zones for a Billboard Relocation, based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentation, and the testimony of the applicant.

DISCUSSION: Councilmember Evans stated she appreciate the work that staff put into this, but she is not agreeable with undue hardship on findings 1 and 3. Councilmember Miller expressed that she will adhere with her original position in opposition, although she received new information and appreciated it. She mentioned that the public service announcement mentioned earlier would be for free for city information which could apply to any of their current locations. Councilmember Miller also voiced her disagreement with the variances for several reasons, particularly the nighttime issue. She expressed concern about a 300-square-foot, eight-flashing-sign setup in that location or any similar size, deeming it hazardous. Councilmember Wood mentioned hearing that the spots would be free for the city and nonprofits to disseminate public safety messages. She agreed with Councilman Gookin on the importance of supporting businesses and being business-friendly. She highlighted that the variance request is minor and reasonable and concurred with Councilman Gabriel on the need to assess each request individually.

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

APPLICATION FOR THE RELOCATION AND DIGITIZATION OF A TWO-SIDED 300-SQUARE-FOOT V-BUILD BILLBOARD TO 3119 N. 2ND STREET.

MOTION: Motion by Gookin, seconded by Wood to approve of the application for the relocation and digitization of a two-sided 300-square-foot V-build billboard to 3119 N. 2nd Street, based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentation, and the testimony of the applicant.

DISCUSSION: Councilmember Evans stated that she will not be supporting the motion because she disagrees with findings number 1, 2, 3, 4, and 7.

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

Councilmember Gookin stated that he learned at a prior meeting that there are only three types of businesses in the City that need permission to relocate: massage parlors, liquor stores, and billboards. He stated that moving a massage parlor or a liquor store seemed straightforward with

the application being about two pages long; however, he believes the application to move a billboard is significantly larger and more complex. Councilmember Gookin reminded that Council should revisit this issue and suggested that the Council reexamine this ordinance to make the process less burdensome for applicants. Councilmember Wood recalled that staff was asked to rewrite the massage parlor ordinance with Mr. Adams responding that staff is working with the Police Department, Prosecutors Office, and the Federal government. Councilmember Wood stated that she agrees with Councilmember Gookin that it's time to revisit this ordinance and proposed setting a timeline to review it within the next six months and consider suggestions to make it more business friendly. Councilmember Evans asked for clarification because at the last meeting, it was discussed repealing it, and she repeatedly emphasized the need to get it right. Councilmember Wood clarified that the current request is to tweak the ordinance to make it more business friendly. Councilmember Miller requested that if the ordinance will be revisited, she would like to add an agenda item to allow Council to vote on repealing the entire ordinance. She also noted that every commercial business requires an occupancy permit regardless of the type of business, the City needs to know what you're doing there; hence it's a fine line determining who needs what kind of permit. Councilmember Gookin stated that there is a need for Council to consider the opinions of affected businesses and have some discussion.

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

The meeting adjourned at 9:42 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

**CITY COUNCIL
FINDINGS AND ORDER RE:
REQUEST FOR VARIANCE**

This matter came before the City Council of the City of Coeur d'Alene, Idaho, on Tuesday, the 4th day of February, 2025, on a request for a variance from restrictions and standards in Municipal Code § 15.50.400(C) related to the relocation of a billboard.

Location: 3119 N. 2nd Street, Coeur d'Alene, Idaho
Owner: Miller Property Holdings, LLC
Applicant: Lamar Advertising

The City Council finds the following on a more probable than not basis, based on the record before it and the testimony presented to it on the 4th day of February, 2025.

Finding 1. The applicant has demonstrated an undue hardship due to site characteristics regarding Municipal Code § 15.50.400(C)(4)(h), which requires relocated billboards to be at least 500 feet from a residential zoning district.

Specifically, Council finds there is an undue hardship due to the limited properties to which a billboard can be relocated.

Finding 2. The applicant has demonstrated an undue hardship due to site characteristics regarding Municipal Code § 15.50.400(C)(4)(e), which requires that the height of a relocated billboard shall be no greater than the height of the billboard in its current location.

Specifically, Council finds the undue hardship is that the existing billboard was built in the 1950's and, at that time, there was little development around it. The existing billboard is very short, shorter than most billboards currently are. The billboard would be compatible with the buildings around the proposed site. The proposed billboard is not unreasonably tall for the area.

Finding 3. The City Council finds that the granting of a variance would not be contrary to the public interest or the purposes of the Coeur d'Alene Sign Code.

Specifically, Council finds that the City desires to be positive toward businesses. It is rare that a billboard will be relocated. Moving the billboard off Northwest Boulevard onto Government Way, which is a more commercial area than Northwest Boulevard, would benefit the community, particularly in providing public service announcements to a larger audience and providing exposure for non-profits at no cost.

The City Council, pursuant to the foregoing Findings, has determined that the application for a variance should be granted, and the relocated Billboard may be thirty-seven feet (37') in height and placed where located in the plans submitted by the Applicant.

MOTION: Motion by Gookin, seconded by English to approve the application for variance and adopt these Findings and Order.

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

DRAFT

**CITY COUNCIL
FINDINGS AND ORDER
RE: REQUEST FOR BILLBOARD RELOCATION**

This matter came before the City Council of the City of Coeur d'Alene, Idaho, on Tuesday, the 4th day of February, 2025, on a request to relocate an existing Billboard as provided for in Municipal Code § 15.50.400(C).

Current Billboard Location: 1621 Northwest Boulevard, Coeur d'Alene, Idaho
Proposed Billboard Location: 3119 N. 2nd Street, Coeur d'Alene, Idaho
Applicant: Lamar Advertising

The City Council finds the following on a more probable than not basis, based on the record before it and the testimony presented to it on the 4th day of February, 2025.

Finding 1. The proposed billboard relocation does further the purposes of the Sign Code, as set out in Coeur d'Alene Municipal Code § 15.50.110.

Specifically, Council finds that proposed Billboard relocation would: protect the health, safety, property, and welfare of the public; improve the neat, clean, and orderly appearance of the City; Provide for informational needs of the public; preserve and protect the scenic beauty of the City; promote traffic safety; promote a healthy business climate in the City. Further, removing the existing billboard off Northwest Boulevard would not degrade the appearance of the City because Government Way is a more commercial area.

Finding 2. The proposed Billboard does meet the Standards contained in Municipal Code § 15.50.400(C) as follows: the City desires to be positive toward businesses. It is rare that a billboard will be relocated. Moving the billboard off Northwest Boulevard onto Government Way, which is a more commercial area than Northwest Boulevard, would benefit the community, particularly in providing public service announcements to a larger audience and providing exposure for non-profits at no cost. The billboard would be compatible with the buildings around the proposed site. The proposed billboard is not unreasonably tall for the area.

Finding 3. The Billboard will not result in a negative impact to the visual quality of general area as determined from the perspective of a reasonable person applying community standards based on the following: Government Way is a commercial corridor and all of the residential uses in the area likely will become commercial uses over time.

Finding 4: The Billboard is designed to be as compatible in appearance and layout with adjacent uses as is practical as determined from the perspective of a reasonable person applying community standards based on the following: based on the photographs presented, the proposed billboard fits in with the surrounding area and uses. Residential properties are a significant distance away and at least partially screened by other buildings and trees.

Finding 5: The proposed Billboard would not block the view from a public right-of-way of a structure of historical or architectural significance.

Finding 6: The proposed Billboard is compatible with buildings within a three-hundred-foot (300') radius.

Finding 7: The proposed Billboard would not be unduly disruptive to traffic and residential uses based on the following: the proposed location is one hundred fifty feet (150') from the nearest intersection. The proposed building looks like an extension of the adjacent building and does not hang over the right-of-way.

Finding 8: The proposed Billboard does comply with City standards for Illumination and Electronic Message Displays in Coeur d'Alene Municipal Code § 15.50.400(D).

The City Council, pursuant to the foregoing Findings, has determined that the application for a Billboard Relocation should be granted.

MOTION: Motion by Gookin, seconded by Wood to approve the relocation of the subject billboard as proposed by the applicant and adopt these Findings and Order.

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

February 10, 2025
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Bill Greenwood, Parks & Recreation Director
Adam Rouse, Recreation Superintendent

Item 1. Agreement with Kayak CDA, LLC for passive watersport rentals at Atlas Mill Park for a term of five (5) years.

(Consent)

Bill Greenwood, Parks & Recreation Director, requests Council to approve a five-year agreement with Paul Brown, operating as Kayak CDA, LLC, to provide passive watersport rentals at Atlas Mill Park. In his staff report, Mr. Greenwood noted that Atlas Mill Park is Coeur d'Alene's newest waterfront park and experiences significant visitor use. The agreement with Kayak CDA, LLC, will provide a new recreational service for park patrons, similar to the watercraft rental concessionaire at Independence Point. Under the terms of the agreement, the vendor will operate seven (7) days a week during the seasonal period, including weekends and holidays. The rental fee will be Three Thousand Dollars (\$3,000.00) for the first year, subsequent increases based on the Bureau of Labor Statistics Consumer Price Index (CPI-U) for the West Region. This concession will enhance public access to recreational opportunities at Atlas Mill Park, benefiting families and visitors to the City of Coeur d'Alene.

MOTION: by Wood, seconded by English, to recommend that Council approve an agreement with Paul Brown, aka, Kayak CDA, LLC to provide passive watersport rentals at Atlas Mill Park for a term of five-years. Motion Carried.

Item 2. Updated agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association for use of Person Field.

(Consent)

Adams Rouse, Recreation Superintendent, requested Council approval to renew the use agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association (Junior Tackle) for use of Person Field. In his staff report, Mr. Rouse noted that Junior Tackle has used Person Field for many years, though the last recorded agreement expired some time ago. The updated agreement includes the football facility lease, use of the field for their program, and annual electricity fees. There will be no cost to the City to approve this agreement. Junior Tackle will pay \$2,000.00 per year, with a 5% annual increase. The agreement will formally document the partnership between the City and Junior Tackle, aligning with other Parks and Recreation agreements. The proposed agreement term is five (5) years, with an option for renewal.

MOTION: by English, seconded by Wood, to recommend that Council approve an updated agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association for use of Person Field. Motion Carried.

Item 3. Memorandum of Understanding with the Inland Northwest Pickleball Club for the use of Cherry Hill Park for their annual tournament.
(Consent)

Adam Rouse, Recreation Superintendent, requests the Council approve a Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club for the use of Cherry Hill Park for their annual tournament. In his staff report, Mr. Rouse highlighted that pickleball is one of the fastest-growing sports in the nation. Over the past year, the Club's membership has grown from 350 to over 500. The City has an ongoing partnership with the Club, which has supported pickleball court improvements and pickleball lessons through the Recreation Division. The Club has successfully hosted its annual tournament at Cherry Hill Park for the past five (5) years, attracting participants from across the country and Canada. Approving this MOU will not incur any cost to the City and will provide continuity for the event in the years to come.

MOTION: by Wood, seconded by English, to recommend that Council approve a Memorandum of Understanding with the Inland Northwest Pickleball Club for the use of Cherry Hill Park for their annual tournament. Motion Carried.

Recording of the meeting can be found at:

https://www.youtube.com/live/zbcvAUlhHaA?si=3K6PIAlmrvkQ_p5

The meeting adjourned at 12:13 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

DATE: FEBRUARY 18, 2025
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 18, 2025

Mayor McEvers,

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

MARCH 18, 2025:

ITEM NUMBER: ZC-1-25

REQUEST Aaron Mote is requesting a zone change from C-17PUD to C-17L on a parcel measuring 0.213 acres.

LOCATION: 213 E. Harrison Avenue, Coeur d'Alene ID, 83814

COMMISSION ACTION: On February 11, 2025, the Planning and Zoning Commission voted 4-1 to recommend that the City Council adopt the C-17L zoning.



**City of Coeur d'Alene
Cash and Investments
1/31/2025**

Description	Balance
U.S. Bank	
Checking Account	\$ 4,310,148
Checking Account	81,087
Checking Account	78,214
Investment Account - Police Retirement	342,443
Investment Account - Cemetery Perpetual Care Fund	1,234,388
Idaho State Investment Pool	
State Investment Pool Account	51,854,375
Spokane Teacher's Credit Union	
Certificate of Deposit	7,572,132
Numerica Credit Union	
Certificate of Deposit	10,316,038
Money Market	16,442,462
Cash on Hand	
Treasurer's Change Fund	1,350
Total	\$ 92,232,637

**I hereby swear under oath that the amounts reported above, on the cash basis are true
and correct to the best of my knowledge.**

Katharine Ebner

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



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

FUND NAME	BALANCE 12/31/24	RECEIPTS	DISBURSEMENTS	BALANCE 1/31/2025	BALANCE 1/31/2024
General-Designated*	\$6,464,719	\$96,441	\$2,182,937	\$4,378,224	\$7,477,295
General-Undesignated	5,901,821	24,877,334	12,511,557	18,267,598	14,335,880
<u>Special Revenue:</u>					
Library	(418,293)	1,025,108	152,497	454,318	463,632
CDBG	(40,807)	46,966	13,862	(7,703)	(13,811)
Cemetery	105,541	10,572	28,437	87,676	166,678
Parks Capital Improvements	1,171,824	13,480	10,037	1,175,266	1,184,033
Impact Fees	6,980,101	230,713	-	7,210,814	6,439,449
Annexation Fees	12,003	45	-	12,048	565,088
American Recovery Plan	1,857,213	-	-	1,857,213	5,685,430
Cemetery P/C	1,255,647	3,470	405	1,258,712	1,153,972
Jewett House	110,186	2,415	2,110	110,491	72,396
Street Trees / Reforestation	182,077	6,686	9,900	178,863	173,092
Public Art Fund	71,298	269	93	71,474	49,424
Public Art Fund - ignite	430,018	1,620	18,750	412,888	451,322
Public Art Fund - Maintenance	182,338	687	440	182,585	130,497
<u>Debt Service:</u>					
2015 G.O. Bonds	166,955	450,931	8,812	609,074	585,848
<u>Capital Projects:</u>					
Street Projects	6,387,504	24,070	457,854	5,953,720	1,385,232
Riverstone Mill Site Project	-	-	-	-	-
<u>Enterprise:</u>					
Street Lights	67,104	101,889	99,827	69,165	120,109
Water	\$ 4,323,622	590,267	586,222	4,327,667	3,481,488
Water Capitalization Fees	6,353,304	100,615	30,893	6,423,026	5,829,337
Wastewater	20,189,488	1,907,456	1,277,426	20,819,517	22,024,234
Wastewater-Equip Reserve	-	-	-	-	242,659
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	5,500,000
WWTP Capitalization Fees	6,176,080	342,832	-	6,518,912	3,706,884
WW Property Mgmt	72,766	-	-	72,766	59,973
Sanitation	686,824	658,005	652,886	691,942	1,027,893
Public Parking	1,303,034	151,478	11,039	1,443,472	989,657
Drainage	1,146,500	68,481	101,158	1,113,823	1,357,197
Wastewater Debt Service	686,016	2,585	-	688,601	687,932
<u>Fiduciary Funds:</u>					
Kootenai County Solid Waste Billing	277,951	335,129	360,101	252,979	274,589
KCEMSS Impact Fees	5,940	6,864	5,940	6,864	2,717
Police Retirement	431,003	87,186	23,341	494,848	478,693
Sales Tax	1,840	1,757	1,892	1,705	1,878
BID	391,906	5,925	180	397,650	416,413
Homeless Trust Fund	813	437	814	435	568
GRAND TOTAL	\$79,630,334	\$31,151,713	\$18,549,409	\$92,232,637	\$86,507,678

