

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

**VISION STATEMENT**

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

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

**June 16, 2026**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Chris Lauri, Garden Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATIONS:**

**1. PRESENTATION – Citizen Award to Everest Thomson**

**Presented by:** Fire Chief Jon Fugitt and Captain Dylan Clark

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

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

**G. ANNOUNCEMENTS:**

1. Swearing in of Fire Chief Jon Fugitt
2. Swearing in of Fire Marshal Craig Etherton
3. City Council

4. Mayor – Appointments to the International Board of Appeals as follows: Richard Colburn, Brian Longwell, Nicholas “Nick” Ebner, Justin Miller, and Tyler Drechsel.

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

1. Approval of Council Minutes for the June 2, and June 3, 2026 Council Meetings.
2. Approval of the June 8, 2026 General Services Committee Meeting Minutes
3. Setting of the June 22, 2026 Public Works Committee Meeting
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of **Resolution No. 26-050**
  - a. The purchase of one (1) Cortexflo Forensic Photography System from Fernico, Inc., in the amount of \$18,109.00, pursuant to Idaho Code § 67-2803(1), using remaining personnel budget authority in the Department’s existing General Fund appropriation.
  - b. Removal of the “Horizons” Fountain at the Park-Side Entrance to the Library  
**As Recommended by the General Services Committee**

**I. OTHER BUSINESS:**

1. Approval of the hiring of three additional Firefighters for the Fall 2026 Probationary Fire Academy

**Staff Report by: Fire Chief Fugitt**

2. Approval of the unbudgeted purchase of Firefighter turnouts for new Firefighters entering the Fall Academy.

**Staff Report by: Fire Chief Fugitt**

3. **Resolution No. 26-051** – Acceptance of the bid of, and approval of a Contract with, Apollo, Inc., in the amount of \$4,366,950.00, for the installation of a new one-million-gallon water tank at the end of Thomas Lane.

**Staff Report by: Kyle Marine, Water Department Director**

4. **Resolution No. 26-052** – Acceptance of the bid of, and approval of a Contract with, Stewart Contracting, Inc., in the amount of \$249,964.00 for the 2026 McEuen Park Playground Turf Replacement.

**Staff Report by: Adam Rouse, Interim Parks & Recreation Director**

5. **Resolution No. 26-053** - Approval for the Police Department to purchase and upfit three (3) Ford Explorers for marked patrol use, pursuant to Idaho Code § 67-2803(1), utilizing remaining personnel budget authority in the Department's existing General Fund appropriation.

**Staff Report by: Police Captain Dave Hagar**

6. **Council Bill No. 26-1011** - Approving the Amendments of the City's Municipal Code, Title 8, Chapter 8.12, regarding enforcement of the Fireworks Code against owners or occupants of properties within the City who knowingly allow illegal fireworks to be deployed from private property in violation of the Code.

**Staff Report by: Police Captain Dave Hagar**

7. **Council Bill No. 26-1012** - Approving the adoption a new Chapter in the Coeur d'Alene Municipal Code, Chapter 9.15, entitled "Chronic Nuisance Properties."

**Staff Report by: Ryan Hunter, Chief Deputy City Attorney**

**J. ADJOURNMENT:**

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

# Coeur d'Alene CITY COUNCIL MEETING

*June 16, 2026*

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**MEMBERS OF THE CITY COUNCIL:**

**Daniel K. Gookin, Mayor**

**Council Members English, Evans, Miller, Wood, Gabriel, Sheckler**

PRESENTATIONS

# ANNOUNCEMENTS

# MEMO TO COUNCIL

**DATE: June 16, 2026**

**RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES**

The following appointments to the INTERNATIONAL BOARD OF APPEALS is presented for your consideration for the June 16, 2026 Council Meeting:

RICHARD COLBURN  
BRIAN LONGWELL  
NICHOLAS "NICK" EBNER  
JUSTIN MILLER  
TYLER DRECHSEL

Sincerely,

Juanita Knight  
Senior Legal Assistant

cc : Renata McLeod, City Clerk  
Ted Lantzy, Internation Board of Appeals Liaison

# CONSENT CALENDAR

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

June 2, 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 June 2, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

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

Dan English ) Councilmember Absent

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

**INVOCATION:** Leslie Watson: Northern Idaho Unitarian Universalists.

**PLEDGE OF ALLEGIANCE:** Councilmember Sheckler led the pledge of allegiance.

**PUBLIC COMMENTS:**

Max El Kacemi, Coeur d'Alene, expressed concern regarding a public records request fee of \$518.00. He stated that he received varying rates of pay for city employees and he doesn't understand where the number comes from and felt he was over billed. He expressed concern about the legal advice the Mayor and Council received to not speak to him.

Safa Riadh, Coeur d'Alene, El Kacemi's attorney, referenced the invoice for the public records request, noting Idaho Code § 74-102 (e) states fees for requests will be charged at the lowest pay rate of the staff available to do the job and questioned the method of determining the rates to do the job.

Kathryn Boss, Coeur d'Alene, noted that she lives in the Fort Ground neighborhood and they held their Association meeting last night and wondered about the closure of Lakeshore Drive on the 4<sup>th</sup> of July. She noted that historically it was closed and has not been blocked off in the last few years. Signs were placed last year stating local parking only and wondered what the plan is for this year.

Diana Lee, Coeur d'Alene, noted she lives within the Fort Grounds, and expressed concern about the 4<sup>th</sup> of July closures. She noted many years of traffic congestion during the 4<sup>th</sup> of July and does not want cars idling on every street.

