

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 F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

September 16, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: David Bond: Compel Community 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. PRESENTATIONS:

1. Proclamation of Suicide Prevention Month – September

Acceptance by: Jeanette Laster

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the September 2, 2025, Council Meeting.
2. Setting of General Services/Public Works Committee Meeting to be held September 22, 2025.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of **Resolution No. 25-048** -
 - a. Approving an Agreement with North Idaho College for School Resource Officer services for school years 2025-2027.

As Recommended by Captain Walther

I. OTHER BUSINESS:

1. **Resolution No. 25-049** – Approving Easement Agreements between Area Mill 13 Springs Development, LLC, and the City for fire response and stormwater in Atlas Waterfront Area 13, and for the construction of improvements in Atlas Waterfront Park.

**Staff Report by: Hilary Patterson, Community Planning Director and
Bill Greenwood, Parks Director**

2. **Resolution No. 25-050** – Approving a contract with Mars Company for equipment, software, and services related to recalibration of the City’s water meter test bench through 2029.

Staff Report by: Kyle Marine, Water Director

3. Approving extensions of Agreements with the Lake City Employees Association for two years and the Police Officer Association for one year; and approving an extension of the Memorandum of Understanding with Captain Jeff Walther and Captain Dave Hagar for one year.

Staff Report by: Troy Tymesen, City Administrator

- a. **Resolution No. 25-051** – Approving an extension of the Agreement with the Lake City Employees Association for two years.
- b. **Resolution No. 25-052** – Approving an extension of the Agreement with the Police Officer Association for one year.
- c. **Resolution No. 25-053** – Approving an extension of the Memorandum of Understanding with Captain Jeff Walther and Captain Dave Hagar for one year.

J. PUBLIC HEARING:

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

1. *(Legislative)* Fiscal Year 2024-2025 Annual Appropriations Ordinance Amendment for Fiscal Year beginning October 1, 2024, through September 30, 2025.

Staff Report by: Katie Ebner, Finance Director

- a. **Council Bill No. 25-1018-** Approving Fiscal Year 2024-2025 Annual Appropriations Amendment.

K. ADJOURNMENT

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

Coeur d'Alene CITY COUNCIL MEETING

September 16, 2025

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS

PROCLAMATION

WHEREAS, suicide remains the 11th leading cause of death in the United States, the 2nd leading cause among individuals ages 10–34 (specifically ages 10–14 and 25–34), the 3rd leading cause for ages 15–24, and the 4th leading cause among ages 35–44;

WHEREAS, in 2023, more than 49,000 people in the United States died by suicide—one life lost every 11 minutes (Centers for Disease Control and Prevention);

WHEREAS, suicide rates rose 37 percent between 2000 and 2018, declined slightly between 2018 and 2020, but returned to peak levels in 2022;

WHEREAS, in 2023, an estimated 12.8 million adults seriously considered suicide, 3.7 million made a plan, and 1.5 million attempted suicide.

WHEREAS, males die by suicide at a rate approximately four times higher than females, representing nearly 80 percent of suicides nationwide, and in Idaho, 8 out of every 10 suicide deaths;

WHEREAS, in 2023, the highest suicide rates were among non-Hispanic American Indian/Alaska Native people and non-Hispanic White people;

WHEREAS, firearms are the most common method of suicide, accounting for 63 percent of deaths in Idaho in 2023, followed by suffocation and poisoning;

WHEREAS, in 2023, Idaho had the 4th highest suicide rate in the United States, and suicide was the 7th leading cause of death, claiming 457 lives statewide;

WHEREAS, Idaho's suicide rate is 1.6 times greater than the national average;

WHEREAS, Kootenai County recorded 21 suicide deaths in 2023, the highest number among the five northern counties;

WHEREAS, more than 90 percent of those who die by suicide have a diagnosable and treatable mental health condition or crisis, though often unrecognized or untreated;

WHEREAS, calling or texting 9-8-8 connects anyone in crisis to the Idaho Crisis and Suicide Hotline, available 24 hours a day, 7 days a week, year-round.

WHEREAS, organizations such as Panhandle Health District, Human Rights Education Institute, Suicide Prevention Action Network (SPAN) of North Idaho, North Idaho Crisis Center, Kootenai Behavioral Health, Region 1 First Responders, Mobile Crisis Unit, Idaho Department of Health and Welfare, American Foundation for Suicide Prevention, National Institute of Mental Health, and many others are committed to saving lives and providing hope through research, education, advocacy, and support.

NOW, THEREFORE, BE IT RESOLVED that we:

1. Recognize suicide as a preventable public health issue and declare suicide prevention a priority;
2. Acknowledge that no single prevention program or approach fits all populations or communities;
3. Address disparities in access to mental health care for underrepresented groups;
4. Support culturally informed, evidence-based mental health care and expand research funding;
5. Encourage alignment with the 2024 National Strategy for Suicide Prevention and the 2023 Idaho Suicide Prevention Plan;
6. Promote awareness that suicide has no single cause, and often occurs when stressors exceed coping abilities amid mental health struggles;
7. Expand and strengthen access to quality mental health, substance use, and suicide prevention services.

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

"NATIONAL SUICIDE PREVENTION MONTH"

in Coeur d'Alene, Idaho, and encourage all citizens to work together to raise awareness, reduce stigma, support those in crisis, and bring hope to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this September 16th, 2025.



Don English

~~Woody McEvers, Mayor~~

DAN English, Mayor Pro Tem

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

ANNOUNCEMENTS

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

September 2, 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 September 2, 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)	
Amy Evans)	
Kiki Miller)	
Kenny Gabriel)	

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

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

PRESENTATIONS: Colt Kingsbury, a student of the Summit Christian Academy, recited President George W. Bush's address to the nation in remembrance of the September 11, 2001 terrorist attacks.

PUBLIC COMMENTS:

John Pulsipher, Coeur d'Alene, proposed three actionable priorities: enhancing public communication by expanding notice distribution beyond the CDA Press, establishing a volunteer chaplain program to support first responders and the community during crises, and initiating a self-imposed lodging tax by local hotels with the long-term goal of enabling the city to collect revenue from overnight stays through state legislation. He also introduced the "Better CDA Challenge," a 60-day community engagement initiative featuring weekly light-hearted activities aimed at fostering unity. The first challenge involves running or walking a mile and sharing results online. He invited fellow candidates and residents to participate.

Roger Smith, Coeur d'Alene, noted that he sent a letter sharing his thoughts regarding vehicle noise in the city. He expressed support for the creation of a working group to address noise issues. He praised the existing noise ordinance for its practicality and enforceability, noting it allows law enforcement to act based on reasonable judgment. He emphasized the need for active enforcement and public education, suggesting increased police presence, strategic placement of parked police vehicles, and the use of fix-it tickets for vehicles with faulty mufflers. Mr. Smith also recommended electronic message signs that respond to loud vehicles and outreach efforts

involving local businesses, such as muffler shops. He asked for continued efforts to reduce noise pollution in affected neighborhoods.

ANNOUNCEMENTS:

Councilmember Wood responded to Mr. Smith's public comment expressing appreciation for his input and clarified that while the noise issue was discussed at the previous council meeting, it was not formally on the agenda at that time, and as such, no official action or formation of a working group has occurred yet. Councilmember Wood noted that the matter may be brought forward on a future agenda.

Councilmember English revisited a previous issue regarding a property at 2nd and Harrison Avenue reported by a concerned neighbor. He observed potential code violations during a recent drive-by, including overgrown vegetation posing fire hazard and obstructed visibility at the intersection. He suggested the matter be reviewed by code enforcement.

Mayor McEvers requested the appointment of Kori Keller to the Design Review Commission.

MOTION: Motion by Evans, seconded by Gookin to appoint Kori Keller to the Design Review Commission.

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

CONSENT CALENDAR:

1. Approval of Council Minutes for the August 19, 2025 Council Meeting.
2. Setting of General Services/Public Works meeting for September 8, 2025.
3. Approval of Bills as Submitted.
4. **Resolution No. 25-046** – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH CDA STRUCTURES, INC., FOR A 40 X 60 POST FRAME BUILDING TO BE USED FOR POLICE TRAINING, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$129,760.00).

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-046**.

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

COUNCIL BILL NO. 25-1016

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING COEUR D'ALENE MUNICIPAL CODE SECTION 6.15.110, ENTITLED "CRUELTY TO ANIMALS," REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Police Chief Lee White proposed that Council consider the amendment to Municipal Code §6.15.110 by adding a new subsection F to address the issue of animals, particularly dogs, being left in unattended vehicles under dangerous conditions. The proposed language would prohibit leaving or confining an animal in a vehicle under conditions that could endanger its health or well-being due to heat, cold, poor ventilation, or lack of food or water. Chief White highlighted the volume of related service calls, approximately 110 in a six-month period last year and 58 in a similar timeframe this year, and noted the inadequacy of current Idaho code, which requires a veterinarian's assessment. The proposed amendment would allow enforcement based on a reasonableness standard, enabling animal control officers to act more effectively.

DISCUSSION: Councilmember Gookin shared that someone mentioned online about potential ambiguity in the proposed amendment to the animal safety ordinance, specifically regarding how officers would determine adequate ventilation, food, water, and other conditions. Chief White responded that enforcement would rely on a reasonableness standard, emphasizing that most cases are resolved through education rather than citations. He noted that officers receive training to ensure fair application of the law and cited examples of dangerous conditions, such as leaving a dog in a sealed car on a hot day. Councilmember Wood supported the amendment and suggested exploring future regulations to address pet safety during hot-weather public events downtown. Chief White acknowledged the concern but did not have specific data on related complaints. Councilmember Wood suggested revisiting the topic in the future with input from other cities that have ordinances addressing animals at special events. She proposed that this could be something the Council may want to consider implementing as well. Councilmember English added that the ordinance's inclusion of cold weather conditions was also important, and Chief White agreed, noting its relevance in colder climates like Coeur d'Alene.

MOTION: Motion by Gookin, seconded by English, to dispense with the rule and read **Council Bill No. 25-1016** once by title only.

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

MOTION: Motion by Gookin, seconded by Miller, to adopt **Council Bill 25-1016**.

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

COEUR D'ALENE POLICE ASSOCIATION NEGOTIATION PROPOSAL

STAFF REPORT: Officer Daniel Haley, Coeur d'Alene Police Officers Association (POA) President, addressed the Council for two key reasons. First, to resolve a potential open meetings concern raised by the City Attorney regarding an email he had previously sent and speaking with any of the Councilmembers. Speaking publicly was part of the remedy to ensure transparency. Second, he presented the POA's position on stalled negotiations over Coeur d'Alene Police Department supervisory pay for sergeants and lieutenants. He explained that current pay structures can result in officers taking a pay cut upon promotion, discouraging advancement. The POA proposes a 3.16% increase to sergeant pay and a 2.57% increase to lieutenant pay, totaling an estimated cost of \$89,859 including benefits. Mr. Haley emphasized that the proposal aims to incentivize leadership roles without creating pay disparities among officers promoted at the same time. He explained that while the city's proposal appears favorable on paper, offering a 10% increase for all senior officers, it would result in pay discrepancies among officers promoted on the same day, with some earning more despite having less experience. He emphasized that this could lead to inequities, division within the ranks, and is unacceptable to the POA. He added that there is a need to improve participation in the sergeant promotional exam, noting that only three officers had recently tested. He clarified that the low turnout was not due to lack of capability or fear of the exam, but rather the financial disincentive of taking on greater responsibility while facing a potential pay cut. He concluded by stressing the importance of fair compensation to encourage more officers to pursue promotions and continue serving the community in leadership roles.

DISCUSSION: Councilmember Gookin asked Mr. Haley about the city's response to the POA's supervisory pay proposal. Mr. Haley explained that the proposal had been presented in multiple meetings but was not accepted, and the City Administrator declared an impasse following the last meeting. Councilmember Wood expressed concern about ongoing pay compression and asked how the POA's proposal would address it. Mr. Haley responded that the proposal would create and maintain a pay gap between ranks, correcting past compression issues caused by contract interpretation. He clarified that the proposal includes updating the entire supervisory pay range by 3.16%, allowing for growth and experience-based increases. Councilmember English emphasized the Council's support for public safety and noted the low number of applicants for recent sergeant exams as a key concern. Mr. Haley confirmed only three officers tested, with two advancing. Councilmember Gabriel asked whether the POA's proposal to fix pay compression between officers and sergeants could create future issues for non-supervisory officers. Mr. Haley explained that the current 10% gap between the top officer pay, and the minimum sergeant pay is standard, but senior officers face financial disincentives when promoting. The proposal aims to raise the minimum sergeant pay to maintain that gap and support career advancement. Mr. Haley confirmed that while some officers may receive more than a 10% increase upon promotion, the issue primarily affects senior officers. Mayor McEvers inquired about the budget impact, and Mr. Haley stated the total cost would be \$89,859, including \$67,319 for sergeants and \$22,540 for lieutenants. Councilmember Wood asked about the status of negotiations following the declared impasse. Mayor McEvers clarified that discussions could continue and would be addressed further in the Executive Session. Mr. Haley confirmed the POA remains open to continued negotiations.

COUNCIL BILL NO. 25-1017

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025" APPROPRIATING THE SUM OF \$151,945,475 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1 That the sum of \$151,945,475 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2025.

Section 2 That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

	FY 2025-26 PROPOSED
Mayor and Council	286,810
Administration	259,678
Finance Department	1,913,676
Municipal Services	3,073,760
Human Resources	548,119
Legal Department	1,447,251
Planning Department	814,379
Building Maintenance	928,991
Police Department	21,465,567
Police Department Grants	567,456
Fire Department	15,043,792
General Government	7,015,993
Streets/Garage	3,258,893
Parks Department	838,840
Recreation Department	1,180,047
Building Inspection	70,810
TOTAL GENERAL FUND EXPENDITURES:	\$58,714,062

**FY 2025-26
PROPOSED**

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	2,140,076
2025 Bond Expenditures	16,336,161
CDBG	342,971
Impact Fees	-
Parks Capital Imp.	781,100
Annexation Fees	580,000
Cemetery Fund	366,420
Cemetery Perpetual Care	19,700
Jewett House	33,115
Reforestation	137,000
Street Trees	-
Community Canopy	-
Public Art Fund	201,000
TOTAL SPECIAL FUNDS:	\$20,937,543

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$883,820
Water Fund	16,451,232
Wastewater Fund	28,835,381
Water Cap Fees	3,220,000
WWTP Cap. Fees	5,350,000
Sanitation Fund	5,625,198
Public Parking Fund	1,834,020
Drainage Utility Fund	2,251,951
TOTAL ENTERPRISE EXPENDITURES:	\$64,451,602

FIDUCIARY FUNDS:	\$3,611,200
STREET CAPITAL PROJECTS FUNDS:	2,440,000
DEBT SERVICE FUNDS:	1,791,067
GRAND TOTAL OF ALL EXPENDITURES:	\$151,945,475

Section 3 That a General Levy of \$27,104,507 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2024.

Section 4 That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$3,991,334 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2025.

Section 5 The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt there from.

Section 6 This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

STAFF REPORT: Finance Director Katie Ebner explained that Council Bill No. 25-1017 establishes the annual appropriation for the fiscal year starting October 1, 2025, totaling \$151,945,475. This ordinance is required by Idaho law and serves to outline expected revenues and expenditures, including property tax adjustments. In her presentation, Ms. Ebner presented discussions from previous budget workshops and emphasized that the presentation was intended to clarify key points for the public. She explained the city's general fund revenue sources, highlighting property taxes as the largest contributor, followed by licenses and permits, intergovernmental receipts, and inter-fund transfers. Although Coeur d'Alene is experiencing significant growth, the city's ability to generate revenue from new construction has declined sharply, over 70% since 2016, due to changes in Idaho's property tax formula. She clarified a common misconception that rising assessed property values result in increased city revenue; in reality, higher assessments lower the preliminary levy rate, reducing the revenue gained from new development. Additionally, legislative restrictions now limit the city to capturing only 90% of new growth in its tax formula. As a result, despite \$93 million in new construction added this year, the city will receive only \$202,000 in new revenue which is insufficient to meet the demands of growth in services like streets, public safety, and staff retention. Ms. Ebner explained that due to limitations in Idaho's property tax formula, the city can no longer rely on revenue from new growth to cover the rising costs of serving a growing population. As a result, the city's only remaining mechanism to address these financial needs is through a budgeted increase to the property tax levy. Ms. Ebner recommended implementing the allowable 3% increase and recapturing 1% of previously forgone taxes to ensure a more sustainable revenue stream to support essential services.

