

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

AGENDA

VISION STATEMENT

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

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

May 6, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: John Pulsipher: Interfaith CDA

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. PRESENTATION:

1. Proclamation – Military Caregiver Month – May 2025

Accepted by: Lt. George Farragut Chapter, Michelle Fansler, Regent and Kathy Swanson, Vice Regent 1

2. Proclamation – Preservation Month – May 2025

Accepted by: Walter Burns, Historic Preservation Commission Chairman

3. Presentation – 2025 Wildland Season Outlook

Presented by: Deputy Fire Chief Jeff Sells

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

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointment of Tom Messina to the Design Review Commission and Alivia Metts to the ignite CDA Board.

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 April 15, 2025 and April 21, 2025 Meetings.
2. Setting of General Services/Public Works Committee Meeting for May 12, 2025.
3. Approving Approval of Bills as Submitted.

I. OTHER BUSINESS:

1. **Resolution No. 25-020** - Approval of a letter of Agreement with Keenan Johnson for recreational transit upon designated city streets.

Staff Report by: Kelley Setters, Deputy City Clerk

2. Pricing for new Millstone Art Niche Wall.

Staff Report by: Bill Greenwood, Parks and Recreation Director

3. **Council Bill No. 25-1010** – Approval of amendments to M.C. § 6.15.010, adding subsections F and G, allowing goats to be utilized for weed abatement and setting forth requirements for such use.

Staff Report by: Renata McLeod, Municipal Services Director

4. **Resolution No. 25-021** - Approval of a Purchase and Sale Agreement with the North Idaho Fair Board for the Triple-Wide Modular Unit in the amount of \$125,000.00.

Staff Report by: Todd Feusier, Streets and Engineering Director

5. **Resolution No. 25-022** - Approval of the purchase of a new Accubrine brine production system, with Upgrade Kits and Accessories, from Cargill Salt-Road Safety for \$88,321.00, through the Sourcewell cooperative purchasing program.

Staff Report by: Todd Feusier, Streets and Engineering Director

6. **Resolution No. 25-023** - Approval of change order No. 1 to the Mill and Inlay project with Interstate Concrete and Asphalt Company in the amount of \$283,730.65.

Staff Report by: Justin Kimberling, Streets and Engineering Assistant Director

J. 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

May 6, 2025

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS

PROCLAMATION

WHEREAS, the series of wars and conflicts in which our nation has been engaged over time, since World War II, has resulted in 5.5 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our nation, as documented by the 2014 RAND study commissioned by the Elizabeth Dole Foundation; and

WHEREAS, the daily tasks of these military and veteran caregivers can include bathing, feeding, dressing and caring for the injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income; and

WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public, private and philanthropic resources, but their caregivers receive little support or acknowledgement; and

WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such; and

WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and

WHEREAS, the City of Coeur d'Alene desires to recognize and support those who are serving in these vital roles in our own community;

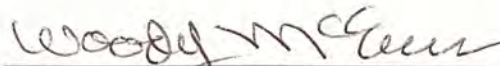
NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of May, 2025 as

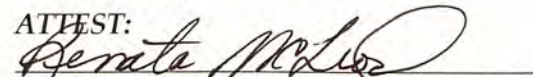
"MILITARY CAREGIVER MONTH"


In the City of Coeur d'Alene and announces its support of military and veteran caregivers in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this May 6th, 2025.





Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk



HELPING IDAHO'S HIDDEN HEROES SHINE WITH DAR!



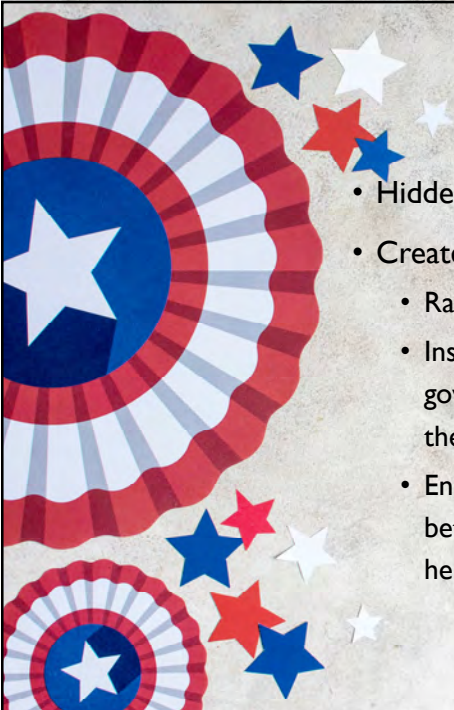
“THERE ARE 14.3 MILLION MILITARY
AND VETERAN CAREGIVERS IN THE
UNITED STATES...”

These spouses, mothers, fathers, and other loved ones put their lives indefinitely on hold to care for their wounded veterans and servicemembers at home. In most cases, caregivers begin this journey in total isolation, without any support.

HIDDEN HEROES is our way of providing these selfless Americans with the help they need and the recognition they deserve.”

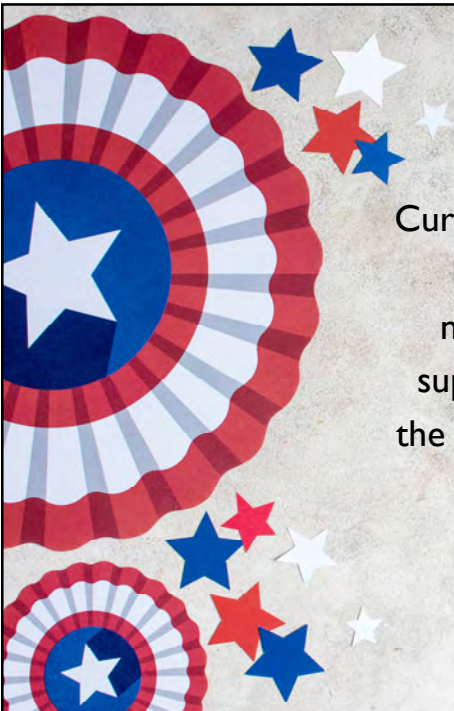


- Senator Elizabeth Dole





WHAT IS HIDDEN HEROES?



- Hidden Heroes is an initiative of the Elizabeth Dole Foundation
- Created in 2016, the initiative seeks to:
 - Raise awareness of the issues military caregivers confront each day.
 - Inspire cities, counties, individuals, businesses and civic, faith, and government leaders to take action to support military caregivers in their communities.
 - Encourage military caregivers to register at HiddenHeroes.org to better understand their needs and connect them with helpful resources and support.




THE CHALLENGE

Currently, Hidden Heroes has little to no reach into Idaho. Military caregivers silently attempt to navigate their Veteran's needs alone, without a supportive community of caregivers, and without the knowledge that public and private organizations are ready and willing to help.

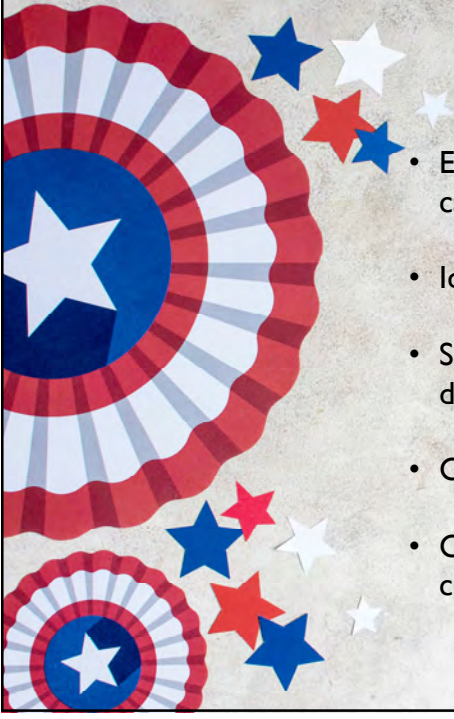
...enter the Daughters of the American Revolution!





WHO ARE THE DAUGHTERS OF THE AMERICAN REVOLUTION (DAR)?


- DAR is a non-profit, non-political women's service organization
- Members must have proven lineal descent from a Patriot of the American Revolution
- We focus our service efforts in Historic Preservation, Education, and Patriotism
- We are also the largest women's service organization for Veterans
- Idaho has 15 chapters across the state with nearly 900 members
- Nationwide, DAR has almost 200,000 active members



OUR OBJECTIVES




- Educate Idahoans about who qualifies as a military caregiver
- Identify Idaho's military caregivers
- Show appreciation and support for their sacrifice and dedication
- Connect caregivers to resources
- Connect caregivers to a supportive, informative community





HOW CAN IDAHO'S CITIES HELP?



- Join Hidden Heroes, DAR, and the Idaho Division of Veteran's Services
- Join over 200 cities, counties, and states in publicly recognizing and offering support to your city's military caregivers




HOW CAN IDAHO'S CITIES HELP?

Prepare and sign a Proclamation recognizing your community's military caregivers

- Designate an individual as a Point of Contact (POC) for your city (often, the county Veterans' Services Officer)
- Help identify military caregivers in your city
- Direct them to two resources:
<https://www.hiddenheroesidaho.org>
<https://www.hiddenheroes.org>
- Organize Community Support
- Honor Military Caregivers and join us in raising awareness about their needs!






RESOURCES AVAILABLE

- Understanding the Caregiver Journey
<https://caregiverjourney.elizabethdolefoundation.org/>
- Hidden Heroes Cities and Counties Summit Webinar
<https://www.youtube.com/watch?v=992JWvh5-OU>
- Science-Backed Research Regarding the Scope and Need for America's military caregivers
<https://www.elizabethdolefoundation.org/landmark-research/>

 **DAR**
Daughters of the American Revolution
Idaho State Society



WELCOME TO THE PARTNERSHIP!

Together we will...

- Identify military caregivers in each city
- Publicly communicate our support
 - Work together with City elected officials to recognize Idaho's Hidden Heroes
 - Commit to being a Hidden Heroes Community in Idaho – this project started with only one and now we're up to 43 Counties and 40 Cities!
- Contribute resources for Idaho's Hidden Heroes to add to the Idaho-specific directory at hiddenheroesidaho.org
- Assign a city contact for caregivers who have questions or wish to engage with city leadership

 **DAR**
Daughters of the American Revolution
Idaho State Society





PROCLAMATION

WHEREAS, historic preservation is an essential tool for managing growth and sustainable development, realizing neighborhoods, positively impacting the local economy, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people, including the original inhabitants and protectors of Coeur d'Alene - the Coeur d'Alene Tribe ; and

WHEREAS, Coeur d'Alene's Historic Preservation Commission is partnering with the Museum of North Idaho and the Coeur d'Alene Press to do historic preservation outreach and education throughout the month of May; and

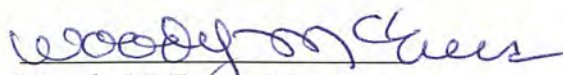
NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of May, 2025 as

"PRESERVATION MONTH"

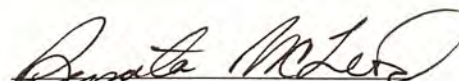
In Coeur d'Alene, Idaho, and ask the people to join their fellow citizens across the United States in recognizing and participating in this special observance through a variety of historic preservation activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 6th day of May, 2025.




Woody McEvers, Mayor

ATTEST:


Renata McLeod, City Clerk

National Preservation Month 2025



Preservation Month Reception — May 8



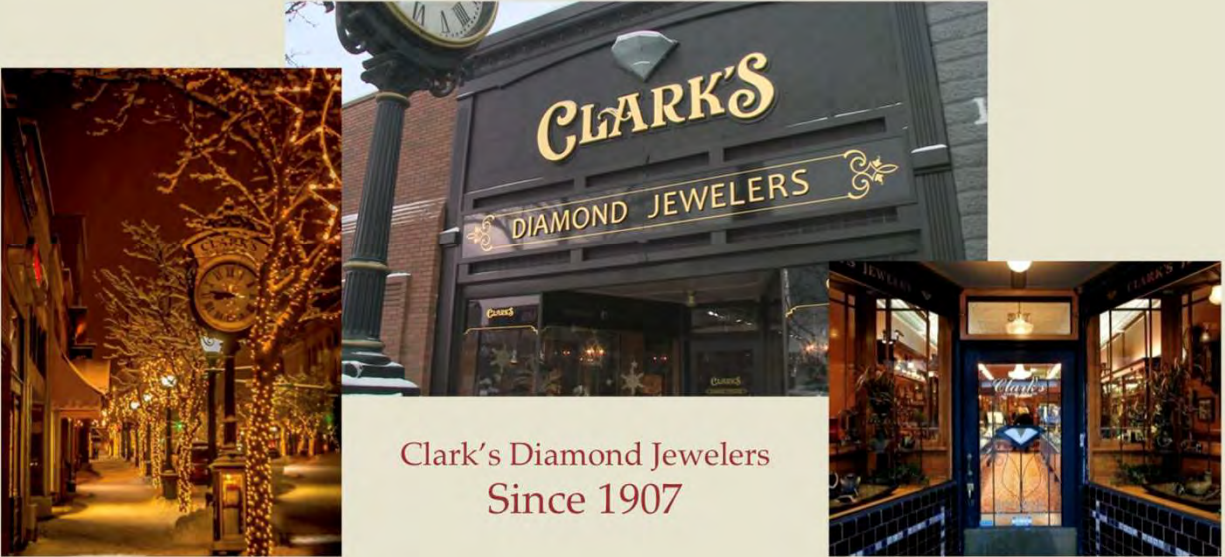
COEUR D'ALENE'S
HISTORIC PRESERVATION COMMISSION
INVITES YOU TO THE

2025
**HISTORIC PRESERVATION
RECEPTION & AWARDS**

MAY 8, 2025 AT 6PM
NORTHERN PACIFIC DEPOT
201 N THIRD STREET, COEUR D'ALENE, ID 83814
(PLEASE RSVP TO TCLARK@CDAID.ORG OR (208) 769-2240)



Third Annual Heart of History Award



Clark's Diamond Jewelers
Since 1907

Preservation Month Events

May 3 & 17 Old Fort Sherman Walking Tour

May 10 & 24 Downtown Walking Tour

May 10 Memories with Mom Brunch and Tea —Hamilton House

May 11 Mother's Day Notable Women Cemetery Tour

May 14 History Hour with Don Pischner

May 21 & 28 5th St. Farmer's Market



Garden District Walking Tour



May 31
11am–1:30pm



Garden District **CELEBRATION!**



June 1
1:00 – 3:00pm
G.O Phippany Park





Wildfire Outlook and Preparation 2025

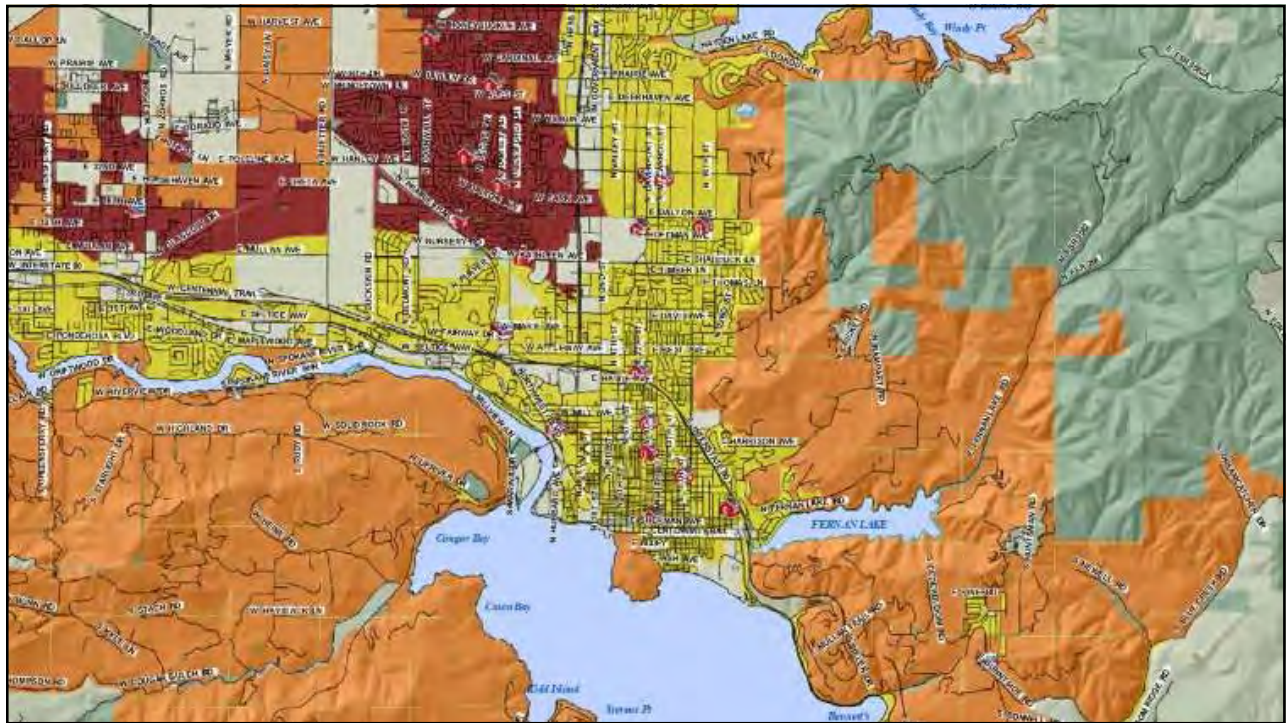
Seasonal Outlook



https://www.nifc.gov/nicc-files/predictive/outlooks/monthly_seasonal_outlook.pdf

https://www.nifc.gov/nicc-files/predictive/outlooks/NA_Outlook.pdf

https://www.nifc.gov/nicc-files/predictive/NMAC_Weather_Outlook.mp4





KOOTENAI COUNTY FIRESMART

KOOTENAI COUNTY FIRESMART 2024 RECAP

2024 Project Closeout

• GLEN CARIN ~ HAYDEN	19.0 ACRES
• BACKSIDE OF HAYDEN/HAYDEN LAKE	74.0 ACRES
• VETERANS CENTENNIAL PARK	10.5 ACRES
• POST FALLS COMMUNITY FOREST	77.6 ACRES
• FARRAGUT TRAIL FUEL BREAK	76.5 ACRES

2024 Open Projects


• CANFIELD NATURAL AREA	30 ACRES
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2025 Projects

- CANFIELD NATURAL AREA
- TUBBS HILL
- NORTHERN TIMBER - (MOU PENDING SIGNATURE)

2025 Application

- WSFM FY25 HAUSER LAKE



Planning for the *future*



On January 26, 2025 Kootenai County FireSmart held a Project/Application Workshop which was open to all fire jurisdictions in Kootenai County. This workshop presented a platform for our fire partners to present potential Firesmart projects they wanted to see done in their area.

2025

APPLICATIONS

FY26 WSFM WORLEY COMMUNITY

90-100 Acres of
treatment work in the
Worley Community

FY26 HFR HAYDEN

75-80 Acres of treatment
work in the Chicken Point,
Gem Shores & Susnet
Beach areas of Hayden

FY26 LANDOWNER ASSISTANCE GRANT

150+ Acres of
treatment work in the
Wolf Lodge, Cataldo &
Harrison Areas


Partnerships

- Idaho Department of Lands
- Kootenai County FireSmart
- Kootenai County Office of Emergency Management
- Mutual Aid Departments
- Idaho Fire Chiefs Association
- Other City Departments
- The Community



This Photo by Unknown Author is licensed under CC BY-SA-NC

WHAT TO DO WHEN WILDFIRE IS NEAR?


READY!
SET!
GO!



GET READY

Create and maintain defensible space and harden your home against flying embers. [Level 1 Evacuation.](#)



GET SET

Prepare your family and home ahead of time for the possibility of having to evacuate. [Level 2 Evacuation.](#)



GO

Take the evacuation steps needed to give your family and home the best chance of surviving. [Level 3 Evacuation.](#)

TO SIGN UP FOR EMERGENCY ALERTS VISIT

WWW.KCSHERIFF.COM/228/ALERT-KOOTENAI







Community Communication



- <https://www.pulsepoint.org/>
- <https://app.watchduty.org/>
- <https://www.myavista.com/safety/where-doing-more-to-protect-against-wildfires/public-safety-power-shutoff>

The Very Rare And Elusive
Hummingbear.



ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: APRIL 15, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the May 6, 2025 Council Meeting:

TOM MESSINA DESIGN REVIEW COMMISSION (Reappointment)

A copy of his Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
 Hilary Patterson, Design Review Commission Liaison

MEMO TO COUNCIL

DATE: APRIL 29, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the May 6, 2025, Council Meeting:

ALIVIA METTS IGNITE CDA BOARD (Reappointment)

A copy of her Professional Data Sheet and resume are attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
 Tony Berns, Ignite CDA Liaison

CONSENT CALENDAR

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

April 15, 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 April 15, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

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

POEM READING: City of Coeur d'Alene Poet Laureate Jennifer Passaro read the poem entitled "Coeur d'Alene, Windstorm 2021."