Mike Gridley, Coeur d'Alene, noted that he has been a lawyer for 40 years and moved to Coeur d'Alene 25 years ago and has worked with all kinds of lawyers. He noted that Randy Adams is one of the best he has worked with and the City is lucky to have him as their City Attorney. He advised Mayor Gookin that attacking professional staff affects his credibility and that 66% of the people in the last election voted for someone else and he should build credibility and trust with those people. Staff with institutional knowledge are willing to help and should be treated with respect.

Roger Snyder, Coeur d'Alene, noted he lives within Fort Grounds and has a front row seat to what happens on the 4<sup>th</sup> of July and requests the City work with the neighborhood for an improved public safety plan, specifically along Lakeshore Drive.

Deb Cordes, Coeur d'Alene, noted she lives on Park Drive, and encouraged the City to close Lakeshore and Park Drive for safety. She expressed concern with ambulance access and would like the City to look into it.

Kevin Jester, Coeur d'Alene, noted that he moved to the Fort Grounds in 1979, he knows the 4<sup>th</sup> of July is a special time of year and seeks some special consideration for road closures during that event.

Virginia Tate, Kootenai County, noted she is present and available to answer any questions regarding the Agreement for the provision of water services outside the city limits and future annexation at 4176 E. Potlatch Hill Road agenda item.

Stephen Petroskie, Kootenai County, noted he is also present and available to answer any questions regarding the Agreement for the provision of water services outside the city limits and future annexation at 4176 E. Potlatch Hill Road agenda item.

Jonathan Burns, Coeur d'Alene, noted he lives in Fort Grounds and provided a map demonstrating where they would like to see road closures during the 4<sup>th</sup> of July from 6:00 p.m. until the end of the fireworks. The end of the fireworks brings a lot of traffic trying to get out at the same time. He is willing to be the point of contact for the neighborhood.

Tim Zasadny, Coeur d'Alene, noted he lives in Fort Grounds and concurred with the Fort Ground neighborhood concern previously expressed.

## **ANNOUNCEMENTS:**

Councilmember Wood asked Captain Hagar to introduce the new Police Chief and address the Fort Grounds neighborhood concerns. Captain Hagar introduced Chief Greg Yeager, noting that a formal swearing in will take place later. Chief Yeager thanked the Mayor and Council for welcoming him and said he is pleased to be here and turned it over to Mr. Hagar to address the Fort Grounds. Captain Hagar noted that they work with several city departments on the plan for traffic control for weeks and there is difficulty getting contract flaggers. In the past the homeowners were the ones manning the barricades and they don't have the training to be traffic

control, and the City does not have the staffing to cover the additional intersections. He noted that they are open to work with the community. Councilmember Miller noted that that they have heard this from the Fort Grounds for many years and wondered if there were any other solutions. Captain Hagar discussed the authority to block the streets and that permit parking is exempt during the holidays, and there may need to be some type of Council action to block the entire neighborhood.

Councilmember Wood asked about the public records request and how we came up with the amounts to be given to Council. City Clerk Renata McLeod noted that the Idaho Code allows for two free hours of labor, then we estimated the costs based on fully loaded wage rates, which includes all benefits. City Attorney Randy Adams noted the code does not state that the fee is based on the lowest wage, rather it states it is wage of the lowest qualified and necessary employee and there is only one civil attorney who is qualified to review public records.

Mayor Gookin presented the Library summer reading program handout and encouraged the community to participate in the three months of activities available for all ages.

Mayor Gookin shared an obituary honoring Greg Smith, who recently passed away at the age of 77. Greg began serving our Police Department at the young age of 23 and dedicated 31 years of service to the community (from 1971-2002). Mayor Gookin expressed condolences to his family and loved ones.

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the May 19, 2026, Council Meeting.
2. Setting of the June 8, 2026, Public Works Committee Meeting
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of 9 firework stand permits for 2026.
6. Approval of SS-25-03: Second Street Addition - Final Plat

**MOTION:** Motion by Evans, seconded by Gabriel, to approve the Consent Calendar as presented.

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

**RESOLUTION NO. 26-044**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT #271 FOR PROPERTY AROUND 114 E. LOCUST AVENUE (THE LOCUST WELL), FOR WELL SITE EXPANSION, IN AN AMOUNT NOT TO EXCEED \$185,000.00.

**STAFF REPORT:** Water Department Director, Kyle Marine noted The Locust Well site was purchased and hand-dug in 1955, with redevelopment in 1968, and a reconstruction of the pump in 1990. In 2003, the system was converted to a line shaft pump with an experimental Magna Drive system. The Magna Drive was replaced in 2004 with a 350 HP motor, which is still in operation today. When improvements need to be made to the well, the Department has to coordinate with the School District or current neighboring property owners to temporarily use their property for

crane access, staging areas, maintenance activities, and construction operations. The proposed purchase price for the property surrounding the Locust Well is \$185,000. The proposed funding plan would use \$155,000 from Water Department Capital Fee funds and the trade of a food trailer owned by the Parks Department valued at approximately \$30,000. The Water Department would reimburse the Parks Department for the \$30,000 value of the trailer from Capital Fee funds. It would also help protect the well from potential contamination and maintain adequate wellhead protection required by Department of Environmental Quality (DEQ) and Environmental Protection Agency (EPA) standards. If the property is not purchased now, future maintenance access and protection of the well could become more difficult depending on future ownership of the neighboring property. The City and the School District have agreed that the School District may continue to use the property for parking purposes only, for as long as they own the adjoining property. The agreement would also ensure the City maintains access to the site as needed for well maintenance and upkeep of the property. Mr. Marine requested Council to approve the property purchase.

