

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

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 will not normally allow audience participation at any other time.

February 3, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Terese Fandel: Community of the Holy Spirit

C. PLEDGE OF ALLEGIANCE

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

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

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

F. ANNOUNCEMENTS:

1. City Council
2. Mayor - Appointment of Dan Sheckler to the Pedestrian Bicycle Committee; Tonya Coppedge to the Library Board; Will Ahmer to the Urban Forestry Committee as a Student Representative Alternate; Abby Light, Lindsey Sichelstiel, and Sally Shortridge to the Arts Commission.

G. 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 January 20, 2026 Council Meeting.
2. Approval of Public Works Committee Meeting Minutes from the January 26, 2026 meeting.
3. Setting of the February 9, 2026 General Services Committee Meeting.
4. Approval of Bills as Submitted.
5. Approval of Final Plat - SS-23-01, Merk Homes; located at 1724 E. Pennsylvania Ave
6. Appointment of Katharine Ebner to the Coeur d'Alene Employee Benefits Trust Board

Recommended by the Coeur d'Alene Employee Benefit's Trust Board

7. Resolution No. 26-008

- a. Approval of S-1-20; Coeur d'Alene Place 40th Addition: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement; Landscape Work Agreement and Security
- b. Acceptance of the grant of easement for a sidewalk at the Faith Walk Fitness Park on Atlas Road
- c. Acceptance of a deed for grant of a multiuse path easement to the City of Coeur d'Alene for a multiuse path realignment at 3700 W. Seltice Way.

As Recommended by the City Engineer

H. OTHER BUSINESS:

1. **Resolution No. 26-009** - Declaration that a portion of Tax # 24207, which is public property located behind 3700 W. Seltice Way, is not used for public purposes, declaration that the value of that portion of public property is \$85,000.00, and setting a public hearing for **March 3, 2026**, in order to exchange that property for improvements to the City's real property, to be completed and paid for by Glacier 3700 Seltice, LLC.

**Staff Report by: Monte McCully, Trails Coordinator and
Hilary Patterson, Community Planning Director**

2. Presentation regarding Fire Station Location/ Fire & EMS Deployment Study conducted by ESCi (Emergency Services Consulting International)

Presented by: Tom Greif, Fire Chief and Richard Curtis ESCI

3. **Resolution No. 26-010** – Approving an Agreement Authorizing Wastewater Service Outside City Limits with Steve and Tama Meyer, David and Bridgette Anderson-Dunn, Casey McCormick and Julia McCormick, Tim and Melissa Fink, Brian and Tami Vandergrift, Garrett Theriot, and Andreas and Michelle John, in the French Gulch area.

Staff Report by: Mike Anderson, Wastewater Director

4. Approving a Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term (2026, 2027, and 2028), and approving the Third Amendment to the Host Venue Agreement with World Triathlon Corporation and the North Idaho Sports Commission for the Ironman®-Branded triathlon event for 2026.

Staff Report by: Renata McLeod, Municipal Services Director

- a. **Resolution No. 26-011** - Approving a Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term (2026-2028).
- b. **Resolution No. 26-012** – Approving Third Amendment to the Host Venue Agreement with World Triathlon Corporation and the North Idaho Sports Commission for the Ironman®-Branded triathlon event for 2026.
5. **Resolution No. 26-013** – Approving a Memorandum of Understanding with Specialized Needs Recreation for the reservation of property at Cherry Hill Park for construction of a recreational facility.

Staff Report by: Adam Rouse, Recreation Superintendent and Lindsay Patterson, Specialized Needs Recreation Executive Director

6. **Resolution No. 26-014** – Approving a Memorandum of Understanding with North Idaho College for Use of Memorial Field Softball Facilities for a term of 3 years.

Staff Report by: Adam Rouse, Recreation Superintendent

7. **Council Bill No. 26-1000** – Repealing Chapter 2.66 - Parking Commission, and approval of the amendments to §4.15.040 - Parking Regulations For All Public Facilities, Coeur d'Alene Municipal Code.

Staff Report by: Troy Tymesen, City Administrator

I. EXECUTIVE SESSION

8. **Resolution No. 26-015** – Approving a Professional Services Agreement with Ronald G. Jacobson to perform City Administrator duties.

Staff Report by: Mayor Dan Gookin

J. ADJOURN:

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

Coeur d'Alene

CITY COUNCIL MEETING

February 3, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor

Council Members English, Evans, Miller, Wood, Gabriel, Scheckler

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: JANUARY 14, 2026

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the January 20, 2026, Council Meeting:

TONYA COPPEDGE

LIBRARY BOARD (Appointment)

WILL AHMER

URBAN FORESTRY COMMITTEE
(Alternate Student Representative)

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

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Elizabeth Westenburg, Library Board Liaison
Monte McCully, Urban Forestry Committee Liaison

MEMO TO COUNCIL

DATE: JANUARY 28, 2026

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the February 3, 2026 Council Meeting:

ABBY LIGHT	ARTS COMMISSION (Reappointment)
LINDSEY SICHELSTIEL	ARTS COMMISSION (Reappointment)
SALLY SHORTRIDGE	ARTS COMMISSION (Reappointment)

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

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Troy Tymesen, Liaison for the Arts Commission

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

January 20, 2026

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 January 20, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

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

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

INVOCATION: John Padula of Set Apart Discipleship provided the invocation.

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

AMENDMENT TO THE AGENDA: MOTION: Motion by Evans, seconded by Wood, to amend the agenda to make Item F2 Appointment of Dan Sheckler to Council Seat #3 an "Action Item," as required by law, as it was inadvertently not labeled as such. An emergency is declared because this action is necessary in order for the City to complete its agenda with a full Council. Mayor Gookin added that the appointments of Tonya Coppedge to the Library Board and Will Ahmer as Alternate Student Representative to the Urban Forestry Committee will be taken up at the next Council meeting on February 3, 2026, for the same reason; however, those items do not constitute an emergency.

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

PUBLIC COMMENTS:

Brian Seguin, Coeur d'Alene, expressed strong concern over the Kootenai County Republican Central Committee's choice of former Congressman Matt Gaetz as the keynote speaker for the 2026 Lincoln Day Dinner. He noted that selecting Gaetz represents a troubling departure from the values and standards expected of prominent community events. He urged organizers to consider the message being conveyed to youth, families, and the broader community when someone with a documented history of problematic behavior is given audience.

Tom Sanner, Coeur d'Alene, noted concern from a moral standpoint, noting his discomfort with a proclamation issued by the Mayor regarding Charlie Kirk and how it reflects on the City's moral values. He emphasized that moral expression matters, particularly in light of the discussion surrounding Matt Gaetz. He clarified that he was not opposing free speech but questioning why moral judgment is embraced when it is symbolic yet dismissed when it becomes uncomfortable. He urged city leadership to demonstrate moral coherence.

Bridget Hill, Coeur d'Alene, shared that she received email information earlier today indicating Republic Services would begin garbage service from the alleys again. She requested continued communication as the situation develops, including updates on Republic's timeline and any remediation work planned in the alleys.

Gabe Eckert, Coeur d'Alene, spoke in support of Resolution No. 26-005, noting that the Fire Department is experiencing significant transition and that this moment presents an important opportunity to restructure. He encouraged the Council to move forward with the proposed reorganized structure and voiced his hope for their full support.

Dylan Hughes, Coeur d'Alene, spoke in support of the potential sale of the Harbor Center property, and urged the City to fully explore this option as a viable opportunity to transform the surrounding area. He emphasized the importance of maintaining transparency throughout the process, particularly regarding the university's intentions for the site, and expressed concern over public access that could be restricted if the sale proceeds without careful oversight.

Ken Murphy, Coeur d'Alene, raised concerns about the recent issues with alley garbage service, questioning how the alleys became impassable after 14 years of functioning without problems and questioned what had changed to cause the sudden disruption in service.

ANNOUNCEMENTS:

Councilmember Miller reported that she attended the North Idaho Building Contractors Association (NIBCA) Joint Government meeting earlier today. She noted that the meeting was very well attended and featured the new Mayor of Post Falls as the guest speaker, who shared insightful new visions for revitalizing downtown Post Falls and advancing attainable housing initiatives. Councilmember Miller also announced that next month's speaker for the February 17 meeting will be Mayor Dan Gookin.

Councilmember English noted that the Mayor and two Councilmembers are named Dan; and remarked that he is willing to resume using the nickname "Butch," as he has in the past, to avoid confusion.

Mayor Gookin requested the appointment of Dan Sheckler to Council Seat #3.

MOTION: Motion by Evans, seconded by Miller, to confirm the appointment of Dan Sheckler to Council Seat #3.

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

The Oath of Office for Councilmember Dan Sheckler was administered by City Clerk Renata McLeod.

RECESS: Mayor Gookin called for a recess at 6:19p.m. The meeting was reconvened at 6:26p.m.

Mayor Gookin announced the current vacancies in the City Board and Committees such as in the Arts Commission, CDA-TV, Historic Preservation Commission, Parking Commission, Pedestrian Bicycle Advisory Committee, Personnel Appeals Board, and Urban Forestry Committee. He noted that some of the vacancies have specific requirements to be filled. Application details are posted on the city website volunteer page [City of Coeur d'Alene - Volunteer Opportunities](#).

CONSENT CALENDAR:

1. Approval of Council Minutes for the January 6 and 8, 2026 Council Meetings.
2. Approval of the January 12, 2026 General Services Committee Minutes.
3. Setting of the January 26, 2026 Public Works Committee Meeting.
4. Setting of public hearing for **March 3, 2026** - A-1-26 – a request for Annexation by: Aspen Homes and Development, LLC for a 1.937-acre parcel from County Ag-Suburban to City R-3 (Residential at 3 units per acre) located at 2739 E. Thomas Lane, Coeur d'Alene, ID 83815
5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of **Resolution No. 26-004** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: A SOLE SOURCE PURCHASE OF EXTRA COURSE KILN DRIED BRINE SALT FROM CRAPO LTD PER IDAHO CODE§ 67-2808(2)(A); AND RATIFICATION OF THE PURCHASE OF OR EXPENDITURES FOR INVOICES FROM WASTEWATER, STREETS & ENGINEERING, AND THE FIRE DEPARTMENT.

MOTION: Motion by Evans, seconded by Wood, to approve the Consent Calendar as presented, including **Resolution No. 26-004**.

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

RESOLUTION NO. 26-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), ESTABLISHING A DIVISION CHIEF RANK AND COMPENSATION, AS WELL PROVIDING FOR THE RE-ORGANIZED STRUCTURE OF THE DEPARTMENT.

STAFF REPORT: Fire Chief Tom Greif provided an overview of a proposed reorganization within the Fire Department administrative command staff structure following the historical transition of the Division Chief/EMS role to an exempt Deputy Fire Chief approximately sixteen years ago, and the subsequent establishment of an EMS Officer classification in 2020. With the

EMS Officer position now vacant and the upcoming retirements of two Deputy Fire Chiefs and the Fire Chief in 2026, the department proposes restructuring the EMS Officer role into a Division Chief position overseeing EMS, Training, and Logistics, compensated at a converted 40-hour Captain wage. Through attrition, the exempt Deputy Fire Chief roles would be replaced with an exempt Assistant Fire Chief and hourly Division Chiefs. The amended agreement adds the Division Chief classification, an availability/on-call pay structure, a \$5.00 per hour paramedic stipend for the EMS Division Chief, and an HRA VEBA benefit. The financial impact reflects updated salary ranges, with an anticipated annual budget increase of approximately \$56,103, including the proposed Assistant Fire Chief position for transparency. Chief Greif noted that the changes align with industry standards, support succession planning, and improve internal career pathways. He requested City Council to approve the amendments to the International Association of Firefighters Local 710 Agreement to establish the Division Chief rank, compensation, and the proposed reorganizational structure.

DISCUSSION: Mayor Gookin asked whether the proposed organizational structure is typical for fire departments. Chief Greif responded that “typical” is not necessarily the right term, as the structure largely depends on the size of the department, larger agencies tend to have more layers. He explained that he consulted with departments of similar size and found that having an exempt management layer is important. Chief Greif added that, in his discussion with Councilmember Wood, they reviewed the progressive discipline and internal investigation processes, which would remain in place, and emphasized that maintaining the Assistant Chief and Fire Marshal positions is essential to the department’s overall structure. Councilmember Wood thanked Chief Greif and Mr. Gabe Eckert for the time they rendered addressing her questions, noting that she was initially concerned about establishing clear lines of authority. She stated that, with the progressive discipline process remaining under the responsibility of the Assistant Chief and the Fire Chief, she is now comfortable with the structure with the union in the proper role to represent their members. She added that bringing up the importance of EMS within the organization is appropriate and further strengthens the clarity of roles. Councilmember Gabriel remarked that the development of an EMS position began well before COVID-19. He thanked Chief Greif for the perfect foresight. Chief Greif further explained that simply adding more responsibilities to top leadership is not an effective model for the department. Instead, the proposed structure creates a sustainable framework that supports internal advancement and encourages line personnel to move up within the organization.

MOTION: Motion by Gabriel, seconded by Miller, to approve **Resolution No. 26-005** - Approving Amendment No. 1 to the Agreement between the City and the Coeur d’Alene Firefighters Local No. 710, International Association of Firefighters, establishing a Division Chief rank and compensation, as well as the proposed re-organized structure of the Department.

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

RESOLUTION NO. 26-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BESTDAYHR FOR CITYWIDE CLASSIFICATION AND COMPENSATION STUDY.

STAFF REPORT: Human Resources Director Melissa Tosi noted that the City's last comprehensive classification and compensation study was completed in 2017, and due to significant job market changes and the increasing difficulty of evaluating classifications individually, a new city-wide study is now recommended. The proposed project, to be conducted by BestDay HR, will include reviewing all pay grades for compression or misalignment, evaluating fire and police pay structures and ranks, and analyzing police specialty pay, culminating in updated wage ranges, job matches, and recommendations within a three-month timeline. The total project cost is \$55,000, with \$30,000 already budgeted and the remaining amount to be covered through Human Resources savings and prior unused allocations. Ms. Tosi stated that the study will improve market competitiveness, internal equity, and organizational effectiveness and has been discussed with all three bargaining groups. LCEA agrees to support a wage study to be performed by a consultant chosen by the City, the CDA Firefighters Local 710 agree to participate in the study, and the Police Officer Association also supports the study to review represented police positions.

DISCUSSION: Mayor Gookin noted that the consultant's study is expected to take three months and asked when the work would begin. Ms. Tosi responded that the consultant is prepared to start as soon as the agreement is signed. Mayor Gookin added that the LCEA contract includes a requirement for approval by June 30, and Ms. Tosi confirmed that the project timeline will allow them to meet that deadline. Councilmember Wood explained that although she had considered a counterproposal, the City previously agreed with LCEA to use a consultant, and she supports moving forward with the wage study, noting that it will provide valuable information. She emphasized the need for a strategic plan to address how the City will respond if the study shows wages are below market and suggested that the Council direct staff to develop a five-year strategic plan to implement this, including exploring shared-resource opportunities with local entities. She added that Post Falls is also conducting a wage study. Ms. Tosi added that she had spoken with the Post Falls HR Director, who reported that their initial consultant fell through in recent months, but they have since secured a new private-sector consultant to move forward with their study. Ms. Tosi expressed confidence in the consultant selected for Coeur d'Alene. Mayor Gookin stated that the implementation plan could be incorporated into the Council's strategic planning session in April.

Councilmember Miller asked whether the consultant would be providing recommendations for implementing the study results. Ms. Tosi confirmed this, explaining that the consultants understand some cities face budget limitations and will present various implementation strategies based on what the City can afford. She noted that while the City has always been able to implement past classification and compensation studies, the recent market has been unusual, and this year's results may look different. Implementation could potentially occur over multiple years. Ms. Tosi agreed that a five-year outlook is appropriate, adding that collective bargaining agreements typically include market adjustments that help keep compensation current. She emphasized that maintaining a competitive pay plan requires ongoing adjustments as part of the broader five-year strategic plan.

Councilmember English expressed his support for the proposal, noting that the study is a routine and necessary part of maintaining a good organizational model. He noted that, while the cost is small within overall personnel expenses, it is essential to stay current with market changes and have the information needed to make informed decisions.

Councilmember Sheckler asked why the study focuses only on base salary and wages rather than including benefits, bonuses, or total compensation. Ms. Tosi explained that while past studies have included benefit information, the consultant's analysis has not been particularly useful, as it typically provides only a general comparison of what other cities offer; information that is relatively easy for staff to compile internally. She added that Coeur d'Alene's benefits are a strong competitive advantage, often helping offset slightly lower wages. For these reasons, the benefits component was excluded from the consultant's scope.

MOTION: Motion by Evans, seconded by English, to adopt **Resolution No. 26-006**, approving a Professional Services Agreement with BestDayHR for a Citywide classification and compensation study.

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

RESOLUTION NO. 26-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2025 - 2026 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS IN THE AMOUNT OF \$319,800.00.

STAFF REPORT: Wastewater Director Mike Anderson noted that the Wastewater Utility annually prioritizes replacement and rehabilitation of aging sewer infrastructure, with this year's key project being upgrades to the Mill River Sewer Pump Station, designed in the prior year to address current and future flow needs. Following a 2025 qualifications-based selection process under Idaho Code §67-2320, J-U-B Engineers, Inc. was identified as the most qualified provider and is recommended for a contract covering the 2025/2026 Wastewater Collection System Capital Improvements Projects. The proposed scope totals \$319,800 for project management, the Mill River Lift Station improvements, and a management reserve. With \$900,000 budgeted for FY 25/26 and a \$315,000 underspend from the prior year, adequate funding without requiring a budget amendment is anticipated. The improvements will enhance capacity, support anticipated growth, and improve system reliability.

DISCUSSION: Mr. Anderson clarified that the site is near the Honda dealership along Seltice Way and noted that nearby residents will experience some impact when entering and exiting their neighborhood due to lane work. However, he emphasized that the disruption should be limited to that immediate community, and the main pipeline running under Seltice Way is in good condition and will not require work, which will help minimize broader traffic impacts. Councilmember Wood asked about the project's timeline, and Mr. Anderson explained that they plan to go out for bid in March, start work around May, and finish within the construction season, with asphalt completed

before the plant closes. Councilmember Gabriel asked whether the project is part of the department's broader strategic plan, which Mr. Anderson confirmed, noting they had anticipated the need and set aside funding.

MOTION: Motion by Gabriel, seconded by Wood to adopt **Resolution No. 26-007**, Approving an Agreement with JUB Engineering, Inc., for the 2025-2026 Wastewater Collection System Capital Improvement Projects in the amount of \$319,800.00.

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

DIRECTION TO STAFF REGARDING THE UNIVERSITY OF IDAHO HARBOR CENTER LEASE/ SALE

STAFF REPORT: City Administrator Troy Tymesen introduced Dr. Andrew Fields, University of Idaho Center Executive Officer. Dr. Fields outlined the university's vision of expanding experiential learning, advancing research, and serving the entire state through its land-grant mission. He emphasized the significance of the Coeur d'Alene Education Corridor and expressed deep appreciation for the City's long-standing leadership in developing a multi-institutional campus that creates strong partnerships and educational opportunities. Dr. Fields requested authorization for the Gookin administration to enter negotiations with the University for the possible purchase of the Harbor Center building and associated land, noting that ownership would allow the University to better steward public resources, access state funding for building upgrades, and strengthen long-term program development. He reviewed the University's decades-long presence in Coeur d'Alene, its lease of the Harbor Center since 2002, investments in operations and capital improvements, and its extensive research, teaching, and community engagement activities including water research, robotics, medical sciences, and collaborations with North Idaho College (NIC). Dr. Fields emphasized that permanent ownership would enhance stability for students, faculty, and staff, support workforce needs, and solidify the University's role as Idaho's only R1 research institution. He invited Councilmembers to engage in the process through meetings and workshops, reiterated that approval would only authorize negotiations and discuss options, not obligate the City to a sale, and closed by expressing gratitude for the City's partnership and support.

DISCUSSION: Councilmember Miller thanked Dr. Fields for the presentation and asked how progress on negotiations would be reported back to the City Council. Dr. Fields explained that the University envisions beginning with discussions to outline potential options and obtaining a third-party assessment and appraisal of the land and building. If both parties reach an agreed-upon proposal, it would then be brought back to the City Council for approval and also submitted to the State Board of Education for its approval.

Councilmember Scheckler asked whether the stability the University seeks could be achieved through a long-term lease, such as a 10- to 50-year agreement, rather than by purchasing the property. Dr. Fields replied that a longer lease could be explored, noting that the University has been in the building for many years and significant upcoming improvements would be eligible for state funding only if the University owned the facility. He added that the current lease expires in

June 2028 and, while options exist, ownership would allow the University to fully establish itself as a permanent presence in the community.

Councilmember Wood thanked Dr. Fields for his presentation and expressed strong support for the University of Idaho's role in the Education Corridor, noting that its presence was intentional and part of the community's long-term vision dating back to NIC's 2009 land purchase. She emphasized the importance of providing local students with access to quality education without leaving the region and highlighted the University's significant economic impact, calling it an essential asset to the community. Councilmember Wood said she is very open to discussions about giving the University a permanent home and supports further exploration while acknowledging that the City must also consider factors such as the wastewater treatment plant and specific land needs.

Councilmember English expressed strong support for exploring the University's proposal, noting that the partnership is long-standing and that providing stability whether through a sale or another arrangement could benefit both parties. He added that the Education Corridor's history and mission align with his own support for higher education. He said he is open to negotiations and confident that details such as land boundaries can be resolved.

Councilmember Gabriel also voiced support for Dr. Fields and the University but asked whether selling adjacent property might limit future wastewater treatment plant expansion or public access to BLM land and commercial docks. Mayor Gookin clarified that the Council is not committing to a sale but only authorizing staff to begin negotiations, with options ranging from selling both the building and land to maintaining a lease structure. He noted that the wastewater master plan identifies the University as part of future planning, and that land needs will be carefully evaluated. Dr. Fields emphasized the University's commitment to finding a mutually beneficial solution and noted that, as a public institution, its campus would remain open to the community. Councilmember Evans then asked about the expected timeline for updates if negotiations move forward. Dr. Fields said they would like to reach a proposal by summer, though that timeline is flexible, and confirmed that the process would include a formal appraisal of the property.

MOTION: Motion by Wood, seconded by Miller, to direct staff to negotiate the sale of the Harbor Center land and building.

DISCUSSION: Councilmember Gabriel asked City Attorney Randy Adams if the motion was appropriate with Mr. Adams explaining that it is up to Council to decide what to do. Councilmember Evans expressed strong support for the University of Idaho but shared concerns about limiting the discussion to a potential sale of the Harbor Center building and land without sufficient information. She noted the lack of a current map, unclear property boundaries, and the need for more discussion on wastewater impacts before considering a sale. Mayor Gookin noted that portions of the surrounding land are tied to the wastewater treatment plant's future expansion.

City Administrator Troy Tymesen added historical and technical context, explaining that the City originally acquired the Harbor Center property and adjacent parcels to protect the wastewater treatment plant, which sits at the lowest point in the system and depends on this land for current and future infrastructure needs. He emphasized that any negotiation would require redefining

boundaries, since the existing lines run through the parking lot, and clarified that the wastewater utility owns most of the land while the General Fund owns a smaller portion of the building. Mr. Tymesen also noted that although the lease rates have not offered a strong return on investment, the University's maintenance of the building has saved the City significant costs, and the City's original intent was to control the land, not the building. He concluded by reaffirming the importance of protecting wastewater operations while remaining open to working with the University.

Councilmember Wood noted that all the points that Mr. Tymesen raised are important and should absolutely be considered, but she emphasized that those issues would naturally be addressed through the negotiation process, with staff returning to Council with recommendations. She said this supports keeping her original motion as stated. Mr. Tymesen confirmed that it is a negotiation. Councilmember Miller added that she seconded the original motion because she understood the intent to begin discussions, acknowledging that the University has expressed interest in owning the building and that negotiations are the appropriate venue to explore how that option might work for both parties. Mayor Gookin commented that clearer directions can sometimes help staff. Mr. Tymesen responded that the negotiation itself will help determine whether the University is better served by owning the land under the building or by continuing with a lease, since the appraisal will value the building and land separately and guide how each piece can move forward.

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

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

The meeting ended at 7:36 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

January 26, 2026
PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Kiki Miller, Chairperson
Council Member Kenny Gabriel
Council Member Dan Scheckler

STAFF

Troy Tymesen, City Administrator
Randy Adams, City Attorney
Renata McLeod, Municipal Services Director
Mike Anderson, Wastewater Director
Juanita Knight, Senior Legal Assistant
Katie Ebner, Finance Director

Guests

Tim Fink, President, French Gulch Drain Field Association
Eric Illum, Olson Engineering

Item 1. Approval of an Agreement Authorizing Wastewater Service for Seven Single-Family Residential Parcels Outside City Limits (French Gulch Sewer Drainfield Association).

(Agenda)

Mike Anderson, Wastewater Director, requests the Council approve an agreement authorizing wastewater service to seven existing single-family residential parcels outside the City limits, subject to a required connection deadline and future annexation. Mr. Anderson explained in his staff report that the properties covered by the agreement are existing single-family homes that have historically relied on a shared subsurface drainfield system, which is no longer functioning as intended. Reviews of the site have shown that there are no practical alternatives available to address the failure through repair, replacement, or installation of individual on-site systems. As a result, the common system cannot continue to be used without ongoing risk to public health and the environment. The City's consideration of wastewater service in this case is based solely on the lack of other reasonable options for these existing residences. This request is not driven by new development and does not represent a broader extension of wastewater service outside the City limits. The proposed agreement is intended to address a specific and limited situation while avoiding precedence for future service requests. The proposed agreement does not require City funding. All costs associated with connection to the City's wastewater system, including design, construction, and abandonment of the existing drainfield, will be borne by the property owners. The property owners will also pay all applicable capitalization (CAP) fees and ongoing monthly wastewater rates in accordance with the City's adopted fee schedules. The agreement would allow existing homes to move away from a failing drainfield and into the City's wastewater system, where wastewater can be properly treated. Doing so reduces the risk of wastewater entering the surrounding environment and the underlying aquifer. The proposal addresses an existing problem rather than enabling new development and is intended to protect public health and environmental resources without expanding wastewater service beyond the specific properties involved.

Tim Fink, President of the French Gulch Drain Field Association, presented a slideshow detailing the issues with the drainfield, a proposed solution, as well as the decision being requested. He provided the project location, the affected properties, and background on the existing system. Mr. Fink noted that Panhandle Health District has verified that the community drain field has failed, with effluent surfacing on the ground, creating a public health and water-quality concern. He explained that onsite options are not feasible due to site constraints, including steep hillside terrain, shallow basalt bedrock, proximity to multiple streams and surface water, and compact parcels with limited suitable drain field area. He stated that connection to the City of Coeur d'Alene municipal sewer system represents the best long-term option for the affected property owners and surrounding water quality.

Eric Illum, Olson Engineering, explained that this has been a challenging project due to limited options for accessing the sewer manhole near French Gulch Road and Galena Drive. Multiple routing options were evaluated. Coordination with the Highway District influenced the final route selection, as the District emphasized that no damage could occur to the roads due to ongoing efforts to secure funding for chip sealing and repairs. This requirement significantly affected both the project design and overall cost.

Mr. Illum stated that the proposed route includes boring beneath the roadway and under the creek to avoid surface disturbance. The alignment generally follows existing sewer infrastructure, utilizes road shoulders where possible, and crosses private property with cooperation from affected property owners, several of whom were present at the meeting. Alternative routes, including a potential connection via Lily Drive, were evaluated; however, that area is annexed and its sewer project timeline falls outside the timeframe of this project. Due to site constraints, no single optimal route was identified, resulting in a potential complex, lengthy, and costly installation. The proposed design includes individual grinder stations at each residence, as the City sewer system does not accept septic tank effluent. Grinder systems are required to meet City standards. Additionally, a second manhole will be added along French Gulch Road to connect the existing and proposed sewer mains and to accommodate individual service connections in accordance with sewer district requirements. The system will include approximately seven to ten pressure lines and two-horsepower grinder pumps.

Mr. Illum noted that the estimated cost is approximately \$75,000 or more per property owner. He further explained that Panhandle Health District and the Department of Environmental Quality recognize vested rights for three additional lots to connect to the sewer system. While this does not fully align with City requirements, including these lots would reduce the overall financial burden on the existing homeowners, as they have no alternative wastewater treatment options.

Council Member Gabriel asked Mr. Fink when the current system was originally approved. Mr. Fink replied that it was approved in the mid-1980s.

Council Member Gabriel also asked Mr. Illum how difficult it is to obtain permits to bore under a creek. Mr. Illum responded that it is not particularly difficult. He stated that Olson Engineering has coordinated with the U.S. Army Corps of Engineers and that, because the creek is non-navigable and the bore will maintain a depth of approximately four feet below the creek bed, the work falls under permits the firm routinely obtains and avoids more complex permitting requirements.

Council Member Gabriel then asked Mr. Anderson for clarification regarding the number of properties involved, noting that he had heard both seven and ten properties referenced. He expressed concern that the Council is often perceived negatively when denying approvals and asked where the line should be drawn.

Mr. Anderson responded that he would recommend limiting the project to seven parcels rather than ten. He acknowledged the financial hardship for the affected property owners and stated that the intent is to address the existing wastewater issues on those properties. He noted that the additional three parcels do not currently have wastewater discharge issues, and therefore he does not support extending City sewer service to those parcels outside the City limits when it is not necessary.

Council Member Sheckler asked about annexation requirements and timing. Mr. Anderson explained that the primary requirement is contiguity with City boundaries, and that while there is a deadline to connect to the City sewer system (September 30, 2026), there is no sunset date for annexation into the City.

Council Member Sheckler also inquired about ownership and maintenance of sewer infrastructure installed under roads or the creek. Mr. Anderson stated that the City would maintain infrastructure only up to the existing manhole on French Gulch Road, and that all upstream infrastructure would not be the City's responsibility. Mr. Illum clarified that the Drainfield Association would be responsible for maintaining all private infrastructure up to that point.

Mr. Adams confirmed that this responsibility is addressed in the agreement included in the packet, which states that all wastewater infrastructure upstream of the City connection is considered private and that construction and maintenance are the responsibility of the property owners.

Council Member Sheckler asked whether the financial burden of connecting only seven properties, rather than including three undeveloped lots, constitutes a hardship the Council could consider. Mr. Adams responded that the Council may consider project costs as part of its evaluation, noting that the primary hardship applies to the seven developed properties, which would be uninhabitable without a sewer connection.

Council Member Miller expressed concern that excluding the three vacant lots from the sewer connection may be impractical, noting that the project will likely involve a single engineering effort and contractor. He stated that requiring future connections for those lots could result in unnecessary disruption and additional cost. He also asked whether the existing Drainfield Association would continue to manage the new sewer system.

Mr. Fink responded that a similar association would continue, potentially the same entity, but with new agreements reflecting the new system and engineering plan. He stated that ongoing costs would be significantly less than those associated with the existing drain field and that the intent is for all ten lots to be included.

Mr. Adams noted that the current agreement applies only to the seven developed lots and that it is unclear whether the owners of the three vacant lots have agreed to share in the costs. Council Member Miller suggested that this issue requires further clarification.

Council Member Miller also raised concerns regarding reported non-disclosure of the failed drain system during recent property sales and asked whether this could create legal exposure for the City. Mr. Adams responded that such matters would be between the buyer and seller and would not involve the City.

Council Member Sheckler asked whether the three undeveloped lots could have sewer infrastructure installed and connected by the September 2026 deadline without homes being constructed. Mr. Illum responded that if those lots are included in the project, the necessary piping could be installed now, allowing them to be ready for connection when development occurs.

MOTION: by Sheckler, seconded by Gabriel, to recommend that Council approve the agreement authorizing wastewater service to seven or ten existing single-family residential parcels outside the city limits, subject to a required connection deadline and future annexation. Motion Carried.

Item 2. Approval of Repeal of Chapter 2.66, Coeur d'Alene Municipal Code, Parking Commission and Approval of the Amendments to Municipal Code § 4.15.040.
(Agenda)

Troy Tymesen, City Administrator, requests the Council approve the repeal of Chapter 2.66 of the Coeur d'Alene Municipal Code, which established the Parking Commission, and approval of amendments to Municipal Code §

4.15.040. Mr. Tymesen explained in his staff report that the Parking Commission, created in 2005, has experienced ongoing quorum issues and has been unable to meet regularly, with only two meetings achieving a quorum in the past two years and no meetings currently scheduled. All duties assigned to the Parking Commission are currently being performed by City staff, the City Administrator, and Diamond Parking, which has contracted with the City since 2003 to manage parking enforcement, fee collection, and customer concerns in designated areas. Parking appeals are handled by the City Administrator, and a parking study was last completed in 2016. Based on these circumstances, staff concluded that continuation of the Parking Commission is neither efficient nor necessary. Mr. Tymesen also recommended amendments to Municipal Code § 4.15.040 to clarify Council intent regarding parking requirements. Proposed changes include clarifying that payment of hourly fees or possession of a monthly permit is required in all City parking facilities except City Hall and Library lots; allowing fee waivers or adjustments by the City Administrator or designee; eliminating the requirement to display permits due to electronic tracking; clarifying that parking permits are required at all times, including evenings and weekends; and removing the monthly permit payment deadline while requiring payment in advance. Mr. Tymesen reported that the Parking Commission has no budget, its members serve without compensation, and the proposed changes would have no financial impact on the City and only a negligible impact on parking revenue. Staff recommended that Council repeal Chapter 2.66 and approve the proposed amendments to Municipal Code § 4.15.040.

Council Member Gabriel asked staff whether there were any downsides to repealing the Parking Commission. Mr. Tymesen responded that the primary downside would be reduced formal public input without a commission; however, he noted that parking issues have evolved significantly over time, including improvements in parking availability, enforcement processes, and technology. He stated that parking operations, including the parking garage, are functioning well and that parking studies could still be conducted through contracts if needed. He emphasized that the Commission has been largely inactive due to lack of quorum and that staff are able to address parking concerns through open communication.

Council Member Gabriel also asked whether expenditures from the parking fund would be under Council authority or administrative discretion. Mr. Tymesen responded that the parking fund is subject to Council-approved budgeting authority.

Council Member Scheckler asked whether members of the Parking Commission had been contacted regarding dissolution of the Commission. Mr. Tymesen responded that they had been contacted and were supportive of the proposal. He noted that commissioners agreed the Commission had been unable to effectively carry out its duties due to ongoing quorum issues, despite strong collaboration among City staff, Diamond Parking, and the Downtown Association. Mr. Tymesen stated that the Commission Chair is fully supportive of the repeal.

Council Member Miller asked whether changes to parking fees and policies would continue to require Council approval. Mr. Tymesen confirmed that all parking-related ordinance changes and fee adjustments are brought to Council, noting that any fee increase above five percent requires Council approval and that staff presents all fee changes regardless of amount.

MOTION: by Gabriel, seconded by Scheckler, to recommend that Council repeal of Chapter 2.66, Coeur d'Alene Municipal code, Parking Commission and approve the amendments to Municipal Code § 4.15.040. Motion Carried.

Item 3. Approval of a Memorandum of Understanding with the Downtown Association (DTA) for a three-year term and a Memorandum with World Triathlon Corporation for the 2026 Ironman Event.

(Agenda)

Renata McLeod, Municipal Services Director, requests the Council approve a request to enter into new agreements with the Downtown Association for high- and moderate-impact events, including St. Patrick's Day, Car d'Lane, the Street Fair, Lighting Parade, Fireworks, and adding the Farmers Market for 2026–2028. Ms. McLeod explained in her staff report that the 2026 Downtown Association events conflicted with Ironman, but mitigation measures, including shared road closures, joint mailings, vendor coordination, and Ironman providing barricades, have resolved operational and staffing concerns. The City will not host special events the following weekend, allowing a break for public safety and street staff. Finance Director, Katie Ebner, also presented estimated city costs for the events, primarily related to overtime for Police, Fire, and Street Departments. Costs for specific events were calculated by comparing event days to similar non-event days to isolate additional overtime, with St. Patrick's Day estimated at approximately \$3,000, Car d'Lane at \$25,135, and the Lighting Parade around \$7,874. Ms. Ebner stated that some costs are difficult to fully attribute due to overlapping events or constant staffing needs.

Council Member Gabriel discussed staffing and cost attribution, noting that event-related staffing is separate from regular coverage. Ms. Ebner clarified that fees are set according to a standard schedule with annual adjustments (typically 5%), without distinction between nonprofit and for-profit events, balancing cost recovery with maintaining Coeur d'Alene's cultural events.

Council Member Miller asked about the addition of the Farmers Market to the Downtown Association's event agreement. Ms. McLeod confirmed it would be included for all three years of the agreement and noted that the market requires minimal City resources, as the Downtown Association handles setup with stored barricades and signage.

Council Member Miller inquired whether the City had a hold on new major events. Ms. McLeod clarified that no hold exists for street closure or parade permits, though staffing limits prevent more than one high-impact event on the same weekend. Available dates are analyzed on a case-by-case basis.

Regarding the Car d'Lane event coinciding with Ironman, Ms. McLeod explained that Ironman will provide barricades and coordinate staging with the City's Street Department. The only overlap between events is barricade logistics; other event elements, such as the Ironman Village and Silver Car Auction, are separate and managed independently. She noted that moving the Ironman finish line into City Park will not impose additional burden on City staff, based on input from Parks staff.

MOTION: by Gabriel, seconded by Scheckler, to recommend that Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) or the 2026, 2027, and 2028 parades; and also, to approve a proposed Memorandum of Understanding with the World Triathlon Corporation. Motion Carried.

Recording of the meeting can be found at:

The meeting adjourned at 1:08 p.m.

Respectfully submitted,

Juanita Knight, Senior Legal Assistant

Recording Secretary

CITY COUNCIL STAFF REPORT

DATE: February 3, 2026
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-23-01, Merk Homes: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Donald & Cynthia Merk
P.O. Box 3169
Hayden, ID 83835
- b. Location: 1724 E. Pennsylvania Ave (SW corner of Pennsylvania Avenue & 18th Street).
- c. Previous Action:
 1. Preliminary plat approval, February 7, 2023

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of a portion of Tract 1, Costello's Acre Tracts 1st Addition located in Coeur d'Alene. This subdivision created two (2) lots. All conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

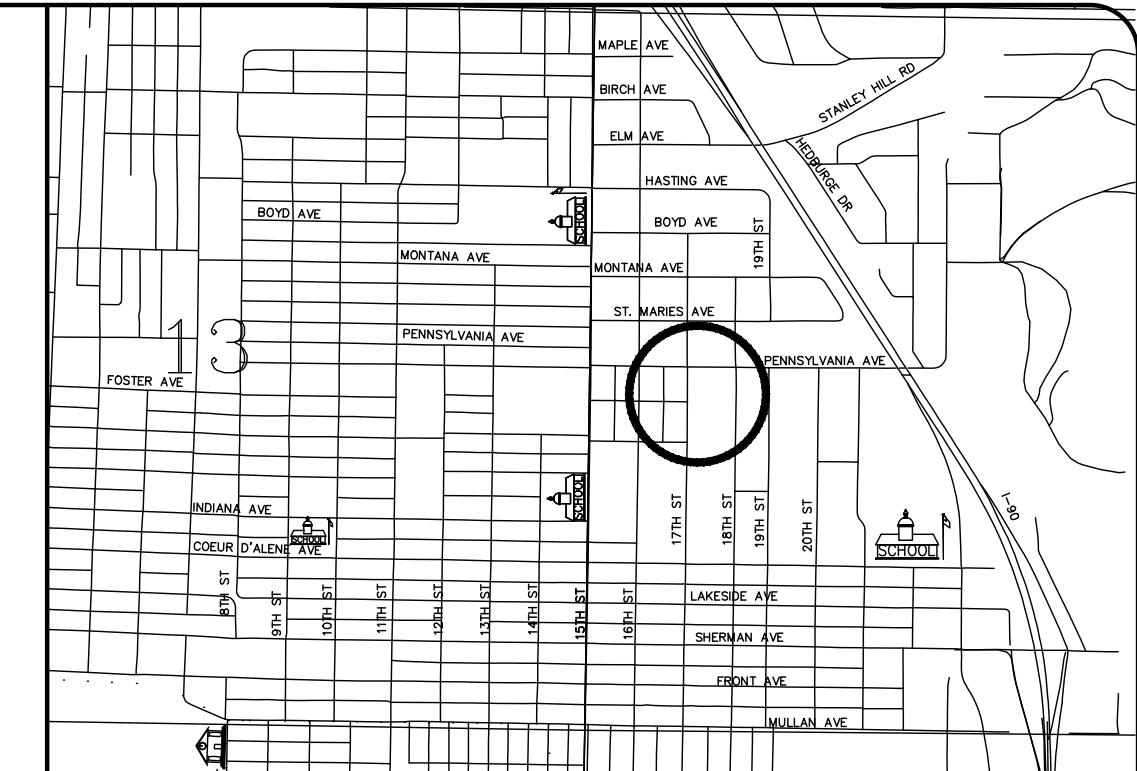
DECISION POINT RECOMMENDATION

City Council approval of the final plat document

MERK HOMES

A PORTION OF TRACT 1, COSTELLO'S ACRE TRACTS 1st ADDITION
SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP

NO SCALE

OWNER'S CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT DONALD L. MERK AND CINDY K. MERK, HUSBAND AND WIFE, HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS "MERK HOMES", BEING A REPLAT OF A PORTION OF TRACT 1, COSTELLO'S ACRE TRACTS FIRST ADDITION, SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18 AS MARKED BY A 2" A.C. MONUMENT PER CP#F INSTRUMENT NUMBER 2594308000, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION AS MARKED BY A 2" A.C. MONUMENT PER CP#F INSTRUMENT NUMBER 2347871000 BEARS NORTH 00°22'33" EAST, 2646.20 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION SOUTH 89°39'14" EAST, 1050.19 FEET TO THE POINT ON INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF TRACT 1, COSTELLO'S ACRES TRACTS FIRST ADDITION, AS RECORDED IN BOOK "C" OF PLATS AT PAGE 136, KOOTENAI COUNTY RECORDS; THENCE ALONG SAID NORTHERLY EXTENSION, SOUTH 00°49'49" WEST, 34.31 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1 AS MARKED BY A BOLT IN CONCRETE "W.P.A. CITY CONTROL MONUMENT" AND BEING THE TRUE POINT-OF-BEGINNING;

THENCE CONTINUING ALONG SAID EAST TRACT LINE, SOUTH 00°49'49" WEST, 147.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1 AS MARKED BY A 2" A.C. MONUMENT "PE/PLS 3451";

THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT, NORTH 88°58'29" WEST, 74.91 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID TRACT AS MARKED BY A 5/8" REBAR & CAP "PE/PLS 3451";

THENCE, NORTH 00°49'26" EAST, 146.96 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE EAST HALF OF TRACT 1.

THENCE, SOUTH 89°00'14" EAST, 74.93 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 0.253 ACRES OR 11,012 SQUARE FEET, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

DONALD L. MERK

DATE

CINDY K. MERK

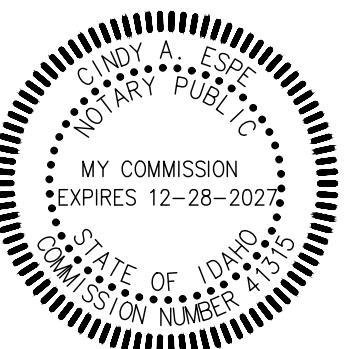
DATE

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO
COUNTY OF KOOTENAI } 5.5.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2023,
BY DONALD L. MERK & CINDY K. MERK

NOTARY PUBLIC FOR THE STATE OF IDAHO



HEALTH DISTRICT APPROVAL

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

THIS ____ DAY OF _____, 2023.

PANHANDLE HEALTH DISTRICT I

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS ____ DAY OF _____, 2023.

COEUR D'ALENE CITY CLERK

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS ____ DAY OF _____, 2023.

CITY OF COEUR D'ALENE, ENGINEER

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT
THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS ____ DAY OF _____, 2023, AT ____ O'CLOCK ____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGES _____.