DISCUSSION: Councilmember Miller asked for clarification on the impact of new construction under current limitations, noting that while the city now receives \$202,000 from the \$93 million in new construction, the past years brought in significantly more between \$800,000 to \$1 million range. Ms. Ebner confirmed that revenue from new growth has declined due to changes in the property tax formula, and the cumulative losses over recent years have made it difficult for the city to keep up with service demands. Councilmember Miller commented that it draws the gap between

what the city is receiving under the new limitations and what it could have received had it been able to continue with the previously projected recapture of growth-related funds.

Ms. Ebner also addressed public misconceptions about property tax increases, explaining that a 4% increase in the city's levy does not equate to a 4% increase on individual tax bills, which vary based on property valuation and market growth. She illustrated that a \$450,000 home would see a \$0.94 monthly increase, while a \$1 million home would see about \$2.13.

On expenditures for FY26, Ms. Ebner noted an overall reduction of \$2.1 million due to the completion of a one-time construction project. The Police Department's \$4.3 million decrease reflects the removal of a prior capital project. She explained that while capital outlay is down, wages and benefits are increasing by \$2.1 million, driven by scheduled merit increases and negotiated wage adjustments. These include a 3.5% wage increase for the Fire Department from a prior year contract, a tentative agreement with the Lake City Employees Association (LCEA), proposed increases for exempt (non-bargaining) employees, and offer to Police Officers Association employees. Ms. Ebner noted that the Mayor and City Council will receive no increase, as previously voted in the budget workshop. Councilmember Gookin inquired about the basis for wage increases for exempt and unrepresented employees, with Human Resources Director Melissa Tosi clarifying that this is governed by Council-approved resolution and personnel rules, aligning unrepresented employee increases with those negotiated by the LCEA, while exempt staff increases are as approved by Council through the budgeting process. Ms. Ebner added that another item in the expenditure is the 3% increase in health benefit premiums. She also outlined several staffing changes in the proposed budget, including the addition of three new Full-time Equivalent Employee (FTE) in building maintenance, cancelling custodial contracted services to hire custodians; two new firefighter FTE to lower constant-manning overages; and one new FTE in Building Inspection to address a legislative requirement to meet permitting deadlines.

Councilmember English expressed strong support for hiring in-house custodial staff, noting the benefits of flexibility and reliability, and asked whether the cost of adding these employees would be roughly equivalent to the previous contract. Ms. Ebner explained that while hiring three custodians will cost more than the current contract, the projected increase in contract costs next year makes the switch to in-house staff more cost-effective, with improved consistency and service quality. Councilmember Miller asked whether the new permit review deadlines were recently introduced by legislation and if the city currently lacks sufficient staffing to meet them. Ms. Ebner confirmed that the requirement is new this year and that additional staffing is necessary to comply with the mandated timelines.

Ms. Ebner explained that capital outlay decreased by \$4.4 million due to the completion of ARPA-funded projects. She also highlighted a projected \$1.8 million use of fund balance to support ongoing operations, stating that continued reliance on reserves could lead to unhealthy financial levels. She presented future budget scenarios showing that even with a 4% property tax increase, sustainability depends on controlling expenditure growth. Ms. Ebner recommended for Council to approve the proposed budget, which includes a 3% increase in property tax revenue and the use of 1% of forgone taxes. She stated the importance of planning for future fiscal years by managing expenditures, as revenue growth is limited. She noted that despite population growth since 2010, the city has maintained efficiency, with most general government departments seeing minimal

increases in staffing. A review of FTE positions shows that the number of employees per 10,000 residents has decreased since 2019, indicating the city is doing more with less.

Councilmember Gabriel commented on the significance of the data showing how city employees are handling a growing workload across departments without a proportional increase in staffing. He noted that even when new firefighter positions were proposed, they had to be thoroughly justified, reflecting a long-standing culture of efficiency. Despite concerns about the proposed 3.5% cost-of-living adjustment (COLA), he argues that retaining experienced staff is crucial due to their institutional knowledge and the reduced need for training.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the meeting.

Councilmember Gookin shared an email from Susan Snedaker who has attended budget hearings for 25 years and meticulously reviews each line item. In her email, she emphasized the importance of transparency and fiduciary responsibility from the council, requesting a detailed accounting of fire expenditures and reimbursements. She also inquired about the status of the Employee Assistance Program (EAP), which appeared in the 2023 budget, but she cannot find in the current budget. HR Director Melissa Tosi clarified that the EAP is still active and in its second year. She added that it has been expanded to include telehealth services, partially funded by the city and medical trust funds.

With no comments received, Mayor McEvers closed public testimony.

MOTION: Motion by Wood, seconded by Gookin, to table **Council Bill No. 25-1017** to the last meeting of the month or a special call meeting before the end of the month.

DISCUSSION: Councilmember Wood expressed understanding and support for the proposed 3% tax increase due to the city's revenue challenges and past efforts to avoid tax hikes. However, she advocated for delaying the budget adoption until the end of the month to allow time for unresolved issues. These include finalizing contracts with two bargaining units, evaluating employee retirement incentives more thoroughly, and ensuring all potential cost-saving measures have been explored. She noted the need for Council discussion on items like the Urban Renewal District (URD) and the compensation salary study, which have not been placed on the agenda despite previous requests. Councilmember Wood stressed that while she supports the increase, she wants to proceed only after confirming that all options have been considered and discussed in a workshop. Ms. Ebner emphasized the urgency of approving the ordinance due to an upcoming deadline for submitting levy paperwork to the County and State Tax Commission. Councilmember Evans asked for the exact deadline for submitting the levy paperwork. Ms. Ebner explained that the paperwork is scheduled for completion the following day and expressed concern that even a short delay could jeopardize the city's ability to levy taxes. Without approval, the city risks losing the ability to levy taxes, potentially turning a \$1.8 million deficit into a \$30 million shortfall. Councilmember Miller expressed support for discussing various budget-related items, including the pending URD conversation. She explained that while preliminary data was gathered, there wasn't enough time to compile everything before the budget deadline due to moving parts like leadership changes at the hospital. She assured that it is scheduled for a future meeting. She stated that she has some notes too and tracking these discussions to ensure they are addressed in the next

budget cycle. Councilmember Gabriel supported moving forward with the budget ordinance, noting that the retirement incentive program has been successful in the past and can be revisited later. He emphasized that the budget process should be ongoing throughout the year and encouraged continued exploration of new ideas. Councilmember English supported moving forward with the ordinance, noting that the budget can be amended later. Councilmember Wood, noting the urgency of approving the ordinance, withdrew her motion and requested for a dedicated workshop on retirement incentives within the next month. Councilmember Wood stated that she will make a request to the Mayor to set the workshop date.

MOTION WITHDRAWN

MOTION: Motion by Gookin, seconded by Gabriel, dispense with the rule and read **Council Bill No. 25-1017** once by title only.

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

MOTION: Motion by Gookin, seconded by Gabriel, to adopt **Council Bill 25-1017**.

DISCUSSION: Councilmember Gookin explained his vote against the motion, agreeing with Ms. Ebner's assessment of the legislature's impact on property tax revenue, which he described as unfair to taxpayers. He acknowledged that Councilmembers had proposed budget cuts during workshops and praised the decision to forgo their pay increases as a positive message to the public. He raised concerns about whether certain line items, like Fire Department apparatus and utility fee adjustments, were included in the budget, and suggested exploring additional revenue options such as leasing city-owned land. Given the financial strain on residents, especially those 40% or more being on fixed incomes, he cannot support a huge increase. He agreed to hold a workshop to continue these discussions. Councilmember Evans thanked Ms. Ebner for her thorough work in preparing for budget workshops, responding to Council inquiries, and presenting a comprehensive and educational overview of the city's financial situation. She expressed appreciation for Ms. Ebner's efforts in helping the Council and community understand the challenges involved in the budget process. Councilmember Wood expressed discomfort with adopting the budget before negotiations with two employee associations were finalized. She appreciated the Council's agreement to hold a workshop and emphasized the importance of ongoing budget discussions throughout the year, rather than limiting them to a short seasonal window. Councilmember English voiced strong support for the budget, including the 3% increase and the use of the 1% foregone amount. He acknowledged that such measures should have been taken in previous years and emphasized that using the foregone amount now is justified, given the long-term impact and the need to meet current demands. Councilmember Miller expressed that while no one wants to raise taxes, the financial data leaves little choice. She supported holding additional workshops and emphasized the need for a more organized and efficient way to track and consolidate Council ideas and proposals. She noted that some suggestions were discussed and either incorporated or set aside, while new ones continue to emerge. She advocated for a consolidated or running list to help the Council review, prioritize, and follow up on these items more effectively as they move into the next budget cycle.

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

RESOLUTION NO. 25-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CERTIFYING THE AMOUNT OF FOREGONE INCREASE TO BE BUDGETED FOR THE FISCAL YEAR 2025-2026, SPECIFICALLY ONE PERCENT (1%) EQUAL TO TWO HUNDRED NINETY THOUSAND ONE HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$290,146.00), PURSUANT TO IDAHO CODE §63-802(1)(e), FOR MAINTENANCE AND OPERATIONS.

MOTION: Motion by English, seconded by Wood to approve **Resolution No. 25-047** – Certifying the amount of foregone increase to be budgeted for fiscal year 2025-2026, specifically in the amount of Two Hundred Ninety Thousand One Hundred Forty-six and No/100 Dollars (\$290,146.00), pursuant to Idaho Code 63-802(1)(e), for maintenance and operations.

DISCUSSION: Councilmember Wood acknowledged that no one enjoys raising taxes, but given the city's deficit, it's a necessary step. She supported Councilmember Miller's idea of consolidating budget suggestions to streamline the process and avoid duplication, noting that ideas are constantly emerging and it's hard to track which have been addressed. She emphasized that everyone is working hard to find savings and reduce the need for additional tax increases, suggesting that a more organized approach could also ease the burden on staff. Councilmember English agreed to have a centralized record of Council proposals to track which ideas were approved, dropped, or still pending. Councilmember Miller agreed, noting that some items seem to fall through the cracks. Councilmember Gookin stated that when the City Council makes a decision, it becomes a collective one that all members ultimately support. He shared his observation that it seems the Council has no problem taking foregone taxes but has an issue with taking foregone rent.

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

EXECUTIVE SESSION: MOTION: Motion by Gookin, seconded by Gabriel to enter into Executive Session Pursuant to Idaho Code §§ 74-206(1)(j) and 74-206A(1)(a), to deliberate on a labor contract offer or to formulate a counteroffer.

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

The Council entered into Executive Session at 7:41 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, Finance Director, and Human Resources Director.

Council exited Executive Session at 8:50 p.m.

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

The meeting ended at 8:51 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

Draft



**City of Coeur d'Alene
Cash and Investments
8/31/2025**

Description		Balance
U.S. Bank		
Checking Account	\$	201,433
Checking Account		81,087
Checking Account		2,059,016
Investment Account - Police Retirement		265,256
Investment Account - Cemetery Perpetual Care Fund		1,284,939
Idaho State Investment Pool		
State Investment Pool Account		53,698,202
Spokane Teacher's Credit Union		
Certificate of Deposit		7,780,887
Numerica Credit Union		
Certificate of Deposit		10,590,693
Money Market		16,872,147
Cash on Hand		
Treasurer's Change Fund		1,350
Total		\$ 92,835,009

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



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

FUND NAME	BALANCE 7/31/2025	RECEIPTS	DISBURSEMENTS	BALANCE 8/31/2025	BALANCE 8/31/2024
<u>General-Designated</u>	\$ 4,264,844	\$ 774	\$ 500,071	\$ 3,765,547	\$ 7,721,500
<u>General-Undesignated</u>	16,907,281	6,002,293	8,537,076	14,372,498	12,067,322
<u>Special Revenue:</u>	-			-	
Library	386,772	20,771	151,203	256,341	230,720
CDBG	(8,511)	39,472	47,207	(16,246)	(15,132)
Cemetery	12,061	44,243	44,511	11,792	144,231
Parks Capital Improvements	1,375,016	31,044	24,191	1,381,869	1,265,539
Impact Fees	8,943,488	244,122	-	9,187,610	6,918,439
Annexation Fees	1,026,799	3,622	-	1,030,421	581,999
American Recovery Plan	1,857,213	-	-	1,857,213	4,331,004
Cemetery P/C	1,310,244	16,359	-	1,326,603	1,219,786
Jewett House	156,544	6,492	6,260	156,776	109,202
Street Trees / Reforestation	170,668	6,902	2,518	175,052	181,499
Public Art Fund	65,893	232	-	66,126	7,838
Public Art Fund - ignite	418,587	1,476	-	420,064	464,829
Public Art Fund - Maintenance	185,409	654	25	186,038	134,236
<u>Debt Service:</u>	-			-	
2015 G.O. Bonds	145,580	8,558	-	154,138	151,375
<u>Capital Projects:</u>	-			-	
Street Projects	3,154,149	11,125	18,045	3,147,229	6,121,885
2025 Fire Department Bond	-	-	954,130	(954,130)	
<u>Riverstone Mill Site Project</u>	-			-	
<u>Enterprise:</u>	-			-	
Street Lights	74,955	66,181	66,626	74,510	67,667
Water	2,935,581	1,232,739	1,638,569	2,529,750	3,494,529
Water Capitalization Fees	7,460,619	252,883	-	7,713,502	6,572,973
Wastewater	24,030,706	1,662,957	3,684,036	22,009,627	18,451,498
Wastewater-Equip Reserve	-	-	-	-	435,159
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	5,500,000
WWTP Capitalization Fees	10,822,979	536,674	-	11,359,652	5,529,148
WW Property Mgmt	72,766	-	-	72,766	72,766
Sanitation	793,749	448,432	438,894	803,287	1,158,718
Public Parking	1,616,448	173,113	50,544	1,739,016	1,215,345
Drainage	1,033,327	93,025	111,407	1,014,945	1,447,208
Wastewater Debt Service	1,029,115	2,435,330	2,431,700	1,032,745	994,035
<u>Fiduciary Funds:</u>	-			-	
Kootenai County Solid Waste Billing	336,527	329,672	336,528	329,672	301,228
KCEMSS Impact Fees	6,242	5,534	6,242	5,534	8,313
Police Retirement	495,953	13,448	23,050	486,351	473,180
Sales Tax	2,409	4,455	2,435	4,429	2,713
BID	432,867	5,027	-	437,893	405,668
Homeless Trust Fund	512	391	514	390	407
GRAND TOTAL	\$ 98,212,791	\$ 13,697,999	\$ 19,075,782	\$ 92,835,009	\$ 87,766,827