**DISCUSSION:** Councilmember Gabriel asked if the property was appraised, with Mr. Marine confirming it was appraised. Councilmember Gabriel expressed concern with the price for such a small piece of land. Councilmember Miller asked if there were any concerns regarding meeting EPA standards with school bus parking on that site. Mr. Marine that the School District has been a good neighbor, and they have not had any issues with bus parking or leakage in the past, he clarified that the 50' distance EPA requirement provides an area for maintenance needs. Mayor Gookin asked why they are choosing not to lease the land, with Mr. Marine responding that it is not desirable to lease, as it is better to have long term control in case the School District ever sells the site. Councilmember Wood assumed this is within the current budget, Mr. Marine noted that capitalization fees will be used to cover the cost.

**MOTION:** Motion by Gabriel, seconded by Miller, to approve **Resolution No. 26-044** - Approving a Real Estate Purchase and Sale Agreement for property around the Locust Well from the Coeur d'Alene School District in the amount of \$185,000.00, utilizing \$155,000.00 from Water Department Capital Fee funds and trading a food trailer valued at \$30,000 from the Parks Department.

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

#### **RESOLUTION NO. 26-045**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE WATER DEPARTMENT TO DETERMINE THE SUITABILITY OF PROPERTY AT 632 E. BORAH AVENUE FOR FUTURE WELL SITE AND, IF THE SITE IS DEEMED SUITABLE, APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE PURCHASE IN THE AMOUNT OF \$195,000.00.

**STAFF REPORT:** Mr. Marine explained that the Water Comprehensive Plan notes that additional wells will be needed in both the upper and lower pressure zones as growth continues. Multiple sites were evaluated during this process and, due to the proximity of transmission mains in the

area, along with nearby productive wells, the Borah School location was determined to be the most feasible option. Staff reached out to the School District #271 (District) to discuss potential interest in selling a small corner portion of the old Borah School property. The lower pressure zone has been identified as needing an additional 2,000 gallons per minute of supply capacity to support projected growth demands. The Comprehensive Plan identifies the need for an additional well in the lower zone by 2030. The proposed purchase price for the future well site property is \$195,000, based on an appraisal and contingent upon the test well producing promising results that indicate the site would be suitable for a future production well. If the test well produces favorable results, the Water Department would move forward in the future with drilling and constructing a production well to help accommodate the community's growing water supply needs. Mr. Marine noted that if the test well produced favorable results, the Water Department would move forward in the future with drilling and constructing a production well to help accommodate the community's growing water supply needs, with the approval of the purchase.

**DISCUSSION:** Councilmember Gabriel asked if there are other possible sites, with Mr. Marine that there are some potential sites if this one does not work out; however, this one was the most cost reasonable. Mr. Marine also noted that the current well sites to the south of this site have sand but are functional, so they assume it would be in line with the other well sites, and the test well will be the deciding factor.

**MOTION:** Motion by Wood seconded by Sheckler to approve **Resolution No. 26-045** – Authorizing the Water Department to determine the suitability of property at 632 E. Borah Avenue for a future well and, if the site is deemed suitable, Approving a Real Estate Purchase and Sale Agreement for the property from the Coeur d'Alene School District #271 in the amount of \$195,000.00.

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

#### **RESOLUTION NO. 26-046**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VEOLIA WATER TECHNOLOGIES & SOLUTIONS, INC., FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE WASTEWATER DEPARTMENT'S TERTIARY MEMBRANE FILTRATION – PHASE 5C.3A PROJECT, IN AN AMOUNT NOT TO EXCEED \$250,000.00.

**STAFF REPORT:** Wastewater Capital Program Manager Mike Becker requested Council approve a Professional Services Agreement ("PSA") with Veolia Water Technologies & Solutions, Inc. for engineering design services related to the sole source procurement of tertiary membranes and ancillary equipment in the amount of \$250,000. The Wastewater Department's Tertiary Membrane Filtration (TMF) Phase 5C.3A Project will complete and equip Train No. 6 with new tertiary membranes and ancillary equipment and replace the existing membranes in Train No. 1. Upon completion, the project will increase the City's total TMF treatment capacity to slightly more than 6.0 million gallons per day (MGD). Current wastewater flows support the project schedule, with construction anticipated during Fiscal Year 2026/2027. On April 7, pursuant to City Resolution 26-028, the City Council declared Veolia Water Technologies & Solutions, Inc. the sole source vendor for the project's tertiary membrane equipment and authorized staff to negotiate a

purchase agreement for the equipment. This agreement is limited to Veolia’s design services and will ensure the proposed membrane system meets all project performance requirements and maintains compliance with the City’s IPDES discharge permit. This agreement is separate from the City’s existing contract with JUB Engineers, Inc., which remains responsible for all other engineering components of the project. Following completion of Veolia’s final design, a separate procurement agreement for the actual equipment will be presented to the City Council for consideration. The Wastewater Department has budgeted \$7,300,000 for the Phase 5C.3A Project.

**DISCUSSION:** Mayor Gookin asked what the cost would be moving forward. Mr. Becker noted that the purchase of equipment would be based on Table 9 and that this process keeps the City in control of the design and allows us to negotiate a price.