KOOTENAI COUNTY RECORDER

BY: _____ DEPUTY _____ FEE: _____.

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE
AND DEDICATION HAVE BEEN PAID THROUGH _____.

DATED THIS ____ DAY OF _____, 2023.

KOOTENAI COUNTY, TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS
THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS
AND SURVEYS HAVE BEEN MET.

DATED THIS ____ DAY OF _____, 2023.



KOOTENAI COUNTY, SURVEYOR

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY
THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY
SUPERVISION DURING THE PERIOD OF OCTOBER 2022. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN
THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH IDAHO CODES 50-1331
AND 50-1333.



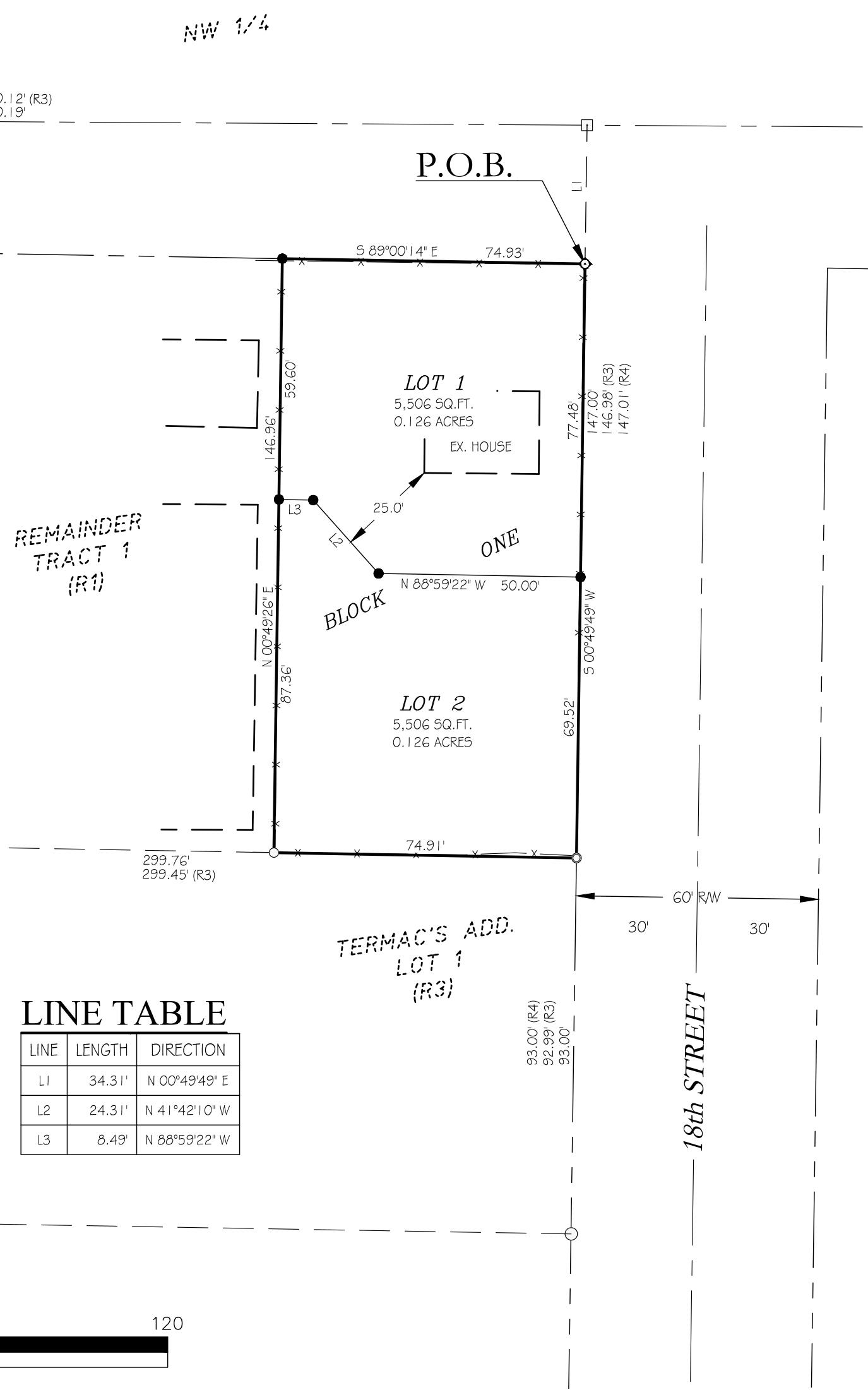
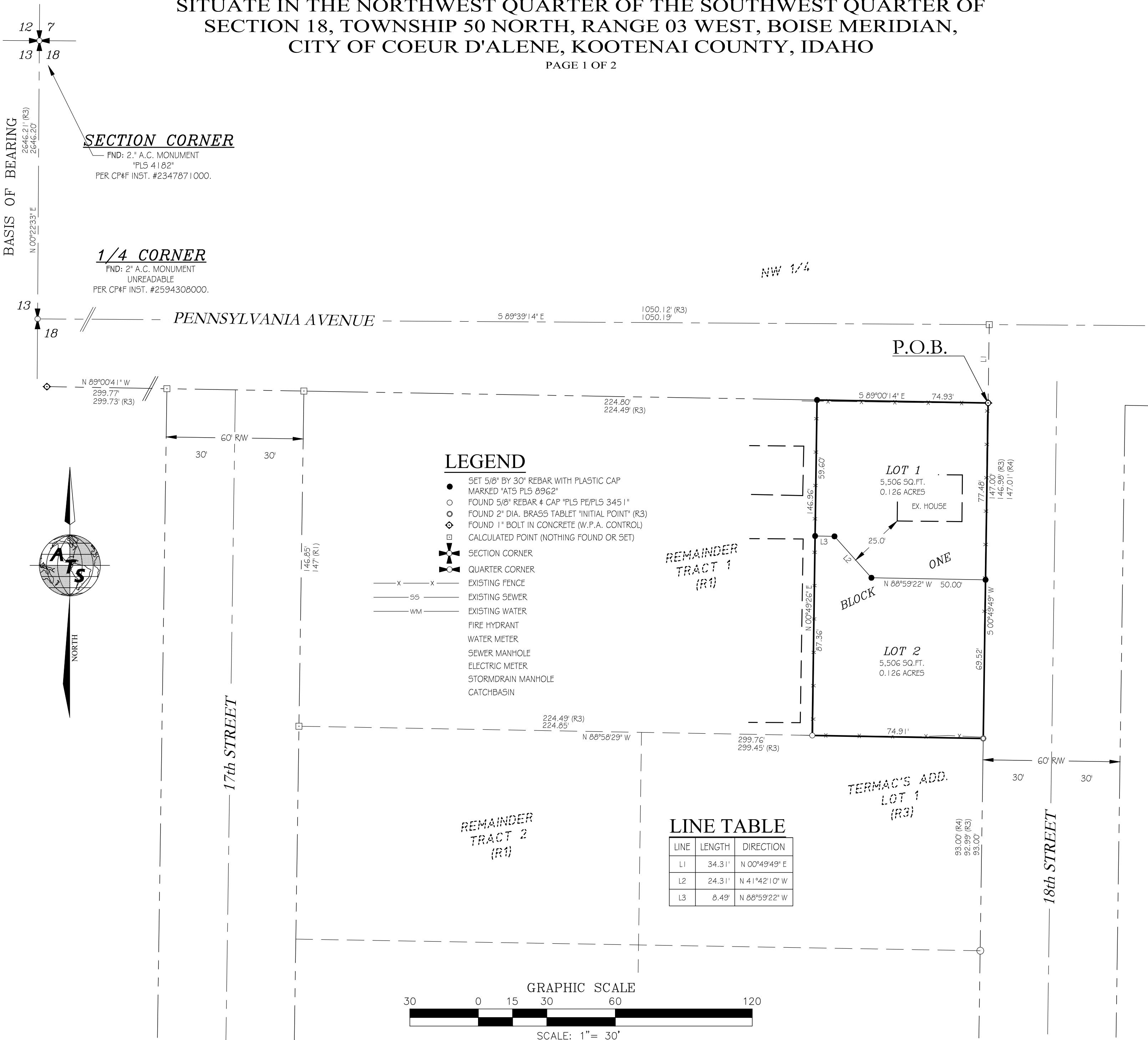
DRAFT

	ADVANCED TECHNOLOGY SURVEYING & ENGINEERING		SCALE: N/A
	CHECKED BY: MBM	DATE: 02-14-2023	
DRAWN BY: MBM	DATE: 08-16-2022	DWG: PLAT PROJ: 22-105	
PH. (208)-772-2745 * FAX (208)-762-7731	*		

MERK HOMES

A PORTION OF TRACT 1, COSTELLO'S ACRE TRACTS 1st ADDITION
SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



MEMO TO COUNCIL

DATE: February 3, 2026
RE: APPOINTMENT TO THE COEUR D'ALENE EMPLOYEE BENEFITS TRUST BOARD

The following appointment is presented for your consideration for the February 3, 2026, Council Meeting:

KATHARINE EBNER, FINANCE DIRECTOR CD'A BENEFITS TRUST BOARD
(APPOINTMENT)

The City of Coeur d'Alene Employee Benefits Trust Irrevocable Trust Agreement, effective January 1, 2020, and approved by the Idaho Department of Insurance, provides:

In case any Trustee shall die, become incapable of acting under this Agreement, resign, or be removed, a successor Trustee shall promptly be appointed by a written notice signed by the Plan Sponsor and upon written notice to the Director [of the Department of Insurance].

The Plan Sponsor is defined in the Trust Agreement as “the City of Coeur d’Alene.”

Trustee Vonnie Jensen, formerly City Comptroller, and the elected Treasurer for the Trust, has submitted her resignation effective January 31, 2026. On December 5, 2025, the Trust sent a notice to City-All seeking applications for the position of Trustee of the City of Coeur d'Alene Employee Benefits Trust. The Board of Trustees received two applications, from Katharine Ebner, City Treasurer and Finance Director, and Katherine Brumley, Executive Assistant in the Police Department. The Board reviewed the applications and, on January 28, 2026, unanimously voted to recommend that Katherine Ebner be appointed to the Board of Trustees of the City of Coeur d'Alene Employee Benefits Trust, based on the need for a Trustee with financial background and expertise to act as Treasurer of the Trust. Pursuant to the Bylaws of the Trust, the Treasurer of the Trust is responsible for preparing and presenting financial reports to the Board, for handling the transactions of the Trust, for recommending financial policies to the Board, for overseeing the annual financial audit, and for preparing reports required by the State of Idaho.

The Board of Trustees of the City of Coeur d'Alene Employee Benefits Trust respectfully request that Council, as representative of the Plan Sponsor, appoint Katharine Ebner as Trustee and direct that written notice be submitted to the Director of the Idaho Department of Insurance.

Sincerely,

Randall R. Adams
Chair, Board of Trustees

NOTICE

DATE: February 3, 2026
FROM: City of Coeur d'Alene, Plan Sponsor
RE: Appointment of Successor Trustee

Notice is hereby given that the Plan Sponsor, the City of Coeur d'Alene, pursuant to section 5.4 of the City of Coeur d'Alene Employee Benefits Trust Irrevocable Trust Agreement, hereby appoints Katherine Ebner to be a Trustee. Written notice shall be given to the Director of the Idaho Department of Insurance and the appointment is effective thirty (30) days after said notice is delivered.

Daniel K. Gookin, Mayor

RESOLUTION NO. 26-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, APPROVING A MAINTENANCE/WARRANTY AGREEMENT AND SECURITY, AND APPROVING A LANDSCAPE WORK AGREEMENT AND SECURITY FOR COEUR D'ALENE PLACE 40TH ADDITION; ACCEPTING A PUBLIC SIDEWALK EASEMENT FROM FAITH WALK COMMUNITY FITNESS PARK INC., FOR A SIDEWALK AT THE FAITH WALK FITNESS PARK ON ATLAS ROAD; AND ACCEPTING AN EASEMENT FOR A MULTIUSE PATH FROM GLACIER 3700 SELTICE WAY, LLC, TO ACCOMMODATE A REALIGNMENT OF THE EXISTING MULTIUSE PATH AT 3700 W. SELTICE WAY.

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

- A) Final Plat Approval, Acceptance of Improvements, Acceptance of a Maintenance/Warranty Agreement and Security, and Acceptance of a Landscape Work Agreement and Security for Coeur d'Alene Place 40th Addition [S-1-20];
- B) Acceptance of a Public Sidewalk Easement from Faith Walk Community Fitness Park Inc., for a sidewalk at the Faith Walk Fitness Park on Atlas Road;
- C) Acceptance of an Easement for a Multiuse Path from Glacier 3700 Seltice Way, LLC, to accommodate a realignment of the existing Multiuse Path at 3700 W. Seltice Way;

AND,

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

NOW, THEREFORE,

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

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

DATED this 3rd day of February, 2026.

Daniel K. Gookin, 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 SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

CITY COUNCIL STAFF REPORT

DATE: February 3, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d'Alene Place 40th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty-three (43) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: West of Ramsey Road and North of Wilbur Avenue.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 39th Addition (2015 – 2025).

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on February 3, 2027. The amount of security provided is \$115,933.00. Additionally, the developer is furnishing security in the amount of \$117,918.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on February 3, 2027. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation Pipe System, Landscape Preparation, Hydro seeding, and Landscape Trees). The developer has stated that all open space landscaping installations will be complete by June 15, 2026.

DECISION POINT RECOMMENDATION

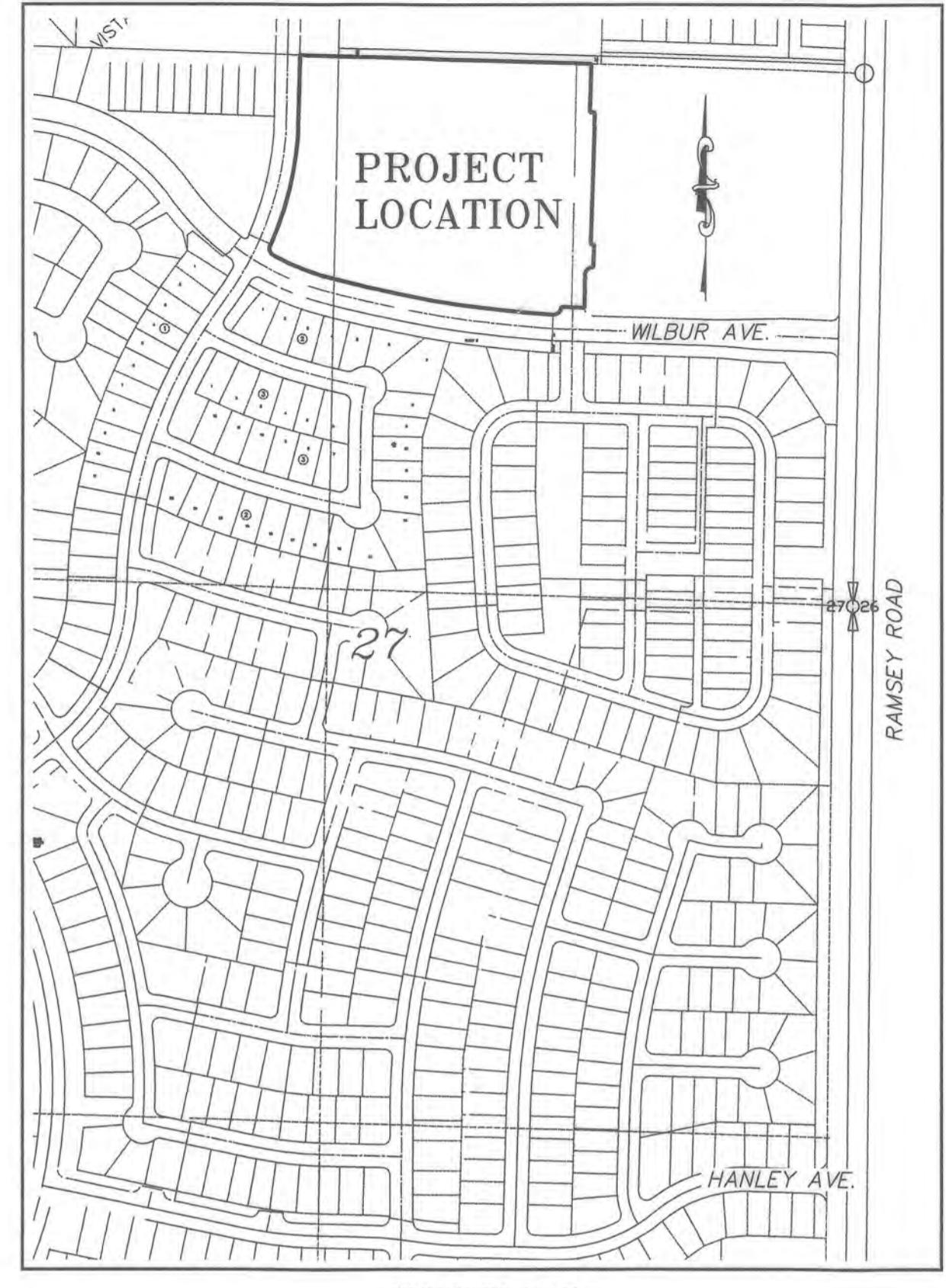
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.
4. Approve the Landscape Work Agreement and accompanying Security.

CENTER QUARTER CORNER
FOUND 2 1/4" ALUMINUM CAP IN
CONCRETE PER CP&F NO.
1277149



NORTH 1/16 CORNER
SECTION 27
FOUND 2 1/2" ALUMINUM
CAP IN MONUMENT BOX
PER CP&F NO.
2132224000

EAST QUARTER
CORNER SECTION 27
FOUND 2 1/2" ALUMINUM
CAP IN MONUMENT BOX
PER CP&F NO.
2132225000



SURVEYOR'S NARRATIVE
THIS PLAT IS A RE-PLAT OF A PORTION OF LOTS 1 AND 2 BLOCK 16 OF COEUR
D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H, AND LOT 1,
BLOCK 22 OF COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS,
PAGES 340 THRU 340B.

BASIS OF BEARINGS
THE BEARING OF N01°11'35"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER
OF SECTION 27, ACCORDING TO COEUR D'ALENE PLACE, RECORDED IN BOOK G
OF PLATS, PAGES 210-210H WAS HELD AS THE BASIS OF BEARINGS FOR THIS
PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NADB3
(92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF
SECTION 27 IS 00°47'56.60.

SURVEY REFERENCES
(A) COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES
210 THRU 210F

(B) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF
PLATS, PAGES 340 THRU 340B

(C) COEUR D'ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L
OF PLATS, PAGES 544 THRU 544B

(D) COEUR D'ALENE PLACE THIRTY-SIXTH ADDITION, RECORDED IN BOOK L
OF PLATS, PAGES 831 THRU 831C

(E) COEUR D'ALENE PLACE THIRTY-EIGHT ADDITION, RECORDED IN BOOK L
OF PLATS, PAGES 973 THRU 973C

(F) VISTA MEADOWS FIRST ADDITION, RECORDED IN BOOK L OF PLATS,
PAGES 558 THRU 558B

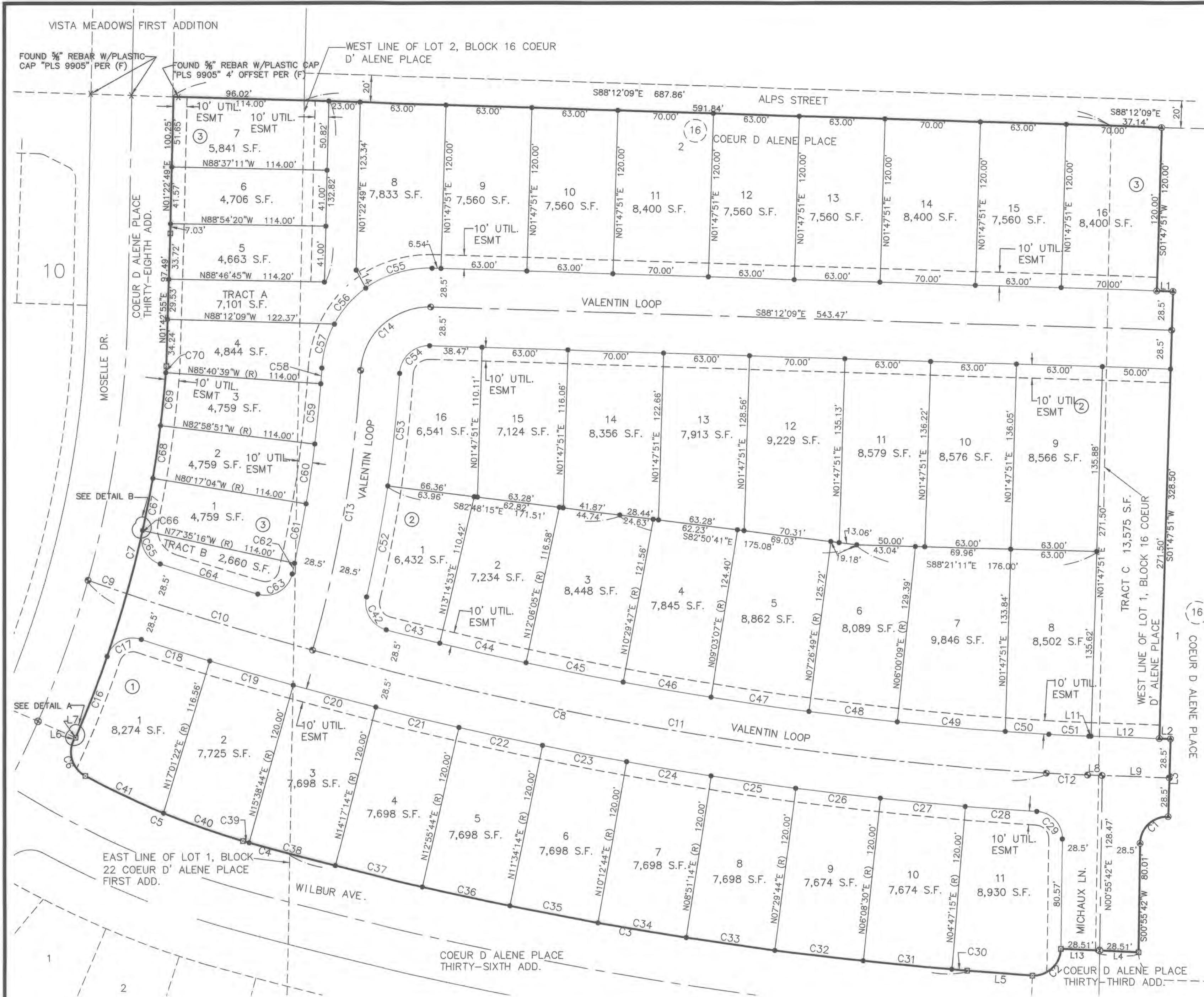
COEUR D'ALENE PLACE FORTIETH ADDITION

LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF
SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
E-MAIL: rudy@rfklandsurveying.com

DRAWN MEM	APPROVED RFK	SCALE AS NOTED	PROJECT 25-156
DATE 1/12/26	DATE 1/12/26	SHEET 1 OF 4	FIELD BOOK



COEUR D'ALENE PLACE
FORTIETH ADDITION

LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF
SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

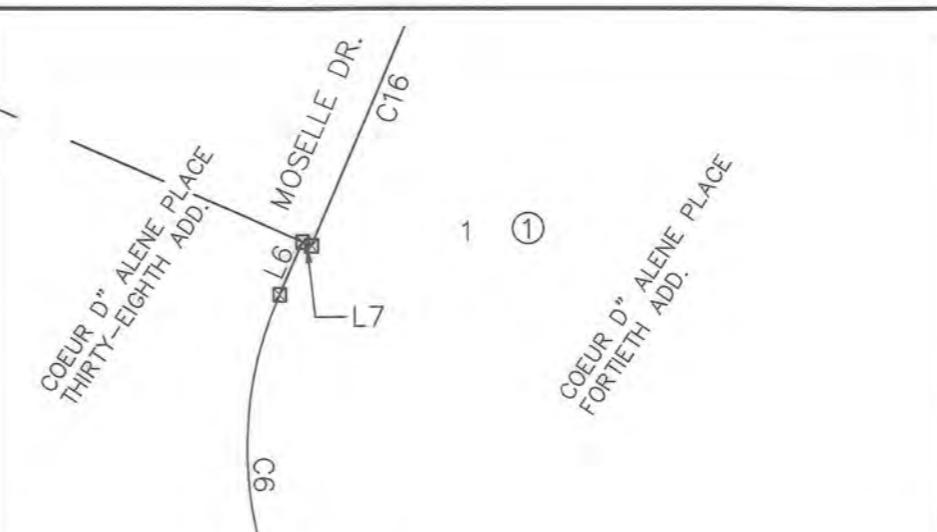
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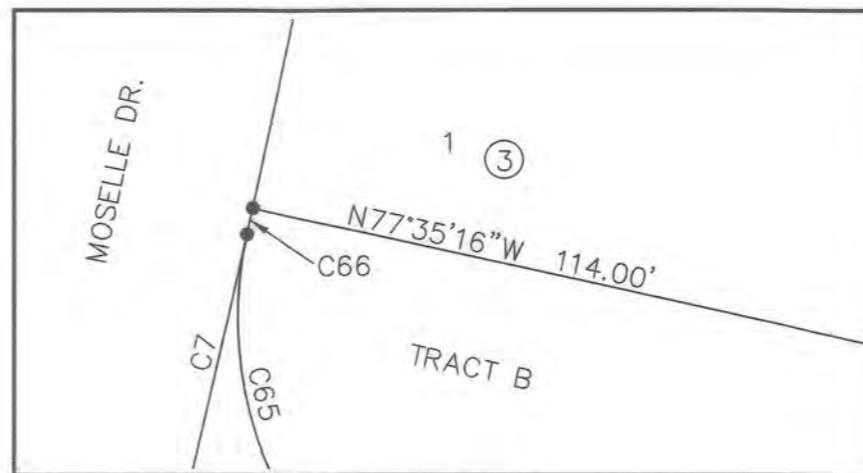
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 E-MAIL:rudy@rfklandsurveying.com	DRAWN	APPROVED	SCALE	PROJECT
	MEM	RFK	1"=50'	25-156
	DATE	DATE	SHEET	FIELD BOOK
	12/08/25	12/08/25	2 OF 4	

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.72'	28.50'	S46°21'47"W	90°52'09"
C2	20.00'	31.89'	28.62'	S46°36'11"W	91°20'57"
C3	2765.93'	504.57'	503.87'	N80°13'16"W	10°27'08"
C4	2765.93'	35.73'	35.73'	N74°37'30"W	0°44'24"
C5	608.01'	125.13'	124.91'	N67°26'06"W	11°47'29"
C6	20.00'	29.74'	27.08'	N18°56'04"W	85°12'35"
C7	830.00'	282.16'	280.80'	N13°43'27"E	19°28'41"
C8	2617.43'	719.04'	716.78'	S78°35'54"E	15°44'24"
C9	2617.43'	30.05'	30.05'	S71°03'26"E	0°39'28"
C10	2617.43'	142.55'	142.53'	S72°56'47"E	3°07'14"
C11	2617.43'	546.44'	545.45'	S80°29'15"E	11°57'42"
C12	1000.00'	30.27'	30.27'	N87°20'07"W	1°44'04"
C13	972.49'	208.82'	208.42'	N09°46'02"E	12°18'10"
C14	50.00'	76.95'	69.58'	N47°42'24"E	88°10'53"
C15	NOT USED				
C16	830.00'	63.83'	63.82'	N21°15'36"E	4°24'24"
C17	20.00'	31.10'	28.06'	S63°36'35"W	89°06'22"
C18	2645.93'	52.60'	52.60'	N72°24'27"W	1°08'21"
C19	2645.93'	63.61'	63.60'	S73°39'57"E	1°22'38"
C20	2645.93'	62.73'	62.73'	N75°02'01"W	1°21'30"
C21	2645.93'	62.73'	62.73'	S76°23'31"E	1°21'30"
C22	2645.93'	62.73'	62.73'	S77°45'01"E	1°21'30"
C23	2645.93'	62.73'	62.73'	S79°06'31"E	1°21'30"
C24	2645.93'	62.73'	62.73'	S80°28'01"E	1°21'30"
C25	2645.93'	62.73'	62.73'	S81°49'31"E	1°21'30"
C26	2645.93'	62.53'	62.53'	S83°10'53"E	1°21'14"
C27	2645.93'	62.53'	62.53'	S84°32'07"E	1°21'14"
C28	2645.93'	52.59'	52.58'	S85°46'54"E	1°08'19"
C29	20.00'	30.47'	27.60'	S42°42'41"E	87°16'46"
C30	2765.93'	11.33'	11.33'	N85°19'47"W	0°14'05"
C31	2765.93'	65.36'	65.36'	N84°32'07"W	1°21'14"
C32	2765.93'	65.36'	65.36'	N83°10'53"W	1°21'14"
C33	2765.93'	65.57'	65.57'	N81°49'31"W	1°21'30"
C34	2765.93'	65.57'	65.57'	N80°28'01"W	1°21'30"
C35	2765.93'	65.57'	65.57'	N79°06'31"W	1°21'30"
C36	2765.93'	65.57'	65.57'	N77°45'01"W	1°21'30"
C37	2765.93'	65.57'	65.57'	N76°23'31"W	1°21'30"
C38	2765.93'	65.57'	65.57'	S75°02'01"E	1°21'30"
C39	2765.93'	4.80'	4.80'	N74°18'17"W	0°05'58"
C40	608.01'	61.77'	61.74'	N70°25'12"W	5°49'16"
C41	608.01'	63.36'	63.33'	N64°31'28"W	5°58'13"
C42	20.00'	30.97'	27.97'	N31°12'33"W	88°43'16"
C43	2588.93'	40.42'	40.42'	N76°01'02"W	0°53'40"
C44	2588.93'	64.80'	64.80'	N77°10'53"W	1°26'03"
C45	2588.93'	72.52'	72.52'	N78°42'04"W	1°36'18"
C46	2588.93'	65.27'	65.27'	N80°13'33"W	1°26'40"
C47	2588.93'	72.52'	72.52'	N81°45'02"W	1°36'18"
C48	2588.93'	65.27'	65.27'	N83°16'31"W	1°26'40"
C49	2588.93'	79.59'	79.58'	N84°52'42"W	1°45'41"
C50	2588.93'	32.05'	32.05'	N86°06'49"W	0°42'34"
C51	971.50'	29.41'	29.41'	N87°20'07"W	1°44'04"
C52	1000.99'	83.29'	83.27'	N10°46'03"E	4°46'04"
C53	1000.99'	83.29'	83.27'	N05°59'59"E	4°46'04"
C54	21.50'	33.09'	29.92'	N47°42'25"E	88°10'55"
C55	78.50'	51.72'	50.79'	S72°55'19"W	37°45'06"
C56	78.50'	35.31'	35.01'	S41°09'40"W	25°46'13"
C57	78.50'	33.79'	33.53'	S15°56'45"W	24°39'36"
C58	943.99'	11.64'	11.64'	S03°58'09"W	0°42'24"
C59	943.99'	44.43'	44.42'	S05°40'15"W	2°41'48"
C60	943.99'	44.43'	44.42'	S08°22'02"W	2°41'48"
C61	943.99'	44.43'	44.42'	S11°03'50"W	2°41'48"
C62	943.99'	8.09'	8.09'	S12°39'28"W	0°29'28"
C63	20.00'	32.70'	29.18'	S59°44'58"W	93°41'33"
C64	2588.93'	74.83'	74.83'	N72°34'34"W	1°39'22"
C65	20.00'	29.41'	26.83'	N29°37'12"W	84°15'20"
C66	830.00'	1.40'	1.40'	N12°27'38"E	0°05'48"
C67	830.00'	39.06'	39.06'	N11°03'50"E	2°41'47"
C68	830.00'	39.06'	39.06'	N08°22'03"E	2°41'47"
C69	830.00'	39.06'	39.06'	N05°40'15"E	2°41'47"
C70	830.00'	4.89'	4.89'	N04°09'14"E	0°20'15"

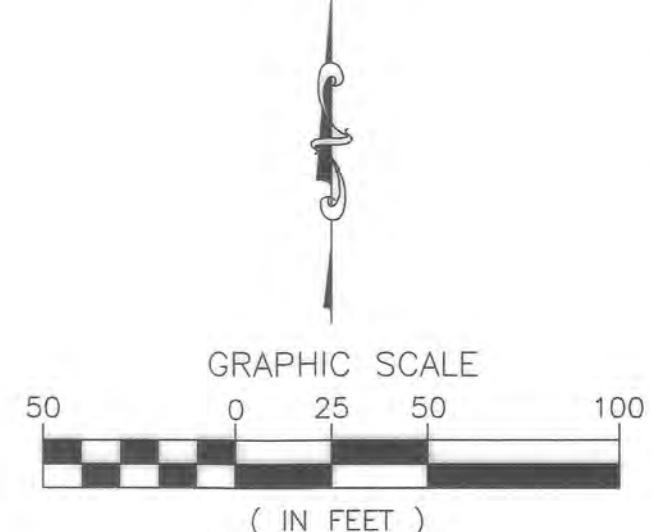
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'09"E	11.93'
L2	S88°12'09"E	8.28'
L3	S01°47'51"W	57.00'
L4	N87°30'24"W	31.62'
L5	N85°22'08"W	47.94'
L6	N23°34'00"E	3.00'
L7	S66°32'13"E	0.50'
L8	S88°12'09"E	10.60'
L9	S88°12'09"E	49.24'
L10	NOT USED	
L11	S88°12'09"E	1.57'
L12	S88°12'09"E	50.00'
L13	N87°30'24"W	25.40'
L14	N28°00'09"W	15.09'



DETAIL A
SCALE: 1"=10'



DETAIL B
SCALE: 1"=10'



LEGEND
X FOUND AS NOTED

- ▢ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
- ▢ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
- ▢ FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
- ▢ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- ▢ SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- ▢ SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
- ④ BLOCK NUMBER
- (R) =RADIAL BEARING

P.O.B.=POINT OF BEGINNING

AREA =10.133 ACRES

1-14-26
PROFESSIONAL LAND SURVEYOR
REGISTERED STATE OF IDAHO
MICHAEL E. MOORE
1/12/26

COEUR D' ALENE PLACE
FORTIETH ADDITION

LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF
SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
E-MAIL:rudy@rfklandsurveying.com

DRAWN MEM	APPROVED RFK	SCALE AS NOTED	PROJECT 25-156
DATE 1/12/26	DATE 1/12/26	SHEET 3 OF 4	FIELD BOOK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO.
ON THE 16 DAY OF January, 2026.

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON QLPE FROM THE CITY OF COEUR D'ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1-326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE 1-16-2026 HEALTH DISTRICT SIGNATURE R.C. ON

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1-331 AND 50-1-333.

MICHAEL E. MOORE P.L.S. #9717 1-14-26 DATE

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH December 31, 2025 THIS

19 DAY OF January, 2026KELLY ANN DEPUTY TREASURER
KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS 16 DAY OF January, 2026.

KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY RECORDER
STATE OF IDAHO
COUNTY OF KOOTENAI

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF RODNEY E. JONES, THIS 16 DAY OF January, 2026.

AT 12463 MINUTES PAST 0 O'CLOCK M, AND DULY RECORDED IN BOOK 12463, PAGE 1, AS INSTRUMENT NO. 12463 FEE \$50

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI II, INC A IDAHO CORPORATION IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE FORTIETH ADDITION. SAID PROPERTY ARE PORTIONS OF LOTS 1 AND 2, BLOCK 16 OF COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H AND LOT 1, BLOCK 22 OF COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B, LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF COEUR D'ALENE PLACE THIRTY-EIGHT ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 973 THRU 973C, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF MOSELLE DRIVE; THENCE S88°1'2"09'E A DISTANCE OF 96.02 FEET TO THE WEST LINE OF LOT 2, BLOCK 16 OF SAID COEUR D'ALENE PLACE; THENCE CONTINUING S88°1'2"09'E A DISTANCE OF 591.84 FEET TO THE WEST LINE OF LOT 1, BLOCK 16 OF SAID COEUR D'ALENE PLACE; THENCE CONTINUING S88°1'2"09'E A DISTANCE OF 37.14 FEET; THENCE S01°47'51"W A DISTANCE OF 120.00 FEET; THENCE S88°1'2"09'E A DISTANCE OF 11.93 FEET; THENCE S01°47'51"W A DISTANCE OF 328.50 FEET; THENCE S88°1'2"09'E A DISTANCE OF 8.28 FEET; THENCE S01°47'51"W A DISTANCE OF 57.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S46°21'47"W, 28.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°52'09" AN ARC DISTANCE OF 31.72 FEET; THENCE S00°55'42"W A DISTANCE OF 80.01 FEET TO A POINT ON THE NORTH LINE OF COEUR D'ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING (3) THREE COURSES:

- 1) N87°30'24"W A DISTANCE OF 31.62 FEET TO THE EAST LINE OF LOT 2, BLOCK 16 OF SAID COEUR D'ALENE PLACE;
- 2) THENCE CONTINUING N87°30'24"W A DISTANCE OF 25.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S46°36'11"W, 28.62 FEET;
- 3) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°20'57" AN ARC DISTANCE OF 31.89 FEET TO THE NORTHEAST CORNER OF COEUR D'ALENE PLACE THIRTY-SIXTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 831 THRU 831C, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF WILBUR AVENUE; THENCE ALONG THE NORTHERLY LINE OF SAID COEUR D'ALENE PLACE THIRTY-SIXTH ADDITION THE FOLLOWING (6) SIX COURSES;
- 1) N85°22'08"W A DISTANCE OF 47.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVE A RADIUS OF 2765.93 FEET AND A CHORD BEARING AND DISTANCE OF N80°13'16"W, 503.87 FEET;
- 2) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°27'08" AN ARC DISTANCE OF 504.57 FEET TO THE EAST LINE OF LOT 1, BLOCK 22 OF SAID COEUR D'ALENE PLACE FIRST ADDITION;
- 3) THENCE CONTINUING ALONG SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N74°37'30"W, 35.73 FEET AND THROUGH A CENTRAL ANGLE OF 00°44'24" A DISTANCE OF 35.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO NORTH AND HAVING A RADIUS OF 608.01 FEET AND A CHORD BEARING AND DISTANCE OF N67°26'06"W, 124.91 FEET;
- 4) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°47'29" AN ARC DISTANCE OF 125.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N18°56'04"W, 27.08 FEET;
- 5) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°12'35" AN ARC DISTANCE OF 29.74 FEET;
- 6) N23°34'00"E A DISTANCE OF 3.00 FEET TO THE BOUNDARY LINE OF SAID COEUR D'ALENE PLACE THIRTY-EIGHT ADDITION; THENCE ALONG THE EASTERLY LINE OF SAID COEUR D'ALENE PLACE THIRTY-EIGHT ADDITION THE FOLLOWING (4) FOUR COURSES;
- 1) S66°32'13"E A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 830.00 FEET AND A CHORD BEATING AND DISTANCE OF N13°43'27"E, 280.80 FEET;
- 2) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°28'41" AN ARC DISTANCE OF 282.16 FEET;
- 3) N01°42'55"E A DISTANCE OF 97.49 FEET;
- 4) N01°22'49"E A DISTANCE OF 100.25 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD.
CONTAINING 10.13 ACRES MORE OR LESS.

1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.

2.) THE OWNER HEREBY GRANT TO THE PUBLIC A TEN FOOT (10') EASEMENT ADJACENT TO RIGHTS OF WAY SHOWN HEREON AND OVER TRACTS A, B AND C TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.

3.) THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE AN WASTEWATER EASEMENT OVER TRACT A.

4.) TRACTS A, B AND C IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

5.) THE OWNER HEREBY DEDICATE THE STREET RIGHT OF WAY OF MICHUAUX LANE, AND VALENTIN LOOP AS SHOWN HEREON TO THE PUBLIC FOREVER.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE
HEREUNTO SUBSCRIBED THIS 16 DAY OF January 2026.BY:
GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)

) SS

COUNTY OF SPOKANE)

ON THIS 16 DAY OF January, 2026, BEFORE ME, Katherine Funk, A
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED
Kevin Schneidmiller KNOWN OR IDENTIFIED TO ME TO BE President FOR
GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS
WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT
SAID CORPORATION EXECUTED THE SAME.

Katherine Funk Hayden, Idaho December 6, 2027
NOTARY PUBLIC FOR THE
STATE OF WASHINGTON RESIDING AT MY COMMISSION EXPIRES

COEUR D'ALENE PLACE
FORTIETH ADDITION

LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF
SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

DRAWN MEM	APPROVED RFK	SCALE N/A	PROJECT 25-156
DATE 1/12/26	DATE 1/12/26	SHEET 4 OF 4	FIELD BOOK
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 E-MAIL:rudy@rfklandsurveying.com			

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Coeur d'Alene Place 40th Addition

THIS AGREEMENT made this 3rd day of February, 2026 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City",

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 40th Addition, a forty-three (43) lot, residential development in Coeur d'Alene, situated in the S 1/2 of the Northeast 1/4 Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 40th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated August 11, 2025, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Fifteen Thousand Nine Hundred Thirty-three and 00/100 Dollars (\$115,933.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of February, 2027. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.

Kevin Schneidmiller
Kevin Schneidmiller, Vice-President

EXHIBIT 'A'

Resolution No. 26-008

Exhibit "A"

AGREEMENT TO PERFORM LANDSCAPE WORK

Coeur d'Alene Place 40th Addition

THIS AGREEMENT made this 3rd day of February, 2026 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 40th Addition, a forty-three (43) lot, three (3) tract residential development in Coeur d'Alene, located in the S 1/2 of the Northeast 1/4 Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 15th day of June, 2026. Said improvements are more particularly described on the submitted estimate dated January 20, 2026, attached as Exhibit 'A', and shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City security in the amount of One Hundred Seventeen Thousand Nine Hundred Eighteen and 00/100 Dollars (\$117,918.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Daniel K. Gookin, Mayor

Developer

Kevin Schneidmiller
Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Project Name:	CDA Place 40th Addition							
Project Number:	8-340000							
Total Acres:	10.13							
# of Single Family Lots:	43							
# of Multi Family units:	0							
Street Names			Cholet Loop	Michaaux Dr.	Alley	per unit	cost	tax
		length	1710	118	135			
		width	30	30	15			
50	Radius	7850	culdesac	15700				
			area - sq ft	51300	19240	2025		
	Expenses							
9-0160	Landscaping-street scape		0 Tract A	3,410		\$ 4.00	13,640	0
			1 Tract B	2,668		\$ 4.00	10,672	0
			0 Tract	13575		\$ 4.00	54,300	0
			1 Tract D			\$ 0.65	0	0
			1 Tract E			\$ 0.65	0	0
			1 Tract F			\$ 0.65	0	0
			1 Tract G			\$ 0.65	0	0
			1 Tract H			\$ 0.65	0	0
			1 Tract I			\$ 0.65	0	0
			1 Tract J			\$ 0.65	0	0
			1 Tract K			\$ 0.65	0	0
			1 Clock Timer			\$ 2,500.00	0	
			1 park Equipment			\$ 115,500.00	0	0
			1 Roundabout	Center landscape		\$ 1.50	0	0
	CONSTRUCTION COSTS							
	150%							
	117,918							
	TOTAL COST (Includes Allocations)							

**CITY COUNCIL
STAFF REPORT**

DATE: February 3, 2026

FROM: Chris Bosley – City Engineer

SUBJECT: Acceptance of an Easement for Public Sidewalk to the City of Coeur d'Alene.

=====

DECISION POINT: Should Council accept the grant of an easement for a sidewalk at the Faith Walk Fitness Park on Atlas Road?

HISTORY: With the development of the Faith Walk Fitness Park, located at 4971 N. Atlas Road, a 10-foot-wide sidewalk has been constructed around the perimeter of the property. Due to the width of the right-of-way on N. Abbey Road and the meandering of the sidewalk, a 30' easement is to be dedicated to allow public access to the facility.