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
ELEVEN MONTHS ENDED

August 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	AMENDED BUDGET	SPENT THROUGH	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$285,017	\$251,562	88%
	Services/Supplies	9,150	8,311	91%
Administration	Personnel Services	249,686	223,106	89%
	Services/Supplies	2,590	368	14%
Finance	Personnel Services	828,733	741,617	89%
	Services/Supplies	971,350	963,415	99%
Municipal Services	Personnel Services	1,652,793	1,426,000	86%
	Services/Supplies	1,555,384	1,273,387	82%
	Capital Outlay	-		
Human Resources	Personnel Services	372,005	326,050	88%
	Services/Supplies	115,239	68,712	60%
Legal	Personnel Services	1,324,012	1,076,355	81%
	Services/Supplies	74,500	50,486	68%
Planning	Personnel Services	766,017	676,641	88%
	Services/Supplies	57,200	11,454	20%
	Capital Outlay			
Building Maintenance	Personnel Services	351,979	314,462	89%
	Services/Supplies	412,800	378,550	92%
	Capital Outlay	-		
Police	Personnel Services	18,313,268	15,713,760	86%
	Services/Supplies	2,329,630	1,910,236	82%
	Capital Outlay	6,255,078	4,830,158	77%
Fire	Personnel Services	14,339,895	12,712,250	89%
	Services/Supplies	1,076,509	894,358	83%
	Capital Outlay	167,592	128,177	76%
General Government	Services/Supplies	38,800	20,676	53%
	Capital Outlay			
Police Grants	Personnel Services	550,444	492,206	89%
	Services/Supplies	6,170	6,469	105%
	Capital Outlay	28,035	28,035	100%
Streets	Personnel Services	3,652,983	3,172,497	87%
	Services/Supplies	2,974,101	2,382,161	80%
	Capital Outlay	178,321	28,312	16%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	AMENDED BUDGET	SPENT THROUGH	PERCENT EXPENDED
Parks	Personnel Services	2,223,086	1,715,462	77%
	Services/Supplies	772,045	697,495	90%
	Capital Outlay	99,276	64,181	65%
Recreation	Personnel Services	648,387	584,591	90%
	Services/Supplies	155,950	136,016	87%
Building Inspection	Personnel Services	1,033,101	892,314	86%
	Services/Supplies	65,705	31,458	48%
	Capital Outlay		0	
Total General Fund		63,936,831	54,231,288	85%
Library	Personnel Services	1,689,366	1,433,164	85%
	Services/Supplies	220,000	192,802	88%
	Capital Outlay	200,000	154,525	77%
CDBG	Personnel Services	108,274	96,426	89%
	Services/Supplies	188,144	212,640	113%
Cemetery	Personnel Services	206,298	222,357	108%
	Services/Supplies	143,800	114,940	80%
	Capital Outlay	15,000	11,099	74%
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	206,919	28%
Cemetery Perpetual Care	Services/Supplies	19,500	19,488	100%
Jewett House	Services/Supplies	31,120	18,209	59%
Street Trees	Services/Supplies	134,500	58,663	44%
Public Art Fund	Services/Supplies	244,500	174,444	71%
		5,624,602	3,973,677	71%
Debt Service Fund		877,308	32,451	4%
Atlas - Kathleen to Newbrook	Capital Outlay			
Traffic Calming	Capital Outlay	40,000	12,738	32%
Public Transit Sidewalk Accessibility	Capital Outlay		-	
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	900,000	136,294	15%
LHTAC Pedestrian Safety	Capital Outlay		-	
Atlas Waterfront Project	Capital Outlay		-	
Wilbur / Ramsey Project	Capital Outlay		40,374	
Government Way	Capital Outlay	4,926,000	3,374,833	69%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	AMENDED BUDGET	SPENT THROUGH	PERCENT EXPENDED
LaCrosse Ave. Improvements	Capital Outlay	5,866,000	3,564,238	61%
Street Lights	Services/Supplies	801,000	641,349	80%
Water	Personnel Services	3,012,695	2,480,888	82%
	Services/Supplies	5,942,033	1,891,806	32%
	Capital Outlay	4,233,000	4,169,626	99%
Water Capitalization Fees	Services/Supplies	2,260,000	-	0%
Wastewater	Personnel Services	3,439,843	2,949,018	86%
	Services/Supplies	9,442,232	3,123,553	33%
	Capital Outlay	11,651,000	1,958,895	17%
	Debt Service	5,128,241	4,242,353	83%
WW Capitalization	Services/Supplies	7,143,549	-	0%
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,469,062	4,451,847	81%
Public Parking	Services/Supplies	1,788,090	790,946	44%
	Capital Outlay	-		
Drainage	Personnel Services	257,526	223,299	87%
	Services/Supplies	1,322,141	502,331	38%
	Capital Outlay	908,000	679,950	75%
Total Enterprise Funds		62,798,412	28,105,861	45%
Kootenai County Solid Waste		3,240,000	2,983,627	92%
KCEMSS Impact Fees		100,000	81,114	81%
Police Retirement		149,000	135,827	91%
Business Improvement District		301,200	60,000	20%
Homeless Trust Fund		9,000	5,076	56%
Total Fiduciary Funds		3,799,200	3,265,644	86%
TOTALS:		\$142,902,353	\$ 93,173,160	65%

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

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 16, 2025

FROM: CAPTAIN JEFF WALTHER, POLICE DEPARTMENT

**SUBJECT: SCHOOL RESOURCE OFFICER AGREEMENT FOR SCHOOL
YEARS 2025-2027, WITH NORTH IDAHO COLLEGE**

DECISION POINT:

The Police Department requests approval of the attached agreement with North Idaho College (NIC) to provide School Resource Officer (SRO) services for school years 2025-2027.

HISTORY:

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

FINANCIAL ANALYSIS:

NIC agrees to pay the full amount of the SRO's salary, not including benefits, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the officer's regular wages and benefits for the officer assigned to the NIC, not to exceed \$107,926.10 for the first year, and \$111,386.84 for the second year.

PERFORMANCE ANALYSIS:

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

DECISION POINT:

The Police Department requests approval of the attached agreement with NIC to provide SRO services for school years 2025- 2027.

RESOLUTION NO. 25-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH SCHOOL DISTRICT 271 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOL YEARS 2025-2027.

WHEREAS, the Police Department of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into agreement, pursuant to terms and conditions set forth in the 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 an agreement with School District 271 to provide School Resource Officer Services for school years 2025-2027, 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 16th day of September, 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 .

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
NORTH IDAHO COLLEGE FISCAL YEARS 2025-2026 and 2026-2027

THIS AGREEMENT is entered into this 16th day of September, 2025, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

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

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

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

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

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

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

II. RESPONSIBILITIES OF NIC

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

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur

d'Alene as such activity relates to NIC.

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

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

IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment based on the full salary of the School Resource Officer, not including benefits, not to exceed \$107,926.10 for 2025-2026 and \$111,386.84 for 2026-2027, to be billed in installments for the first quarter (July, August, September) and for the third quarter (January, February, March) of the year. All overtime expenses will be billed quarterly. The consideration is subject to adjustment based on the full salary of the School Resource Officer, not including benefits, which may change depending on the officer assigned.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2025-2026 and 2026-2027 NIC fiscal years.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2027, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

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

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

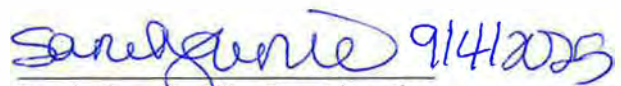
All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the 16th day of September, 2025, pursuant to Resolution No. 25-048, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: _____
Woody McEvers, Mayor

By:  9/4/2025
Sarah Garcia, Vice President for
Finance and Business Affairs

Attest:

Renata McLeod, City Clerk

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 16, 2025

FROM: HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR;
BILL GREENWOOD, PARKS AND RECREATION DIRECTOR

SUBJECT: EASEMENT AGREEMENTS BETWEEN ATLAS MILL 13 SPRINGS
DEVELOPMENT, LLC, AND THE CITY FOR FIRE RESPONSE AND
STORMWATER IN ATLAS WATERFRONT AREA 13, AND FOR PUBLIC
ACCESS AND IMPROVEMENTS IN ATLAS WATERFRONT PARK

DECISION POINT: Should Council approve a substitute Grant of Easement for Atlas Waterfront Area 13 for fire access and stormwater utility access, removing the pedestrian promenade and public access, and approve a new easement agreement for pedestrian and nonmotorized access, landscaping improvements, and other public amenities within the adjacent Atlas Waterfront Park?

HISTORY: At the regular meeting of the City Council on December 5, 2023, Council approved the conveyance of 7,760 square feet or +/- 0.178 acres located adjacent to and along the eastern property line of Atlas Waterfront Area 13 and along the western edge of the Atlas Waterfront Park from the City of Coeur d'Alene to ignite cda. The conveyance of the 30-foot strip of property was necessary to make development of Area 13 more feasible and enable the pending sale to a third party to close. As part of the conveyance of land, ignite cda provided a perpetual easement to the City for the benefit of the public and to provide fire department access around the buildings. The easement also provided for a pedestrian promenade and access for the City to maintain a stormwater system. The easement was recorded on December 7, 2023, as Instrument No. 2955635000. Area 13 was sold by ignite cda to Area Mill 13 Springs Development, LLC (Developer) on December 8, 2023.



As the Developer refined its plans for Area 13, which will include a commercial/restaurant space and 23 for-sale condominiums with below-grade parking, it became clear that access to the below-grade parking structure needed to be on the east side of the property rather than where it was originally anticipated on the west side. This private driveway would only be used by residents and guests of the condominiums. However, City staff determined that would create a substantial conflict with the City's easement. Staff proposed to remove the pedestrian promenade from Area 13, with the developer creating the promenade in the Atlas Waterfront Park to the east with enhanced landscaping, irrigation, seating, a shade structure, bike racks, low-level lighting, and a linear plaza to enhance the park space and create a defined edge between the park and the development, and to finish what was originally desired for the park. The Developer was agreeable to the idea and has prepared an exhibit (attached) showing the realigned pedestrian promenade and amenities that would be accessible to non-motorized vehicles as well and connect to the east-west path along the waterfront.

This change necessitated a change to the existing easement to remove the public access component and a new easement to allow the Developer to do the improvements in the park. City Attorney Randy Adams prepared a substitute easement for access for fire and the stormwater utility on Area 13 and a new Grant of Easement for Public Purposes within the park. Both easement agreements are attached.

It should be noted that the promenade connection was envisioned for the park in the original Atlas neighborhood plan, but there was insufficient budget to construct the connection as part of the waterfront park project.

FINANCIAL ANALYSIS: There would be no new or increased costs to the City. The construction of improvements within the easement area in Atlas Waterfront Park would be performed and paid for by the Developer.

PERFORMANCE ANALYSIS: The new concept allows Area 13 to be developed in a manner consistent with the Atlas Development Standards, specifically: 1. No surface parking; 2. Activating both the Atlas Road and waterfront trail sides for the parcel with a food and beverage operation; and 3. Creating 22 residential units. It also creates the pedestrian promenade that was envisioned in the original concept, and these improvements will be paid for by the Developer.

DECISION POINT/RECOMMENDATION: Council should approve a substitute Grant of Easement for Atlas Waterfront Area 13 for fire access and stormwater utility access, removing the pedestrian promenade and public access, and approve a new easement agreement for pedestrian and nonmotorized access, landscaping improvements, and other public amenities within the adjacent Atlas Waterfront Park.

Atlas Waterfront Easement Agreements

**City Council Meeting
September 16, 2025**

Hilary Patterson, Community Planning Director

Bill Greenwood, Parks & Recreation Director

Dean Papé, Manager, Atlas Mill 13 Springs Development, LLC



1

Decision Point:

Should Council approve a substitute grant of easement for Atlas Waterfront Area 13 for fire access and stormwater utility access, removing the pedestrian promenade and public access, and approve a new easement agreement for pedestrian and nonmotorized access, landscaping improvements and other public amenities within the adjacent Atlas Waterfront Park?



2



Background



3



4

RECORD OF SURVEY

EXHIBIT

LOT 1, BLOCK 12 AND TRACT 1 OF ATLAS WATERPROOF SECOND ADJUNCTION
LOCATED IN THE NW 1/4, NE 1/4 AND SE 1/4 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NOTE

A RECORD OF SURVEY DRAWING MUST BE FILED WHICH WILL DOCUMENT ALL OF THE LAND AND EASEMENT TRANSACTIONS.

BASIS OF BEARING

S 01°52'21" W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, BEARINGS ARE BASED ON THE SHAPE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011 EPOCH) 2010.000.

EXHIBIT MAP

WELCH-COMER
SURVEYORS & ENGINEERS
P.C.
2025, Coeur d'Alene, Idaho 83814
208-684-1912
208-684-1913
208-275-0540

PROJECT #22
THE CITY OF COEUR D'ALENE
2025, Coeur d'Alene, Idaho 83814
208-684-1912
208-684-1913
208-275-0540

PROJECT NUMBER
DEVELOPER BY
DRAWN BY
DRAWING NAME
DATE
SHEET NO.

Digitally signed
by Michael L
Hathaway
Date: 2023.12.08
15:35:29 -08'00'

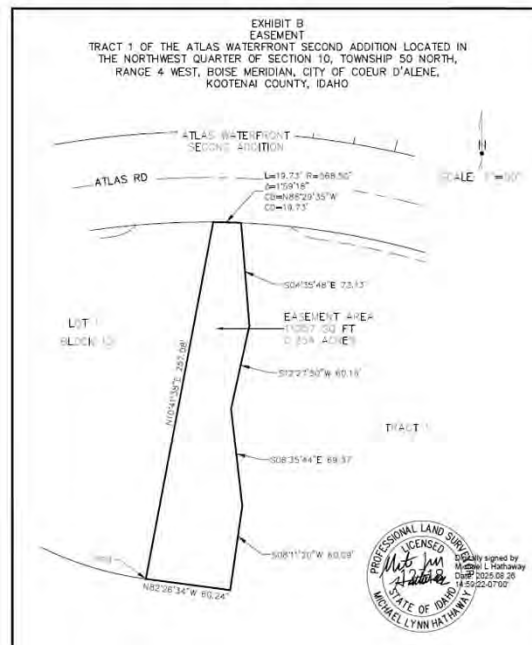
PROFESSIONAL LAND SURVEYOR
Michael L. Hathaway
STATE OF IDAHO
LICENSE #17491

Parks Easement Exhibit





7



8

Landscape Illustrative Plan / Exhibit “B” Parks Easement



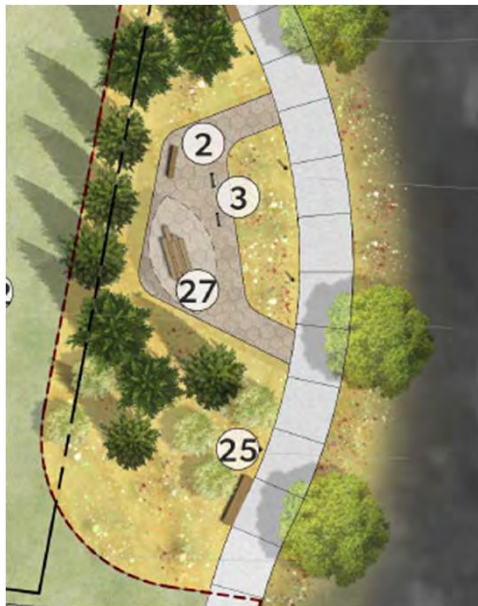
9



10

- 1 NATIVE/ADAPTIVE LANDSCAPE (FINAL PLANT SELECTION TO BE COORDINATED WITH PARKS DEPARTMENT)
- 2 PUBLIC TERRACE WITH SAND SET PAVERS AND PEDESTRIAN SITE FURNISHINGS.
- 3 BIKE RACKS
- 4 RESTAURANT PATIO PUBLIC ACCESS (PENDING FEASIBILITY)
- 5 ACCESSIBLE RAMP AND LANDINGS WITH RAILINGS.
- 6 RETAIL PATIO, ELEVATED PAVEMENT WITH RAILINGS.
- 7 PRIVATE ROOFTOP GATHERING/SEATING SPACE
- 8 GREEN ROOF PLANTING WITH ENGINEERED SOILS, MIN 12" SOIL DEPTH, MOUNDED FOR TREES
- 9 GAS FIREPIT WITH SEATING
- 10 PRIVATE AMENITY DECK OVER PARKING GARAGE
- 11 PARKING GARAGE BELOW ROOFDECK. SEE ARCH.
- 12 EVERGREEN TREE PLANTING FOR SCREENING AT GARAGE AND GROUND LEVEL UNITS
- 13 STORMWATER SWALE WITH NATIVE PLANTING, SEE CIVIL
- 14 RESIDENT ACCESS PATH TO GROUND LEVEL UNITS TYP.
- 15 EXISTING SIDEWALK TO BE REPAIRED AS NEEDED
- 16 VEHICULAR APRON FOR RESIDENT ENTRY
- 17 12' WIDTH MULTI-USE PATH (PUBLIC)
- 18 PRIVATE ASPHALT ACCESS DRIVE FOR RESIDENTS
- 19 ALL PLANTING EAST OF WALKWAY TO BE PROVIDED BY PARKS
- 20 GATE FOR VEHICULAR ACCESS
- 21 BUFFER PLANTING ALONG BUILDING FACE
- 22 SUBSURFACE REINFORCED LAWN SYSTEM FOR FIRE ACCESS
- 23 FIRE LANE ACCESS AND TURNAROUND LIMITS
- 24 EXISTING PUBLIC MULTI-USE PATH TO BE REPAIRED AND REPLACED AS NEEDED
- 25 BOLLARD LIGHTS (ALONG ENTIRE LENGTH OF MULTI-USE PUBLIC PATH)
- 26 REMOVABLE BOLLARDS / FIRE ACCESS SIGNAGE
- 27 SHADE STRUCTURE (\$10,000)