**MOTION:** Motion by Gabriel, seconded by Wood to approve **Resolution No. 26-046** –Approving the Professional Services Agreement (“PSA”) with Veolia Water Technologies & Solutions, Inc., for engineering design services associated with the Wastewater Department’s sole source procurement of tertiary membrane filtration equipment in the amount of \$250,000.

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

#### **RESOLUTION NO. 26-047**

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FUNDING FOR, AND AGREEMENT WITH CANNON HILL FOR, THE DEMOLITION OF THE RESIDENTIAL STRUCTURE AT 361 MILL AVENUE IN AN AMOUNT NOT TO EXCEED \$30,000.00, AND AUTHORIZING THE IMPOSITION OF A SPECIAL ASSESSMENT ON THE PROPERTY TO RECOUP COST TO THE CITY UPON SALE OF THE PROPERTY.

**STAFF REPORT:** Building Inspector Keith Clemans explained the structure at 361 Mill Avenue, a single-family residence, was struck by a large spruce tree in December of 2025, which was not reported to the Fire Department. Therefore, the City was unaware of the circumstances which led to the tree falling. During the first week in January, the Building Department discovered damage to the house. After being unable to contact the owner, the Gas Meter removed and the Water shut off for safety reasons. Subsequently, it was determined that a person was living in the detached garage, with no heat, no water, and no sanitation. The Building Department informed the citizen that the building could not be lawfully occupied. Staff have left messages for the owner, but no return phone calls were received. On January 20, 2026, a Notice of a Dangerous Building was filed with the County. The Notice was mailed to the address on the assessor’s list and the house address and was posted on the house. On January 26, 2026, the Owner called the Building Department, stating that she was getting people to fix everything and that she would work through details later. Since that time, there has been no contact from the Owner, although phone messages have been left by staff. The Building Department recently found people cutting and removing the tree. They had not been in contact with the owner but felt they could do the work and then lien the house. The Building Department met with several people cleaning up the site who had the same idea. None had spoken to or had agreements with the owner. On April 17, 2026, the Building Department sent an Order to Repair to the address on the Assessors website and the 361 Mill

Avenue address and posted it on the house. On April 20, 2026, calls to the Owner's phone number are greeted with a recording saying the number has caller restrictions and will not accept calls. To date, attempts to contact the Owner were unsuccessful. There are continuing problems with people coming at night on bicycles and going through the house and garage. Neighbors have called Police numerous times. It appears that copper is being stripped from inside the house. A mother with two daughters from across the street has come out numerous times when Building is on site. She has repeatedly expressed concerns over the transient activity, alleged drug use, and the safety of her daughters. Under the Uniform Code for the Abatement of Dangerous Buildings, Chapter 15.09 of the Municipal Code, and pursuant to the Notice provided to the Owner, the City may demolish a structure deemed unsafe upon the Owner's failure to do so and charge the cost to the Owner. A special assessment for the costs may then be imposed on the property. Mr. Clemans noted that the cost to the City is not to exceed \$30,000.00, the actual cost may be lower. This price includes asbestos testing, removal of the structure, cleaning the lot, and capping the water and sewer. The garage is not included in this estimate.

**DISCUSSION:** Mayor Gookin clarified that the proposed cost is for the house and does not include the garage, as it is not in a dangerous condition according to the abatement code. Councilmember Sheckler wondered if a City lien would be in a position before the mortgage, with Mr. Adams confirming it would and that he does not believe there is a mortgage on the property. Councilmember Sheckler asked if there have been any service attempts with a courier and expressed concern with the safety of the property and the people are using it as a flop house. Additionally, he asked how it was determined that the house cannot be repaired, with Mr. Clemens stating it was based on his knowledge and skills as a Building Inspector and due to the location where the tree landed and the Realtors he contacted say it's a tear down. It is estimated to be a cost of \$300,000 or more to fix this house. Councilmember Sheckler asked if there are less severe options to secure the building such as marking it with police tape and having more patrols. Mr. Clemans noted that people tear off boards and continue to enter and/or using ladders to get into the second floor. Councilmember Sheckler asked if they can be arrested for occupying the structure that has been marked. Mr. Adams noted it would need to be a trespass by the owner, and the owner is unavailable. Mayor Gookin asked about nuisance law, with Mr. Adams explaining that the Uniform Code for the abatement of dangerous buildings has a list of what criteria need to be determined to abate the building and the process for the Building Official to take to demolish the building. Captain Hagar noted over the last five years they had 35 calls to that location and 8 warrants served upon individuals at the property. In April this year there were three probationary people living in the garage stating they had approval of the homeowner. It has been an ongoing issue for years and difficult to prove the trespass; however, they could be arrest based on the abatement notice. Councilmember Wood noted that it is a nuisance house and the neighbors suffer and she would support this request. Councilmember Miller asked if the children involved have a claim to this property. Mr. Clemans explained that the kids are 18 and 13 years old and have no known legal claim. Councilmember Gabriel stated he is in favor of tearing this down and doesn't want staff going in while it is in such a dangerous condition, he also believes the garage needs to come down as the neighbors are suffering. Mr. Adams noted that the garage was not damaged, so the City does not have legal standing to tear it down and would need to meet the code for abatement. Councilmember Gabriel asked if it is the City's responsibility to secure the building. Mayor Gookin asked if Council gives direction to tear down garage, is there liability, with Mr. Adams noting it could be a taking requiring just compensation. Councilmember Sheckler asked if

there is an insurance policy, with Mr. Clemans responding that they are unable to find insurance. Councilmember Miller questioned if there is any historic value to the house and asked that the Historic Preservation Commission be contacted for review prior to demolition. Captain Hagar noted that without the owner being available to trespass people, the Police Department will continue to encounter people hanging out at the property and/or within the buildings. Additionally, without the nuisance ordinance the only option is to get the owner on board to trespass an individual. Councilmember Sheckler asked if there was the ability to post a do not occupy on the garage that can be enforceable, with Mr. Adams confirming that there is no water or electricity so it can be posted, which would allow the ability to cite or arrest someone occupying the garage. Councilmember Wood noted that it will take more work to determine whether the demolition of the garage is appropriate and suggested that issue be brought back at another meeting. Councilmember Sheckler asked to have the garage posted as do not occupy in the meantime. Councilmember Wood requested staff bring the chronic nuisance property code forward for consideration.