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

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

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



CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 MONTHS ENDED
 January 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 01/31/25	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$279,817	84,324	30%
	Services/Supplies	\$ 9,150	1,282	14%
Administration	Personnel Services	249,686	80,891	32%
	Services/Supplies	2,590	36	1%
Finance	Personnel Services	870,733	267,024	31%
	Services/Supplies	904,134	472,509	52%
Municipal Services	Personnel Services	1,652,793	464,044	28%
	Services/Supplies	1,237,565	711,827	58%
	Capital Outlay	0		
Human Resources	Personnel Services	372,005	113,756	31%
	Services/Supplies	115,239	41,082	36%
Legal	Personnel Services	1,324,012	414,109	31%
	Services/Supplies	74,500	22,156	30%
Planning	Personnel Services	766,017	245,348	32%
	Services/Supplies	54,700	2,833	5%
	Capital Outlay			
Building Maintenance	Personnel Services	373,979	117,349	31%
	Services/Supplies	390,800	103,099	26%
	Capital Outlay	0		
Police	Personnel Services	18,607,937	6,009,884	32%
	Services/Supplies	2,227,376	615,382	28%
	Capital Outlay	4,954,978	2,780,097	56%
Fire	Personnel Services	13,414,095	4,921,500	37%
	Services/Supplies	1,076,509	225,837	21%
	Capital Outlay			
General Government	Services/Supplies	38,800	20,709	53%
	Capital Outlay			
Police Grants	Personnel Services	247,275	184,773	75%
	Services/Supplies			
	Capital Outlay			

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 01/31/25	PERCENT EXPENDED
Streets	Personnel Services	3,622,983	1,149,618	32%
	Services/Supplies	2,966,230	421,218	14%
	Capital Outlay	90,000		0%
Parks	Personnel Services	2,223,086	539,481	24%
	Services/Supplies	772,045	157,118	20%
	Capital Outlay	40,000	40,776	102%
Recreation	Personnel Services	629,686	189,404	30%
	Services/Supplies	155,950	22,196	14%
	Capital Outlay			
Building Inspection	Personnel Services	1,033,101	317,664	31%
	Services/Supplies	55,205	8,687	16%
	Capital Outlay			
Total General Fund		<u>60,832,976</u>	<u>20,746,012</u>	<u>34%</u>
Library	Personnel Services	1,689,366	508,104	30%
	Services/Supplies	220,000	67,727	31%
	Capital Outlay	200,000	50,692	25%
CDBG	Personnel Services	108,274	33,526	31%
	Services/Supplies	250,786	61,292	24%
Cemetery	Personnel Services	199,298	67,805	34%
	Services/Supplies	143,800	30,416	21%
	Capital Outlay	15,000		0%
Impact Fees	Services/Supplies	1,093,000	478,000	44%
Annexation Fees	Services/Supplies	580,000	580,000	100%
Parks Capital Improvements	Capital Outlay	751,100	104,008	14%
Cemetery Perpetual Care	Services/Supplies	19,500	16,621	85%
Jewett House	Services/Supplies	31,120	5,851	19%
Street Trees	Services/Supplies	134,500	10,973	8%
Public Art Fund	Services/Supplies	244,500	162,403	66%
		<u>5,680,244</u>	<u>2,177,418</u>	<u>38%</u>
Debt Service Fund		<u>877,308</u>	<u>8,812</u>	<u>1%</u>

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 01/31/25	PERCENT EXPENDED
Atlas - Kathleen to Newbrook	Capital Outlay			
Traffic Calming	Capital Outlay	40,000		0%
Public Transit Sidewalk Accessibility	Capital Outlay			
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	900,000	4,389	0%
LHTAC Pedestrian Safety	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Project	Capital Outlay			
Government Way	Capital Outlay	4,926,000	632,494	13%
LaCrosse Ave. Improvements	Capital Outlay			
		<u>5,866,000</u>	<u>636,883</u>	<u>11%</u>
Street Lights	Services/Supplies	801,000	178,526	22%
Water	Personnel Services	3,012,695	888,782	30%
	Services/Supplies	5,942,033	569,926	10%
	Capital Outlay	4,233,000	1,047,851	25%
Water Capitalization Fees	Services/Supplies	2,260,000		0%
Wastewater	Personnel Services	3,439,843	1,022,016	30%
	Services/Supplies	9,442,232	946,773	10%
	Capital Outlay	11,651,000	746,522	6%
	Debt Service	5,128,241	187,345	4%
WW Capitalization	Services/Supplies	7,143,549		0%
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,469,062	1,452,072	27%
Public Parking	Services/Supplies	1,788,090	538,259	30%
	Capital Outlay	-		
Drainage	Personnel Services	257,526	81,715	32%
	Services/Supplies	1,322,141	138,329	10%
	Capital Outlay	495,000	349,645	71%
Total Enterprise Funds		<u>62,385,412</u>	<u>8,147,761</u>	<u>13%</u>
Kootenai County Solid Waste		3,240,000	834,057	26%
KCEMSS Impact Fees		38,000	12,287	32%
Police Retirement		149,000	49,455	33%
Business Improvement District		301,200	60,000	20%
Homeless Trust Fund		9,000	1,626	18%
Total Fiduciary Funds		<u>3,737,200</u>	<u>957,425</u>	<u>26%</u>
TOTALS:		<u>\$139,379,140</u>	<u>\$ 32,674,311</u>	<u>23%</u>

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

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

RESOLUTION NO. 25-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING GRANT DEEDS FOR UTILITY AND ACCESS EASEMENTS IN THE ALLEY NORTH OF EMMA AVENUE BETWEEN MELROSE AND NORA STREETS FROM GLACIER 1919 LINCOLN, LLC; APPROVING AN AGREEMENT WITH KAYAK COEUR D'ALENE, LLC, FOR PASSIVE WATERSPORTS RENTALS AT ATLAS MILL PARK; APPROVING A USE AGREEMENT AND FACILITY LEASE WITH COEUR D'ALENE JUNIOR TACKLE FOR PERSON FIELD; AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE INLAND NORTHWEST PICKLEBALL CLUB FOR THE USE OF COURTS AT CHERRY HILL PARK FOR AN ANNUAL PICKLEBALL TOURNAMENT.

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

- A) Acceptance of a Grant Deed for a Utility Easement for a Sanitary Sewer Line from Glacier 1919 Lincoln, LLC, Grantor, in the alley north of Emma Avenue, between Melrose Street and Nora Street;
- B) Acceptance of a Grant Deed for an Access Easement from Glacier 1919 Lincoln, LLC, Grantor, in the alley north of Emma Avenue, between Melrose Street and Nora Street;
- C) Agreement with Kayak Coeur d'Alene, LLC, for passive watersports rentals at the Atlas Mill Park for a term of five years;
- D) Use Agreement and Facility Lease with Coeur d'Alene Junior Tackle for use of Person Field;
- E) Memorandum of Understanding with the Inland Northwest Pickleball Club for use of Cherry Hill Park for its annual tournament; 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 and to take the 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 the agreements and take the other actions described above in the forms attached hereto as Exhibits "A" through "E" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said

agreements and the other actions, so long as the substantive provisions of the agreements and the other actions remain intact.

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

DATED this 18th day of February, 2025.

Woody McEvers, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: February 18, 2025
FROM: Dennis J. Grant, Streets & Engineering Project Manager
SUBJECT: **Approval of Grant Deed for Sanitary Sewer Easement at 1824 N. Melrose Street.**

DECISION POINT

Staff is requesting the City Council to approve the Grant Deed for a Sanitary Sewer Easement from GLACIER 1919 LINCOLN WAY, LLC, Grantor, at the alley north of Emma Avenue, between Melrose and Nora Street.

FINANCIAL ANALYSIS

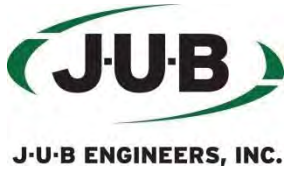
There will be no cost to the city for this grant of easement.

PERFORMANCE ANALYSIS

The Wastewater Department has stated that they need this easement. Attached is the Grant Deed Easement and Exhibits for approval. The signed agreement will allow the vacation of the alley right-of-way, at this same location, to be completed.

RECOMMENDATION

Staff recommends the approval of the Grant Deed for Sanitary Sewer Easement from GLACIER 1919 LLINCOLN WAY, LLC, Grantor, at the alley north of Emma Avenue, between Melrose and Nora Street.



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 'A'

LEGAL DESCRIPTION

SANITARY SEWER EASEMENT FOR LOT 7, BLOCK 2 OF KOOTENAI ADD.

February 12, 2025

That portion of the alley located in Block 2 as shown on the plat of Kootenai Addition to the City of Coeur d'Alene, according to thereof recorded in Book C of Plats, Page 8, records of Kootenai County, Idaho being situated in Government Lot 14, Section 11, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follow:

BEGINNING at the southeast corner of Lot 7, Block 2 of said Kootenai Addition to the City of Coeur d'Alene;

thence North 00°43'55" East along the east line of said Lot 7, a distance of 14.00 feet;

thence leaving said east line, South 88°58'09" East, a distance of 16.00 feet, more or less, to the west line of Lot 6, Block 2 of said Kootenai Addition to the City of Coeur d'Alene;

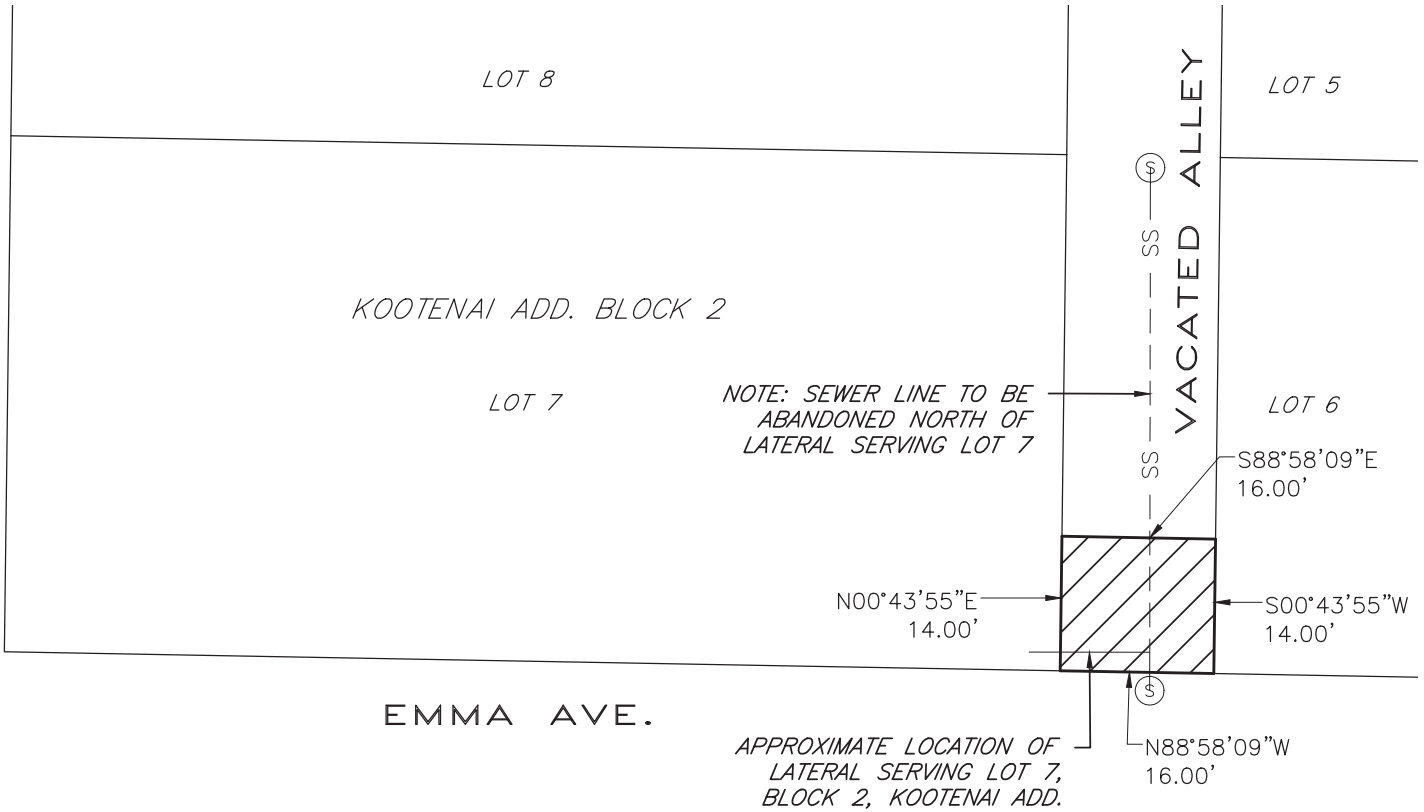
thence South 00°43'55" West along said west line, a distance of 14.00 feet, more or less, to the southwest corner of said Lot 6 and the northerly right-of-way of Emma Avenue;

thence leaving said southwest corner, North 88°58'09" West along said northerly right-of-way of Emma Avenue, a distance of 16.00 feet, more or less to the POINT OF BEGINNING.

Containing 224 square feet, more or less.



EXHIBIT 'B'

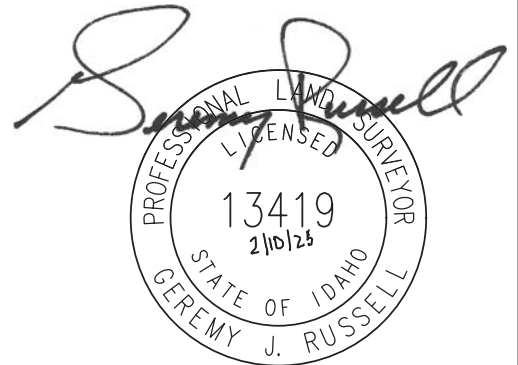


LEGEND

 SANITARY SEWER EASEMENT AREA



SCALE IN FEET



Plot Date: 2/10/2025 10:10 AM Plotted By: David Grebe
 Date Created: 2/10/2025 10:08 AM JUB.COM\CENTRAL\CLIENTS\ID\ARKWOOD\PROJECTS\20-24-054_705EMMA\SURVEY\DWG\20-24-054_SS_EASE.DWG

REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 20-24-054_SS_EASE
 JUB PROJ. #:
 DRAWN BY: DFG
 DESIGN BY:
 CHECKED BY: GJR



SANITARY SEWER EASEMENT

SITUATED IN GOV'T LOT 14, SEC. 11, T 50N, R 4W, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET

1

NO.	REVISION DESCRIPTION	BY	APR	DATE	LAST UPDATED: 2/10/2025

Recording Requested By and When
Recorded Return to:

City of Coeur d'Alene
Attn: Mike Anderson
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **GLACIER 1919 LINCOLN WAY, LLC**, whose address is **2100 Northwest Blvd, Ste. 350, Coeur d'Alene, ID, 83814-5047**, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE, a municipal corporation, the GRANTEE, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814**, its successors and assigns, a non-exclusive easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the sanitary sewer line and appurtenances, Sixteen (16) feet in total width, over and through the following described property:

See attached EXHIBIT A and as depicted on EXHIBIT B.

The **GRANTOR** agrees to keep the above-described easement clear of all buildings, structures, deep rooted flora, and other obstructions, not to include the storage of removable items.

The **GRANTOR** further agrees that no other easement shall be granted on, under, or over this easement without the prior written consent of the **GRANTEE**.

The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, and removable by the **GRANTEE** at its option.

It is also understood and agreed that the **GRANTOR** shall not increase or decrease the existing ground surface elevations within this easement which exists at the time this document is executed without obtaining prior written consent of the **GRANTEE**.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore them to their original condition at the expense of the **GRANTEE**.

TO HAVE AND TO HOLD such easement for public purposes so long as the same shall be used, operated, and maintained as such.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this _____ day of _____, 20__.

GRANTOR:

Christopher F. Meyer, Asset
Manager
GLACIER 1919 LINCOLN WAY,
LLC

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Christopher F. Meyer, the Authorized Agent of GLACIER 1919 LINCOLN WAY, LLC, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said corporation.