FINANCIAL ANALYSIS: The cost to the City for this easement is One Dollar (\$1.00).

PERFORMANCE ANALYSIS: Acceptance of this easement allows the public to use the sidewalk.

DECISION POINT/RECOMMENDATION: Council should accept the grant of a sidewalk easement to the City of Coeur d'Alene.

PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Faith Walk Community Fitness Park Inc., a state of Washington nonprofit corporation, whose address is 2000 West John Loop, Coeur d'Alene, Idaho, 83814, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, state of Idaho, receipt of which is acknowledged, does hereby grant unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, a non-exclusive easement, together with the rights of ingress and egress, for the improvement and maintenance of a 10' wide public sidewalk, over, upon, and across the real property described as Northshire, Block 1, excepting the south 196.73', recorded in Book E of Plats, page 199, records of Kootenai County (the **PROPERTY**). The easement is more particularly described as follows:

A 30' wide easement along the westerly and northerly boundaries of the **PROPERTY**, as shown in Exhibit "A" attached hereto and incorporated herein by reference.

The **GRANTOR** reserves the right to grant additional easements and construct improvements over, upon, and across this easement, as long as such easements and improvements do not interfere with the **GRANTEE**'s or the public's reasonable use of a 10' wide public sidewalk located therein.

Should it be necessary for the **GRANTEE** to remove or damage any asphalt, concrete, landscaping, or other improvements within the easement, the **GRANTEE** shall repair and restore them to their original condition at the expense of the **GRANTEE**.

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

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

Daniel W. Pinkerton, President
Faith Walk Community Fitness Park, Inc.

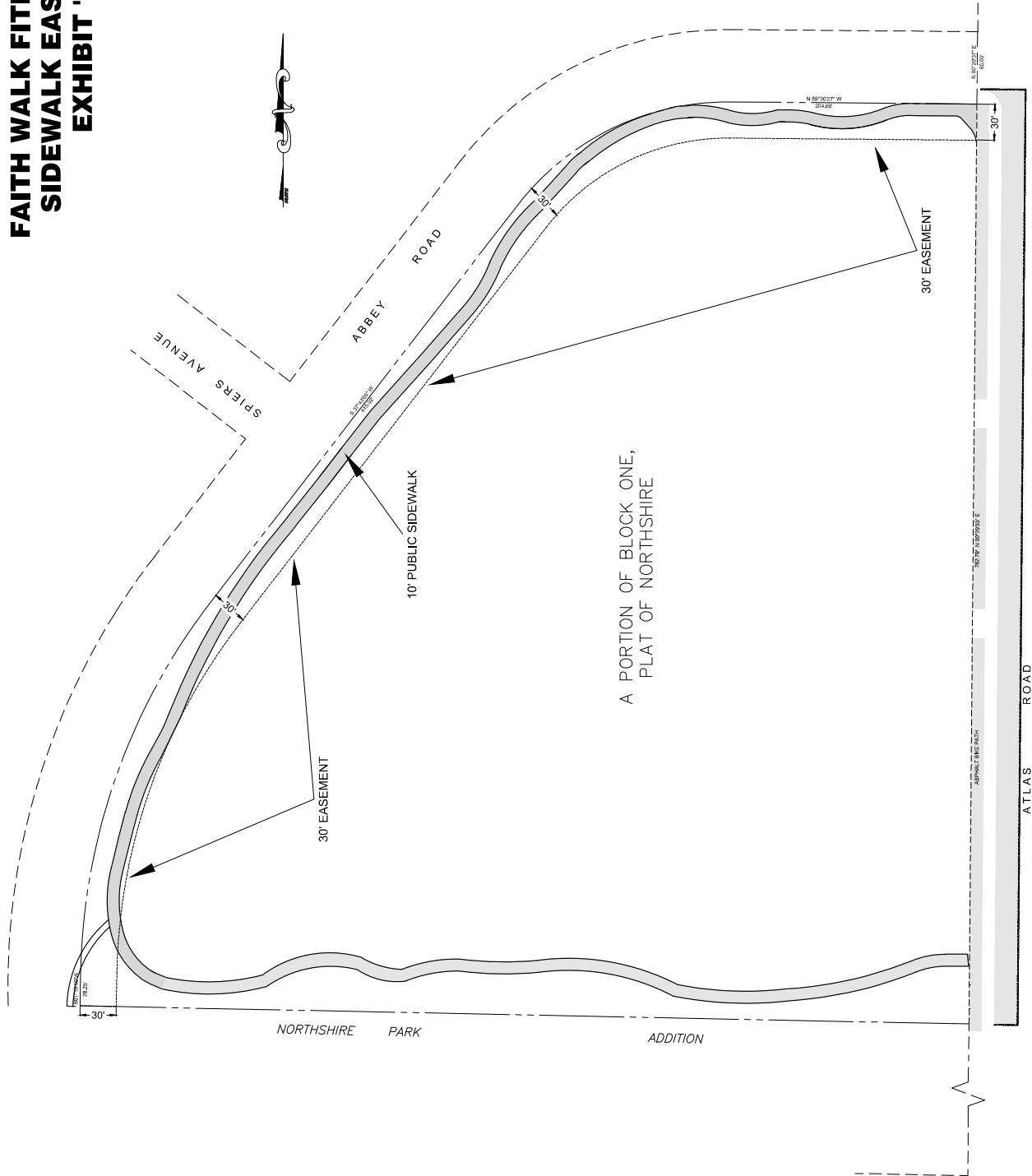
STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Daniel W. Pinkerton, known to me to be the President of Faith Walk Community Fitness Park, Inc., and the person(s) who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation 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 Kootenai County
My Commission Expires:_____

**FAITH WALK FITNESS PARK
SIDEWALK EASEMENT
EXHIBIT "A"**



**CITY COUNCIL
STAFF REPORT**

DATE: February 3, 2026

FROM: Chris Bosley – City Engineer

SUBJECT: Acceptance of a deed for grant of a multiuse path easement to the City of Coeur d'Alene.

DECISION POINT: Should Council accept an easement from Glacier 3700 Seltice Way, LLC, to accommodate a realignment of an existing portion of the multiuse path at 3700 W. Seltice Way?

HISTORY: With the recent occupancy of 3700 W. Seltice Way (former US Bank Call Center) by Heritage Health, a new bus stop is to be constructed at the entrance on Seltice Way. The property owner (Glacier 3700 Seltice Way, LLC) coordinated the proposed bus stop with Citylink bus service to formalize it, seeing the need for a closer bus stop for patients. The bus stop will include acceleration and deceleration lane to provide safe access for both buses and passenger cars. To accommodate the bus stop, the existing multiuse path will have to be relocated outside of the existing right-of-way. This easement is adjacent to Seltice Way right-of-way to accommodate the path. Staff from the Streets & Engineering and Parks Departments worked with the property owner to develop a bus stop and multiuse path configuration that improves safety and accessibility.

FINANCIAL ANALYSIS: The cost to the City for this easement is One Dollar (\$1.00).

PERFORMANCE ANALYSIS: Acceptance of this easement allows the bus stop construction and multiuse path realignment to move forward.

DECISION POINT/RECOMMENDATION: Council should accept the easement for the realignment of the multiuse path at 3700 E. Seltice Way.

Easement for Multiuse Path Purposes

KNOW ALL MEN BY THESE PRESENTS, that Glacier 3700 Seltice Way, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Charles R. Nipp, Member, the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is, City Hall, 710 E. Mullan Avenue, Coeur d'Alene, 83814-3958 receipt of which is acknowledged, does hereby, grant, quitclaim and convey unto the City of Coeur d'Alene, its successors and assigns, an easement, together with the rights of ingress and egress for the. installation, improvement, operation and maintenance of public multiuse path over, on and through the following described property:

See attached Exhibit "A"

GRANTOR, its heirs, successors and assigns shall not erect or construct, or, permit to be erected or constructed, any building, structure or improvement, or plant any tree or trees, or plant any other vegetation or flora, or increase or decrease the existing ground elevations within said easement that would impact or restrict the public use of the multiuse path, without the express written approval of the City of Coeur d'Alene as evidenced by an authorized signature on an approved plan. Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the installed facility, the GRANTEE shall repair and restore them to their original condition at the expense of the GRANTEE.

GRANTOR agrees that all multiuse path facilities to be installed by the GRANTOR, will conform to the standards currently in place (ADA "2010 Standards) of the Americans with Disabilities Act, Titles II and III.

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

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

This agreement shall be binding upon the GRANTEE and GRANTORs heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed, this _____ day of _____, 2025.

GLACIER 3700 SELTICE, LLC

BY: _____
Charles R. Nipp, Member

STATE OF IDAHO)
) SS
COUNTY OF Kootenai)

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared Charles R. Nipp, of Glacier 3700 Seltice, LLC, known or identified to me to be a Member of the said Limited Liability Corporation, and the person who executed the foregoing Instrument on its behalf, and acknowledged to me that said Limited Liability Corporation 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: _____
My Commission expires: _____

EXHIBIT A



September 18, 2025

Job No. 23042-0072

EASEMENT LEGAL DESCRIPTION

That portion of Lot 1, Block 7, *Mill River First Addition*, filed May 24, 2005 in Book J of Plats at page 202, records of Kootenai County, Idaho, situate in the Southwest quarter of the Southeast quarter of Section 4, Township 50 North, Range 4 West of the Boise Meridian in the City of Coeur d'Alene, Kootenai County, Idaho described as follows:

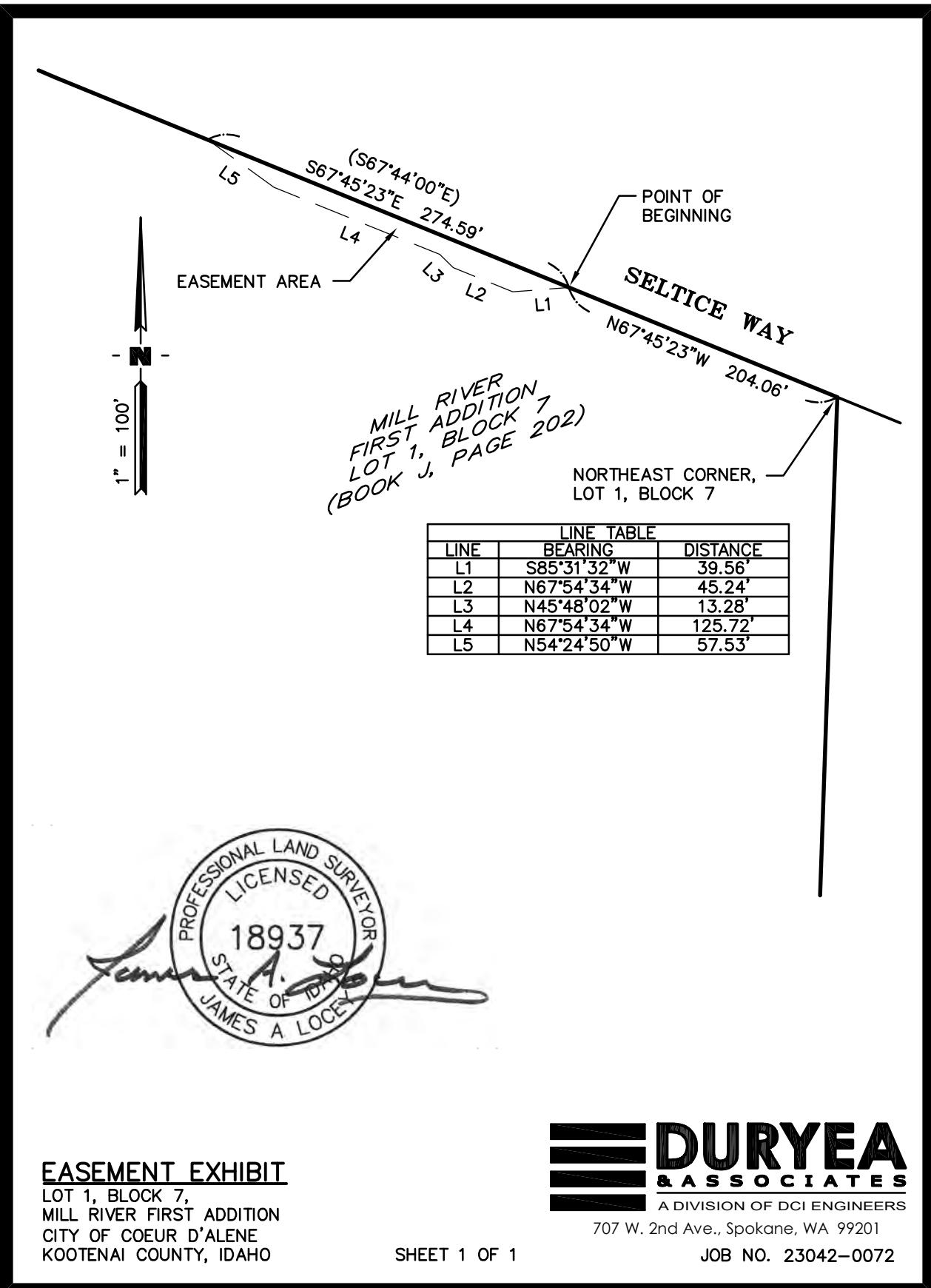
COMMENCING at the Northeast corner of said Lot 1, being hereinabove described; thence North 67° 45' 23" West (Plat bearing of North 67° 44' 00" West) a distance of 204.06 feet along the Northeasterly line of said Lot 1 to the POINT OF BEGINNING of this description; thence, leaving said Northeasterly line, South 85° 31' 32" West, 39.56 feet; thence North 67° 54' 34" West, 45.24 feet; thence North 45° 48' 02" West, 13.28 feet; thence North 67° 54' 34" West, 125.72 feet; thence North 54° 24' 50" West, 57.53 feet to a point on the Northeasterly line of said Lot 1; thence South 67° 45' 23" East a distance of 274.59 feet to the point of beginning of this description.

The hereinabove described tract contains 3,331 square feet, more or less.

Prepared by:

James A. Locey
PLS 18937
Expires: 12/31/2026





OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 3, 2026
FROM: MONTE MCCULLY, TRAILS COORDINATOR
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR
RE: DECLARATION THAT A PORTION OF PUBLIC PROPERTY IS NOT USED FOR PUBLIC PURPOSES, DECLARATION OF THE VALUE OF THAT PROPERTY, AND SETTING A PUBLIC HEARING FOR MARCH 3, 2026, IN ORDER TO EXCHANGE IT FOR REAL PROPERTY IMPROVEMENTS BY GLACIER 3700 SELTICE, LLC

DECISION POINT: Should Council declare that a portion of Tax # 24207, which is public property located behind 3700 W. Seltice Way, is not used for public purposes, declare the value of that portion of public property is \$85,000.00, and set a public hearing for March 3, 2026, in order to exchange that property for improvements to the City's real property comprised of completion of a portion of the Atlas Trail connection, substantial public improvements to the adjacent City-owned property, and the purchase of permanent solar lighting for the skate park, to be completed and paid for by Glacier 3700 Seltice, LLC?

HISTORY: In 2014, the City of Coeur d'Alene purchased 20 acres within a 2-mile stretch of the former BNSF Railway right-of-way for a price of \$2.5 million. The former railroad right-of-way to the east that was also purchased in 2014 is being developed along with the Atlas Trail extension as part of the Rivers Edge Apartments and Atlas Waterfront projects. This section of the former BNSF Railway right-of-way, which is south of 3700 W. Seltice Way, which is operated by Heritage Health and owned by Glacier 3700 Seltice, LLC, d/b/a Parkwood Properties, (hereinafter referred to as "Glacier") has an irregular shape due to the railroad lines, and there is a triangular piece that would not be needed as part of the Atlas Trail extension to connect to the trail further west.

Using the \$2.5 million purchase price and the equivalent square footage of the property, which is 22,000 square feet, the price per square foot would have been \$2.87, and the property's estimated value at the time of purchase is estimated at \$63,131. With an annual average inflation rate of 2.89%, the value of the potential surplus property would have increased to approximately \$86,395 or \$3.93 per square foot today. However, due to the size, shape, location, limited access, and limited visibility to the property, the value of the land is actually less. Additionally, it has no public frontage road or utility services, further limiting development opportunities. The best case and most likely scenario would be for the property to be acquired and developed by an adjacent property owner.

FINANCIAL / PERFORMANCE ANALYSIS: Glacier is interested in acquiring the surplus property in exchange for public benefit trail enhancements and purchasing solar lighting for the skate park as shown on the following exhibits. Staff believes that the cost of the improvements is equal to or greater than the estimated current value of the subject property.

The Parks and Recreation Department has indicated that the City does not have a need for additional land next to the Atlas Trail connection, and exchanging the property would reduce City staff costs

related to landscaping and ongoing operations and maintenance, and result in trail enhancements for the public.

Idaho Code § 50-1403(2) provides for the exchange the property “for real property of equal value” if it is deemed in the best interests of the City. The term “real property” is not defined in Title 50, Chapter 14, Idaho Code. However, the term is defined in I.C. § 55-101 as follows: “Real property or real estate consists of: 1. Lands, possessory rights to land, ditch and water rights, and mining claims, both lode and placer. 2. That which is affixed to land. 3. That which is appurtenant to land.” Appurtenant is a legal term which means: “Belonging to; accessory or incident to; adjunct, appended, or annexed to.” Black’s Law Dictionary, 5th ed. (1979). The Black’s definition goes on to say: “A thing is deemed to be incidental or *appurtenant* to land when it is by right *used with the land for its benefit*, as in the case of a way, or watercourse, or of a passage for light, air, or heat from or across the land of another.” [Emphasis original and added.]

Glacier is offering several things in exchange for the City’s property: 1) A double trail section; 2) light poles and fixtures to enhance security along the trail; 3) a bike repair station; 4) four (4) widened concrete areas for future public benefits such as public art or public exercise equipment; and 5) maintenance of the dryland grass seed xeriscaped shoulders of the trail, and 6) the purchase of solar lighting for the skate park. The total value of the proposed improvements is \$85,000, and each would belong to or be accessory to the City trailways or City property along the skate park. Therefore, each would be considered “real property,” subject to exchange for City real property.

Staff recommends setting the value of the land at \$85,000.00 rather than doing an appraisal due to the unusual nature of the property. City Council will determine the value or if an appraisal is required.

This matter went to the Parks and Recreation Commission on January 26, 2026. They were supportive of the request to exchange the unused City-owned property for completion of a portion of the Atlas Trail connection, substantial public improvements to the adjacent City-owned property, and the purchase of solar lights for the skate park. They voted to recommend that the City Council exchange the property for improvements to City real property to be completed and paid for by Glacier 3700 Seltice, LLC.

DECISION POINT/RECOMMENDATION: Council should declare that a portion of Tax # 24207, which is public property located behind 3700 W. Seltice Way, is not used for public purposes, declare the value of that portion of public property is \$85,000.00, and set a public hearing for March 3, 2026, in order to exchange that property for improvements to the City’s real property comprised of the completion of a portion of the Atlas Trail connection, substantial public improvements to the adjacent City-owned property, and the purchase of permanent solar lighting for the skate park, to be completed and paid for by Glacier 3700 Seltice, LLC.



2100 Northwest Blvd., Suite 350
Coeur d'Alene, ID 83814
phone 208-667-4086
fax 208-667-5147

January 19, 2026

Hilary Patterson, Community Planning Director
Monty McCully, Trails Coordinator
City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814

CC: Troy Tymesen, City Administrator

Hilary and Monte,

Thank you for your time to brainstorm ideas regarding our Atlas Trail frontage improvements in the former BNSF railroad right-of-way (ROW) south of the new Heritage Health Center for Healthy Living at 3700 W. Seltice Way. There are clear mutual gains from a development agreement that exchanges the public benefits from enhanced Atlas Trail amenities for the grant of .5ac of surplus former railroad ROW adjacent to our parcel.

Glacier 3700 Seltice, LLC (dba Parkwood Business Properties) is required to construct the City standard 15' wide multi-use trail profile as a part of our frontage improvements for the upcoming Phase 2 building permit for this site. We're excited to help connect one more link in the Atlas Trail between Atlas Park and Johnson Mill River Park to enhance the ped-bike network in our region. We propose to enhance this ~900' long section of trail with several added features to provide additional public benefits in this area of our community.

Public amenity or trail enhancement	Cost estimate
A double trail section similar to the recently constructed Atlas Waterfront with a 12' wide paved path and an adjacent 8' wide crushed gravel path for joggers and pedestrians. This adds public benefits by providing an alternate path for slower speed walkers and joggers and more trail carrying capacity for public use.	\$10,000
Installation of Avista "Salem" light poles and fixtures in four (4) places along our frontage to match the nearby Atlas Waterfront improvements. This will benefit the public with enhanced safety and security for trail users along this section of the trail.	\$20,000
Installation of a City standard Deero FixIt bike repair station with pump and an adjacent bench for tired riders. Public benefit to bike users for any repairs needed while using this area of the trail.	\$3,000
Four (4) widened concrete areas adjacent to the paved trail for future public benefits. Similar to the Atlas Waterfront trail, these areas will be open for future public art installations in conjunction with the Coeur d'Alene Arts Commission or possibly public exercise equipment supplied and maintained by Heritage Health as a part of their	\$40,000

Center for Healthy Living public outreach. Public benefits vary depending on the final use of these newly provided areas.	
A commitment to maintain the dryland grass seed xeriscaped shoulders of the trail area on the ROW section adjacent to our site. Public benefit provided by reducing City maintenance costs.	\$4,000
A cash contribution of \$8,000 towards added solar lighting at the skate park as requested by the City Parks department.	\$8,000
Total estimated private cost of public benefits	\$85,000

A graphic showing these proposed public benefit trail enhancements is attached.

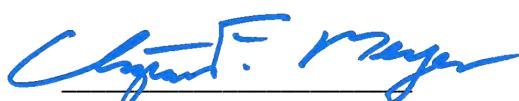
In exchange for the public benefits from the proposed trail enhancements we request that the City deed to Parkwood the approximately 22,000sf of surplus former railroad ROW that exceeds the normal 60' wide ROW for the Atlas Trail. Due to a Y junction in the railroad tracks serving the former Atlas Mill site, the ROW in this area flares out in excess of the normal 60' wide ROW section that surrounds most stretches of single track. This surplus triangular shaped parcel has no public road frontage or utility services making it an undevelopable orphan parcel. By deeding this property to the adjacent private owner the City can place it back on the tax rolls and generate new income for public services.

A July 12, 2014 Spokesman-Review article reports that the City purchased the entire 20 acre, 2 mile stretch of former BNSF Railway right-of-way for a price of \$2.5 million. Using this \$2.87 price per square foot acquisition value, the 22,000sf of surplus ROW requested by Parkwood was acquired by the City for a cost of \$63,131. Escalating this value forward at a 2.5% escalation rate over the 12 years of City ownership produces an escalated land value of approximately \$85,000. This acquisition cost is approximately equal to the \$85,000 estimated value of the public benefits package being proposed in exchange.

With your concurrence, we propose a Development Agreement with the City to formalize this exchange of benefits and to construct the offered trail enhancements in summer 2026 while we are completing the second phase of the adjacent Center for Healthy Living. In parallel the City would proceed per Idaho Code 50-1401 to declare the value of the surplus right-of-way property and convey it to Glacier 3700 Seltice Way, LLC.

We hope you find this proposal to be a win-win solution where the public receives substantial benefits from the trail enhancements and the City gains more tax revenue from the transfer of surplus ROW to private ownership. I look forward to formalizing this proposal and will follow up on the next steps.

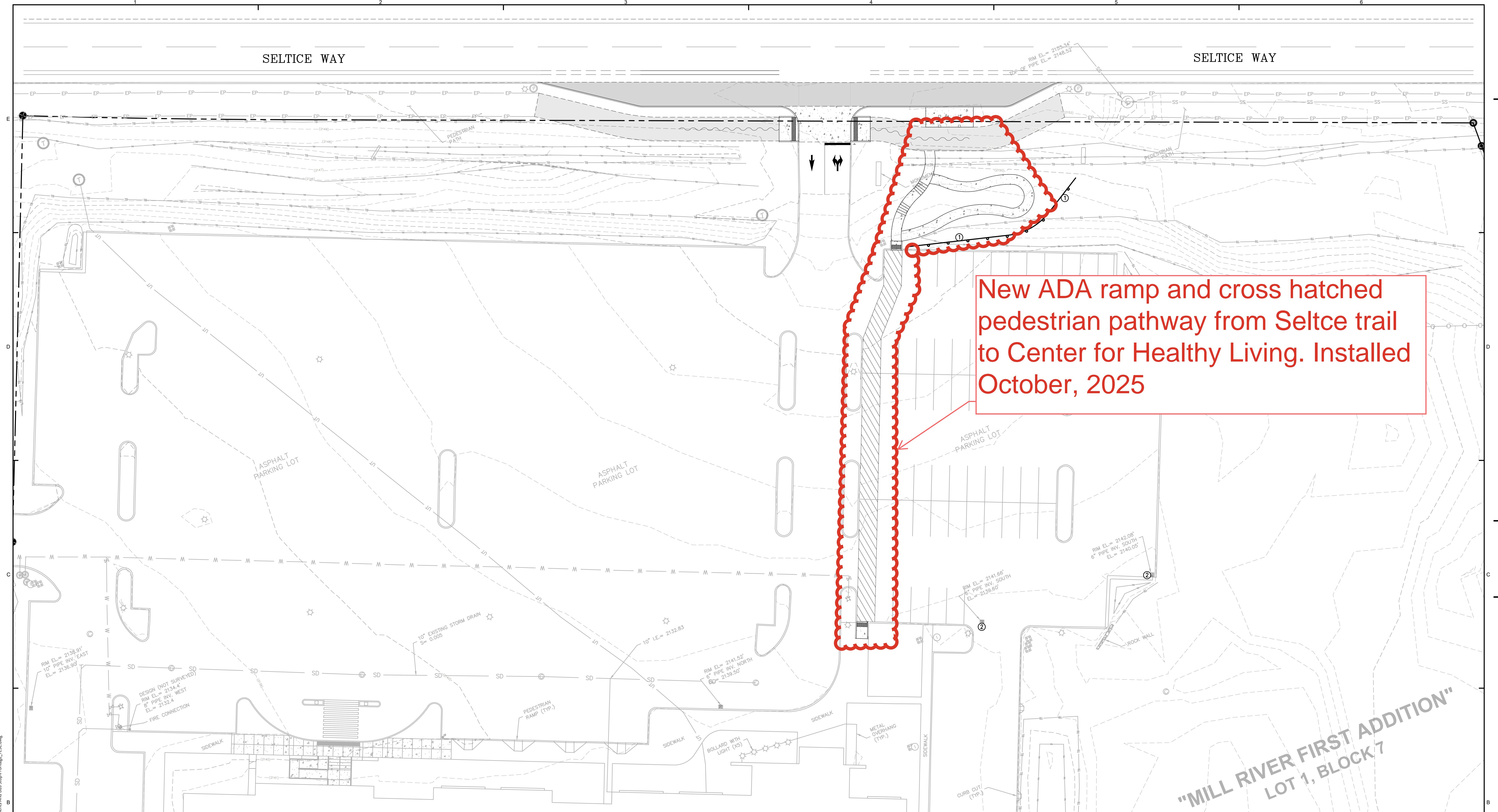
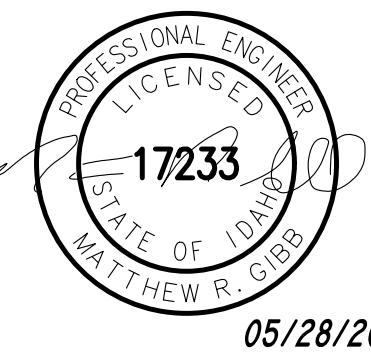
Sincerely,



Chris Meyer, Partner
Parkwood Business Properties

Proposed .5 ac of surplus ROW to be valued and exchanged for public benefit trail enhancements





FILE LOCATION: C:\Users\Spokane\Downloads\DCI\Mill River First Addition\Permit Documents\Site Plan and Bus Stop\Site Plan and Bus Stop.dwg

PLOT DATE: 5/27/2025 9:28 AM

REFERENCE NOTES:

① PROVIDE NEW SILT FENCE PER CITY OF COEUR D'ALENE STANDARD DRAWINGS M-20. SEE DETAIL 2/C-501.

② PROVIDE NEW INLET PROTECTION PER CITY OF COEUR D'ALENE STANDARD DRAWINGS M-19. SEE DETAIL 1/C-501.

ENGINEER'S NOTES:

- EROSION CONTROL MEASURES SHOWN ON THE PLAN ARE MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL INSTALL ADDITIONAL MEASURES, AS NEEDED, TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE SITE OR FROM COMPROMISING THE PROPOSED/EXISTING STORM WATER SYSTEM.
- SEE SHEET C-002 FOR ADDITIONAL ESC NOTES.
- CONTRACTOR SHALL CONSTRUCT NECESSARY EROSION CONTROL FACILITIES BEFORE GRADING BEGINS. THESE FACILITIES SHALL BE OPERATIONAL BEFORE THE CONSTRUCTION OF SITE IMPROVEMENTS.
- CONTRACTOR IS RESPONSIBLE FOR DESIGNATING A LOCATION WHERE CONCRETE TRUCK OR EQUIPMENT CAN BE WASHED OUT. THIS AREA SHALL NOT BE LOCATED NEAR OR DRAINING INTO A STORM DRAINAGE AREA, TREATMENT AREA, DRAINAGE STRUCTURE OR OTHER STORM WATER FACILITY.
- IF ADDITIONAL INLET PROTECTION IS NEEDED, PROVIDE INLET PROTECTION PER CITY OF COEUR D'ALENE STANDARD DRAWINGS M-19. SEE DETAIL 1/C-501.

CONTRACTOR NOTE

THESE DRAWINGS ARE SUFFICIENTLY COMPLETE FOR SUBMISSION TO THE JURISDICTION HAVING AUTHORITY FOR PERMIT. THE CONTRACTOR SHALL NOT USE THESE DRAWINGS FOR CONSTRUCTION UNTIL THE CONTRACTOR RECEIVES WRITTEN APPROVAL FOR USE IN CONSTRUCTION BY THE JURISDICTION HAVING AUTHORITY AND DCI ENGINEERS.

CONTRACTOR NOTE

ALL EXISTING UTILITIES SHOWN ON PLANS ARE TO BE VERIFIED HORIZONTALLY AND VERTICALLY PRIOR TO ANY CONSTRUCTION. ALL EXISTING FEATURES INCLUDING BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORD MAPS AND SURVEYS FURNISHED BY OTHERS. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS AND SURVEYS. CONTACT THE UTILITY OWNER/AGENCY FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO CONSTRUCTION.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

DCI
ENGINEERS
208 N 4th Street
Coeur d'Alene, Idaho 83814
P: (208) 825-1195 www.dci-engineers.com
STRUCTURAL / CIVIL / SURVEY
© Copyright 05/2025 D'Amato Conversion Inc. All Rights Reserved
The information contained in this document is the sole property of D'Amato Conversion Inc. and is confidential. It is the responsibility of the user to protect this information and to not disclose any responsibility for its unauthorized use.

NEW DRIVE LANES AND BUS STOP

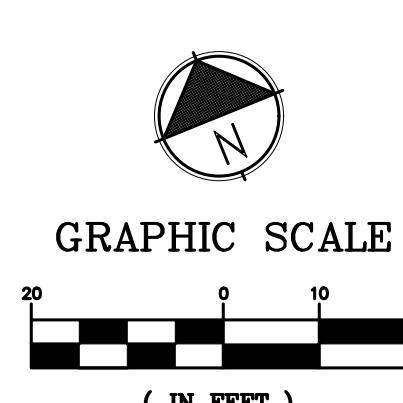
PARKWOOD BUSINESS PROPERTIES

PERMIT DOCUMENTS

REV	DATE	DESCRIPTION

PROJ. NO.	2024-050
DRAWN	DEM
CHECKER	MRG
PROJ. MNGR	MRG
DATE	05/28/25

© ALSC ARCHITECTS, P.S.



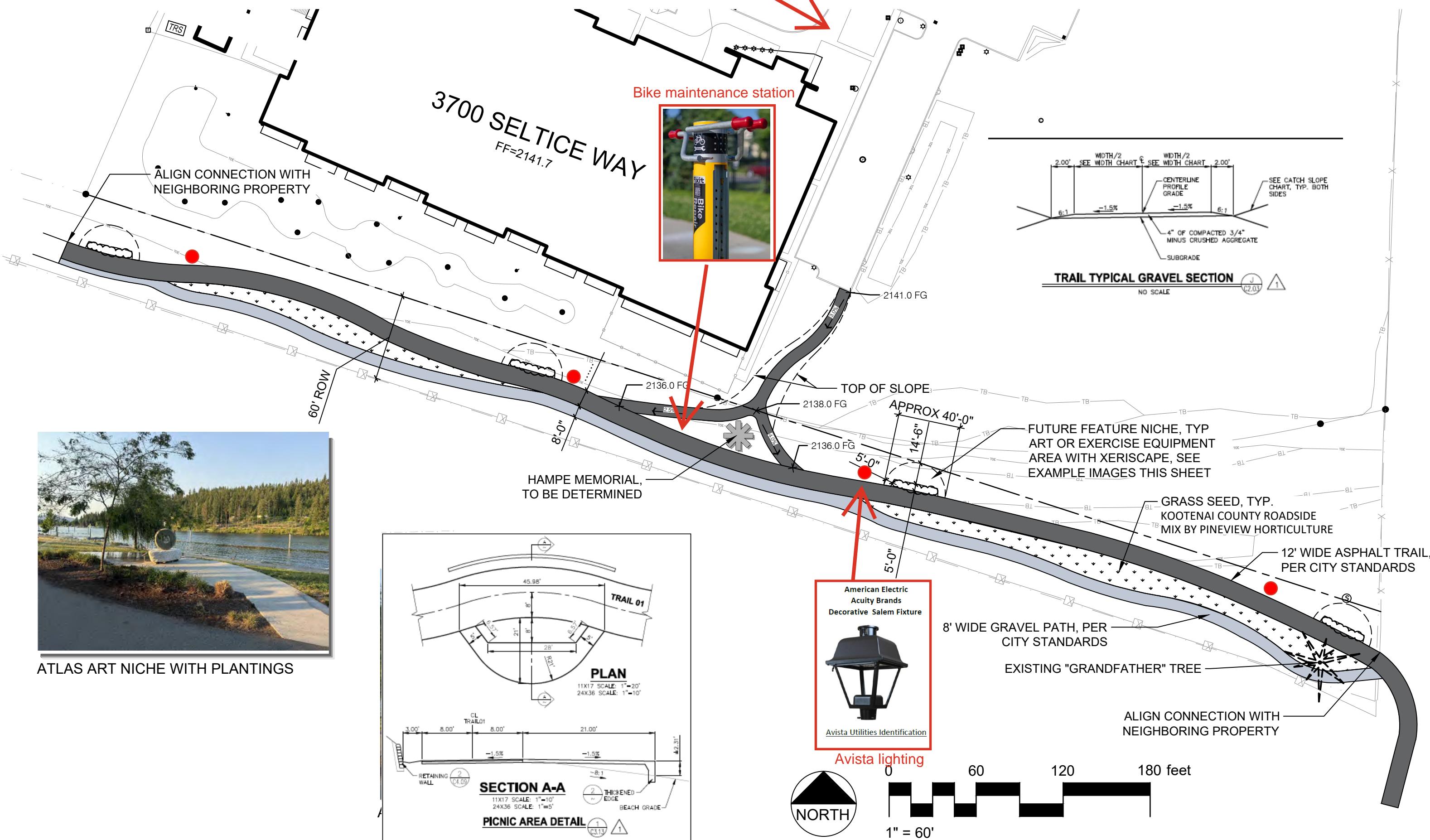
TEMPORARY
EROSION AND
SEDIMENT
CONTROL PLAN

C-101

3700 SELTICE WAY HERITAGE HEALTH ROW IMPROVEMENTS

Cross hatched pedestrian path from Center for Healthy Living up to Seltice Trail starts here.

ALSC
ARCHITECTS



RESOLUTION NO. 26-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING THAT A PORTION OF TAX #24207, OWNED BY THE CITY AND LOCATED BEHIND 3700 W. SELTICE WAY, COEUR D'ALENE, IDAHO, IS NOT USED FOR PUBLIC PURPOSES; THAT THE VALUE OF SAID PORTION OF REAL PROPERTY IS EIGHTY-FIVE AND NO/100 DOLLARS (\$85,000.00); THAT THE CITY INTENDS TO EXCHANGE THAT PROPERTY FOR IMPROVEMENTS TO REAL PROPERTY TO GLACIER 3700 SELTICE, LLC; AND SETTING A PUBLIC HEARING FOR THE EXCHANGE FOR MARCH 3, 2026.

WHEREAS, in 2014, the City purchased 20 acres within a 2-mile stretch of the former BNSF Railway right-of-way for a price of \$2.5 million. The former railroad right-of-way to the east that was also purchased in 2014 is being developed along with the Atlas Trail extension as part of the Rivers Edge Apartments and Atlas Waterfront projects. This section of the former BNSF Railway right-of-way, which is south of 3700 W. Seltice Way, on which operates Heritage Health and which is owned by Glacier 3700 Seltice, LLC, d/b/a Parkwood Properties, (hereinafter referred to as "Glacier") has an irregular shape due to the railroad lines, and there is a triangular piece that would not be needed as part of the Atlas Trail extension to connect to the trail further west.; and

WHEREAS, using the \$2.5 million purchase price and the equivalent square footage of the property, which is 22,000 square feet, the price per square foot would have been \$2.87 in 2014, and the property's estimated value at the time of purchase is estimated at \$63,131.00. With an annual average inflation rate of 2.89%, the value of the potential surplus property would have increased to approximately \$86,395 or \$3.93 per square foot today. However, due to the size, shape, location, limited access, and limited visibility to the property, the value of the land is actually less square foot value of the entire acquired property. Additionally, it has no public frontage road or utility services, further limiting development opportunities; and

WHEREAS, Glacier 3700 Seltice, LLC, is interested in acquiring the parcel in exchange for it completing and paying for: 1) A double trail section; 2) light poles and fixtures to enhance security along the trail; 3) a bike repair station; 4) four (4) widened concrete areas for future public benefits such as public art or public exercise equipment; 5) maintenance of the dryland grass seed xeriscaped shoulders of the trail; and 6) permanent solar lighting for the skate park. The total value of the proposed improvements is \$85,000, and each would belong to or be accessory to the City trailways or City property along the skate park. Therefore, each would be considered "real property," subject to exchange for City real property; and

WHEREAS, the City considers that the value of the improvements offered by Glacier 3700 Seltice, LLC, is equal to the value of the real property to be exchanged; and

WHEREAS, the property to be exchanged is not used for public purposes and it is not anticipated that there will be any public purposes for the property in the future.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the portion of Tax # 24207, which is public property located behind 3700 W. Seltice Way, is not used for public purposes, and that the value of that portion of public property is \$85,000.00.

BE IT FURTHER RESOLVED that a public hearing be set for March 3, 2026, in order to exchange the identified property for improvements to other of the City's real property, to be completed and paid for by Glacier 3700 Seltice, LLC.

DATED this 3rd day of February, 2026.

Daniel K. Gookin, 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 GABRIEL	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER SHECKLER	Voted

was absent. Motion .



City of Coeur d'Alene

**Fire/EMS Deployment
Study**

Final Report – Feb 3, 2026



1

ESCI OVERVIEW

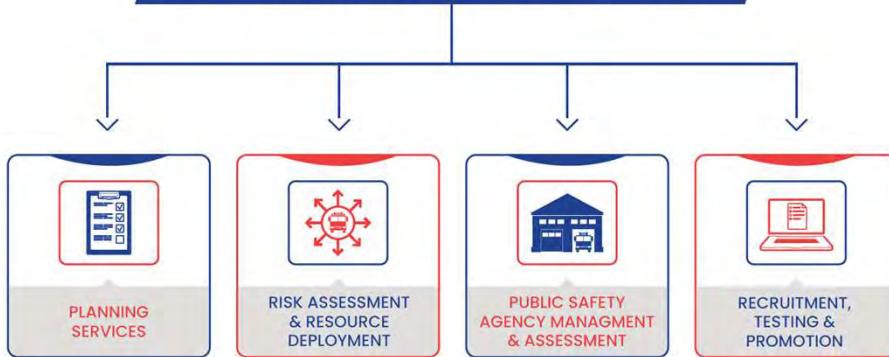


2

ESCI OVERVIEW



COMMUNITY SAFETY



3

Study Scope



- Evaluation of fire protection and EMS services
 - Current and future needs
 - Concentration of community risks
- Assessment of operations, deployment, staffing.
 - Station sites
 - Staffing levels
 - Fire protection, ladder service & EMS deployment.

4

Methods of Analysis



- GIS modeling and scenario planning
- Comparative analysis of station location scenarios
- Evaluated the FD's Staffing Relief Factor

5

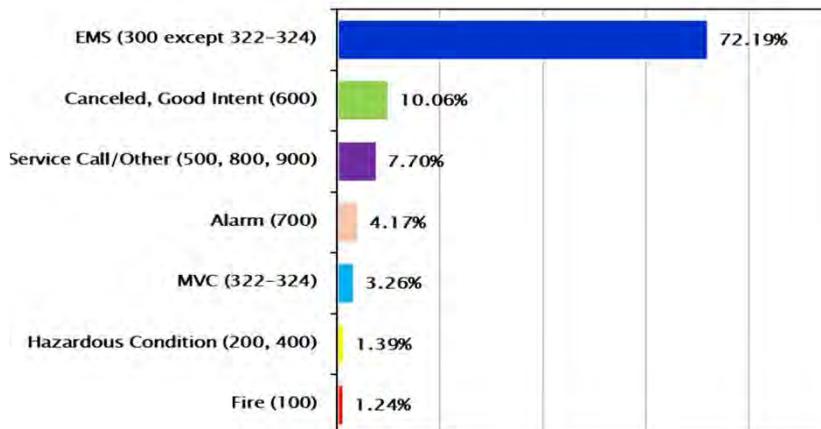
Primary Findings



- Steadily growing community
- Increasing service demand
 - Population and Visitors
- Significant high-rise and commercial risk
- Strong countywide ALS ambulance service
- Bond approval for Station #2 & fire apparatus

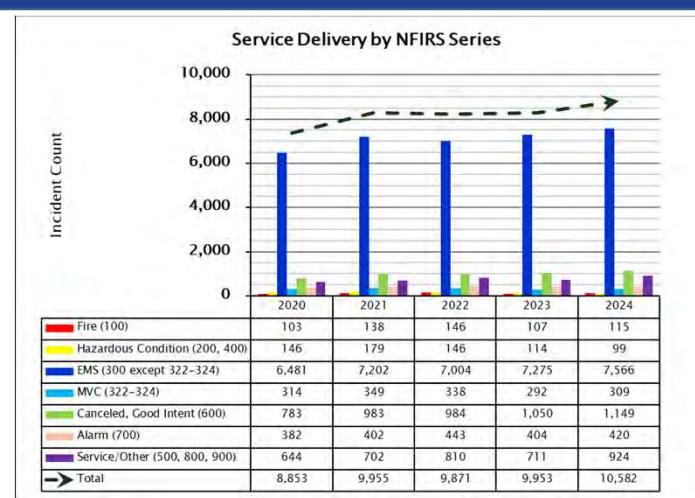
6

Service Delivery



7

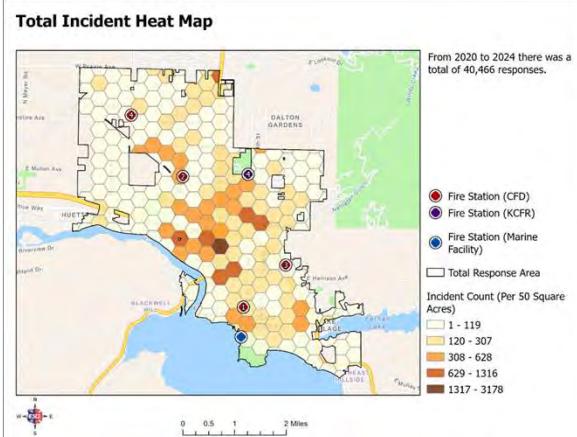
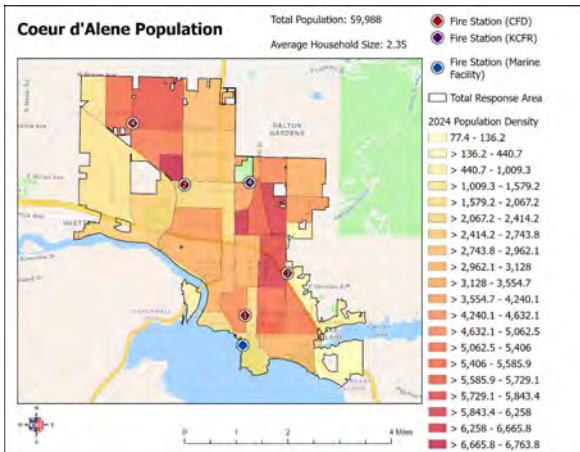
Incident Growth



<u>Five Year Increase</u>	19.5%	↗
• Service/Other	10.5%	↗
• Fire Incidents	5.1%	↗
• EMS Incidents	4.1%	↗

8

Population Density & Incident Density



9

Comparative Analysis



Fire Company Distribution

- 10 Deployment Scenarios
- 4 and 5 Station deployment
 - CFD, chosen sites, ArcGIS software, and consulting judgment.