**MOTION:** Motion by Wood, seconded by Evans, to approve **Resolution No. 26-047** - Approving an agreement with Cannon Hill to demolish a dangerous building at 361 Mill Avenue, in an amount not to exceed \$30,000.00, and authorizing a special assessment for the cost of demolition against the property.

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

#### **COUNCIL BILL NO. 26-1009**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 4.25.030 ENTITLED BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY; 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 HEREOF.

**STAFF REPORT:** Interim Parks and Recreation Director Adam Rouse requested Council approve amendments to Coeur d'Alene Municipal Code § 4.25.030(B) to allow possession and consumption of beer, wine or other alcoholic beverages with a permit at Coeur d'Alene Rotary Centennial Park and Cherry Hill Park. In 2007, the Parks Department received approval to allow the possession and consumption of alcohol at Riverstone Park with a permit and associated fees, including security. Riverstone Park became a test area for alcohol on public property. After several successful years at Riverstone, in 2014, City Park, McEuen Park, and the Jewett House were added to this exception for possession and consumption of alcohol. All alcohol events require an alcohol permit purchased through the Parks Department. Alcohol security fees are collected and Park staff schedule security with an outside security firm. Park staff also educate permit holders on the duties to ensure open containers stay within the boundaries of the roped-off area. If alcohol will be sold, a catering permit will continue to be required through the City Clerk's office. The Inland Northwest Pickleball Club has requested permission to have a local brewery as a sponsor for its annual tournament held at Cherry Hill Park. The Coeur d'Alene Rotary Centennial Park is utilized by our local Rotarians, the Downtown Association, and the Arts and Culture Alliance, as well as being used as a space for public

use. We have had requests from all three groups to allow them to serve alcohol as part of their events and fundraisers.

**DISCUSSION:** Councilmember Wood noted that this request came through Parks and Recreation Commission and it was supported. Mayor Gookin asked why open alcohol permits aren't available for all the parks, with Mr. Rouse explaining that not all the parks are geared toward alcohol use and the ones listed are the parks wherein the use of alcohol has been requested.

**MOTION:** Motion by Miller, seconded by Evans, to dispense with the rule and read **Council Bill No. 26-1009** once by title only.

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

**MOTION:** Motion by Miller, seconded by Evans, to adopt **Council Bill 26-1009**.

**ROLL CALL:** Sheckler Aye; Miller Aye; Gabriel Aye; Wood Aye; Evans Aye. **Motion Carried.**

### **RESOLUTION NO. 26-048**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A PROGRAM ENTITLED "SPOTLIGHT CDA: VISUAL ARTS," WITH A TOTAL FUNDING OF \$15,000.00.

**STAFF REPORT:** Mr. Rouse introduced Duncan Menzies, a member of the Arts Commission to present this item. Mr. Menzies explained that the City of Coeur d'Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City's cultural resources; and to encourage and assist freedom of artistic expression essential for the well-being of the arts. See Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999, which was revised in 2008 and 2017. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education. The Arts Commission has requested the creation of Spotlight CDA. This would be a visual Arts program that seeks proposals from visual arts organizations whose work not only enhances community identity but also fosters the next generation of artists and engages citizens through educational programming and outreach. Coeur d'Alene is proud of its rich history of visual arts organizations and seeks to aid in sustaining and broadening these programs for the enrichment of the community and support of programming that draws attention both locally and nationwide. Throughout the year, Coeur d'Alene attracts thousands of visitors; a rich offering of visual arts increases what the City has to offer. The Coeur d'Alene Arts Commission will publish a call for visual arts companies to submit applications for funds that will contribute to the creation of innovative works of art, exhibitions, installations, and related programming. Applications must include a one (1) three (3) page letter that describes in detail the project, program, or initiative to be funded and how it will enhance the community. The letter should include how the funding will be utilized and how the Arts Commission and City will be recognized as sponsors. The first-year

period will run from the beginning of August 2026, through the end of July 2027, with a second-year option running from August 2027 through the end of July 2028. The total funds to be provided, using dedicated Art Fund dollars, would not exceed \$15,000 annually. The selected companies will be funded in the amount of \$5,000 or \$7,500 for the first year (three (3) companies at \$5,000 each or two (2) companies at \$7,500 each) at the discretion of the Selection Committee, Arts Commission, and City Council. A second payment of the same amount may be paid to the companies at the start of the second year for the same project, program, initiative, or one that contains the same criteria as the work funded in the first year, should the companies be chosen to repeat the program funding.