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

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

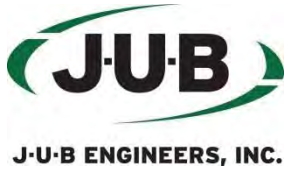


EXHIBIT 'A'

LEGAL DESCRIPTION

SANITARY SEWER EASEMENT FOR LOT 7, BLOCK 2 OF KOOTENAI ADD.

February 12, 2025

That portion of the alley located in Block 2 as shown on the plat of Kootenai Addition to the City of Coeur d'Alene, according to thereof recorded in Book C of Plats, Page 8, records of Kootenai County, Idaho being situated in Government Lot 14, Section 11, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follow:

BEGINNING at the southeast corner of Lot 7, Block 2 of said Kootenai Addition to the City of Coeur d'Alene;

thence North 00°43'55" East along the east line of said Lot 7, a distance of 14.00 feet;

thence leaving said east line, South 88°58'09" East, a distance of 16.00 feet, more or less, to the west line of Lot 6, Block 2 of said Kootenai Addition to the City of Coeur d'Alene;

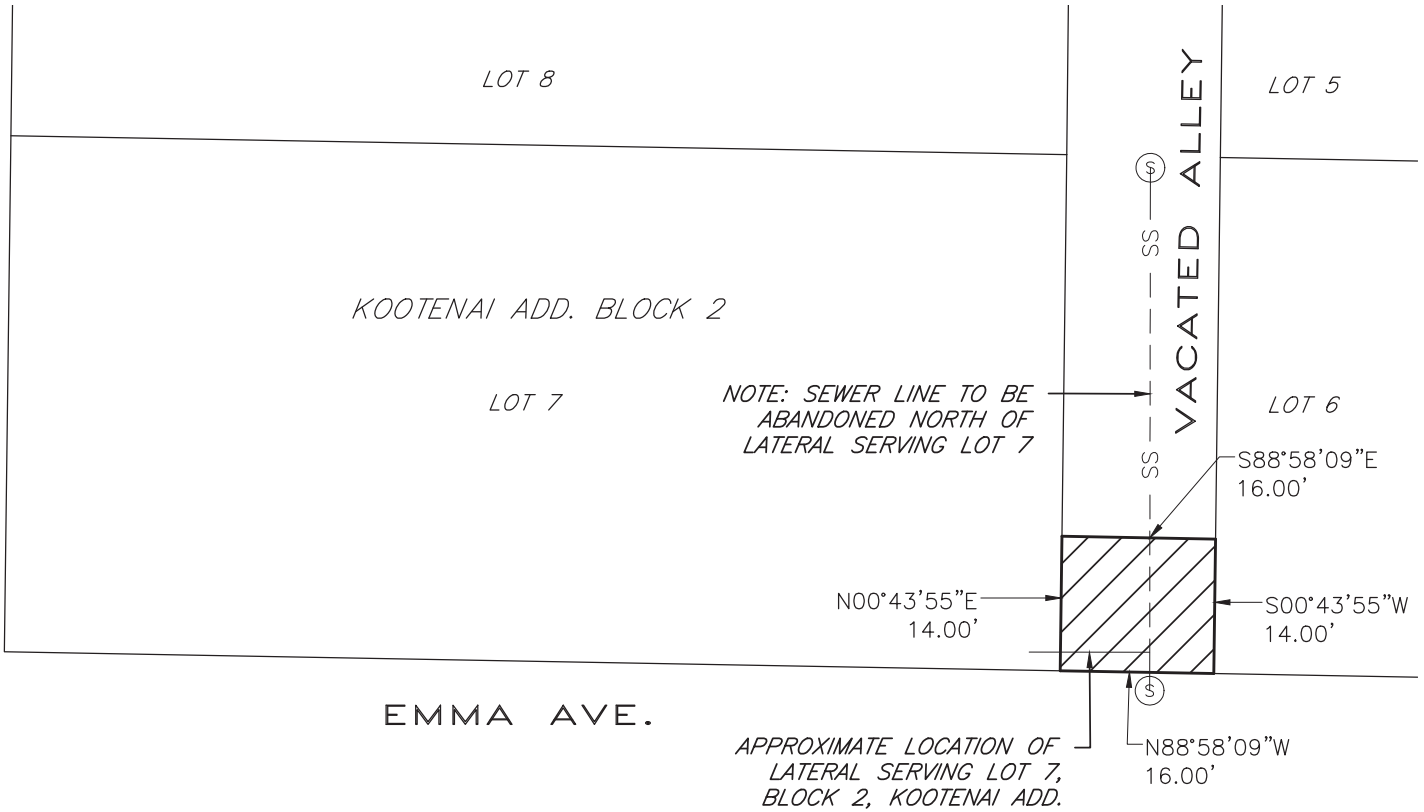
thence South 00°43'55" West along said west line, a distance of 14.00 feet, more or less, to the southwest corner of said Lot 6 and the northerly right-of-way of Emma Avenue;

thence leaving said southwest corner, North 88°58'09" West along said northerly right-of-way of Emma Avenue, a distance of 16.00 feet, more or less to the POINT OF BEGINNING.

Containing 224 square feet, more or less.



EXHIBIT B

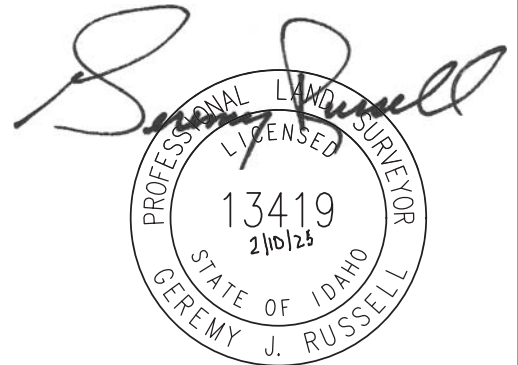


LEGEND

 SANITARY SEWER EASEMENT AREA



SCALE IN FEET



Plot Date: 2/10/2025 10:10 AM Plotted By: David Grebe
Date Created: 2/10/2025 \JUB.COM\CENTRAL\CLIENTS\ID\ARKWOOD\PROJECTS\20-24-054-705\EMMA SURVEY\DWG\20-24-054-SS_EASE.DWG

REUSE OF DRAWINGS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 20-24-054_SS_EASE
JUB PROJ. #:
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR



SANITARY SEWER EASEMENT

SITUATED IN GOV'T LOT 14, SEC. 11, T 50N, R 4W, B.M. "EXHIBIT A"
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET

1

NO.	REVISION DESCRIPTION	BY	DATE	LAST UPDATED: 2/10/2025
	Resolution No. 25-009			

CITY COUNCIL STAFF REPORT

DATE: February 18, 2025
FROM: Dennis J. Grant, Streets & Engineering Project Manager
SUBJECT: **Approval of Grant Deed for Access Easement at 1824 N. Melrose Street.**

DECISION POINT

Staff is requesting the City Council to approve the Grant Deed for an Access Easement from GLACIER 1919 LINCOLN WAY, LLC, Grantor, at the alley north of Emma Avenue, between Melrose and Nora Street.

FINANCIAL ANALYSIS

There will be no cost to the city for this grant of access easement.

PERFORMANCE ANALYSIS

The City of Coeur d'Alene has stated that they need this easement. Attached is the Grant Deed Easement and Exhibits for approval. The signed agreement will allow the vacation of the alley right-of-way, at this same location, to be completed.

RECOMMENDATION

Staff recommends the approval of the Grant Deed for the Access Easement from GLACIER 1919 LLINCOLN WAY, LLC, Grantor, at the alley north of Emma Avenue, between Melrose and Nora Street.



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 'A'

LEGAL DESCRIPTION

ACCESS EASEMENT FOR LOT 7, BLOCK 2 OF KOOTENAI ADD.

February 12, 2025

That portion of the alley located in Block 2 as shown on the plat of Kootenai Addition to the City of Coeur d'Alene, according to thereof recorded in Book C of Plats, Page 8, records of Kootenai County, Idaho being situated in Government Lot 14, Section 11, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follow:

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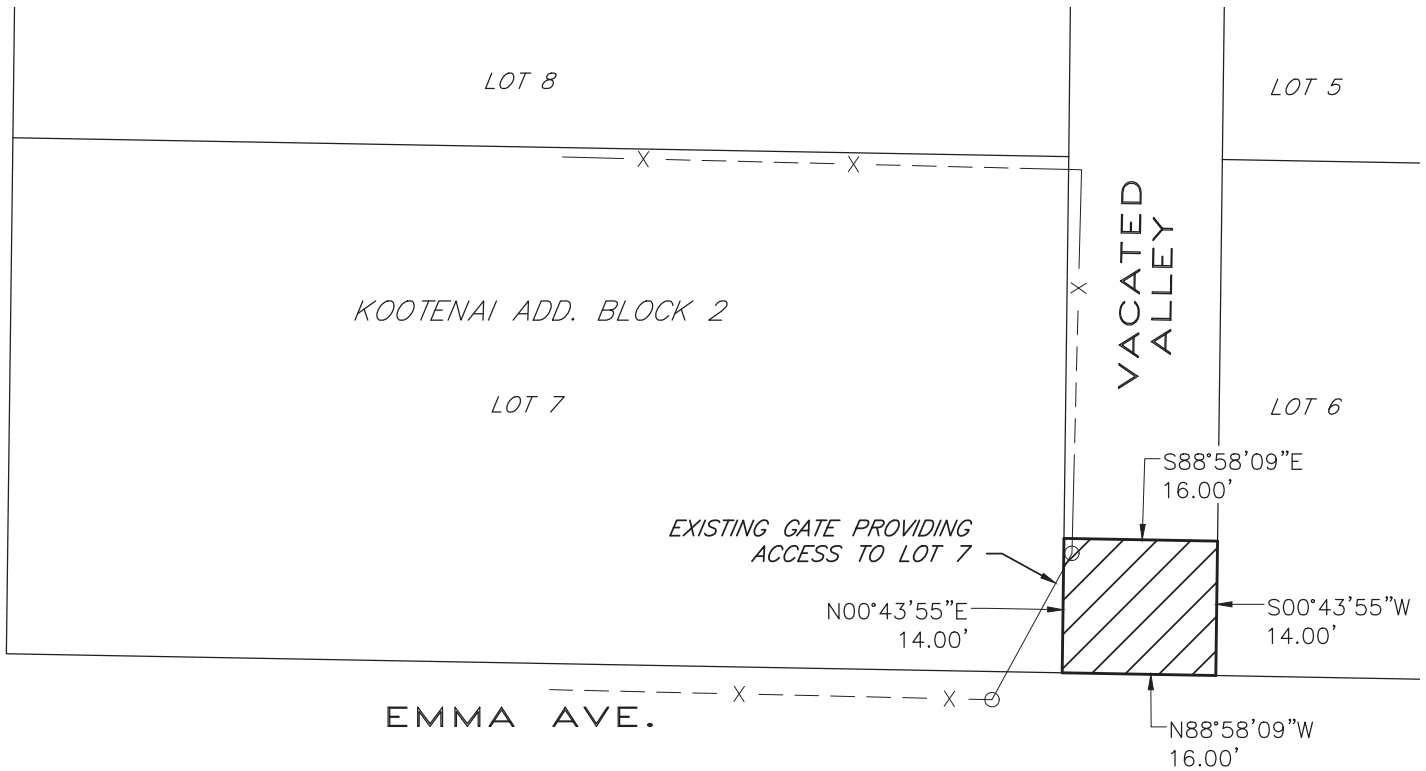
thence South 00°43'55" West along said west line, a distance of 14.00 feet, more or less, to the southwest corner of said Lot 6 and the northerly right-of-way of Emma Avenue;

thence leaving said southwest corner, North 88°58'09" West along said northerly right-of-way of Emma Avenue, a distance of 16.00 feet, more or less to the POINT OF BEGINNING.

Containing 224 square feet, more or less.



EXHIBIT 'B'

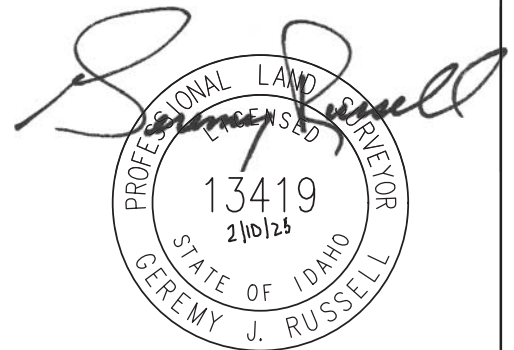


LEGEND

 PERMANENT ACCESS EASEMENT AREA



SCALE IN FEET



Plot Date: 2/10/2025 10:09 AM Plotted By: David Grebe
 Date Created: 2/10/2025 JUB.COM\CENTRAL\CLIENTS\ID\ARKWOOD\PROPERTIES\PROJECTS\20-24-054_705EMMA SURVEY\DWG\20-24-054_ACCESS_EASE.DWG

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FILE: 20-24-054_ACCESS_EASE

JUB PROJ. #:
 DRAWN BY: DFG
 DESIGN BY:
 CHECKED BY: GJR



J-U-B ENGINEERS, INC.

ACCESS EASEMENT

SITUATED IN GOV'T LOT 14, SEC. 11, T 50N, R 4W, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET

1

NO.	REVISION DESCRIPTION	BY	APR	DATE	LAST UPDATED: 2/10/2025

Recording Requested By and When
Recorded Return to:

City of Coeur d'Alene
Attn: Renata McLeod
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **GLACIER 1919 LINCOLN WAY, LLC**, whose address is **2100 Northwest Blvd, Ste. 350, Coeur d'Alene, ID, 83814-5047**, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE, a municipal corporation, the GRANTEE, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814**, its successors and assigns, a non-exclusive easement, together with the rights of ingress and egress for the following described property:

See attached EXHIBIT A and as depicted on EXHIBIT B.

The **GRANTOR** agrees to keep the above-described easement clear of all buildings, structures, deep rooted flora, and other obstructions, not to include the storage of removable items.

TO HAVE AND TO HOLD such easement for public purposes so long as the same shall be used, operated, and maintained as such.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this _____ day of _____, 20__.

GRANTOR:

Christopher F. Meyer, Asset
Manager
GLACIER 1919 LINCOLN WAY,
LLC

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Christopher F. Meyer, the Authorized Agent of GLACIER 1919 LINCOLN WAY, LLC, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said corporation.

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

Notary Public for Idaho
Residing at _____
My Commission Expires: _____



EXHIBIT 'A'

LEGAL DESCRIPTION

ACCESS EASEMENT FOR LOT 7, BLOCK 2 OF KOOTENAI ADD.