11



CANDIDATE PLANT LIST FOR PUBLIC AREAS
(TO BE FINALIZED AND APPROVED BY CITY OF COEUR D'ALENE PARKS & RECREATION)

TREES

ACER GLABRUM / ROCKY MOUNTAIN MAPLE
 AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / SERVICEBERRY
 BETULA NIGRA 'HERITAGE' / RIVER BIRCH
 LARIX OCCIDENTALIS / WESTERN LARCH
 PINUS FLEXILIS 'VANDERWOLF PYRAMID' / VANDERWOLF PYRAMID WHITE PINE
 PINUS MONTICOLA / WESTERN WHITE PINE
 PINUS NIGRA 'KOMET' / DWARF AUSTRIAN PINE
 POPULUS TREMULOIDES / QUAKING ASPEN
 PSEUDOTSUGA MENZIESII / DOUGLAS FIR

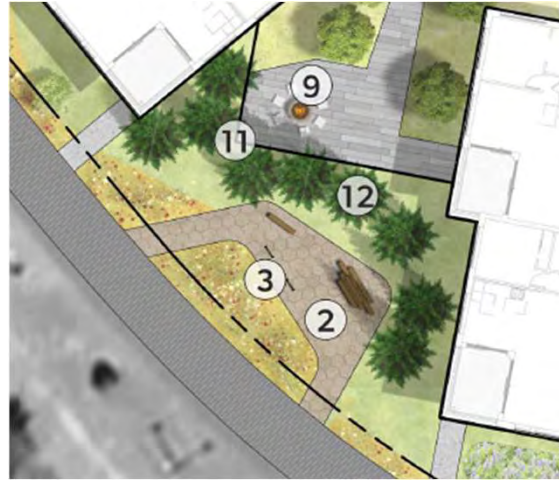
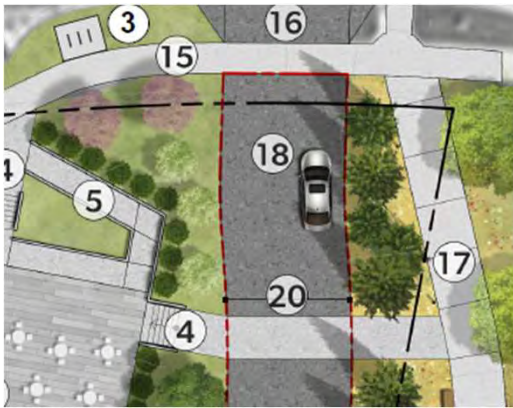
SHRUBS

AMELANCHIER ALNIFOLIA / SERVICEBERRY
 CORNUS SERICEA 'FARROW' / ARCTIC FIRE REDTWIG DOGWOOD
 CORNUS SERICEA 'KELSEY' / DWARF REDTWIG DOGWOOD
 MAHONIA AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
 MAHONIA REPENS / CREEPING OREGON GRAPE
 PHILADELPHUS LEWISII / SYRINGA
 POTENTILLA FRUTICOSA 'ABBOTSWOOD WHITE' / POTENTILLA
 PRUNUS VIRGINIANA / COMMON CHOCHECHERRY
 RIBES ALPINUM / ALPINE CURRANT
 RIBES AUREUM / GOLDEN CURRANT
 ROSA WOODSII / WOODS ROSE
 SALIX PURPUREA 'NANA' / DWARF BLUE ARCTIC WILLOW
 SYMPHORICARPOS ALBUS / COMMON SNOWBERRY

ORNAMENTAL GRASSES, PERENNIALS AND GROUNDCOVERS

AQUILISERGIA FORMOSA / WESTERN COLUMBINE
 ARCTOSTOPHYLOS UVA-URSI / KINKINNICK
 CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
 DESCHAMPSIA CEASPIOSA / TUFTED HAIRGRASS
 FESTUCA IDAHOENSIS 'SISKIYOU BLUE' / IDAHO FESCUE
 NEPETA X WALKER'S LOW / CATMINT
 PHLOX DIVARICATA / WOODLAND PHLOX
 PSEUDOROEGNERIA SPICATA / BLUEBUNCH WHEATGRASS
 RUDBECKIA FULGIDA 'GOLDSTURM' / BLACK EYED SUSAN
 SCHIZACHYRIUM SCOPARIUM 'JAZZ' / LITTLE BLUESTEM

12



13



14

Substitute Easement Highlights

- Replaces existing easement from 2023
- On Area 13
- Non-exclusive permanent easement for grantor
- Removes pedestrian/public access
- Preserves public access for fire access and stormwater



15

Parks Easement Highlights

- Non-exclusive construction easement for public purposes
- On Atlas Waterfront Park
- Relocation of the public shared-use path and promenade for pedestrians and non-motorized vehicles onto the Grantor's Property pursuant to the terms of conditions
- Exhibit "B" includes details of improvements
- Grantee to construct improvements



16

Financial Impacts & Performance Evaluation



17

Decision Point / Recommendation:

Council should approve a substitute grant of easement for Atlas Waterfront Area 13 for fire access and stormwater utility access, removing the pedestrian promenade and public access, and approve a new easement agreement for pedestrian and nonmotorized access, landscaping improvements and other public amenities within the adjacent Atlas Waterfront Park?



18

RESOLUTION NO. 25-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A SUBSTITUTE GRANT OF EASEMENT AGREEMENT WITH ATLAS MILL 13 SPRINGS DEVELOPMENT, LLC, FOR FIRE ACCESS AND STORMWATER MAINTENANCE IN ATLAS WATERFRONT AREA 13, AND AN EASEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS IN ATLAS WATERFRONT PARK.

WHEREAS, the City Community Planning Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Easement Agreements with Atlas Mill 13 Springs Development, LLC, for fire access and stormwater maintenance in Atlas Waterfront Area 13, and for the construction of improvements in Atlas Waterfront Park, pursuant to terms and conditions set forth in the attached Exhibits "1" and "2" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Easement Agreements with Atlas Mill 13 Springs Development, LLC, for fire access and stormwater maintenance in Atlas Waterfront Area 13, and for the construction of improvements in Atlas Waterfront Park in substantially the form attached hereto as Exhibits "1" and "2" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Easement Agreements to the extent the substantive provisions of the documents remain intact.

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

DATED this 16th day of September, 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 EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

Recording Requested By and
When Recorded Return to:

City of Coeur d'Alene
Attn: City Clerk
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUBSTITUTE GRANT OF EASEMENT
(Public Access and Utility)

THIS SUBSTITUTE GRANT OF EASEMENT is made effective this 16th day of September, 2025, by ATLAS MILL 13 SPRINGS DEVELOPMENT, LLC, an Oregon limited liability company (the "Grantor"), and the CITY OF COEUR D'ALENE, a public body, corporate and politic (the "Grantee"). The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner of that certain real property legally described as ATLAS WATERFRONT 2ND ADD, LT 1 BLK 12, TAX#27599 1050N04W (the "Property");

WHEREAS, the Property was formerly owned by the Coeur d'Alene Urban Renewal Agency (the "Agency"), which transferred all of its rights and interests in the Property to Atlas Mill 13 Springs Development, LLC, on December 8, 2023;

WHEREAS, on December 7, 2023, the Agency provided a Grant of Easement to the Grantee for the Property, recorded in the Office of the Kootenai County Recorder as instrument number 2955635000;

WHEREAS, the Grantor and the Grantee have full power and authority to alter the terms of the Grant of Easement;

WHEREAS, the Grantor and the Grantee desire to alter the terms of the Grant of Easement on, over, across and under those portions of the Property legally described on Exhibit A and graphically depicted as the on Exhibit B, described respectively as the "City Easement Property" and the "Stormwater Easement Property," as defined herein, both of which are attached hereto and incorporated herein by this reference (collectively, the "Easement Property"), for the uses and purposes set forth herein; and

WHEREAS, the following Substitute Grant of Easement is hereby adopted in place of the December 7, 2023, Grant of Easement, and the December 7, 2023, Grant of Easement is henceforth no longer in force and effect.

EASEMENT GRANT AND AUTHORIZED USES

1. **Grant of Easement:** The Grantor, for itself, and its heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto the Grantee a perpetual, non-exclusive, easement over, on, and through the Easement Property, for the following purposes:

a. For the purpose of emergency and fire vehicular access by the Grantee through that portion of the Property described on Exhibit B as the City Easement Property for the preservation of improvements located on the Grantor Property in the event of fire or emergency, together with a right of ingress and egress for the maintenance, repair, and reconstruction of the Emergency Access Facilities thereon (the City Easement”); and

b. To operate, maintain, repair, replace, and remove stormwater drains, pipes, and all necessary related facilities and appurtenances thereto (collectively the “Stormwater Utilities”) through that portion of the Property described on Exhibit B as the Stormwater Easement Property, together with the right of ingress and egress for the maintenance, operation, repair, and reconstruction of the Stormwater Utilities (the “Stormwater Easement”).

2. **City Easement Initial Improvements:** In furtherance of the City Easement, the Grantor will install, at its sole cost and expense, improvements located on the Easement Property, necessary and required by Coeur d’Alene Fire Department and applicable law for emergency and fire access (collectively, hereafter the “Emergency Access Facilities”).

3. **Easements are Perpetual:** The Grantee is to have and to hold the Easement Property for the uses and purposes of the Easements perpetually. The termination or modification of either easement shall require approval of the City Council and the Grantor.

4. **Maintenance and Condition of the City Easement:** The Grantor shall keep, maintain, repair, and preserve the City Easement Property for the purposes stated herein at the Grantor’s sole cost and expense. In the event the Grantor fails, after being given thirty (30) days’ written notice of any default of this Grant of Easement specifying such failure to perform its maintenance, replacement, or repair obligations as provided herein in a reasonable manner, or in the event of an emergency, the Grantee may, at its sole discretion, but without any obligation to do so, perform such maintenance or repairs of the Emergency Access Facilities and bill the Grantor for the costs incurred in performing such repairs. Such costs shall be paid or reimbursed by the Grantor within thirty (30) days after receipt of the bill or invoice and the Grantee shall have all rights and remedies, including lien rights, until the same is paid in full by the Grantor, provided that such time period for reimbursement to the Grantee shall not run during the pendency of any action by the Grantor against a third party (or its insurer) that caused any destruction, demolition, or damage to the Public Facilities necessitating such maintenance or repairs. The Grantee agrees

to restore the City Easement Property to substantially the same condition as existing immediately prior to commencing any maintenance, repairs, installation, or reconstruction on the City Easement Property under this Section.

5. Maintenance and Condition of Stormwater Easement: The Grantee shall keep, maintain, repair, and preserve the Stormwater Easement Property for the purposes stated herein at the Grantee's sole cost and expense. The Grantee shall keep, maintain, repair, and preserve the Stormwater Utilities in a manner consistent with maintenance of other similar facilities of the City, and in a good and safe condition. The Grantee, at its sole cost and expense, agrees to restore the Stormwater Easement Property to substantially the same condition as existing on immediately prior to commencing any maintenance, repairs, installation, or reconstruction on the Stormwater Easement Property. In the event the Grantee fails, after being given thirty (30) days' written notice of any default of this Grant of Easement, specifying such failure to perform its maintenance, replacement, or repair obligations as provided herein in a reasonable manner, or in the event of an emergency or circumstances which make it necessary to protect the public health or safety, the Grantor may, at its sole discretion, but without any obligation to do so, perform such maintenance or repairs of the Stormwater Utilities and bill the Grantee for the costs incurred in performing such repairs.

6. No Conflicting Easements: The Grantor hereby covenants and agrees it shall not grant any additional easements over the Easement Property which would materially limit the Grantee's rights under this Grant of Easement, provided, nothing shall limit the Grantor's right to use the Grantor's Property in any manner that does not materially impede or impair the Grantee's easement rights hereunder.

7. Immunities Preserved: Nothing in this Grant of Easement is intended, nor shall it be interpreted, to restrict the Grantor or the Grantee from availing themselves of the protections offered by applicable laws affording any immunity or defense, including without limitation any limitation of landowner liability afforded by so-called Recreational Immunity statute, Idaho Code § 36-1604, or the limitations contained in the Idaho Tort Claims Act.

8. Insurance. The Grantee shall maintain public liability insurance with limits of no less than \$500,000.00 or such higher amount required by law per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the Grantee or its officers, employees, contractors, agents, successors, or assigns. The Grantee shall have the right, at the Grantee's discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance. The Grantor shall maintain general liability insurance covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the Grantor or its officers, employees, contractors, agents, successors, or assigns.

9. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions

**ATLAS MILL 13 SPRINGS DEVELOPMENT,
LLC**

By: _____
Thomas C. Connor, JR., Manager

STATE OF _____)
_____) ss.

County of _____)

On __ day of _____, 2025, before me, a Notary Public in and for said state, personally appeared _____, known or identified to me to be the Principal of Atlas Mill 13 Springs Development, LLC, and the person who executed the foregoing instrument, and acknowledged to me that he executed the same in said entity's name.

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

Notary Public for _____
Residing at: _____
My commission expires: _____

**ATLAS MILL 13 SPRINGS DEVELOPMENT,
LLC**

44631.0004.16482474.1

GRANTEE:

CITY OF COEUR D'ALENE,
An Idaho Municipal Corporation

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____ 2025, before me the undersigned notary public in and for said State, personally appeared Woody McEvers and Renata McLeod, known or identified to me to be the Mayor and City Clerk, respectively, of the CITY OF COEUR D'ALENE, an independent public body, corporate and politic, who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur D'Alene.

Notary Public for Idaho
Residing at: _____
My commission expires _____

EXHIBIT "A"

Legal Description of the Property

Lot 1, Block 12 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho.

TOGETHER WITH AND INCLUDING:

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the **POINT OF BEGINNING**.

Containing 55,833 square feet or 1.281 acres more or less.

EXHIBIT "B"

Legal Description of Easement Property

Public Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of 03° 03' 31", a chord bearing of South 87° 57' 28" East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South 10° 41' 38" West a distance of 260.00 feet;

Thence North 82° 26' 34" West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North 10° 41' 38" East a distance of 257.08 to the **POINT OF BEGINNING**.

Containing 7,760 square feet or 0.178 acres more or less.

Stormwater Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

A 20-foot strip of land lying 10 feet each side of the following described centerline:

Commencing at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet; Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 10.14 feet, through a central angle of 01° 01' 21", a chord bearing of South 88° 58' 33" East and a chord distance of 10.14 feet to the **BEGINNING** of said centerline:

Thence South 10° 41' 38" West a distance of 258.24 feet to the **END** of said centerline.

EXHIBIT “C”

Graphic Depiction of Easement Property

See Attached.

RECORD OF SURVEY

EXHIBIT

[illegible]

A RECORD OF SURVEY DRAWING WILL BE FILED WHICH WILL DOCUMENT ALL OF THE LAND AND EASEMENT TRANSACTIONS.

S 01°15'21" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER
OF SECTION 18. BEARING ARE BASED ON THE IDAHO COORDINATE
SYSTEM, WEST ZONE, NAD83 (2011)(EPOCH 2010.000).