ARBOR DAY: Councilmember Wood proclaimed April 25, 2025, as Arbor Day, with Urban Forester Nick Goodwin accepting the proclamation. Mr. Goodwin highlighted last year's planting of a bristle cone pine at Atlas Park, assisted by Ramsey Magnet School students. This year, similar activities will take place at Persons Field, including planting 10 trees to replace dead ones. Coeur d'Alene, a Tree City USA for 41 years and recipient of 21 growth awards, planted 324 public trees, removed 82, and maintained 793 last year. Arbor Day events will feature tree planting, seedling distribution, tree info, and a larger tree raffle. North Idaho College will also host a seedling giveaway, nursery and vendor booths on April 26th.

John Schwandt highlighted the growth of the Arbor Day program over the past 40 years, expanding from distributing a few seedlings to providing them to every 4th grader in the county. Celebrating its 40th year, the program has given out nearly 90,000 seedlings of 75 different tree species. The Coeur d'Alene Press is running a special feature on people who planted trees years ago. The Arbor Day of North Idaho, a nonprofit organization, funds the seedlings through donations. This year, seedlings include River birch, Austrian pine, European mountain ash, and Flowering crab apple. Volunteers are invited to help bag 2,500 seedlings at the Coeur d'Alene Idaho Department of Lands fire warehouse on Tuesday morning, with coffee and donuts provided.

INTERNATIONAL DARK SKY WEEK: Councilmember English read the Proclamation declaring April 21-28, 2025 as International Dark Sky Week. Dr. James Fillmore accepted the

Proclamation. In his presentation, he explained the issue of light pollution, emphasizing its impact on the night sky, wildlife, and human health. He noted that light pollution has increased by 10% annually over the past decade, affecting areas like Coeur d'Alene and Post Falls. Excessive lighting disrupts bird migration, insect behavior, and can cause health issues such as sleep disorders and obesity. He advocated better lighting ordinances, similar to those in other Idaho cities, to reduce glare and energy waste. He invited the public to learn more at an Earth Day event at the library on Saturday.

IDAHO GIVES WEEK: Councilmember Evans read the Proclamation declaring April 28 – May 1, 2025 as Idaho Gives Week. Dr. Sarah Lynch, the Coeur d'Alene Region Liaison for Idaho Gives accepted the Proclamation. She discussed the upcoming statewide online giving campaign from April 28th to May 1st. This event supports nonprofits that strengthen the Idaho communities. Despite raising \$4.3 million in 2024, donations are currently down due to a federal grant funding freeze. Dr. Lynch encouraged visiting the IdahoGives.org website to support local nonprofits and invited everyone to a Community Information Fair at Companions Animal Center on April 28th. The event will feature food, music, and opportunities to learn about and support 22 participating nonprofits.

LAKE CITY CENTER UPDATE: Lake City Center Executive Director Nancy Philipps, explained its history and mission. Originally a Senior Center since 1973, it became a Community Center in 2013, expanding services to address food insecurity and social isolation among seniors in Coeur d'Alene, Post Falls, Hayden, Hausser, Huetter, and Dalton Gardens. The center provides home-delivered meals and hosts congregate meals for social interaction. In 2024, they delivered over 43,000 meals and served 3,000 meals at the center, supported by 4,600 volunteer hours. Ms. Phillips highlighted the importance of their programs and recent celebrations, including a World War II veteran's 101st birthday. On May 3rd, the center will host their annual fundraiser for the home-delivered meals program.

DOWNTOWN CORE/ INFILL WORKING GROUP UPDATE: Planning Director Hilary Patterson updated the Council on the Working Group's progress in revisiting the Downtown Core and Downtown Infill Development Standards and Design Guidelines in response to community feedback. The review covers the downtown core and overlay areas, highlighting the contrast between new towers and historic structures. The Council's directives include historic preservation, assessing development impacts, and exploring alternatives for building heights and floor area ratios. The Group, comprising representatives from Planning and Zoning Commission, Design Review Commission, Historic Preservation Commission, the Downtown Association, design professionals, Councilmember Gookin, and city staff, has held 15 meetings, reviewed documents, and conducted traffic scoping. They aim to simplify zoning districts and incorporate public safety and historic preservation. Initial recommendations include limiting tower heights on Sherman, Lakeside, and Front Avenues, capping towers at 110 feet on Coeur d'Alene Avenue, focusing on pedestrian-oriented streets, preserving historic structures, and encouraging retail-supportive designs for new commercial or mixed-use buildings. The Group plans to modify floor area ratio (FAR) bonuses, involve residential advocates to stakeholder discussions, collaborate with the University of Idaho for further modeling, and public input to efficiently update the city's code and design guidelines.

Mayor McEvers requested clarification on the role of the Design Review Commission, the concept of residential advocates, and the integration of various elements in the planning process. Ms. Patterson explained that representatives from the Design Review Commission are part of the Working Group, providing input in updating the code language and design guidelines. Residential advocates will provide perspectives from downtown residents. Ms. Patterson noted that while design guidelines might be easier to fast-track since this is the imagery, zoning details are more complex and interconnected. She also addressed view corridors and confirmed that costs for University of Idaho's assistance would fit within the professional services budget allocated to the Planning Department. Councilmember Evans expressed gratitude to Ms. Patterson, the Working Group and Councilmember Gookin for their extensive efforts. Councilmember Gookin emphasized the Group's commitment to preserving downtown character amidst development. He noted that their discussions included building heights, pedestrian-friendly designs, and enhancing downtown appeal. The Group aims to balance development with maintaining downtown charm. Ms. Patterson mentioned that there is a FAR bonus for workforce housing and potential incentives to encourage its use. Councilmember Gookin also noted the importance of public art and encouraged the public to give feedback, highlighting the collaborative nature of the process. Councilmember Wood emphasized the urgency of gathering public input sooner rather than later, acknowledging the extensive work already undertaken and suggesting that hosting meetings to collect feedback on specific aspects would be beneficial. Councilmember English expressed two main concerns: avoiding the construction of a large, block-like building that resembles a "Great Wall of Coeur d'Alene," and the contentious issue about the implications of the one-way street proposal. Councilmember Gookin explained that during their meeting, the Group discussed the proposal to make Sherman and Lakeside one-way streets; however, the idea was ultimately dismissed. Councilmember Miller stated that the intention for the next step should involve using modeling to visualize options for the community, allowing for informed public input. She emphasized the importance of involving all stakeholders, including property owners, and stressed the urgency of gathering public feedback to ensure development aligns with community desires.

PUBLIC COMMENTS:

Kelly Bell, Coeur d'Alene, expressed concerns about the 1119 C Street code violations, urging the Council to enforce the city's rules and regulations rather than yielding to demands that could undermine them. She emphasized the importance of protecting all citizens and maintaining trust in elected officials to uphold the codes. Additionally, she supported the idea of making changes to the code to better protect residential areas.

Vince Weibert, Coeur d'Alene, highlighted the long-term negative impacts of inappropriate rezoning and development. He emphasized the importance of making the right choices, even when challenging, and praised the Council for their proactive approach. He urged the Council and staff to enforce zoning regulations diligently to prevent future issues and preserve the community, the neighborhoods, and their way of life.

Suzanne Knutson, Coeur d'Alene, recounted the tragic incident involving Victor Perez, a young man with autism and cerebral palsy, who was shot by Pocatello police officers on April 5, 2025. She emphasized the urgent need for law enforcement training to appropriately respond to people with disabilities, advocating for de-escalation strategies and comprehensive education. She also

invited the community to participate in upcoming events to support individuals with disabilities and promote awareness such as the Autism Walk for Acceptance on April 19 at Kootenai County Fairgrounds and SNR's 40th Anniversary Party on May 13 at SNR located at 3700 N Government Way Suite J.

Will Cushman, Coeur d'Alene, expressed frustration with the development of high-rise buildings in downtown Coeur d'Alene, which has compromised the small-town feel and safety of the area. He criticized the city's approach to urban planning and called for a return to lower building heights to preserve the community's character and way of life.

ANNOUNCEMENTS:

Councilmember Gookin thanked those who showed up and for their patience regarding the C Street issue, which cannot be discussed due to a potential lawsuit. He mentioned ongoing efforts to prevent large, bulky buildings that disrupt neighborhood character, and highlighted historical height restrictions that were removed. He praised the Council's support and the Working Group's proactive approach, emphasizing that while change takes time, efforts are being made to preserve the community's character.

Councilmember Wood announced the Tubbs Hill Foundation's Spring cleanup event on Saturday, April 19, from 8:00 AM to 10:30 AM, encouraging volunteers to help maintain the area, which is heavily used and often littered. She highlighted the foundation's efforts to preserve the beauty of Tubbs Hill.

Councilmember Evans announced that the Arts Commission is seeking artists to participate in this year's ArtCurrents program, which allows artists to display their sculptures around downtown Coeur d'Alene and Riverstone for one year, with an option to renew for a second year. More information is available on the Arts Commission's website www.cdavid.org/arts.

Councilmember Miller followed up on Councilmember Gookin's comments, mentioning the workshops between the Planning and Zoning Commission and the Historic Preservation Commission. She mentioned about discussions on the impact of "barndominiums" in residential neighborhoods and the importance of sharing historical context with residents. She appreciated the efforts to gather feedback and work towards solutions.

Councilmember Gabriel thanked the C Street community for their continued engagement and congratulated Water Department Assistant Director Glenn Poelstra on his election to the Board of Idaho Rural Water Association. He mentioned the museum's upcoming grand opening. Lastly, he praised the hard work of Councilmember Gookin and Ms. Patterson on the project, expressing pride in the community's achievements and a willingness to assist further.

Mayor McEvers requested the appointment of Monica Donegan to the Pedestrian Bicycle Committee.

MOTION: Motion by Evans, seconded by Gabriel to appoint Monica Donegan to the Pedestrian Bicycle Committee.

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

CONSENT CALENDAR:

1. Approval of Council Minutes for the April 1, 2025 Council Meeting.
2. Setting of a Public Hearing for May 20, 2025 for ZC-3-25- a Zone Change request by Melrose Properties, LLC from R-12 to C-17L on three (3) parcels measuring 0.957 acres, located at: 417, 421, and 503 W. Emma Avenue
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of **Resolution No. 25-015** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH EMERGE CDA, INC., TO PROVIDE STUDENT SCHOLARSHIPS FOR ART CLASSES.

MOTION: Motion by Evans, seconded by Miller to approve the Consent Calendar as presented, including **Resolution No. 25-015**.

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

RESOLUTION NO. 25-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT FOR THE 2025 MILL AND INLAY PROJECT TO, INTERSTATE CONCRETE AND ASPHALT COMPANY, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THIRTY-FIVE THOUSAND, FOUR HUNDRED SIXTY-SEVEN and 30/100 Dollars (\$735,467.30)

STAFF REPORT: Streets & Engineering Director Todd Feusier highlighted that the asphalt surfaces on sections of 3rd Street, 4th Street, Harrison Avenue, and Kathleen Avenue have deteriorated over time and require maintenance. To address this, the Streets & Engineering Department has initiated a project to mill the existing surface and replace it with new asphalt, significantly extending the lifespan of these streets. The project includes a base bid for 4th Street, Kathleen Avenue, Harrison Avenue, and part of 3rd Street, with an additional alternate bid for further work on 3rd Street. After advertising the project for two weeks, three bids were received and opened on April 8th. Interstate Concrete and Asphalt submitted the lowest bid of \$735,467.30, which will be funded through the current overlay/chipseal budget. The project includes milling and inlaying several streets to extend their lifespan, with plans for future chip sealing to maximize road durability.

DISCUSSION: Councilmember English pointed out that the curve near Dave Smith naturally causes vehicles to speed up, asking if the physics of the curve contribute to this. Mr. Feusier responded that new asphalt can lead to increased speeds. They plan to add thermoplastic lane markings and chip seal to make the surface less smooth and help control speeds. Councilmember

Gabriel asked whether repairs would be done by city crews. Mr. Feusier explained that some repairs would be done in-house, while others might be contracted out. He discussed the balance of paving and chip sealing, noting the cost differences and the goal of extending road life. Mayor McEvers inquired about night work, and Mr. Feusier expressed a preference for daytime work due to residential areas. Councilmember Miller inquired about the savings on the project and whether there was an engineer's estimate before the RFP was issued. Mr. Feusier confirmed that the budget for the project was \$1.5 million and thanked the Council for an increase from a few years ago. He also mentioned plans to use some of the budget for ADA sidewalk repairs.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 25-016**, Accepting the bid of, and approving a contract with, Interstate Concrete and Asphalt Company for the 2025 Mill and Inlay Project, in the amount of \$735,467.30.

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

RESOLUTION NO. 25-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT FOR CONSTRUCTION OF THE POLICE STORAGE BUILDING TO, GINNO CONSTRUCTION CO., IN AN AMOUNT NOT TO EXCEED ONE MILLION NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,095,000.00).

STAFF REPORT: Building Maintenance Superintendent Adam Korytko noted that on the morning of June 9, 2024, the Police Department storage building was completely destroyed by fire, resulting in a total loss of the structure and its contents. After the investigation was completed, the remains of the building were demolished, and the site was graded. Based on the architect Longwell Trapp's review of bids, Ginno Construction of Idaho, Inc. was identified as the responsive low bidder with a bid of \$1,095,000. The project will be funded through insurance proceeds, with \$636,800 already received and additional funds to be received as claims are processed.

DISCUSSION: Councilmember Wood thanked Mr. Korytko for detailing the bids and expressed concern about potential change orders due to the significant price difference between Ginno Construction and other bidders. Mr. Korytko assured that they are confident in Ginno's bid. Councilmember Wood then inquired about the completion date, and Mr. Korytko confirmed that if approved, Ginno would start next Monday with an estimated completion by November. The new building will have the same footprint but will be conventionally framed instead of a pole building.

MOTION: Motion by Wood, seconded by Gookin to approve **Resolution No. 25-017**, Accepting the bid of, and approving a contract with, Ginno Construction of Idaho, Inc., for the Police Storage Building in the amount of \$1,095,000.00.

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

RESOLUTION NO. 25-018

RESOLUTION RE: REIMBURSEMENT OF COSTS

[Official Intent pursuant to Section 1.150-2, Code of Federal Regulations]

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING ITS OFFICIAL INTENT TO REIMBURSE CERTAIN REIMBURSABLE EXPENDITURES RELATING TO CERTAIN PROJECTS FROM TAX EXEMPT OBLIGATIONS AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Fire Chief Tom Greif requested the Council's approval to purchase a stock-type pumper engine and take possession of it within the next 60 to 90 days. He reminded the Council that in the previous G.O. Bond presentation, an early engine purchase was identified in the Bond financial plan. Chief Greif emphasized the urgency of this purchase, as the only backup fire engine is an 18-year-old Spartan type engine that has exceeded its useful life. Custom engines and ladders typically take 36 to 48 months to receive after placing an order, and the current backup engine is unlikely to last that long, making this early purchase essential. The pumper engine fits within the Bond financial plan, and a Resolution allows the City to reimburse itself if the Bond passes. Chief Greif explained that the only immediate option in the fire apparatus market is a pre-built stock-type pumper/engine. This opportunity has been vetted by the Fire Department's Apparatus Committee and the Lead City Mechanic. The total request is \$1,015,000, which includes \$985,000 for the apparatus and \$30,000 for additional needed equipment. If the G.O. Bond passes in May, the Resolution will allow the City to reimburse the general fund for this purchase.

DISCUSSION: Councilmember Gabriel asked if they are planning to transfer all the equipment from the Spartan to the new engine. Chief Greif stated that they have allocated \$30,000 in the final amount towards equipment and will use the equipment from two of the retired rigs that were not planned for this year and supplement it with additional necessary equipment. He added that this is included in the \$1,015,000 total mentioned in the staff report. Councilmember Wood asked about the payment plan and its impact on the fund balance. Finance Director Katie Ebner explained that while using the fund balance to underwrite the purchase isn't ideal, it could cover the cost if the Bond fails. However, this would expedite the reduction in the fund balance, necessitating a reassessment of the budget. Bonding is the preferred funding mechanism for large purchases, and they hope it will come through. In the worst-case scenario, the fund balance would cover the cost. Given the urgent need for this purchase, Ms. Ebner is okay with proceeding. Mr. Tymesen added that the public has received the information well and stressed the importance of public safety, especially with the current fire trucks running hard and lacking backups as the City approaches the busy season. Councilmember Gookin asked how does this new engine fits into the current fleet with Chief Greif explaining that they want to move away from the term "backup" because when they acquire a new engine, it becomes an integral part of the fleet. With their preventative maintenance plan, rigs will regularly be in the shop, so this new engine will be used frequently. He added that the 18-year-old backup engine will likely be parked and used only in emergency circumstances.

MOTION: Motion by Gabriel, seconded by Wood to approve **Resolution No. 25-018**; Declaring the City's intent to reimburse the expenditure of a KME K-180 Type 1 Pumper truck in the amount of \$1,015,000.00, from the tax-exempt obligations.

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

COUNCIL BILL NO. 25-1009

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF CERTAIN PARCELS OR PORTIONS THEREOF FROM R-3 TO C-17L, AND C-17L TO R-3, RESPECTIVELY, SAID PARCELS BEING DESCRIBED FULLY IN EXHIBIT "1" HERETO, AND SAID PARCELS BEING WITHIN THE AREA COMMONLY KNOWN AS "COEUR TERRE," WHICH IS LOCATED NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE, SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND WEST OF ATLAS ROAD; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Senior Planner Sean Holm noted that the applicant, Kootenai County Land Company LLC, have a two-part request involving three zone changes and amendments to the development agreement. The zone changes include R-17 to C-17, R-3 to C-17L, and C-17L to R-3. The amendments aim to provide flexibility in land use types and adjust sewer infrastructure timing. The Planning Commission reviewed and unanimously approved these changes with conditions. The property, historically farmland, was annexed by the city in 2023 and zoned for mixed residential and commercial use. The development agreement outlines requirements for infrastructure, utilities, public improvements, and amenities, including parks and trails. The applicant's team has worked extensively to ensure the project's feasibility and compliance with city standards. As part of the concurrency analysis, traffic studies will be required. The developers must create and donate a 5.4-acre park and a 12.3-acre community park. They must also dedicate and pave 212-foot-wide north-south trails and 210-foot-wide east-west trails adjacent to each development phase. Additionally, they need to convey two school sites to the school district and establish a police substation. The project includes affordable housing elements which requires that there's a reserve of 5% for ownership and 5% of residential units for affordable/ workforce housing and offer Habitat for Humanity of first right of refusal on one of the multifamily parcels in order to meet the 5% requirement. Financial obligations include the requirement to pay \$2,000,000 in split payments over 2 years that has been paid in full. All the other fees will be required at time of development, such as impact fees and other connection fees, and then some administrative and legal compliance. The applicant requested a short plat to carve out a piece of land for a future school after the property was annexed. This area includes a sliver piece wrapping around the school site, a remainder extending to Hutter Road, and a section sold to a religious assembly. Improved rights-of-way and the city's water tower are also part of the subject property. The proposal includes zone changes and must conform to the comprehensive plan, which outlines compatible zoning and transportation elements. The proposal includes zone changes and must conform to the Comprehensive Plan, which outlines compatible zoning and transportation elements. The staff report indicates that public facilities and utilities are adequate for the proposed use, subject to the

developer providing the required improvements per the development agreement. The property is mostly flat with some grade change at the south end. Traffic studies will be required for the C-17 zone. The neighborhood character includes a mix of newer and older neighborhoods, with nearby industrial parks and large parcels. The existing zoning includes R-1, R-3, R-8, and C-17, with various uses allowed by right in the C-17 zoning district. The area is currently used for agriculture, with future development plans for single-family homes and commercial uses.

Mr. Holm stated that the City Council will need to consider and approve the request for amendments to the development agreement, along with the recommended conditions from the Planning and Zoning Commission. They must make findings to approve, modify, or reject the requested amendments. The Planning Commission recommended banning administrative short plats, requiring all subdivisions to go through the long plat process, which would be reviewed by the Planning Commission. Additionally, the Council will need to address the zone change requests, including the largest one for 14 acres in the northwest corner and the two well sites.