February 12, 2025

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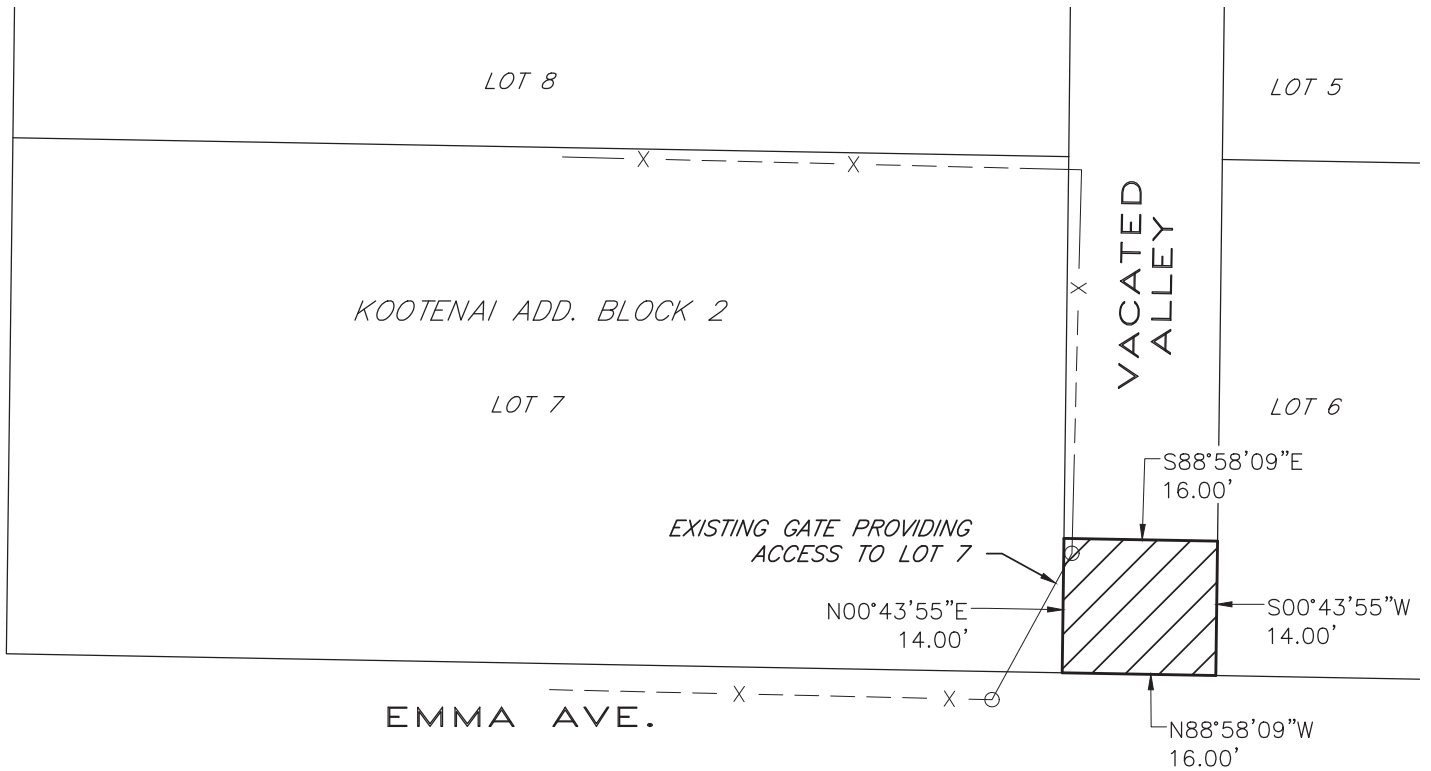
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Containing 224 square feet, more or less.



EXHIBIT 'B'

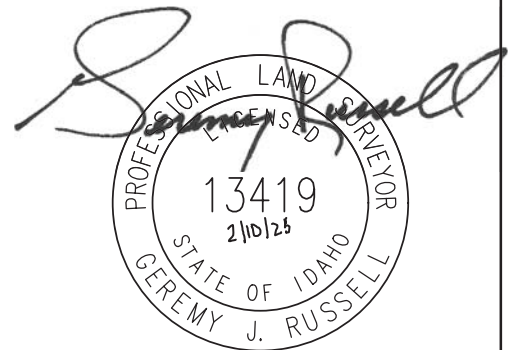


LEGEND

 PERMANENT ACCESS EASEMENT AREA



SCALE IN FEET



Plot Date: 2/10/2025 10:09 AM Plotted By: David Grebe
Date Created: 2/10/2025 \\JUB.COM\CENTRAL\CLIENTS\ID\PARWOOD\PROPERTIES\PROJECTS\20-24-054_705EMMA SURVEY\DWG\20-24-054_ACCESS_EASE.DWG

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FILE: 20-24-054_ACCESS_EASE
JUB PROJ. #:
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR



ACCESS EASEMENT

SITUATED IN GOV'T LOT 14, SEC. 11, T 50N, R 4W, B.M. 14
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET

1

NO.	REVISION DESCRIPTION	BY	APR	DATE	LAST UPDATED: 2/10/2025

Resolution No. 25-009

**CITY COUNCIL
STAFF REPORT**

Date: February 18, 2025
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: ATLAS MILL PARK PASSIVE WATERSPORTS RENTALS

DECISION POINT: Should Council approve a five-year agreement with, Kayak Coeur d’Alene, LLC, Paul Brown, Manager, to provide passive watersport rentals at Atlas Mill Park.

HISTORY: Atlas Mill Park is Coeur d’Alene’s newest waterfront park and it sees a large amount of use by visitors. Kayak Coeur d’Alene, LLC, will provide a new service for our park patrons, this would be similar to the vendor watercraft rental concessionaire we have at Independence Point.

FINANCIAL ANALYSIS: Per the agreement, the vendor will operate seven (7) days a week during the season of operation, including weekends and holidays for a fee of Three Thousand Dollars (\$3,000.00) for the first year and increasing based on Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change.

PERFORMANCE ANALYSIS: This concession location will offer opportunities for the public to enjoy recreational use of this waterfront location for families and visitors to the City of Coeur d’Alene.

DECISION POINT/RECOMMENDATION: Council should approve a five-year agreement with Kayak Coeur d’Alene, LLC, Paul Brown, Manager, to provide passive watersport rentals at Atlas Mill Park.

**AGREEMENT FOR
PASSIVE WATERSPORT RENTAL CONCESSION**

THIS AGREEMENT is made and entered into this 18th day of February, 2025, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the "City," and **PAUL BROWN, AKA, KAYAK COEUR D'ALENE, LLC**, with the principal place of business at 748 North 2nd Street, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City advertised a Request for Qualifications to establish a passive watersport rental at Atlas Mill Park; and

WHEREAS, the City evaluated the responses to the Request for Qualifications in light of the proposal requirements; and

WHEREAS, the Contractor has been awarded a contract for kayak rental at a location generally described as: a pre-fab contained booth of no more than 8' x 10' or 80 square feet at the waterfront near the accessible ramp at Atlas Mill Park.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, the Contractor shall operate and maintain a passive use kayak rental concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement, the parties agree that the term "employee" shall include the Contractor, employees of the Contractor, and any volunteers that assist the Contractor, as well as its board members (if any) and subcontractors.

Section 2. Location: The Contractor shall conduct the business of renting kayaks from a pre-fab, contained booth, no greater than 8' x 10' in size, at the waterfront near the accessible ramp at Atlas Mill Park, the precise site of which shall be determined by the Parks and Recreation Director, but will be in the general area per Exhibit A.

Section 3. Community Relations: The Contractor agrees that he, his managers, and his employees will be courteous and informed about the community, and will assist with questions from tourists and other users of public recreational facilities. Particularly, the Contractor, and his managers and employees must become familiar with the immediate area including Atlas Mill Park, Riverstone Park, and the Centennial Trail.

Section 4. Appropriate Attire: The Contractor agrees that he and his managers, and his employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved pants or shorts, if shorts are to be worn. Approval must be received from the Parks Director. It will not be permissible to operate the concession without a shirt or in bikini-type swimwear.

Section 5. Staffing: The Contractor's kayak concession must be staffed by at least one employee at all times the concession is open.

Section 6. Hold Harmless: The Contractor shall hold the City harmless and shall waive all claims for any incidental or consequential damages or lost profits during the term of the agreement caused by construction projects located in the Atlas Mill area. The Contractor further understands and agrees that, during the term of this agreement, the City or agents of the City may commence projects involving public properties which may result in the City terminating this Agreement pursuant to the notice provision in Section 23 below entitled "City's Option to Terminate Agreement," or otherwise restricting the operations of the concession.

Section 7. Worker's Compensation: The Contractor agrees to maintain workers compensation coverage on all of its employees during the term of this Agreement as required by Title 72, Idaho Code. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or, in the alternative, submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law. Notwithstanding the foregoing, nothing in this Agreement shall be construed, or is intended to be construed, so as to render the Contractor, or his employees, to be employees of the City.

Section 9. Negligent or Wrongful Acts: The Contractor agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of the Contractor, and his agents or employees. The Contractor further agrees, at the Contractor's sole cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of the Contractor's concession or in connection with the negligent or wrongful acts, errors and omissions of the Contractor, and his agents or employees. To that end, the Contractor shall maintain a policy of liability insurance, naming the City as an additional insured, with limits at least those required by Idaho Code § 6-924.

Section 10. Building Specifications: The Contractor will provide, upon City approval, a pre-fabricated booth that will remain the Contractor's property. The following concession specifications, in addition to any other requirement set forth herein, will be adhered to by the Contractor:

- A. Maximum size is a pre-fabricated shed at 8' x 10' or 80 square feet.

- B. The area in and around the concession must be kept neat and clean, and free of litter, throughout the season.
- C. The concession must display their business logo.

Section 11. Term: The City shall grant a concession permit to the Contractor for five years, covering the summer seasons beginning June, 2025, through August 31, 2030. The Contractor will operate seven (7) days a week during the season, including holidays. Hours of operation may begin at 8 a.m. and end by 6 p.m. This agreement may be renewed for an additional five (5) years upon written request by the Contractor, provided no later than the conclusion of the fifth year of this agreement, August 31, 2030.

Section 12. Consideration: The Contractor shall, in consideration for the permit to operate and maintain said concession as set forth in Section 15 at the said location, pay the sum of Three Thousand Dollars (\$3,000.00) for the first year of the Agreement by April 15 each year. The annual fee shall increase in the second and third years of this Agreement. An increase for each subsequent years will be based on the Western Consumer Price Index (CPI) increase. Payment shall be made to the City of Coeur d'Alene Parks & Recreation Department.

Section 13. City Ordinances: The Contractor shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapters 4.25 and 5.75, and all state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to the Contractor's operations.

Section 14. Violation of Regulations: The Contractor agrees that any violation of regulations, ordinances, or any evidence of collusion in the violations of regulations or ordinances, may result in criminal prosecution and/or in the revocation of the permit, together with forfeiture of the consideration, and the Contractor may not be allowed to rebid or resubmit a proposal for any concession on City property for a period of three (3) years.

Section 15. Non-transferable: The Contractor also agrees and understands that the concession site cannot be transferred to another vendor without permission of the City.

Section 16. Parking: Except for parking in lawfully designated parking spaces, neither Contractor nor its employee(s) shall park vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 17. City's Option to Terminate Agreement: The City may, at any time after providing ten (10) days' written notice to the Contractor, terminate this Agreement for cause or for no cause, and retake possession of the space. The City shall provide a refund to the Contractor of the prorated, unearned portion of the payment, unless termination was for the Contractor's wrongful conduct or violation of a provision of this Agreement. The notice of the exercise by the City of its option to terminate the Agreement for no cause shall be given in the same manner as notice of termination in case of default. The City will not be liable for any consequential damages, including loss of profits or employee wages and benefits.

Section 18. Forfeiture of Permit: It is understood that time is of the essence and should the Contractor fail to perform all of the covenants herein required, the City may declare the permit forfeited. Upon forfeiture of the permit, the Contractor shall cease operation of the concession at the location. However, before declaring such forfeiture, the City shall notify the Contractor in writing of the particulars in which the City deems the Contractor to be in default and the Contractor will have three (3) days to remedy the default. For a second or subsequent violation of this Agreement in a single year, the City may, in its sole discretion, refuse to allow the Contractor to cure and may declare an immediate forfeiture by sending written notice to the Contractor.

Section 19. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to the Contractor at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to, or received through the United States Mail by, the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and KAYAK COEUR D'ALENE, LLC, have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE

KAYAK COEUR D'ALENE, LLC:

By: _____
Woody McEvers, Mayor

By: _____
Paul Brown, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A



CITY COUNCIL STAFF REPORT

Date: February 18, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: COEUR D'ALENE JUNIOR TACKLE FOOTBALL ASSOCIATION AGREEMENT

DECISION POINT: Should Council renew the use agreement and football facility lease with Coeur d'Alene Junior Tackle Football Association (Junior Tackle) for use of Person Field?

HISTORY: Junior Tackle has conducted their program at Person Field for a number of years. The last recorded agreement expired some time ago. We are updating the agreement to include the football facility lease, use of Person Field for their program, and annual fees for electricity.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this Agreement. Junior Tackle will pay Two Thousand Dollars and No/100 (\$2,000.00) each year with a five percent (5%) increase each year.

PERFORMANCE ANALYSIS: This agreement will properly record the partnership between the City and Junior Tackle with options for renewal and increased fees annually to be in line with other Parks and Recreation Agreements. The suggested length of the agreement is five (5) years with the option to renew.

DECISION POINT / RECOMMENDATION: Council should approve the updated agreement with Coeur d'Alene Junior Tackle Football Association.

AGREEMENT

THIS AGREEMENT, entered into 18th day of February, 2025 between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the **Coeur d'Alene Jr. Tackle Football Association**, a nonprofit organization, hereinafter referred to as the "Association,"

WITNESSETH:

WHEREAS, Person Playfield includes a football facility that the Association desires to use for its Football League; and

WHEREAS, the parties have reached an agreement as to certain conditions for the maintenance and other matters regarding Person Playfield;

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Parties acknowledge and agree that the owner of Person Playfield is the City of Coeur d'Alene.
2. The Association will pay Two Thousand Dollars (\$2,000.00) for the 2025 season. Each season an additional five percent (5%) increase will be assessed to the prior years' payment; as an example, 5% will be added to the 2026 payment that will total Two Thousand and One Hundred Dollars (\$2,100.00), the fee due in 2027 will be Two Thousand Two Hundred and Five Dollars (\$2,205.00), and so on. This fee covers the lease payment for the Junior Tackle Storage Shed and field use at Person Field.
3. The City will issue a separate invoice to the Association for electricity utilized by the storage shed each fiscal year; October 1 through September 30. This invoice will be processed no later than the end of January each year.
4. The Association agrees to pay fees for additional field use not covered in this agreement. Such additional field use will require a separate permit, fees, and approval by the Recreation Superintendent.
5. The Association will complete all field preparation for their use.
6. The term of this agreement will begin when signed and end December 31, 2030. Upon letter or email request, this agreement may renew for an additional five-year term as long as both parties are in agreement.

7. The Association agrees that any modifications to Person Playfield, not set forth in this agreement, must be approved by the City and paid for by the Association. This provision is not intended to apply to temporary improvements necessary to facilitate the playing of football. However, such determination as to the temporary nature of improvements shall be made by the Recreation Superintendent.

8. The Association hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including the Association's use. To this end, the Association shall provide liability insurance naming the City as additionally insured in the amount of One Million Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. Proof of insurance(s) must be provided to the city each year prior to use of the facilities by the Association.

The parties agree that Person Playfield will be available to the Association Monday through Friday, September to mid-November starting at 4:00 pm until dark, and on game days, 9 am until dark.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, and the Association has caused the same to be signed by its President, attested the day and year first above written.

CITY OF COEUR D'ALENE

**COEUR D'ALENE JR. TACKLE FOOTBALL
ASSOCIATION**

Woody McEvers, Mayor

By: _____
Bobby Fitzgerald, President

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

Date: February 18, 2025
From: Adam Rouse, Recreation Superintendent
SUBJECT: INLAND NORTHWEST PICKLEBALL CLUB MOU (*Council Action Required*)

DECISION POINT: Should Council approve a Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club for use of Cherry Hill Park for its annual tournament?

HISTORY: Pickleball is one of the fastest growing sports in the nation and, just within the last year, the Club's membership has gone from 350 to over 500. We have an ongoing partnership with the Club that has allowed us to perform pickleball court improvements as well as providing pickleball lessons through our recreation division. The Club has held its tournament at Cherry Hill for the past five (5) years.

FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this MOU.

PERFORMANCE ANALYSIS: The Club has hosted their pickleball tournament at the Cherry Hill Courts for the last 5 years with great success and it brings in people from all over the country, as well as some players from Canada. A formal MOU ensures continuity for their event into the future.