WELCH-COMER
ENGINEERS & SURVEYORS

208-664-3352
(toll free) 877-815-5672
(fax) 208-664-5946

www.welchcomer.com
330 E. Lakeside Ave., Suite 101
Coeur d'Alene, ID 83814

EXHIBIT MAP

Digitally signed
by Michael L
Hathaway
Date: 2023.12.06
15:35:29-08'00'

PROJECT NUMBER:	41292
DESIGNED BY:	MLH
DRAWN BY:	MLH
DRAWING NAME:	41292BLA2-1 DWG
DATE:	12-6-23
SHEET NO:	1

GRANT OF EASEMENT FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho (the "Grantor"), for and in consideration of mutual promises, and other good and valuable consideration, does hereby grant an Easement as described herein to **ATLAS MILL 13 SPRINGS DEVELOPMENT, LLC**, , an Oregon limited liability company (the "Grantee"), whose address is P.O. Box 733, Boise, Idaho, 83701, and its successors and assigns.

RECITALS

WHEREAS, the Grantee is the owner of that certain real property with the legal description of Lot 1, Block 12, Atlas Waterfront 2nd Addition, Tax # 27599, in Section 10, Township 50 N, Range 3 W, B.M. (the "Grantee's Property");

WHEREAS, the Grantor owns property adjacent to the Grantee's Property immediately to the east with a legal description of Atlas Waterfront 2nd Add, Ptn Tr 1 Outside Urd Ex Tx#27599 1050N04W (the "Grantor's Property");

WHEREAS, the parties entered into a Grant of Easement for Public Access and Utility on December 5, 2023, recorded as instrument number 2955635000 in the records of the Kootenai County Recorder, which easement provided for a public shared-use path and promenade for pedestrians and non-motorized vehicles, and for fire protection access over and through a portion of the Grantee's Property;

WHEREAS, the parties entered into a Substitute Grant of Easement for Public Access and Utility, dated September 16, 2025, recorded as instrument number _____ in the real property records of the Kootenai County Recorder, which easement provides for the limited uses as emergency services and fire protection access over and through a portion of the Grantee's Property, along with all other rights reserved to the Grantee

WHEREAS, this Grant of Easement was required as a condition for the Grantee's development of the Grantee's Property;

WHEREAS, the Grantee desires to relocate the public shared-use path and promenade for pedestrians and non-motorized vehicles onto the Grantor's Property in order to allow the Grantee greater flexibility in developing the Grantee's Property; and

WHEREAS, the Grantor is willing allow the relocation of the public shared-use path and promenade for pedestrians and non-motorized vehicles onto the Grantor's Property pursuant to the terms of conditions of this Grant of Easement for Public Purposes.

NOW, THEREFORE,

1. The Grantor hereby grants a non-exclusive easement for construction, specifically, for the construction of a public shared-use path and promenade for pedestrians and non-motorized vehicles (“the Improvements”), across and over those portions of the Grantor’s Property legally described in Exhibit “A” and graphically depicted in Exhibit “B” hereto.

2. The Improvements shall be for use by all members of the general public as a shared-use path and promenade for ingress, egress and recreation by pedestrians and non-motorized vehicles.

3. The Grantee shall construct the Improvements in the easement, including a twelve-foot (12') wide multiuse path in a configuration substantially as shown on Exhibit “C,” and a public terrace with sand set pavers and pedestrian site furnishings, bike racks, a shade structure (which shall not exceed \$10,000 in costs to the Grantee), bollard lights, irrigation, native/adaptive landscaping west of the multiuse path, and using materials as approved by the City’s Parks Department, , all as substantially shown on Exhibit “C.”

4. The Grantor shall have the duty to maintain the improvements, including the landscaping, constructed pursuant to the easement granted hereby The Grantor shall keep, maintain, repair, and preserve the improvements for the benefit of the public for the purposes stated herein at Grantor’s sole cost and expense. The Grantor reserves the right to alter or remove the improvements in its sole discretion as may be in the best interests of the Grantor.

5. Nothing in this easement is intended, nor shall it be interpreted, to restrict the Grantor or the Grantee from availing themselves of the protections offered by applicable laws affording any immunity or defense, including without limitation any limitation of landowner liability afforded by so-called Recreational Immunity statute, Idaho Code § 36-1604, or by the limitations contained in the Idaho Tort Claims Act.

6. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto, and on all parties and all persons claiming such promises, covenants, conditions, and agreements under them or any of them. The rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns. All provisions herein contained, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the assigns, successors, and tenants of the parties hereto.

7. This Easement shall be recorded in the Official Real Property Records of Kootenai County, Idaho.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this 16th day of September, 2025.

GRANTOR:

CITY OF COEUR D'ALENE

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of September, 2025, before me the undersigned notary public in and for said State, personally appeared Woody McEvers and Renata McLeod, known or identified to me to be the Mayor and City Clerk, respectively, of the CITY OF COEUR D'ALENE, an independent public body, corporate and politic, who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur D'Alene.

Notary Public for Idaho

Residing at: _____

My commission expires: _____

ATLAS MILL 13 SPRINGS DEVELOPMENT,
LLC

STATE OF _____)
_____) ss.
County of _____)

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

Notary Public for _____
Residing at: _____
My commission expires: _____

ATLAS MILL 13 SPRINGS DEVELOPMENT,
LLC

STATE OF _____)
_____) ss.
County of _____)

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

Notary Public for _____
Residing at: _____
My commission expires: _____

ATLAS MILL 13 SPRINGS DEVELOPMENT,
LLC

STATE OF _____)
 _____) ss.
 County of _____)

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

Page 6 of 6]

EXHIBIT "A"

TRACT 1, ATLAS 2ND ADDITION

EASEMENT DESCRIPTION

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho described as follows:

BEGINNING at the southernmost corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on said Tract 1;

Thence along the East line of said Lot 1, N10°41'38"E a distance of 257.08 feet to the South right of way of Atlas Road and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along said South right of way through an arc length of 19.73 feet, through a central angle of 1°59'18", a chord bearing of S88°29'35"E and a chord distance of 19.73 feet;

Thence S04°35'48"E a distance of 73.13 feet;

Thence S12°27'50"W a distance of 60.15 feet;

Thence S06°35'44"E a distance of 69.37 feet;

Thence S8°11'20"W a distance of 60.09 feet;

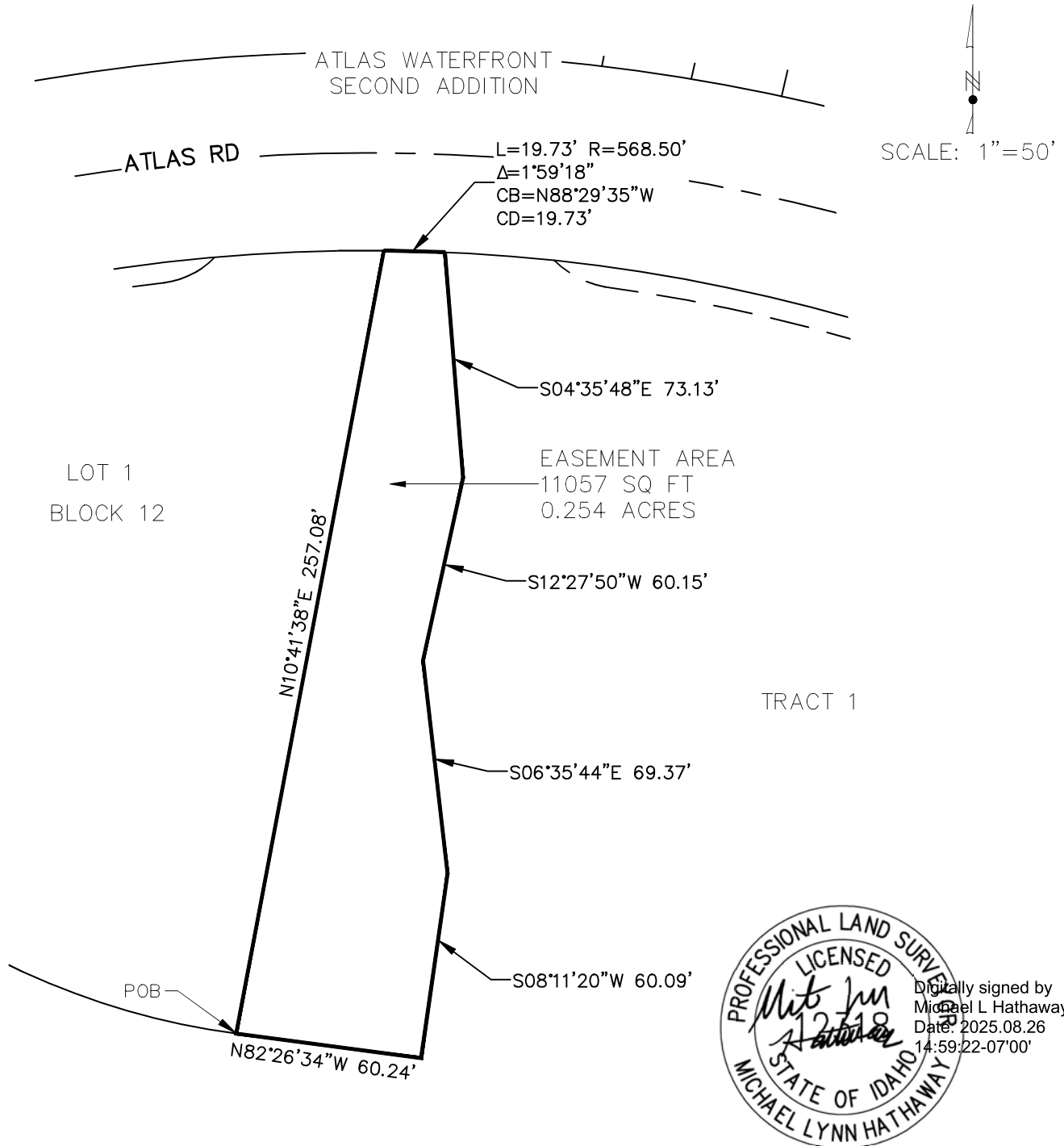
Thence N82°26'34"W a distance of 60.24 feet to the **POINT OF BEGINNING**.

Containing 11,057 square feet or 0.254 acres more or less.



Digitally signed by Michael
Hathaway
Date: 2025.08.26
08:49:19-07'00'

**EXHIBIT B
EASEMENT**
TRACT 1 OF THE ATLAS WATERFRONT SECOND ADDITION LOCATED IN
THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO



WELCH-COMER
ENGINEERS & SURVEYORS
www.welchcomer.com 208-664-9382
330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT B
ATLAS WATERFRONT SECOND ADD.
TRACT 1, SEC 10, T50N, R4W, B.M.,
CITY OF CDA, KOOTENAI COUNTY, ID

PROJECT NO.: 41292
 DRAWN BY: SNR
 NAME: 41292EX17.DWG
 DATE: 20250826
 SHEET NO: **1 OF 1**



- 1 NATIVE/ADAPTIVE LANDSCAPE (FINAL PLANT SELECTION TO BE COORDINATED WITH PARKS DEPARTMENT)
- 2 PUBLIC TERRACE WITH SAND SET PAVERS AND PEDESTRIAN SITE FURNISHINGS.
- 3 BIKE RACKS
- 4 RESTAURANT PATIO PUBLIC ACCESS (PENDING FEASIBILITY)
- 5 ACCESSIBLE RAMP AND LANDINGS WITH RAILINGS.
- 6 RETAIL PATIO, ELEVATED PAVEMENT WITH RAILINGS.
- 7 PRIVATE ROOFTOP GATHERING/SEATING SPACE
- 8 GREEN ROOF PLANTING WITH ENGINEERED SOILS, MIN 12" SOIL DEPTH. MOUNDED FOR TREES
- 9 GAS FIREPIT WITH SEATING
- 10 PRIVATE AMENITY DECK OVER PARKING GARAGE. SEE ARCH.
- 11 PARKING GARAGE BELOW ROOFDECK. SEE ARCH.
- 12 EVERGREEN TREE PLANTING FOR SCREENING AT GARAGE AND GROUND LEVEL UNITS
- 13 STORMWATER SWALE WITH NATIVE PLANTING. SEE CIVIL.
- 14 RESIDENT ACCESS PATH TO GROUND LEVEL UNITS TYP.
- 15 EXISTING SIDEWALK TO BE REPAIRED AS NEEDED
- 16 VEHICULAR APRON FOR RESIDENT ENTRY
- 17 12' WIDTH MULTI-USE PATH (PUBLIC)
- 18 PRIVATE ASPHALT ACCESS DRIVE FOR RESIDENTS
- 19 ALL PLANTING EAST OF WALKWAY TO BE PROVIDED BY PARKS
- 20 GATE FOR VEHICULAR ACCESS
- 21 BUFFER PLANTING ALONG BUILDING FACE
- 22 SUBSURFACE REINFORCED LAWN SYSTEM FOR FIRE ACCESS
- 23 FIRE LANE ACCESS AND TURNAROUND LIMITS
- 24 EXISTING PUBLIC MULTI-USE PATH TO BE REPAIRED AND REPLACED AS NEEDED
- 25 BOLLARD LIGHTS (ALONG ENTIRE LENGTH OF MULTI-USE PUBLIC PATH)
- 26 REMOVABLE BOLLARDS / FIRE ACCESS SIGNAGE
- 27 SHADE STRUCTURE (\$10,000)

CANDIDATE PLANT LIST FOR PUBLIC AREAS
(TO BE FINALIZED AND APPROVED BY CITY OF COEUR D'ALENE PARKS & RECREATION)

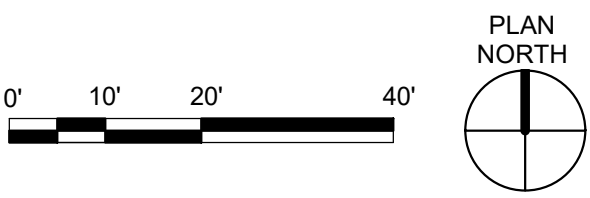
TREES
ACER GLABRUM / ROCKY MOUNTAIN MAPLE
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / SERVICEBERRY
BETULA NIGRA 'HERITAGE' / RIVER BIRCH
LARIX OCCIDENTALIS / WESTERN LARCH
PINUS FLEXILIS 'VANDERWOLF PYRAMID' / VANDERWOLF PYRAMID WHITE PINE
PINUS MONTICOLA / WESTERN WHITE PINE
PINUS NIGRA 'KOMET' DWARF AUSTRIAN PINE
POPULUS TREMULOIDES / QUAKING ASPEN
PSEUDOTSUGA MENZIESII / DOUGLAS FIR

SHRUBS
AMELANCHIER ALNIFOLIA/SERVICEBERRY
CORNUS SERICEA 'FARROW' / ARCTIC FIRE REDTWIG DOGWOOD
CORNUS SERICEA 'KELSEY' / DWARF REDTWIG DOGWOOD
MAHONIA AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE
MAHONIA REPENS / CREEPING OREGON GRAPE
PHILADEPHUS LEWISII/SYRINGA
POTENTILLA FRUTICOSA 'ABBOTSWOOD WHITE' / POTENTILLA
PRUNUS VIRGINIANA / COMMON CHOKECHERRY
RIBES ALPINUM/ALPINE CURRANT
RIBES AUREUM/GOLDEN CURRANT
ROSA WOODSII/WOODS ROSE
SALIX PURPUREA 'NANA' / DWARF BLUE ARCTIC WILLOW
SYMPHORICARPOS ALBUS/COMMON SNOWBERRY

ORNAMENTAL GRASSES, PERENNIALS AND GROUNDCOVERS
AQUILEGIA FORMOSA / WESTERN COLUMBINE
ARCTOSTAPHYLOS UVA-URSI / KINNICKINICK
CALAMAGROSIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
DESCHAMPSIA CESPITOSA / TUFTED HAIRGRASS
FESTUCA IDAHOENSIS 'SISKIYOU BLUE' / IDAHO FESCUE
NEPETA X WALKER'S LOW / CATMINT
PHLOX DIVARICATA / WOODLAND PHLOX
PSEUDOROEGNERIA SPICATA / BLUEBUNCH WHEATGRASS
RUDBECKIA FULGIDA 'GOLDSTURM' / BLACK EYED SUSAN
SCHIZACHYRIUM SCOPARIUM 'JAZZ' / LITTLE BLUESTEM

A1 LANDSCAPE ILLUSTRATIVE PLAN
1" = 20'-0"

Resolution No. 25-049



PROJECT:
ATLAS MILL 13

PROJECT ADDRESS:
N ATLAS RD., COEUR D'ALENE, ID
83814

OWNER:
CITY OF COUR D'ALENE
IDAHO

APPROVAL STAMPS

MARK DATE DESCRIPTION
B REVISIONS

A 08/22/2025 PUBLIC BENEFIT PLAN

MARK DATE DESCRIPTION
ISSUE INFORMATION

PROJECT NO.: 2025023.00
GGLO PRINCIPAL IN CHARGE: MARK SINDELL
GGLO PROJECT MANAGER: TIM SLAZNICK
OWNER APPROVAL:

SHEET TITLE
LANDSCAPE
ILLUSTRATIVE PLAN

SHEET NO.:
L-101

**CITY COUNSEL
STAFF REPORT**

DATE: September 16, 2025
FROM: Kyle Marine, Water Director
SUBJECT: Equipment Warranty, Software, and Services recalibration for the MARS test bench System

DECISION POINT: Should Council approve a contract with Mars Company for an equipment warranty, software, and services related to recalibration of the City's water meter test bench through 2029?