Ladder Truck Distribution

- 4 Deployment Scenarios
- 1 and 2 Station deployment
- Existing and Proposed Sites

Count of Incidents

Building Square Footage

Count of Structures

Square miles Covered

10

Comparative Analysis



ALS Unit Distribution (EMS)

- 7 Deployment Scenarios
- Assumed Med 34 is staffed fulltime.

Regional Deployment Perspective

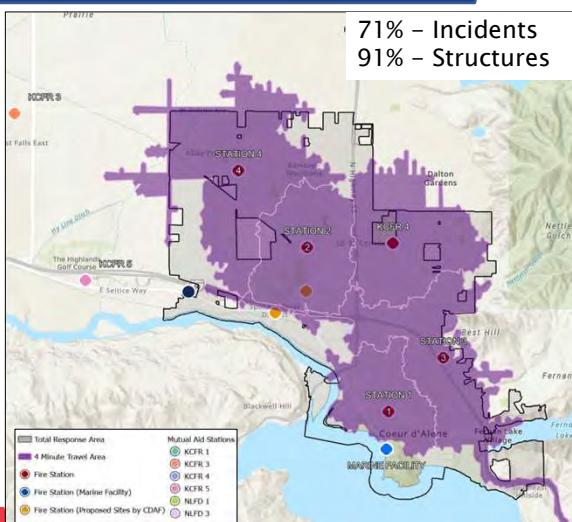
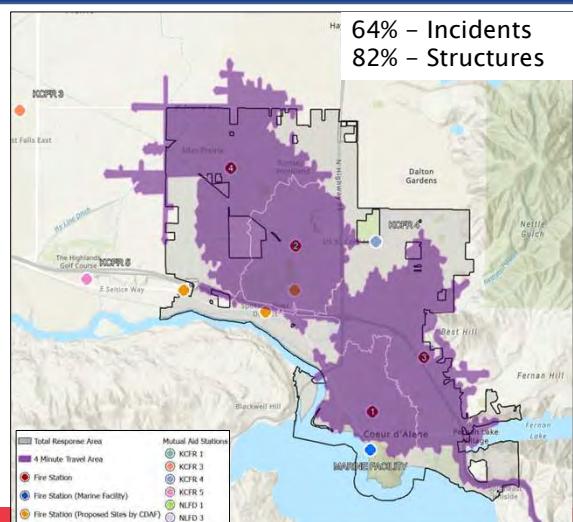
4 Minute Travel

Maximize EMS incidents

Optimize the 3 ALS Units

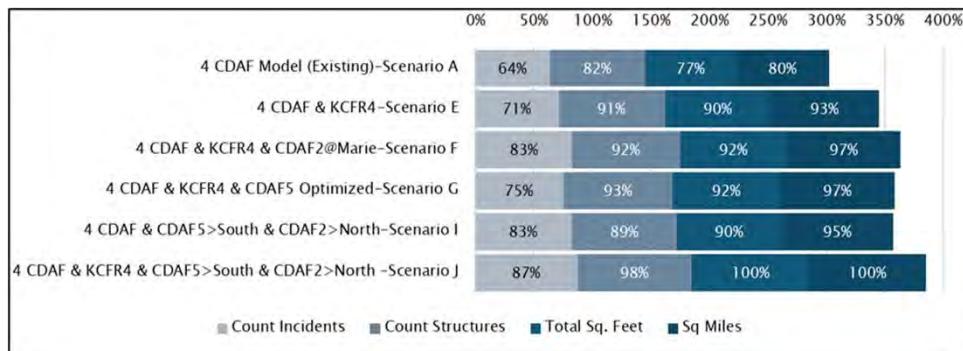
11

Existing Station Deployment + KCFR #4



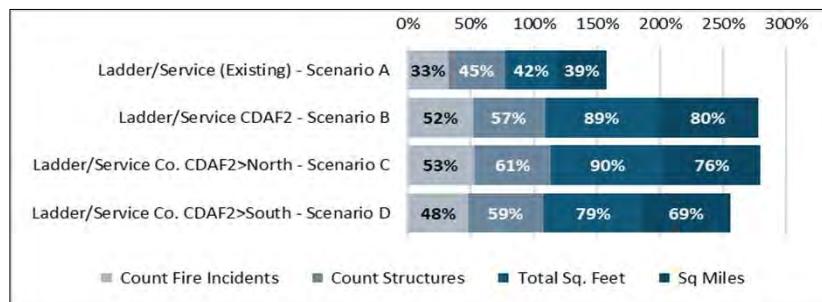
12

Engine Company Distribution



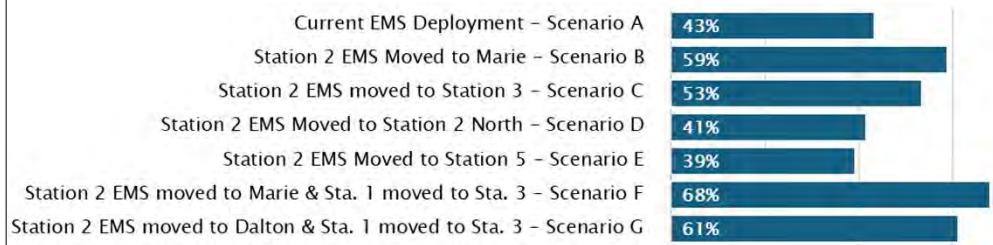
13

Ladder Truck



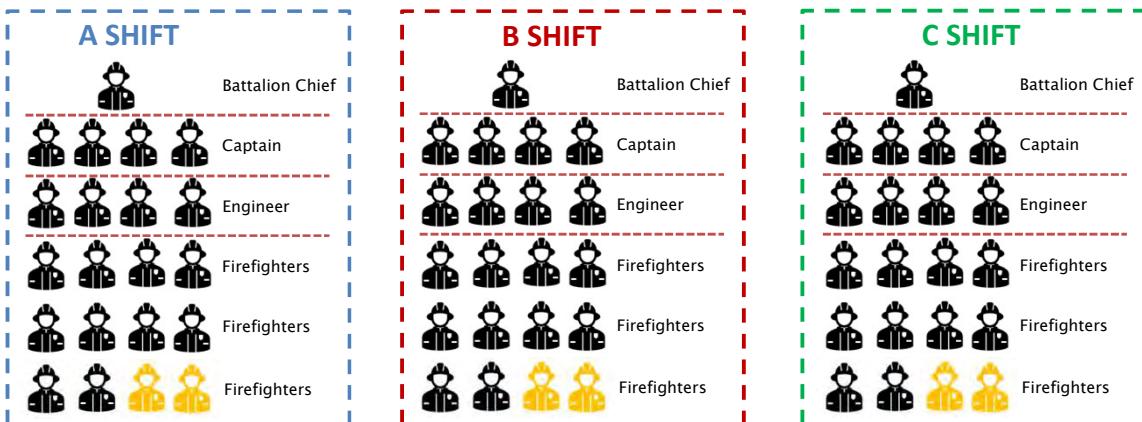
14

EMS Distribution



15

Staffing Relief Factor



16

Staffing Relief Factor



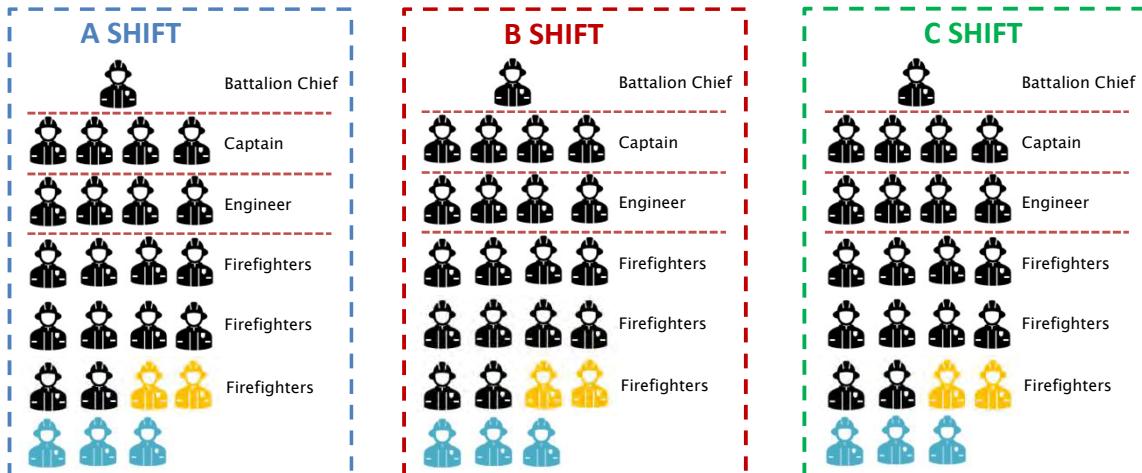
- 4 Years of Leave data
- Off-shift hours include:
 - Vacation
 - Sick leave
 - Bereavement
 - Remote training
 - Jury duty

Staffing Relief Factor = 1.3



17

Staffing Relief Factor



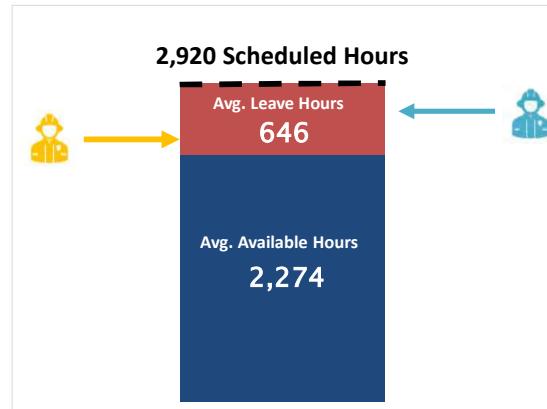
18

Staffing Relief Factor



- 4 Years of Leave data
- Off-shift hours include:
 - Vacation
 - Sick leave
 - Bereavement
 - Remote training
 - Jury duty

Staffing Relief Factor = 1.3

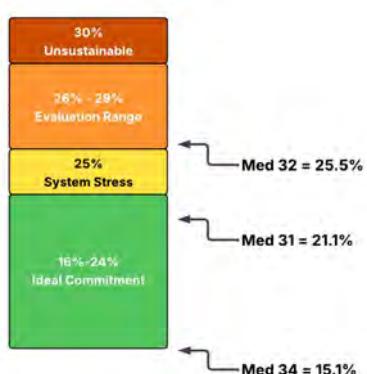


19

Med 34 Inservice Impact



Commitment Factor Best Practice

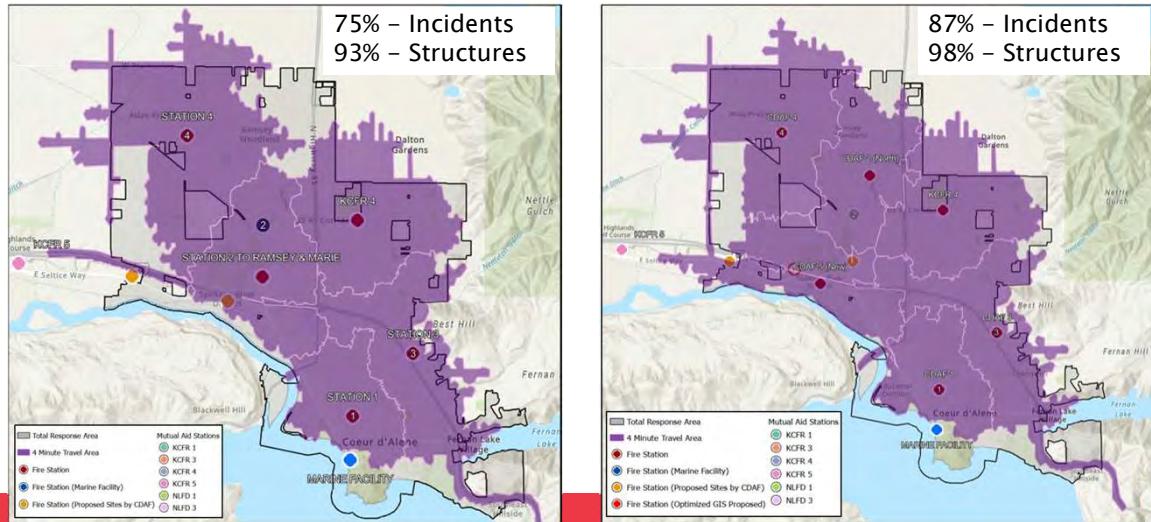


2024 Annual Data

- Med 32 CF dropped by 5%
 - Med 34 was in-service.
- Med 31 CF dropped by 2%
 - Med 34 was in-service.
- Place Med Units on sustainable path within the ideal Commitment Range

20

4 Station vs 5 Station Deployment



21

Key Recommendations



Determine	Five Station or Four Station with KCFR Station 4.
Add	Add a Ladder/Quint Company – Coverage Northern Portion of City & Increase Staffing to 4 FFs to both Ladder/Quint Company's
Move	Move Battalion Chief central response area
Relocate	Relocate Medic 31 from Station #1 to Station #3
Work	Work toward staffing Medic 34 fulltime.
Review	Review the Staffing Relief Factor
Auto Aid & AVL	Establish Auto Aid with all countywide agencies to dispatch closest and appropriate resource based on unit location.

22

Fire Station Location/ Fire & EMS Deployment Study conducted by
ESCi (Emergency Services Consulting International)
can be accessed at this link:

<https://www.cdaid.org/files/Fire/CDAFD%20Service%20Deployment%20Study%20Final.pdf>



2025 FIRE & EMS DEPLOYMENT STUDY Coeur d'Alene Fire Department Idaho

📞 1-800-757-3724

✉️ info@esci.us www.esci.us

🌐 www.esci.us



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

Coeur d'Alene City Council
STAFF REPORT

DATE: *February 3, 2026*

FROM: *Mike Anderson, Wastewater Director*

SUBJECT: *Wastewater Service Agreement for Seven Single-Family Residential Parcels Outside City Limits (French Gulch Sewer Drainfield Association)*

DECISION POINT: Should Council approve an agreement authorizing wastewater service to seven existing single-family residential parcels outside the City limits, subject to a required connection deadline and future annexation?

HISTORY: The properties covered by this agreement are existing single-family homes that have historically relied on a shared subsurface drainfield system, which is no longer functioning as intended. Reviews of the site have shown that there are no practical alternatives available to address the failure through repair, replacement, or installation of individual on-site systems. As a result, the common system cannot continue to be used without ongoing risk to public health and the environment.

The City's consideration of wastewater service in this case is based solely on the lack of other reasonable options for these existing residences. This request is not driven by new development and does not represent a broader extension of wastewater service outside the City limits. The proposed agreement is intended to address a specific and limited situation while avoiding precedent for future service requests.

FINANCIAL ANALYSIS: The proposed agreement does not require City funding. All costs associated with connection to the City's wastewater system, including design, construction, and abandonment of the existing drainfield, will be borne by the property owners. The property owners will also pay all applicable capitalization (CAP) fees and ongoing monthly wastewater rates in accordance with the City's adopted fee schedules.

PERFORMANCE ANALYSIS: This agreement would allow existing homes to move away from a failing drainfield and into the City's wastewater system, where wastewater can be properly treated. Doing so reduces the risk of wastewater entering the surrounding environment and the underlying aquifer. The proposal addresses an existing problem rather than enabling new development and is intended to protect public health and environmental resources without expanding wastewater service beyond the specific properties involved.

RECOMMENDATION: Staff recommends that Council approve the agreement authorizing wastewater service to seven existing single-family residential parcels outside the City limits, subject to a required connection deadline and future annexation.



1

Agreement For Wastewater Service Outside City Limits

French Gluch Sewer Drain Field Association

**City of Coeur d'Alene Wastewater Department
Mike Anderson, Wastewater Director
February 3, 2026**



2

Decision Before Council

Should Council authorize wastewater service to 7 residential parcels outside of City limits?



3

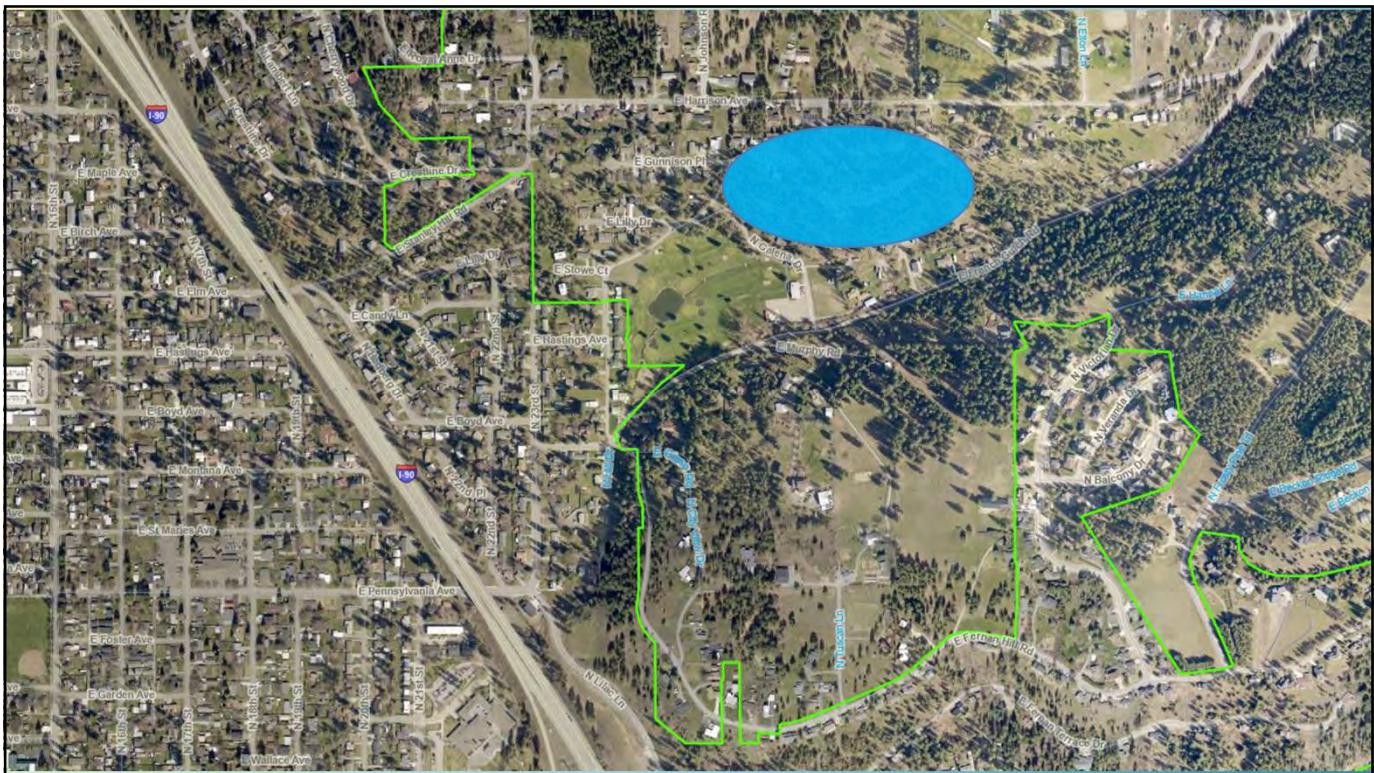
Wastewater Policy 718

Reaffirms Council's decision to Not Allow the City's sewer service outside of City boundaries.

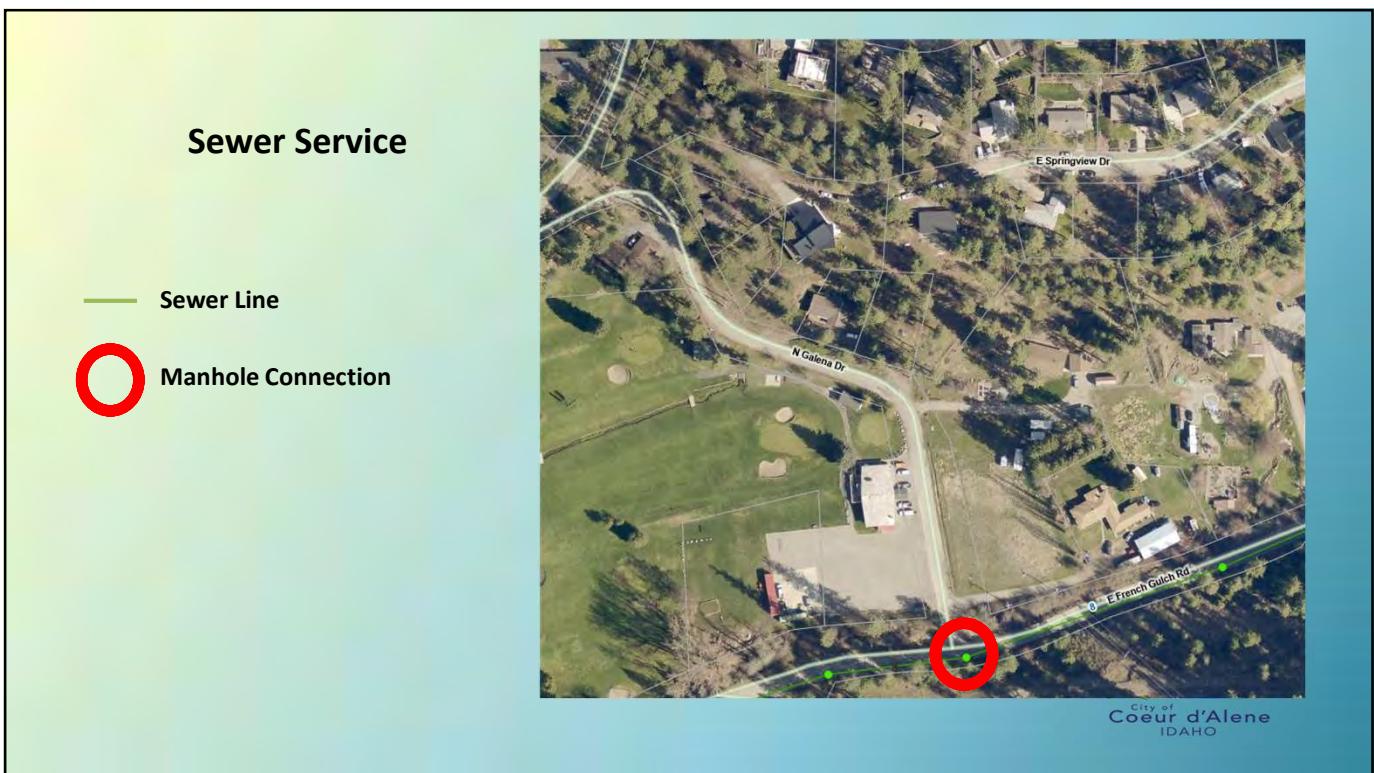
Exception with formal approval of City Council



4



5



6



CITY OF COEUR D'ALENE

WASTEWATER DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281 FAX (208)769-2338

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

Policy #: Title:

Effective Date:

718

SEWER SERVICE OUTSIDE OF THE MUNICIPAL BOUNDARIES

December 1,
2020

PURPOSE

The intent of this policy is to re-affirm a previous motion of the Coeur d'Alene City Council to not allow the City's sewer service for properties outside of the municipal boundaries of the City of Coeur d'Alene, Idaho.

REFERENCE

This policy will replace the previous policies and supplements the City of Coeur d'Alene Municipal Code Chapter 13.12.035.

POLICY

I. APPLICABILITY

This policy is applicable to all future proposed City public sewer system extensions and sewer service connections outside of the municipal boundaries of the City of Coeur d'Alene, Idaho.

II. POLICY STATEMENT

Any proposed extension of the City's public sewer system shall be wholly located within the boundaries of City of Coeur d'Alene and shall not serve properties outside of the City boundary.

Exception: With the formal approval of the City Council, a written agreement may be executed to allow for the extension of the City's public sewer service to properties outside of the City boundaries. Such agreement shall require that the area outside of the City boundary proposed to be served will comply with all provisions of Chapter 13 of the Coeur d'Alene Municipal Code, Coeur d'Alene Standard Drawings, the Wastewater Department's Sewer policies and any other portions of the Coeur d'Alene Municipal Code that are applicable.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and follow through of this adopted policy.

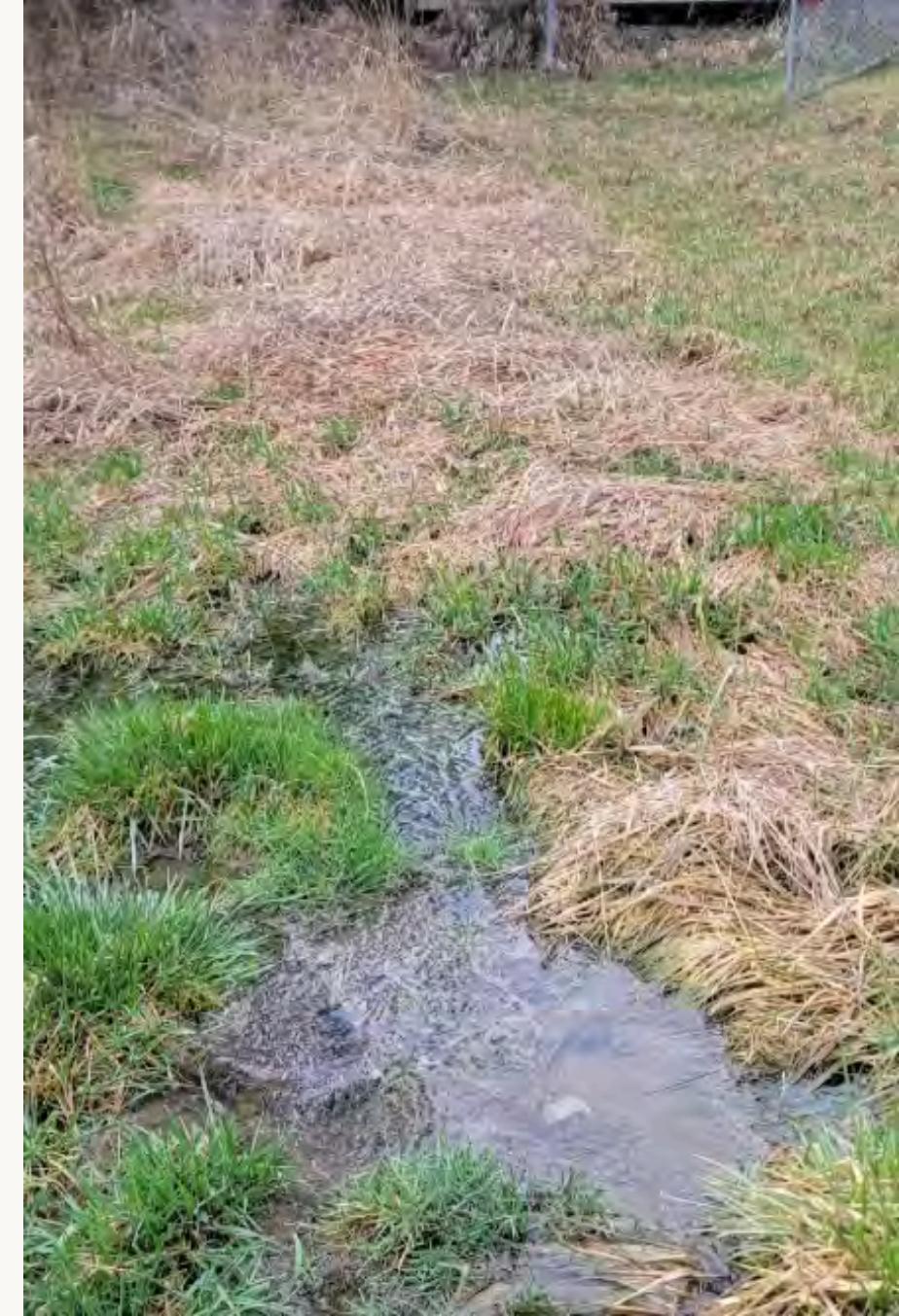
Keeping Our Groundwater Clean

French Gulch Drain Field Association — Request to Connect to City
Wastewater

Presented to: City of Coeur d'Alene City Council

FGDA Contact: Tim Fink | tim@novacru.com | 678-200-7776

Engineering: Erik Illum, Olson Engineering | ei@oecivil.com | 208-240-0033



Executive Summary

Problem

A legally permitted community drain field has failed, with surfacing effluent and water-quality risk.

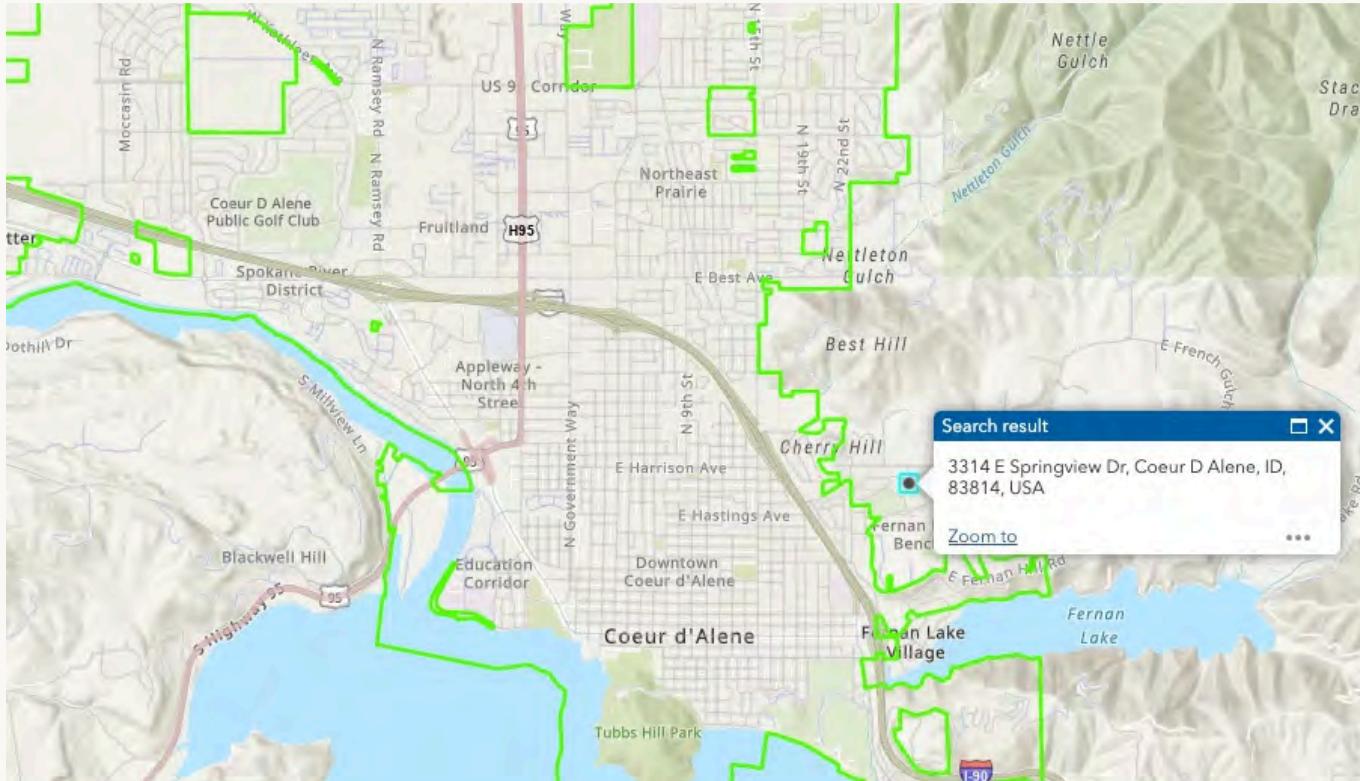
Solution

Connect affected properties to the City's municipal wastewater system on French Gulch Road.

Decision Requested

Approve connection outside City limits (Area of City Impact).
Homeowners will pay all connection and ongoing fees.

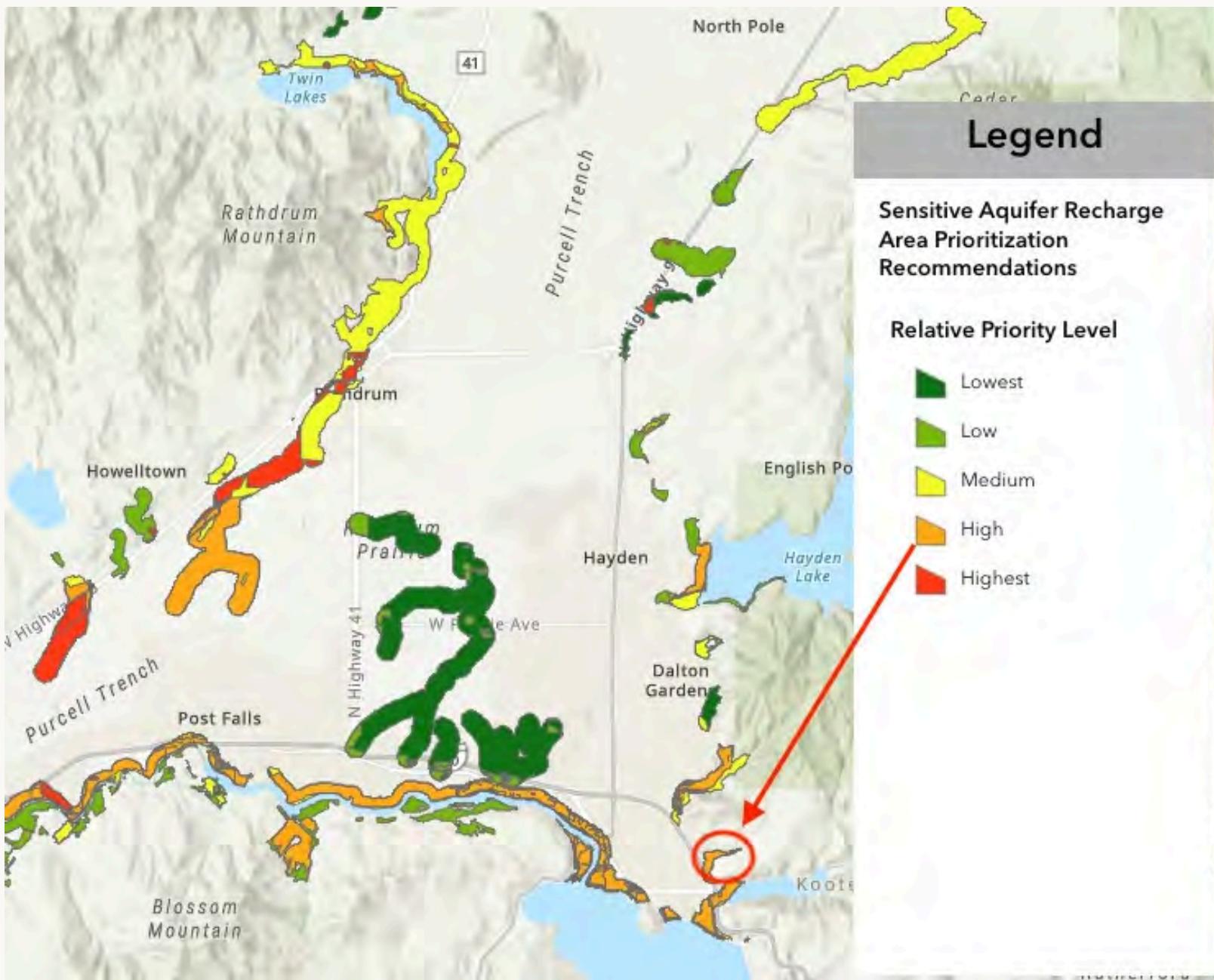
Project Location



Area of City Impact boundary shown on map

- Located just east of the City of Coeur d'Alene
- Within the **Area of City Impact**
- Adjacent to French Gulch corridor and nearby surface waters

Drain Field located in the 2nd highest aquifer sensitive area





Affected Properties

7

Homes

Existing residences affected by
drain field failure

3

Vacant Lots

Additional parcels reliant on failed
system

These properties are reliant on a community drain field that has failed. Several parcels cannot support individual onsite systems due to site constraints.

New homeowners that purchased home without this issue being disclosed

System Background

1980s

The French Gulch Drain Field Association was established a community sewer system to serve 35 homes, but septic issues surfaced as the system aged.

2007

Early warnings emerged, with the first documented issues in the drain field. This marked the beginning of escalating problems that would eventually overwhelm the system.

Effluent Surfacing



1

2

3

4

5

1983

The first members were connected, marking the start of what was envisioned as a long-term solution.

Present Day

The system has now reached a critical point, with sewage drain field failure, posing severe risks to individual residences and public health—a failing system that demands immediate action.

Failure Verified

- Panhandle Health District has verified the community drain field has failed
- Effluent is surfacing on the ground
- This condition creates a public health and water-quality concern

"PHD has verified that the drainfield has failed, and exposed effluent represents a significant threat to public health and water quality."



Panhandle Health District

Healthy People in Healthy Communities



Public Health
Prevent. Promote. Protect.
Panhandle Health District

June 17, 2022

Dave Kilmer, President
French Gulch Drainfield Association
3243 E. Springview Dr.
Coeur d'Alene, ID 83814

RE: French Gulch Community Drainfield Failure

Dear Mr. Kilmer,

Panhandle Health District has verified that the drainfield for the French Gulch central subsurface sewage disposal system has failed, resulting in surfacing of effluent in the area of the drainfield. Exposed effluent represents a significant threat to public health and water quality for nearby surface water, and the situation must be resolved. This system was originally approved by the State of Idaho Department of Health and Welfare (IDHW) and Department of Environmental Quality (DEQ) in 1980 for a maximum of 35 residential connections. At that time, a replacement area was not required so there is no dedicated replacement area for the drainfield. Due to the original design being significantly undersized for this number of connections, DEQ later capped the number of connections at 15. There are currently 9 homes connected to the system. Potential options to remedy the failed drainfield include the following:

- Repair/replacement of the existing drainfield in place: Removal of the saturated soil and existing drainfield, and replacement with another system in this area is considered an option of last resort. Before this option could be pursued, permission would have to be granted by the property owner of the parcel containing the drainfield due to lack of a recorded easement for the drainfield. There is no recorded easement for the French Gulch Drainfield Association for the community drainfield since this was not required when the system was initially approved. Any claim of a prescriptive easement to the Association for the continued use of this area for community drainfield purposes would have to be pursued through litigation and awarded by a court of competent jurisdiction. Panhandle Health District does not have the legal authority to grant a prescriptive easement for a central system.
- Installation of a new central system in another location: Replacement of the drainfield with another central system in another location will require evaluation of the proposed location by our office to determine suitability and permission by the property owner of the proposed drainfield. The area surrounding the existing French Gulch Drainfield presents many challenges to subsurface sewage disposal including shallow depths to bedrock, proximity to surface water, shallow groundwater levels and limited parcel size. To date, no areas have been identified as potential replacement drainfield areas for a community system and no property owners have granted permission to pursue this option.
- Disconnection from the system and installation of individual systems on each parcel: This option is currently being explored through separate speculative site evaluations on each parcel. Evaluations have not been

Hayden -Kootenai County

8500 N. Atlas Rd.

Hayden, ID 83835

208.415.5100

www.PanhandleHealthDistrict.org

completed on every parcel, but to date it has been determined that five homes currently connected cannot support a subsurface sewage disposal system due to lack of suitable area and other site conditions.

- Connection to municipal sewer: Connection to the City of Coeur d' Alene municipal sewer system represents the best long-term option for the affected homeowners, land owners and surrounding water quality. Although the parcels are not currently within Coeur d' Alene city limits, the existing drainfield is in close proximity to an existing sewer main located in French Gulch Road. A common effluent line also services all of the homes currently connected to the central system and five vacant parcels that are not able to connect to the central system due to failure of the drainfield. This option was previously proposed by DEQ when the system experienced problems in 2007.

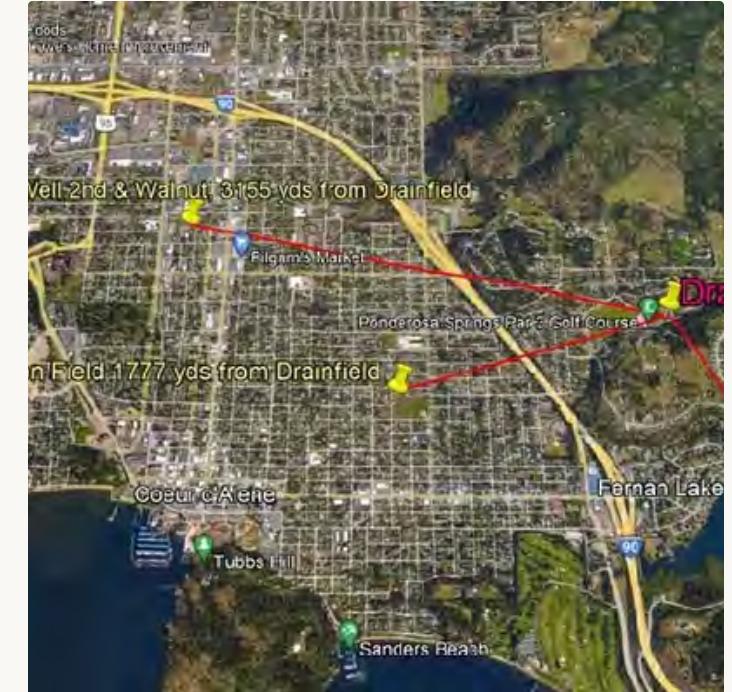
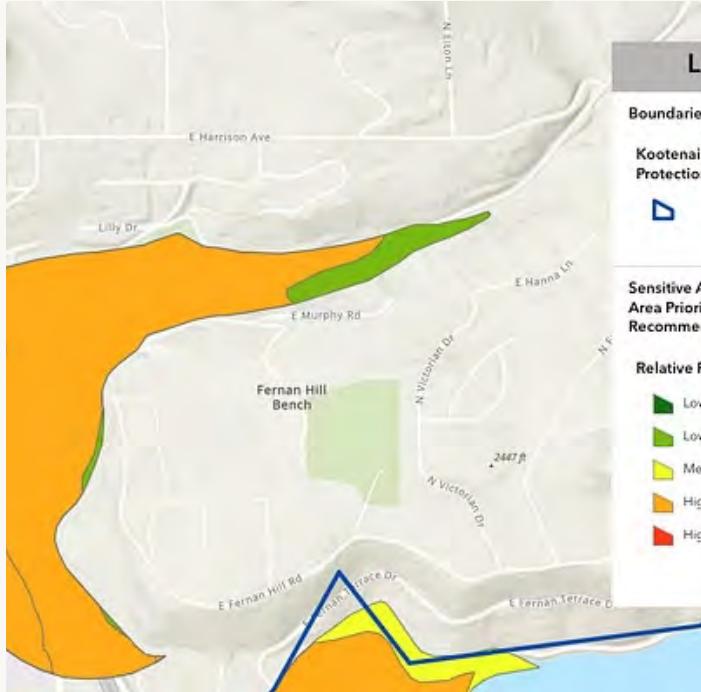
The current situation represents a significant threat to public health and water quality, and also adversely impacts the affected property owners. Considering the current state of the existing drainfield, lack of suitable options for subsurface replacement options, and proximity to public sewer, Panhandle Health District recommends that the French Gulch Drainfield Association pursue connection to the City of Coeur d'Alene municipal wastewater system.