DECISION POINT / RECOMMENDATION: Council should approve a Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club for use of Cherry Hill Park for its annual tournament.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D’ALENE AND
INLAND NORTHWEST PICKLEBALL CLUB
FOR THE ANNUAL PICKLEBALL TOURNAMENT**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d’Alene (“City”) and the Inland Northwest Pickleball Club (“Club”), and is intended to document the parties’ understanding of, and agreement regarding their use of city property for the Club’s Annual Cherry Hill Pickleball Tournament.

II. RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, the Club is an Idaho unincorporated nonprofit organization, located in Coeur d’Alene, Kootenai County, Idaho, whose mailing address is P.O. Box 1234, Coeur d’Alene, Idaho, 83816; and

WHEREAS the Club annually sponsors the INWPC Annual Tournament at Cherry Hill Park, located at 1718 North 15th Street, Coeur d’Alene, Idaho; and

WHEREAS, it is the mutual desire of the City and the Club to memorialize their understanding and agreement with respect to their cooperation on the Pickleball Tournament; and

WHEREAS, this MOU creates a mutually beneficial solution for the parties involved.

NOW THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this MOU shall be five (5) years, commencing on the date the parties have signed this MOU.
2. This MOU may be extended upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions the Parties may agree.

B. Fees: Appropriate permit fees will be determined each year focusing on use and impact to the park. The City agrees to receive services from the Club in lieu of fees at

its discretion. Any other usage of pickleball facilities on more than a casual basis will require approval by the City and may require permit fees.

- C. Dates of Usage: The Pickleball Tournament annually takes place the second week in July and will utilize all pickleball courts at Cherry Hill Park.
- D. Waiver: The Club acknowledges and agrees that during the term of this MOU, the City may schedule programs that require use of the facilities covered by this agreement. The City will provide the Club with at least two (2) weeks' notice to allow communication with its members.
- E. Parks & Recreation Department Permit: The Club understands their Tournament activities will require an annual field use permit to be completed to ensure event activities are properly recorded for Parks and Recreation Department staff. Completion of these permits by the Club will take place at least 60 days prior to the start date of the activities.

IV. TERMS FOR EVENTS:

- A. The Club shall maintain general liability insurance with limits of at least \$1,000,000, proof of which shall be provided to the City, naming the City of Coeur d'Alene as an additional insured;
- B. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omissions, or negligence of its own officers, agents, and employees.
- C. That lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

CITY OF COEUR D'ALENE

INLAND NORTHWEST PICKLEBALL CLUB

Woody McEvers, Mayor

_____, _____
Name Title

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS

Coeur d'Alene Fire Department Bond Survey

Prepared for: Coeur d'Alene City Council
February 18, 2025

1

About PSG

Portman Square Group's team brings decades of experience navigating complex campaign challenges, is headquartered in Idaho and is uniquely positioned to serve clients throughout Idaho. We believe that our strong community ties, expertise in the field of strategic communications and political and bond campaigns, exceptional customer service, and commitment to high quality, effective advocacy will provide clients with the best possible outcome.

We work with clients to build strong relationships with key community, government, and political stakeholders. With senior-level experience in Boise, Idaho, we can design, guide, and facilitate efforts in concert with client teams and offer a full range of public affairs services including strategic communications, survey deployment, media outreach, and coalition building. Our team helps clients succeed with compelling messages and impactful communication plans and by tying communications to organization objectives and needs.

We work with technology start-ups, non-profits, state, local, and federal government agencies, Fortune 100 companies and small companies alike. We work with a broad range clients across industries providing strategic communications support including the Air Force Research Laboratory, Honeywell, Idaho National Laboratory, Chevron, META, BP, Cambia, Agrium, TRIA Coalition, Amalgamated Sugar, and many other organizations in Idaho and across the country. We are also a women-owned small business.

2

Our Role

Portman Square Group's role is to help ensure the community has access to clear and accurate details to make an informed decision. Transparency and trust are at the heart of this process, and PSG is committed to upholding those values. The services PSG is contracted to provide include:

- **Strategy Development:** Develop a comprehensive campaign strategy outlining key objectives, target audiences, messaging, and timelines. The team will work with the City to create an effective, focused communications strategy, building on sound analysis – with the primary objective of educating the public about the department's needs and bond initiative.
 - **Development of Educational Materials:** Develop concise, educational materials which accurately communicate the project's scope, objectives, and benefits to residents, voters, other stakeholders, and media outlets. This will include crafting presentations, press releases, FAQs, and digital and social media content that highlights the need for the project and its impact on the community.
 - **Deployment of a Community Survey:** Deploy electronic survey to City residents and voters via text, social, and digital channels to gauge sentiment and respond to voter concerns.
 - **Voter Outreach and Education:** Coordinate outreach and education efforts, including town halls, open houses, and stakeholder meetings, to foster dialogue between the City and its residents.
-

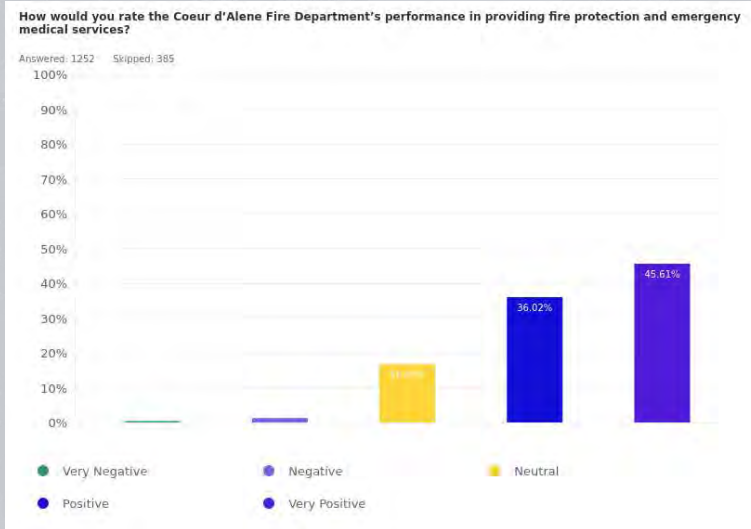
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Survey Overview

- **Total Responses:** 1,637 (1,062 completed, 575 partial)
 - 99% of respondents are registered voters
 - **Statistically Significant Level:** 384 responses
 - **Survey Period:** January 16 to February 6, 2025
 - **Purpose:**
 - Evaluate the community's understanding of the fire department's needs.
 - Gauge support for proposed improvements to the fire department.
 - Measure community backing for a bond measure to fund these improvements.
 - Support for an increase to taxes to accomplish fire department needs.
 - **Methodology:** Online survey distributed to residents via text, other digital channels, and through community partnerships
 - 14,732 delivered directly to reliable city voters at survey launch
-

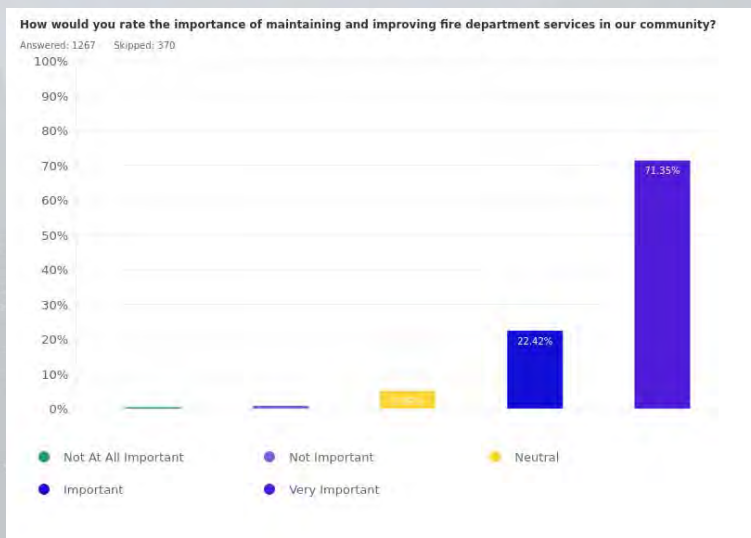
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COMMUNITY SENTIMENT



5

COMMUNITY SENTIMENT

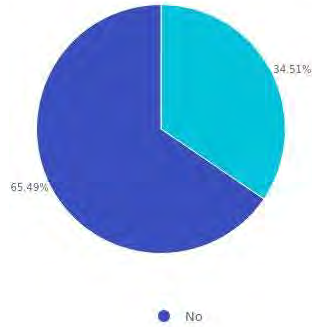


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COMMUNITY SENTIMENT

Are you aware of the current condition and needs of our local fire department?

Answered: 1049 Skipped: 13



Are you aware of the current condition and needs of our local fire department?

The anticipated annual tax impact to fund the department's needs is approximately \$17 per \$100,000 in property value. Would you find that an acceptable tax impact for investment in our EMS and fire services?



7

SUPPORT FOR DEPARTMENT PROPOSALS

Station No. 2 is central to our department operations due to its location. It was built in 1992 and approximately 35% of our calls are serviced from this station. Originally built to house 2 staff, the station is now home to 5 firefighters on any given day. Station No. 2's location allows the department to respond more quickly to calls than other stations. It also houses Engine 2 and Medic 32, two of our busiest Fire Companies. Upgrading and modernizing this facility, and making improvements at other stations, will help support current and future service delivery, allowing us to better serve our residents and visitors. The projected cost to rebuild this facility and support the department during that process is \$6 million.

Would you support a bond measure to fund a remodel of Station No. 2 and make other improvements in our station facilities?

Answered: 1156 Skipped: 471



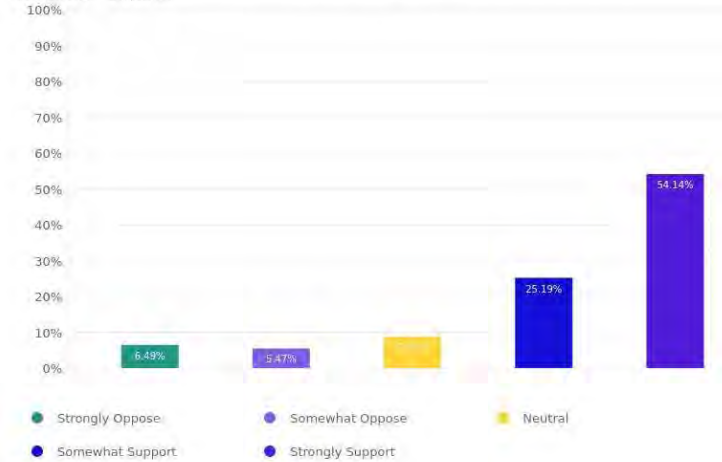
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SUPPORT FOR DEPARTMENT PROPOSALS

The Coeur d'Alene fire department needs to retire and replace 8 fire trucks and other fleet vehicles to help us continue to meet our service response timelines and respond to complex EMS and fire calls. We estimate that it will cost approximately \$10 million to make this investment in our fleet.

Would you support a bond measure to fund replacing aging fire trucks?

Answered: 1171 Skipped: 466



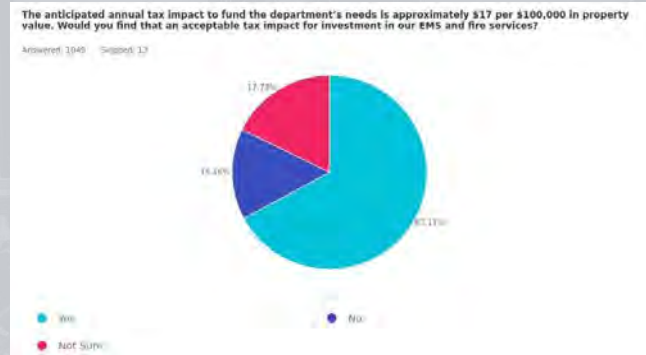
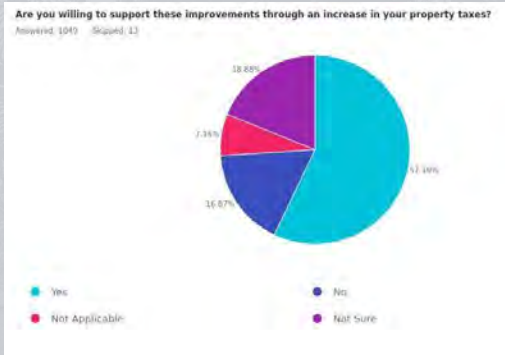
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SUPPORT BY DEMOGRAPHICS

- **Age & Support Levels:**
 - Strongest support among 35-54 (27.06%) and 65+ (44.38%)
- **Years in Community & Support Levels:**
 - 69.95% of respondents lived in CDA for over 10 years
→ higher likelihood of bond support
- **Political Affiliation & Support Trends:**
 - Republican (47.28%)
 - Independent (12.37%)
 - Democratic (15.59%)
 - Libertarian (1.91%)

10

SUPPORT FOR PROPERTY TAX INCREASE



11

COMMUNITY PRIORITIES

- **Top Priorities for Improvement:**
 - Hiring Additional Firefighters (20.93%)
 - Modernizing Facilities (20.42%)
 - Acquiring Advanced Equipment (19.72%)
 - Building New Fire Stations (6.57%)
 - Other (32.36%)

12

KEY COMMUNITY CONCERNS

- Growth & Infrastructure Not Keeping Pace with Demand
- Funding & Fiscal Management Transparency
- Concerns Over Increased Taxes & Alternative Funding Sources
- Staffing Shortages & Response Times
- Equipment & Facilities Modernization Needs
- Calls for Increased Public Education & Communication

13

NEXT STEPS

Implement Voter Education Initiative

- Digital Information Campaign: Social media platforms and text-based outreach, including for GOTV efforts
- Community Meetings
- Community and Business Leaders Engagement
- Website & FAQs
- Collateral Materials

14

Thank you.