DISCUSSION: Mayor McEvers requested clarification on the well site with Mr. Holm explaining that the well site is currently zoned C-17L is requested to be moved north. The northwest corner, currently zoned R-17, is requested to change to C-17. Councilmember Gookin asked for clarification on the actions before Council with Mr. Holm explaining there are two overarching actions, the first involves three parts for the zone change, and the second includes two parts for the development agreement. Councilmember Gookin asked if Council can make any modifications to the development agreement or limited to what's proposed. Mr. Adams replied that typically, the development agreement would go to the Planning Commission first, so any changes the Council wants to make should be referred back to the Planning Commission. Councilmember Gookin inquired why a religious assembly is zoned C-17, with Mr. Holm responding that religious assembly is also allowed in C-17L, which was requested when it came into the City before being sold to the church so it was already zoned C-17. Councilmember Wood stated that there was an area already identified as commercial, and it looks like with the new proposal doubles the commercial area at the top while maintaining commercial zoning below. She stated support on the transfer of the well site; however, she stressed her concern about the 14-acre zone change and its impact on emergency services due to unknown future developments. She also noted the dramatic changes to the development agreement, which looks like removing public hearings and making the process administrative. Mr. Holm explained that the master plan coincides with underlying zoning, and any subdivision would still require Council's approval. Councilmember Miller inquired about the development agreement, noting that it specifies affordable housing for those earning 80% to 130% of the area median income, which differs from previous discussions of 80% to 120%. She also asked about the required traffic study and subsequent steps. City Engineer Chris Bosley explained that traffic studies will be required for each phase of the subdivision or every two years. These studies will assess traffic impacts and recommend improvements but do not mandate specific actions like installing traffic signals. Mr. Bosley added that there will be requirements for frontage improvements on bordering streets, but these improvements will not extend far beyond the actual development. Councilmember Gabriel asked if a traffic study only provides information. Mr. Adams responded that the development agreement currently states that with a traffic concurrency analysis, concurrent improvements within each phase shall provide independent utility to address the trips generated, so they have to design based on the traffic concurrency analysis. Councilmember Gookin expressed concerns about the proposed

development and annexation agreements, specifically the language in the amendment that would eliminate the requirement for public hearings. He stated that removing public hearings contradicts the Comprehensive Plan's goal of keeping citizens informed and involved in community discussions. He emphasized that this change seems to benefit developers rather than the public and highlighted the importance of public input in the decision-making process. Mr. Holm explained that staff cannot determine whether use is not allowed in the zone is permissible. Exhibit E in the development agreement lists the allowed uses. The applicant requests that zoning rules determine uses, removing the need for public hearings for each change. Public hearings will still be required for subdivisions, and if the Planning Commission prohibits the short plat process, all subdivisions, even single lots, will come before the Planning Commission.

APPLICANT: Melissa Wells, President of Kootenai County Land Company, LLC, presented their request for a zone change and development agreement amendment. The company annexed 438 acres into Coeur d'Alene in March 2023, establishing zoning regulations and entering into a unique development agreement with additional requirements, including a cap of 2800 residential units. Concerns about traffic and sewer limitations led to a self-imposed cap, reducing the theoretical maximum by 44%. Ms. Wells emphasized that the cap is not an entitlement, and each subdivision request must include a concurrency analysis. She stressed the need for flexibility in relocating housing types within development zones without requiring repeated approvals from the Planning and Zoning Commission or City Council. Ms. Wells explained that the requested amendment does not bypass public processes or grant automatic approval but allows the submission of applications while meeting all requirements. It swaps out exhibit E to show allowed uses within each zone, ensuring clarity and adherence to zoning regulations. Additionally, the amendment addresses wastewater infrastructure improvements, allowing the city to adjust timing and scope as needed. Ms. Wells reassured that all commitments to transportation, parks, and pathways remain unchanged. She explained the intent behind the C-17 zoning request, aiming to retain planned commercial uses and enhance neighborhood amenities. The C-17 zone allows both commercial and residential development, contributing to economic growth, job creation, and improved quality of life. The project includes 50 acres of commercial land and 390 acres for residential use, with a self-imposed cap of 2800 residential units. All applications must comply with the city's concurrency review process, ensuring infrastructure capacity. Any non-residential development within the new C-17 zone will reduce the residential unit cap proportionally, maintaining transparency and consistency with the original agreement. Ms. Wells briefly reviewed the compatibility of the C-17 and C-17L zoning requests with the comprehensive plan, confirming their alignment. The application process began with planning and zoning, which unanimously recommended approval with the condition to restrict short plats. Ms. Wells requested Council's approval for the development agreement amendment to submit applications for any permitted product type within the designated zone and to allow flexibility for the wastewater department's infrastructure needs. Additionally, she sought approval for zone changes, including replacing 14 acres of R-17 with C-17 land for mixed-use and commercial buildings, and relocating the city's well site due to its original unsuitability.

DISCUSSION: Mayor McEvers inquired if the church's use of sewer capacity reduce the 2800 residential unit cap. Ms. Wells explained that the 2800 residential unit cap is subject to concurrency analysis for each use, including commercial developments like a church. If commercial use consumes significant sewer capacity, it indirectly reduces the number of residential units that can be approved within the cap. Ms. Wells added that the amendment does not bypass public hearings

or processes, ensuring all applications undergo thorough city review. Councilmember Gookin pointed out that the amendment allows for specific land use changes within the same zone without requiring a public hearing, which is detailed in the staff report. Ms. Connie Krueger, the applicant, clarified the goal behind the language in the development agreement, which caused some confusion, was to transition from a concept drawing to a zoning map with a list of allowed uses. This approach would accommodate new residential product types that may emerge over time, allowing city staff to approve these based on current zoning standards without needing repeated public hearings. The aim was to facilitate timely and predictable development, keeping pace with market changes and benefiting the community by making it easier to introduce new land uses and product types. Councilmember Gookin expressed the need for accountability, oversight, and transparency in the development process, especially for large projects. He also highlighted the lack of comparative language between the old and new agreements, making it difficult to understand what changes were made. He insisted on maintaining public hearings to ensure continued involvement and accountability.

Councilmember Evans asked Mr. Adams to clarify how the development agreement impacts public hearings, given that the narrative suggests it eliminates the requirement. Mr. Adams stated that the current development agreement's paragraph 6.6 requires future subdivision and PUD applications to generally adhere to the transportation network, product and place types, trails, multi-use paths, and public parks as shown in the conceptual design, subject to the zoning code in effect at the time of development. The proposed amendment expands this paragraph with additional language. Basically, under the existing development agreement, a public hearing is required for use not in the conceptual design, but the amended agreement allows any permitted use in the zone without a public hearing.

Councilmember Wood emphasized the significant impact of the development agreement on Coeur d'Alene, both now and in the future. She insisted on maintaining the city's control over the process and stated that she was not comfortable with the proposal to add 14 acres of commercial zoning due to existing traffic issues on Hanley Avenue. She also opposed amending the development agreement to eliminate public hearings, stressing the importance of public accountability and oversight. Despite acknowledging the developers' generosity with parkland and trails, she could not support the commercial zoning request or the amendment to the development agreement.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the hearing with the clerk swearing-in those that gave testimony.

Brian Roger, Post Falls, expressed frustration with the development agreement process, highlighting concerns about unchecked zoning authority and the impact on property values and traffic. He criticized the proposal to add 14 acres of commercial zoning, emphasizing the lack of height limits and the potential for significant changes without adequate review. He stressed the importance of maintaining boundaries and adhering to the original plan, advocating for keeping the zoning as R-17 and ensuring thorough review and public involvement in the process. He acknowledged the ongoing nature of the project and the need for continued oversight and accountability.

Brett Haney, Post Falls, expressed his apprehensions about the development project, particularly the commercial aspect involving 10 acres of C-17 zoning. He noted that the property was sold for a potential temple, which was kept quiet from the public for nearly a year. Mr. Haney questioned the transparency of the process and raised concerns about the possibility of the land being used for undesirable projects, such as a big box store or gas station. He emphasized the impact on traffic and the need for a rock-solid agreement to ensure the property is used appropriately.

Ron McGhie, Post Falls, voiced strong opposition to the use of additional C-17 zoning, citing its many permitted uses and unlimited height, which he believes are incompatible with a residential rural subdivision. He emphasized the importance of zoning ordinances in protecting public interest and property rights. He urged the Council to defer the proposal to change R-17 to C-17 and to work with the applicant to find a more suitable zoning option. He insisted that C-17 is not appropriate for this project.

Nate Dyk, Coeur d'Alene, stated his concern that removing housing designations could lead to uniform apartment development in R-17 zones, limiting future homeownership opportunities. He supports flexibility in housing arrangements but believes removing designations entirely would not benefit the public. He also raised concerns about traffic impacts. He urged the Council to maintain housing designations in the agreement to ensure a variety of housing options.

Tom Berube, _____, expressed concerns about the request to amend the agreement, fearing increased traffic and questioning the necessity of a police substation and two schools within the development. He highlighted the potential impact of 16,000 car trips a day on local infrastructure, particularly Atlas Road, and questioned who would bear the costs of necessary expansions. He urged the Council to consider the implications of unchecked growth and called on residents to be mindful of upcoming Council elections, emphasizing the importance of maintaining Coeur d'Alene's character.

Suzanne Knutson, Coeur d'Alene, expressed concerns about the Coeur Terre project, noting that changes are already occurring that negatively impact existing neighborhoods. She questioned why the Planning and Zoning Commission did not share the same concerns as the Council, suggesting potential conflicts of interest. She emphasized the need for oversight and opposed the removal of public hearings, fearing it would reduce accountability. She highlighted the potential height of the temple and the impact on neighborhood character. She urged the Council to deny the zone change and amendment, stressing the importance of addressing community concerns and maintaining oversight.

Marc Jacobi, Post Falls, expressed his concerns about the proposed zoning change and development agreement amendment. While he acknowledged the positive aspects of the development, such as trails and parks, he is worried about the increased density and traffic buildup. He opposed the zoning change, fearing it could lead to the construction of a hotel or Walmart near his property, which he believes would not be conducive to the neighborhood.

REBUTTAL: Ms. Wells thanked everyone for their comments and reiterated the purpose of the development agreement amendment. She emphasized that the development agreement was intended to allow flexibility within the zones, enabling the movement of housing types without

requiring exact adherence to the conceptual design. The amendment does not seek to increase density or change permitted uses but aims to facilitate the submission of applications for projects that align with the concept.

With no other comments received, Mayor McEvers closed the public testimony portion of the hearing.

DISCUSSION: Councilmember Gookin inquired if the developer could still come back to make specific modifications to the existing development agreement if it remains unchanged. Mr. Holm replied in the affirmative stating that the door is always open. He clarified that while staff is flexible with general street alignment and unit sizes, substantial changes require some clarifications. Councilmember Gookin pointed out the flexibility of the current development agreement, noting that the developer can propose modifications in larger segments as the project evolves. He questioned Wastewater Director Mike Anderson about the sewer plan, which is based on the 2013 collection system master plan. Mr. Anderson explained that the plan assumed more flow than currently observed, necessitating flexibility in upgrading infrastructure. He emphasized that modifying the wastewater portion of the development agreement would benefit the City, allowing for necessary adjustments based on actual flow and infrastructure needs.

Councilmember Gabriel expressed support on the importance of city oversight. He acknowledged the sale of C-17 zoned land and the developer's right to do so but stressed that the Council is not taking anything away. He envisioned small commercial developments like those at Atlas and Prairie, rather than large projects like Walmart. He emphasized the need for clarity on the Council's responsibilities, expressing a desire to listen to community concerns and act on them.

Councilmember Miller sought clarification on several points, including height restrictions for C-17 zoning and the process for building a church in different zones. Mr. Holm explained that it is based on floor area ratio, if the building is 51% or more residential, the maximum height is 45 feet; if it's 51% or more commercial, there is no maximum height. So far, most buildings have been residential, capping the height at 45 feet. He added that there are certain residential zones at the higher level that require special use permits for religious assembly, C-17 and C-17L are allowed for religious assembly. Mr. Adams stated that the R-17 zone can have religious assembly with a special use permit.

Councilmember Miller discussed the need for flexibility in urban planning and zoning regulations and emphasized that while conceptual plans are useful, they shouldn't rigidly dictate development for decades. It should allow developers to adapt to market demands and new housing types, such as twin homes, multi-generational housing, and cottage homes. Mr. Holm explained that while there is flexibility in allowing changes to transportation networks, there are limits. When proposed changes are substantially different from the original conceptual plan, staff must raise concerns and have discussions with the applicant. In such cases, the applicant may need to abandon the conceptual plan to accommodate the new, significantly different proposals. This ensures that major deviations are properly reviewed and addressed. Councilmember Miller stated that these are two separate issues: the zone changes and amendment to the development agreement noting the residents' concern about potential commercial developments like Walmart. She mentioned the benefits of the neighborhood store concept in reducing traffic caused by urban sprawl. She stated

that allowing commercial zoning could be beneficial for neighborhoods by providing necessary services locally. Mr. Adams stated that the applicant can request a rezoning to C-17 with specific limitations, allowing conditions to be set rather than opening it up entirely. Planning and Zoning Commission would make a recommendation, but the Council ultimately decides on zone changes. However, Council does not always decide on subdivisions unless there is an appeal.

Councilmember English noted the convenience of a corner in Coeur d'Alene for accessing local amenities and suggests that a proposed 14-acre development might be too large, proposing a smaller size to better serve the community.

Councilmember Evans asked Mr. Holm to clarify if the applicant can return to the Planning and Zoning Commission to apply conditions to the C-17 if the proposal is denied tonight. Mr. Adams stated that it is a possibility, or Council could theoretically agree to the zone change to C-17 and limit the uses tonight with the consent of the applicant. He added that the applicant has indicated that they are willing to accept restrictions on the uses of C-17. Councilmember Gabriel stated discomfort with imposing restrictions on the C-17 zone change tonight, citing uncertainty about what specific restrictions would be appropriate. Mr. Holm stated that Council has the ability to direct staff to discuss with the applicant the restrictions for C-17.

Councilmember Wood pointed out the extensive discussions about the commercial zone allowed in the original agreement, noting that a significant portion was designated for C-17 and then subsequently sold. She expressed concern about allowing more commercial zoning, considering the existing traffic issues and the long-term implications. She added the importance of adhering to the established process, even if it requires more effort from all parties involved. She assured commitment to maintaining an open mind throughout the process, as promised during the initial annexation agreement. Councilmember Gookin stated his preference that any future proposals go through the planning and zoning process, including another hearing, rather than making decisions hastily tonight.

MOTION: Motion by Gookin, seconded by Wood, to approve a zone change from R-3 to C-17L and C-17L to R-3, and to deny a zone change from R-17 to C-17 on property North of I-90 and Woodside Ave., South of West Hanley Ave., East of Hutter Rd., and West of Atlas Rd., commonly known as "Coeur Terre," based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentations, and the testimony of the applicant.

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

MOTION: Motion by Gookin, seconded by Gabriel, to dispense with the rule and read **Council Bill No. 25-1009** once by title only with modifications.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill 25-1009**.

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

RESOLUTION NO. 25-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 1 TO THE ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE, IDAHO, AND THE KOOTENAI COUNTY LAND COMPANY, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, AND LREV 39 LLC.

MOTION: Motion by Gookin, seconded by Wood to approve **Resolution No. 25-019**; Approving Amendment No. 1 to the Annexation and Development Agreement on property North of I-90 and Woodside Ave., South of West Hanley Ave., East of Hutter Rd., and West of Atlas Rd., commonly known as "Coeur Terre" specifically regarding the wastewater treatment plant request.

DISCUSSION: Councilmember Gookin stated that this would only satisfy what the Wastewater Department needs to move forward on the project but beyond that, there will be no modifications on the development agreement.

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

EXECUTIVE SESSION: Motion by Evans, seconded by Gabriel to enter into Executive Session pursuant to Idaho Code § 74-206 (1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The Council entered into Executive Session at 10:08 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, Planning Director, and Building Director.

Council exited Executive Session at 10:48 p.m.

RECESS: Motion by Gookin, seconded by Wood to recess to April 21, 2025, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue, for appeal hearings for the revocation of Massage Facility License #63411 held by Anqin Du, Foot Massage located at 1034 N. 3rd Street, Ste. A., and revocation of Massage Facility License #64750 held by Hui Hsung, H&P Magic Hands LLC., d/b/a Red Sea Massage located at 411 W. Haycraft Avenue, Ste. B2.
All in favor. Motion carried.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

DRAFT

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

ZC-2-25

INTRODUCTION

This matter came before the City Council on April 15, 2025, to consider ZC-2-25, a request for zone changes for three parcels: from R-17 to C-17, R-3 to C-17L, and C-17L to R-3.

APPLICANT: Kootenai County Land Company, LLC, represented by Melissa Wells

LOCATION: Property North of Interstate 90 and Woodside Avenue, South of West Hanley Avenue, East of Huetter Road, and West of Atlas Road, commonly known as "Coeur Terre."

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A15, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 29, 2025.

A2. Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on April 7, 2025.

A3. Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on March 28, 2025.

A4. Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.

A5. Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).

A6. The subject property is vacant and is relatively flat.

A7. The subject sites are currently zoned R-17, C-17L, and R-3.

A8. This area of Coeur d'Alene has a mix of development and uses. It is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the north, and farmland/larger tract single family homes to the west. Two large parcel homes on the east side of Huetter Rd. remain in Kootenai County, bordered on three sides of city limits and remain in Coeur d'Alene's Area of City Impact (ACI).

A9. The Comprehensive Plan Future Land Use Map designations are Urban & Compact Neighborhood place types. The Comprehensive Plan states that the compatible zoning districts are listed as R-17 and R-34SUP; NC, CC, C17 and C17L (urban place type), and R-12, R-17, MH-8, NC, and CC (compact place type).

A10. According to the Comprehensive Plan:

- Urban Neighborhood place types are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.
- Compact Neighborhood place types are described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

A11. The City Council has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

Education & Learning

Goal EL 4: Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

Objective EL4.1: Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

A12. City departments have indicated that any additional main extensions, streets, and services will be the responsibility of the developer at its expense subject to the development agreement.

A13. The subject properties are 14.095 acres (R-17 to C-17), 0.824 acres (R-3 to C-17L) and 0.517 acres (C-17L to R-3) in size, and are currently vacant. The properties are also relatively flat. The 14-acre request is located at the southeast corner of Hanley Ave. and Huetter Rd., while the other two sites are adjacent to an established single-family neighborhood and the industrial park.

A14. The City Engineer has indicated that the proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the zone change will result in some increase in traffic. The zone changes for the City Well sites will have no impact to traffic.

A15. The Planning and Zoning Commission held a public hearing on March 11, 2025 on the requested zone changes and recommended approval to the City Council.

A16. The zone changes for the well site parcels is necessary and reasonable. The zone change for the R-17 parcel to C-17 constitutes an increase in density for the Coeur Terre property overall and an intensification of use.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. This proposed zone changes for the 0.824 acre (R-3 to C-17L) and 0.517 acre (C-17L to R-3) parcels are in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities are available and adequate for the proposed uses for the 0.824 acre (R-3 to C-17L) and 0.517 acre (C-17L to R-3) parcels.
- B3. The physical characteristics of the 0.824 acre (R-3 to C-17L) and 0.517 acre (C-17L to R-3) parcels make them suitable for the request.
- B4. The proposed zone changes for the 0.824 acre (R-3 to C-17L) and 0.517 acre (C-17L to R-3) parcels would not adversely affect the surrounding neighborhood character, and with regard to traffic, neighborhood character, and existing land uses.
- B5. This proposed zone change for the 14.095 acre (R-17 to C-17) parcel is not in conformance with the Comprehensive Plan policies.
- B6. Public facilities and utilities are available and adequate for the proposed uses for the 14.095 acre (R-17 to C-17) parcel.
- B7. The physical characteristics of the 14.095 acre (R-17 to C-17) parcel make it suitable for the request.
- B8. The proposed zone change for the 14.095 acre (R-17 to C-17) parcel would adversely affect the surrounding neighborhood character, and with regard to traffic, neighborhood character, and existing land uses.

C. DECISION

- 1. The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change for the 14.095 acre (R-17 to C-17) parcel does not comply with the required evaluation criteria and, therefore, denies the requested zone change for the 14.095 acre (R-17 to C-17) parcel.
- 2. The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone changes for the 0.824 acre (R-3 to C-17L) and 0.517 acre (C-17L to R-3) parcels does comply with the required evaluation criteria and, therefore, approves the requested zone change for the 14.095 acre (R-17 to C-17) parcel and adopts Council Bill 25-1009, the Ordinance concerning the zone changes for the referenced parcels.

Motion by Council Member Gookin, seconded by Wood, to adopt the foregoing Findings and Order and approve, in part, and deny, in part, the request.