HISTORY: The Water Department initiated the Meter Change-Out Program (MCOP) in 2005 due to significant undocumented water loss. This program is intended to replace all 20,000 meters in the city on a 10-year cycle, based on the estimated lifespan of a typical water meter.

As meters reach 10 years of service, industry standards recommend that water meters be tested due to the loss of accuracy and reliability from wearable parts which lead to a loss of revenue, along with diminished transmitter battery life. On May 19, 2020, Council approved the purchase of the meter test bench from Mars, with an expected payback of less than five years. Actual payoff occurred in about four years.

The test bench has proven to be a valuable asset, enabling the Water Department to rebuild, recalibrate, and recertify meters for reuse, significantly reducing costs within the meter change-out program. Each year, Mars has performed software upgrades and recalibration of the system's scales to ensure compliance with American Water Works Association AWWA standards.

Recent negotiations with Mars have resulted in a proposed contract totaling \$318,742 through 2029. The agreement reduces recertification and software update costs and will save the city more than \$500,000 in calibration costs along with meter replacement costs savings over the next five years (approximately \$250,000 annually). The purchase price also includes a warranty for the test bench equipment and other equipment. The proposed cost is a reduction over an annual contract due to the 5-year term.

FINANCIAL ANALYSIS: Each year, the Water Department replaces about 2,000 meters that have reached the end of their life expectancy. Approximately 90% of these meters are rebuilt and reused at a reduced cost due to the test bench.

Mars is the sole proprietor of the software required to guarantee accuracy of testing and to provide data that integrates with our network and the equipment purchased from Mars. Alternative software would not allow the bench to remain certified by the State's Weights and Measures program. Independent programmers have indicated they cannot guarantee functionality or compatibility, and attempts to use non-Mars software could compromise the system and void warranties.

The proposed contract cost of \$318,742 can be divided into annual payments as follows:

- 2025: \$60,034
- 2026: \$61,236
- 2027: \$62,462
- 2028: \$63,013
- 2029: \$64,988

PERFORMANCE ANALYSIS: Water utilities are consistently challenged to improve efficiency, reduce costs, conserve resources, and provide safe, clean drinking water. The Mars system supports these goals by ensuring accurate testing and cost savings. Entering into this contract will reduce annual maintenance costs of the test bench and extend its long-term reliability. The contract has a standard non-appropriation clause, allowing the City to terminate the contract in any year in which Council does not appropriate money to pay the annual payment. The inclusion of this clause makes the contract valid under Idaho law. Idaho Code § 67-2803(15) exempts from State purchasing requirements “[p]rocurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law.” The meter test bench from Mars was bid in compliance with state law. Further, the City’s purchasing policy for personal property and services does not apply to the purchase of software. For the reasons stated above, this purchase from Mars is in the best interests of the City.

DECISION POINT / RECOMMENDATION: Council should approve the five-year contract with Mars Company for equipment, software, and recalibration services for the water meter test bench, at a total cost of \$318,742 through 2029.

RESOLUTION NO. 25-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH MARS COMPANY FOR THE PURCHASE OF AN EQUIPMENT WARRANTY, SOFTWARE, AND SERVICES RELATED TO THE RECALIBRATION OF THE CITY'S WATER METER TEST BENCH THROUGH 2029 FOR THE WATER DEPARTMENT.

WHEREAS, the Water Superintendent of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Mars Company for the purchase of an equipment warranty, software, and services related to the recalibration of the City's water meter test bench system through 2029 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 contract with Mars Company for the purchase of an equipment warranty, software, and services related to the recalibration of the City's water meter test bench system through 2029, 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 16th day of September, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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



Proposed By:	Bill To:	Ship To:	Order Form:	
MARS Company	City of Coeur d'Alene ("Customer")	City of Coeur d'Alene	Quote #:	081525CDA
Attn: Mike Morgan	Attn: Kyle Marine	Attn: Kyle Marine	Proposal Date:	8/15/2025
E: mmorgan@marswater.com	E: kmarine@cdaid.org	E: kmarine@cdaid.org	Proposal Expires:	9/14/2025
3925 SW 13th Street	3145 N Howard St	3145 N Howard St	Total Price:	\$318,742
Ocala, Florida 34474	Coeur d'Alene, ID 83815	Coeur d'Alene, ID 83815		
W: (352) 843-9014	W: (208) 769-2210	W: (208) 769-2210		

ORDER FORM

Terms and Conditions

Term	Five (5) Year
Billing Method	Email
Contract Start Date	Effective Date ⁽¹⁾

Payment Method:	ACH
Initial Payment Terms	Net 30
Billing Frequency:	Annual
Renewal Payment Terms	In Advance

Note 1 - This Order Form shall commence on the date of final execution, "Effective Date," and shall be in force for the Term ("Term"). This Agreement shall become null and void if not fully executed and received by both parties before the Proposal Expiration date above.

Equipment, Software, and Services Schedules

I. Price Summary:

Please refer to Schedule 1 for details.

II. Equipment, Software, and Services List:

Equipment list: Schedule 2

Software and Services List: Schedule 3

Statement of Work: Schedule 4

III. Non-Standard Terms and Conditions

Please refer to Schedule 5 for details.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of products / services on this Order Form (Customer to Complete)

☐ No

☐ Yes – Please complete below

PO Number: _____

PO Amount: _____

For and on Behalf of City of Coeur d'Alene

Signature: _____

Name: Woody McEver

Title: Mayor

Date:

ATTEST

Renata McLeod, City Clerk

Upon signature by Customer and submission to MARS, this Order Form ("Order Form") shall become legally binding contract ("Contract") unless this Order Form is rejected by MARS for any of the following reasons: (1) the Customer signatory does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. This Order Form is governed by the terms of the MARS Warranty, General Terms, And Conditions, found at (https://marswater.co/TC_0824) and Mars Calibration Certification, General Conditions Of Service And Maintenance, found at (http://marswater.co/MCC_0225) and these documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS and Customer have a currently valid and fully executed agreement in writing, in which case, in the event of a conflict, such written agreement(s) would supersede and control. For the avoidance of doubt, the applicable agreement takes precedence over the Order Form unless set forth otherwise in writing in Schedule 5.

Schedule 1 - Price Summary

Coeur d'Alene Proposal

		CY 2025 ¹³			
		Qty	Model Number	Annual Fee ¹⁰	One-Time Fee ⁹
Software	<u>MARS M3 Enterprise Advanced Software Suite</u>				
	➤ Series 5-1000 Test Bench System	1	72-45201-25	\$56,436	
	➤ Annual Subscription Usage License Tier I ^{7,10,15,17}				
	➤ Large Meter Test Bench System	1	74-46201-25	\$163,924	
	➤ Annual Subscription Usage License Tier O ^{8,10,15,17}				
	Sub-Total	\$220,360			
Equipment Maintenance	<u>MARS Maintenance Calibration Certification (MCC) - Annual^{1,4,6}</u>				
	➤ Series 5-1000 Test Bench System	1	81-00011-15	\$17,252	
	➤ Large Meter Test Bench System	1	82-00011-15	\$22,961	
	➤ Recirculation System Included with Test Bench Systems				
	Sub-Total	\$40,213			
TAB Bundle	<u>MARS Total Advantage Bundle (TAB) Solution - (\$60,000+ Value): Qualification³: Not Eligible</u>	1	11-11111-11	Not Currently Eligible	
	➤ Save Money: Significant Cost Savings & Enhanced Service Offerings				
	➤ Increased Efficiency & Productivity: Expert Consulting Included at No Additional Cost				
	➤ Bundled Enhanced Support Offering: M3 Enterprise, Equipment & Services Enhanced Support				
	➤ Customer Portal: Centralized View of MARS Billing, Support & Training				
	➤ MARS TAB is Subject to Meeting Eligibility Requirements				
	Sub-Total				

Sub Grand Total	\$260,573
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Grand Total	\$260,573
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5-Year Agreement	MCC Multi-System Discount Amount ³	(\$6,032)	
	M3 Series 5-1000 Tier I 5-Year Agreement Discount Amount ^{3,17}	(\$40,308)	
	M3 Large Meter Test Bench System Tier O 5-Year Agreement Discount Amount ^{3,17}	(\$137,048)	
	M3 Beta Test & Reference (Category II) Discount Amount ³	(\$17,151)	
	MARS Calibration Certification (MCC) - Annual	\$34,181	
	M3 Enterprise Annual Software Maintenance & Support	\$25,853	
	First Year Grand Total (Including Any Applicable Discounts)^{5,9,11,12}	\$60,034	
	First Year Total Discounts Included ³	\$200,539	
	First Year Discount % ³	77%	

Notes:

- 1- If MCC is purchased, MCC does not reflect Prevailing Wage labor rates except in CA, NJ, NY, and TX.
- 3- All Discounts and Bundle Eligibility are year to year and require customer to be actively engaged in respective discount category.
- 4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal.
- 5- MARS General Terms and Conditions apply to this proposal. All pricing is in US Dollars (USD).
- 6- If MCC is purchased, it includes quantity of 1 separate MCC visit(s) per 12 month period.
- 7- Tiered Pricing Maximum Limit < 1000 meter tests in aggregate (sum of SM/MED benches) per 12 months.
- 8- Tiered Pricing Maximum Limit < 500 meter tests in aggregate (sum of Large benches) per 12 months.
- 9- One-Time Fee includes T&E, installation labor, and training.
- 10- Includes ONLY First Year of the Annual Software License Fee; all current M3 Software Licenses need to be 1) active and 2) all outstanding balances need to be current, if applicable.
- 11- The pricing does NOT include any compliance to seismic requirements, bonding fees, taxes, duties, or tariffs, if applicable.
- 12- Pricing does not include permits or other applicable fees. MARS Company is not responsible for permits.
- 13- The firm pricing above is valid for 30 days from the date of quotation. Budgetary pricing (subject to change) is valid for the calendar year beginning Jan. 1 and ending Dec 31 of the respective year.
- 15 - Annual M3 Software License Type: On-premise Subscription Usage License.
- 16- M3 Software Multi-Year Subscription Renewal Discount: 2% discount on std annual subscription renewal with a 5-year contract; 3% discount when prepaid. MCC Multi-Year Subscription Renewal Discount: 2% discount on std annual subscription renewal with a 5-year contract; 3% discount when prepaid. A separate discount is available for MCC only, if a 5-year MCC contract is signed within 90 days of respective equipment acceptance, equal to an additional 1% discount on std annual subscription renewal; 1% discount when prepaid.
- 17- M3 Usage-based tiered pricing discounts are contingent upon signing a multi-year agreement.
- 18- The MARS T&C documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS Company and you have a written agreement, in which case such written agreement(s) would supersede, govern and control.

Schedule 1 - Price Summary (Continued)

MULTI-YEAR OPTIONS

Coeur d'Alene Proposal



STANDARD vs MULTI-YEAR DISCOUNTED PRICING - PAYMENT TERMS

M3 ENTERPRISE SOFTWARE – TIER I (5-1000) & TIER 0 (LARGE)

Equipment	Contract Options	Multi-Year Contract Discount ^a	M3 - 2025	2026	2027	2028	2029	5-Year Sub-Total	5-Year M3 Savings ^a	Compounded Savings % ^a
(1) Series 5-1000, (1) Large Meter, & (1) Recirc System	M3, 5-Year Agreement, Annual Pay	2%	\$ 25,853	\$ 26,629	\$ 27,429	\$ 28,253	\$ 29,101	\$ 137,265	\$ 590,407	81.14%

MAINTENANCE CALIBRATION & CERTIFICATION (MCC)

Equipment	Contract Options	Multi-Year Contract Discount ^a	MCC - 2025	2026	2027	2028	2029	5-Year Sub-Total	5-Year MCC Savings ^a	Compounded Savings % ^a
(1) Series 5-1000, (1) Large Meter, & (1) Recirc System	MCC, Priority, 5-Year Agreement, Annual Pay	2%	\$ 34,181	\$ 35,207	\$ 36,264	\$ 37,352	\$ 38,473	\$ 181,477	\$ 7,399	3.92%

TOTAL COST

Equipment	Contract Options	Multi-Year Contract Discount ^a	2025	2026	2027	2028	2029	5-Year Sub-Total	5-Year Total Savings ^a	Compounded Savings % ^a
(1) Series 5-1000, (1) Large Meter, & (1) Recirc System	5-Year Agreement, Annual Pay	2%	\$ 60,034	\$ 61,836	\$ 63,693	\$ 65,605	\$ 67,574	\$ 318,742	\$ 597,806	65.22%

Notes: 1- MCC does not reflect Prevailing Wage labor rates

2- Multi-year discounts are based on pre-payment in full of entire five year contract amount in advance.

3- All Discounts are year to year and require customer to be actively engaged in respective discount category

4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal

5- MARS Warranty, General Terms and Conditions (the "Terms") apply to this proposal

6- If initial pricing is based upon a tiered, usage-based license agreement, actual price will vary in accordance with actual aggregate meter test bench usage over a 12-month period.

8- X-Year Contract fee is calculated as follows: previous year fee times (One plus (respective Multi-Year Contract Discount percentage subtracted from the respective prevailing standard increase percentage)).

9- Compared to non-contracted 1-year agreement amount.