Amy Holly
Principal
Portman Square Group
aholly@portmansquaregroup.com

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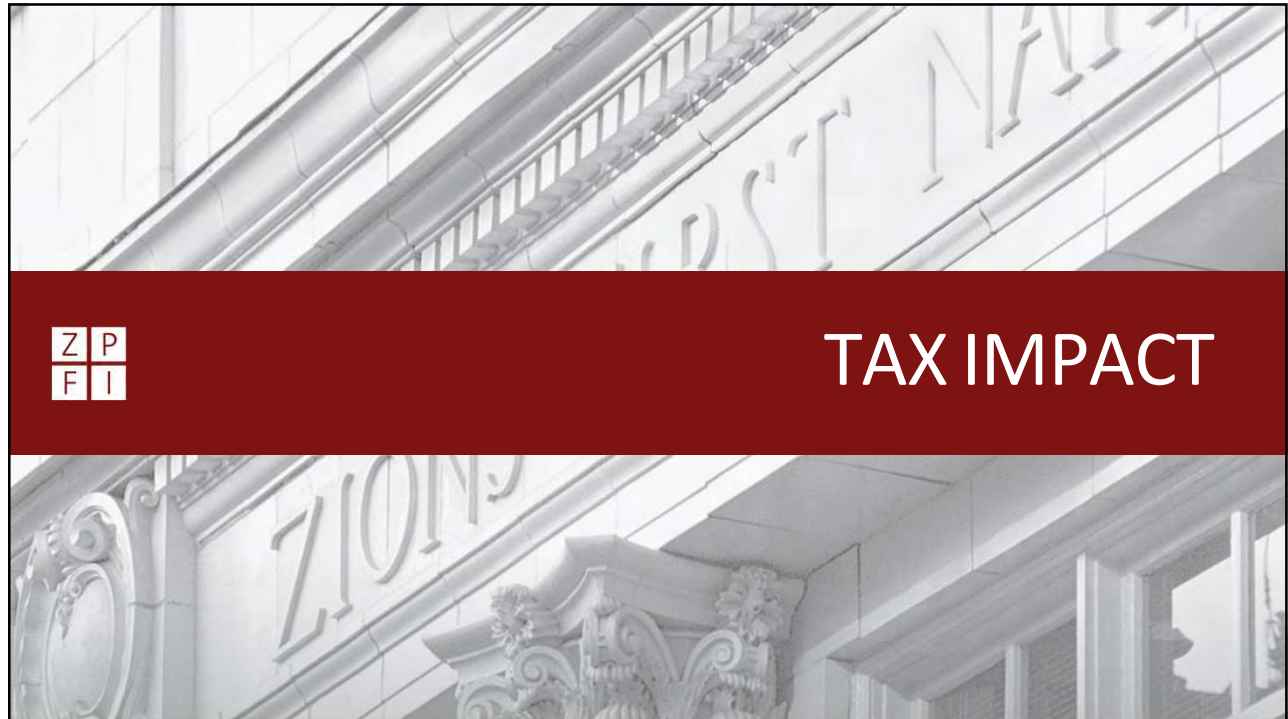
City of Coeur d'Alene Bond Discussion

Michael Keith

Vice President



1



2

Tax Impact to Average Home



Summary of Proposed Bonds

City Taxable Market Value + Urban Renewal \$12,102,502,235

Proposed Bond Amount **\$16.4M**

Term	10 Years
Interest Rates (as of 01/03/2025)	3.21%
Bond Proposed Amount	\$16,400,000
Estimated Interest Cost	<u>\$3,135,250</u>
Total	\$19,535,250
Average Annual Payment	\$1,953,525
Tax Impact (Per \$100,000 of Taxable Value)	16.14



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3

Tax Impact to Average Home

Tax Impact of Increase on Average Home	Proposed \$16.4M Bond	\$16.4M Bond w/ roll off of 2015 Bond
ZHVI for City of Coeur d'Alene ⁽¹⁾	\$ 551,612	\$ 551,612
Less Homeowner's Exemption ⁽²⁾	<u>\$ 125,000</u>	<u>\$ 125,000</u>
Net Taxable Home Value	\$ 426,612	\$ 426,612
Net Bond Tax	\$ 16.14	\$ 16.14
Less 2015 Bond Tax		<u>\$ (7.25)</u>
Net Impact		<u>\$ 8.89</u>
Annual Tax Impact on Average Home	\$ 68.86	\$ 37.94
Monthly Cost	\$ 5.74	\$ 3.16



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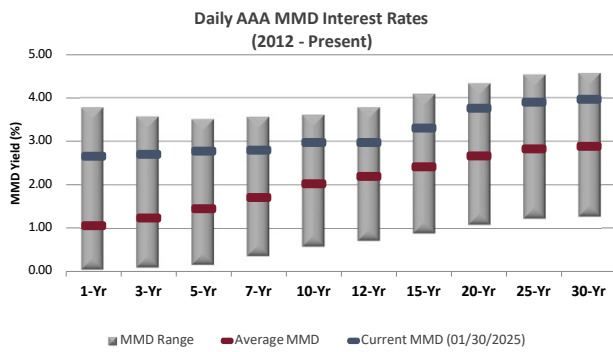
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CURRENT INTEREST RATES

5

Interest Rate Trends Cont.



2015 Bond Rate: 2.05%
Current Anticipation: 3.21%

Bond Rates have risen over past 10 years since the City last issued GO Bonds driven by:

Federal Reserve Policy

The Fed's decisions to raise interest rates to combat inflation have directly impacted bond rates.

Inflation Expectations

Persistent inflation concerns have led investors to demand higher yields.

Economic Growth

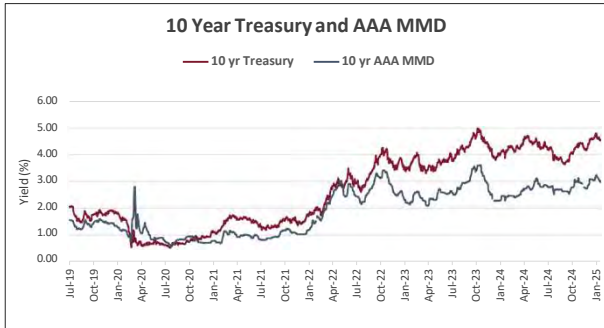
Strong economic growth has increased demand for capital, pushing up interest rates.



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6

Interest Rate Trends



Current Interest Drivers

- 1) **Federal Reserve's Stance:** Fed Chairman Jerome Powell expressed patience on future rate adjustments.
- 2) **Strong Economic Data:** Recent reports showed stronger-than-expected growth.
- 3) **Positive Market Sentiment:** Solid corporate earnings and a resilient economy boosted investor confidence.



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7



ELECTION DETAILS

8

2025 Election Dates



May 20

Ballot Question Submission to County
Deadline March 31



November 4

Ballot Question Submission to County
Deadline September 15

Election dates for school district property tax levy questions (bonds, plant, and supplemental levies) are the **3rd Tuesday in May** and the **Tuesday after the 1st Monday in November**.

May and November elections of even number years, require filing more than 60 days prior to the election date (odd number years require 50 days).

9

Ballot Disclosure Requirements



The Ballot **must** include:

- Date of the Election
- Purpose for which the levy shall be used
- The anticipated interest rate
- Total amount to be repaid over the life of the bonds
- Dollar amount estimated to be collected each year from the levy

A tax of \$ _____ per \$100,000 of taxable assessed value per year, based on current conditions.”

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10



**Capital
Replacement &
Facility
Improvements
General Obligation
Bond May 2025**



1



Current Needs

- ▶ Fire apparatus fleet/ equipment replacement: \$10,036,161.00
- ▶ Facility upgrade/ remodels \$6,300,000.00



2

Fire Apparatus Fleet/ Equipment Replacement

(4) Rescue Pumpers	\$4,549,220.00
(1) Platform Aerial	\$2,196,941.00
(1) Heavy Rescue	\$1,650,000.00
(1) Spartan Pumper (early)	\$1,100,000.00
(1) BC Unit	\$125,000.00
(2) Staff vehicles	\$180,000.00
(2) Utility Vehicles (tow/plow)	\$200,000.00
(1) UTV	\$35,000.00

Facilities

Station 2 Upgrade/ Remodel/ Training Grounds	\$5,650,000.00
Station 1 Remodel (PPE/Decon)	\$200,000.00
Station 3 Expansion (Tech Rescue)	\$450,000.00

\$16,336,161.00



3

2015 vs 2025 Costs

Pumper Engine

\$585,000 / \$1,200,000

Ladder Truck

\$1,400,000 / \$2,200,000

Command Vehicles

\$62,500 / \$100,000



4



Construction Costs

In 2017 we opened our newest Fire Station-4 at Atlas & Hanley for approximately \$1,500,000.00 or \$187.00/ square foot

Today, we are expecting our facility upgrade/ remodels to cost approximately \$400.00/ square foot.



5



Questions?

6

**CITY COUNCIL
STAFF REPORT**

DATE: February 18, 2025
FROM: Kyle Marine Director
SUBJECT: Approve of professional services agreement with J-U-B Engineers, Inc.

DECISION POINT: Should Council approve a Professional Services Agreement with J-U-B Engineers, Inc., for on-call plan review services?

HISTORY: The City of Coeur d'Alene Water Department routinely reviews plans submitted by contractors and developers to determine whether upgrades to the water system are required or recommended. To enhance efficiency and ensure accurate hydraulic modeling assessments, the Water Department seeks to engage J-U-B Engineers, Inc., for professional on-call plan review services. J-U-B Engineers has extensive experience in water system analysis and will provide expertise in evaluating developer-submitted plans for compliance with the City's water infrastructure requirements.

FINANCIAL ANALYSIS: Compensation for services will be based on J-U-B Engineers' standard hourly rates for time spent on plan reviews. The City will not provide additional compensation outside the agreed terms, as all administrative overhead and indirect costs have been factored into the consultant's fee structure. Funding for these services will be passed on to the applicant.

PERFORMANCE ANALYSIS: The agreement allows J-U-B Engineers to perform plan review services as requested by the City. The consultant will analyze submitted plans using the Water Department's hydraulic model and determine if system upgrades are required. The consultant assumes that submitted plans are correct for their intended purpose, and the City will indemnify J-U-B Engineers against any claims arising from deficiencies in the plans. Ultimately, the contractor or developer will be responsible for any deficiencies in the plans they submit. The agreement is for a one-year term, with the potential for extensions upon mutual agreement.

REQUESTED ACTION: City Council should approve the Professional Services Agreement with JUB Engineers, Inc., for on-call plan review services and authorize the Mayor to execute the agreement.

RESOLUTION NO. 25-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR ON-CALL PLAN REVIEW SERVICES.

WHEREAS, the Water Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., to provide professional on-call plan review services for the Water Department for water system analysis pursuant to the Department's hydraulic model, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with J-U-B Engineers, Inc., to provide professional on-call plan review services for the Water Department for water system analysis pursuant to the Department's hydraulic model, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18th day of February, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D’ALENE
and
J-U-B ENGINEERS, INC.
for
ON-CALL SERVICES FOR PLAN REVIEWS

THIS Agreement is made and entered into this 18th day of February, 2025, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, and **J-U-B ENGINEERS, INC.**, a corporation duly organized and existing under the laws of the state of Idaho, with its principal place of business at 2760 W. Excursion Ln., Ste. 400, Meridian, Idaho 83642.

WITNESSETH:

Section 1. Definitions. In this agreement:

A. The term “City” means the City of Coeur d’Alene, 710 Mullan Avenue, Coeur d’Alene, Idaho 83814.

B. The term “Consultant” means J-U-B Engineers, Inc., 2760 W. Excursion Ln., Ste. 400, Meridian, Idaho 83642.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform services as requested by the City for the review of plans submitted by contractors and developers to determine whether, in light of the Water Department’s hydraulic model, upgrades to the water system are required or recommended. It is agreed that the Consultant may assume that the referenced plans are correct as sufficient for their intended purpose. City agrees to indemnify, defend, and hold Consultant harmless from any claims, damages, or costs related to any deficiencies in the referenced plans resulting in problems with the resulting projects or any other issues.

Section 4. Personnel.

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

B. All of the services required hereunder will be performed by the Consultant and/or their subcontractors whereas all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within one (1) year. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant at the Consultant's usual and customary hourly rates for the time actually spent on any review.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

Requests for payments must be submitted by the 10th of the month for work done in the previous calendar month. Payment shall be made by the end of each calendar month for the work completed in the previous calendar month.

Section 8. Termination of Agreement for Cause. If, through any cause within the Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing Consultant reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to

receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. Consultant may terminate the Agreement due to City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of services initial basic services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression.

Section 12. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 13. Interest of Consultant. The Consultant covenants that neither it nor its owners or officers presently have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Section 14. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho in and for the County of Kootenai. The laws of the state of Idaho shall govern the rights and obligations of the parties.

Section 15. Non-Waiver. The failure of either party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the other party thereafter to enforce each and every protection hereof.

Section 16. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 17. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 18. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 19. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, and its officers, agents and employees from and against any claim for damages arising out of the Consultant's negligent or otherwise wrongful performance of this Agreement. To this end, Consultant shall maintain general liability insurance in at least the amount set forth in Section 21A.

B. The Consultant shall hold harmless, and indemnify the City, and its officers, agents, and employees from and against any claim to the extent arising out of the Consultant's negligent performance of this Agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 21B.

Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects.

Section 20. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 21. Standard of Performance and Insurance.

A. The Consultant shall maintain general liability insurance, which shall be primary in the case of the Consultant's negligence or other wrongdoing, in the amount of at least \$500,000.00 for property damage or loss, or personal injury or death, as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. The Consultant shall carry Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00), providing coverage for the negligence of the Consultant or any of the Consultants' employees in the performance of professional services from which the City sustains damage. The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.

Section 22. Non-Discrimination. During the performance of this contract, the Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Woody McEvers, Mayor

(Printed Name)

(Title)

ATTEST:

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 18, 2025
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: REQUEST FOR AWARD OF CONTRACT TO SONRAY ENTERPRISES, LLC.
FOR CONSTRUCTION OF THE G.O. PHIPPENY STORMWATER PROJECT

DECISION POINT:

Staff is requesting that City Council award the contract to Sonray Enterprises, LLC. for construction of the G.O. Phippeny Stormwater Project?

HISTORY:

In 2022, the City of Coeur d’Alene was awarded grant funding through the Idaho Department of Environmental Quality for the Leading Idaho Subaward Program. The goal of the program is to fund projects that will reduce phosphorus loading into Lake Coeur d’Alene. This project is the final project to be completed under this funding source. Bids were advertised for two weeks in January with the bid opening occurring on January 30th. A total of nine bids were received with the lowest from Sonray Enterprises, LLC at \$210,761.50. The Streets & Engineering Department wishes to award the contract with construction expected to be completed in spring 2025.

FINANCIAL ANALYSIS:

The cost for completion of the work will be paid for by the Leading Idaho Subaward Program through the Department of Environmental Quality. There is no City match required.

PERFORMANCE ANALYSIS:

Approval of this agreement will enable the City to complete the stormwater project and reduce the amount of phosphorus and other pollutants entering Lake Coeur d’Alene.

DECISION POINT/RECOMMENDATION:

Council should award the contract to Sonray Enterprises, LLC. for construction of the G.O. Phippeny Stormwater Project.

RESOLUTION NO. 25-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PUBLIC WORKS CONSTRUCTION CONTRACT WITH SONRAY ENTERPRISES, LLC FOR THE INDEPENDENCE POINT STORMWATER IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$210,761.50.

WHEREAS, the City Engineer for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Contract with Sonray Enterprises, LLC, for the Independence Point Stormwater Improvements in an amount not to exceed Two Hundred Ten Thousand Seven Hundred Sixty-One and 50/100 dollars (\$210,761.50), pursuant to terms and conditions set forth in the Contract, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to 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 Public Works Construction Contract with Sonray Enterprises, LLC, for the Independence Point Stormwater Improvements in an amount not to exceed \$210,761.50, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 18th day of February, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

PUBLIC WORKS CONSTRUCTION CONTRACT
for
INDEPENDENCE POINT STORMWATER IMPROVEMENTS

THIS CONTRACT is made and entered into this 18th day of February, 2025, 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 **SONRAY ENTERPRISES, LLC** a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 217 Cedar Street, #185, Sandpoint, Idaho, 83864, hereinafter referred to as “**CONTRACTOR**.”

W I T N E S S E T H:

WHEREAS, after complying with State purchasing laws and the **CITY**'s Purchasing Policy, **CONTRACTOR** was determined to be the lowest responsible bidder; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to accept the lowest responsible bid; and

WHEREAS, **CONTRACTOR** has been awarded the Contract for the **G.O. Phippeny Stormwater Project**, hereinafter referred to as the “Work,” according to the Contract Documents described below and on file in the office of the City Clerk of the **CITY**, which Contract Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **CONTRACTOR** shall complete the Work, furnishing all labor and materials therefor according to the Contract Documents. All material shall be of the high standard required by the Contract Documents and approved by the **CITY**, and all labor performed shall be of first-class workmanship.

CONTRACTOR agrees to receive and accept, as full compensation for furnishing all labor and materials for the Work, an amount equal to the sum of the total for the items list in the Bid Schedule. The total for each item in the Bid Schedule shall be calculated by determining the actual quantity of each item and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item in the Bid Schedule. The total amount of the contract shall not exceed Two Hundred Ten Thousand Seven Hundred Sixty-One and 50/100 Dollars (\$210,761.50). For additions or deductions to the Contract amount, the unit prices as set forth in the written bid of **CONTRACTOR** are hereby made part of this Contract.

A request for a progress payment must be submitted by the 10th of the month for work done in the previous calendar month. Payment shall be made by the end of that 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 within thirty (30) days after completion of all work and acceptance by the City Council, provided that **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The Work shall be complete and ready for final payment no later than June 10, 2025. No Work shall be performed after June 10, 2025, unless authorized by the **CITY** in writing.