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted	Yes
COUNCIL MEMBER MILLER	Voted	Yes
COUNCIL MEMBER GOOKIN	Voted	Yes
COUNCIL MEMBER EVANS	Voted	Yes
COUNCIL MEMBER GABRIEL	Voted	Yes
COUNCIL MEMBER WOOD	Voted	Yes
MAYOR MCEVERS did not vote.		

Motion to approve in part and deny in part the requested zone changes carried by a 6 to 0 vote.

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

Amendment to Coeur Terre Annexation and Development Agreement

INTRODUCTION

This matter came before the City Council on April 15, 2025, to consider amendments to the Coeur Terre Annexation and Development Agreement for place type flexibility and to adjust sewer infrastructure timing.

APPLICANT: Kootenai County Land Company, LLC, represented by Melissa Wells

LOCATION: Property North of Interstate 90 and Woodside Avenue, South of West Hanley Avenue, East of Huetter Road, and West of Atlas Road, commonly known as "Coeur Terre."

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A12, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. All public hearing notice requirements have been met.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 29, 2025.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on April 7, 2025.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on March 28, 2025.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).

A2. In 2023, following two public hearings and a recommendation from the Planning and Zoning Commission, the City Council annexed approximately 438.71 acres of land adjacent to the City limits known as “Coeur Terre” with a mix of R-8, R-17, C-17L, and C-17 zoning districts, and approved the Annexation and Development Agreement (hereinafter referred to as the “Development Agreement”) for the Coeur Terre project (File No. A-4-22).

A3. The Development Agreement between the City of Coeur d'Alene and Kootenai County Land Company, LLC, along with its affiliated entities, outlines the terms and conditions for the annexation and phased development which is expected to take place over the next 20 to 30 years.

A4. The Development Agreement includes a property description, public improvements and dedications, utilities, financial obligations, an Affordable Housing provision, School Sites and Police Substation, and a concurrency analysis requirement for each phase of development.

A5. The following actions have occurred since the approval of the annexation:

- A previously identified City well site was found to be unviable, necessitating relocation. (*a subject of this hearing*)
- Kootenai County Land Company, LLC, applied for a four-lot short plat, “Full Circle Tracts,” located at the north end of the project. This short plat created four parcels: one for the City’s water tower, another for a future school site, a commercially zoned parcel that has since been sold to a religious entity for civic use (resulting in the loss of land for commercial use), and finally a remainder parcel, part of which will be used for a future north/south trail, utility extensions, and a 14.095-acre portion subject to the current C-17 zone change request.

A6. The applicant seeks to amend the Development Agreement to address the following items:

- Land Use Determination: Paragraph 6.6 of the Agreement to allow administrative approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan, providing for flexibility in the product type and allowed uses in Coeur Terre.
- Sewer Infrastructure Timing: Paragraphs 3.2.1.6 and 3.2.1.7 of the Agreement to align required wastewater improvements with actual demand as determined by the City’s Wastewater Department rather than adhering to a fixed schedule.

A7. Pursuant to M.C. § 17.50.050(A), a development agreement may be amended only in a writing signed by the original parties or their successors-in-interest. An amendment requested by the Community Planning Director as provided in subsection B shall first be presented to the Planning and Zoning Commission which, following notice and a public hearing as required by § 67-6509, Idaho Code, shall make a recommendation to the City Council to approve, approve with modifications, or reject the amendment. An amendment shall not be effective until approved by the City Council following notice and a public hearing as required by § 67-6509, Idaho Code.

A8. Pursuant to M.C. § 17.50.050(D), the applicant has submitted a request in writing stating the nature of the modification and the reason(s) the amendments are necessary and reasonable, how the amendments are in the public interest, and provided plans showing approved and requested changes.

A9. The developer and/or owner has proposed a substantial change to the land uses, development standards, and/or approved site plan associated with the project (M.C. § 17.50.050(B)(1)).

A10. The circumstances have not substantially changed so that the amendments to Paragraph 6.6 of the Annexation and Development Agreement are needed to further the goals and purposes of the City and, further, amendments Paragraph 6.6 of the Annexation and Development Agreement are not in the public interest (M.C. § 17.50.050(B)(6)).

A11. The circumstances have substantially changed so that the amendments to Paragraphs 3.2.1.6 and 3.2.1.7 of the Annexation and Development Agreement are needed to further the goals and purposes of the City and, further, the amendments to Paragraphs 3.2.1.6 and 3.2.1.7 of the Annexation and Development Agreement are in the public interest (M.C. § 17.50.050(B)(6)).

A12. City staff has reviewed the requested amendments to the Development Agreement concerning land use, place type, and the timing of sewer infrastructure. As outlined in M.C. § 17.50.050(A) and § 67-6509, Idaho Code, any amendment requires City Council approval after notice and a public hearing.

A13. The Planning and Zoning Commission held a public hearing on March 11, 2025, that satisfied the requirement to first present the amendments to the Commission and accept public testimony. The Commission is tasked with hearing public comments and making a recommendation to the City Council which will vote to approve or deny the amendments or request further modifications to the Development Agreement.

A14. The Planning and Zoning Commission found that the requested amendments related to land use, place type and timing of sewer infrastructure are reasonable and necessary.

A15. The Commission found that based on the nature and location of the Property, the impact of development on adjacent neighborhoods, the City's need to manage growth in this area, and the limited notification and lack of in-person public testimony before a hearing body in the short plat process (under Municipal Code Chapter 16.30 which only requires notice to property owners within 100 feet and written comment), the Short Subdivision process of Municipal Code Chapter 16.30 is inappropriate for Coeur Terre. Consequently, they recommended amending the Development Agreement to prohibit short plats

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1.** The applicant has proposed a substantial change to the approved land uses, development standards and/or approved site plan associated with the project.
- B2.** Circumstances have not substantially changed so that the amendments to Paragraph 6.6 of the Annexation and Development Agreement are needed to further the goals and purposes of the City.
- B3.** Circumstances have not substantially changed so that the amendments to Paragraph 6.6 of the Annexation and Development Agreement are in the public interest.
- B4.** The proposed amendments to Paragraph 6.6 of the Annexation and Development Agreement are not in conformance with the Development Agreement Ordinance and requirements for an amendment.

- B5.** Circumstances have substantially changed so that the amendments to Paragraphs 3.2.1.6 and 3.2.1.7 of the Annexation and Development Agreement are needed to further the goals and purposes of the City.
- B6.** Circumstances have substantially changed so that the amendments to Paragraphs 3.2.1.6 and 3.2.1.7 of the Annexation and Development Agreement are in the public interest.
- B7.** The proposed amendments to Paragraphs 3.2.1.6 and 3.2.1.7 of the Annexation and Development Agreement are in conformance with the Development Agreement Ordinance and requirements for an amendment.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested amendments to the Development Agreement do comply, in part, and do not comply, in part, with the required evaluation criteria, and, therefore, rejects the proposed amendments to Paragraph 6.6 of the Annexation and Development Agreement, and approves the proposed amendments to Paragraphs 3.2.1.6 and 3.2.1.7 of the Annexation and Development Agreement.

Motion by Gookin, seconded by Wood, to adopt the foregoing Findings and Order and approve, in part, and deny, in part, the request.

ROLL CALL:

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

MAYOR MCEVERS did not vote

Motion to approve, in part, and deny, in part, carried by a 6 to 0 vote.

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

April 21, 2025

The Mayor and Council of the City of Coeur d' Alene met in a continued session of said Council at the Coeur d' Alene Library Community Room on April 21, 2025, at 12:00 p.m., there being present upon roll call a quorum:

Woody McEvers, Mayor

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

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

Council conducted the hearing for the appeal for Anqin Du, Foot Massage located at 1034 N. 3rd Street. A. Revocation of Massage Facility License #63411.

Details of the hearings can be located in the attached Legal Decision.

MOTION: Motion by Wood, seconded by Gookin to affirm the Revocation of Foot Massage; Massage Facility License #63411 held by Anqin Du, Foot Massage.

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

DISCUSSION: Councilmember Gookin asked about the measures being taken to prevent illegal activities in massage facilities. City Attorney Randy Adams responded that the Police Department is currently reviewing a draft amendment to the Municipal Code concerning these facilities. This draft will be shared with stakeholders for feedback before being presented to the Council for approval.

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

The meeting adjourned at 1:07 p.m.

ATTEST:

Woody McEvers, Mayor

Jo Anne Mateski
Executive Assistant

**BEFORE THE CITY COUNCIL
OF THE CITY OF COEUR D'ALENE, IDAHO
APPEAL OF ANQIN DU
FROM REVOCATION OF MASSAGE FACILITY LICENSE**

A. Introduction

On the 21st day of April, 2025, the City Council of the City of Coeur d'Alene, Idaho, heard the appeal of Anqin Du from the revocation of massage facility license #63411 (Renewal license #63726) by the City. Bob Hamilton presented on behalf of the appellant. Randall Adams, City Attorney, presented on behalf of the City. In addition, both parties presented documentary evidence. No party objected to any of the evidence presented and all evidence was accepted by Council. Following the presentations, Council asked questions of both parties. At the conclusion of the hearing, Council deliberated. Councilmember Wood made a motion to affirm the revocation of the massage facility license. The motion was seconded by Councilmember Gookin. Councilmembers Wood, Gookin, Evans, and Gabriel voted in favor of the motion. Councilmembers English and Miller voted against the motion. The motion carried. Council's decision was based on the following findings of fact and conclusions of law.

A City massage facility license is required for any person operating, conducting, carrying on, or maintaining a massage facility or engaging in the business of massage therapy in the City. M.C. § 5.28.020. A violation of any provision of the City's Massage Facility and Spa Code may result in the revocation of a City massage facility license. M.C. § 5.28.100(B)(2). In addition, a license may be revoked if the owner, operator, or any employee of the facility has been guilty of "any misconduct or improper, fraudulent, or wrongful behavior relating to the giving of massages or baths or to the management of massage facilities or spas or to the fitness of such person to engage in such business, or of any act or default which is discreditable to such business or which is lewd or dissolute." M.C. § 5.28.100(B)(2) and 5.28.100(C). The City may also revoke a massage facility license if it "is necessary to protect the public safety, morals or welfare or the operation of such business would be detrimental thereto or in violation of any federal, state or local law." M.C. § 5.28.100(D).

Municipal Code § 5.28.120 provides:

Any applicant who has duly made application for a license under the provisions of this chapter and has been denied such license, or any person holding a license which is revoked or suspended under the provisions of this chapter, may file a petition with the city clerk demanding a hearing before the city council for the purpose of contesting such denial, revocation or suspension, provided that such petition must be filed within ten (10) days following receipt of notification of such denial, revocation or suspension. * * * **All credible evidence bearing on the questions of whether such denial, suspension or revocation is proper under the provisions of this chapter may be received at that hearing.** If the city council shall determine upon such hearing that such denial, suspension or revocation is not proper under the provisions of this chapter, they shall so notify the city clerk, who shall cause the license to be issued or reinstated forthwith. If the city council determines upon

such hearing that such license should be denied, suspended or revoked under the provisions of this chapter, they shall issue such order in writing. An appeal from such order may be made in the district court of Kootenai County in the manner provided under title 63, chapter 52 of the laws of the state of Idaho. [Emphasis added.]

The appellant timely appealed the revocation of her license. The burden is on the appellant to persuade Council by a preponderance of the evidence that the decision to revoke her license was in error.

B. Findings of Fact

Council finds that the following facts have been established on a more probable than not basis.

1. Anqin Du was issued massage facility license #63411 for a business called “Foot Massage” on July 15, 2024. The license was valid through December 31, 2024. The facility was located at 1034 N. 3rd Street, Coeur d’Alene, Idaho. City Exhibit 2.
2. On November 4, 2024, Ms. Du applied for a renewal of her massage facility license. The renewal, #63726, was granted. The renewed license was valid through December 31, 2025. City Exhibit 3.
3. On February 18, 2025, a Notice of Revocation of Massage Facility license was delivered to Ms. Du. City Exhibit 5.
4. The Notice of Revocation stated: “the Avista Utility account for this business is under the name of Yan Liu, who had a City Massage Facility License that was revoked on February 25, 2022, and is not eligible to be involved in the management of the facility. Additionally, Little Lock International Enterprise LLC lists Yan Liu as Manager with a principal address of 1034 3rd Street, Unit A, Coeur d’Alene address. Evidence of her association with or involvement in the operation of the facility as outlined in the City Code is a basis for revocation under 5.28.100. Moreover, Municipal Code section 5.28.030(D) requires the names of all persons who will act as proprietor, manager, or person in charge of such business or proposed business and you failed to list Yan Liu’s name on your application. Rather, you specifically stated that she would not be involved in the business and provided documentation that the business was owned by you as a sole proprietor. This is an additional basis for revocation under 5.28.100.” City Exhibit 5.
5. The Coeur d’Alene Police Department, together with other agencies, conducted an investigation into illegal activity at several massage facilities in Coeur d’Alene and Post Falls. Part of that investigation, detailed in Coeur d’Alene Police Department Report for Incident 24C32969, linked Yan Liu and her brother, Wei Liu, to massage facilities at 408 E. Montana Avenue and 4055 N. Government Way, Coeur d’Alene, Idaho, and 2600 E. Seltice Way, Post Falls, Idaho. City Exhibit 1.

6. Several individuals who visited the listed massage facilities admitted to Police that they paid for sexual services at each of the facilities, in violation of State law. Police determined that, based on all of the circumstances, Yan Liu and Wei Liu had to be aware that prostitution was occurring at each of these institutions and that they were profiting therefrom. City Exhibit 1.
7. Police determined, through tracking Wei Liu's personal vehicle authorized by a warrant issued by a magistrate judge, that Wei Liu was utilizing a house at 3964 S. Clinton Road, Spokane Valley, Washington, as his residence or base of operations. Daily trips started at that residence and involved visits to each of the listed facilities, and to financial institutions. City Exhibit 1.
8. Spokane County records demonstrate that Wei Liu is a taxpayer for 3964 S. Clinton Road, Spokane Valley, Washington. City Exhibit 9.
9. On her original application for a massage facility license, Ms. Du listed 3964 S. Clinton Road, Spokane Valley, Washington, as both the facility's mailing address and her home address. City Exhibit 2.
10. On her application for the renewal of her massage facility license, Ms. Du listed 3964 S. Clinton Road, Spokane Valley, Washington, as her home address. City Exhibit 3.
11. Although Ms. Du presented evidence purportedly showing that Yan Liu was not involved in "Foot Massage," a business she had purchased from Yan Liu and which she operated in the same premises in which Yan Liu had operated a massage facility, the association between Ms. Du, Yan Liu, and Wei Liu and 3964 S. Clinton Road, Spokane Valley, was un rebutted.

C. Conclusions of Law

1. There is substantial evidence, gathered by the Coeur d'Alene Police Department, that sexual acts for pay (prostitution) have been offered and given to customers at massage parlors located at 408 E. Montana Ave., 4055 N. Government Way, and 2600 E. Seltice Way in August and September 2024.
2. There is substantial evidence linking Yan Liu and Wei Liu to each of those massage parlors, which evidence has led police to conclude that they are involved in those businesses, have knowledge of prostitution occurring at those businesses, and profit from that illegal enterprise.
3. There is substantial evidence showing that Yan and Wei Liu have a base of operations at a home located at 3964 S. Clinton Road, Spokane Valley, Washington, and are listed as persons responsible for taxes on that residence in Spokane County records.

4. The owner of the massage facility at issue here, Anqin Du, identified her home address, as well as the mailing address of her facility, as 3964 S. Clinton Road, Spokane Valley, Washington.
5. Anqin Du links to Yan Liu and Wei Liu demonstrate her connection to a criminal enterprise involving several massage facilities engaged in prostitution.
6. Municipal Code § 5.28.100(B) provides that a massage facility license is properly revoked if any person owning an interest in the massage business has engaged in any improper or wrongful behavior relating to the person's fitness to engage in such business, or if the person is not of good moral character, or if revocation is necessary to protect the public safety, morals or welfare.
7. The evidence establishes, by at least a preponderance of the evidence, that Anqin Du is a person who owns an interest in the massage business known as Foot Massage at 1034 N. 3rd Street, Coeur d'Alene, Idaho, and that she has engaged in any improper or wrongful behavior relating to her fitness to engage in such business, and that she is not of good moral character, and that revocation is necessary to protect the public safety, morals or welfare, based on her close association with or connection to individuals who previously had their massage facility licenses denied or revoked because of acts of prostitution in their facilities, and who continue to be involved with facilities involving criminal activity.

D. Decision

Based on the foregoing Findings of Fact and Conclusion of Law, the City Council determines that the revocation of Anqin Du's massage facility license was appropriate. The revocation is affirmed.

DATED this 24th day of April, 2025.

CITY OF COEUR D'ALENE

By Woody McEvers
Woody McEvers, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: MAY 6, 2025
FROM: KELLEY SETTERS, DEPUTY CITY CLERK
SUBJECT: REQUEST TO APPROVE A LETTER OF AGREEMENT WITH KEENAN JOHNSON FOR COMMERCIAL USE OF THE CITY STREETS FOR RECREATIONAL TRANSIT

=====

DECISION POINT: Should Council approve a Letter of Agreement with Keenan Johnson for commercial use of the City streets for recreational transit, specifically a human-powered trolley pub?

HISTORY: In 2014, the City approved a similar request to operate a non-motorized vehicle within the City limits through a Letter of Agreement. To stay consistent with the processing of recreational transit requests on City streets that may impede traffic, staff is recommending approval of the request for trolley pub services by Keenan Johnson through the attached Letter of Agreement. The City received a request from Mr. Johnson regarding the attached business plan. Tours have a maximum seating capacity of 16, will operate Monday through Sunday from 8:00 a.m. to 10:30 p.m., each tour lasting approximately 2 hours, and will start May 7th and end October 31, 2025. All tours will begin and end at the Jeremiah Johnson Brewing Company located at 826 N. 4th Street. The scenic route will include 4th Street, Garden Ave., and E. Front Ave., with a brief stop at the carousel, and a historical drive by Fort Sherman.

Four other daily tours will be for guests 21 and older only. The route will include visits to Jeremiah Johnson, Crafted Tap House and The Burger Dock, lasting approximately 20-30 minutes. Mr. Johnson acknowledged that the operator may not provide alcohol or supply any alcohol to any patron. The patron must bring their own alcohol in a sealed container and may only consume while on board the vehicle. The bike has an electrical assist to help maneuver through traffic and manage inclines.

Additionally, the Police and Streets Department were contacted to see if there were any concerns or requests for conditions. The Street Department had no issues with the Police Department concurring, including the caveat that the route is subject to adjustment if needed. Additionally, in the past, other recreational transportation, such as the Socially Geared Cycle Pub and horse-drawn carriages, operated successfully and had been widely accepted and have not impeded traffic.

Municipal Code Chapter 5.18 outlines the allowable commercial use of City streets, sidewalks, and rights-of-way, and requires Council consent for such use. Staff believes the proposed Letter of Agreement provides the appropriate method of Council consent. The Agreement sets forth the terms and standards for the operation of commercial recreational vehicles on City streets, including the clause that the City may add conditions or revoke the permit if it is deemed necessary to maintain the safety of the City. Insurance is required.

FINANCIAL ANALYSIS: The fee for this Agreement is \$131.25, which is the same fee amount charged for outdoor eating encroachment permits.

DECISION POINT/RECOMMENDATION: Council should approve a Letter of Agreement with Keenan Johnson for commercial use of the City streets for recreational transit.



Trolley Pub Proposal

Applicant: Keenan Johnson
3513 W Seltice Way
715-505-7057

Keenan.johnson799@outlook.com



Tour Routes and Schedules

- Seasonal May – October
- Tours Monday – Sunday (2 hours long)
- 16 maximum seating capacity
- All tours begin and end at Jeremiah Johnson Brewing 826 N 4th Street



Scenic Tour (for all ages)

Tours will begin and end at Jeremiah Johnson Brewing, 826 N 4th Street. Brief stop at the Carousel.