Total Contract Price: \$318,742

Schedule 2 - Equipment List

Equipment List: NONE

Asset Warranty and Ownership:

Asset Warranty and Ownership			
Asset Description	Warranty Term	Annual Subscription	Ownership
Test Bench Equipment ⁵	12 Months	NA	Customer ¹
Printer ²			
Ipad ³			
Cables & Misc Adapters			
M3 Server (HW & SW & OS)	NA	Covered	MARS
Test Bench Local PC			
Rugged Mobile Test Tablet/PC ⁴			
Router ³			

Notes:

- 1 - Ownership is conveyed per T&Cs
- 2 - Consumables including Ink, Paper, etc is Customer responsibility at all times
- 3 - Included only with optional Connectivity Module
- 4 - Included only with Mobile Test System
- 5 - Includes Test Bench hardware, Advanced Scale and Control System (Console and Unitronics Scale hardware)

Schedule 3 - Software and Services List



M3 Enterprise Software & Test Bench Hardware Subscription 2025 Product Configuration		License ¹ & Maintenance Fees
GRAND TOTAL ALL SYSTEMS		# of Systems = 2
		Annual
Grand Total After All Discounts		\$ 25,853

Medium Meter Test Bench System - Series 5-1000		Tiered Pricing Limit < 1000 Meter Tests per 12 Months	
M3 Enterprise Software ^{3,5}		Model Number(s): 72-45201-25	
➤ Core Software Application and Platform Architecture			\$ 13,437
➤ Advanced Connectivity Module			\$ 13,437
➤ Custom Test, Reporting, and Export Module			\$ 13,437
➤ Advanced Scale & Control Module			\$ 13,437
		Sub-Total	\$ 53,748
M3 Enterprise Hardware			
➤ Server & Database Software			\$ 2,688
		Sub-Total	\$ 56,436
		Total License + Advanced Maintenance per System	\$ 56,436
		M3 Tier I 5-Year Agreement Discount Amount	\$ (40,308)
		M3 Beta Test & Reference (Category II) Discount Amount	\$ (6,432)
		Total (per System) After All Discounts	\$ 9,696
		Total Number of Systems =	1
		Annual	
		Grand Total Price	\$ 9,696

Large Meter Test Bench System		Tiered Pricing Limit < 500 Meter Tests per 12 Months	
M3 Enterprise Software ^{3,5}		Model Number(s): 74-46201-25	
➤ Core Software Application and Platform Architecture			\$ 40,309
➤ Advanced Connectivity Module			\$ 40,309
➤ Custom Test, Reporting, and Export Module			\$ 40,309
➤ Advanced Scale & Control Module			\$ 40,309
		Sub-Total	\$ 161,236
M3 Enterprise Hardware			
➤ Server & Database Software			\$ 2,688
		Sub-Total	\$ 163,924
		Total License + Advanced Maintenance per System	\$ 163,924
		M3 Tier 0 5-Year Agreement Discount Amount	\$ (137,048)
		M3 Beta Test & Reference (Category II) Discount Amount	\$ (10,719)
		Total (per System) After All Discounts	\$ 16,157
		Total Number of Systems =	1
		Annual	
		Grand Total Price	\$ 16,157

Notes

- 1- Software License Subscription billed annually in advance and (requires minimum 12 month term(s)) unless specified and agreed upon in writing.
- 2- Install pricing for TYPICAL configuration; Additional config & data migration services / hours billed separately.
- 3- Annual M3 Software subscription based upon Tiered usage pricing; and in accordance with MARS Warranty, Standard Terms and Conditions ("Terms").
- 4- Initial pricing is based upon a tiered, usage-based license agreement; actual price will vary in accordance with actual aggregate meter test bench usage over a 12-month period.
- 5- Software License and Maintenance Fees for One (1) Year.

Legend

- Bold Text - Req'd for min. configuration
- Italics - optional configuration

Service Level: Priority

	Service Level				Description
	Basic	Priority	Critical	TAB	
Calibration Certification Point-Inspection Services					
Check & Calibrate: Carrier, Spacer Bar & Pin System Alignments to Factory Specs.	8-pt.	8-pt.	8-pt.	8-pt.	
Clean & Calibrate Operational Sensitivity for Rotameter Assembly	5-pt.	5-pt.	5-pt.	5-pt.	
Valves, Adapters & Gaskets Inspection	5-pt.	10-pt.	10-pt.	10-pt.	
Water Leak Checklist	5-pt.	10-pt.	10-pt.	10-pt.	
Hydraulic Actuators Pressure & Leak Cycle Time Inspection		6-pt.	6-pt.	6-pt.	
Bleeder Solenoid Function Test & Performance Inspection		6-pt.	6-pt.	6-pt.	
Consulting Services					
Savings, Efficiency, and Productivity Consulting				Yes	
Customized Management Reports and Analytics				Yes	
Hardware Services					
Equipment Calibration, Accuracy and Dependability Certification	Yes	Yes	Yes	Yes	MARS Certified Maintenance Inspection & Certification (Includes Certification Decal)
- Gauge R&R (Repeatability and Reproducibility)		Yes	Yes	Yes	GR&R is defined as the statistical process used to evaluate a gauging instrument's (water meter test bench) accuracy by ensuring its measurements are repeatable and reproducible ³ .
Factory Preventative Maintenance Procedures	Yes	Yes	Yes	Yes	Preventative Maintenance Schedule. MARS Company will perform a PM on the Test Bench System(s) and other related MARS equipment specified under the Agreement.
Priority MCC Service discount of 10% off MCC				10%	Priority MCC Service discount of 10% off MCC
Consumable Parts Included		\$500	Yes	\$1,000	MARS will cover Consumable Parts for each Test Bench System during each MCC 12-month term in the maximum aggregate amount of up to five hundred dollars (\$500.00) for each Test Bench System and one thousand dollars (\$1,000) for TAB. ⁴
Parts & Labor/Service Discount	Yes	20%	Yes	25%	Parts beyond warranty coverage are not included in the service contract, if any are required. All parts and labor to install parts will be sold at a twenty percent (20%) discount from the current list price. MARS will separately quote any service call or parts installation outside of this agreement.
Parts Warranty (days)	90	90	90	120	All parts used under this Agreement are warranted for a period of ninety (90) days from the date of purchase and one-hundred twenty (120) day for TAB. MARS will replace and re-install, if necessary, parts installed by MARS under this service contract which fail solely due to quality manufacturing defect, within the warranty period at no additional cost.
Scale(s) Recalibration (MARS and third-party subcontractor)		Yes	Yes	Yes	If the tanks and scales are out of calibration at the time of an annual MCC visit, MARS Company will, as part of the service contract, have a mutually agreed upon, local third party representative recalibrate the scales to maintenance tolerance within NIST Handbook 44 specifications. MARS will use its best efforts to work in conjunction with customer to have a local agreed upon scale calibration representative at a cost of up to \$800.00 USD per occurrence.
Priority Phone and E-mail Support		Yes	Yes	Yes	This service contract includes MARS Company personnel providing assistance in resolving operational issues over the phone or by e-mail. ¹
Repair and Return of Defective Devices		Yes	Yes	Yes	Repair and Return of defective devices. Customer responsible for all shipping and insurance fees which will be quoted separately.
Advance Hardware Replacement		Yes	Yes	Yes	Defective device replacement shipping in advance of return (billed if defective devices are not returned in 7 days). Customer responsible for all shipping and insurance fees which will be quoted separately.
Large Bench Hydraulic Maintenance (third-party)		Yes	Yes	Yes	MARS will assist large test bench customer to identify third-party for maintenance every 10 years.
Support Services					
Dedicated Support Team and Priority Support				Yes	MARS technical assistance via Remote Computer Access During the Service Time
Remote Technical Assistance	Yes	Yes	Yes	Yes	MARS technical assistance via Remote Computer Access During the Service Time
24/7 Remote Technical Assistance		Yes	Yes	Yes	MARS technical assistance via Remote Computer Access available 24/7
Service Call Discounts - 20% discount on Critical and 2nd level				20%	Service Call Discounts - 20% discount on Critical and 2nd level
Priority Return Service Calls		Yes	Yes	Yes	The Meter Shop has the right to request service or repairs as needed as an additional service call and MARS will make an additional service call within 5 working days, based on parts availability if the issues cannot be resolved over the phone or by e-mail. MARS Company will provide "best effort" to meet the five working day target.
Discounted Rate for Extra Service		Yes	Yes	Yes	Any service calls in excess of one trip per year will be quoted separately.
Centralized Customer Portal				Yes	
Enhanced Training and Certification Programs				Yes	
Early Access to New Features				Yes	
Prioritized New Feature Development				Yes	
Enhanced Remote Diagnostics and Monitoring				Yes	
Knowledge Services					
Instructor On-Site Training		Yes	Yes	Yes	MARS Company will provide a up to four (4) hours of onsite equipment re-training for previously MCC certified operators during the annual on-site service call.
Self-Study Courses		Yes	Yes	Yes	(expected availability 2H 2024)
Additional Instructor On-Site Training					MARS Company will provide a specified number of hours of equipment training during the annual on-site service call.
Meter Test Training					MARS Company will provide a specified number of hours of training for the Meter personnel during the annual on-site service call.
Test Bench Audit					MARS will conduct a comprehensive Test Bench Audit and recommend "Best Practices"

Optional

Note: 1 - Response time will be within 24 hours subject to best efforts and Force Majeur.
2 - MCC will be performed for a single instance per 12 month period unless otherwise agreed to in writing
3 - American Society for Quality (ASQ); <https://asq.org/quality-resources/gage-repeatability>
4 - Subject to specific coverage limitations detailed in MCC agreement

Note: All specifications subject to change without notice; Product prototype pictures may vary from final product design.

Schedule 4 - Statement of Work

NONE

Schedule 5 - Non-Standard Terms and Conditions

Non-Standard Terms & Conditions*: (Non-Appropriation of Funds. The City intends to remit payment for the annual Software and Maintenance fees each year for five (5) years. However, in the event the City Council does not appropriate funds in any fiscal year for the Software and/or Maintenance fees and operating funds are not otherwise available to the Water Department to remit such fees, the City may terminate the agreement to pay the Software and Maintenance fees as of the last day of the fiscal period for which appropriations were received without penalty or expense to the City, except as to the fees for which funds have previously been appropriated and budgeted. Further, the City shall not be liable for any damages resulting from the non-appropriation of funds.)

*Non-Standard Terms & Conditions SUPERSEDE AND CONTROL OVER THE MARS Warranty, General Terms and Conditions.

CITY COUNCIL
STAFF REPORT

DATE: SEPTEMBER 16, 2025
FROM: TROY TYMESEN, CITY ADMINISTRATOR
SUBJECT: POLICE ASSOCIATION AGREEMENT EXTENSION; LCEA AGREEMENT EXTENSION; POLICE CAPTAIN MOU EXTENSION

DECISION POINT: Should Council approve a one-year extension to the current Police Officers Association (the “POA”) Agreement, a two-year extension to the current Lake City Employees Association (the “LCEA”) Agreement, and a one-year extension to the Police Captains MOU (the “MOU”)?

HISTORY: The current three-year term for the POA Agreement commenced on October 1, 2022, and expires September 30, 2025. The POA and the City began negotiations on June 11, 2025, and six separate negotiation sessions took place, the last being on September 9, 2025. The extension to the Agreement will be applicable to all POA represented classifications for an extension term commencing October 1, 2025, and ending September 30, 2026.

The current two-year term for the LCEA Agreement commenced on October 1, 2023, and expires September 30, 2025. The LCEA and the City began negotiations on July 1, 2025, and three separate negotiation sessions took place, the last being on August 7, 2025. The extension to the Agreement will be applicable to all LCEA represented classifications for an extension term commencing October 1, 2025, and ending September 30, 2027.

The Police Captains reached out to the City Administrator on September 3, 2025, requesting a renewal of the MOU, on the same terms as the previous two-year MOU, except for a 3.5% market adjustment (sometimes called a “COLA”). As this is the same market adjustment offered to the POA and LCEA, no meeting was deemed necessary. The parties agreed to a one-year extension of the MOU, expiring September 30, 2026.

FINANCIAL: The cost of the market adjustment for the two Agreements and one MOU are captured in the approved 2025-2026 budget. The other changes to the contract do not have a fixed cost and may have no impact on the 2025-2026 budget.

Staff Group	Type of Increase	General Fund Cost	Other Funds Cost	Total Cost
Lake City Employees Association	3.5% Market Adjustment	462,000	161,207	623,207
Police Officers Association	3.5% Market Adjustment	441,543	-	441,543
Police Captains	3.5% Market Adjustment	13,443		13,443
Total FY26 Contract Costs		916,986	161,207	1,078,192 *

*Included in the adopted FY26 budget

PERFORMANCE ANALYSIS:

POA Agreement: The following modifications to the Agreement, effective for the one-year extension, are as follows:

1. Market Adjustment increase of three and one-half percent (3.5%) for all sworn and non-sworn members of the Police Department, effective the first pay period that includes October 1, 2025.
2. Promotional increase for employees promoted to sergeant or lieutenant equal to ten percent (10%) increase over their base hourly wage or to the minimum wage of the applicable rank, whichever is greater.
3. For the duration of the one-year extension of the Agreement, if a newly promoted officer's base hourly wage is greater than a previously promoted officer's base hourly wage, the previously promoted officer's base hourly wage shall be adjusted to equal the newly appointed officer's base hourly wage.
4. Service time adjustments for non-sworn members are reduced from nine years to seven years.
5. The Survivor's Benefit is amended to include that the City will continue medical/dental coverage for eligible dependents for six (6) months.
6. The POA provided this statement regarding the proposed wage study: "The POA understands that our concerns with the wage study regarding the specialty buckets is now being added to the proposal, so we will have a neutral position with that addition. We would just reiterate that the key to any implementation of the wage study is the increase in revenue for the city and that will only occur through diligent work by city administration, along with city electeds, at the legislature. This is where the commitment to the employees of this city can truly show, allowing for future negotiations to occur."

LCEA Agreement: The following modifications to the Agreement, effective for the two-year extension, are as follows:

1. Market Adjustment increase of three and one-half percent (3.5%) for all sworn and non-sworn members of LCEA in each year of the extension, effective the first pay period that includes October 1, 2025. The LCEA agrees to support a wage study, and the LCEA may provide written input regarding the terms of the wage study and comparable organizations prior to final approval of the consultant contract by City Council.
2. Adjusting the payment of Sick Leave upon retirement, allowing retiring employees to be paid for their final sick leave balance at the rate of 40% for 720 sick hours and above and 33-1/3% for below 720 sick hours, with the first \$3,000.00 being contributed to the employee's HRA VEBA account. Also providing that the employees may not use sick leave in their final two weeks of their employment without medical documentation.`

3. Either party may request that the Agreement be reopened for negotiation on the second year market adjustment based on the wage study, the then-current Consumer Price Index West Region, City financial projections, and/or any other relevant factor.

Captains' MOU: The following modification to the MOU, effective for the one-year extension is as follows:

1. Market Adjustment increase of three and one-half percent (3.5%) for both Police Captains, effective the first pay period that includes October 1, 2025.

DECISION POINT/RECOMMENDATION: Council should approve a one-year extension to the current POA Agreement, a two-year extension to the current LCEA Agreement, and a one-year extension to the Police Captains MOU.

RESOLUTION NO. 25-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A TWO-YEAR EXTENSION AGREEMENT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT WITH THE LAKE CITY EMPLOYEES ASSOCIATION (LCEA), COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2027.

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 23-063, entered into a Collective Bargaining Agreement with the Lake City Employee Association (LCEA) on the 15th day of August, 2023, a signed copy of which agreement is on file with the City Clerk; and

WHEREAS, the City Administrator has determined that a two-year Extension Agreement, through the 30th day of September 2027, Exhibit "A" hereto, is reasonable; and

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

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve the Extension Agreement.

DATED this 16th day of September, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
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COUNCIL MEMBER MILLER	Voted
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COUNCIL MEMBER GOOKIN	Voted
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COUNCIL MEMBER EVANS	Voted
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COUNCIL MEMBER GABRIEL	Voted
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COUNCIL MEMBER WOOD	Voted
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was absent. Motion .

EXTENSION AGREEMENT

THIS AGREEMENT is made and dated this 16th day of September, 2025, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and the Lake City Employees Association, an organization duly organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Association." The terms and conditions of this Extension Agreement shall be applicable to all represented employees for a term commencing October 1, 2025, and ending September 30, 2027, except as specifically provided hereinafter; PROVIDED, HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

W I T N E S S E T H:

WHEREAS, the City and the Association entered into an Agreement governing labor relations in September 2023, hereinafter referred to as the "Agreement;" and

WHEREAS, the Agreement expires on September 30, 2025; and

WHEREAS, the parties to the Agreement have determined that it is in their mutual best interest to formally extend the Agreement for two (2) years without prejudice or penalty to either party.

NOW, THEREFORE,

1. The terms and conditions of the Agreement effective October 1, 2023, shall remain unchanged except as hereinafter provided.
2. Article 4, Section 1, of the Agreement is hereby amended to read as follows:

It is agreed the sick leave policy contained in the Personnel Rules, which by reference is made a part hereof, applies to all employees except as follows:

- A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave. To be eligible the employee must:
 - Have fewer than 720 accrued hours for each month of the quarter;
 - Work the entire quarter.
- B. Upon reaching 720 hours of accrued sick leave, employees shall be eligible for the following compensation method of sick leave accrual:

Employees having accumulated seven hundred and twenty (720) hours of sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on the first day of the City's fiscal year, and such payment shall be contributed directly into the employee's HRA VEBA plan.