CONTRACTOR acknowledges that time is of the essence in this Contract and the failure of **CONTRACTOR** to complete the Work within the time allowed 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 **CONTRACTOR** shall fail to complete the Work within the Contract Time, **CONTRACTOR** shall pay to the **CITY**, or the **CITY** may withhold from monies due **CONTRACTOR**, liquidated damages at the rate of One-thousand Five-hundred and No/100 Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

CONTRACTOR shall indemnify, defend, and hold the **CITY** harmless from any and all claims arising from **CONTRACTOR**'s actions or omissions in performance of this Contract, including the actions and omissions of **CONTRACTOR**'s employees, representatives, agents, and subcontractors. In addition, **CONTRACTOR** shall maintain liability insurance naming the **CITY** as an additional insured, and not merely a "certificate holder," in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or for bodily or personal injury, death, or loss as a result of any one occurrence or accident. It is the **CITY**'s intent, and **CONTRACTOR**'s agreement, that **CONTRACTOR**'s liability insurance shall have limits of not less than those provided for by Idaho Code § 6-924. A certificate of insurance shall further provide at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy.

CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should **CONTRACTOR** fail to maintain the required Worker's Compensation insurance during the entire term hereof, **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

Certificates of all insurance required by this Contract shall be filed with the City Clerk.

Pursuant to Idaho Code § 44-1002, ninety-five percent (95%) of the employees engaged by **CONTRACTOR** for the Work shall be bona fide Idaho residents; PROVIDED, where fifty (50) or fewer persons are employed by **CONTRACTOR** for the Work, up to ten percent (10%) may be nonresidents of Idaho; PROVIDED FURTHER, in all cases **CONTRACTOR** shall give preference to the employment of bona fide Idaho residents in the performance of the Work.

In consideration of the award of this Contract to **CONTRACTOR**, and in recognition that the business in which **CONTRACTOR** is engaged is of a transitory character and that

CONTRACTOR's property may be outside the state of Idaho when taxes, excises or license fees to which **CONTRACTOR** is liable become payable, **CONTRACTOR** further agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term; and
2. That, if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same may constitute a lien upon **CONTRACTOR**'s property, **CONTRACTOR** shall secure the same to the satisfaction of the officers charged with the collection thereof; and
3. That, in the event of a default in the payment or securing of such taxes, excises and license fees, **CONTRACTOR** consents that the **CITY** may withhold from any payment due **CONTRACTOR** hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** may be liable.

CONTRACTOR further agrees to comply will all the requirements of **Attachment 1**, which is incorporated herein by reference.

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

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

Pursuant to Idaho Code § 18-8703, **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders

- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said CITY, and the CONTRACTOR has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE

SONRAY ENTERPRISES, LLC

By _____
Woody McEvers, Mayor

By: _____

(printed name)

(title)

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

PUBLIC HEARINGS

CITY COUNCIL MEETING

STAFF REPORT

DATE: February 18, 2025
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-24-04, Vacation of a portion of Spruce Avenue right-of-way adjoining the westerly boundary of Lot 11, Block 2, The Foundry Addition plat.**

DECISION POINT

The applicant, Drew Dittman on behalf of the Lakeshore Estates, LLC, is requesting the vacation of a portion of Spruce Avenue right-of-way that adjoins the westerly boundary of Lot 11, Block 2 of The Foundry plat.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Spring Addition plat in 1980.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 5,080 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a portion of public right-of-way on Spruce Avenue that was used for a turnaround that no longer exists. All utilities are existing and in place, and there is no foreseeable use for the additional right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Lakeshore Estates, LLC.



PROJECT SITE

VICINITY MAP

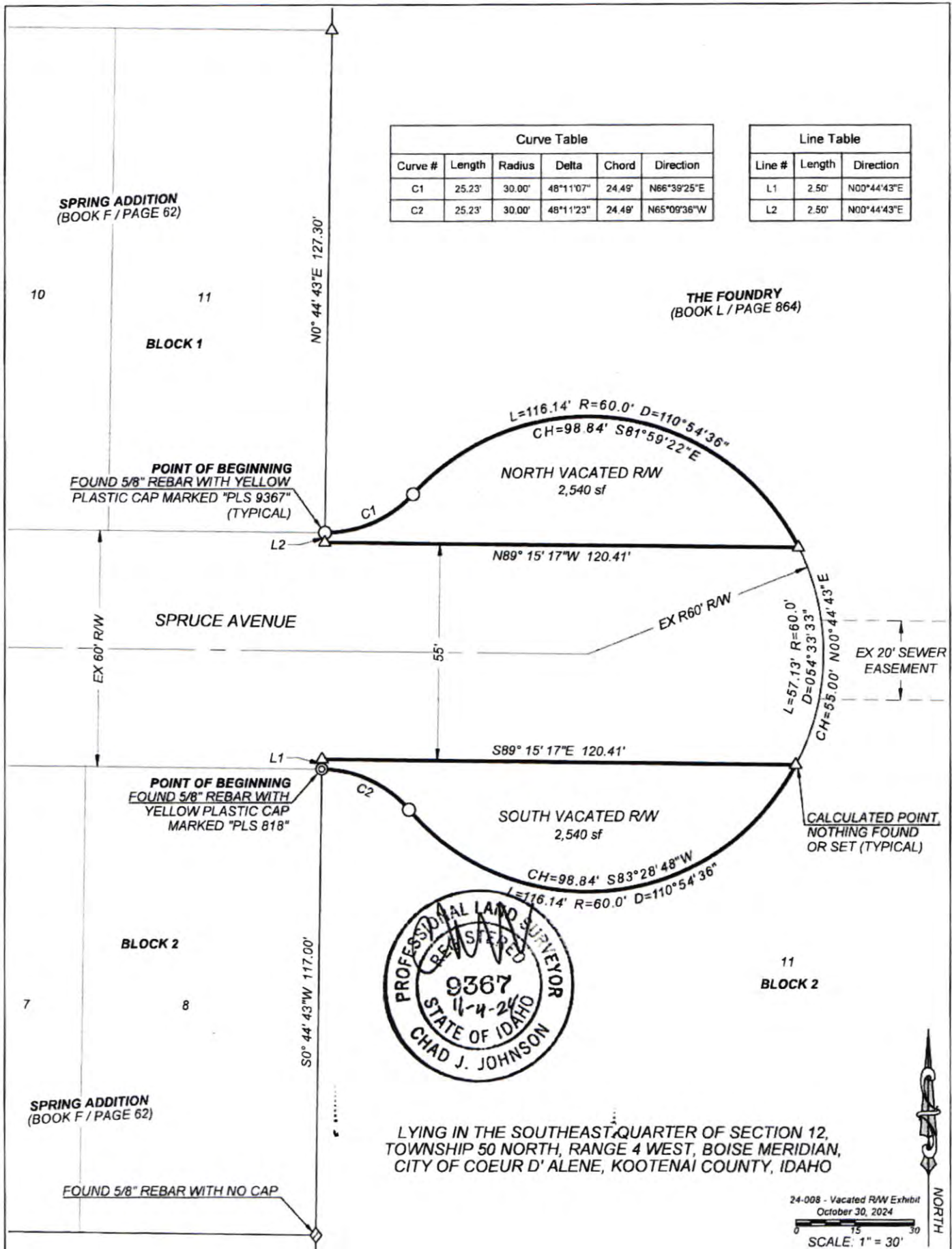
SOUTHEAST QUARTER SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.

24-008 - RW VAC VIC MAP
 NOVEMBER 20, 2024
 0 100 200 400
 SCALE: 1" = 400'



Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	25.23'	30.00'	48°11'07"	24.49'	N66°39'25"E
C2	25.23'	30.00'	48°11'23"	24.49'	N65°09'36"W

Line Table		
Line #	Length	Direction
L1	2.50'	N00°44'43"E
L2	2.50'	N00°44'43"E



SPRING ADDITION
(BOOK F / PAGE 62)

10

11

BLOCK 1

N0° 44' 43"E 127.30'

THE FOUNDRY
(BOOK L / PAGE 864)

POINT OF BEGINNING
FOUND 5/8" REBAR WITH YELLOW
PLASTIC CAP MARKED "PLS 9367"
(TYPICAL)

L2

L=116.14' R=60.0' D=110°54'36"
CH=98.84' S81°59'22"E

NORTH VACATED RW
2,540 sf

N89° 15' 17"W 120.41'

SPRUCE AVENUE

EX 60' RW

EX R60' RW

EX 20' SEWER
EASEMENT

L1

POINT OF BEGINNING
FOUND 5/8" REBAR WITH
YELLOW PLASTIC CAP
MARKED "PLS 818"

C2

S89° 15' 17"E 120.41'

SOUTH VACATED RW
2,540 sf

L=116.14' R=60.0' D=110°54'36"
CH=98.84' S83°28'48"W

CALCULATED POINT
NOTHING FOUND
OR SET (TYPICAL)

BLOCK 2

7

8

S0° 44' 43"W 117.00'

11

BLOCK 2



SPRING ADDITION
(BOOK F / PAGE 62)

FOUND 5/8" REBAR WITH NO CAP

LYING IN THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

24-008 - Vacated RW Exhibit
October 30, 2024

SCALE: 1" = 30'



NORTH

ORDINANCE NO. _____
COUNCIL BILL NO. 25-1003

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF SPRUCE AVENUE RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SPRING ADDITION, RECORDED IN BOOK F OF PLATS ON PAGE 62, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE WESTERLY BOUNDARY OF LOT 11, BLOCK 2 OF THE FOUNDRY PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal Description and Drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the east.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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 February 18, 2025.

APPROVED by the Mayor this 18th day of February, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-24-04, SPRUCE AVENUE RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating Spruce Avenue right-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, attached Exhibits "A" & "B", are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Ryan Hunter, am Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-24-04, Spruce Avenue right-of-way vacation 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 18th day of February, 2025.

Ryan Hunter, Chief Deputy City Attorney

EXHIBIT 'A'

A parcel of land being a portion of Spruce Avenue Right-of-Way lying in the southeast quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

Beginning at the southeast corner of Lot 11, Block 1 of the Plat of Spring Addition filed in Book F of Plats, Page 62, Records of Kootenai County, and the North Right-of-Way of Spruce Avenue, monumented by a 5/8 inch rebar with yellow plastic cap marked "PLS 9367", from which the northeast corner of said Lot 11, Block 1 bears North 00°44'43" East a distance of 127.30 feet;

thence along said North Right-of-Way of Spruce Avenue, along a non-tangent curve to the left with a radius of 30.00 feet, an arc length of 25.23 feet, a delta angle of 48°11'07" with a long chord that bears North 66°39'25" East a distance of 24.49 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 9367";

thence continuing along said North Right-of-Way of Spruce Avenue, along a non-tangent reverse curve to the right with a radius of 60.00 feet, an arc length of 116.14 feet, a delta angle of 110°54'36" with a long chord that bears South 81°59'22" East a distance of 98.84 feet;

thence leaving said North Right-of-Way of Spruce Avenue, North 89°15'17" West a distance of 120.41 feet;

thence North 00°44'43" East a distance of 2.50 feet to the **Point of Beginning**;

said parcel containing 2,540 square feet of land, more or less.

Together with

A parcel of land being a portion of Spruce Avenue Right-of-Way lying in the southeast quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

Beginning at the northeast corner of Lot 8, Block 2 of the Plat of Spring Addition filed in Book F of Plats, Page 62, Records of Kootenai County, and the South Right-of-Way of Spruce Avenue, monumented by a 5/8 inch rebar with yellow plastic cap marked "PLS 818", from which the southeast corner of said Lot 8, Block 2 bears South 00°44'43" West a distance of 117.00 feet;

thence leaving said South Right-of-Way of Spruce Avenue, North 00°44'43" East a distance of 2.50 feet;

thence South 89°15'17" East a distance of 120.41 feet to a point on said South Right-of-Way of Spruce Avenue;

thence along said South Right-of-Way of Spruce Avenue, along a non-tangent curve to the right with a radius of 60.00 feet, an arc length of 116.14 feet, a delta angle of 110°54'36" with a long chord that bears South 83°28'48" West a distance of 98.84 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 9367";

thence continuing along said South Right-of-Way of Spruce Avenue, along a non-tangent reverse curve to the left with a radius of 30.00 feet, an arc length of 25.23 feet, a delta angle of 48°11'23" with a long chord that bears North 65°09'36" West a distance of 24.49 feet to the **Point of Beginning**;

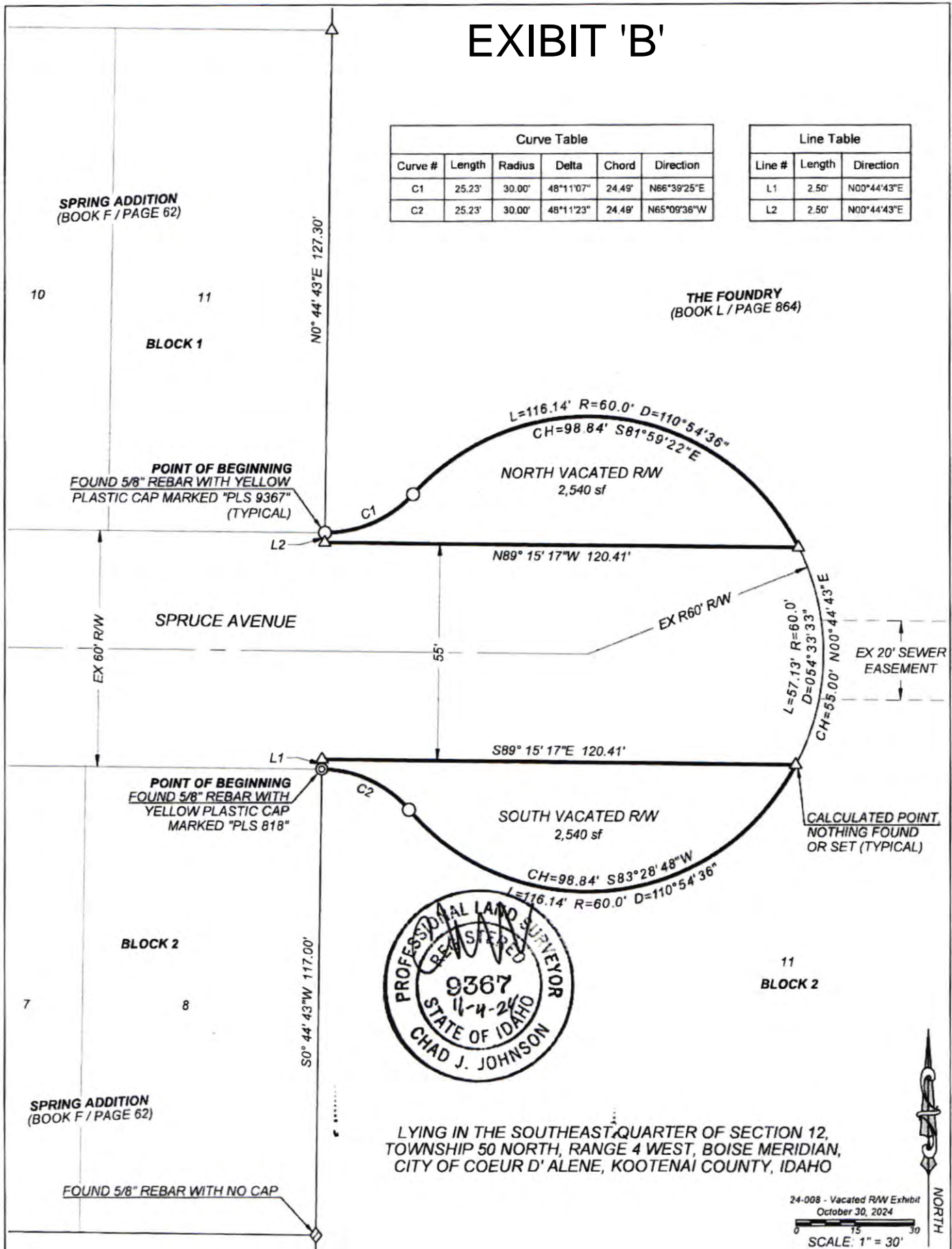
said parcel containing 2,540 square feet of land, more or less.