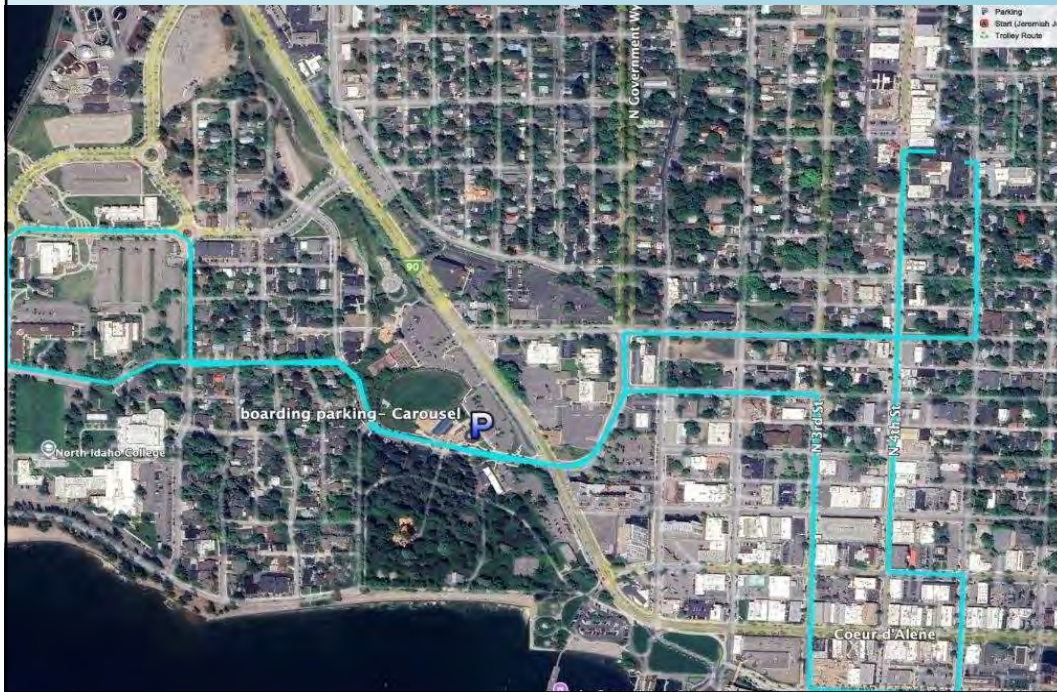
Tour Times

8:00 am -10:00 am

10:30 am – 12:30 pm

1:00 pm – 3:00 pm





Sightseeing/Alcohol Establishment Tours

Guests must be over 21, and are allowed to bring their own sealed beer/seltzer or wine for consumption while onboard the bike. The stops include:

- #1 Jeremiah Johnson Brewing
- #2 Crafted Taphouse and Kitchen
- #3 Burger Dock on Lakeside



21 years and older tours

Tour Schedule Times

1:00 pm – 3:00 pm

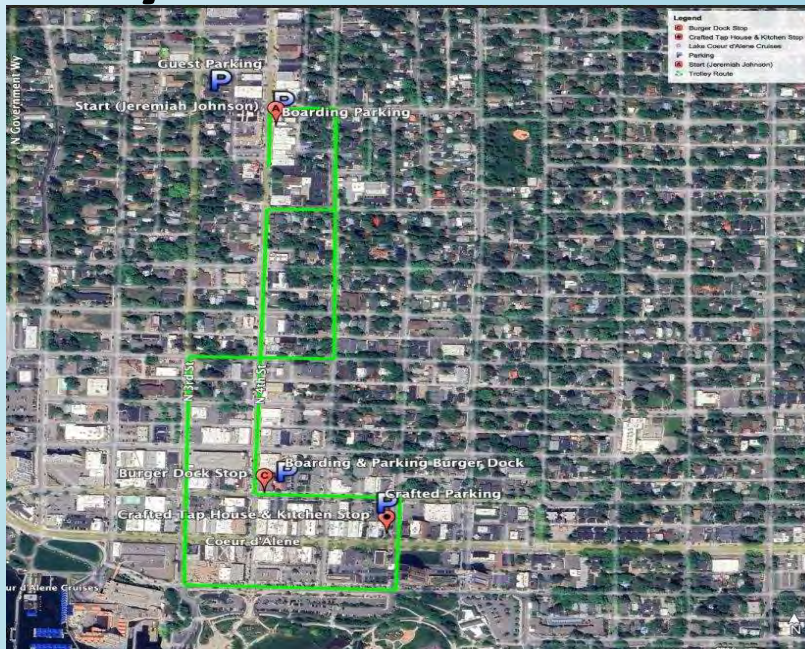
3:30 pm – 5:30 pm

6:00 pm – 8:00 pm

8:30 pm – 10:30 pm



21 years and older tour route



Action Requested

The Council should approve a Letter of Agreement with Keenan Johnson for commercial use of the City streets recreational transit.



Questions?



RESOLUTION NO. 25-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LETTER OF AGREEMENT WITH KEENAN JOHNSON FOR COMMERCIAL USE OF CITY STREETS FOR RECREATIONAL TRANSIT.

WHEREAS, the Deputy City Clerk for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Letter of Agreement with Keenan Johnson for commercial use of City streets for recreational transit, 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 Letter of Agreement with Keenan Johnson for commercial use of City streets for recreational transit, 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 6th day of May, 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 WOOD Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER GOOKIN Voted

was absent. Motion .



LETTER OF AGREEMENT

May 7, 2025

Keenan Johnson
3513 W Seltice Way
CDA, ID 83814

Dear Mr. Johnson:

This letter shall serve as the Agreement for the commercial use of the City streets for recreational transit from May 7, 2025, to October 31, 2025. Use for permitted activities may be from 8:00 a.m. to 10:30 p.m. Monday through Sunday. You agree to the terms and conditions of this Agreement.

Attached hereto as Exhibit "A" is an application for a recreational transit permit, which includes Keenan Johnson's contact information and the Trolly Pub Proposal, which Exhibit "A" is incorporated into this Agreement. Mr. Johnson agrees he will pay a permit fee of \$131.50, provide Proof of Liability Insurance with minimum limits of \$500,000 for personal injury, death, or property damage arising out of any one occurrence or accident, and provide the hours of operation and a map of the intended route(s) prior to the issuance of the permit.

In addition, Keenan Johnson shall:

1. Comply with all laws for slow-moving vehicles (e.g., lighting, reflectors, etc.);
2. Comply with all other applicable local, state, and federal laws and regulations;
3. Prohibit the consumption of alcohol on the Centennial Trail or within any City parks;
4. Not provide or supply any alcohol to any patron. All patrons must bring their own alcohol in a sealed container and may only consume while aboard the vehicle.
5. Comply with all laws including but not limited to those laws regarding the sale, service, possession, and consumption of alcohol.
6. Prohibit the consumption of any alcoholic beverages except beer and wines, as prescribed by the Bureau of Alcohol, Tobacco, and Firearms.
7. Execute a Hold Harmless Agreement.
8. Be responsible for any damage to City or public property, personal or real, cause the use hereby permitted or by any of your customers or patrons.
9. Agree that this Agreement may be canceled, at the City sole discretion, for any violation of this Agreement, or any City Code or State law.

10. The City may, from time to time, need to perform reasonable and necessary maintenance or construction work on City property, including the rights-of-way covered by this Agreement. In such case, your use under this Agreement may be suspended or canceled at the City's sole discretion and without liability to you. The City will, in such case, make reasonable efforts to identify alternate routes acceptable to you, but makes no guaranty that such alternate routes will be available.
11. The City has certain annual events which may conflict with your use of the public rights-of-way, including, but not limited to the Fourth of July Parade and Fireworks, and Car d'Lane. In such cases, your right to use the public rights-of-way will be suspended for the duration of those events.

The City reserves the right to add to or modify the conditions at any time as deemed necessary in order to maintain peace, order, and safety within the City limits, including requiring the change of routes or suspension of service. Failure to comply with all conditions imposed by this permit may result in the immediate suspension or revocation of the permit by the City Clerk or designee, or by any law enforcement Officer.

Woody McEvers, Mayor
City of Coeur d'Alene

Keenan Johnson
Owner

Attest:

Renata McLeod, City Clerk



City of Coeur d'Alene
 Municipal Services Department
 710 Mullan Avenue, Coeur d'Alene,
 Idaho 83814
 (208) 769-2229
 ksetters@cdaid.org

(Office Use Only)

Amount Paid _____
 Receipt # _____
 Date Issued _____
 License # _____ By _____

Non-Motorized Recreational Transit Operator Permit Application

Name of Company: <u>Paddle Pub CDA LLC</u>	Phone Number: <u>208-701-0009</u>
Company Address: <u>3513 W Seltice Way,</u>	City/State/Zip: <u>CDA, ID, 83814</u>
Insurance Company: <u>Francis L. Dean & Associates</u>	Agent Name: <u>James Eatman</u>
Insurance Company/Agent Phone Number: <u>239-690-7050</u>	
Owner Name: <u>Keenan JOHNSON</u>	Owner Phone Number: _____
Email Address: <u>Keenan@Paddlepub.com</u>	Owner Cell Number: _____
Home Address: _____	City/State/Zip: <u>CDA, ID, 83815</u>
Is your office located in a residence in the City of Coeur d'Alene? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, have you applied for and obtained a Home Occupation Certificate? <u>NA</u>	

VEHICLE INFORMATION			
MAKE	MODEL	LICENSE PLATE NUMBER	VIN NUMBER
Vehicle 1:	<u>QDS</u>	<u>Savannah 16</u>	<u>NA/NA</u>
Vehicle 2:			
Vehicle 3:			
Vehicle 4:			
Vehicle 5:			
TOTAL NUMBER OF VEHICLES: <u>1</u>			

I hereby certify that there have been no changes in the above named business during the past licensed year and that all vehicles are covered by the required insurance.

Applicant Signature

4/16/25
 Date

DRIVER INFORMATION

Name: NA

Phone Number: _____

Address: _____

E-mail: _____

Have you received any driving citations within the past two years? ☐ Yes ☐ No

If yes explain: _____

Name: _____

Phone Number: _____

Address: _____

E-mail: _____

Have you received any driving citations within the past two years? ☐ Yes ☐ No

If yes explain: _____

SUBMITTAL REQUIREMENTS

- ☒ Map of route showing all street names
- ☒ Hours of operation from 8:00 to 10:30
- ☒ Days of operation from Mon to Sun
- ☒ Copy of insurance with a minimum of \$500,000 for bodily or personal injury, death, or property damage, or loss as a result of any one occurrence, or accident, regardless of the number of persons injured or the number of claimants. The insurance policy shall insure to the benefit of any person who is injured or sustains damage to property proximately caused by the negligence of the licensee, his servants, or agents.

Trolley Pub Proposal

A Perfect Tourism Fit for Coeur d'Alene

We are excited to present the concept of a Trolley Pub business as an outstanding addition to Coeur d'Alene's tourism offerings. With its thriving tourism industry and emphasis on eco-friendly activities, a Trolley Pub business would not only provide a unique and enjoyable experience for visitors but also align seamlessly with the city's commitment to sustainability. Below, we outline the key reasons why a Trolley Pub operation would be a great fit for Coeur d'Alene.

1. Enhancing the Tourism Experience

Coeur d'Alene is renowned for its breathtaking natural scenery, outdoor recreation, and vibrant downtown atmosphere. A Trolley Pub business would offer an innovative and engaging way for tourists to explore the city while combining cycling, socializing, and sightseeing. By diversifying the range of activities available, this addition would attract a broader demographic of visitors and encourage extended stays.

2. Promoting Sustainability and Eco-Friendliness

The city of Coeur d'Alene takes pride in its dedication to sustainability. A Trolley Pub business aligns with these values as it primarily operates on human-powered energy. By encouraging cycling as a mode of transportation, it can help reduce carbon emissions and contribute to a cleaner, greener environment.

3. Supporting the Local Economy

Beyond enhancing the visitor experience, a Trolley Pub business would also benefit the local economy. By partnering with local breweries, wineries, and restaurants, the Trolley Pub can drive increased foot traffic to these establishments, generating additional revenue. Moreover, it would create new employment opportunities for local residents, from operational staff to maintenance personnel.

4. Fostering Social Engagement

Trolley Pub create a lively and interactive atmosphere, allowing guests to engage with one another while enjoying the sights of the city. This fosters a sense of community among both visitors and locals, contributing to a friendly and welcoming environment. Additionally, the unique and social nature of a Trolley Pub experience can generate positive word-of-mouth, further elevating Coeur d'Alene's reputation as a top-tier travel destination.

5. Safety and Regulation

To ensure a safe and enjoyable experience, our Trolley Pub operations will adhere to strict safety measures and local regulations. Coeur d'Alene already features a well-established bicycle-friendly infrastructure, which can be further optimized for Trolley Pub routes. By collaborating with city officials and local authorities, we will implement responsible

alcohol consumption policies, designated routes, and trained staff to provide a secure and enjoyable experience for all participants.

The Trolley Pub

The proposed Trolley Pub Bike is constructed with a durable steel frame and is designed for up to 16 passengers—12 pedaling and 4 seated on a rear bench. While primarily human-powered, the bike includes an electric assist motor to aid in navigating traffic and inclines. A trained operator, aged 21 or older, will pilot the bike, ensuring a safe and smooth experience. The vehicle is equipped with essential safety features, including hydraulic disc brakes, headlights, taillights, turn signals, reflectors, and a horn. Additionally, a roof provides shade and protection from inclement weather.

Insurance Coverage

Accident Coverage

- **Eligibility:** All participants of the policyholder's programs
- **Medical Benefits:** Up to \$25,000 per claim
- **Accidental Death/Dismemberment Benefit:** Up to \$5,000 per claim
- **Deductible:** \$100 per claim
- **Dental Benefit:** Included in medical coverage
- **Carrier:** United States Fire Insurance Company
- **Policy Term:** Annual

General Liability Coverage (Requires Accident Coverage)

- **General Aggregate:** \$2,000,000
 - **Products/Completed Operations:** \$2,000,000
 - **Personal & Advertising Injury:** \$1,000,000
 - **Each Occurrence:** \$1,000,000
 - **Damages to Premises Rented to You:** \$300,000
 - **Medical Expense:** Excluded
 - **Deductible:** \$2,500 per claim
 - **Policy Type:** Claims-made and reported policy
 - **Carrier:** Lloyd's of London
 - **Coverage for Athletic Participants:** Included
-

Operational Policies

1. Tours will begin and end at **Jeremiah Johnson Brewing Company (826 N 4th St, Coeur d'Alene, ID 83814, United States).**
2. The bike will be operated by a driver aged 21 or older who holds a valid driver's license and is knowledgeable about local traffic laws.

3. Trolley Pub drivers will all be trained with both a digital training program as well as hands on training for safety, operations and customer service.
4. The driver is strictly prohibited from consuming alcohol before or during any tour and will act as a safety monitor for all participants.
5. All participants in alcohol-related tours must be at least 21 years old and will be required to present valid identification before boarding.
6. Each participant must sign a liability waiver and will not be permitted to board if visibly intoxicated.
7. On alcohol-related tours, passengers may bring sealed beer, wine, and seltzers for personal consumption. Hard liquor or spirits are not permitted. At no times will passengers be permitted to exit the vehicle with an open container of alcohol, other than sealable containers such as a growler or sealed bottle.
8. Passengers may not exit any alcohol-serving establishment with an open container, except for sealed growlers or bottled purchases.
9. The driver will not serve or consume alcohol.
10. All loading and unloading will take place away from roadways to prevent traffic disruption. **No loading or unloading will occur on Sherman Ave.**

Tour Routes and Schedule

The Trolley Pub Bike will operate seasonally from **May to October**, offering up to 5 tours daily from 8:00am to 10:30pm. Each tour will last approximately **two hours**. The number of daily tours will depend on bookings and the customer's desired experience. The two experiences our customers can choose from are below.

- **Alcohol-Friendly Tours:** These tours will visit local partner establishments such as Jeremiah Johnson Brewing, Crafted Taphouse and Kitchen, and The Burger Dock. Alcohol consumption is permitted only while onboard the Trolley Pub or inside partner businesses.
- **Family-Friendly Scenic Tours:** These tours cater to groups under 21, and focus primarily on the scenic beauty and historic aspects of CDA. Drivers will follow a designated route along 3rd St, 5th St, 4th St, Garden Ave, and E Front Ave, with a brief stop at the Carousel and a historical drive by of Ft. Sherman.

Loading and Unloading of Passengers will proceed as follows:

1. **Jerimiah Johnson on 4th** in Midtown. Is where tours will begin and end. Guests will load and unload on the south side of Montana Ave. This will allow us to be off 4th street during the loading and unloading, which should take less than 1 minute for each task and not impact traffic. Being the beginning and ending point of the ride, it

will not be a timed stop, departures and drop-offs will occur on a timed basis. Driver will utilize the alley way located off 4th and E Montana behind the business alongside the building for parking at this location.

2. ***Crafted Taphouse and Kitchen*** will be our second stop. The loading and unloading will occur off of 6th St alongside the restaurant. Time and safety will be prioritized as to ensure we do not impede traffic. When unloaded, our driver will proceed to the parking lot to the rear of the building at the intersection of 6th and Lakeside to wait for guests to be ready to reboard and depart. This stop will be 30 minutes.
3. ***The Burger Dock CDA*** off of N 4th St. will be the third, and final, stop on the tour. The loading, unloading and parking will occur in the parking lot off Lakeside beside the business at The Burger Dock, once guests have unloaded, the driver will proceed to the parking lot and remain with the Trolley while they await passengers to be ready to reboard. This final stop will be 20-30 minutes.

Before arriving at Crafted Taphouse and Kitchen and before our final stop at The Burger Dock, the tour will head down E Front Ave. for a scenic look at beautiful Lake Coeur d'Alene. After viewing the lake on E Front, the driver will proceed to the tours final stop (Seasons or the Burger Dock). Following the final stop, our driver will proceed back through midtown to Jeremiah Johnson where the tour will conclude. The driver will then park in the designated parking area and prepare for the next tour.

Conclusion

A Trolley Pub business would be a valuable addition to Coeur d'Alene's tourism sector, offering an eco-friendly, engaging, and economically beneficial experience. By enhancing visitor engagement, supporting local businesses, fostering social interactions, and adhering to strict safety regulations, the Trolley Pub can contribute significantly to the city's reputation as a premier travel destination.

Previously, a similar Trolley Pub, **Socially Geared**, operated in downtown Coeur d'Alene from **2017-2019** under city approval. It was well received by locals and visitors alike, allowing participants to bring sealed beer and wine onboard under **CDA Municipal Code Section 5.08.160 (A)(7)**. We request approval under these same conditions. As part of **Tourscale Franchising**, we bring a proven business model with successful Trolley Pub franchises nationwide. We look forward to collaborating with the city to bring this exciting experience back to Coeur d'Alene!