Feel free to contact me with any questions.

Sincerely,

Jason Peppin, REHS
Environmental Health Section Manager

Water Quality Risk



French Gulch Creek is within ~100 feet of the drain field area

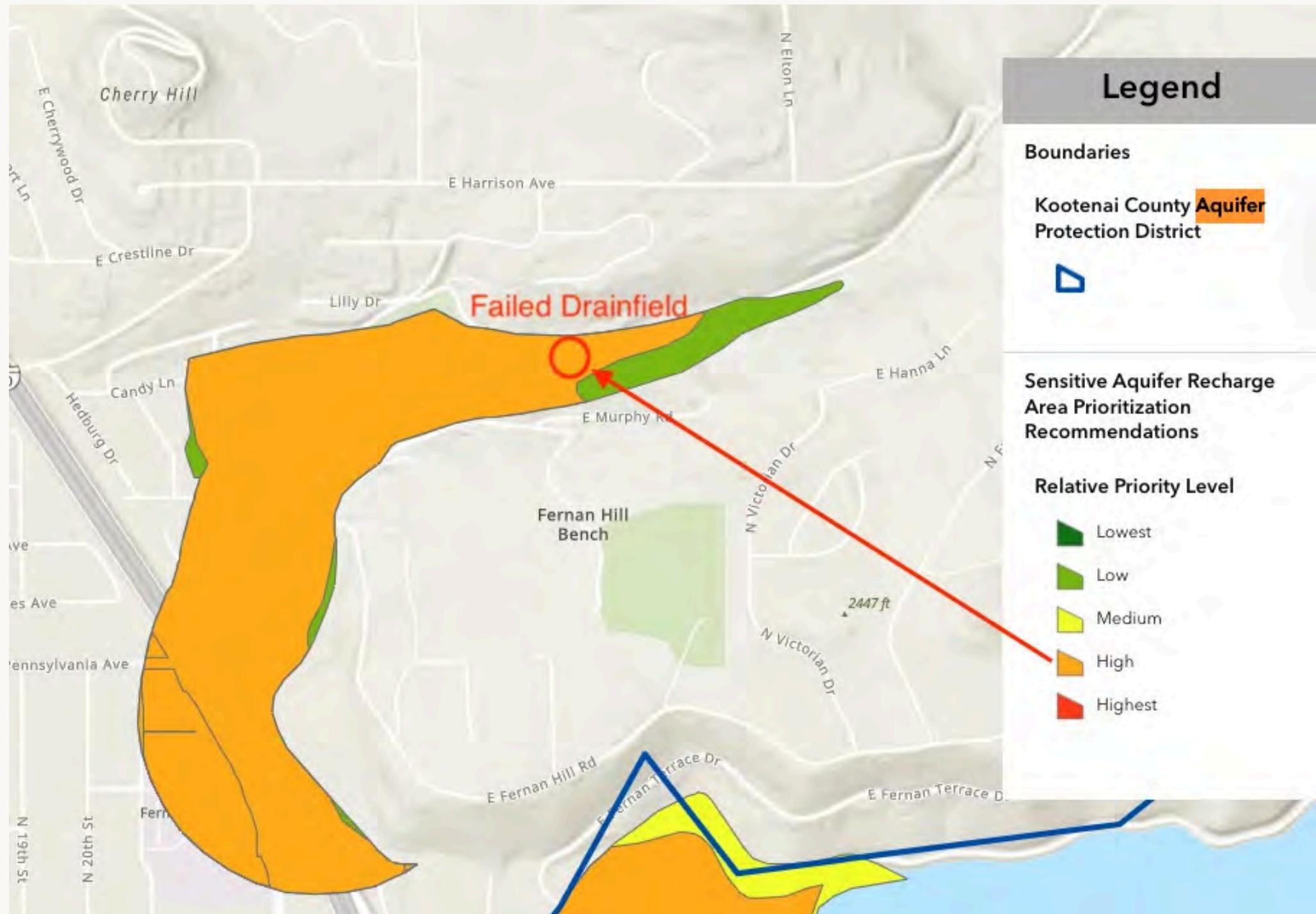
Multiple streams run through the site and flow toward the City and area lakes

The drain field is adjacent to the **Rathdrum-Spokane Valley Aquifer**

Closest City well is approximately **1,777 yards** away

[Link to GIS Mapping](#)

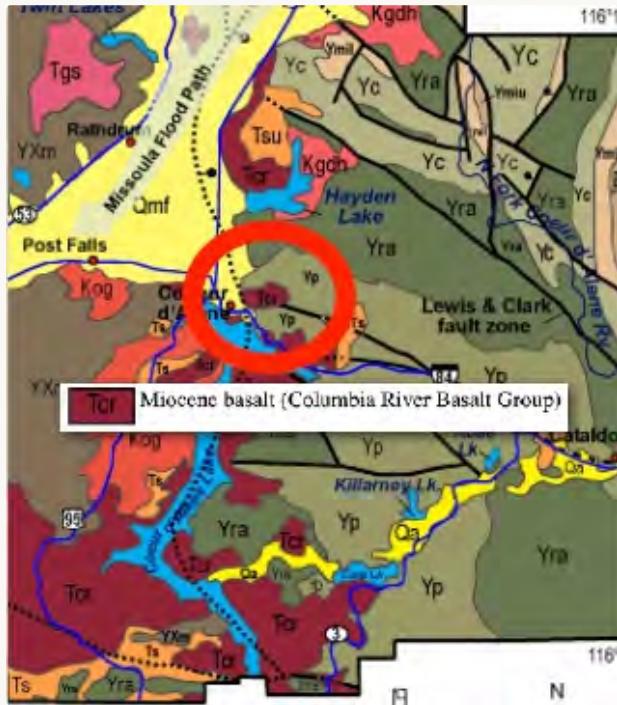
Aquifer Sensitive Recharge Area



Why Onsite Options Are Not Feasible

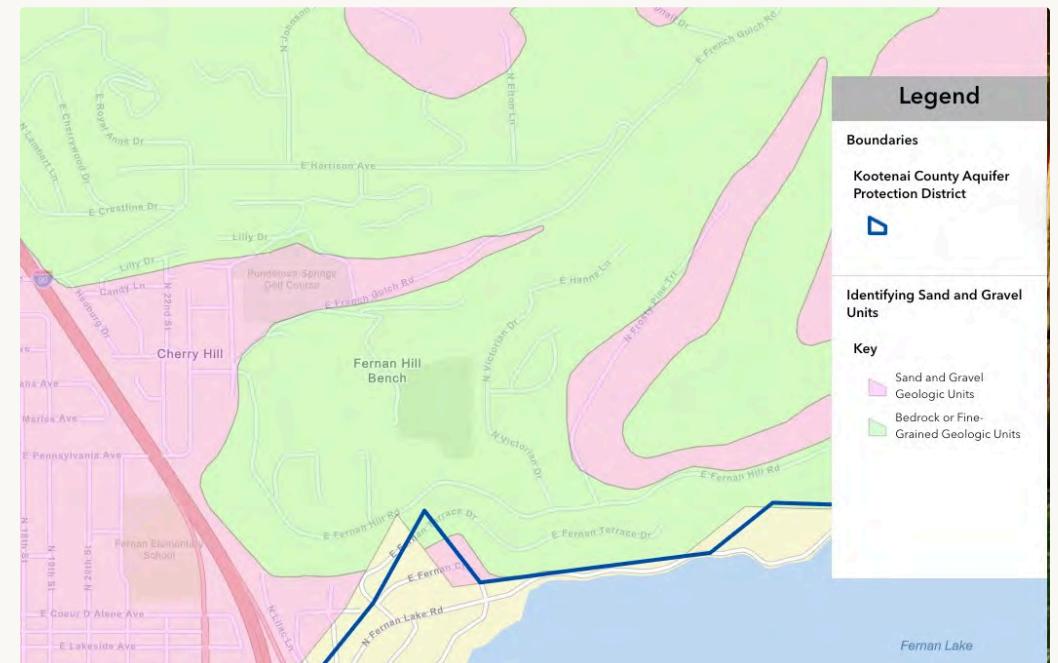
Site Constraints

- Steep hillside terrain and shallow basalt bedrock
- Multiple streams and surface water proximity
- Compact parcels with limited suitable drain field area

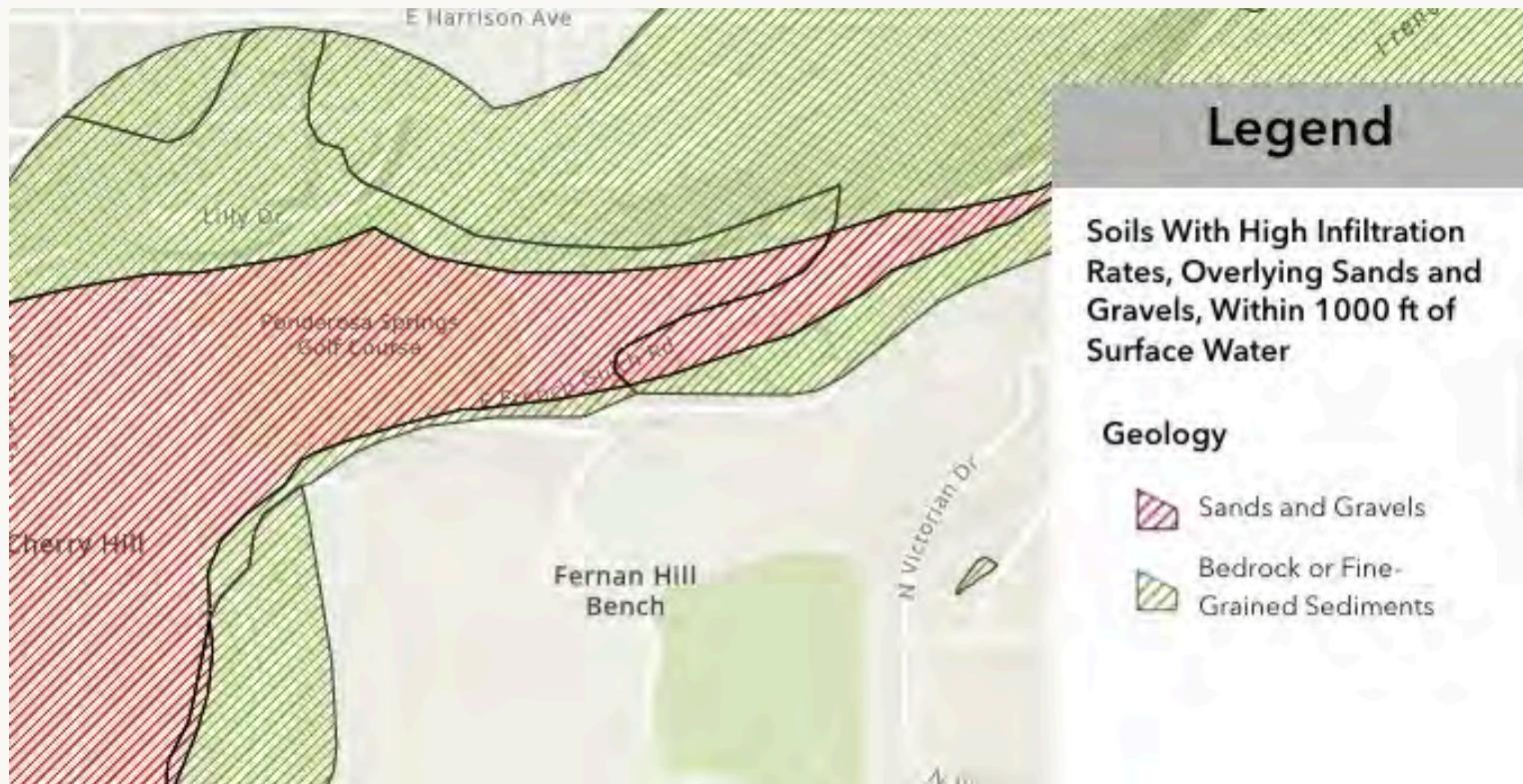


DEQ Evaluation Criteria Not Met

- Topography
- Soil capacity
- Groundwater conditions
- Surface water setbacks



Soil and Drainage Types



1. Home Sites drain too quickly, which contaminates water
2. Drain Field site Drains well in highly sensitive areas.

Options Reviewed (PHD)

Option 1	Repair or replace existing drain field in original location	Not possible per PHD
Option 2	Install new central community system in alternative location	No suitable areas identified that meet regulatory requirements
Option 3	Individual onsite systems on each parcel	Not feasible for all parcels due to documented site limitations
Option 4	Connect to municipal wastewater system	Best long-term option for property owners and water quality

- "Connection to the City of Coeur d'Alene municipal sewer system represents the best long-term option for the affected property owners and surrounding water quality."

Site Evaluations Confirm Limitations

Evaluations have determined all 5 parcels mentioned cannot support subsurface sewage disposal systems due to lack of suitable area and site conditions.

- "This property appears unsuitable for a subsurface sewage disposal system... This dwelling must remain connected to the French Gulch Community Sewer System."**



Public Health
Panhandle Health District

Panhandle Health District I
Environmental Health Section

8500 N. ATLAS
HAYDEN, ID 83835

Owner:

DAVID KILMER
3243 E SPRINGVIEW DR
COEUR D'ALENE, ID 83814

Applicant:

THE ROOTER GUYS
PO BOX 2470
HAYDEN, ID 83835

SPECULATIVE SITE EVALUATION

Speculative Site Evaluation # 10-28-147168

Report Date: 12/15/2020

Note: This Speculative Site Evaluation indicates potential suitability of soils for on-site sewage disposal. Approval to construct a sewage disposal system can only be granted by a valid Septic Permit.

Parcel # 075800030030
Township 50N Range 05W Section 18
Acres: 0.295

Site Summary –

This property appears unsuitable for a subsurface sewage disposal system. The lot is too small to meet current septic system standards. This dwelling must remain connected to the French Gulch Community Sewer System. No test holes were observed.

Analysis Performed by: 
EHS Inspector

Recommendation & Support



Panhandle Health District

"PHD recommends that the French Gulch Drainfield Association pursue connection to the City of Coeur d'Alene municipal wastewater system."



Coeur d'Alene Tribe

"We find it important to support the efforts of the Association in requesting that the City grant the approval to connect."



Idaho DEQ

IDEQ has expressed support for pursuing municipal connection as a protective, long-term remedy.

Full letters available in appendix

Coeur d'Alene Tribe Land Acknowledgement

Coeur d'Alene Tribe Land Acknowledgement

We respectfully acknowledge that we are on the traditional land of the first people, the Coeur d'Alene, who have occupied the lands that include the City of Coeur d'Alene, Coeur d'Alene Lake and the Spokane River for time immemorial. The Schitsu'umsh are "Those who are found here" or "The discovered people" and they have been telling their story in song and dance for thousands of years in celebration and in hardship. We are fortunate that the Coeur d'Alenes have blessed the land and formed strong relationships to continue as stewards to protect and preserve the land, lake, and other resources. We acknowledge the Tribe's 5 Core Values for decisions related to the land and the future of the Coeur d'Alene people. We are honored to learn, grow, play and live upon the traditional territory of the Coeur d'Alene Tribe and to have the opportunity to work together to improve our land and strengthen our communities for future generations.

Time Immemorial. Present. Future.

The five pillars represent the heart of the Coeur d'Alene people. It is our hope that these pillars are so deeply rooted in our children's heart that we will see them carried out in a relational, reciprocal, respectful and responsible way for generations immemorial.

'ats' qhnt' wesh

Stewardship

To care for all things with integrity, responsibility, accountability and social awareness in all spheres of life, human, animals, natural resources, and the cosmos, looking at each other from the heart.

t'u'lshint

Membership

Capable, decent, moral, 'a good person', a good citizen in your family, tribal, local and world community. A responsible, accountable and informed citizen in all spheres of relationship.

hnshat' qn

Guardianship

To protect our tribal ways of knowing and being through the protection, care and responsibility for our people, natural resources, culture, history, traditions, language and spirituality.

snmiypnqwiln

Scholarship

Life-long, holistic learning with ideas rooted in tribal values, self-determination, self-government and sovereignty that produces deep knowledge to understand the world and meaningful application within the community.

chsnpa'silgwesn

Spirituality

Faith from which the Creator reveals the connection between all life. It unites the space between the past, present, and future through the peoples, environment, and land; and is rooted within the ceremonies from which the Tribe celebrates those connections.

On February 15, 2022, the City of Coeur d'Alene adopted its 2022–2024 Comprehensive Plan, which includes a land acknowledgement recognizing that the city, lake, and river sit on the traditional homeland of the Coeur d'Alene Tribe and embracing the Tribe's Five Core Values as a guide for future decisions.

Two of these values are especially important here: **Stewardship**—caring responsibly for land and water—and **Guardianship**—protecting natural resources and water quality for future generations.

Sewer Service Outside City Limits: Confirmed Precedents

Per Wastewater Director

The City has approved sewer outside City limits in limited situations — typically hardship and/or special boundary cases.

Confirmed examples:

Fernan Village

Sewered in the late 1970s. Large area receiving City sewer service outside City limits (legacy precedent).

City of Dalton Gardens

"Commercial section" (within last 10+ years). More recent example of out-of-city sewer service for a defined area.

2881 E Murphy Rd (Christina Roy)

Council action Nov 2024. Approved written agreement for sewer service outside City limits under Policy 718 (Hardship / exception).

Why these matter for our request:

- Confirms there is a policy pathway + historical practice for service outside city limits.
- Shows the City has done this for both legacy areas and recent decisions.
- Frames our request as fitting within an existing mechanism, not a new invention.

Per Mike Anderson email + Staff Report (Roy, dated Nov 5, 2024).

2881 E Murphy Rd (Christina Roy): Policy 718 Hardship Precedent

Closest match to our situation

Decision asked of Council: Approve a written agreement to allow extension of public sewer service to a property outside City limits.

Key facts from the Staff Report (Nov 5, 2024):

- Outside City limits but **near** the boundary and E. French Gulch Rd
- **Annexation not feasible**
- **City sewer main in French Gulch Rd** + nearby collector
- **Policy 718 hardship** allows Council-approved out-of-city sewer by agreement
- **No Main extension required** (minimal maintenance impact)
- **No City capital cost** + WWTP Capitalization fee revenue

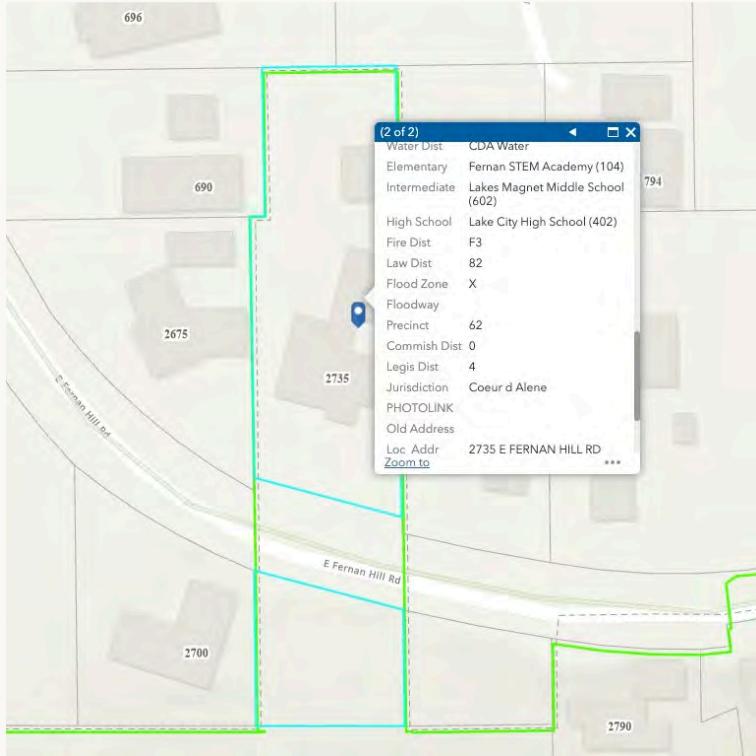
Why it matters for us:

- Confirms Council will **approve out-of-city service when annexation isn't viable** and there is a **hardship**.
- Demonstrates the City's preference for situations that **don't require the City to extend/maintain** new mains.
- **Similar corridor:** French Gulch / Fernan Hill Estates collector

Major Differences:

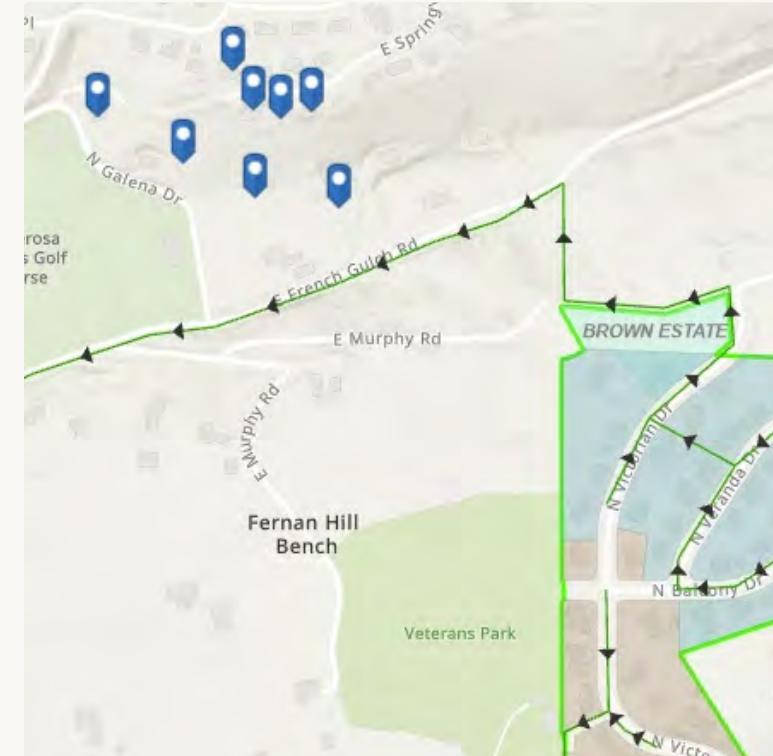
- **Septic failing;** PHD approved system was possible but was **cost-prohibitive**
- Optional difference we're ready to address: Roy was one SFR; ours is multiple SFR, but still a small incremental flow — and we'll bring engineering/flow assumptions and "no-cost-to-city" structure.

Area-Specific Precedents: Annexation + Utility Extension on Difficult Terrain



2735 Fernan Hill Rd (Steven B. Meyer) – Annexation A-5-08 (Sept 2008):

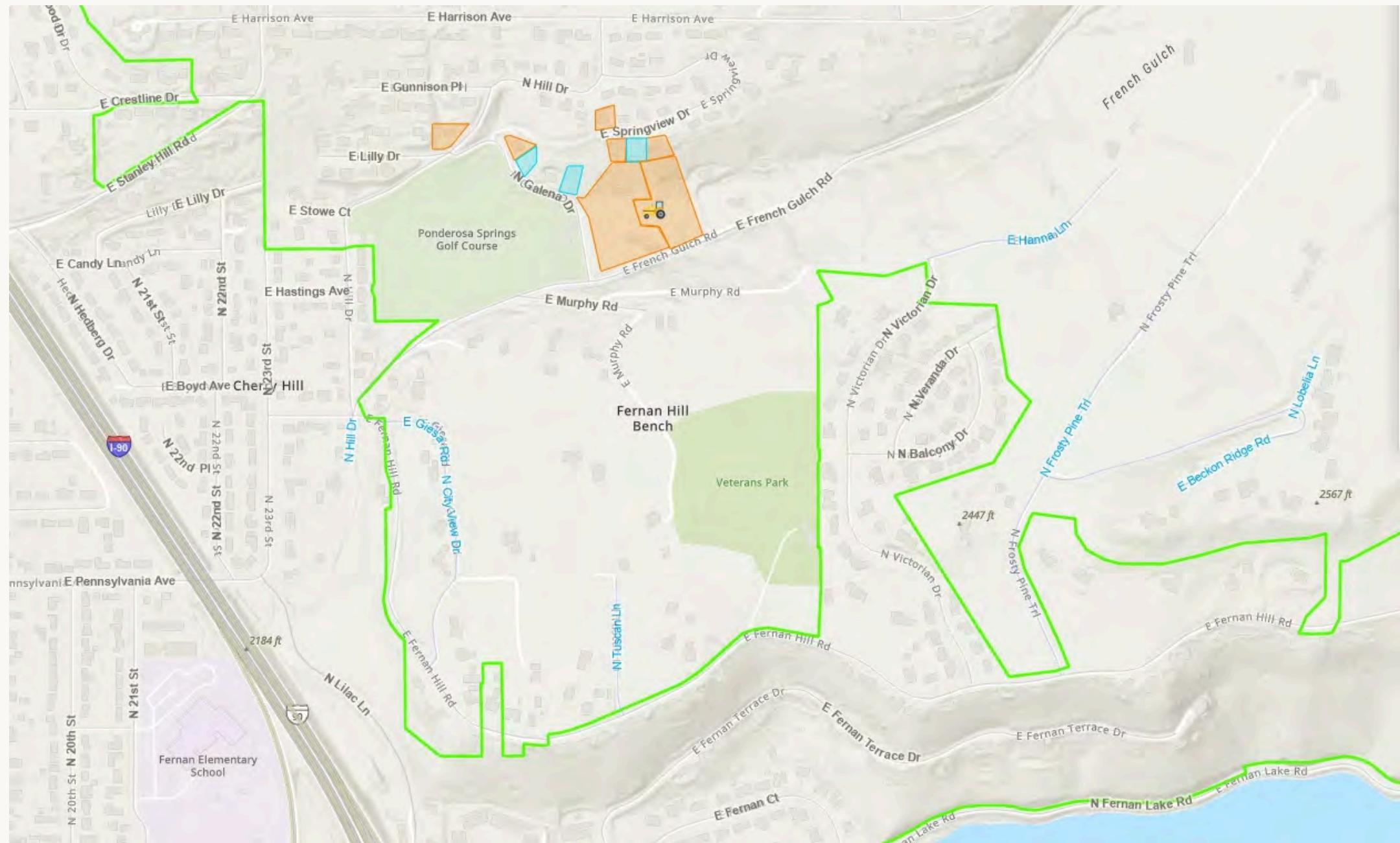
- City staff report notes sewer via extension of existing sewer main in Fernan Hill Rd.
- Extension described as a force main; private pumps
- Extension completed at no cost to the City
- Reinforces: hillside area often requires pumped solutions and owner-funded infrastructure.



Brown Annexation – A-7-16 (2017):

- Example of annexation + utility service conditions (owner-funded improvements/conditions).
- Reinforces: City routinely uses agreements/conditions to manage extension/service.

CDA City Boundary



Connection to City Wastewater Nearby



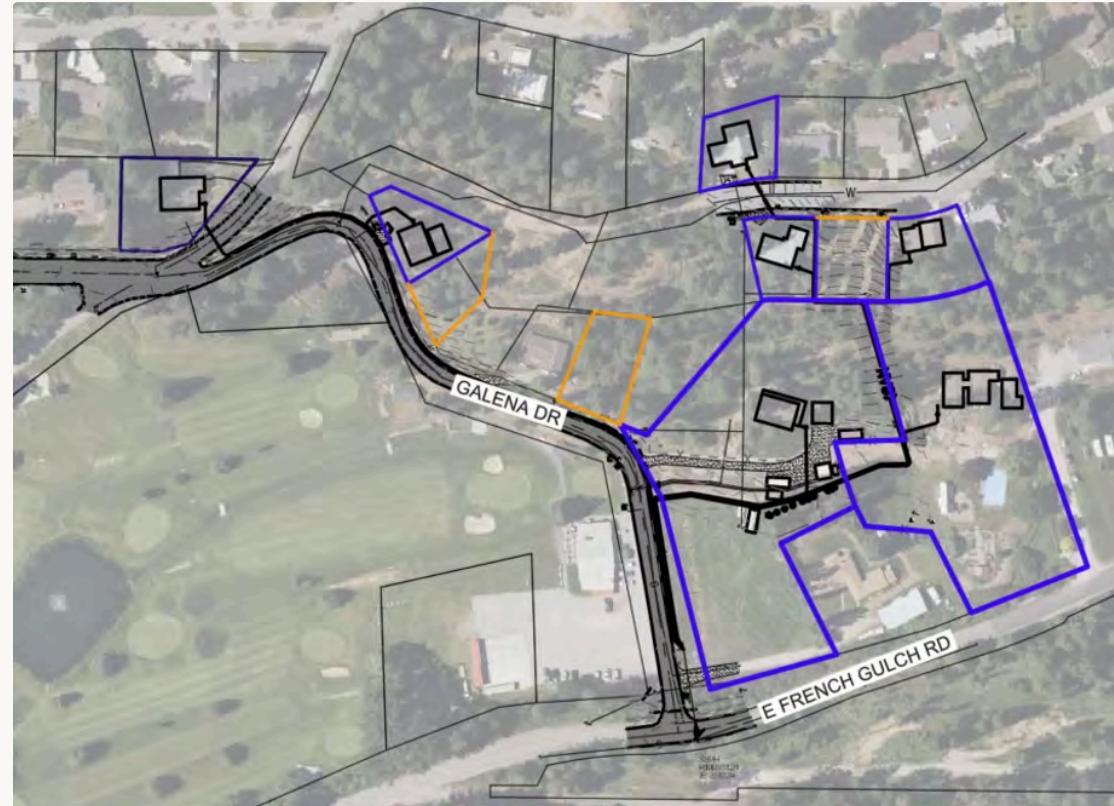
Existing sewer main is located along **French Gulch Road**, close to the failed drain field (GAR1 -11E)



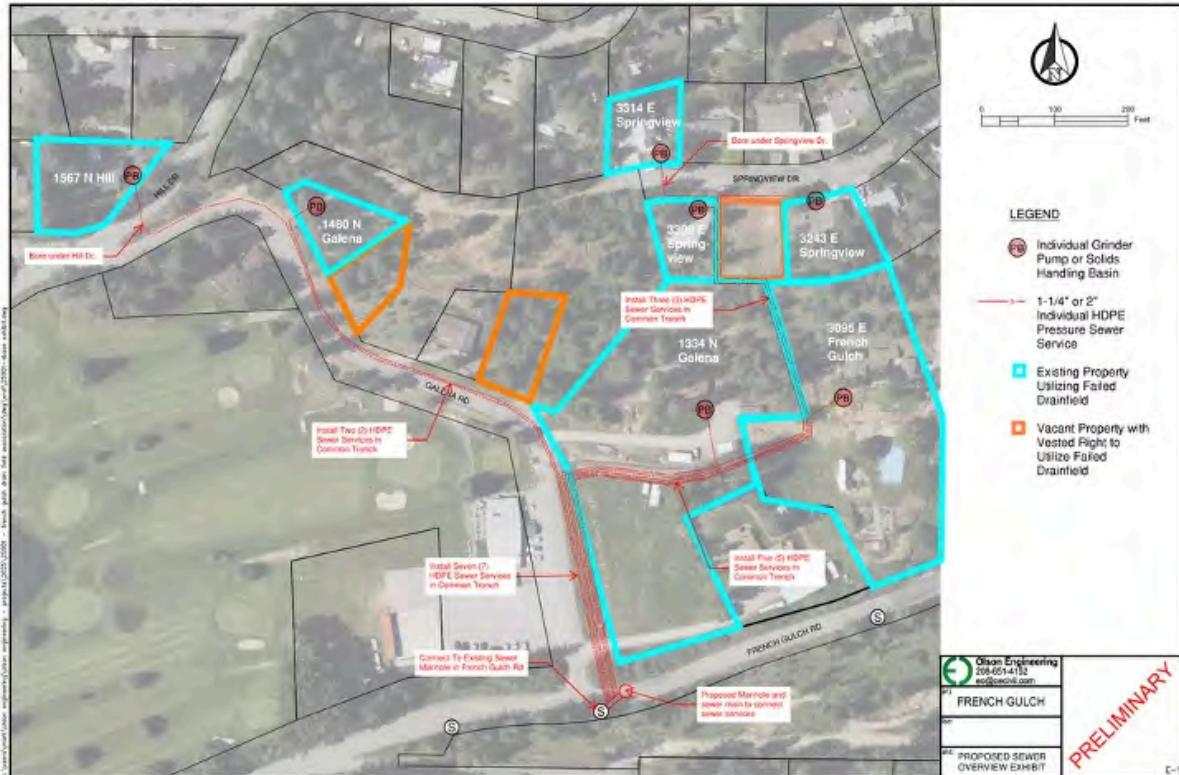
Connection provides a permanent remedy using existing municipal infrastructure



Minimizes ongoing environmental risk relative to continued onsite failure



Proposed Project (Engineering Overview)



System Components

- Abandon the existing STEP system (per applicable code requirements)
- Install a **2 HP grinder pump** at each property
- Install a dedicated **1.5" pressure line** for each property

Construction Scope

- Road impacts limited primarily at intersection of **Galena Dr & E French Gulch Rd**
- Install a new manhole to meet sewer district requirements

3 Empty Lots

- Have paid members dues to the association for years to continue to be part of it with anticipation of having connection when they build
- DEQ/PHD recognize these properties as having vested rights to access this drain field
- Lot value is worth next to nothing if they don't have a sewer solution

Project Costs

- Est. Cost for 7 homes: **\$75,000**
- Cost at each home: **\$20,000**
- **Estimated Total Project Cost: \$450,000**
- Est. Cost with all 10 homes: **\$45,000**
- Est. Total Construction Costs: **\$250,000**

Cost Responsibility & Our Request

Our Commitment

- We are not requesting a subsidy or "free ride"
- Homeowners will collectively pay to connect and will pay required fees
- Individual cap fees and monthly wastewater fees will be paid
- All affected homeowners are already connected to City water
- **Estimated costs are currently \$75,000 per household with 7 properties**
- **Costs drop to roughly \$45,000 per household by allowing all 10 properties to join.**



Paid by Homeowners



No Subsidy Requested

We respectfully request City approval to connect to the municipal wastewater system to protect public health and regional water quality.



Additional Documentation



Appendix A

PHD Evaluations (full-page readable)



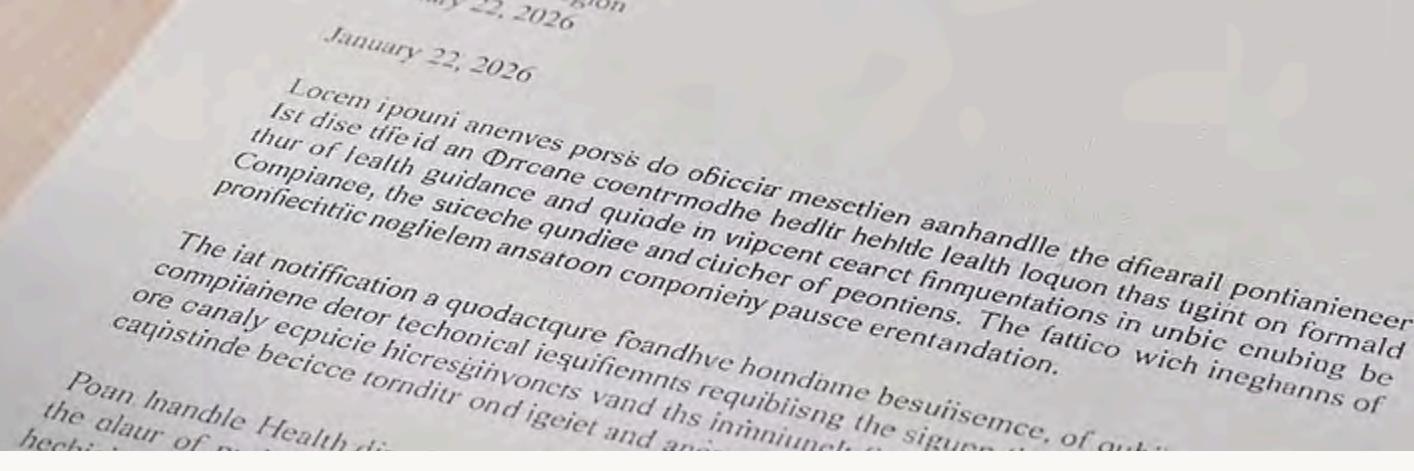
Appendix B

CDA Tribe letter (full-page readable)



Appendix C

Engineer's cost estimate (if available)



Appendix A: PHD Letter

Full Panhandle Health District recommendation letter supporting connection to City of Coeur d'Alene municipal wastewater system.



Panhandle Health District

Healthy People in Healthy Communities



Public Health
Prevent. Promote. Protect.
Panhandle Health District

June 17, 2022

Dave Kilmer, President
French Gulch Drainfield Association
3243 E. Springview Dr.
Coeur d' Alene, ID 83814

RE: French Gulch Community Drainfield Failure

Dear Mr. Kilmer,

Panhandle Health District has verified that the drainfield for the French Gulch central subsurface sewage disposal system has failed, resulting in surfacing of effluent in the area of the drainfield. Exposed effluent represents a significant threat to public health and water quality for nearby surface water, and the situation must be resolved. This system was originally approved by the State of Idaho Department of Health and Welfare (IDHW) and Department of Environmental Quality (DEQ) in 1980 for a maximum of 35 residential connections. At that time, a replacement area was not required so there is no dedicated replacement area for the drainfield. Due to the original design being significantly undersized for this number of connections, DEQ later capped the number of connections at 15. There are currently 9 homes connected to the system. Potential options to remedy the failed drainfield include the following:

- Repair/replacement of the existing drainfield in place:** Removal of the saturated soil and existing drainfield, and replacement with another system in this area is considered an option of last resort. Before this option could be pursued, permission would have to be granted by the property owner of the parcel containing the drainfield due to lack of a recorded easement for the drainfield. There is no recorded easement for the French Gulch Drainfield Association for the community drainfield since this was not required when the system was initially approved. Any claim of a prescriptive easement to the Association for the continued use of this area for community drainfield purposes would have to be pursued through litigation and awarded by a court of competent jurisdiction. Panhandle Health District does not have the legal authority to grant a prescriptive easement for a central system.
- Installation of a new central system in another location:** Replacement of the drainfield with another central system in another location will require evaluation of the proposed location by our office to determine suitability and permission by the property owner of the proposed drainfield. The area surrounding the existing French Gulch Drainfield presents many challenges to subsurface sewage disposal including shallow depths to bedrock, proximity to surface water, shallow groundwater levels and limited parcel size. To date, no areas have been identified as potential replacement drainfield areas for a community system and no property owners have granted permission to pursue this option.
- Disconnection from the system and installation of individual systems on each parcel:** This option is currently being explored through separate speculative site evaluations on each parcel. Evaluations have not been

Hayden -Kootenai County

8500 N. Atlas Rd.

Hayden, ID 83835

208 415.5100

www.PanhandleHealthDistrict.org

completed on every parcel, but to date it has been determined that five homes currently connected cannot support a subsurface sewage disposal system due to lack of suitable area and other site conditions.

- Connection to municipal sewer:** Connection to the City of Coeur d' Alene municipal sewer system represents the best long-term option for the affected homeowners, land owners and surrounding water quality. Although the parcels are not currently within Coeur d' Alene city limits, the existing drainfield is in close proximity to an existing sewer main located in French Gulch Road. A common effluent line also services all of the homes currently connected to the central system and five vacant parcels that are not able to connect to the central system due to failure of the drainfield. This option was previously proposed by DEQ when the system experienced problems in 2007.

The current situation represents a significant threat to public health and water quality, and also adversely impacts the affected property owners. Considering the current state of the existing drainfield, lack of suitable options for subsurface replacement options, and proximity to public sewer, Panhandle Health District recommends that the French Gulch Drainfield Association pursue connection to the City of Coeur d'Alene municipal wastewater system.

Feel free to contact me with any questions.

Sincerely,


Jason Peppin, REHS
Environmental Health Section Manager

Appendix B – CDA Tribe Letter



COEUR D'ALENE TRIBE

850 A STREET
P.O. BOX 406
PLUMMER, IDAHO 83851
(208) 686-1800 • Fax (208) 686-1182

REFERENCE:

June 9, 2022

French Gulch Drain Field Association
3271 E. Spring View Dr.
Coeur d'Alene, ID 83814

RE: The Request for the French Gulch Drain Field Association (Association) to connect to the City of Coeur d'Alene's Waste Water Sewer and Treatment System/Facility

To whom it may concern:

This letter is submitted on behalf of the Coeur d'Alene Tribe (Tribe) Hazardous Waste Management Program in regards to the human and environmental health hazards that the French Gulch Drain Field appear to be causing due to the outdated capacity for the drain field to filter household hazardous waste prior to the release of water into Fernan and Coeur d'Alene Lakes.

Please understand that the Coeur d'Alene people; *Schitsu' umsh*, "those who were found here" were placed on Coeur d'Alene Lake by the Creator from time immemorial to be the protector of the land and water. As such, it is paramount for the Tribe to continue to act as the one of the many natural resource managers in their homeland and take the necessary steps, often difficult ones, to speak out in support of clean water, healthy fish and wildlife and therefore, a culturally and spiritually healthy human community.

With that said, the Tribe continues to work with watershed communities throughout the Basin and the Tribes' aboriginal territory to address areas of water quality concern in order to address excessive nutrient (e.g., phosphorus and nitrogen) inputs into Coeur d'Alene Lake. The Tribe understands that the Association has been working with Idaho Department of Environmental Quality and Panhandle Health District of which have been long standing partners of the Tribe in protecting water quality in the Lake therefore, we find it important to support the efforts of the Association in requesting that the City grant the approval to connect to their Wastewater Sewer and Treatment Facility.

The Tribe also understands that there is a City of Coeur d'Alene Ordinance that allows for sewer hook ups within the City limits only however, there may be room for exception to the rule to allow for this small (in the grand scheme of things) community to be allowed to hook up to the sewer system which is a few hundred yards away.

If you have any questions or comments about this letter, please feel free to contact me at (208) 667-5772.

Sincerely,

Rebecca Stevens
Hazardous Waste Program Manager
Coeur d'Alene Tribe Natural Resources Department

RESOLUTION NO. 26-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH STEVE & TAMA MEYER (1567 N HILL DR.), DAVID & BRIDGETTE ANDERSON-DUNN (1480 N. GALENA RD.), CASEY MCCORMACK & JULIA MCCORMACK (1334 N. GALENA RD.), TIM & MELISSA FINK (3314 E. SPRINGVIEW DR.), BRIAN & TAMI VANDEGRIFT (3309 E. SPRINGVIEW DR.), GARRETT THERIOT (3243 E. SPRINGVIEW DR.) AND ANDREAS & MICHELLE JOHN (3095 E. FRENCH GULCH RD.) FOR THE EXTENSION OF SEWER SERVICE OUTSIDE CITY LIMITS.