EXHIBIT 'B'

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	25.23'	30.00'	48°11'07"	24.49'	N66°39'25"E
C2	25.23'	30.00'	48°11'23"	24.49'	N65°09'36"W

Line Table		
Line #	Length	Direction
L1	2.50'	N00°44'43"E
L2	2.50'	N00°44'43"E



CITY COUNCIL COMMITTEE STAFF REPORT

DATE: February 18, 2025
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-25-01, Vacation of a portion of alley right-of-way located in Block 2 of the Kootenai Addition in the City of Coeur d'Alene.

DECISION POINT

The applicant, Chris Meyer, Glacier 1919 Lincoln, LLC, is requesting the vacation of a portion of alley right-of-way located in Block 2 of the Kootenai Addition north of Emma Avenue between Melrose and Nora Street.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Kootenai Addition plat in 1908.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 860 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lots adjoin the alley.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 16' foot wide, dead-end, and unimproved public alley that there is no foreseeable use for. The applicant would like to enhance patient access and parking for the circulation of a parking lot to be constructed. All property owners agreed to this vacation request. The subject alley contains City sewer and other franchise utilities which would be contained in an easement as part of the vacation ordinance. This easement would allow unrestricted access to the city utilities in that area. An access easement will be granted to the public, from Emma Avenue to 14' north of Emma. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant Glacier 1919 Lincoln, LLC.

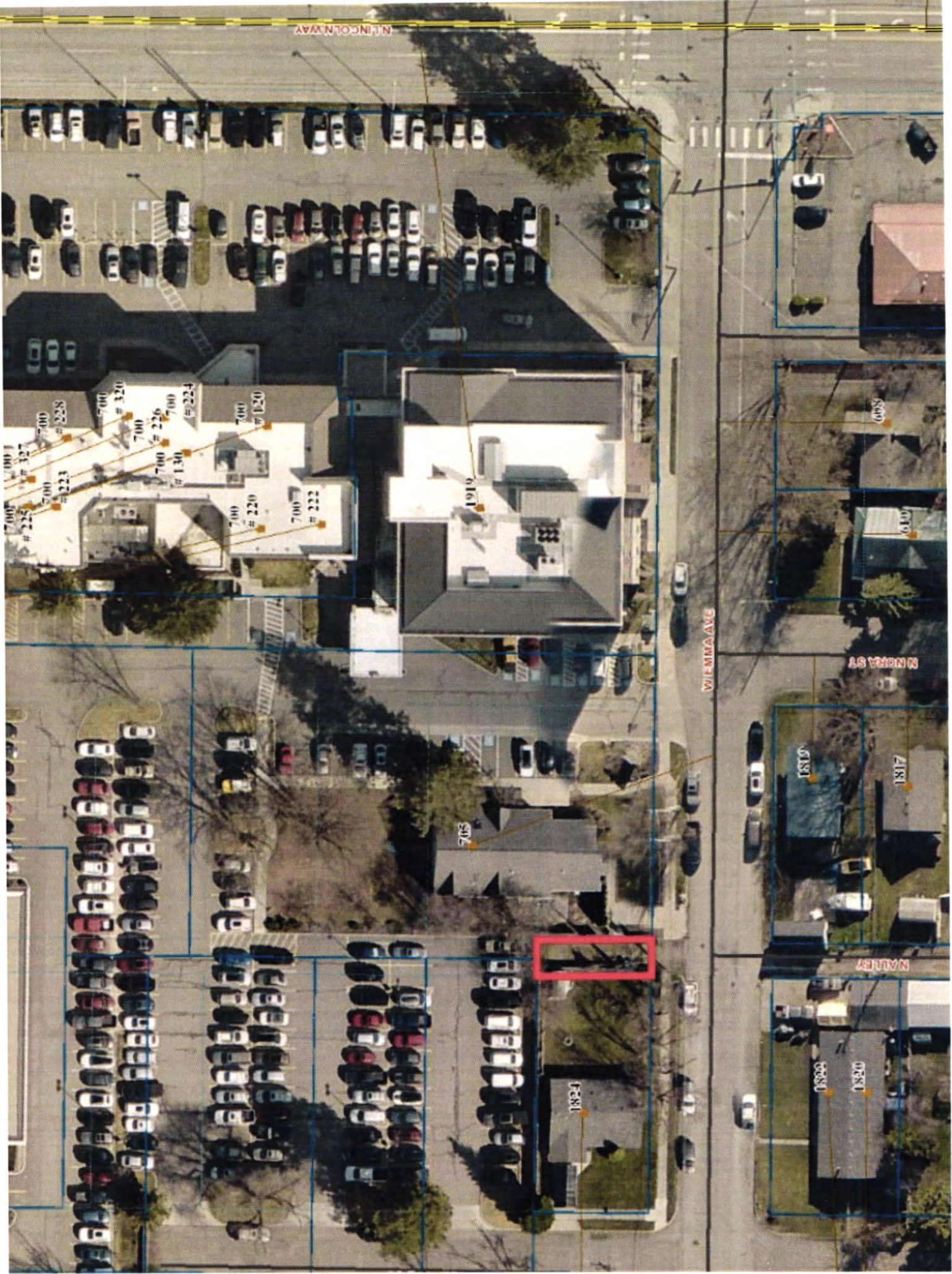
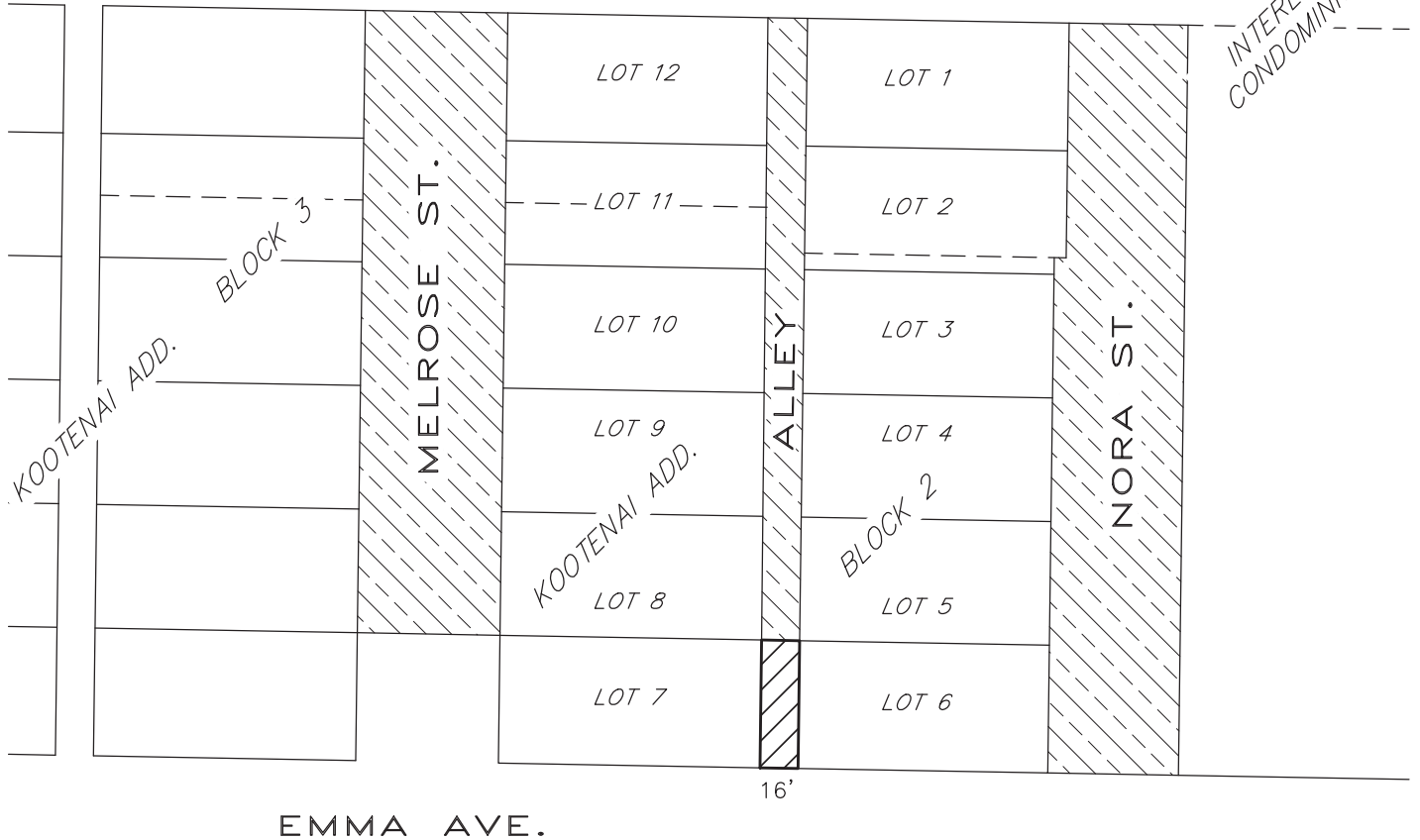


EXHIBIT 'B'

INTERLAKE
CONDOMINIUMS



LEGEND

-  AREA TO BE VACATED
-  AREA PREVIOUSLY VACATED



SCALE IN FEET



Plot Date: 1/30/2025 1:56 PM Plotted By: David Grebe
 Date Created: 1/14/2025 \JUB.COM\CENTRAL\CLIENTS\ID\PARROWOOD\PROPERTIES\PROJECTS\2024-054_705EMMA\SURVEY\DWG\2024-054_ROW_VAC.DWG

NO.	REVISION DESCRIPTION	BY	APR	DATE

FILE: 20-24-054_ROW_VAC
JUB PROJ. #:
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR
LAST UPDATED: 1/30/2025



CITY OF COEUR D'ALENE
 VACATION ORDINANCE NO. _____
 A PORTION OF SEC. 11, T 50N, R 4W, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET
 1

ORDINANCE NO. _____
COUNCIL BILL NO. 25-1004

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF ALLEY RIGHT-OF-WAY, GENERALLY DESCRIBED AS THAT PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 2 AS SHOWN ON THE PLAT OF KOOTENAI ADDITION TO THE CITY OF COEUR D'ALENE, RECORDED IN BOOK C OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal Description and Drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the east.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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 February 18, 2025.

APPROVED by the Mayor this 18th day of February, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-25-01, ALLEY RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating that portion of Alley right-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, attached Exhibits "A" & "B", are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Ryan Hunter, am Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-25-01, Alley right-of-way vacation 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 18th day of February, 2025.

Ryan Hunter, Chief Deputy City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

VACATION OF RIGHT-OF-WAY
OF A PORTION OF THE
ALLEY IN BLOCK 2, KOOTENAI ADD.
IN THE
CITY OF COEUR D'ALENE

January 14, 2025

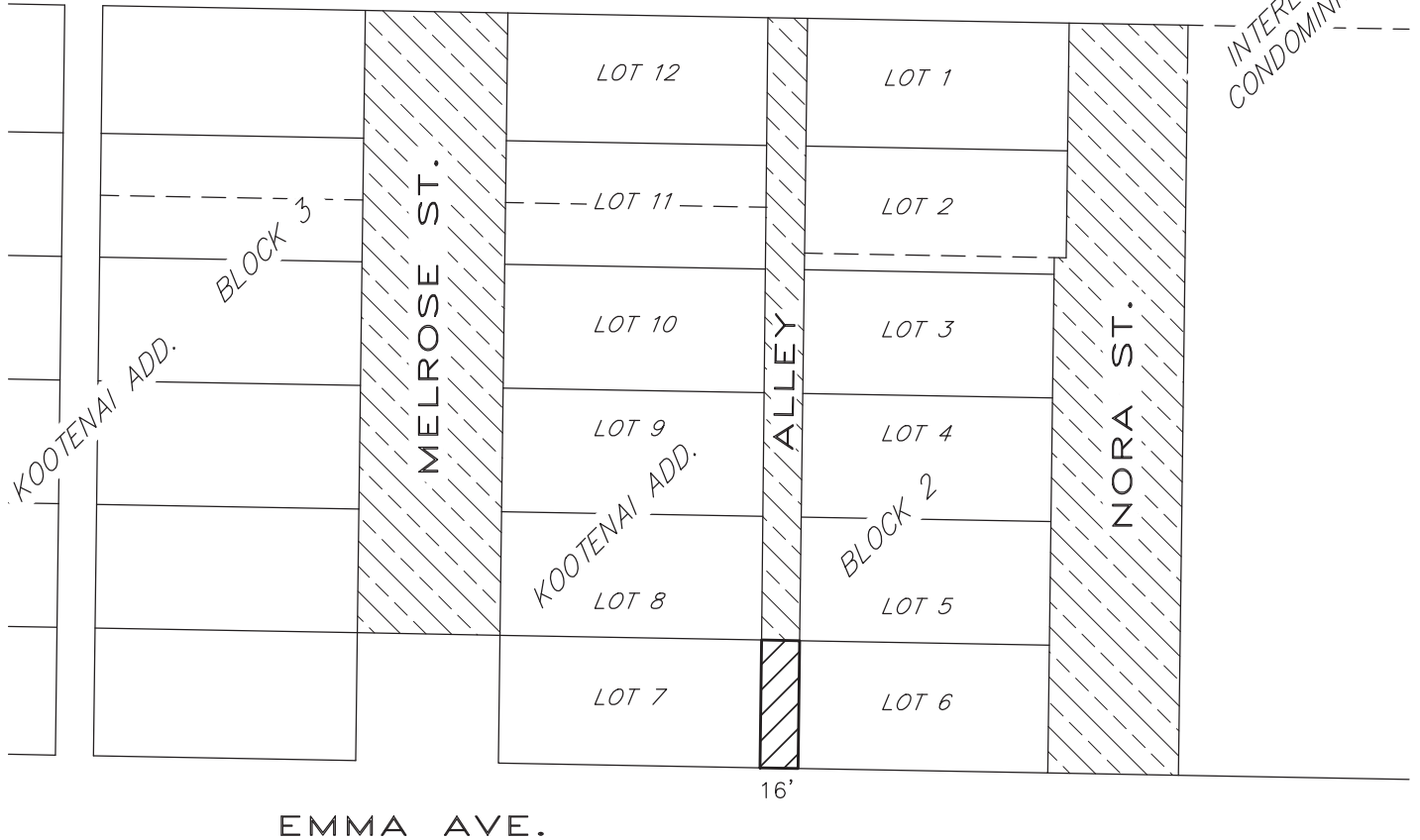
That portion of the alley located in Block 2 as shown on the plat of Kootenai Addition to the City of Coeur d'Alene, according to the plat thereof recorded in Book C of Plats, Page 8, records of Kootenai County, Idaho being a situated in Government Lot 14, Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, lying east of the east line of 7, Block 2 of said plat, and lying west of the west line of Lot 6, Block 2 of said plat, and lying north of the northerly right-of-way of Emma Avenue and lying south of the easterly extension of the north line of Lot 7, Block 2 of said plat.

Containing 860 square feet, more or less.



EXHIBIT 'B'

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SCALE IN FEET



Plot Date: 1/30/2025 1:56 PM Plotted By: David Grebe
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REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.			
NO.	REVISION DESCRIPTION	BY	DATE
	CB 25-1004		

FILE: 20-24-054_ROW_VAC
JUB PROJ. #:
DRAWN BY: DFG
DESIGN BY:
CHECKED BY: GJR
LAST UPDATED: 1/30/2025



CITY OF COEUR D'ALENE
 VACATION ORDINANCE NO. _____
 A PORTION OF SEC. 11, T 50N, R 4W, B.M. V-25-01
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET
 1