Attachments

CDA municipal code 5.08.160

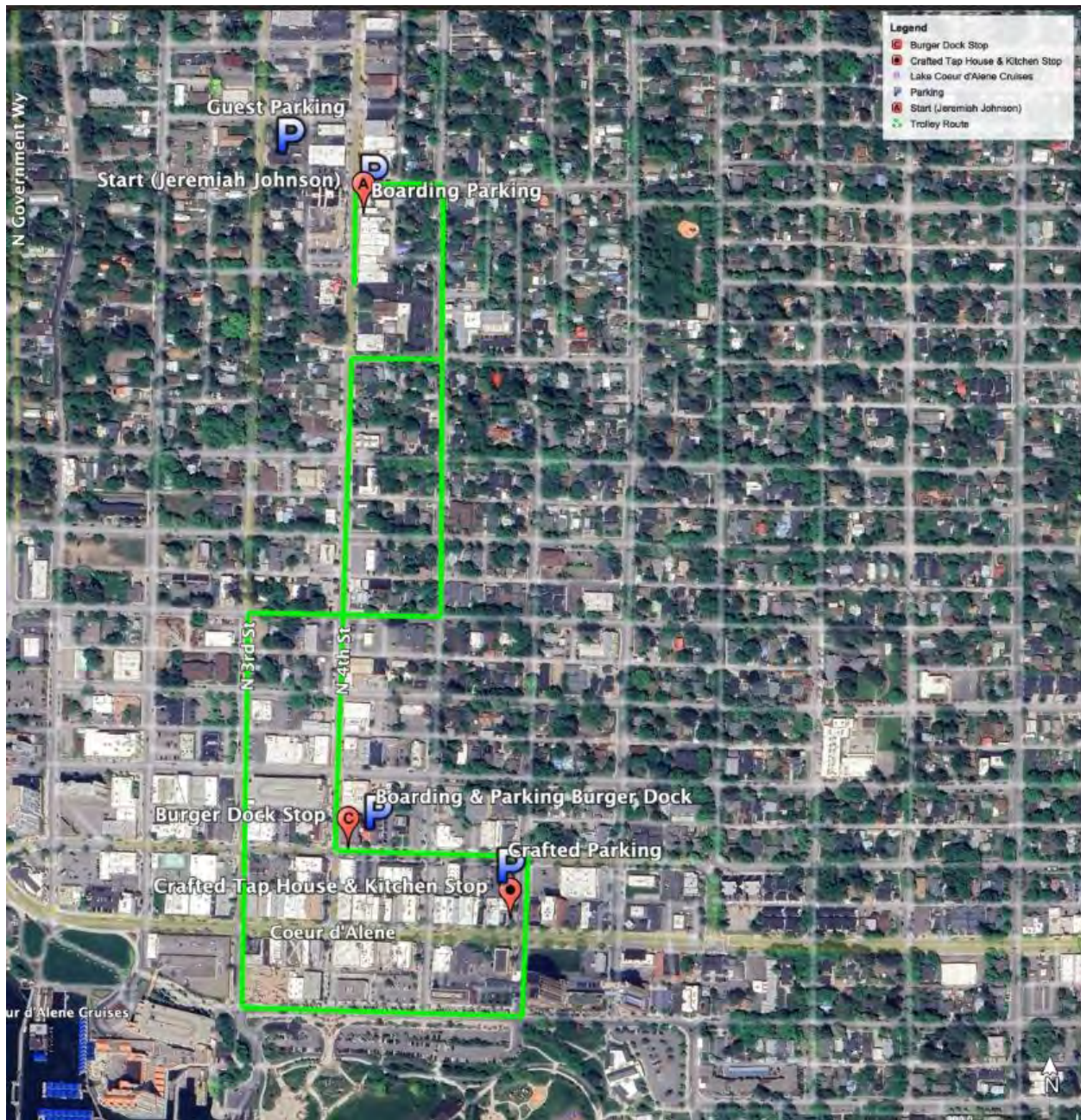
Map of Proposed Routes

Pictures of Trolley Pub

5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS:

- A. No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the City, or at any other place in the City, including any motor vehicle moving or stationary, with the following exceptions:
 - 7. On a public right-of-way when used on pedal bike(s) and/or nonmotorized recreational vehicles in which the passenger areas are separate from the driver areas, but only after issuance of and pursuant to the terms of a permit issued by the City Clerk. Criteria that must be met for a permit to issue shall be set forth by resolution of the City Council;

21+ Route



[illegible]



CITY COUNCIL STAFF REPORT

Date: May 6, 2025

From: Bill Greenwood, Parks & Recreation Director

SUBJECT: SET PRICING FOR NEW MILLSTONE ART NICHE WALL
(City Council Action Required)

DECISION POINT:

Should City Council approve pricing of \$3,500.00 for the 10" diameter x 5" deep niches that will hold one urn, and \$6,500.00 for the 16" diameter x 5" deep niche that will hold up to 4 urns for the exclusive art piece "Millstone Niche" to be installed at Forest Cemetery.

HISTORY:

Dale Young began working on the millstone niche a few years ago. He has completed the work, and we are ready to install this in Forest Cemetery. Dale has also agreed to provide one more "Millstone Niche" to be installed on the niche road location at the cemetery creating a bookend effect.

FINANCIAL ANALYSIS:

The cost of this niche was included in the 24/25 fiscal approved budget. The exclusivity and artistic nature of these niches will make them very popular. We anticipate they will sell quickly. The final approval of this pricing will take place later when the Clerk brings forward the fee increase schedule for the City Councils approval.

PERFORMANCE ANALYSIS:

Dale Young has provided several artwork pieces throughout Coeur d'Alene, including many in our parks. We anticipate these niches will be a popular item due to the one-of-a-kind nature of the artwork.

RECOMMENDATION:

Recommend City Council approve pricing of \$3,500.00 for the 10" diameter x 5" deep niches that will hold one urn, and \$6,500.00 for the 16" diameter x 5" deep niche that will hold up to 4 urns for the exclusive art piece "Millstone Niche" to be installed at Forest Cemetery.

**CITY COUNCIL
STAFF REPORT**

DATE: May 6, 2025

FROM: Renata McLeod, Municipal Services Director and Sgt. Jared Reneau

SUBJECT: Citizen request to amend M.C. §6.15.010 to add subsection F and G to allow for temporarily housing goats on private property for weed control purposes to provide specifications for such use.

DECISION POINT: Should the Council approve additions of M.C. § 6.15.010F and § 6.15.010G?

HISTORY: The City has been requested by Meadow Ranch Homeowner's Association to allow the use of goats for weed abatement within their subdivision in an open area abutting their properties along Meadow Ranch Avenue. This area has extreme slopes. Many opportunities for weed abatement have been explored and considered, none of which are feasible due to the sloped area and the safety of landscape company employees. The Fire Department has inspected the area and has made recommendations for weed abatement due to the fire hazard. The Homeowner's Association has determined the best and only measure of abatement currently available would be the use of goats. The current Municipal Code only allows public agencies to temporarily house goats within the City limits for such use. The City has a history of using goats for weed abatement at various water department locations and found it to be an effective tool. Sgt. Jared Reneau, who oversees Animal Control, requested some form of notification as to the timeline of use, plan for containment and oversight, and contact information for the party responsible in the event there is an issue. The Fire Department has no concerns with this type of weed abatement.

The following process, as outlined in the proposed code, includes the following:

- An applicant shall complete an application provided by the City and filed with the City Clerk. The applicant shall also pay the application fee for the permit which shall be established by the City. (The application should include the name, address and contact number of the applicant and the goat contractor.)
- The applicant must provide a detailed site plan of the premises on which the prescribed grazing is sought to occur, including the location and dimensions of the proposed grazing area, the anticipated number of goats to be used, and the duration of the grazing period.
- The Coeur d'Alene Police Department Animal Control Supervisor shall review each application for permit and approve or deny the application.
- The City shall have no liability for any damages that may be caused by goats kept on a property pursuant to a prescribed grazing permit. The permit holder shall be responsible for any damage caused by goats used for prescribed grazing purposes.
- The owner of the goats to be utilized under the permit shall have and maintain insurance coverage for claims arising from prescribed grazing in the amount of \$1,000,000 per occurrence.

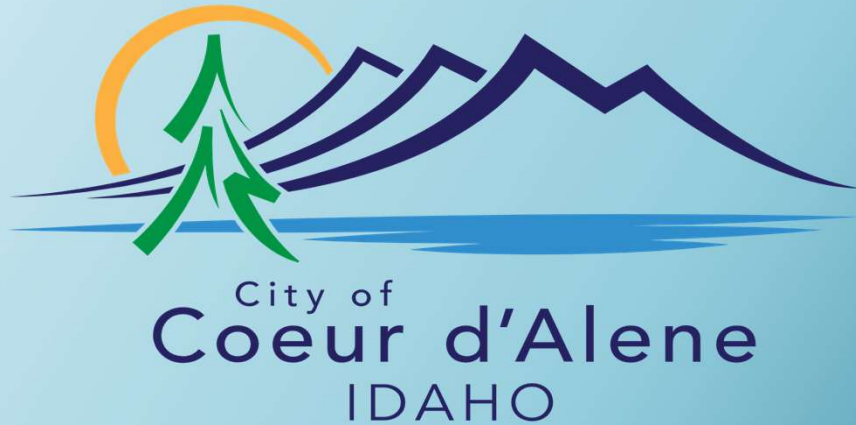
Additionally, the Police Department has requested the following related to the use of goats:

1. Goats may be utilized for weed control in a penned area one half (1/2) acre or less in size. Properties over one half (1/2) acre in size may be split into multiple penned areas of no more than one half (1/2) acre in size, and goats may only be utilized for weed control in one penned area at a time.
2. Goats may be utilized for weed control in a penned area for no more than twenty-one (21) consecutive calendar days.
3. For purposes of this section, a “penned area” shall mean an area secured by fencing or otherwise which is sufficient to prevent goats from leaving the area. Fencing may be temporary or permanent, or a combination of both. The property owner and the owner of the goats shall be strictly liable for damage and expenses resulting from a goat or goats leaving the penned area.
4. Goats may be utilized for weed control in a penned area no more than three (3) periods of up to twenty-one days each per calendar year. There shall be a minimum of thirty (30) days between the use of goats in a single penned area.
5. Notwithstanding Chapter 8.16 of the Municipal Code, an electrified wire fence may be used to contain goats utilized for weed control pursuant to the Code; PROVIDE, in said fence must have a weatherproof warning sign posted at least every fifty (50) feet along each side of the electrified fence and at each entrance to the penned area. The warning sign shall give clear notice, in English and symbols, that the fence is electrified. No single sign shall exceed four (4) square feet in area. Each sign shall be clearly visible to persons approaching the fence from a distance of at least ten (10) feet and shall be posted on or within one (1) foot of electrified fence.
6. If ten (10) or fewer goats are utilized for weed control at one time, a responsible person shall be on site for a minimum of twelve (12) hours per day to care for the goats. If more than ten (10) goats are utilized for weed control at one time, a responsible person shall remain on site with the goats for the entire duration of the weed control period. The responsible person is permitted to take short breaks for meals and restroom use, providing that the well-being of the goats is maintained during absences.
7. Unneutered male goats over six (6) months of age shall not be utilized for weed control under this section.
8. Goats utilized for weed control shall be provided with adequate food and water at all times.
9. Goats utilized for weed control shall kept in such a manner so as to prevent them from causing a nuisance to the occupants of neighboring properties in terms of odors, noise, or insects. If the property owner or goat owner is notified of a nuisance and does not remedy the nuisance in three (3) calendar days, the permit may be cancelled. Upon cancelation of the permit, the responsible party shall remove the goats immediately.

FINANCIAL ANALYSIS: There is likely to be little financial impact from adopting the proposed ordinance, aside from enforcement in the normal course of business. The amendments would provide a means of accomplishing weed abate under certain circumstances and reduce fire hazards.

PERFORMANCE / QUALITY OF LIFE ANALYSIS: Time is of the essence for this project in order to get ahead of the fire season.

DECISION POINT/RECOMMENDATION: Staff recommends that the Council approve the code amendment as proposed.



Meadow Ranch Homeowner's Association Request



Request to Amend M.C. §6.15.010 by adding subsections F and G – to allow the use of goats for weed abatement and to set forth regulations for such use.



Code Amendment Request

M.C. §6.15.010: DOMESTIC LIVESTOCK AND FOWL:

E. Nothing contained herein prevents the city or other public agency from temporarily housing goats on public property for weed control purposes provided that the goats are kept in a secure enclosure.



Additions to the Code 5.68.010

Proposed MC §6.15.010 F: An active, legally formed homeowner's association may utilize goats for weed control purposes within open spaces when no other weed control method is feasible due to steepness of terrain and/or density of vegetation. Prior to bringing goats into the City, the homeowner's association shall file an application with the City Clerk.

This section also include requires of the application:

- Property owner name/contact
- Goat owner name/contact
- Liability Insurance; indemnify the City against injuries/damage
- Detailed site plan
- Number of goats and how they will be controlled/cared for

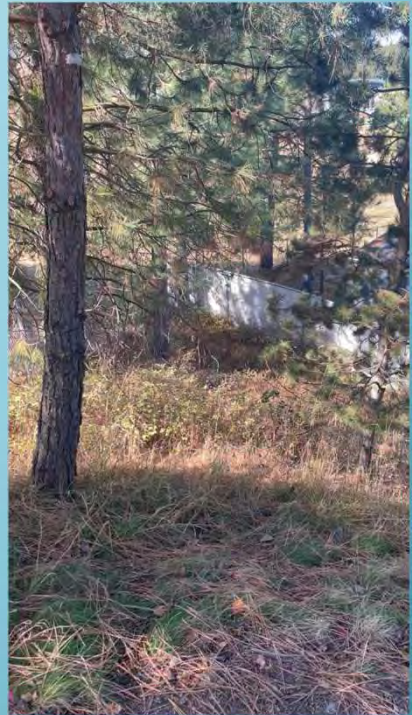


Regulations for Use:

M.C. §6.15.010 G

1. Grazing for a Max. of 21 days at a time. Over half an acre in area may be split, with each area max. 21 calendar days.
2. No more than three grazing treatments at a single in a calendar year.
3. Goats must be contained in a secure and fenced area. Fenced areas can be a combination of permanent and temporary fencing.
4. Any electric fence must have a warning sign posted on every boundary of the enclosure, clearly visible and within 1 foot of the fence
5. For 10 or less goats, a person on site for a min. of 12 hours per day; more than 10 goats the person shall remain on site the entire time.
6. Unneutered male goats over six months of age are prohibited.
7. The person responsible shall ensure the goats have adequate food and water for the duration of the grazing period.
8. Goats shall not be kept in such a manner as to constitute a nuisance to adjacent properties. If not remedied, the permit may be cancelled.







DECISION POINT:

To approve amendments to M.C. § 6.15.010 to create M.C. §6.15.010(F) and (G) providing the ability for homeowner associations to use goats and setting forth the regulations for such use.

Questions?



ORDINANCE NO. _____
COUNCIL BILL NO. 25-1008

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 6.15.010 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

SECTION 1. That new subsection 6.15.010(F) be added to the Coeur d'Alene Municipal Code as follows:

F. An active, legally formed homeowner's association may utilize goats for weed control purposes within open spaces when no other weed control method is feasible due to steepness of terrain and/or density of vegetation. Prior to bringing goats into the City, the homeowner's association shall file an application with the City Clerk, together with the fee established by Resolution of the City Council. The application shall require:

1. The property owner's name and mailing address; and
2. The name and contact information for the party responsible for the goats; and
3. A detailed site plan of the premises on which the weed control will occur, including the location and dimensions of the penned area; and
4. The number of goats to be used; and
5. The duration of the use; and
6. A description of the manner in which the animals will be cared for and controlled; and
7. Proof of liability insurance, with general liability limits of at least one million dollars (\$1,000,000.00) to cover bodily injuries or property damages caused by the animals; and

8. An acknowledgement that the City shall have no liability for any injuries or damage that may be caused by goats kept on private property pursuant to a permit to utilize goats for weed control; and
9. Acceptance by the permit holder of liability for any injuries or damage caused by goats utilized for weed control; and
10. An agreement to indemnify and hold the City harmless for any injuries or damage caused by goats utilized for weed control.

The Coeur d'Alene Police Department Animal Control Supervisor, or designee, will review each application, and approve or deny the permit. An application shall be approved if it meets all the criteria of this section. An application may not be denied arbitrarily or capriciously, or for discriminatory reasons.

SECTION 2. That new subsection 6.15.010(G) be added to the Coeur d'Alene Municipal Code as follows:

G. A homeowner's association utilizing goats as provided in subsection F of this section shall comply with the following regulations:

1. Goats may be utilized for weed control in a penned area one half (1/2) acre or less in size. Properties over one half (1/2) acre in size may be split into multiple penned areas of no more than one half (1/2) acre in size, and goats may only be utilized for weed control in one penned area at a time.
2. Goats may be utilized for weed control in a penned area for no more than twenty-one (21) consecutive calendar days.
3. For purposes of this section, a "penned area" shall mean an area secured by fencing or otherwise which is sufficient to prevent goats from leaving the area. Fencing may be temporary or permanent, or a combination of both. The property owner and the owner of the goats shall be strictly liable for damage and expenses resulting from a goat or goats leaving the penned area.
4. Goats may be utilized for weed control in a penned area no more than three (3) periods of up to twenty-one days each per calendar year. There shall be a minimum of thirty (30) days between the use of goats in a single penned area.
5. Notwithstanding Chapter 8.16 of the Municipal Code, an electrified wire fence may be used to contain goats utilized for weed control pursuant to the Code; PROVIDE, in said

fence must have a weatherproof warning sign posted at least every fifty (50) feet along each side of the electrified fence and at each entrance to the penned area. The warning sign shall give clear notice, in English and symbols, that the fence is electrified. No single sign shall exceed four (4) square feet in area. Each sign shall be clearly visible to persons approaching the fence from a distance of at least ten (10) feet and shall be posted on or within one (1) foot of electrified fence.

6. If ten (10) or fewer goats are utilized for weed control at one time, a responsible person shall be on site for a minimum of twelve (12) hours per day to care for the goats. If more than ten (10) goats are utilized for weed control at one time, a responsible person shall remain on site with the goats for the entire duration of the weed control period. The responsible person is permitted to take short breaks for meals and restroom use, providing that the well-being of the goats is maintained during absences.

7. Unneutered male goats over six (6) months of age shall not be utilized for weed control under this section.

8. Goats utilized for weed control shall be provided with adequate food and water at all times.

9. Goats utilized for weed control shall kept in such a manner so as to prevent them from causing a nuisance to the occupants of neighboring properties in terms of odors, noise, or insects. If the property owner or goat owner is notified of a nuisance and does not remedy the nuisance in three (3) calendar days, the permit may be cancelled. Upon cancelation of the permit, the responsible party shall remove the goats immediately.

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

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 6, 2025.

APPROVED, ADOPTED and SIGNED this 6th day of May, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Section 6.15.010 E of the Coeur d'Alene Municipal Code

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 6.15.010 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 6.15.010 of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of May, 2025.

Randall R. Adams, City Attorney

CITY COUNCIL STAFF REPORT

DATE: May 6, 2025
FROM: Todd Feusier, Streets & Engineering Director
SUBJECT: Purchase and Sale Agreement with North Idaho Fair Board

DECISION POINT: Should Council approve the Purchase and Sale Agreement with the North Idaho Fair Board for the Triple-Wide Modular Unit?

HISTORY: The unit originally housed the Water Department staff. Upon completion of the new Water Department Campus, the unit was vacant for some time. Street Department staff and Police Department staff have since utilized it on a temporary basis. With the completion of the Streets & Engineering building remodel and the Police Department expansion, the unit is no longer needed for City purposes.

PERFORMANCE ANALYSIS: The removal of the unit from its current location would provide much needed space for equipment and operations.

FINANCIAL ANALYSIS: The sale of this unit would provide funding for future structures to house de-ice materials and equipment.

DECISION POINT: Council should approve the purchase and sale agreement with the North Idaho Fair Board for a Triple-Wide Modular Unit for the purchase price of \$125,000.00.



April 11, 2025

Dear Members of the City Council,

I hope this letter finds you well. I am writing on behalf of the North Idaho Fair Board to revisit the agreement regarding the purchase of the manufactured office building for \$125,000, which was put on hold due to the unfortunate fire that impacted one of the City buildings.

We understand and fully appreciate the City's need to utilize this office space temporarily while working toward a solution for the offices that were lost in the fire. However, we would like to respectfully request that we finalize the purchase of the building with the intention of moving it to the Fairgrounds following the 2025 North Idaho State Fair.

Securing this building will not only provide much-needed office space for our fair staff but also give the City ample time to recover and reconfigure plans for its own needs without the pressure of an ongoing arrangement. We believe that finalizing this transaction will serve both the Fairgrounds and the City well, allowing us to continue with our plans and helping you focus on the ongoing recovery efforts.

We are committed to working closely with the City to ensure a smooth transition and would be happy to discuss any further details or concerns you might have to expedite this process.

Thank you for your attention to this matter, and I look forward to your favorable response.

Sincerely,

Alexcia Jordan
General Manager & CEO
North Idaho State Fair

Request Council Approval
for the Purchase and Sale Agreement
with the Kootenai County Fair Board
for the Triple-Wide Modular Unit
Located at 3820 N. Ramsey Road

Purchase Price \$125,000





RESOLUTION NO. 25-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH THE NORTH IDAHO FAIR FOR A TRIPLE-WIDE MODULAR UNIT OWNED BY THE CITY.

WHEREAS, the Streets & Engineering Director for the City of Coeur d'Alene has recommended that the City enter into a Purchase and Sale Agreement with the North Idaho Fair Board for a Triple-Wide Modular Unit owned by the City, the terms and conditions of which are set out in Exhibit "A," attached hereto and by this reference incorporated herein; 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 Purchase and Sale Agreement with the North Idaho Fair Board for a Triple-Wide Modular Unit owned by the City, attached 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 by the Mayor and City Clerk be and they are hereby authorized to execute the Agreement on behalf of the City.

DATED this 6th day of May, 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 ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

was absent. Motion .

Purchase and Sale Agreement
Triple-wide Modular Unit

THIS AGREEMENT is made and entered into this 6th day of May, 2025, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, with its principal place of business at 710 E. Mullan Ave., Coeur d'Alene, Idaho, hereinafter referred to as "Seller," and the NORTH IDAHO FAIR BOARD, a body politic and corporate existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 4056 N. Government Way, Coeur d'Alene, Idaho, hereinafter referred to as the "Purchaser."

The Seller hereby agrees to sell, and the Purchaser hereby agrees to buy, the personal property described herein according to the following terms and conditions.