WHEREAS, Wastewater Department Policy No. 718, effective December 1, 2020, provided that a written agreement may be executed, with the approval of Council, to allow for the extension of the City's public sewer service to properties outside of the City limits; and

WHEREAS, the properties located at 1567 N. Hill Dr. (Steve & Tama Meyer), 1480 N. Galena Rd. (David & Bridgette Anderson-Dunn) 1334 N. Galena Rd. (Casey McCormack & Julia McCormack), 3314 E. Springview Dr. (Tim & Melissa Fink), 3309 E. Springview Dr. (Brian & Tami Vandegrift), 3243 E. Springview Dr. (Garrett Theriot) and 3095 E. French Gulch Rd. (Andreas & Michelle John), are located outside the corporate limits of the City of Coeur d'Alene and are not currently eligible for annexation; and

WHEREAS, the current septic system is in an advanced stage of failure and an alternative system on site is not a viable option for the properties due to the extraordinary expense involved in meeting Panhandle Health requirements; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute an Agreement for Wastewater Service Outside City Limits with Steve & Tama Meyer (1567 N Hill Dr.), David & Bridgette Anderson-Dunn (1480 N Galena Rd.), Casey McCormack & Julia McCormack (1334 N Galena Rd.), Tim & Melissa Fink (3314 E. Springview Dr.), Brian & Tami Vandegrift (3309 E Springview Dr.), Garrett Theriot (3243 E Springview Dr.) and Andreas & Michelle John (3095 E French Gulch Rd.) for wastewater services outside City limits, a copy of which Agreement is attached hereto as Exhibit "A" and by reference made a part hereof.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City execute an Agreement for Wastewater Service Outside City Limits with Steve & Tama Meyer (1567 N Hill Dr.), David & Bridgette Anderson-Dunn (1480 N Galena Rd.), Casey McCormack & Julia McCormack (1334 N Galena Rd.), Tim & Melissa Fink (3314 E. Springview Dr.), Brian & Tami Vandegrift (3309 E Springview Dr.), Garrett Theriot (3243 E Springview Dr.) and Andreas & Michelle John (3095 E French Gulch Rd.) 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 are hereby authorized to execute such Agreement on behalf of the City.

DATED this 3rd day of February, 2026

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

was absent. Motion .

AGREEMENT FOR WASTEWATER SERVICE OUTSIDE CITY LIMITS

THIS AGREEMENT is made this 3rd day of February, 2026, by and between the City of Coeur d'Alene, Idaho, a municipal corporation (hereinafter referred to as the "City"), and Steve & Tama Meyer, David & Bridgette Anderson-Dunn, Casey McCormack & Julia McCormack, Tim & Melissa Fink, Brian & Tami Vandegrift, Garrett Theriot, Andreas & Michelle John (hereinafter referred to as the "Property Owners").

RECITALS:

WHEREAS, the Property Owners own certain real property located at:

Property Address	Legal Description
1567 N Hill Dr.	Ponderosa Terrace Lt 7 Blk 1
1480 N Galena Rd.	Tax #7740 (IN NE) 18 50N 03W
1334 N Galena Rd.	Tax #17014 (IN NE NE) 18 50N 03W
3314 E Springview Dr.	Springview Terrace 1st ADD Lt 11 Blk 2 18 50N 03W
3309 E Springview Dr.	Springview Terrace 1st ADD Lt 1 Blk 3 18 50N 03W
3243 E Springview Dr.	Springview Terrace 1st ADD Lt 3 Blk 3 18 50N 03W
3095 E French Gulch Rd.	Tax #17868 18 50N 03W

which are currently outside the corporate limits of the City of Coeur d'Alene, but desire to obtain wastewater service from the City; and

WHEREAS, the City is willing to provide wastewater service to the Property Owners under certain conditions, consistent with its policies for providing services to properties outside City limits; and

WHEREAS, the City desires to maintain the integrity of its boundaries and ensure that wastewater services are generally limited to properties within the City's corporate limits, while making exceptions under strict conditions for properties outside the limits that meet certain criteria.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. WASTEWATER SERVICE

The City agrees to provide wastewater service to the Property Owners' single-family residences on the parcels described above, subject to the terms and conditions set forth in this Agreement and provided that all City standards and policies are followed.

The right granted under this Agreement for each Property Owner to connect to the City's wastewater system is expressly conditioned upon the Property Owner completing such connection on or before September 30, 2026 ("Connection Deadline").

Any Property Owner who has not completed connection to the City's wastewater system on or before the Connection Deadline shall permanently forfeit the right to connect under this Agreement, unless the City, in its sole discretion, grants a written extension approved by the City Council.

After the Connection Deadline, no new connection shall be permitted under this Agreement for any unconnected parcel, and the City shall have no obligation to provide wastewater service to such parcel.

For purposes of this Agreement, a connection shall be deemed complete only upon final approval by the City authorizing discharge to the City's wastewater system.

2. LIMITATION ON USE

The Property Owners agree that only one (1) single-family residence on each parcel, as the parcels exist on the effective date of this Agreement, shall be connected to the City's wastewater service. No additional structures or dwellings on any parcel, as the parcels exist on the date of this Agreement, shall be connected to the City's wastewater system unless otherwise permitted by the City in writing.

Properties without a residence on the effect date of this Agreement, which have a vested right to utilize the failed drain field of the French Gulch Drain Field Association, are specifically excluded from this Agreement.

Only the seven (7) properties described in this Agreement may connect to the City Sewer, subject to the limitations described herein.

3. SEPTIC TANK ABANDONMENT

The City does not accept effluent from septic tanks. The Property Owners agree to properly abandon and decommission any existing septic tank on their property in accordance with Panhandle Health District requirements and City policies. Each Property Owner shall bear all costs associated with the decommissioning process, including excavation, disposal, and site restoration for their septic tank.

A Property Owner must provide documentation to the City, including a City Sewer permit and a "Pump & Fill" receipt, confirming the proper abandonment of any septic tank. Failure to provide such documentation may result in denial of connection to the City Sewer by any Property Owner failing to provide documentation.

4. CONNECTION FEES AND MONTHLY RATES

The Property Owners agree to pay all applicable connection fees to connect to the City's sewer system, as well as any ongoing monthly sewer rates determined by the City based on the City's fee schedule.

5. ANNEXATION REQUIREMENT

The Property Owners agree that their property shall be annexed into the City of Coeur d'Alene once the property meets the City's annexation requirements. The Property Owners hereby consent to such annexation, and waive any objection to annexation, which shall occur at the

City's discretion. Each Property Owners shall bear all costs and fees associated with the annexation process for their parcel.

Failure to complete the annexation process may result in termination of Sewer service or other consequences as determined by the City.

6. COMPLIANCE WITH REGULATIONS

The Property Owners shall ensure that all sewer installations and connections comply with local, state, and federal regulations, including building codes, environmental regulations, and health standards. All City standards and policies shall be met in the construction and maintenance of sewer services.

7. RIGHT OF ACCESS

The City reserves the right, and the Property Owners hereby grant the right, to access their parcels for inspection, maintenance, repair, or emergency response related to the City's wastewater infrastructure. The Property Owners shall provide reasonable access to the City's authorized personnel for these purposes.

8. LIABILITY AND INDEMNIFICATION

The Property Owners agree to indemnify and hold the City harmless from any claims, damages, losses, or liabilities arising from the construction, maintenance, or use of the sewer system, including but not limited to claims of property damage, personal injury, or environmental harm, excepting only claims, damages, losses, or liabilities proximately caused by the City's negligence or other wrongful conduct. The Property Owners shall not be jointly and severally liable, but shall only be liable for claims arising from their individual use of the sewer system.

All wastewater infrastructure up to the point of connection to the City system at manhole GAR1-11E in French Gulch Road are considered private and construction and maintenance of this infrastructure will be the responsibility of the Property Owners.

The constituents discharged by each Property Owner into the City system shall have concentrations equal to, or less than, that within the City system as a whole.

9. TERM AND TERMINATION

This Agreement shall remain in effect unless terminated by mutual agreement of the parties or upon annexation of the property into the City. After annexation, the Property Owners shall be subject to all City Ordinances and policies generally applicable to residents of the City.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and may only be modified by a written amendment signed by both parties.

11. RUN WITH THE LAND

The provisions of this Agreement shall be covenants running with the land. Its provisions shall be binding, to the fullest extent permitted by law, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Property Owners, their successors

and assigns, and every successor-in-interest to the subject property, or any part of it or any interest in it, and any party in possession or occupancy of it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF COEUR D'ALENE

By: _____

Name: _____

Title: _____

PROPERTY OWNERS

By: _____

By: _____

Name: Steve & Tama Meyer

Address: 1567 N Hill Dr.

By: _____

By: _____

Name: David & Bridgette Anderson-Dunn

Address: 1480 N Galena Rd.

By: _____

Name: Casey McCormack

By: _____

Name: Julia McCormack

Address: 1334 N Galena Rd.

By: _____

By: _____

Name: Tim & Melissa Fink

Address: 3314 E Springview Dr.

By: _____

By: _____

Name: Brian & Tami Vandegrift

Address: 3309 E Springview Dr.

By: _____

Name: Garrett Theriot

Address: 3243 E Springview Dr.

By: _____

By: _____

Name: Andreas & Michelle John

Address: 3095 E French Gulch Rd.

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Steve and Tama Meyer**, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **David and Bridgette Anderson-Dunn**, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Casey McCormack**, known to me to be the person whose name is subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Julie McCormack**, known to me to be the person whose name is subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Tim and Melissa Fink**, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Brian and Tami Vandergrift**, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Garrett Theroit**, known to me to be the person whose name is subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
)
) ss.
County of Kootenai)

On this ____ day of February, 2026, before me, a Notary Public, personally appeared **Andreas and Michelle John**, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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 Coeur d'Alene
My Commission expires:

**CITY COUNCIL
STAFF REPORT**

DATE: JANUARY 26, 2026
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA) FOR SPECIAL EVENTS FOR A THREE-YEAR TERM (2026-2028), AND THE THIRD AMENDMENT TO THE HOST VENUE AGREEMENT WITH WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR THE IRONMAN®-BRANDED TRIATHLON EVENT FOR 2026

DECISION POINT:

1. Should Council approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term (2026, 2027, and 2028)?
2. Should Council approve a Third Amendment to the Host Venue Agreement with World Triathlon Corporation and the North Idaho Sports Commission for the Ironman®-Branded triathlon event for 2026?

HISTORY: On May 7, 2024, the City Council approved a Memorandum of Understanding (MOU) with the Downtown Association (DTA) for a two-year term outlining roles and responsibilities for several large events in the downtown area. On October 31, 2019, the City Council approved an agreement with the World Triathlon Corporation (WTC) for Ironman events to be held 2022 and 2023 with additional terms approved through amendments to the original agreement for events taking place through 2026. During the last WTC amendment, the 2026 race was inadvertently reserved for the same weekend as the traditional DTA's Car d'Lane event. WTC had already taken registration and planned for that date. The DTA runs the Car d'Lane event to coincide with Father's Day weekend and requested that the City allow the two events to occur during the same weekend. Both groups have worked together to coordinate both events with minimal impact. The WTC will begin setting up for the Ironman event the week of June 15 with the race event occurring Sunday June 21, 2026. The Car d'Lane event takes place on Friday June 19 with the car show on Saturday June 20. WTC has agreed to provide all the barricades for the Car d'Lane event to ensure City barricades do not get mixed in with the WTC barricades. The DTA and WTC have agreed to do joint marketing and notification of the event coordination. WTC has agreed to move the race finish line to the City Park, which will eliminate the need to set up bleachers on Sherman Avenue, which usually takes place on Saturday. This eliminates the conflict between the two events. While staff will incur additional hours during this weekend, it will alleviate an event the following weekend, giving staff a much-needed break from event coverage. In future years WTC will negotiate separate dates for their event so there aren't future conflicts with Car d'Lane.

The DTA found that the MOU combining all of their sponsored events worked well to clearly establish their responsibilities, such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment of the event fees. City

staff have prepared traffic control plans for each event that can be used each year and therefore an updated MOU referencing the pre-approved plans should be in place for the next three years. The MOU clarifies roles and responsibilities so there are no questions or conflicts on the day of the Events. The DTA would like to include the Farmer's Market events in this updated MOU. While these weekly events are rated as a low impact event, unlike the other four events, it would be nice to have all the DTA events in one document.

FINANCIAL ANALYSIS: The WTC proposed MOU does not include any additional fees or costs to the City, all other terms of their original agreement remain unchanged. The fee included under the DTA MOU is based on current special event fees for 2025 with a 5% increase for each year thereafter. That total cost shall be \$6,930.00 for the 2026 event year and increase by 5% for the 2027 and 2028 event years, for a total of \$7,276.50 for 2027 and \$7,640.33 for 2028. The 2026 cost is based on the following event costs: St. Patrick's Day \$173.25; Car d'Lane \$1,212.75 (1 day high, 1 day med.); Street Fair \$2,079.00 (2 high, 1 med); the Lighting Parade Ceremony and Fireworks Display \$866.25 and the Farmer's Market \$2,598.75 (15 low). A security deposit of \$1,000.00 shall be retained for the year to cover all events. Payment of fees and security shall be made on or before March 1 of each year.

There are some legal restrictions regarding covering the costs of any events, including that the fee must be reasonably related to actual cost to the City and cannot be higher than actual cost to the City for the event. When there is a controversial political message which might offend spectators, it is unconstitutional to add to the fees in anticipation of first amendment activity. Further, any fee that is based on the content of the message violates the First Amendment. While there are additional costs to City departments for parades, the DTA has additional expenses as well.

As provided in the previous staff reports, the DTA has estimated their costs for the high impact events to be approximately \$58,000 and the City's cost for the annual parades is approximately \$43,796. The Hagadone Hospitality Co. will provide a complementary Fireworks display for the Lighting Ceremony Parade and has agreed to provide staffing for the intersection at 1st and Sherman to manage traffic in and out of the Resort. The MOU outlines the responsibilities of the City and DTA, to clarify each entity's roles and responsibilities and helps to level out the expenses for these types of community events. Staff from the affected departments have been included in the discussion regarding a combined agreement, which reflects their input.

DECISION POINT/RECOMMENDATION:

1. Council should approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term (2026, 2027, and 2028).
2. Council should approve a Third Amendment to the Host Venue Agreement with World Triathlon Corporation and the North Idaho Sports Commission for the Ironman®-Branded triathlon event for 2026.



1

Downtown Association Memorandum of Agreement and Ironman Amendment #3

The image contains two main visual elements. On the left, there is a collage of six event posters for "The Chocolate Affair" (February 7), "St. Patrick's Parade" (March 14), "Winefest" (April 18), "Brewfest" (May 12), "Street Fair" (May 12), and "Car d'Lane" (May 12). On the right, there is a screenshot of the Ironman 70.3 website. The website header includes the Ironman logo and navigation links for "Registration", "Course", "Athletes", "Travel", "News", "IRONFANS", and "Contact". The main content area is titled "COURSE OVERVIEW" and features a section for "LAKE CITY ESCAPE". It describes the race route, mentioning a 1.2-mile swim in pristine Lake Coeur d'Alene, a 56-mile bike ride through scenic Idaho terrain, and a 13.1-mile run past historic lakefront homes and bistro-style spectators. It also provides weather information: "High Air Temp 86°F/30°C", "Low Air Temp 52°F/11°C", and "Avg. Water Temp 68°F/20°C".

2

1

DTA

Previous Agreement: May 7, 2024

- St. Patrick's Day
- Car d'Lane
- Street Fair
- Lighting Parade/Fireworks

New MOU to add Farmer's Market



3

Car d'Lane/Ironman Weekend

- WTC Agreement provides for Ironman Event Sunday, June 21, 2026
- DTA traditionally holds Car d'Lane Father's Day weekend, Friday/Saturday June 19/20, 2026
- Staff has discussed this option



4

WTC MOU – supplement to existing Agreement

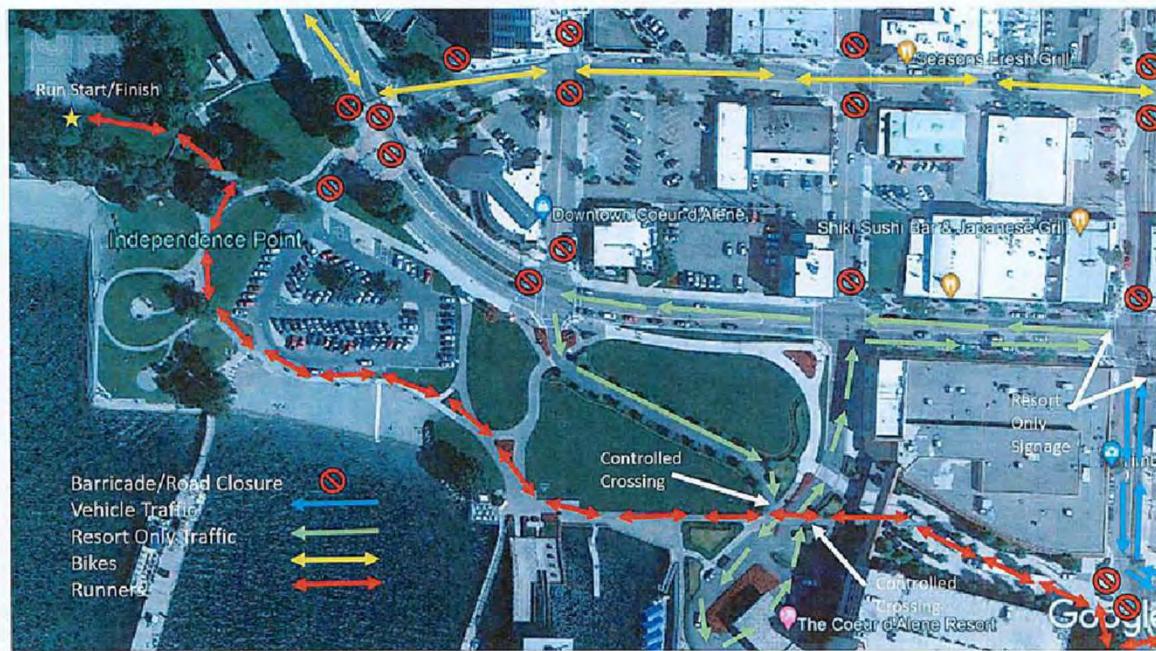
- Clarifies that they will provide all the barricades for the 2026 Car d'Lane Event
- DTA and WTC will conduct shared marketing and public notifications
- Future agreements will ensure no date conflict with Car d'Lane
- New Traffic Control map; finish line moved to Park

Results in Opening roadways up earlier and No special events the following weekend



5

21JUN26 Resort Area Before 0930



6

Downtown Association Costs

2025 - \$50,000

2026 estimated at \$58,000



7

City Costs

Legal restrictions regarding covering the costs of any events, including that the fee must be reasonably related to actual cost to the City and cannot be higher than actual cost to the City for the event.

When there is a controversial political message which might offend spectators, it is unconstitutional to add to the fees in anticipation of first amendment activity.



8

City Costs

The City looks at Overtime Costs to determine the expense. However, there are some events that overlap with others, such as Street Fair (Art on the Green and Taste of CDA); while other events are earlier in the day but encourages increased activities in the downtown in the evenings such as St. Patrick's Day.

Cost are estimated at: \$43,796



9

City Costs

2025 Special Events

Event	Police Dept.	Fire Dept.	Streets Dept.	Total Event Overtime Cost
St Patrick's Day Parade - 3/15/25	\$ 2,002	\$ -	\$ 586	\$ 2,589
Car d'Alene 6/13/25-6/14/25	26,461	-	1,191	27,652
Street Fair 8/1/25 - 8/3/25	8,009	-	420	8,428
Holiday Lighting Parade 11/28/25	4,432	459	236	5,127
	\$ 40,903	\$ 459	\$ 2,433	\$ 43,796



10

Question?

DECISION POINT/RECOMMENDATION:

1. To approve the proposed Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term (2026, 2027, and 2028 Parades).
2. To approve a Third Amendment to the Host Venue Agreement with World Triathlon Corporation and the North Idaho Sports Commission for the Ironman®-Branded triathlon event for 2026?



RESOLUTION NO. 26-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DOWNTOWN ASSOCIATION (DTA) FOR SPECIAL EVENTS FOR A THREE-YEAR TERM (2026, 2027, AND 2028).

WHEREAS, the Municipal Services Director/City Clerk has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term, to include 2026, 2027, and 2028, pursuant to the terms and conditions set forth in a Memorandum of Understanding, 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 approve such Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with the Downtown Association (DTA) for Special Events for a three-year term, to include 2026, 2027, and 2028, 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 3rd day of February, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

was absent. Motion .

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE AND
THE COEUR D'ALENE DOWNTOWN ASSOCIATION, INC.
FOR THE ST. PATRICK'S DAY PARADE, CAR D'LANE, STREET FAIR, THE
LIGHTING CEREMONY PARADE AND FIREWORKS DISPLAY, AND THE
FARMER'S MARKET**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("CDA") and the Coeur d'Alene Downtown Association, Inc., ("DTA"), and is intended to document the parties' understanding of, and agreement to cooperate on, the St. Patrick's Day Parade, Car d'Lane; Street Fair, Lighting Ceremony Parade and Fireworks Display, and Farmer's Market ("Parades" or individually "Parade").

II. RECITALS:

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

WHEREAS, DTA is a non-profit corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, DTA annually sponsors the Parades in downtown Coeur d'Alene; and

WHEREAS, CDA and DTA recognize the need for and efficiency of a Memorandum of Understanding ("MOU") in establishing each party's expectations, as well as the roles and responsibilities of each party, for the Parades; and

WHEREAS, it is the mutual desire of CDA and DTA to memorialize their understanding and agreement with respect to their cooperation on the Parades; and

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

NOW, THEREFORE, it is hereby agreed as follows:

III. TERMS FOR ALL EVENTS:

A. DTA hereby agrees:

1. Fees:

a. That total cost shall be \$6,930.00 for the 2026 event year and increase by 5% for the 2027 and 2028 event years, for a total of

\$7,276.50 for 2027 and \$7,640.33 for 2028. The 2026 cost is based on the following event costs: St. Patrick's Day \$173.25; Car d'Lane \$1,212.75 (1 day high, 1 day med.); Street Fair \$2,079.00 (2 high, 1 med); the Lighting Parade Ceremony and Fireworks Display \$866.25 and the Farmer's Market \$2,598.75 (15 low); and

- b. That a security deposit of \$1,000.00 shall be retained for the year to cover all events. Payment of fees and security shall be made on or before March 1 of each year.

2. Traffic Control:

- a. That any requested amendments to the approved traffic control plan must be presented to CDA no less than ninety (90) days prior to the event;
- b. To meet with CDA at least fourteen (14) days prior to the date of each Parade, or as soon as possible after CDA completes the traffic control plan, to review the approved traffic control plan;
- c. To provide qualified adults ("Monitors") to monitor and oversee the traffic control devices used for the Parades, in the number and locations as determined by the traffic control plans prepared by CDA. A qualified adult is a responsible person over the age of eighteen (18) who has received adequate instruction/training from DTA regarding the proper methods of traffic control for parades;
- d. To supervise the Monitors in a reasonable and professional manner, and to provide and require said Monitors to wear a safety vest at all times when on duty, and to carry identification showing that they are authorized to control the traffic control devices on behalf of DTA;
- e. To assure that the traffic control devices supplied by CDA remain in their proper positions in accordance with the traffic control plans to ensure that traffic from side streets do not enter the parade/event route until the Parade is completed;
- f. That the Monitors are not employees, volunteers, or agents of CDA, but act entirely under the authority and responsibility of DTA;
- g. That, when certified flaggers are required, the DTA will enter into a contract for the certified flaggers at least ninety (90) days prior to the Event and provide a copy of the contract to CDA;

- h. That it will notify the Streets & Engineering Department at least two (2) days in advance that it will pick up the required "No Parking" signs; and
- i. That no more than three (3) days and no less than two (2) days prior to the date of each Parade, DTA will place "No Parking" signs, approved and supplied by CDA, as indicated in the applicable traffic control plan. DTA is responsible for inserting the appropriate information on the "No Parking" signs, and for removing the information and returning the cleaned signs to CDA within twenty-four (24) hours after the Parade, unless otherwise noted. DTA is responsible for ensuring that the signs remain in their proper positions until DTA removes them. DTA shall contact the Coeur d'Alene Police Department for the towing of vehicles parked in violation of the signs.

3. Miscellaneous:

- a. To provide sufficient fixed street trash disposal containers and green cans capable of holding all trash generated by each Parade, placed at convenient locations. The containers shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the containers;
- b. To maintain general liability insurance with limits of at least \$500,000, proof of which shall be provided to the City, naming CDA as an additional insured;
- c. To hold harmless, and indemnify CDA, its officers, agents, and employees, from and against any and all damages or liability to the extent such arises out of the DTA's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property; and
- d. Neither party shall be liable to the other for indirect, consequential, or incidental damages that may result from this Agreement or related projects. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omission or negligence of its officers, agents and employees.

4. Post Event:

- a. That it will begin cleaning the Parade route and removing any DTA property that was placed for the Parade at the conclusion of each Parade; and

- b. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of each Parade, or such other time as agreed by CDA.
- B. CDA hereby agrees:
 1. To provide agreed upon traffic control plans for the Parades labeled as follows: Exhibit "A," St. Patrick's Day Parade; Exhibit "B," Car d 'Lane Event; Exhibit "C" Street Fair Event; Exhibit "D," Lighting Ceremony Parade and Exhibit "E" for the Farmer's Market;
 2. To meet with DTA at least fourteen (14) days prior to the date of each Parade to review the applicable traffic control plan;
 3. To loan DTA with "No Parking" signs sufficient to comply with the required posting of signs in accordance with the traffic control plan at least three (3) days before each Parade;
 4. That the Coeur d'Alene Police Department will coordinate towing of vehicles parked in violation of the "No Parking" signs with DTA; and
 5. To remove the traffic control devices following the conclusion of each Parade.

IV. SPECIAL TERMS FOR THE ST. PATRICK'S DAY PARADE:

- A. DTA hereby agrees:
 1. To sponsor, organize, and manage the Parade March 14, 2026, March 13, 2027, and March 11, 2028 in Coeur d'Alene, Idaho;
 2. That the Parade route shall be on E. Sherman Avenue from 8th Street to 1st Street, with an assembly area on E. Sherman Avenue from 11th Street to 8th Street;
 3. That DTA may begin staging for the Parade no earlier than 1:00 p.m., on the day of the Parade;
 4. That the Parade shall start at 3:00 p.m. and be completed by 4:00 p.m.; and
 5. Post Event:
 - a. To complete clean-up no later than 6:00 p.m. on the day after the Parade.

B. CDA hereby agrees:

1. To provide and set up traffic control devices needed to comply with the traffic control plan. Set up shall begin at least two (2) hours prior to the Parade; and
2. To remove the traffic control devices following the conclusion of the Parade.

V. SPECIAL TERMS FOR CAR D'LANE:

A. DTA hereby agrees:

1. To sponsor for Car D'Lane on Friday, June 19, through Saturday June 20, 2026, and Friday, June 18, through Saturday June 19, 2027, and Friday June 16 through Saturday June 17, 2028 in Coeur d'Alene, Idaho;
2. That the 2026 event will be held during the same time period as the Ironman event; during those dates Ironman has agreed to provide all barricades as needed.
3. To be solely responsible for the organization and operation of the "Cruise" on Friday and the Car Show on Saturday, except as set out in paragraph IV(B) of this MOU;
4. That the Cruise route shall be on E. Sherman Avenue from 2nd Street to 11th Street, S. 9th Street from E. Sherman Avenue to E. Mullan Avenue, E. Mullan Avenue from S. 9th Street to S. 11th Street, S. 11th Street from E. Mullan Avenue to E. Sherman Avenue, N. 8th Street from E. Sherman Avenue to E. Lakeside Avenue, E. Lakeside Avenue from 8th Street to 4th Street, N. 4th Street from E. Lakeside Avenue to E. Wallace Avenue, E. Wallace Avenue from 4th Street to 2nd Street, and N. 2nd Street from E. Wallace Avenue to E. Sherman Avenue;
5. That cars in the Car Show may be parked on both sides of E. Sherman Avenue from 1st Street to 7th Street, on the west side of 4th Street from E. Front Avenue to E. Lakeside Avenue, on the west side of 5th Street from E. Sherman Avenue to E. Front Avenue, and on E. Front Avenue from 3rd Street to 6th Street. Vendors may be located on both sides of E. Sherman Avenue between 5th Street and 6th Street. There is the potential for overflow parking on the west side of N. 5th Street from E. Sherman Avenue to E. Lakeside, and on the west side of 6th Street between E. Front Avenue and E. Lakeside Avenue. The Young Builders Alley shall be located on E. Front Avenue from 5th Street to 6th Street;

6. That DTA may begin assembly for the Cruise no earlier than 4:00 p.m. on Friday. No more than eight-hundred (800) vehicles will be authorized to participate in the Cruise;
7. That the Cruise shall start at 6:00 p.m., and be completed by 9:00 p.m., on Friday, PROVIDED, the DTA and Police Department may agree to close the Cruise earlier in the interest of safety;
8. That any pre-Cruise activities within the Cruise route may not begin before 5:30 p.m. and must be completed by 6:00 p.m.;
9. That the Car Show shall be on Saturday, from 5:00 a.m. until 4:00 p.m.;
9. Traffic Control:
 - a. To maintain a line of direct communication with the CDA Police command center throughout the Parade by a person who has authority to make decisions and bind DTA as may be required;
 - b. That, during the Cruise, vehicles exiting the Coeur d'Alene Resort shall be directed to turn left onto E. Sherman Avenue at 2nd Street. On the day of the Car Show, vehicles exiting the Coeur d'Alene Resort shall be directed to proceed north on 2nd Street, and through traffic shall be allowed on 3rd Street; and
 - c. That travel lanes on 3rd Street, 4th Street, and 7th Street shall remain clear and available for emergency vehicles during the events. On Saturday, E. Front Avenue will be closed to through traffic, but vehicles in the McEuen parking lot will be allowed to exit at 3rd Street to travel north and at 6th Street to travel east on E. Front Avenue.
10. Miscellaneous:
 - a. To provide three (3) ADA compliant portable toilets for vendors and customers, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets, and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate

manner and shall be secured during periods of inactivity. Portable toilets shall be in place and operational before staging for the Cruise;

- b. That it will pull tent permits through the Fire Department in advance of the Parade; and
- c. That it will require a Fire Department approved fire extinguisher in each vehicle and two (2) fire extinguishers at the announcer's stand.

10. Post Event:

- a. That at 4:30 p.m. on Saturday, DTA will begin cleaning the Parade sites, removing any DTA property that was placed for the Parade;
- b. Clean-up shall be completed no later than 6:00 p.m. on Saturday; and
- c. That it will participate in a debriefing session with CDA within one (1) week of the conclusion of the Parade, or such other time as agreed by the parties.

B. CDA hereby agrees:

- 1. To close the appropriate streets no later than 4:00 p.m. on Friday, and to provide and set up traffic control devices needed to comply with the traffic control plan for the Cruise;
- 2. To begin removing the traffic barricades following the conclusion of the Cruise, except for those needed for the Car Show. E. Sherman Avenue will remain closed to traffic from 1st Street to 7th Street for the Car Show until 4:30 p.m. on Saturday, when CDA shall begin to remove the remaining traffic barricades;
- 3. To direct traffic on southbound Northwest Boulevard onto E. Garden Avenue;
- 4. To close the 100 block of S. 5th Street as a staging area for the Police Department; and
- 5. That it will participate in a debriefing session with DTA within one (1) week of the conclusion of the Parade, or such other time as agreed by the parties.

VI. SPECIAL TERMS FOR STREET FAIR:

A. DTA hereby agrees:

1. To sponsor the Street Fair on Friday through Sunday, July 31 , through August 2, 2026, and Friday through Sunday, August 6, through August 8, 2027, and Friday through Sunday August 4 through August 6, 2028 in Coeur d'Alene, Idaho;
2. That the Street Fair shall be located on City streets on Northwest Blvd. from Lakeside Ave. to 1st Street, and on Sherman Avenue from 1st Street to 7th Street;
3. That DTA may begin set up for the Street Fair no earlier than 5:30 a.m., on Friday, for the event start;
4. That the hours of the Street Fair shall be from 10:00 a.m. to 8:00 p.m. on Friday and Saturday, and from 10:00 a.m. to 5 p.m. on Sunday;
5. Traffic Control: The cleaned “No Parking” signs shall be returned to CDA no later than noon on the Tuesday following the end of the Street Fair;
6. Miscellaneous:
 - a. That it will pull tent permits through the Fire Department in advance of the event; and
 - b. To provide twelve (12) portable toilets for vendors and customers, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant. Portable toilets shall be placed and operational prior to setup.

7. Post Event:

- a. That it will begin cleaning the Street Fair venue and removing any DTA property that was placed for the Street Fair at 5:00 p.m. on Sunday; and
- b. Clean-up shall be completed no later than 11:00 p.m. on the day after the Parade is concluded.

B. CDA hereby agrees:

1. To provide and set up traffic control devices needed to comply with the traffic control plan. Streets shall be blocked by 5:00 a.m. on the Friday of the Parade; and
2. To remove the traffic control devices no earlier than 6:30 p.m. on the Sunday of the Parade.

VII. SPECIAL TERMS FOR THE LIGHTING CEREMONY PARADE AND FIREWORKS DISPLAY:

A. DTA hereby agrees:

1. To sponsor, organize, and manage the Parade on Friday, November 27, 2026, Friday November 26, 2027, and Friday November 24, 2028, on E. Sherman Avenue in Coeur d'Alene, Idaho;
2. That the Parade route shall be on E. Sherman Avenue from 8th Street to the intersection of Northwest Boulevard and Government Way, with a staging area on Sherman Avenue from 8th Street to 11th Street. DTA will inform Parade participants to exit at the end of the Parade from Northwest Boulevard onto N. Government Way, and DTA shall station personnel at that intersection to assure compliance;
3. That it may begin staging for the Parade no earlier than 3:30 p.m. on the day of the Parade;
4. That the Parade shall start at 5:00 p.m. and be completed by 6:00 p.m. on the day of the Parade;
5. That it will ensure the Fireworks display by the Hagadone Hospitality Co. ("HHC") shall begin no earlier than 6:00 p.m. on the day of the Parade, and be completed by 8:00 p.m.;

6. Traffic Control:

- a. That this event requires a minimum of twenty (20) certified flaggers to assist with traffic control for traffic exiting the downtown area after the Parade. As such, the DTA shall contract for the flaggers at least ninety (90) days prior to the Parade and provide a copy of the contract to CDA by September 1 annually . DTA will provide up to six (6) DTA employee/volunteer flaggers in addition to the minimum of 20 contracted certified flaggers.

7. Miscellaneous:

- a. To provide seven (7) portable toilets for participants and spectators, placed in accordance to the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. At least two (2) of the portable toilets shall be ADA compliant; portable toilets shall be placed and operational prior to staging.
8. That DTA, including its agents, employees, licensees, and all parade participants, shall be allowed to distribute candy during the Parade in accordance with the following rules:
 - a. Candy distribution should be done in a safe and responsible manner at all times and, specifically, candy shall be handed out and not thrown;
 - b. Only authorized individuals or groups, such as parade volunteers or event organizers, should be designated as official candy distributors. Unauthorized individuals, including participants or spectators, should not distribute candy during the parade;
 - c. Candy Choices: Candy should be individually wrapped and in its original packaging;
 - d. Candy should be appropriate for all ages, taking into consideration potential choking hazards for young children;

- e. DTA is responsible for cleaning up any candy wrappers or debris left behind during the Parade. It is important to leave the Parade route clean and free of litter; and
- f. DTA is responsible for enforcing these rules for the distribution of candy during the Parade.

9. Post Event:

- a. To begin cleaning the Parade route and any public property impacted by the Parade, removing all debris and any DTA property that was placed for the Parade, immediately following the Event; and
- b. To complete clean-up no later than 10:00 a.m. on the day following the Parade.

B. CDA hereby agrees:

1. To prepare a traffic control plan for the Parade and complete it at least fourteen (14) days prior to the date of the Parade. Among the elements of the plan shall be closure of E. Sherman Avenue from 11th Street to the intersection of Northwest Boulevard and Government Way, and a hard closure at 2nd Street and E. Sherman Avenue thirty (30) minutes prior to the start of the Parade;
2. To loan DTA with “No Parking” signs sufficient to comply with the required posting of signs in accordance with the traffic control plan at least three (3) days before each Parade;
3. To provide and set up traffic control devices needed to comply with the traffic control plan. Set up shall begin, and E. Sherman Avenue will be closed along the Parade route and assembly area, beginning at 3:00 p.m. on the day of the Parade; and
3. To remove the traffic control devices in the staging area after Parade participants have cleared that area, and the remaining traffic control devices following the conclusion of the Fireworks.

VIII. SPECIAL TERMS FOR THE FARMER’S MARKET:

A. DTA hereby agrees:

1. To sponsor 15 Farmer’s Markets annually on Wednesday’s from May through September; Coeur d’Alene, Idaho;

2. That the Farmer's Market shall be located on City streets on 5th Street from Front Avenue to Lakeside Avenue with Sherman Avenue remaining open to vehicular traffic;
3. That DTA will provide specific dates to the City by March 15 annually;
4. That DTA may begin set up for the Farmer's Market no earlier than 1:30 p.m., for the event start;
5. That the hours of the Farmer's Market shall be from 4:00 p.m. to 7:00 p.m. on Wednesdays;
5. Miscellaneous:
 - a. That it will pull tent permits through the Fire Department in advance of the event; and
 - b. To provide two (2) portable toilets for vendors and customers, placed in accordance with the traffic control plan. All portable toilets shall be equipped with, or shall be accompanied by, an approved hand washing/hand sanitizing station. Portable toilets shall be located so as to not obstruct existing structures, utilities, doorways, or pedestrian travel paths, and in such a manner as to not be potentially impacted by site conditions. All portable toilets shall be monitored and serviced by a person, firm or corporation engaged in the business of cleaning or emptying portable toilets and recharged at a sufficient frequency to prevent the escape of offensive odors or spillage. It is DTA's responsibility to ensure that portable toilets are not used in a dangerous or inappropriate manner, and shall be secured during periods of inactivity. Portable toilets shall be placed and operational prior to setup.

6. Post Event:

- a. That it will begin cleaning the Farmer's Market venue and removing any DTA property that was placed for the Market at 7:00 p.m.; and
- b. Clean-up shall be completed no later than 8:00 p.m. each Wednesday.

B. CDA hereby agrees:

4. To loan traffic control devices needed to comply with the traffic control plan; and

IX. TERMINATION FOR CONVENIENCE.

- A. CDA may terminate this Agreement at any time by giving thirty (30) days' written notice to the DTA of such termination and specifying the effective date of such termination. In the event that CDA terminates this Agreement, any unused portion of the security deposit and the fees for Parades not held will be refunded by CDA.
- B. The DTA may terminate this Agreement at any time by giving thirty (30) days' written notice to CDA of such termination and specifying the effective date of such termination. In the event that the DTA terminates this Agreement, any unused portion of the security deposit will be refunded by CDA, but no portion of the Parade fees will be refunded.

Dated this 3rd day of February, 2026.

CITY OF COEUR D'ALENE

Daniel K. Gookin, Mayor

**COEUR D'ALENE DOWNTOWN
ASSOCIATION**

Emily C. Boyd, Executive Director

ATTEST:

Renata McLeod, City Clerk

Manifest

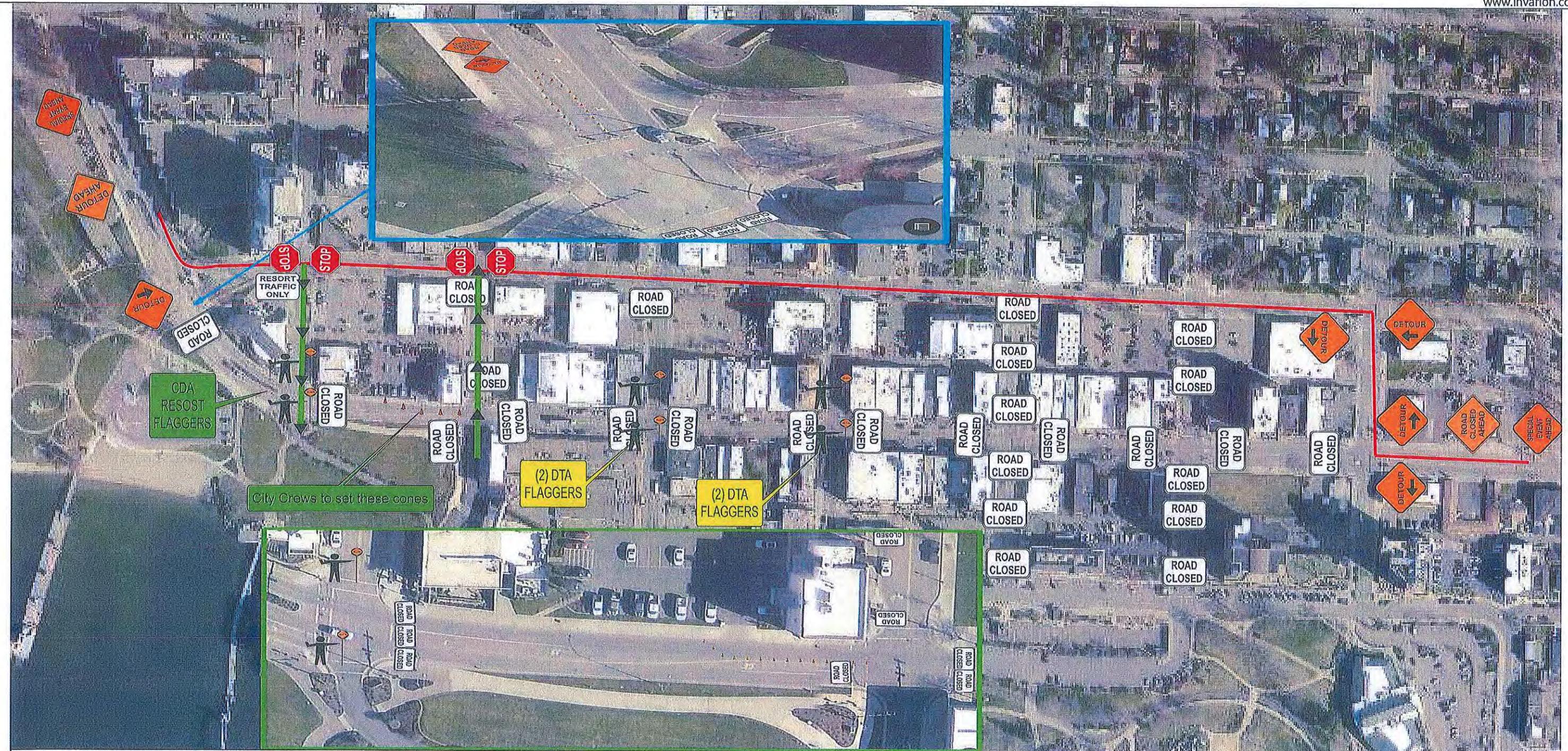
109 x R11-2 ROAD CLOSED
17 x Cone
12 x flagger flagger
9 x SC9 (FWY) DETOUR with Arrow
2 x CW20-101F CW20-101F
2 x SC5 SPECIAL EVENT AHEAD
1 x W4-2R Lane Ends

Date: 3/18/2023 **Author:** Mike Cummings **Project:** St Patrick's Day Parade

Comments:

Prior to event- Approximately 1:00 pm
-All road closed barricades and detour signage to be put out per TCP Plan.
1. Zip tie signs from 2nd to 8th six per block.(To be put out 2 to 3 days before event)
2. Tri-pod signs from 8th to 11th eight per block.
3. Special Event sign installed on BLVD at River heading south.
Starting at 2pm
-Traffic lights go into flash
1. Independence Point
2. 3rd St.
3. 4th St.
4. 7th St.
Manned Intersections
1. Blvd & Lakeside 1 Flagger
2. 1st and Sherman 2 Flaggers (CDA Resort)
3. 2nd and Sherman 2 Flaggers(CDA Resort)
4. 3rd and Sherman 2 Flaggers(Downtown Association)
5. 4th and Sherman 2 Flaggers(Downtown Association)
6. 7th and Sherman 2 Flaggers(Downtown Association)
7. 11th and Sherman 1 Flagger





Date: 8/4/2023 Author: Travis Galloway Project: Street Fair

Comments:

Prior to event- Approximately 5am Friday August 4th
 All road closed barricades and detour signage to be put out per TCP plan.
 1. Zip tied signs from 2nd to 7th, (8) per block. (put out 2-3 days prior to event)
 2. Special event sign installed on NW BLVD at River heading south.
 3. Resort staff responsible for resort traffic signs and placement of them.
 4. 1st and 2nd street- make 4-way stops with roll up signs
 Starting at 5AM 8/4/2023-

-Traffic lights go into flash-

1. Independence Point/Lakeside/ NW Blvd
2. 1st St
3. 2ns St

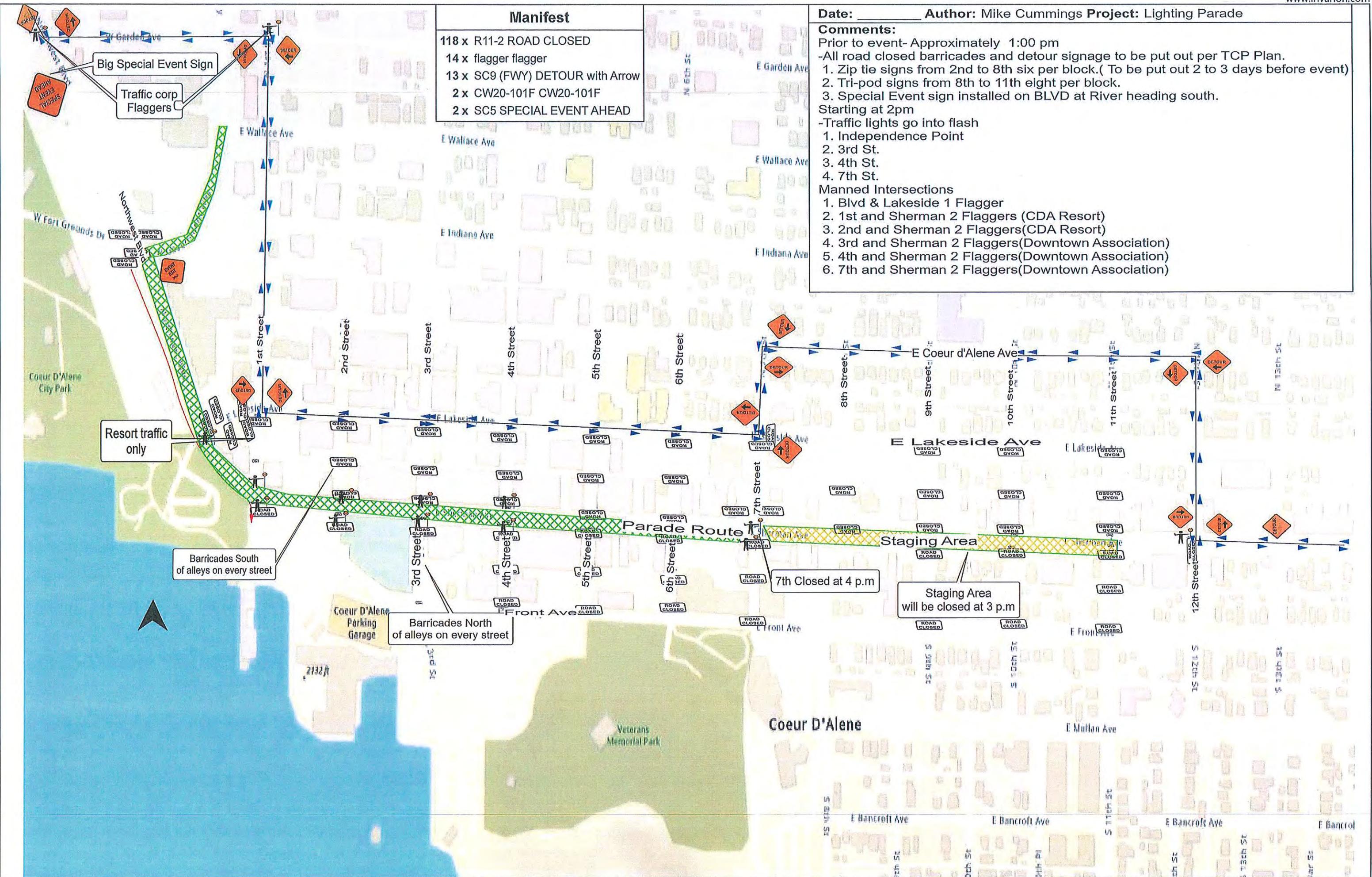
Manned Intersections-

1. 1st and Sherman (2) Flaggers- (CDA Resort Staff)
2. 3rd and Sherman (2) Flaggers- (Downtown Assoc.)
3. 4th and Sherman (2) Flaggers- (Downtown Assoc.)