**DISCUSSION:** Councilmember Miller asked for clarification regarding the difference between this proposed program and the existing performing arts program. Mr. Menzies explained that this program is for non-profits that are not performing arts, such as Gizmo or Emerge or educational art program or exhibitions. Councilmember Wood stated that artistic expression includes all forms of art and she is supportive of the program. Mayor Gookin questioned the eligibility requirement of being in good standing and wanted to make sure it was not discriminatory. Councilmember Evans explained that in the past some artists haven't held up their end of the agreement and it was problematic to get artworks fixed or repaired, so this is intended to address those types of circumstances. Mr. Adams agreed that the language is vague and it could cover a lot of things.

**MOTION:** Motion by Evans, seconded by Miller, to approve **Resolution No. 26-048** – Approving the establishment of a program entitled “Spotlight CDA: Visual Arts” with a total funding of \$15,000 annually.

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

#### **RESOLUTION NO. 26-042**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH VIRGINIA L. TATE FOR THE PROVISION OF WATER SERVICE OUTSIDE THE CITY LIMITS AT 4176 E. POTLATCH HILL ROAD AND FUTURE ANNEXATION.

**STAFF REPORT:** Mr. Marine noted that this item was tabled from the prior Council meeting, and staff has met with the property owner Virginia Tate and have negotiated an agreement amendable to all parties for Council Consideration of her requested City water service outside City limits. As part of the negotiations, staff agreed to use the 2025 water capitalization fee rates, reducing the connection cost compared to the current 2026 rates and resulting in savings to Ms. Tate of \$17,189.00. Minor changes were made to the agreement to come to consensus on the expectations and terms of the agreement. Those changes are reflected in the attached draft agreement and have been provided to Ms. Tate. The proposed agreement states that annexation will be required in the future if nearby properties annex into the City and water infrastructure is extended in the area, or if the City otherwise extends water infrastructure along E. Potlatch Hill Road. Ms. Tate has requested that City Council credit her for expenses incurred related to a pressure reduction valve in the amount of \$26,000.00 and \$45,300.00 in logging fees paid for by Tate that she contends were required when the City pulled Elk Point 1st Addition lots from the Fire

Smart program. The total expenses that she would like deducted from the water capitalization fee and offset with future annexation fees amount to \$71,300.00. The City has incurred \$72,816.92, with additional the future costs agreed upon in a settlement agreement for a connection to a lot in Elk Point 1<sup>st</sup> Addition. While the agreement allows service outside City limits under Policy #17.001, it also maintains the City's long-term interest in annexation by requiring future annexation if adjacent properties annex into the City and water infrastructure is extended in the area. The City water system has the capacity to serve this property with no expected impact to existing customers, system pressure, or service levels. The proposed agreement limits service to one domestic connection and one irrigation connection for the existing parcel only. The agreement also establishes conditions intended to protect the City's long-term operational and planning interests, including future annexation requirements, compliance with City standards, and responsibility for infrastructure improvements by the property owner. Mr. Marine noted that Council should decide whether to require compliance with City policy or to approve a deviation from the policy and enter into the Good Neighbor Agreement with Virginia L. Tate for the provision of water services outside the city limits at 4176 E. Potlatch Hill Road and future annexation. Council should also decide whether to allow any credit and, if so, how much, to offset water cap fees and future annexation fees. Annexation fee is based on acreage and density requested at annexation rather than waiving capitalization fees and/or based on settlement.

**DISCUSSION:** Councilmember Wood noted that she would like a good neighbor agreement and asked for clarification regarding the costs to the City were within the area not just directly to the Tate property. Mr. Marine clarified that it was improvements within the area not just to the Tate property, but within the settlement agreement to annex the Tate property. Ms. Tate stated that she appreciated the efforts to get to a final conclusion, explaining that the settlement agreement included four parcels to create a city limit line and perfect an easement years ago and the money was there to provide a fire hydrant. She noted that the fees being asked for are due in part to her expenditure of more than \$100,000 to bring water and hydrants up the road and \$45,000 due to an administrative error on a grant not caused by her family and change of plans in construction of the fire hydrant in the amount of \$26,000. Mayor Gookin asked if the proposed agreement was amendable to the parties, with Ms. Tate confirming that she is requesting the \$71,300 credit. Councilmember Wood noted that it has taken a lot of years to get to this point and thinks that Ms. Tate has incurred some expenses she shouldn't have had to incur and things were lost in transition over the years, and she is in favor of waiving some costs and moving this forward tonight. Councilmember Gabriel asked what the correct amount for the credit is, with Councilmember Wood suggesting \$69,000. Councilmember Miller asked what amount staff is comfortable with, with Ms. Patterson explaining that there is \$17,189 saving by using the 2025 rates, it is easier to do the credit on the annexation side. Councilmember Sheckler agreed with the 2025 rate but not inclined to agree with the rest of the costs that were not apart of a tort or other claim action in the past and doesn't think we need to waive any fees. Councilmember Wood noted that it is a settlement agreement and suggested a larger amount and should split the \$71,300. Councilmember Miller minus the \$17,189 and split the remaining \$54,000, with Ms. Patterson clarifying that amount would be easier to waive the annexation fee.

**MOTION:** Motion by Wood, seconded by Gabriel, to approve **Resolution No. 26-042 - Approving an Agreement with Virginia L. Tate for the provision of water services outside the City**

limits at 4176 E. Potlatch Hill Road and future annexation and to allow the waiver of the annexation fee and approve the use of the 2025 Water Capitalization fee rate.

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

### **RESOLUTION NO. 26-049**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 6 TO THE SOLID WASTE COLLECTION CONTRACT WITH REPUBLIC SERVICES, INC.