1. **Description of Property:** The Seller owns Triple-Wide Modular Unit (hereinafter referred to as the "Property").
2. **Purchase Price:** The agreed purchase price is One Hundred Twenty-five Thousand and no/100 Dollars (\$125,000.00).
3. **As-Is, Where-Is:** The Purchaser agrees to accept the Property As-Is, Where-Is, with all faults, and agrees that the Seller provides no warranty of any kind, including the warranty of merchantability and the warranty of fitness for a particular purpose, except for a warranty of that the Seller has good and clear title to the Property. The Purchaser specifically acknowledges and agrees that it has had sufficient opportunity to inspect the Property, and knowingly and voluntarily accepts the Property in its current condition in its current location. The Purchaser further acknowledges and agrees that it does not rely, and has not relied, on any representations or statements by the Seller, or any of its agents or employees, regarding the Property.
4. **Possession:** The Purchaser shall take possession of the Property upon payment of the Purchase Price, but, in no event, earlier than June 1, 2025, or later than September 1, 2025. These dates may be extended by mutual agreement of the parties .
5. **Method of Payment:** Payment shall be made in a check payable to the "City of Coeur d'Alene" or through electronic funds transfer.
6. **Notices:** Any notices shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

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

PURCHASER
North Idaho Fair Board
4056 N Government Way
Coeur d'Alene, ID 83814
Attn.: Alexcia Jordan

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. **Title and Other Documents:** Both parties agree to execute, in a timely manner, any and all documents necessary to complete this transaction. The parties further agree to cooperate, and confer as necessary, in order to fully execute this Agreement.
8. **Force Majeure:** Any delays in or failure of performance by the Seller or the Purchaser shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the party, including but not limited to, acts of God or a public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the party. In the event that any event of force majeure as herein defined occurs, the Seller or the Purchaser shall be entitled to a reasonable extension of time for performance of its obligations under this Agreement.
9. **Risk of Loss:** The Purchaser shall bear the risk of loss upon taking possession, in any way and to any degree, of the Property.
10. **Assignment:** While in no way infringing upon Purchaser's rights after taking possession of the Property, it is expressly agreed and understood by the parties hereto, that the Purchaser shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement prior to said point except upon the prior express written consent of the Seller.
11. **Compliance with Laws:** In performing under this Agreement, the Seller and the Purchaser shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
12. **Termination for Cause:** If either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, other than as provided in paragraph 8, the other party shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.
13. **Termination for Convenience of City:** Either party may terminate this Agreement for convenience, prior to the performance by either party under this Agreement, by giving at least fifteen (15) days' written notice to the other party. If the Agreement is terminated without cause, the non-terminating party may recover any reasonable costs incurred in reliance on this Agreement up to the date of the notice.

14. **Taxes and Fees:** The Purchaser agrees to pay any taxes when due, and any excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement
15. **Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
16. **Term:** This agreement shall expire on September 30, 2025, but may be extended beyond that date if the Purchaser's governing body appropriates adequate funds for this Agreement.
17. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
18. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.
19. **Approval Required:** This Agreement shall not become effective or binding until approved by respective governing body of each party.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Agreement as of the date first above written.

CITY OF COEUR D'ALENE

NORTH IDAHO FAIR BOARD

By _____
Woody McEvers, Mayor

By _____
Jerry Johnson, Chairman

Kevin Kirking, Treasurer

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Alexcia Jordan, General Manager

STATE OF IDAHO)
County of Kootenai) ss.

On this ____ day of _____, 2025, before me, a Notary Public, personally appeared **Woody McEvers** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared **Gerlad Johnson and Alexcia Jordan**, known to me to be the North Idaho Fair Board Chairman and General Manager, and the person who executed the foregoing instrument on behalf of said County, and acknowledged to me that such County executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

**CITY COUNCIL
STAFF REPORT**

DATE: May 6, 2025
FROM: Todd Feusier, Streets & Engineering Director
SUBJECT: Requesting Authorization for the Purchase of an Accubrine Automated Brine Production System, with Upgrade Kits and Accessories

=====

DECISION POINT: Should Council approve the purchase of a new Accubrine brine production system from Cargill Salt-Road Safety for \$88,321.00, together with Upgrade Kits and Accessories, through the Sourcewell cooperative purchasing program pursuant to Idaho Code § 67-2807?

HISTORY: Our current facility was constructed in October of 2008. Since then, it has provided the City and other public agencies with a high-quality deicing product in a convenient centralized location.

FINANCIAL ANALYSIS: While the facility is not in the current financial plan, cost savings in labor, winter operations, and brine sales to other agencies will cover the cost within our current budget. Sourcewell has competitively bid this system and the City can purchase the same system for the same price. Such a purchase is authorized by Idaho Code § 67-2807 which provides: “With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter.”

PERFORMANCE ANALYSIS: Our aging facility and operating system have reached the point that a system replacement is necessary to continue to operate. Many of the operating components and technical support have been discontinued, making repairs or replacements impossible.

DECISION POINT/RECOMMENDATION: Council should approve the purchase of a new Accubrine brine production facility from Cargill for \$88,321.00, together with Upgrade Kits and Accessories, through the Sourcewell cooperative purchasing program pursuant to Idaho Code § 67-2807.

REQUEST FOR COUNCIL APPROVAL FOR THE PURCHASE
OF A NEW ACCUBRINE BRINE PRODUCTION SYSTEM
FROM CARGILL SALT-ROAD SAFETY FOR \$88,321.00

TODD FEUSIER
STREETS & ENGINEERING DIRECTOR

Facility & Operation System Constructed
October 2008













Main Components

The AccuBrine® Automated Brinemaker with Truck Loading/Blending System
Consists of Five Main Components

- **AccuBrine Brine maker skid** – this is the main control panel consisting of electrical power and control panels as well as the necessary instrumentation, pump and valves required for the brine making process.



- **Salt Tank** – large, yellow tank where salt and water are mixed and plumbed to the Control Panel.



- **Remote Truck Loading HMI** - Truck operators use this remote mounted HMI enclosure to load brine and/or brine mixes into their liquid application trucks.



- **NXT Truck loading and blending system** – this is the skid consisting of electrical power and control panels as well as an independent pump and the necessary instrumentation and valves required for the truck loading and additive blending process



- **Brine and Additive Storage tanks** – the truck loading and blending system are plumbed to brine and additive storage tank. Additive storage tanks are only required if the customer purchased an additive blending option. The customer is responsible for supplying the required storage tanks. See configuration recommendations further under Tank Farm.



- **V2 Truck loading skid**- A compact version of our truck filling skid. Can load brine and additive accurately and independent of the brinemaker.



RESOLUTION NO. 25-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF AN ACCUBRINE AUTOMATED BRINE PRODUCTION SYSTEM, WITH UPGRADE KITS AND ACCESSORIES, FROM CARGILL SALT - ROAD SAFETY, IN AN AMOUNT NOT TO EXCEED \$88,321.00, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the Streets & Engineering Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the purchase of an Accubrine Automated Brine Production System from Cargill Salt - Road Safety, together with upgrade kits and accessories, in an amount not to exceed Eighty-Eight Thousand Three-Hundred Twenty-One and no/100 Dollars (\$88,321.00), for the Streets & Engineering Department, per the attached Exhibit "A" and incorporated herein by reference, through the Sourcewell cooperative purchasing program pursuant to Idaho Code § 67-2807; and

WHEREAS, it is in the best interests of the City to purchase an Accubrine Automated Brine Production System, together with upgrade kits and accessories, through the Sourcewell cooperative purchasing program.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the purchase of an Accubrine Automated Brine Production System from Cargill Salt - Road Safety, together with upgrade kits and accessories, in an amount not to exceed Eighty-Eight Thousand Three-Hundred Twenty-One and no/100 Dollars (\$88,321.00), per the attached Exhibit "A" and incorporated herein by reference, through Sourcewell cooperative purchasing program pursuant Idaho Code § 67-2807, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized approve an agreement and modify the terms and conditions of the purchase to the extent the substantive provision of the purchase remain intact.

BE IT FURTHER RESOLVED that the Streets and Engineering Director is authorized to sign any agreement to complete the purchase, pursuant to the City's Purchasing Policy.

DATED this 6th day of May, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

was absent. Motion .



January 21, 2025

Coeur D'Alene Public Works
3800 North Ramsey Road
Coeur d'Alene, ID 83814
Justin Kimberling
Assistant Director, Streets and Engineering
jkimberling@cdaid.org
208-967-4317

RE: AccuBrine® brine maker

Cargill Salt – Road Safety is pleased to submit the following quote for your Brine Making Equipment needs. This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe. *Please note that Cargill may revoke this quote at any time.*

Item	Qty	Description (Single Phase)	Each	Extended
1	1	Brine Maker Sourcewell Pricing	\$46,545.00	\$46,545.00
2	1	Freshwater Screen Nozzle Upgrade Kit	\$1012.00	\$1,012.00
3	1	Legacy Salt Tank PT Upgrade Kit	\$750.00	\$750.00
4	1	100' 2" Suction Hose	\$980.00	980.00
5	1	ABS 1 Additive Blending Panel	\$27,878.00	\$27,878.00
		Installation, Training and Commissioning:		\$10,312.00
		Freight:		\$844.00
		Total:		\$88,321.00

Additional Notes, Description of Options:

1. Quote does not include taxes, if applicable.
2. The customer is responsible for providing salt to be used for testing and training.
3. This quote is for equipment powered with single-phase electrical service.
4. The number of hose kits could change after layout of brine maker equipment and storage tanks is finalized.
5. Coeur D'Alene Public Works will continue to use their Yellow Salt Hopper and not need to replace it.
6. Lead time for delivery is up to 60 (60) days.
7. City of Coeur D'Alene Sourcewell Membership # 68749
8. Cargill Sourcewell Contract #031423-CGI.

Terms and Conditions

The terms and conditions and full limited warranty statement for AccuBrine® brine maker are available upon request. The terms and conditions and full limited warranty statement shall constitute the sole terms and conditions governing any sale of an AccuBrine® automated brine maker entered into by the parties. No terms or conditions, other than those located at <https://www.cargill.com/doc/1432095426022/cargill-salt-terms-and-conditions.pdf>, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller. Seller's failure to object to such other terms and conditions shall not be deemed a waiver of those located at <https://www.cargill.com/doc/1432095426022/cargill-salt-terms-and-conditions.pdf>.

Confidentiality Notice: This message is intended only for the named recipient and may contain confidential, proprietary or legally privileged information. Unauthorized individuals or entities are not permitted access to this information. Any dissemination, distribution, or copying of this information is strictly prohibited. If you have received this message in error, please advise sender by reply e-mail, and delete this message and any attachments. Thank you.

Regards,

Jim Anderson

Jim Anderson
District Manager
Cargill Salt – Road Safety
jim_a_anderson@cargill.com
mobile: 612-812-0051

CARGILL AccuBrine® BRINE MAKER EQUIPMENT

V7.15.2024

GENERAL DESCRIPTION - BRINE MAKING System Specifications



This specification covers system models:

BRINE MAKER

- 100 & 200 GPM Models
- 30 Amp Single/Three Phase
- RTF, ABS, ABS2 Truck Filling add on modules

SALT HOPPER

CARGILL ACCUBRINE® BRINE MAKING EQUIPMENT

It is the intent of this document to provide specifications for a downward flow automatic brine production system(s) where the salt acts as a filter bed as the water moves down through to sump area and filter screen. The automatic brine production system(s) shall be capable of producing up to 6,000/6100 (Model dependent) gallons of brine per hour, (based on available water pressures and volume and bulk salt quality). The brine maker when purchased with other equipment and options is capable of producing a blended product by injecting up to three additives each with a ratio between 0 and 100%. Depending on the model(s) purchased, it is capable of remotely filling trucks with brine, blend or additive liquids, and recording truck fill data via a numerical password entry system. The system is capable of flushing all waste sediment collected in the bottom of the salt tank. Complete automation of brine production without the intervention of an operator after initial system start and automatically monitor and control brine concentration during production.

A full parts and labor warranty shall be provided for the first year starting upon delivery.

1. Salt Hopper

- 1.1 The salt hopper shall have a minimum capacity of 5 cubic yards.
- 1.2 The salt hopper shall hold approximately .75 cubic yards of sediment without interfering with brine outlet.
- 1.3 Minimum inside dumping width shall be no less than 120" inches.
- 1.4 The hopper shall be constructed of 16,000 lb tensile strength fiberglass and isophthalic resin.
- 1.5 All inside surfaces shall be coated with a ceramic resin .050" thick.
- 1.6 Vessel shall have structural integral ribs to limit flex to within 1" from full to empty.
- 1.7 Overall thickness of fiberglass and resin in the salt tank shall be .35" thick, structural areas such as ribs, corners and floor shall have additional layers of woven fiberglass matt for an overall thickness of .50"
- 1.8 Sediment collection area shall have a 15 degree slope towards a 12"X 12" sump to promote debris clean out.
- 1.9 For ease and expediency of cleaning accumulated sediment, the system shall be capable of being cleaned with the salt hopper full of salt by a process of opening sump outlet cap. Any salt tanks that require dumping of the hopper or trap doors for clean out shall be deemed unacceptable.
- 1.10 There shall be a 4" stainless steel bulkhead fitting and 4" ball valve for cleanout purposes.
- 1.11 All Valves, bulkhead fittings, etc. 1" and larger shall be bolted manifold type fittings.
- 1.12 There shall be a pressure transducer connected to the PLC to manage water flow into salt tank. These levels shall be adjustable from the HMI Interface and be adjustable to within 1 Gallon increments.

- 1.13 Transducer shall have an air capillary to the inside of salt hopper.
- 1.14 Vessel shall have 2" male cam-lock type fittings and on/off ball valves for hose connections (fresh water, brine return, brine outlet to pump).
- 1.15 All metallic items shall be 304 stainless steel.
- 1.16 Flow meter shall protect the pump from running without liquid
- 1.17 A 4" valve, male cam lever and cam lever cap shall be supplied to drain the salt tank of liquid and sediment.
- 1.18 Salt tank shall have a stainless steel debris screen located above the sump and sediment collection area
- 1.19 The screen shall have 3/16" diameter perforations.
- 1.20 To allow for maximum flow, the debris screen shall have 60 square feet of surface area.
- 1.21 Debris screen shall be capable of supporting 10,000 lb of salt evenly distributed across the total area.
- 1.22 Screen frame shall have six 3/8" diameter stainless steel eyebolts connected to a poly sling to allow removal of the screen from the tank for cleaning or maintenance purposes.
- 1.23 Accubrine brine maker machine will come complete with two 100 ft rolls of 2" EPDM rubber corrugated suction hose and appropriate fittings to connect the fresh water to the brine maker skid, and the brine maker skid to the salt mixing tank. Based on the number of storage tanks or the distance between the skid and the storage tanks, additional hose may be required for proper plumbing. Consult your Accubrine Sales or Technical Representative for more information and quotation.

2. Control System

- 2.2 The control system shall be a continuous brine production system to be located inside a climate controlled building with above freezing temperatures.
- 2.2 For customer's safety the main control panel shall be made up of two separate enclosures. The power enclosure has high voltage and is segregated from the control enclosure which has low voltage to allow the system to remain powered and safe while troubleshooting.
- 2.2.1 Single phase power option: The single phase power enclosure will require a customer supplied minimum 30A, 240VAC single phase electrical service with applicable junction box. Machine will be equipped with single-to-three phase variable frequency drive, receptacle, receptacle housing and plug along with disconnecting means. Customer will install Cargill supplied receptacle, receptacle housing and disconnecting means. The control panel will be equipped with 10 feet of SOOW type cord with matching plug.

- 2.2.2 Three phase power option: The three phase power enclosure will require a customer supplied 30A, 208VAC three phase electrical service and junction box. Machine will be equipped with receptacle, receptacle housing, plug and disconnecting means. Customer will install Cargill supplied receptacle, receptacle housing and disconnecting means. The control panel will be equipped with 10 feet of SOOW type cord with matching plug.
- 2.2.3 The PLC control panel shall be powered by a 24VDC power supply and shall house all low-voltage control components.
- 2.3 The brine maker frame will be constructed of either 304 SS 1/8" sheet thickness or fiberglass 1-3/4" square tubing with 3/16" wall thickness. 1-1/2" x 1-1/2" x 1/4" SS angle supports the 1" thick x 1-1/2" square fiberglass grating that the components are anchored to and fitted with a 304 brushed stainless-steel covers on the front, top and sides of the unit.
 - 2.3.1 The brine maker dimensions are 72" H x 34" W x 20" D
- 2.4 The Brine concentration sensor shall be equipped with an external temperature sensor for "real time" temperature compensation. It shall monitor the brine for temperature and automatically compensate brine concentration accordingly.
- 2.5 The brine concentration controller shall have the internal feature to be calibrated using a single point zero and saturated calibration method and setup using a 21-point concentration curve.
- 2.6 Brine concentration sensor shall be a toroidal type conductivity sensor and must be mounted in the supplied arrangement for it to work properly.
- 2.7 All brine exiting the salt tank shall pass over the brine concentration sensor that measures the conductivity of the sodium chloride brine where it is then equated to a concentration by weight.
- 2.8 System shall include an HMI with a color LCD touch screen display (7" diagonal 16:9 wide screen). Information on the display screen shall include, but not be limited to:
 - 2.8.1 Login screen that can be setup up for multiple individual users at different "access" levels.
 - 2.8.2 HMI screen will have a central "Home" screen for access to multiple functional screens depending on the model and options purchased.
 - 2.8.3 HMI will show graphic illustration of liquid flow during brine production process.
 - 2.8.4 The HMI has programming to allow the customer to input 20 ingredient blending recipes for the truck fill process and associate numbers with the blend.
 - 2.8.5 For system security the HMI programming has the ability to store 99 customer truck identification PIN's to prevent theft.
 - 2.8.6 For system and customer security the system is designed so that the customer admin can setup and manage operator access to the system.

- 2.9 Pressure transducer calibration shall be performed from the HMI interface located on the face of the machine. Programming parameters shall be password protected.
- 2.10 The programmable logic controller (PLC) shall have a non-volatile memory with SD Flashcard back up of programming and all custom user settings.
- 2.11 As the brine concentration is pumped from the salt tank, the brine shall be monitored for the desired concentration. Systems requiring an operator to manually test brine concentration will be deemed unacceptable.
- 2.12 If the brine concentration is above the target brine concentration, the brine shall be automatically corrected via an automatic proportional dilute valve that is PID controlled to add the proper volume of fresh water to achieve the target concentration as it is being sent to the brine storage tank.
- 2.13 When brine is at the desired concentration the brine will automatically be diverted to pre-designated storage tank.
- 2.14 In the event that the concentration is below the minimum desired concentration, the system shall automatically divert brine to the salt tank for subsequent passes through the salt bed to achieve the desired concentration.
- 2.15 The control system shall be configured to accept a signal from a pressure transducer located in a storage tank to automatically stop brine production when tank is full, or by flowmeter when production batch is complete.
- 2.16 Control system shall use a flowmeter to measure total gallons of brine produced and calculate the approximate quantity of water used and salt used daily and seasonally for record keeping purposes.
- 2.17 The control system will allow the customer to set a customized recirculation schedule based on wall clock timing for 15 minute intervals. The pump "on" and "off" times shall be programmable to desired parameters via the HMI. This feature may only be available with certain options.
- 2.18 Electrical power panels shall be UL listed.
- 2.19 The system shall be completely self-diagnostic to include the pump, electrical valves and input signals from other electrical components.
- 2.20 All electric valves and sensors shall communicate with the PLC controller to confirm the current state and operation.
- 2.21 In the event of a component failure, the system shall automatically shut down and inform the operator of the specific failure via event driven indication.
- 2.22 All wetted parts shall be of manifold type polypropylene rated for 150 psi.
- 2.23 All cables from each electrical component housed on the brine maker will be IP69 High water pressure rate or housed in flexible seal tight and non-corrosive PVC conduit from the

component to the either the power or control enclosures mounted on the brine maker support frame.

3. Mechanical Components

- 3.1 Pump shall be constructed of cast 304 stainless steel with a stainless steel shaft and impeller.
- 3.2 Electric pump motor shall be thermally protected 5 hp close-coupled pump.
- 3.3 Pump seals shall be constructed of carbon/ceramic faces, Viton elastomers and stainless metals.
- 3.4 Pump shall be rated for 100/200gpm (model dependent) @ approximately 60 ft of head
- 3.5 Dilute circuit shall have a 1-1/4" analog control valve for controlling brine concentration proportional to the conductivity output via PID instruction.
- 3.6 Pump shall be "close-coupled" connection to the motor
- 3.7 All fittings and valves shall be manifold type polypropylene.
- 3.8 Wetted components shall be kept to a minimum; all steel components shall be constructed of 304-grade stainless steel.
- 3.9 All fasteners shall be constructed of stainless steel.