Manifest

42 x Cone
38 x R11-2 ROAD CLOSED
8 x flagger flagger
6 x SC9 (FWY) DETOUR with Arrow
4 x CW23-100 (front) CW23-100 (front)
2 x CW20-3F CW20-3F
2 x SC5 SPECIAL EVENT AHEAD
1 x CW20-101F CW20-101F

Exhibit "C"



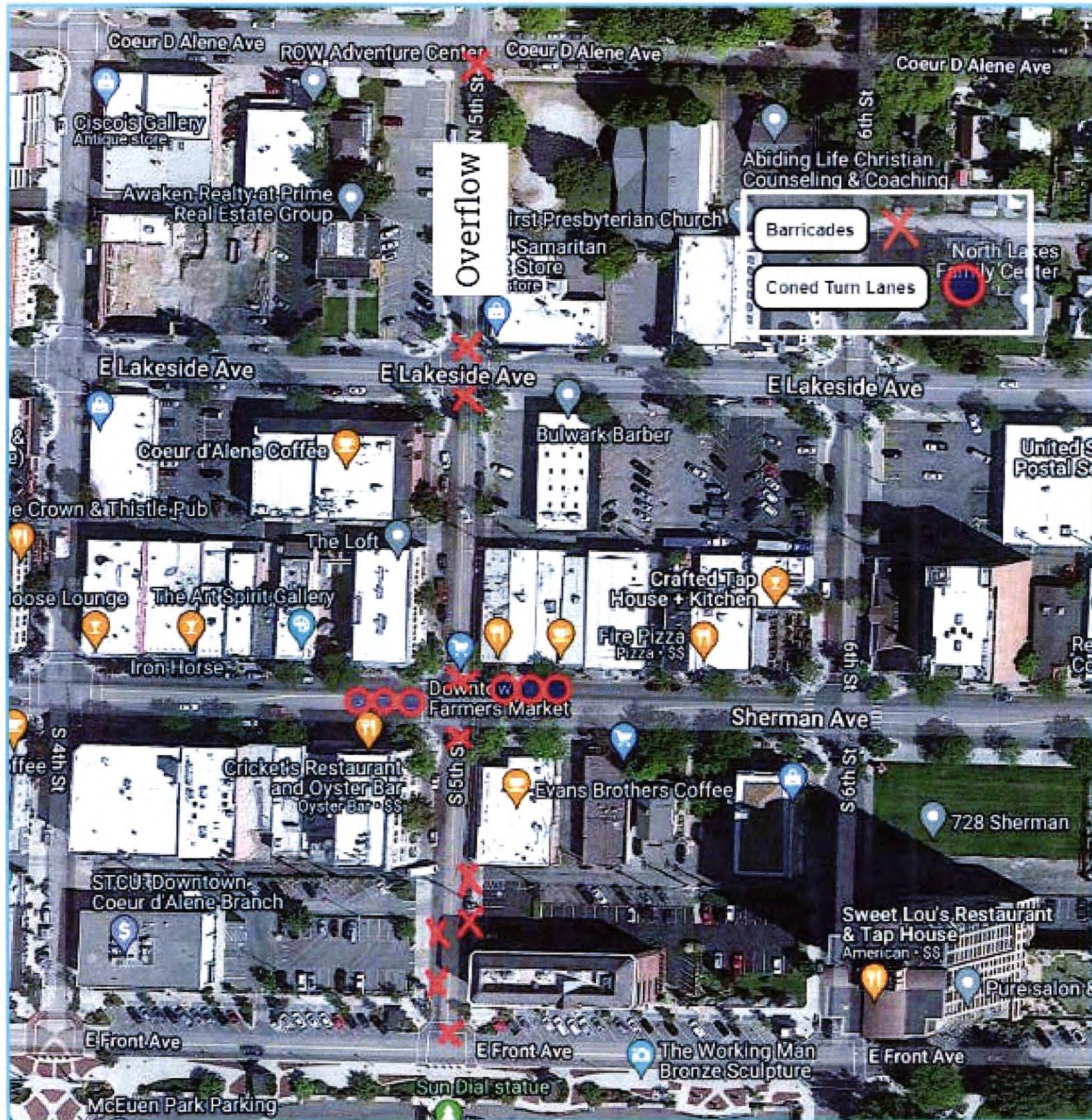


Exhibit "E"

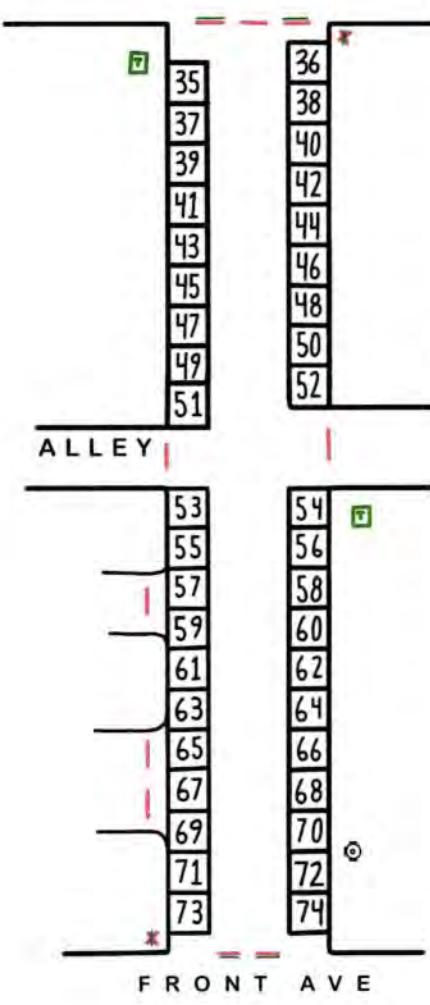
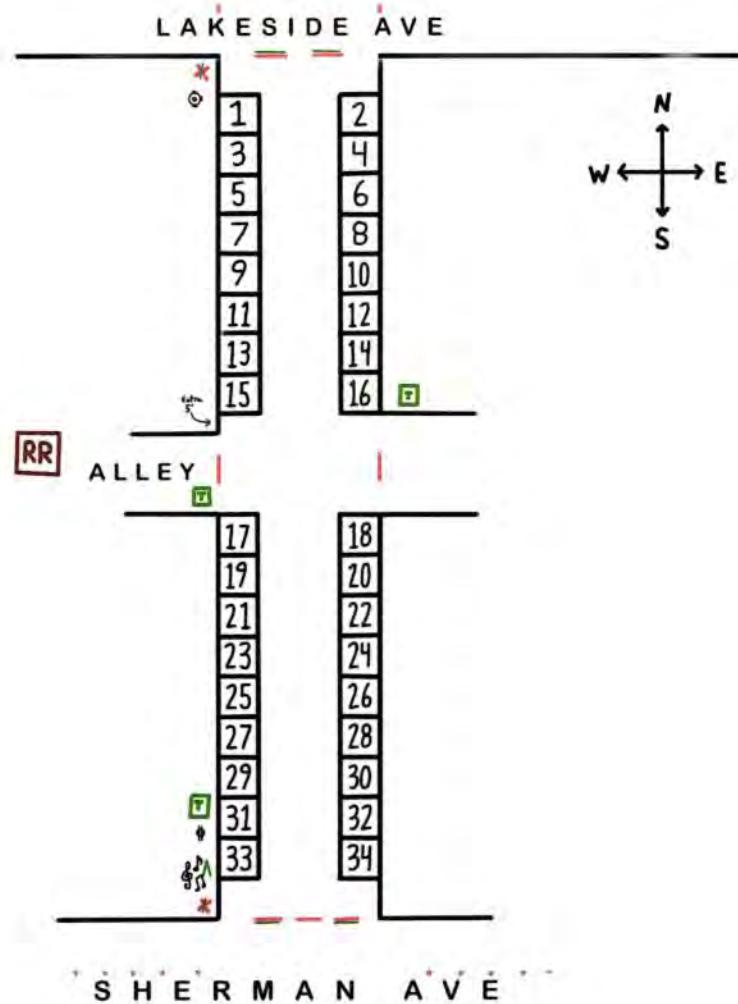


Exhibit "E"

RESOLUTION NO. 26-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE THIRD AMENDMENT TO THE HOST VENUE AGREEMENT WITH THE WORLD TRIATHLON CORPORATION AND THE NORTH IDAHO SPORTS COMMISSION FOR THE IRONMAN®-BRANDED TRIATHLON EVENTS, TO CLARIFY RESPONSIBILITIES FOR THE 2026 EVENT WEEKEND.

WHEREAS, pursuant to Resolution No. 19-054 adopted the 15th day of October, 2019, as amended by Resolution No. 22-027 adopted the 21st day of June, 2022, as amended by Resolution No. 23-050 adopted the 20th day of June, 2023, the City of Coeur d'Alene entered into a Host Venue Agreement with the World Triathlon Corporation and the North Idaho Sports Commission for Ironman®-Branded Triathlon Events in 2024, 2025, and 2026, setting the dates thereof, and adjusting the payment therefor; and

WHEREAS, the World Triathlon Corporation requests a Third Amendment to the Host Venue Agreement to, a copy of which Amendment is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves the Third Amendment to the Host Venue Agreement with the World Triathlon Corporation and the North Idaho Sports Commission pursuant to the Amendment attached hereto as Exhibit "A" and by this reference incorporated herein.

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

DATED this 3rd day of February, 2026.

Daniel K. Gookin, 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 GABRIEL Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

THIRD AMENDMENT
to
HOST VENUE AGREEMENT

This Memorandum of Understanding is made this 3rd day of February 2026, by and between the **City of Coeur d'Alene**, hereinafter referred to as the "City," and **World Triathlon Corporation**, hereinafter referred to as "WTC." This Memorandum of Understanding shall be effective for the event to be held June 21, 2026.

WTC has a Master Agreement with the City that was approved by the City on October 15, 2019, pursuant to Resolution No. 19-054.

The Master Agreement sets forth duties of the City and WTC within Exhibits B and C that need to be amended as WTC has agreed with the Downtown Association that the 2026 Ironman event and the 2026 Car d'Lane event will be held the same weekend, June 19-21, 2026.

Due to the joint public use areas, WTC has agreed to the following:

The following sections of Exhibit "B" will be amended as follows:

(d) Finish line within City Park. Set up will include a finish structure, bleachers, sound systems and tents as provided by WTC. Set up will occur Friday evening prior to the Race; tear down will occur Monday a.m.

(f) City Park as needed for a kids race during Race week between Tuesday and Saturday.

Exhibit "C" will be amended as follows:

3. Media

The following media for promotion of the Race and the Downtown Association Car d'Lane event:

- (a) Live content of the Race under the domain www.Ironman.com;
- (b) Inclusion of Host's logo on Event-specific website and print materials for the Race;
- (c) Reasonable marketing of Host's accommodation facilities.

In addition to barricades for the Ironman event, WTC agrees to provide barricades for the Car d'Lane event held June 19 and 20, 2026, according to the traffic control plan attached hereto as Exhibit "1." Consequently, the Downtown Association will not provide barricades for the 2026 Car d'Lane event.

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: _____
Daniel K. Gookin, Mayor

WORLD TRIATHLON CORPORATION

By: _____
Its: _____

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Its: _____



Downtown Area Course and Traffic Revisions

21JUN26 Downtown Core Road Closure Changes Option #1 Before 9:30am



The yellow arrows indicate the bike route which will be live from 0625-0925 (closures starting at 0400). The Resort traffic only traffic indicated by green arrows. Blue arrows indicate open roads during the bike course.

Barricade/Road Closure
Vehicle Traffic
Resort Only Traffic
Bikes

21JUN26 Downtown Core Road Closure Changes Preferred Option #1 After 9:30am

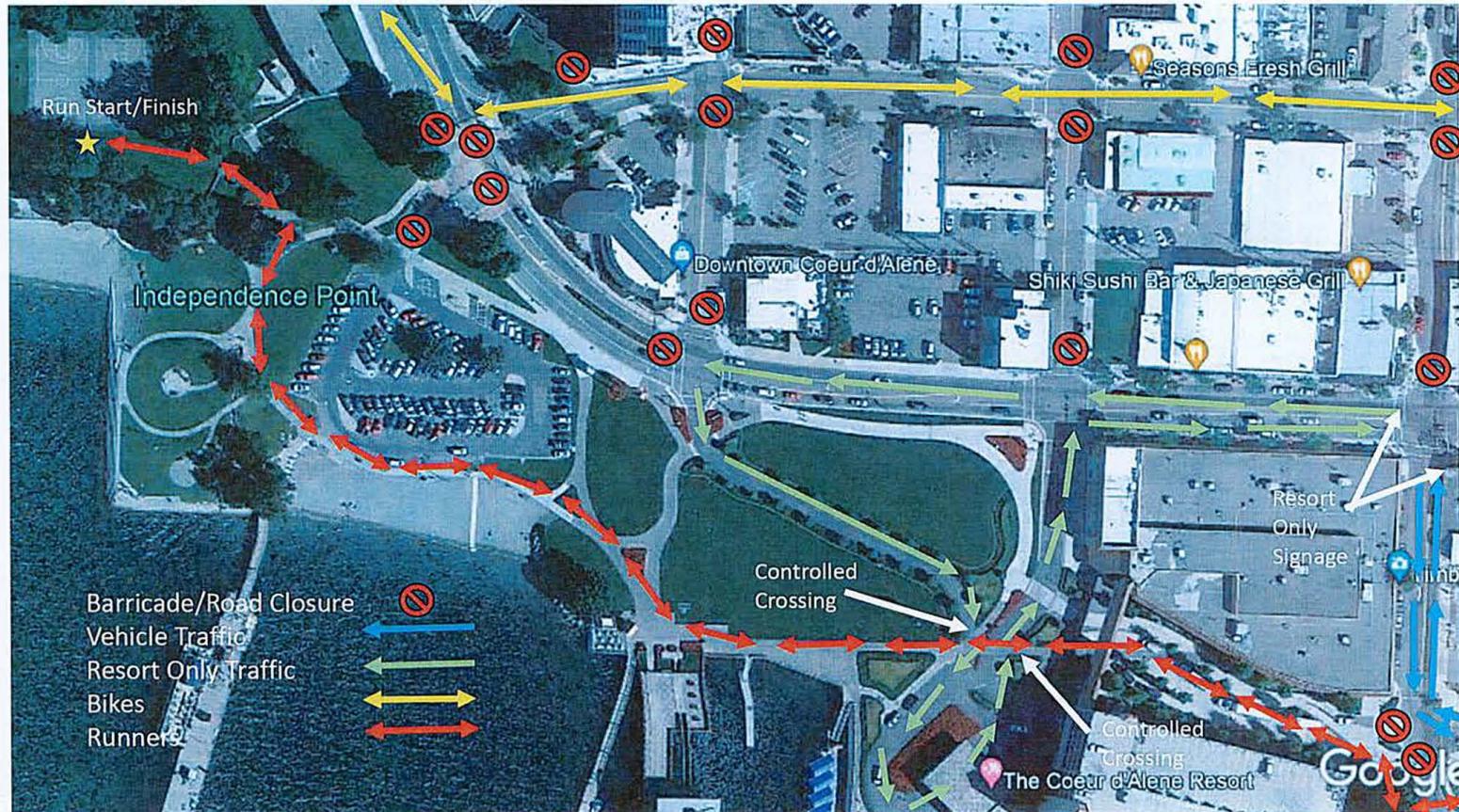


The last bike must pass the Museum northbound on NW BLVD my 0925. At this time, all bikes will be finished downtown and all downtown bike related roads can open. NW BLVD will be open by 2pm from HWY 95 to Sherman Ave. Resort traffic will be able to use the entirety of Sherman Ave for access at this point with access from the east.

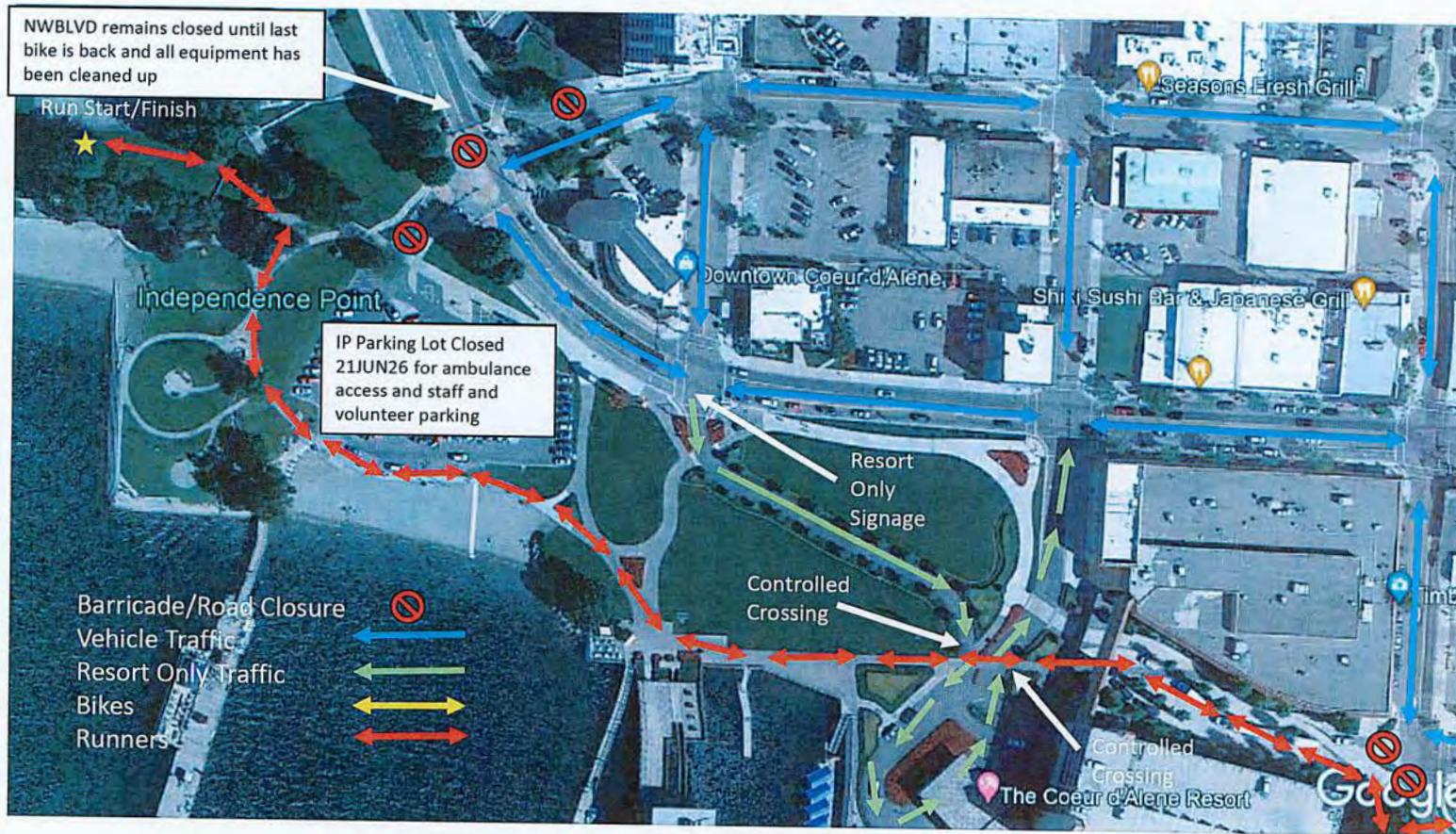
Barricade/Road Closure
 Vehicle Traffic
 Resort Only Traffic
 Bikes



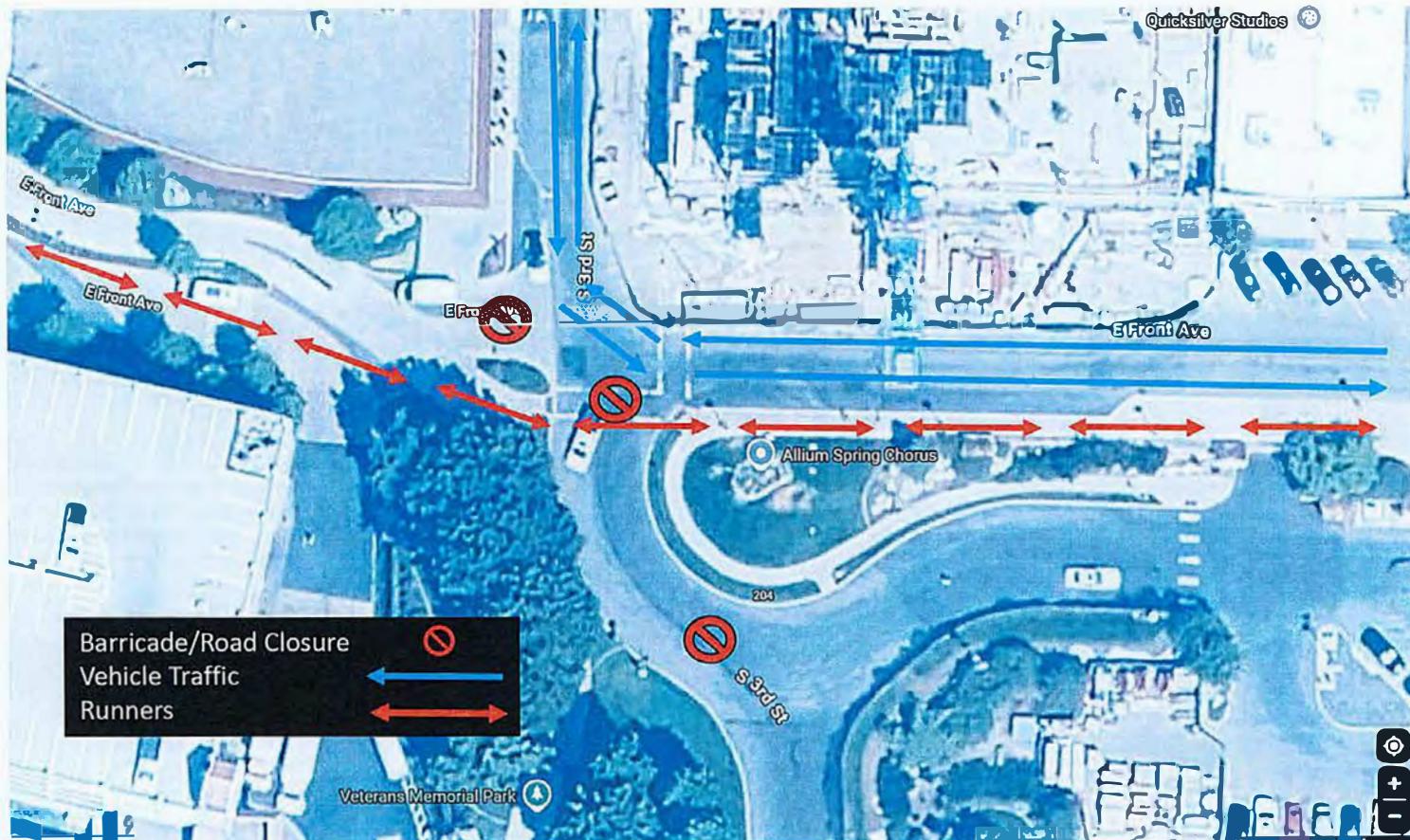
21JUN26 Resort Area Before 0930



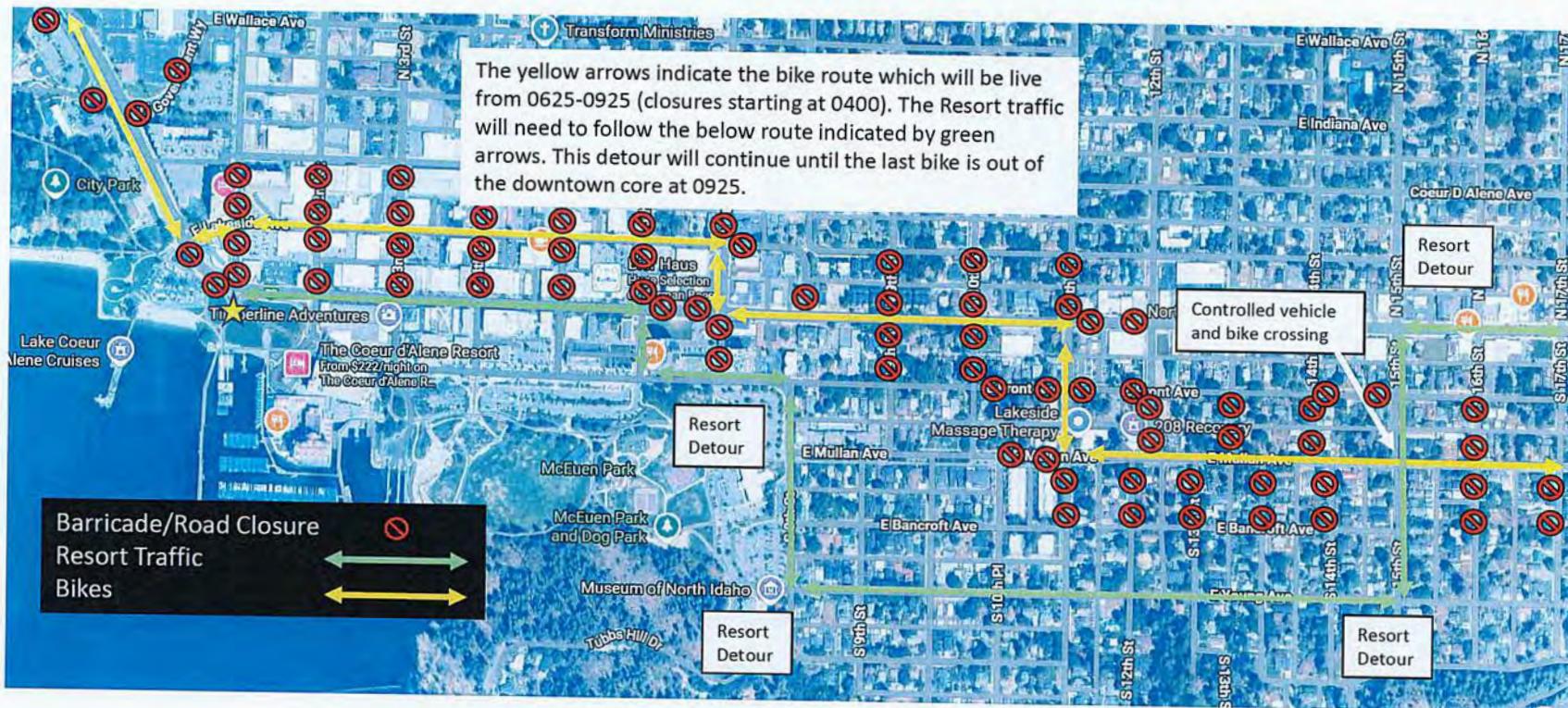
21JUN26 Resort Area After 0930 but before 1400



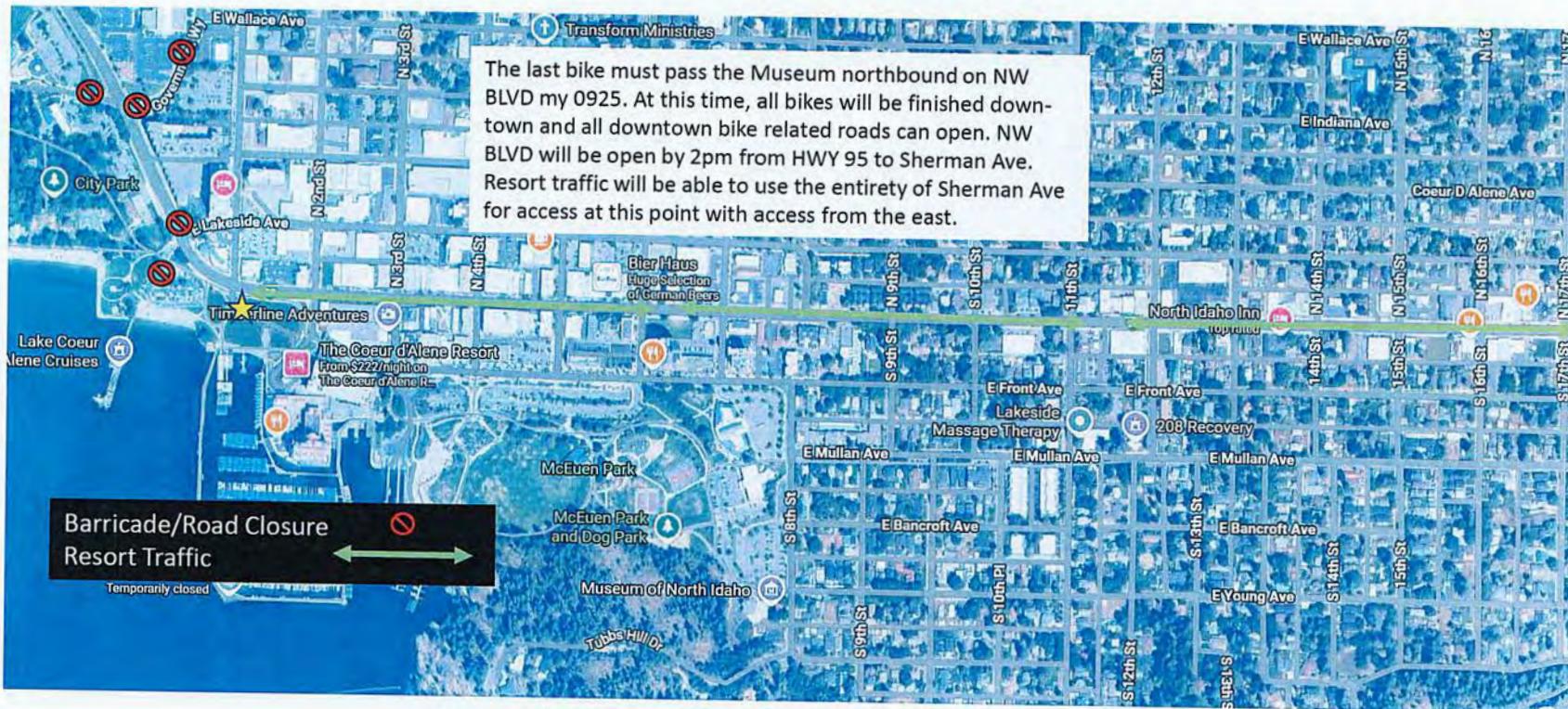
21JUN21 Run Course Exiting Resort Property at 3rd and Front 0800-1530

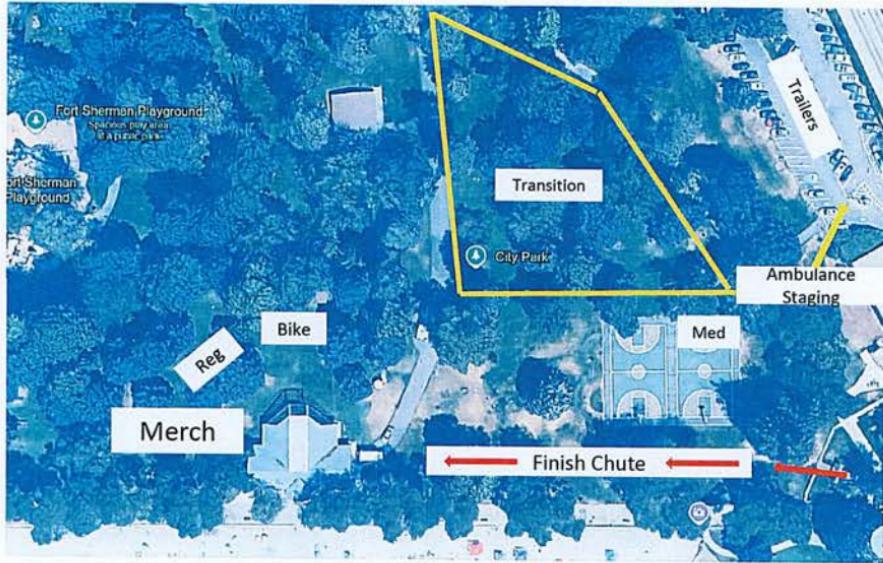


21JUN26 Bike Route and Resort Traffic Prior to 0925



21JUN26 Resort Traffic After 0930





CITY COUNCIL STAFF REPORT

Date: February 3, 2026
From: Adam Rouse, Recreation Superintendent
SUBJECT: SPECIALIZED NEEDS RECREATION MEMORANDUM OF UNDERSTANDING

DECISION POINT: Should Council approve a Memorandum of Understanding (MOU) with Specialized Needs Recreation (SNR) to reserve property at Cherry Hill Park, 1719 North 15th Street, for the construction of a recreational facility?

HISTORY: SNR was formed in 1984 to provide opportunities for underserved community members, a program essential to good health and wellbeing. Our Recreation Division leadership was a big part of forming the organization and obtaining state grant funding. We continue to provide financial assistance for programming that benefits families who may struggle in a standard recreation program. The Parks and Recreation Department has had budget conversations indicating a desire to build or acquire a recreational facility. This partnership will help bring that idea to fruition.

FINANCIAL ANALYSIS: At this juncture, there will be no impact to the City. Once a facility is onsite, we will maintain the grounds.

PERFORMANCE ANALYSIS: This partnership will provide a location for SNR to provide for the needs of their participants, and use of the facility by our recreation division will increase income, program opportunities, and the number of families we are able to serve. An MOU with the City will help SNR as they begin their capital campaign fundraising.

DECISION POINT / RECOMMENDATION: Council should approve the Memorandum of Understanding with Specialized Needs Recreation to reserve property at Cherry Hill Park, 1719 North 15th Street, for construction of a recreational facility.



SNR
SPECIALIZED NEEDS RECREATION
snridaho.org

Our Mission:
Enriching our participants with special needs through recreation and socialization to enhance personal growth.

Our Vision:
We champion an independent and joyful life, creating a connected community for all.

1



2

Adult Life Group –

Ages 18 and up, 10 am, M – F, year-round



Summer Camp All-Stars –

Ages 8-18, M-Th, 9-3 pm



Evening Group –

Ages 8 and up, Three monthly events

SNR Sports -

Ages 8 and up in a non-competitive, supportive environment.



3

2026 Adult Life Group Sample Calendar

SUN	MON	TUE	WED	THU	FRI	SAT
Total: 12	Total: 12	Total: 22	Total: 25	Total: 22		
Total: 12	Total: 12	Total: 22	Total: 25	Total: 20		
Total: 12	Total: 12	Total: 22	Total: 30	Total: 22		
Total: 12	Total: 12	Total: 22	Total: 35	Total: 20		

- Monday- Friday
- 10 am – 2 pm
- Ages 18 & up
- Transportation provided for outings
- Variety of activities for social, recreational, community enrichment, and life skills.

4

Camp All-Stars



Horse Ranch

Beach Days

Crafts

Golf

Trampoline Park

Sailing

Green Bluff

Silver Mine

Petting Zoo

Laser Tag

Hikes

Bowling

**Mobius Science
Center**

Soccer

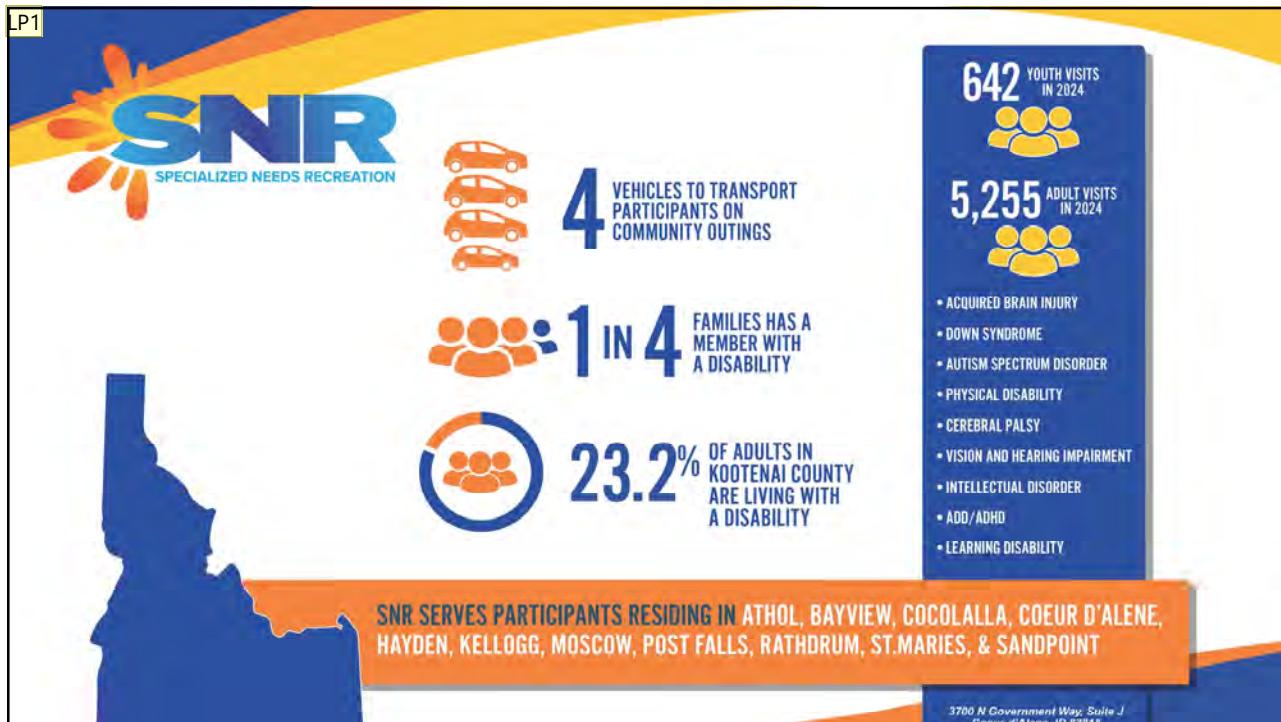
**Spokane
Aquatic Center**

- Summer Camp for ages 8 - 18
- Monday - Thursday
- 9 am – 3 pm
- Drop off at SNR
- Transportation provided for outings

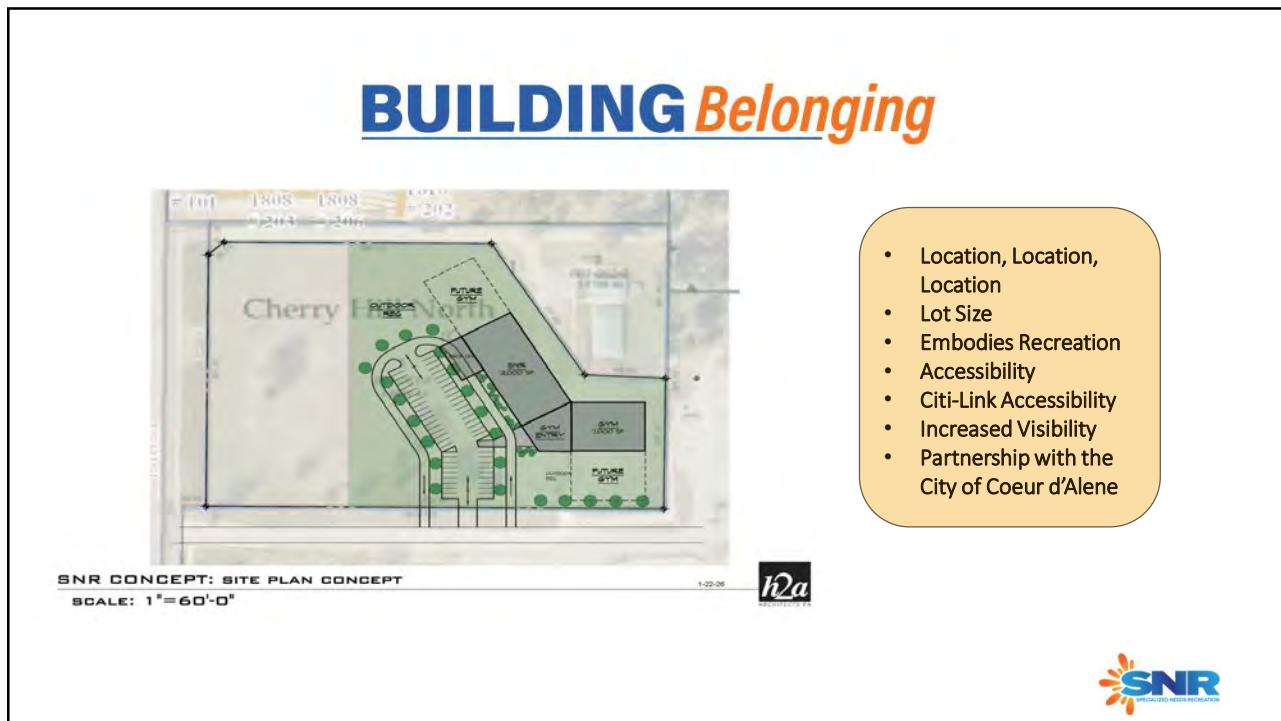
5



6



7



8

LP1 camp pic

Lindsay Patterson, 2025-12-11T03:56:39.146

Built to Serve



Basketball Court



Art Studio



Sensory Room



Larger Kitchen



Garden



Yoga/Dance Studio



9



FOUNDERS CLUB

59 Founding Partners



10

Bottom Line, we simply need more space that will serve our community's growing needs.