**STAFF REPORT:** City Attorney Randy Adams requested the Council approve Amendment No. 6 to the Solid Waste Services Contract with Allied Waste Services of North America, LLC. On October 15, 2024, the City approved the assignment of the Contract from Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, to Republic, and approved two three-year extensions to the Contract, which will now expire on June 30, 2032. This year, in the face of rapidly increasing fuel costs, Republic requested an amendment to the Contract which would provide for an annual fuel cost rate adjustment, based on the previous year's (June through May) average diesel fuel rate, as determined by the U.S. Energy Information Administration. An adjustment would be made beginning on July 1 if the average diesel fuel cost exceeded \$3.25 in the previous one-year period, at the rate of 1% for every \$0.25 over the \$3.25 base rate. The adjustment would expire each year and have to be recalculated. If the average diesel fuel cost does not exceed \$3.35 in the previous one-year period, there would be no adjustment for the following year. The average diesel fuel cost between July 1, 2025, and May 2026, appears to have been \$4.03 per gallon. This means that the fuel cost adjustment for the contract year 2026 to 2027 would be approximately 3% (currently data is missing for June 2026). This adjustment will affect the cost to the City for Solid Waste Collection Services, but not to the customers. Any increase in rates to the customers would have to be separately approved by Council as a fee adjustment. Mr. Adams noted that this Amendment No. 6 is an attempt to establish a fair and reasonable contract rate for Republic during times when fuel prices exceed what was expected. Fuel rate adjustments are already made under contracts Republic has with Post Falls and other cities.

**DISCUSSION:** Councilmember Sheckler asked how much this will cost us over the year with Mr. Adams noting that he did not predict the cost, as the amendment says if the average diesel fuel cost in the previous year exceed \$3.25 per gallon in the previous one-year period, at the rate of 1% for every \$0.25 over the \$3.25 base rate, currently it is over \$5.00 per gallon which would be an approximate 4%-6% increase in what we paid over the previous year. Councilmember Sheckler asked if the fee increase would come back to Council through a public hearing, with Mr. Adams stating that Council would need to consider what they would want or would not want to pass along to customers. Mayor Gookin noted that there might be enough money in the fund to cover the costs, with Interim City Administrator Ron Jacobson noting the fund is in good shape. Ms. McLeod noted that she is planning a fee hearing in July, and any new fees could be added to that hearing. Councilmember Miller stated that she would like to dive deeper into the rate structure and would like to explore what would happen if fuel prices dropped, and how that affects the rate increase in place. Councilmember Wood noted that the current fuel prices are costing the company and would like to move forward with a July fee discussion.

**MOTION:** Motion by Wood seconded by Miller to approve **Resolution No. 26-049** – Approving an Amendment to the Contract with Republic Services, Inc., to allow for a fuel cost adjustment.

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

**LEGISLATIVE HEARING: V-26-01, VACATION OF A PORTION OF 8TH STREET RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY OF LOT 7, BLOCK 2, KELLER’S ADDITION**

**COUNCIL BILL NO. 26-1010**

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, VACATING A PORTION OF ALLEY RIGHT-OF-WAY IN BLOCK A OF SANDERS ADDITION TO COEUR D’ALENE, RECORDED IN BOOK J OF DEEDS AT PAGE 43F, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF COEUR D’ALENE, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** Streets and Engineering Project Manager Dennis Grant explained that the applicants, Joseph E. Morris & Lynn J. Morris and Matt & Mary Weigand, are requesting the vacation of alley right-of-way that adjoins the east boundary line of their property on 11st Street (304 & 312 11st Street). The purpose of the request is to improve property usability. The property to the north (Lot 1 & the North ½ of Lot 2), was vacated by council in 2018. The Wastewater Department was contacted, regarding access to the sewer main in the alley, and gave approval for this vacation request. All franchise utility easements will remain in place. The Development Review Team was informed about this vacation. Mr. Grant noted he sent out 59 certified mailings and received no responses.

**PUBLIC TESTIMONY:** Mayor Gookin opened the public testimony portion of the hearing with none being heard the hearing was closed.

**DISCUSSION:** Mayor Gookin asked Mr. Grant if this vacation would cause a closure of the alley, with Mr. Grant explaining that the alley would stay open. However, he noted that this property is unique in that it is where two subdivisions come together.

**MOTION:** Motion by Wood, seconded by Miller, to dispense with the rule and read **Council Bill No. 26-1010** once by title only.

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

**MOTION:** Motion by Wood, seconded by Miller, to adopt **Council Bill 26-1010**.

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

**EXECUTIVE SESSION: MOTION:** Motion by Sheckler, seconded by Evans to enter into Executive Session Pursuant to Idaho Code § 74-206(1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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

The Council entered into Executive Session at 8:18 p.m. Those present were the Mayor, City Council, Interim City Administrator, and City Attorney. Council exited Executive Session at 8:53 p.m.

**RECESS:** Motion by Evans, seconded by Gabriel, to recess to June 3, 2026, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding City Administrator applicant interviews. **Motion carried.**

The meeting ended at 8:53 p.m.

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Daniel K. Gookin, Mayor

ATTEST:

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Renata McLeod  
City Clerk/ Municipal Services Director

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

June 3, 2026

The Mayor and Council of the City of Coeur d'Alene met for a workshop at the Library Community Room on June 3, 2026, at 1:00 p.m., there being present the following members:

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

**CALL TO ORDER:** Mayor Gookin called the meeting to order. He noted that the purpose of the meeting is for Council to conduct interviews and discuss candidates for the City Administrator position.