4. RTF, ABS, ABS2 Truck Fill Add On Modules

- 4.1 RTF is for truck filling brine only or 1 product, ABS,.
- 4.2 ABS is for truck filling with 2 products in a stacking method. Such as brine and 1 additive.
- 4.3 ABS2 is for truck filling with 3 products in a stacking method. Such as Brine, additive 1 and additive 2.
- 4.4 RTF, ABS and ABS2 will utilize the level sensor in the brine tank and fill based on flow meter rate
- 4.5 The AccuBrine PLC shall control the RTF, ABS, and ABS2 options.
- 4.6 RTF, ABS and ABS2 will use AccuBrine pump and controls
- 4.7 All fittings and valves shall be manifold type polypropylene.
- 4.8 Wetted components shall be kept to a minimum; all steel components shall be constructed of 304-grade stainless steel.
- 4.9 All fasteners shall be constructed of stainless steel.



Date: 3.3.2020

To whom it may concern:

RE: AccuBrine Legacy Unit Banjo Valves & Actuators

Dear AccuBrine Customer,

This letter is to inform that you that the valves and actuators for the MEV220BL243D (Tank Valve), MEV220CF243D (Water Valve & Panel Valves), MEV100CF243D (Dilute Valves) and MEV220SL243D (Remote Fill Valve) which control fluid direction on the AccuBrine Legacy Units, made by Banjo Corporation, have been discontinued and are no longer in production. This means that Cargill support for Banjo Valves on AccuBrine Legacy units has ended on 3.1.2019 as we can no longer acquire the components.

Cargill wants you to have peace of mind that your older equipment will be supported by our technical team.

We know it's critical for you to maximize your investment in your Accubrine System. However as products approach the end of their expected life, the availability of parts and resources become more difficult to obtain. As you develop your modernization plan, you may still need to account for older equipment. If you do need more time and adopt a "phased migration" approach, we are there to support your Legacy AccuBrine while you migrate. Support can include spare parts, technical support and preventive maintenance programs as depicted below to help prolong the life of your Legacy AccuBrine machine.

Cargill still offers the following Ancillary Parts support for your machine:

A modernization roadmap will help determine when and how to modernize your brine making system. Your Cargill sales representative can help you determine the best approach if you choose to migrate from the Legacy AccuBrine to the Legacy Upgrade System or the NXT-Gen Brine maker and/or V2 Truck filling systems.

We appreciate your business and look forward to providing you with quality products and excellent customer service now and in the future.

Thanks and Best Regards,
AccuBrine Support Team



Date: 7.19.2019

RE: AccuBrine Legacy Unit PLC controller & Walchem conductivity meter End of Life

This letter is to inform that you that the Twido PLC Controller which controls the AccuBrine Legacy Units, made by Schneider Electric, has been discontinued and is no longer in production. At this time Schneider Electric does not offer a direct replacement for the Twido PLC Controller. This means that Cargill support for the controller hardware has ended on 4.1.2019 as we can no longer acquire the component. In addition, the Walchem conductivity meter which monitors salinity for the AccuBrine Legacy Units, made by Walchem IWAKI America, has also been discontinued and is no longer in production.

Cargill wants you to have peace of mind that your older equipment will be supported by our technical team.

We know it's critical for you to maximize your investment in your Accubrine System. However as products approach the end of their expected life, the availability of parts and resources become more difficult to obtain. As you develop your modernization plan, you may still need to account for older equipment. If you do need more time and adopt a "phased migration" approach, we are there to support your Legacy AccuBrine while you migrate. Support can include spare parts, technical support and preventive maintenance programs as depicted below to help prolong the life of your Legacy AccuBrine machine.

Cargill still offers the following Ancillary Parts support for your machine.

A modernization roadmap will help determine when and how to modernize your brine making system. Your Cargill sales representative can help you determine the best approach if you choose to migrate from the Legacy AccuBrine to the Legacy Upgrade System or the NXT-Gen Brine maker and Truck filling system along with blending capabilities.

We appreciate your business and look forward to providing you with quality products and excellent customer service now and in the future.

Thanks and Best Regards,
AccuBrine Support Team

**CITY COUNCIL
STAFF REPORT**

DATE: May 6, 2025
FROM: JUSTING KIMBERLING, STREETS & ENGINEERING,
ASSISTANT DIRECTOR
SUBJECT: CHANGE ORDER FOR THE 2025 MILL & INLAY PROJECT

DECISION POINT: Should Council approve Change Order #1 for the 2025 Mill & Inlay Project Contract with Interstate Concrete & Asphalt in the amount of Two Hundred Eighty-Three Thousand, Seven Hundred Thirty and 65/100 Dollars (\$283,730.65)?

HISTORY: Since the 2025 Mill and Inlay Project received a favorable low bid, additional budgeted money is available to address other deteriorating streets. Streets & Engineering staff approached Interstate Concrete and Asphalt regarding a potential change order to add St. Michelle Drive, an additional block of 4th Street, and one block of Birch Street. This gives the City an opportunity to make a bigger impact on pavement restoration while staying within budget.

FINANCIAL ANALYSIS: The low bid of \$735,467.30 awarded to Interstate is significantly below the Overlay and Chipseal budget amount. Awarding this change order will address more deteriorating pavement while remaining within budget.

PERFORMANCE ANALYSIS: The award of this change order allows Interstate Concrete & Asphalt to resurface additional deteriorating roadway before the pavement conditions drop to critical levels that would require complete reconstruction.

RECOMMENDATION: Council should approve Change Order #1 to Interstate Concrete & Asphalt for the 2025 Mill & Inlay Project in the amount of \$283,730.65.

2025 Mill and Inlay Change Order



Justin Kimberling, Streets & Engineering Associate Director





2025 Overlay & Chipseal Projects

Staff recommends the awarding of the change order for the 2025 Mill & Inlay contract to Interstate Concrete & Asphalt for \$283,730.65

RESOLUTION NO. 25-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH INTERSTATE CONCRETE AND ASPHALT COMPANY, FOR THE 2025 MILL & INLAY PROJECT, IN THE AMOUNT OF TWO HUNDRED EIGHTY-THREE THOUSAND, SEVEN HUNDRED THIRTY AND 65/100 DOLLARS (\$283,730.65).

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 25-016, entered into a Contract, dated the 15th day of April, 2025, with Interstate Concrete and Asphalt Company in the amount of Seven Hundred Thirty-Five Thousand, Four Hundred Sixty-Seven And 30/100 Dollars (\$735,467.30) for the 2025 Mill & Inlay Project, pursuant to advertised bidding specifications; and

WHEREAS, it has been determined that modification to the scope of work would be prudent and feasible, and the Streets & Engineering Department requested that Council approve Change Order #1 to the Contract in the amount of Two Hundred Eighty-Three Thousand, Seven Hundred Thirty and 65/100 Dollars (\$283,730.65), a copy of which change order is attached hereto marked Exhibit "A" and by reference made a part hereof, thereby increasing the total contract price to One Million Nineteen Thousand One Hundred Ninety-Seven and 95/100 Dollars (\$1,019,197.95); and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve Change Order #1.

NOW, THEREFORE,

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene hereby approve Change Order #1, increasing the scope of the original specifications for the Contract with Interstate Concrete and Asphalt Company, as set forth above, a copy of which Change Order #1 is attached hereto as Exhibit "A" and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such Change Order on behalf of the City of Coeur d'Alene.

DATED this 6th day of May, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

INTERSTATE

CONCRETE & ASPHALT

"An Equal Opportunity Employer"

CDA Branch:
8849 W. Wyoming
Rathdrum, ID 83858
208.765.1144
Fax: 208.687.4597

Sandpoint Branch:
PO Box 1113
Sandpoint, ID 83864
208.263.0538
Fax: 208.263.5430

Idaho Contractor Registration #RCE-1593
Idaho Public Works #PWC-C-12090
Washington Contractor Registration #INTERCC137RU

To:	CITY OF COEUR D'ALENE	Contact:	
Address:	710 MULLAN AVE COEUR D'ALENE, ID 83814	Phone:	(208) 769-2300
		Fax:	(208) 769-2284
Project Name:	City Of CDA 2025 Mill And Inlay Change Order #1	Bid Number:	
Project Location:	St Michelle/ Birch And 4th, Coeur D Alene, ID	Bid Date:	4/28/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2" Asphalt Overlay ITD SP-3 (1/2") St Michelle	10,945.00	SY	\$10.95	\$119,847.75
2	Manhole Frame And Cover Adjustments St Michelle	11.00	EACH	\$1,763.20	\$19,395.20
3	Valve Box Adjustment St Michelle	22.00	EACH	\$664.50	\$14,619.00
4	Cold Milling St Michelle	10,945.00	SY	\$1.65	\$18,059.25
5	Construction Traffic Control St Michelle	1.00	LS	\$16,717.40	\$16,717.40
6	Mobilization St Michelle	1.00	LS	\$13,398.15	\$13,398.15
7	2" Asphalt Overlay ITD SP-3 (1/2") Birch 3rd To 4th/ 4th From Birch To Harrison	3,780.00	SY	\$11.35	\$42,903.00
8	Manhole Frame And Cover Adjustments Birch 3rd To 4th/ 4th From Birch To Harrison	3.00	EACH	\$1,261.70	\$3,785.10
9	Catch Basin Adjustment Birch 3rd To 4th/ 4th From Birch To Harrison	4.00	EACH	\$1,012.75	\$4,051.00
10	Valve Box Adjustment Birch 3rd To 4th/ 4th From Birch To Harrison	6.00	EACH	\$757.50	\$4,545.00
11	Cold Milling Birch 3rd To 4th/ 4th From Birch To Harrison	3,780.00	SY	\$2.65	\$10,017.00
12	Construction Traffic Control 4th Birch	1.00	LS	\$8,933.50	\$8,933.50
13	Mobilization Birch 3rd To 4th/ 4th From Birch To Harrison	1.00	LS	\$7,459.30	\$7,459.30

Total Bid Price: \$283,730.65

Notes:

- EXCLUSIONS: ALL SUBGRADE, TESTING AND ENGINEERING, SURVEYING AND LAYOUT, STRIPING AND SIGNAGE, PERMITS, TRAFFIC CONTROL, UTILITY ADJUSTMENTS, SAWCUTTING, AND ROCK UNDER CONCRETE.
- * Alterations or changes to the above scope of work, executed at the customers request, will become an extra charge over and above the estimate.
- * All work will be completed in a workmanlike manner according to standard practice. All materials used shall meet standard industry specifications.
- * Any controversy or disagreement arising from this contract will be subject to binding arbitration in Coeur d'Alene, Idaho pursuant to the construction industry arbitration rules of the American Arbitration Association.
- * The customer shall make sure that all underground utilities are below sub-grade. Interstate will not assume responsibility for damage to underground utilities when our work includes grading, crushed rock and asphalt paving only.
- * Proposal assumes that project has reasonable and safe access to perform work. ICA will not be liable for damage to existing concrete and amenities do to construction and/or access with equipment.
- * Work will be commenced and completed at the sole discretion of Interstate based upon weather and soil conditions.
- * Payment is due upon substantial completion unless other acceptable arrangements have been made. Failure to make payment within 30 days shall constitute default and the customer promises and agrees to pay a late charge of one and one half percent (1 1/2%) per month of the amount due. The customer agrees to pay all cost of collection including reasonable attorney's fees. The customer agrees to pay a flat fee of \$200.00 or related attorney's fees, whichever is greater, if Interstate files a lien on the improved property to secure payment.
- * Proposal includes a one year limited warranty that covers workmanship and materials provided by Interstate Concrete and asphalt. Warranty coverage excludes damage resulting from unsuitable soil conditions, unforeseen underground drainage issues and damage directly resulting from negligent activities by others.
- Subgrade to be prepared and ready for rock by others.
- Existing subgrade conditions are unknown, if subgrade is unsuitable or yielding, additional costs may be incurred by owner for associated work for repairs
- Quote may be withdrawn if not accepted within 15 days.

- Our seasonal shut down for maintenance of the asphalt hot mix plant is from November 20th Through April 1st. Mix will not be available after November 20th. Temperatures must be warm enough for mix to be transported from our Wyoming Plant to the job site and placed.
- 50% down payment required prior to scheduling and remaining 50% due within 30 days of completion
- Due to the volatility of the oil market, Interstate Concrete and Asphalt reserves the right to negotiate pricing if contract is not performed in the initial agreed upon timeline.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

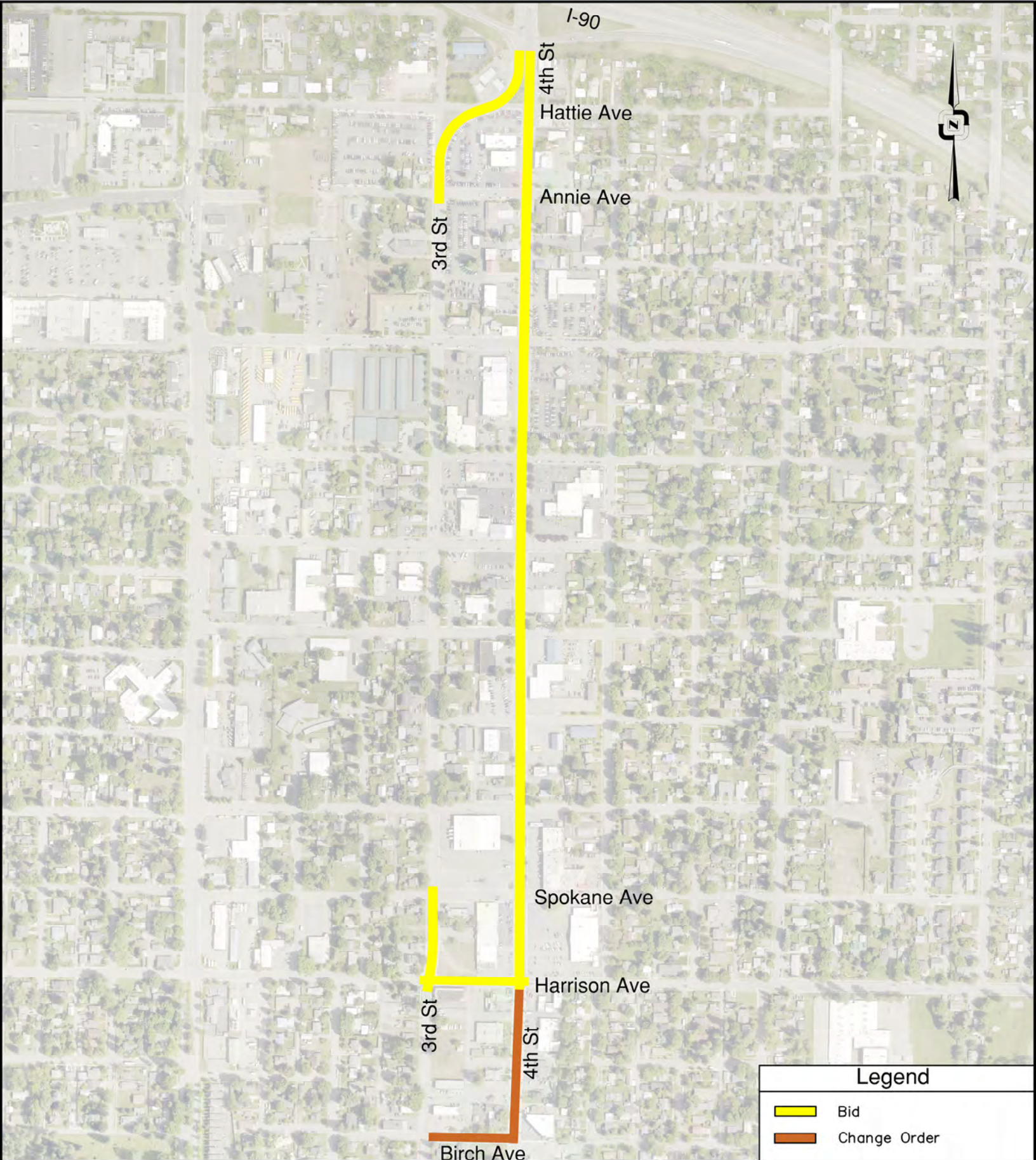
Date of Acceptance: _____

CONFIRMED:



Interstate Concrete & Asphalt

Authorized Signature: _____

Estimator: Hayden Price
hayden.price@interstate-ica.com



Legend

-  Bid
-  Change Order

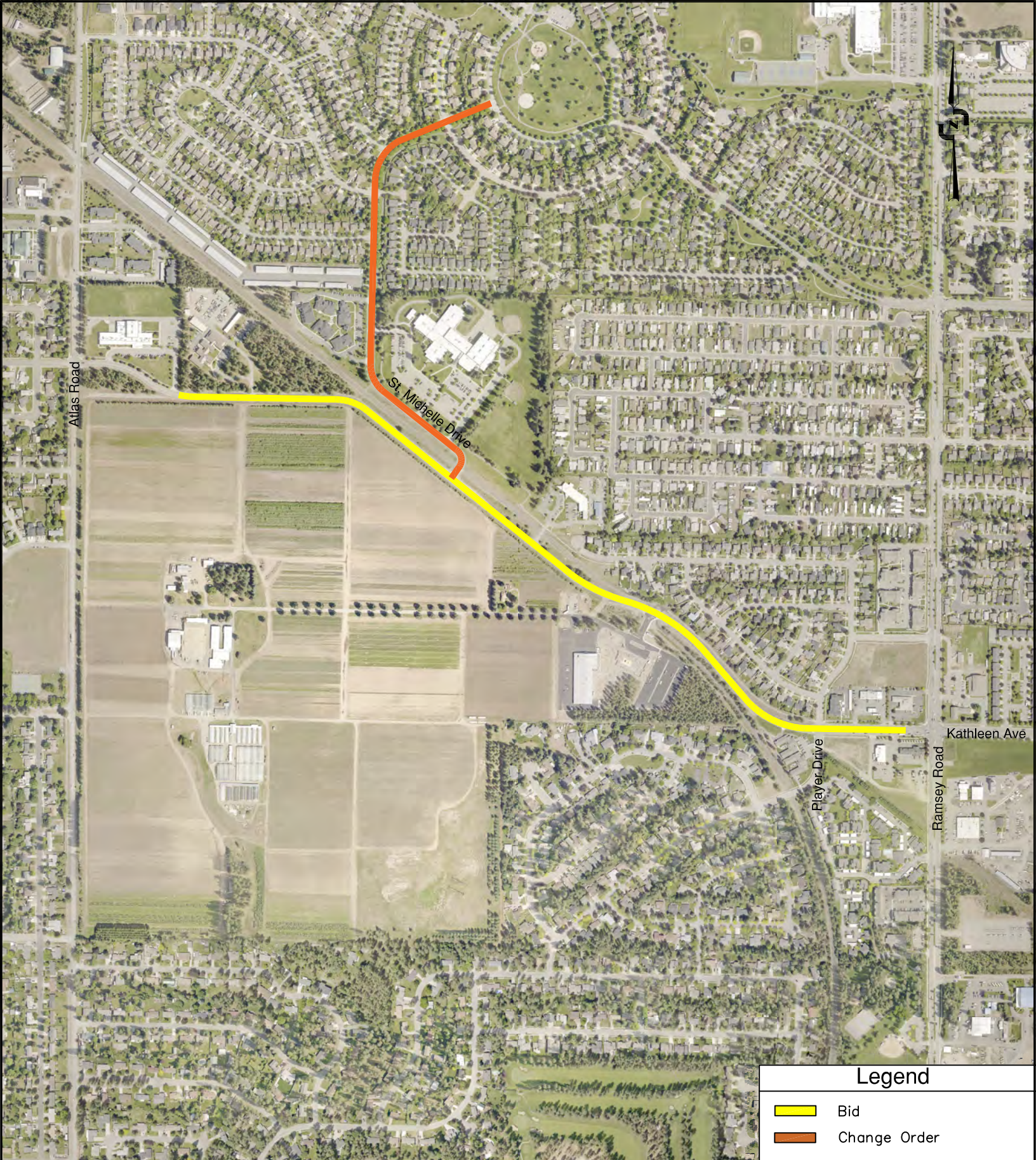


Streets & Engineering Department



2025 Mill & Inlay Project

City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814
www.cdaid.org

DRAWN BY: C. BOSLEY
CHECKED BY: T. FEUSIER
DWG NAME: OVERLAY MAP
DATE: 4/23/2025
SHEET NO: 1 OF 2



Legend

-  Bid
-  Change Order



Streets & Engineering Department

2025 Mill & Inlay Project

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DRAWN BY: C. BOSLEY
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DWG NAME: OVERLAY MAP
DATE: 4/23/2025
SHEET NO: 2 OF 2