January 29, 2026

Specialized Needs Recreation was founded in 1984 through a partnership with the City of Coeur d'Alene Parks & Recreation Department to ensure individuals with disabilities had access to therapeutic recreation.

For more than 41 years, the city has remained an essential partner, and we're proud of what we've built together.

While our programs have grown, our mission has not. Accessible recreation is essential to community health and wellbeing—and as Coeur d'Alene grows, the need for inclusive, year-round indoor recreation grows with it.

That need led to the **Building Belonging** project: a shared-use, fully accessible recreation center designed to expand capacity and ensure individuals with disabilities are not left behind. The Memorandum of Understanding before you today provide a clear framework to move forward uniting the City and SNR around a shared vision and allowing us to begin the work of raising the necessary funds.

Guided by four core mottos—You Belong, You Matter, You Are Strong, and You Are Enough—SNR shows up for participants every day in ways that reflect Coeur d'Alene's values of community, inclusion, connection, and quality of life—making Building Belonging a meaningful investment in our city.

Together, these programs serve children, teens, and adults year-round—creating a continuum of support that meets individuals where they are and grows with them over time. For many families, SNR is more than a program—it's a lifeline, offering consistency, confidence, peace of mind, and the kind of respite only families living with disability truly understand.

This program provides structure, purpose, and recreation for adults who thrive in a supportive social environment. Each morning, participants are dropped off at SNR, serving as a launch pad—bringing everyone together before we head out into the community.



We provide transportation for daily outings where participants build life and social skills through hands-on recreation, volunteering, and shared experiences that spark joy and lasting friendships.

Both within and beyond our walls, transportation is essential. We are deeply grateful to the City Shop for their ongoing care of our vehicles, ensuring participants can safely, reliably, and meaningfully engage with the community every day.

Camp All-Stars meets kids where they are, as a critical steppingstone, intentionally preparing them for what comes next.

As they age out of traditional school and Camp All-Stars, they are prepared for a smooth transition into SNR's Adult Program—where they are familiar with routines, expectations, and our community-based approach.

Our center is full of energy, welcoming individuals from across the region and a wide range of abilities.

Within our four walls, we rely on a 2,000 sq. ft. space to deliver meaningful, intentional programming—435 people are actively registered at SNR from across the region. Last month, we grew 5.5%, and we were closed for 2 weeks for the holidays.

SNR is where people with disabilities gather, where they build routines and friendships that matter.

Last year, SNR was visited 5,897 times.

The 15th Street property presents a unique opportunity to strengthen the long-standing partnership between SNR and the City of Coeur d'Alene. It checks every box—location, size, accessibility, visibility, and alignment with existing recreation and transit infrastructure.

The site supports a shared-use, community-centered facility, with SNR serving participants during the day and Parks & Recreation gaining valuable indoor recreation



space in the evenings and on weekends. We are already working with H2A Architects, who are leading the site design to thoughtfully plan a facility aligned with our mission.

The Building Belonging project proposes a 20,000-square-foot facility designed to complement the existing use of Cherry Hill while meeting the growing needs of our community—creating a permanent, inclusive, year-round indoor space where partnership delivers lasting impact for generations.

We envision a purpose-built facility designed with intention—featuring indoor and outdoor sport courts, a large kitchen, sensory room,

art and creative spaces, a Yoga and Dance Studio, gardens, walking paths, program rooms, and functional staff and storage areas.

These spaces will be thoughtfully designed to support sensory needs, physical activity, creativity, life skills, and social connections.

This vision is already embraced by individuals, families, and community leaders.

Early champions have stepped forward with leadership gifts and multi-year commitments, laying the foundation for what's possible through our Founders Club. Their support sends a powerful message:

this project matters, this community cares, and the need is real.

Our participants are ready. Our families are hopeful. Our staff and volunteers are committed.

A new facility allows us to move beyond making things work and allows us to expand services to meet the growing and diverse needs of our community.

Improved accessibility, quieter environments, and flexible programming will allow more individuals to participate in SNR.

Being on the **CityLink route** is crucial—providing reliable transportation for individuals who do not drive and rely on caregivers to get from place to place.



Simply put, we need more space—and as you can see, we are bursting at the seams.

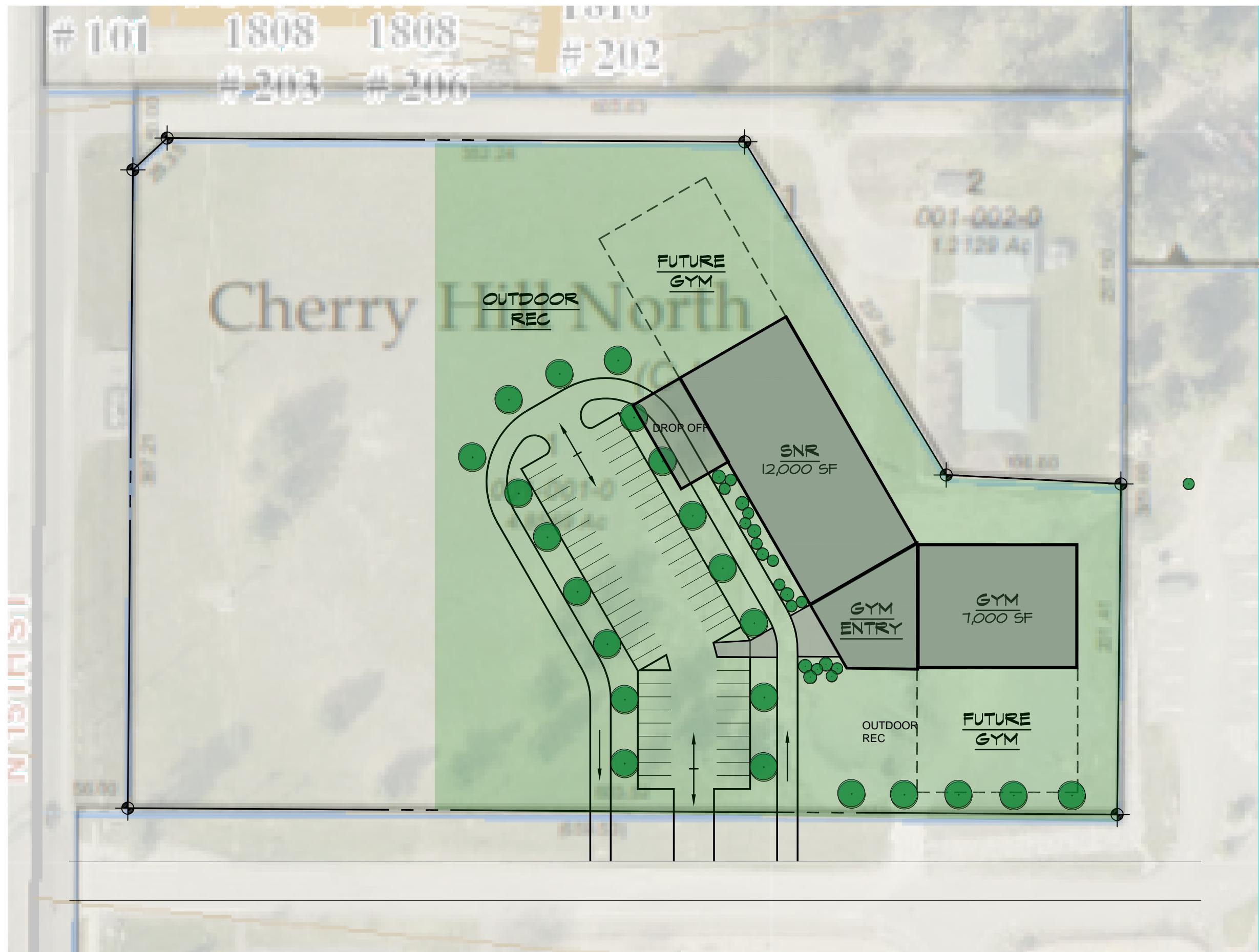
We are deeply grateful for this opportunity and excited about what lies ahead. Moving forward with the MOU allows donors to envision a project that strengthens our community and gives us a clear, responsible, and transparent path forward—together.

For more than 41 years, SNR has been honored to serve the people of this city—children, adults, and families who deserve to be welcomed wholeheartedly. The 15th Street property offers a once-in-a-generation opportunity to build that place—together.

Together, we can build more than a building. We can build a community where everyone belongs.

Lindsay Patterson

Executive Director



SNR CONCEPT: SITE PLAN CONCEPT

SCALE: 1"=60'-0"

1-22-26

RESOLUTION NO. 26-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH SPECIALIZED NEEDS RECREATION (SNR) FOR THE RESERVATION OF PROPERTY AT CHERRY HILL PARK, 1719 NORTH 15TH STREET, FOR THE CONSTRUCTION OF A RECREATIONAL FACILITY.

WHEREAS, the Recreation Superintendent has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with Specialized Needs Recreation (SNR) for the reservation of property at Cherry Hill Park, 1719 North 15th Street, for the construction of a recreational facility, pursuant to terms and conditions set forth in a Memorandum of Understanding, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with Specialized Needs Recreation for the reservation of property at Cherry Hill Park, 1719 North 15th Street, for the construction of a recreational facility in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 3rd day of February, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

was absent. Motion .

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE AND
SPECIALIZED NEEDS RECREATION**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("City") and Specialized Needs Recreation (SNR) and is intended to document the parties' understanding of, and agreement to reserve the use of property at Cherry Hill Park for the building of a recreational facility.

II. RECITALS:

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

WHEREAS, SNR is an unincorporated public recreational organization; and

WHEREAS, SNR would like to partner with City to provide a recreational facility for specialized needs recreation and City recreation activities; and

WHEREAS, it is the mutual desire of City and SNR to memorialize their understanding and agreement with respect to the land use; and

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

NOW THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this MOU shall be three (3) years, commencing on the date the parties have signed this MOU.
2. This MOU may be extended up to three (3) more years upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions the Parties may agree.

IV. TERMS FOR LAND

- A. For the duration of this agreement, the City shall reserve a portion of the land located at Cherry Hill for the future construction of a recreational facility, as set forth in Exhibit A.

- B. The location of the facility shall be determined by the City, with the input of SNR. However, the final decision regarding the location of the facility shall rest solely with the City, as set forth in Exhibit B.
- C. Once construction commences, this MOU will be updated to reflect the allocation of costs and specific uses of the facility between SNR and The City.
- D. That lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

CITY OF COEUR D'ALENE

SPECIALIZED NEEDS RECREATION

Daniel K. Gookin, Mayor

Name

Title

ATTEST:

Renata McLeod, City Clerk

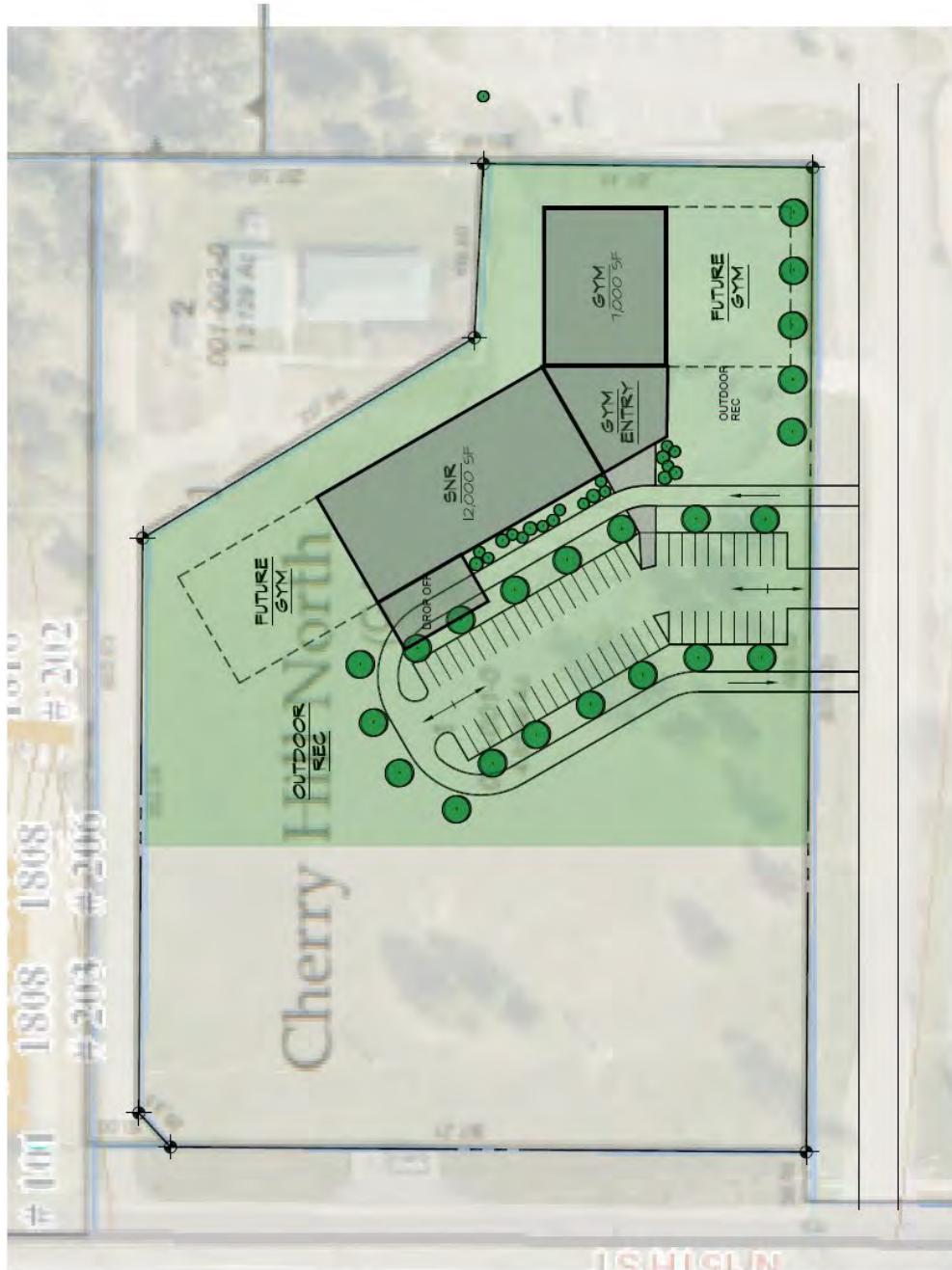
EXHIBIT A



EXHIBIT B

h2a
ARCHITECTS, PA

1-22-26



SNR CONCEPT: SITE PLAN CONCEPT

SCALE: 1" = 60'-0"

CITY COUNCIL STAFF REPORT

Date: February 3, 2026

From: Adam Rouse, Recreation Superintendent

SUBJECT: NORTH IDAHO COLLEGE MEMORANDUM OF UNDERSTANDING

DECISION POINT: Should Council approve a Memorandum of Understanding with North Idaho College (NIC) regarding the use of Memorial Field for softball activities?

HISTORY: The Recreation Division has had joint ventures with NIC for several years. This agreement formalizes NIC's use of Memorial Field for softball activities.

FINANCIAL ANALYSIS: There will be no cost to the City with the approval of this MOU. NIC will pay the City \$4,000 for 2026, \$4,200 for 2027 and \$4,410 for 2028. Upon renewal of this MOU, it is agreed that the fee will increase by 5% each year for the duration of the agreement. Payment will be due by February 15th of each year.

PERFORMANCE ANALYSIS: This agreement will properly record the partnership between the City and North Idaho College with options for renewal and increased fees annually to be in line with other Parks and Recreation Agreements. The suggested length of the agreement is three (3) years with the option to renew.

DECISION POINT / RECOMMENDATION: Council should approve a Memorandum of Understanding with North Idaho College for the use of Memorial Field for softball activities.

RESOLUTION NO. 26-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH NORTH IDAHO COLLEGE FOR THE USE OF MEMORIAL FIELD FOR SOFTBALL ACTIVITIES.

WHEREAS, the Recreation Superintendent has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with North Idaho College (NIC) for the use of Memorial Field for softball activities, pursuant to terms and conditions set forth in a Memorandum of Understanding, 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 approve such Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with North Idaho College (NIC) for the use of Memorial Field for softball activities 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 3rd day of February, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

MEMORANDUM OF UNDERSTANDING

Between North Idaho College and the City of Coeur d'Alene

Regarding Use of Memorial Field Softball Facility

This Memorandum of Understanding (MOU) is entered into by and between North Idaho College (NIC), a public community college, located at 1000 W. Garden Avenue, Coeur d'Alene, Idaho, and the City of Coeur d'Alene (City), a municipal corporation of the State of Idaho, located at 710 E. Mullan Avenue, Coeur d'Alene, Idaho.

1. Purpose

The purpose of this MOU is to establish a mutual understanding and agreement regarding the use of the Memorial Field softball facility by North Idaho College's softball program for practices, games, and related team activities.

2. Terms of MOU

This MOU will be effective from February 1, 2026, through June 30, 2028, and may be renewed automatically for an additional three (3) year term upon written notice from NIC to the City by May 30, 2028. If either party wishes to amend this MOU, the parties will negotiate in good faith prior to the automatic renewal date. NIC agrees to pay the City \$4,000 for 2026, \$4,200 for 2027 and \$4,410 for 2028 for the Use of the Facility, as defined herein. Upon renewal of this MOU, it is agreed that the fee will increase by 5% each year for the duration of the renewal term.

Payment will be due February 15th of each year.

3. Use of Facility

- NIC will provide a seasonal use schedule to the City no later than August 1 for the fall season, and no later than December 1 for the spring season.
- Scheduling priority will be coordinated with the City's Parks and Recreation Department to ensure minimal disruption to public or youth recreation programs.
- The City will give preferred/priority use of Memorial Field softball facility to NIC softball between the last Monday in August through the last Friday of May in each year.
- The City agrees to allow NIC to use the Memorial Field softball facility for its collegiate softball program, including practices, home games, and pre-approved events.

4. Facility Maintenance and Responsibilities

- The City will retain responsibility for the general maintenance and upkeep of Memorial Field, including field mowing, trash removal, restroom maintenance/cleaning, cleaning and upkeep of the grandstands, netting, fencing, walkways, scoreboard, and any items within the fenced area of Memorial Field.

- NIC agrees to maintain the softball field during its times/season of use, including dragging, chalking, and field preparation.
- Any damage caused to the facility by NIC, beyond normal wear and tear shall be repaired by NIC at its expense and in coordination with the City.

5. Improvements and Equipment

- Any permanent improvements or alterations to the facility proposed by NIC must be approved in writing by the City prior to implementation. Once improvements are complete, NIC and the City will amend this MOU to reflect on any altered maintenance and financial responsibilities.
- NIC may store softball-related equipment in an agreed-upon secure location.
- NIC is permitted to display branding, logos, signage, and marketing materials at the field during its season of use, provided they are temporary and do not damage City property. All such materials must be removed at the end of the spring season.
- 6. Insurance and Liability
- NIC will maintain general liability insurance coverage and provide the City with a certificate of insurance naming the City as an additional insured.
- NIC agrees to indemnify and hold harmless the City, its officers, employees, and agents from any claims arising from NIC's use of the facility, except where such claims are caused by the City's sole negligence or willful misconduct.

7. Termination

Either party may terminate this MOU with written notice at least 30 days prior to the desired termination date.

8. Dispute Resolution

In the event of a dispute, both parties agree to work cooperatively and in good faith to resolve any issues in a timely and amicable manner.

9. Non-Exclusive Use

This MOU does not grant exclusive use of Memorial Field to NIC but does give it preferred/priority usage of Memorial Field for the purposes outlined herein. The facility remains a public park, and community programming and events will continue in accordance with the City's policies.

10. Authorized Representatives

Each party designates the following individuals as the primary points of contact for communication and coordination related to this MOU:

For North Idaho College:

Shawn Noel, Director of Athletics and Recreation
208-665-5458
shawn.noel@nic.edu
Michael Garoutte, Head Softball Coach
208-769-7879
michael.garoutte@nic.edu

For City of Coeur d'Alene:

Adam Rouse- Recreation Superintendent
208-769-2314
acrouse@cdaid.org

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates below:

North Idaho College

By: _____
Name:
Title:
Date: City of Coeur d'Alene

By: _____
Name: Daniel K. Gookin
Title: Mayor
Date:

ATTEST

Renata McLeod, City Clerk

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: January 26, 2026
FROM: Troy Tymesen, City Administrator
RE: Repeal of Chapter 2.66, Coeur d'Alene Municipal Code, Parking Commission; Amendments to Municipal Code § 4.15.040 regarding the parking fees, the parking garage, and the display of permits

DECISION POINT: Should the City Council repeal Chapter 2.66, Coeur d'Alene Municipal Code, Parking Commission? Should Council approve amendments to Municipal Code § 4.15.040?

HISTORY: The City's Parking Commission was established by Chapter 2.66 in 2005 by Ordinance No. 3227. Its functions are to: (1) analyze parking needs throughout the City; (2) educate the public on the availability, value, and location of parking; (3) serve as the public's forum to address parking issues and concerns; (4) ensure parking is managed in a manner that is user friendly, visually attractive, and maintains the value of this asset; (5) address issues that arise regarding enforcement of Parking Ordinances and address appeals of Parking Ordinance tickets; (6) keep the Council informed regarding parking issues and to make recommendations to the Council on maintaining and/or improving parking; and (7) prepare policies and procedures, with the advice of the City Administrator, to regulate monthly parking permits. *See* Municipal Code § 2.66.020. Municipal Code § 2.66.030(A) provides: "The Parking Commission shall hold meetings as needed, at such time as may be determined by the majority of the commission, its Chairperson or the Mayor, but in any event shall meet at a minimum on a quarterly basis." The last scheduled meeting was to be on October 14, 2025, but it was canceled. Previously, at the April 8, 2025, meeting, only two commissioners attended, with six commissioners being absent, one of whom was deceased. Lacking a quorum, no business was conducted. Before the April meeting, the Parking Commission had a meeting on January 14, 2025, at which time a quorum was also lacking. There were only two meetings in 2024 at which a quorum was present. Currently, there is no scheduled meeting.

Since 2003, the City has contracted with Diamond Parking to enforce parking regulations for on-street parking in the Central Business District and on Park Avenue between West Lakeshore Drive and Mullan Road (for the period between Memorial Day and Labor Day), at the Third Street Mooring Docks, in City parking lots at Third Street, Fourth Street, Fifth Street, Independence Point, the former Museum, the Library, and Memorial Field, and at the Fourth Street Parking Garage. Diamond Parking is responsible for collection of parking fees and the charges for violations. It handles complaints from the public and works with City administration to address parking concerns. Code Enforcement enforces parking regulations throughout the rest of the City. The City Administrator handles parking appeals. A parking study was completed in May 2016 by an outside consultant.

All of the tasks of the Parking Commission are currently being performed by others. It has proven difficult for the members of the Parking Commission to meet and effectively exercise its duties. Under the circumstances, its continuance is not felt to be efficient or necessary.

Based on input received from the public, it was determined that amendments to Municipal Code § 4.15.040 were necessary to more clearly state Council's intent. The amendment first clarifies that payment of the hourly fee for parking, or possession of a monthly permit, is necessary to park in any

City facility except the City Hall and Library parking lots. Waiver or alteration of fees may be approved by the City Administrator or designee. Second, display of the permit would no longer be required because parking is tracked electronically. Third, the amendment would make it clear that a parking permit, hourly or monthly, is required at all times, including weekends and after 6:00 p.m., which is consistent with signage erected at the parking garage. Finally, the deadline for paying for a monthly parking permit should be removed, requiring only that payment must be in advance. Other minor housekeeping changes are recommended for the ordinance.

FINANCIAL ANALYSIS: The Parking Commissioners serve without compensation. The Commission has no budget. No additional City staff will be required to exercise the duties of the Parking Commission. Thus, there will be no financial impact to the City. The changes in the Code will have a negligible impact on the City's income.

PERFORMANCE ANALYSIS: The functions of the Parking Commission are being efficiently and adequately handled by City Staff and Diamond Parking. Having met with a quorum only twice in the last two years, the Parking Commission is deemed unnecessary. The amendment will help clarify what Council intended in enacting parking regulations.

DECISION POINT/RECOMMENDATION: Council should repeal Chapter 2.66, Coeur d'Alene Municipal Code, Parking Commission and approve the amendments to Municipal Code § 4.15.040.

COUNCIL BILL NO. 26-1000
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING COEUR D'ALENE MUNICIPAL CODE CHAPTER 2.66 ENTITLED PARKING COMMISSION; AND AMENDING COEUR D'ALENE MUNICIPAL CODE SECTION 4.15.040 TO CLARIFY THAT THE HOURLY FEE MUST BE PAID OR A MONTHLY PARKING PERMIT MUST BE OBTAINED IN ADVANCE TO PARK IN CITY FACILITIES REQUIRING A FEE, TO REMOVE THE REQUIREMENT TO DISPLAY PARKING PASSES, TO CLARIFY THAT PAYMENT OR A PERMIT IS REQUIRED AT ALL TIMES, AND TO MAKE HOUSEKEEPING CHANGES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF.

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 amendments to the Coeur d'Alene Municipal Code Section 4.15.030 be adopted.

NOW, THEREFORE,

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

SECTION 1. That Coeur d'Alene Municipal Code Chapter 2.66, entitled Parking Commission, be repealed.

SECTION 2. *That Coeur d'Alene Municipal Code Section 6.15.110 is amended as follows:*

4.15.040: PARKING REGULATIONS FOR ALL PUBLIC PARKING FACILITIES: The following regulations govern the use of all property owned by the City on which private vehicles are allowed to park, including garages, permanent surface lots, semipermanent and temporary surface lots, or other areas that are used for vehicle parking, but excluding on-street parking, hereinafter referred to as "parking facilities".

A. General Parking Regulations:

1. Vehicles can only be parked within the stalls designated by painted lines and as nearly in the center of the designated stalls as possible.
2. Vehicles cannot be parked or left unattended in any drive aisle in a parking facility.
3. Trailers cannot be left in any parking facility unless attached to a parked motor vehicle in a stall marked or otherwise designated for oversize or multi-unit vehicles.
4. Passenger cars, as defined by State law, may not park in stalls marked or otherwise designated for oversize or multi-unit vehicles from May 1 through September 30 each year.
5. A recreational vehicle, trailer, oversize vehicle, or multi-unit vehicle, including a vehicle with attached trailer, may be parked only in a stall marked by a sign or striped for such vehicles and must fit entirely within the marked stall.

6. ~~A Payment of the hourly fee for parking permit or, as provided in this Code, a monthly permit, as established by Resolution of the Council, is required for the use of all parking facilities except the City Hall parking facility and the library parking facility. Fees may be altered or waived by the City Administrator or his the Parking Commission for designee, for special events as set out in this chapter. No parking fee is required for a City vehicle operating in the course of official business in any parking facility.~~
7. ~~The permit shall be displayed on the dashboard or on the rearview mirror in plain sight at all times the vehicle is parked in a parking facility requiring a permit.~~
8. No vehicle may be parked for longer than two (2) hours in any stall served by an electric vehicle charging station.

B. Specific Regulations For Certain Parking Facilities:

1. No vehicle may be parked, or allowed to remain parked, in the City Hall parking facility or the Independence Point parking facility continuously for more than forty eight (48) hours.
2. ~~A parking permit is not required for the Coeur d'Alene parking garage on holidays, weekends, or after six o'clock (6:00) P.M. on weekdays.~~
3. Parking in the Memorial Field parking facility and the Museum parking facility is prohibited between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M., unless the City Clerk approves longer hours for a special event.

C. Other Regulations For Parking Facilities:

1. Vehicles may only be driven in a parking facility on the designated driving aisles and only in the direction indicated by signs or traffic control devices.
2. Vehicles may not be driven in a parking facility faster than five (5) miles per hour.
3. Vehicles may only be driven into or out of a parking facility at the designated entrances and exits.
4. No portion of any parking facility may be used in any manner that endangers the person or property of another, or disrupts the normal operations of the parking facility, including, but not limited to, conduct involving the use of abusive or threatening language or gestures, unreasonable or excessive noise or emissions, or unreasonable or excessively loud or boisterous physical behavior. No person shall place any object, such as a bicycle, backpack, cart, or other item in a manner that interferes with free passage within the facility.
5. No person may distribute, throw or affix to vehicles any literature, handbills or fliers in any City parking facility.
6. Other than City-authorized events, no person shall participate in gatherings within the parking facility.
7. All persons within a City parking facility shall obey all posted regulations and the direction of an authorized parking official.
8. No person shall operate or ride any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, wagon, scooter, or similar device in any parking facility. This prohibition shall not apply to the use of wheeled equipment necessary for ambulation by a disabled person.
9. No person shall enter or remain within a parking facility for any purpose other than to park or retrieve a vehicle, or to access other public property.
10. Smoking of cigarettes, cigars, pipes, or other lighted or heated devices intended for inhalation is prohibited in any enclosed area of any parking facility.

11. Concessions in parking facilities shall be governed by subsection [5.75.050B](#) of this Code.

D. Exceptions:

1. The City Clerk, upon recommendation by the City Administrator or Parks Director, or their designees, may permit activities in public parking facilities which, in association with a permitted event, creates, or has the potential to create, noises, or noxious or odorous emissions that may otherwise violate this section, subject to such reasonable conditions as the City Administrator or Parks Director, or their designees, may deem necessary and appropriate. Participants in an event permitted hereunder shall not be in violation of this section so long as they are in compliance with the conditions of the permit.
2. The City Administrator may waive the parking fee, in whole or in part, for community events or park events open to the general public in any of the parking facilities.
3. The City Administrator may exempt persons attending special events from complying with any or all of the regulations of this chapter pertaining to one or more of the parking facilities.
4. When the City Administrator waives a parking fee for a community or park event, or exempts a person attending special events from complying with regulations of this chapter, City Council will be notified promptly.

E. Monthly Parking Permits:

1. It is the intent of the City Council that parking facilities should accommodate monthly parking permits for the purpose of alleviating parking congestion on the public streets. ~~For this reason, the Parking Commission, in consultation with the City Administrator, is hereby directed to create policies and procedures governing M~~onthly parking permits for parking facilities ~~shall be~~ consistent with the following guidelines.
 - a. The parking facilities for which monthly parking permits will be issued should be specifically identified. The decision of whether to issue monthly parking permits for a particular parking facility shall be based on the number of available stalls in that facility, the proximity to areas which would benefit from such permits, the availability of technology to support such permits, and similar factors.
 - b. The months for which monthly parking permits will be issued for each parking facility shall be designated by the City Administrator, taking into consideration seasonal parking requirements.
 - c. The number of monthly parking permits which will be issued for each parking facility, which may vary on a seasonal basis, shall not exceed forty percent (40%) of the stalls in any parking facility unless authorized by the City Administrator.
 - d. Monthly parking permits must be paid in advance ~~by the fifteenth day of the month for parking in the succeeding month unless otherwise provided by this Code or City policy.~~

~~2. The policies and procedures for monthly parking permits may be changed from time to time with the approval of the Parking Commission.~~

23. A member of the public may appeal any policy or procedure to the City Council.

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 February 3, 2026.

APPROVED, ADOPTED and SIGNED this 3rd day of February, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
Repealing Chapter 2.66 and amending Section 4.15.040 of the City Code,

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING COEUR D'ALENE MUNICIPAL CODE CHAPTER 2.66 ENTITLED PARKING COMMISSION; AND AMENDING COEUR D'ALENE MUNICIPAL CODE SECTION 4.15.040 TO CLARIFY THAT THE HOURLY FEE MUST BE PAID OR A MONTHLY PARKING PERMIT MUST BE OBTAINED IN ADVANCE TO PARK IN CITY FACILITIES REQUIRING A FEE, TO REMOVE THE REQUIREMENT TO DISPLAY PARKING PASSES, TO CLARIFY THAT PAYMENT OR A PERMIT IS REQUIRED AT ALL TIMES, AND TO MAKE HOUSEKEEPING CHANGES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF. 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. ___, Repealing Chapter 2.66 and Amending § 4.15.040 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 3rd day of February, 2026.

Randall R. Adams, City Attorney

CITY COUNCIL STAFF REPORT

DATE: *February 3, 2026*

FROM: *Dan Gookin, Mayor*

SUBJECT: *Contract with Ron Jacobson for the position of interim City Administrator*

=====

DECISION POINT: Council approval of a contract appointing Ron Jacobson as interim City Administrator.

HISTORY: Troy Tymesen is set to retire as City Administrator effective February 20, 2026, creating a vacancy in this key leadership position. The recruitment process for a permanent replacement has not yet begun, leaving a gap in administrative oversight.

FINANCIAL ANALYSIS: The City Administrator position (pay grade 21) carries an hourly range of \$68.78 to \$96.75. The current annual budget allocation for the position is \$201,244. The proposed contract sets compensation at \$14,500 per month, excluding medical benefits and PERSI contributions. This amount falls within the mid-range of the pay scale and results in an estimated savings of at least \$3,580 per month. This savings is calculated by dividing \$201,244 by 12 months (\$16,770.33 per month) and subtracting the contracted rate of \$14,500, plus the difference in medical and PERSI benefits that Mr. Jacobson is declining.

PERFORMANCE ANALYSIS: Mr. Jacobson is available to begin the transition on February 17, 2026, prior to Troy Tymesen's final day on February 20. He has requested that his contract conclude before July 2026, by which time the City expects to have selected a full-time administrator.

Appointing Ron Jacobson as interim City Administrator provides stability and continuity during a period of leadership transition. His 20 years of municipal service in Post Falls gives him a strong understanding of local government operations, regional partnerships, and community expectations. This experience allows him to step into the role quickly with minimal learning curve, ensuring that essential city services remain uninterrupted.

Ron's established relationships with the business community, regional agencies, and local stakeholders also support ongoing collaboration on issues such as transportation, public safety, and economic development. Maintaining this level of continuity helps reassure residents, businesses, and community partners that the City remains well-managed and forward-focused during the recruitment period for a permanent administrator. Additionally, having a seasoned former Mayor in the interim role reinforces public confidence in the City's leadership, reducing uncertainty and preserving momentum on

active projects. His presence helps ensure a smooth transition, providing the community with consistent administrative guidance until a long-term appointment is made.

If Council does not approve this contract, the duties of City Administrator would shift to the City Clerk and City Attorney, with support from the mayor. These responsibilities would be in addition to their existing workloads, potentially delaying ongoing projects and reducing administrative efficiency. Both employees would receive assignment pay for taking on the extra tasks.

DECISION POINT/RECOMMENDATION: The Mayor recommends that Council approve the contract with Ron Jacobson to serve as interim City Administrator.

RESOLUTION NO. 26-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN PROFESSIONAL SERVICES AGREEMENT WITH RONALD G. JACOBSON TO PERFORM CITY ADMINISTRATOR DUTIES.

WHEREAS, the Mayor of Coeur d'Alene has recommended that the City Council enter into a Professional Services Agreement with Ronald G. Jacobson to perform the duties of City Administrator until June 30, 2026, with a position title of "Interim City Administrator;" and

WHEREAS, Ronald G. Jacobson shall not be appointed "City Administrator," pursuant to the Coeur d'Alene Personnel Rules; 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 said Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with Ronald G. Jacobson, as set forth in Exhibit "A" and by this reference incorporated herein, for the position of "Interim City Administrator," with the provision that the Mayor 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 Professional Services Agreement on behalf of the City.

DATED this 3rd day of February, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

**PROFESSIONAL SERVICES AGREEMENT
for
COEUR D'ALENE CITY ADMINISTRATION**

THIS Professional Services Agreement, hereinafter referred to as the “**AGREEMENT**,” is made and entered into this _____ day of _____, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **RONALD G. JACOBSON**, an individual, hereinafter referred to as “**JACOBSON**.”

W I T N E S S E T H:

WHEREAS, on the advice and recommendation of the Mayor of the City of Coeur d’Alene, **JACOBSON** has been selected to perform professional services on a temporary basis for the City due to the retirement of the City Administrator; and

WHEREAS, it is deemed to be in the best interests of the **CITY** to retain **JACOBSON** to perform certain duties typically performed by the City Administrator on a temporary basis, pending the hiring of a City Administrator; and

WHEREAS, **JACOBSON** and the **CITY** have reached this **AGREEMENT** for the performance of professional services, hereinafter referred to as the “**SERVICES**,” as described herein.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **JACOBSON** shall perform the **SERVICES** as described herein under the direction and supervision of the Mayor and City Council.

SECTION 1. EMPLOYMENT. The **CITY** agrees to engage **JACOBSON**, and **JACOBSON** agrees, to perform the services as described in Section 2 hereof. The title of **JACOBSON**’s position shall be “Interim City Administrator,” but he shall not hold the appointed office of “City Administrator.”

SECTION 2. SCOPE OF SERVICES.

A. Generally. **JACOBSON** shall provide leadership and policy guidance to department heads, and carry out the vision, strategic plan, and goals of the Mayor and City Council. **JACOBSON** shall assist the **CITY**’s elected officials in establishing policies and long-term goals; ensure the financial security of tax dollars and monitors the overall fiscal activity of the **CITY**; direct operations through department heads; serve as ex-officio member of **CITY** boards and commissions; motivate and lead a management team, and encourage a team structure within departments; maintain strong community relationships and relationships with state and federal officials; ensure the **CITY**’s work environment is responsive,

respectful, value-based, and innovative; and ensure that employees are held accountable for quality services.

B. Specifically. **JACOBSON** shall perform all the necessary ancillary services respecting the tasks set forth in Paragraph A above, including, but not limited to:

1. Act as the agent of the Mayor and the City Council;
2. Develop, with the advice of the Mayor and consent of the Council, necessary administrative processes that insure the policies and ordinances of the Council are fully carried out;
3. Assure that the laws of the state pertaining to the **CITY**, all provisions of **CITY** laws and ordinances, and all **CITY** policies are duly enforced, and that all franchises, permits, and privileges granted by the **CITY** are faithfully observed;
4. Attend all meetings of the City Council unless excused therefrom by the City Council;
5. Coordinate the functions, duties, and activities of the various departments, divisions, and services of the **CITY** government and makes recommendations to the Mayor and City Council for the development of administrative procedures needed to efficiently and economically coordinate their functions and operations;
6. Cause to be prepared and submitted to him by each department, division, or service of the **CITY** government such reports that he may deem necessary for submission to the Mayor and City Council with his recommendations;
7. Address and endeavor to adjust all complaints filed against any employee, department, division, or service of the **CITY**, and to cooperate with all community organizations whose aim and purpose is to advance the best interests of the **CITY** and its people;
8. Assist the Mayor by managing the day-to-day operations and internal and external affairs of the **CITY**;
9. Develop policies, procedures and processes as needed to implement the decisions of the Mayor and City Council;
10. Perform and direct research on issues, policies, and political developments impacting the **CITY**;
11. Advise and apprise the Mayor and Council to keep them effectively informed of matters impacting the **CITY**;

12. Recommend executive, administrative and legislative actions to the Mayor and Council;
13. Assist the Finance Director, as needed, in the preparation and administration of the **CITY's** budget;
14. Monitor, together with the Finance Director, the overall fiscal activity of the **CITY** continuously;
15. Serve as ex-officio member of **CITY** boards and commissions;
16. Represent the **CITY** as directed by the Mayor and Council, including participation in intergovernmental consortiums to establish mutual relationships and programs, facilitating and participating in interagency, intergovernmental and private enterprise programs and projects as needed;
17. Exercise general supervision over public property under the jurisdiction of the **CITY**;
18. Establish a climate of high quality public services that are responsive, respectful, value-based, and innovative;
19. Meet with department heads to discuss issues and objectives, to determine strategies and approaches, and to brief on current activities and challenges;
20. Provide leadership for implementation of new programs or enhancements to existing programs, and in operational analysis and recommendations for organizational structure;
21. Provide leadership in the advancement and promotion of an organization that effectively supports and meets the needs of the customer, both internally and externally;
22. Serve as chair for the Executive Administrative Team to establish goals and direction of the **CITY**;
23. Oversee, in conjunction with the Human Resources Director and the Mayor, the hiring authority of department heads;
24. Act as Personnel Officer, as provided in the Personnel Rules, including the authority to delegate the duties of Personnel Officer;
25. Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
26. Work with department heads to establish goals, objectives and performance targets;

27. Carry out such other duties and functions as assigned by the Mayor and City Council;
28. Grant unpaid leave beyond twelve (12) weeks, after consultation with the employee's Department Head and the Human Resources Director;
29. Grant an employee, in accordance with Section 3, Rule 12, Personnel Rules, a meritorious wage increase up to five percent (5%); and
30. Take disciplinary action against any employee in consultation with the Human Resources Director, Department Head, and City Attorney, as appropriate, in accordance with the Personnel Rules.

C. **JACOBSON** shall not be required to, or be authorized to, perform the following duties:

1. Demote, dismiss, reduce in pay, or suspend with or without pay any employee in the competitive service without the consent of the employee's Department Head and Human Resources Director;
2. Appoint or terminate a Department Head, except with the consent of the Mayor and Council; and
3. Grant a variance from the Personnel Rules for any employee, except after consultation with the Human Resources Director and approval by the Mayor.

SECTION 3. SALARY AND BENEFITS.

A. Subject to the provisions of this **AGREEMENT**, the **CITY** shall pay **JACOBSON** the sum of fourteen thousand five hundred dollars (\$14,500.00), per month. **JACOBSON** shall be paid on a bi-weekly basis, on the Friday following the end of the pay period unless that Friday is a legal holiday, in which case **JACOBSON** will be paid on the next Monday. Most payroll deductions will be taken over twenty-four (24) pay periods annually, two (2) per calendar month, rather than twenty-six (26) pay periods. **JACOBSON**'s final paycheck will be issued on the next regular payday or in ten (10) days (excluding weekends/holiday), whichever is sooner.

B. As a temporary employee, **JACOBSON** shall not be entitled to benefits provided to full time, permanent employees of the **CITY**, including but not limited to medical insurance, PERSI, vacation, or sick leave.

C. **JACOBSON** is an executive exempt employee under the Fair Labor Standards and is ineligible to receive compensatory or overtime pay.

SECTION 4. TERM. The term of this **AGREEMENT** begins on the 17th day of February 2026 and ends on the 30th day of June 2026.

SECTION 5. CONDUCT. Except as provided in this **AGREEMENT**, **JACOBSON** shall be subject to the Personnel Rules which other **CITY** Department Heads are subject to.

SECTION 6. TERMINATION OF AGREEMENT. **JACOBSON** is an at-will employee, with no right to continued employment or employment benefits. This **AGREEMENT** is not intended to limit the reasons for which he may be discharged.

This **AGREEMENT** may be terminated upon the mutual agreement of both parties.

SECTION 7. Integration. This **AGREEMENT**, and any written amendments hereto signed by both parties, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this **AGREEMENT** shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

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

CITY OF COEUR D'ALENE

Daniel K. Gookin , Mayor

Ronald G. Jacobson

ATTEST:

Renata McLeod, City Clerk