Upon retirement from the City of Coeur d'Alene, pursuant to the provisions of Idaho Code, employees will be paid for their accrued sick leave balance based on their final sick leave balance at the date of retirement. The first three thousand (\$3,000) will be contributed into the employee's HRA VEBA plan and the remaining balance will be paid with the employee's final paycheck.

- 720 sick hours and above: paid for 40% of sick balance
- Below 720 sick hours: paid for 33.33% of sick balance

Grandfathered "Option Two": This previous option is only available to those employees who had selected Option Two prior to October 1, 2017, and are now grandfathered for this compensation method of sick leave accrual. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, he/she or their beneficiary shall be paid for 35% of the employee's total accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual, with City providing annual statement of banked sick leave hours to the employee annually.

- C. Employees are not eligible to utilize sick leave hours in their final two weeks of employment unless documentation is provided from a certified health care professional.
- D. New Employees: In the first six (6) months of employment, new employees shall be entitled to use up to thirty-two (32) hours of sick leave from the first day of work for allowable sick leave use. Any sick leave used in excess of what is actually accrued will result in a deduction from sick leave accrual until there is no longer a negative sick leave balance and also shall require medical documentation. If an employee separates from employment having used more sick leave than accrued, the employee shall be required to repay the City for such excess use, which amount shall be deducted from the employee's last paycheck or, if funds are insufficient, the employee shall be required to make a separate payment immediately to the City of Coeur d'Alene.

- 3. Article 15, Section 3, of the Agreement is hereby amended to read as follows:

In addition to the increases listed in Section 2, at the beginning of the pay period that includes October 1, and in the subsequent year of the contract extension, the City will provide a market adjustment increase according to the following schedule.

October 1, 2025:	3.5%
October 1, 2026:	3.5%

LCEA agrees to support a wage study to be performed by a consultant chosen by the City, which wage study will review the compensation for classifications of positions represented by LCEA. LCEA may provide written input regarding the terms of the wage study and comparable organizations prior to final approval of the consultant contract by City Council. However, the terms of the wage study shall be determined solely by the City and the consultant.

Upon completion of the wage study, the City agrees to discuss the results and options for implementation with LCEA.

Either party may request that Article 15 of this Collective Bargaining Agreement be reopened for negotiation no earlier than April 1, 2026, and no later than June 30, 2026, to discuss and potentially alter the 2026 market adjustment increase based on the wage study, the then-current Consumer Price Index West Region, City financial projections, and/or any other relevant factor. If Article 15 is reopened, the parties agree to bargain in good faith.

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

CITY OF COEUR D'ALENE:

LAKE CITY EMPLOYEES ASSOCIATION:

By _____
Woody McEvers, Mayor

By _____
_____, President

ATTEST:

By _____
Renata McLeod, City Clerk

By _____
_____, Secretary

RESOLUTION NO. 25-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR EXTENSION AGREEMENT WITH THE POLICE OFFICER ASSOCIATION (POA), COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026.

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 22-049, entered into a Collective Bargaining Agreement with the Police Officer Association (POA) on the 4th day of October, 2022, a signed copy of which agreement is on file with the City Clerk; and

WHEREAS, the City Administrator has determined that a one-year Extension Agreement through the 30th day of September, 2026, Exhibit "A" hereto, is reasonable; and

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

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve the Extension Agreement.

DATED this 16th day of September, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER	Voted
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COUNCIL MEMBER ENGLISH	Voted
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COUNCIL MEMBER GOOKIN	Voted
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COUNCIL MEMBER WOOD	Voted
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COUNCIL MEMBER GABRIEL	Voted
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COUNCIL MEMBER EVANS	Voted
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was absent. Motion .

EXTENSION AGREEMENT

THIS AGREEMENT is made and dated this 16th day of September, 2025, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and the Coeur d'Alene Police Officer Association, an organization duly organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Association." The terms and conditions of this Extension Agreement shall be applicable to all represented employees for a term commencing October 1, 2025, and ending September 30, 2026, except as specifically provided hereinafter; PROVIDED, HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

WITNESSETH:

WHEREAS, the City and the Association entered into an Agreement governing labor relations on October 4, 2022, hereinafter referred to as the "Agreement;" and

WHEREAS, the Agreement expires on September 30, 2025; and

WHEREAS, Article 34 of the Agreement provides that "[i]f a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached;" and

WHEREAS, the parties to the Agreement have determined that it is in their mutual best interest to formally extend the Agreement for one (1) year without prejudice or penalty to either party.

NOW, THEREFORE,

1. The terms and conditions of the Agreement dated October 4, 2022, shall remain unchanged except as hereinafter provided.

2. Article 8, Section 1, of the Agreement is hereby amended to read as follows:

Market Adjustment Increase: Effective October 1, 2025, the City will provide a Market Adjustment Increase of three and one-half percent (3.5%) to all sworn and non-sworn members of the Police Department.

3. Article 8, Section 3, of the Agreement is hereby amended to read as follows:

Sworn Officer Promotions: When promoted, an employee will receive a ten percent (10%) increase or shall be placed at least equal to the minimum wage of the applicable rank, whichever is greater (minimums are ten percent (10%) above the lower rank's maximum, not including senior pay). The Employee is eligible for a five percent (5%) increase after twelve (12) months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the

promotion becomes the new anniversary evaluation date and the employee will be eligible for five percent (5%) service time increases annually until the employee reaches the maximum of the newly promoted rank.

During the duration of this one-year extension, and to avoid inequities in promotions, if a sergeant's base hourly wage is less than a newly appointed sergeant, that sergeant's base hourly wage shall be adjusted to equal the newly appointed sergeant's base hourly wage. Further, if a previously promoted lieutenant's base hourly wage is less than a newly appointed lieutenant, that previously promoted lieutenant's base hourly wage shall be adjusted to equal the newly appointed lieutenant's base hourly wage. If an equity adjustment occurs, that shall not change eligible service time increases that are based on the original date of promotion.

Employees shall have the ability to purchase the badge associated with the rank they last held at the time of their promotion.

Employees who are promoted to the rank of Lieutenant agree to have their service assignments within the Department and the durations associated with the same delineated by the Chief of Police.

3. Article 8, Section 4, of the Agreement is hereby amended to read as follows:

Non-Sworn Compensation Schedule (Appendix B): Notwithstanding any other provision of this Agreement, the parties agree that all full-time employees shall be eligible for a service time increase of five percent (5%) annually based on the employee's evaluation date if the employee has received an overall rating of "Average" or above on the performance evaluation until the employee reaches the maximum of his/her paygrade. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	5% Increase

Service time increases will occur as follows to the maximum of the pay grade: five percent (5%) increase with average or above overall rating at 1 year; five percent (5%) increase with average or above overall rating at two years; five percent (5%) increase with average or above overall rating at three years; five percent (5%) increase with average or above overall rating at four years; five percent (5%) increase with average or above overall rating at five years; five percent (5%) with average or above overall rating at six years; five percent (5%) increase with average or above overall rating at seven years. Employees who do not reach the maximum of the wage range after receiving all eligible service time increases shall continue to be reviewed annually and receive a five percent (5%) increase until the maximum

wage of the classification is reached with an average or above average overall rating.

If a service time increase is not approved at the time the employee is eligible, the employee's service time dates will be adjusted accordingly once the employee is approved for the increase. Service time increases must be at least twelve (12) months apart.

4. Article 32 of the Agreement is hereby amended to read as follows:

In the event a member of the Association dies during the course and scope of their employment, a Survivors Benefit in the amount of six (6) months' wages shall be payable to the descendant's named survivor. Additionally, the City will continue medical/dental coverage for eligible dependents for six (6) months. Further, to be eligible for this benefit, each member of the POA Association shall submit the provided survivor's designation form to the Human Resource Office within thirty (30) days of date of hire.

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

CITY OF COEUR D'ALENE:

COEUR D'ALENE POLICE ASSOCIATION:

By _____
Woody McEvers, Mayor

By _____
_____, President

ATTEST:

By _____
Renata McLeod, City Clerk

By _____
_____, Secretary

RESOLUTION NO. 25-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR EXTENSION OF THE CURRENT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COEUR D'ALENE AND THE POLICE DEPARTMENT CAPTAINS.

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 23-064, entered into a Memorandum of Understanding with Captain Jeff Walther and Captain Dave Hagar on the 15th day of August, 2023, a signed copy of which agreement is on file with the City Clerk; and

WHEREAS, the City Administrator has determined that a one-year extension of the Memorandum of Understanding, Exhibit "A" hereto, is reasonable; and

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

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve the Extension of Memorandum of Understanding with Captains Jeff Walther and Dave Hagar.

DATED this 16th day of September, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
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COUNCIL MEMBER MILLER	Voted
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COUNCIL MEMBER GOOKIN	Voted
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COUNCIL MEMBER EVANS	Voted
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COUNCIL MEMBER GABRIEL	Voted
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COUNCIL MEMBER WOOD	Voted
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was absent. Motion .

Extension of Memorandum of Understanding

This extension of that certain Memorandum of Understanding entered into on August 15, 2023, is made this 16th day of September, 2025, by and between the **City of Coeur d'Alene**, hereinafter referred to as the "City," and **Captain David Hagar** and **Captain Jeff Walther**, hereinafter referred to as "Captains." This Extension of Memorandum of Understanding shall be for a term commencing October 1, 2025, and ending September 30, 2026.

The Captains shall receive a wage adjustment of three and one-half percent (3.5%) commencing with the pay period that includes October 1, 2025.

In all other respects, the Memorandum of Understanding entered into on August 15, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Extension of Memorandum of Understanding on behalf of said City, and the Captains have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CAPTAINS

By: _____
Woody McEvers, Mayor

By: _____
David Hagar

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Jeff Walther

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 16, 2025**

FROM: **Katie Ebner, Finance Director/Treasurer**

SUBJECT: **AMENDMENTS TO THE 2024-2025 FISCAL YEAR APPROPRIATIONS
(BUDGET)**

DECISION POINT:

To approve Council Bill No. 25-1018 to amend the Fiscal Year 2024-25 Budget by a total of \$3,523,206.

HISTORY:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

FINANCIAL ANALYSIS:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriations' ordinance.

Revenue Adjustments

The projected revenues have been adjusted upward by \$3,523,206, incorporating both unanticipated income and the use of Fund Balance from carryovers or one-time costs previously approved by the Council. Key adjustments to revenues include:

- **Fees and licenses Revenues:** Budgeted revenues in this category increased by \$674,000. This increase is from additional building permit and inspection fee revenue.
- **Intergovernmental revenue:** State Liquor revenue projections as well as Highway District revenue projections are forecasted to come in below budget. This category shows a decrease in budgeted intergovernmental revenue of \$207,324.
- **Use of Fund Balance:** Use of fund balance in the General Fund is projected to be higher than the original budget. This amendment reflects an increase of \$2,541,279 budgeted use of fund balances. About \$1.4 million of this increase in use of fund balances is to cover the replacement of lost items and the rebuild of the Police Department Support Services Building. These expenditures are covered from the insurance settlement received in the

prior year. About \$1 million of this additional use of fund balance is to cover constant staffing in the Fire Department as described below in the expenditures section.

- **Drainage Utility Fund:** The Drainage Utility received a grant from the state for the Phippeny Park drainage project. This grant increased revenues in the Drainage Fund of \$413,000.

Expenditure Adjustments

The total budgeted General Fund expenditures have been increased by \$3,523,206. Significant adjustments include:

- **Municipal Services:** An additional \$317,819 was budgeted to account for multiyear project costs carrying over from prior fiscal years, as well as the final use of ARPA funds allocated for IT infrastructure upgrades.
- **Fire Department:** Just over \$1 million was allocated to Constant Staffing in the Fire Department. A minimum number of staff must be on duty for each shift. If there is illness or injury, overtime must be paid to ensure minimum staffing requirements are met.
- **Police Department:** Just over \$1.4 million was added to the police department budget to account for the replacement of items lost in the fire of the Police Department Support Services Building, as well as a contract award for the re-construction of the building. These costs were funded from an insurance settlement paid in last fiscal year.
- **Drainage Utility Fund:** The Drainage Utility Fund expenditures increased by \$413,000 to account for a state grant for the Phippeny Park drainage project.
- **Other Cost Increases:** The remaining cost increases in the General Fund include various unanticipated expenses such as staff overtime, separation payments for accrued comp time, vacation, and retirement sick leave payouts, spending from new grant awards, and the continuation of project expenses carried over from the previous year.

PERFORMANCE ANALYSIS: These budget amendments are necessary to ensure that the City of Coeur d'Alene can continue to provide essential services and maintain its infrastructure. The amendments also reflect the City's commitment to transparency and fiscal responsibility by accurately updating the budget to reflect current financial realities.

DECISION POINT: Council should approve Council Bill No. 25-1018 amending the Fiscal Year 2024-25 Budget to increase the budget by a total of \$3,523,206.

ORDINANCE NO. 3762
COUNCIL BILL NO. 25-1018

AN ORDINANCE AMENDING ORDINANCE 3734, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, APPROPRIATING THE SUM OF \$142,902,349, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,523,206; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3734, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of \$142,902,349, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2024.

Section 2

That Section 2 of Ordinance 3734; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

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

	FY 2024-25 BUDGET	FY 2024-25 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$288,967	\$294,167
Administration	252,276	252,276
Finance Department	1,774,867	1,800,083
Municipal Services	2,890,358	3,208,177
Human Resources	487,244	487,244
Legal Department	1,398,512	1,398,512
Planning Department	820,717	823,217
Building Maintenance	764,779	764,779
Police Department	25,790,292	26,897,977
Opioid Grant		294,669

Police Department Grants	247,275	289,980
Fire Department	14,490,604	15,583,996
General Government	38,800	38,800
Streets/Garage	6,679,213	6,805,405
Parks Department	3,035,131	3,094,407
Recreation Department	785,636	804,337
Building Inspection	1,088,306	1,098,806
TOTAL GENERAL FUND EXPENDITURES:	<u>\$60,832,977</u>	<u>\$63,936,832</u>

	FY 2024-25 BUDGET	FY 2024-25 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$2,109,366	\$2,109,366
Community Development Block Grant	359,060	296,411
Impact Fee Fund	1,093,000	1,093,000
Parks Capital Improvements	751,100	751,100
Annexation Fee Fund	580,000	580,000
Cemetery Fund	358,098	365,098
Cemetery Perpetual Care Fund	19,500	19,500
Jewett House	31,120	31,120
Reforestation/Street Trees/Community Canopy	134,500	134,500
Public Art Funds	244,500	244,500
TOTAL SPECIAL FUNDS:	<u>\$5,680,244</u>	<u>\$5,624,595</u>

ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$801,000	\$801,000
Water Fund	13,187,728	13,187,728
Wastewater Fund	29,661,316	29,661,316
Water Cap Fee Fund	2,260,000	2,260,000
WWTP Cap Fees Fund	7,143,549	7,143,549
Sanitation Fund	5,469,062	5,469,062
City Parking Fund	1,788,091	1,788,091
Drainage	2,074,668	2,487,668
		0
TOTAL ENTERPRISE EXPENDITURES:	<u>\$62,385,414</u>	<u>\$62,798,414</u>

FIDUCIARY FUNDS:	\$3,737,200	\$3,799,200
STREET CAPITAL PROJECTS FUNDS:	5,866,000	5,866,000
DEBT SERVICE FUNDS:	877,308	877,308
GRAND TOTAL OF ALL EXPENDITURES:	<u><u>\$139,379,143</u></u>	<u><u>\$142,902,349</u></u>

Section 3

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

Section 4

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

APPROVED by this Mayor this 16th day of September, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. 3762

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2024 - 2025

AN ORDINANCE AMENDING ORDINANCE 3734, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 APPROPRIATING THE SUM OF \$142,902,349, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,523,206; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3762 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3762, Annual Appropriation Amendment for Fiscal Year 2024 - 2025, 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 16th day of September, 2025.

Randy Adams, Chief Deputy City Attorney