**EXECUTIVE SESSION: MOTION:** Motion by Evans, seconded by Gabriel to enter into Executive Session Pursuant to Idaho Code § 74-206(1) (a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

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

The Council entered into Executive Session at 12:03 p.m. Those present were the Mayor, City Council, Interim City Administrator, Human Resources Director, Municipal Services Director, Finance Director, Police Chief, Water Department Director, Wastewater Department Director, Library Director, Interim Parks and Recreation Director, Community Planning Director, Fire Chief, City Attorney, and Human Resource Specialist. Council exited Executive Session at 3:30 p.m.

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

The meeting adjourned at 3:30 p.m.

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Daniel K. Gookin, Mayor

ATTEST:

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Renata McLeod  
City Clerk

June 8, 2026  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

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

**STAFF**

Randy Adams, City Attorney  
Ron Jacobson, Interim City Administrator  
Captain Dave Hagar, Police Department  
Chief Greg Yeager, Police Department  
Adam Rouse, Interim Parks & Recreation Director  
Juanita Knight, Senior Legal Assistant

**Item 1. Amendments of the City’s Municipal Code, Title 8, Chapter 8.12, regarding enforcement of the Fireworks Code against owners or occupants of properties within the City who allow illegal fireworks to be deployed from private property in violation of the Code.**  
**(Discussion Item Only)**

Captain Dave Hagar presented a proposed amendment to Title 8, Chapter 8.12 of the Municipal Code to strengthen enforcement of illegal fireworks violations. Captain Hagar explained in his staff report that the amendment would allow enforcement action against property owners, tenants, lessees, or other responsible parties who permit or are aware of illegal fireworks being used on or launched from their property. He also explained that current enforcement is often difficult because officers must identify the individual who ignited the fireworks. Discussion included enforcement challenges, public safety concerns, and public education efforts associated with the proposed code change.

Councilmember Wood expressed support for the proposed ordinance, noting that both the Police Department and City Council receive numerous complaints each year regarding fireworks-related noise, impacts on pets, and fire danger during dry conditions. She stated that the proposal strikes a balance by allowing residents to continue using legal “safe and sane” fireworks while providing enforcement tools to address violations and nuisance behavior.

Councilmember English voiced support for the ordinance but questioned whether it could increase demands on police resources due to additional calls for service.

Captain Hagar responded that while calls for service may increase somewhat as community members become more engaged in reporting violations, the Police Department already receives many fireworks-related complaints. He explained that the ordinance would provide officers with greater authority to take action when responding to those calls, improving the Department’s ability to address community concerns.

**MOTION: by English, seconded by Wood, to direct staff to prepare and present to Council amendments to Title 8, Chapter 8.12, of the Municipal Code regarding enforcement of violations of the Fireworks Code. Motion Carried.**

**Item 2. Approval for the Police Department to purchase and upfit three (3) Ford Explorers for marked patrol use, pursuant to Idaho Code § 67-2803(1), using remaining personnel budget authority in the Department's existing General Fund appropriation.**

**(Agenda)**

Captain Dave Hagar presented a request to purchase and equip three (3) new patrol vehicles to replace aging units and improve fleet reliability. Captain Hagar explained in his staff report that the proposal includes Ford Police Interceptor Utility vehicles, radios, computers, cameras, radar units, emergency equipment, vehicle wraps, and related installation costs, for a total project cost of \$282,300. Funding would come from existing Police Department budget authority through personnel cost savings. He also explained that the purchase would reduce maintenance costs, improve operational readiness, and help rebalance future fleet replacement schedules.

Councilmember Wood asked how quickly the requested patrol vehicles could be obtained if approved. Captain Hagar stated that the vendor currently has six vehicles available and estimated that, after installation of department-specific equipment, the vehicles could be in service by the end of September.

Councilmember Wood commented on the importance of maintaining a regular vehicle replacement cycle to avoid significant future budget impacts and noted the cost savings achieved by transferring equipment from older vehicles.

Captain Hagar explained that the Police Department generally replaces eight marked patrol vehicles annually, depending on mileage and operational needs. He noted that only six vehicles were replaced the previous year, resulting in the current request for additional vehicles. He also highlighted cost-saving measures utilized by the department, including purchasing low-mileage government surplus vehicles through the General Services Administration (GSA) and acquiring vehicles through the military surplus program, where the City is responsible only for transportation costs. These efforts have significantly reduced expenses for unmarked vehicles, resulting in no unmarked vehicle purchases being included in the upcoming budget. The current vehicle request is intended to bring the fleet back into its regular replacement cycle.

**MOTION: by Wood, seconded by English, to recommend that Council approve the Police Department to purchase and upfit three (3) Ford Explorers for marked patrol use, pursuant to Idaho Code § 67-2803(1), using remaining personnel budget authority in the Department's existing General Fund appropriation. Motion Carried.**

**Item 3. Approval of the purchase of one (1) Cortexflo Forensic Photography System from Fernico, Inc., in the amount of \$18,109, pursuant to Idaho Code § 67-2803(1), using remaining personnel budget authority in the Department's existing General Fund appropriation.**

**(Consent)**

Captain Dave Hagar presented a request to purchase a Cortexflo Forensic Photography System for use in criminal investigations involving domestic violence, child abuse, elder abuse, sexual assault, strangulation, and other crimes involving bodily injury. Captain Hagar explained in his staff report that the system would provide the Department with an independent capability to document injuries that may not be visible under standard lighting conditions, following reduced access to forensic imaging resources previously available through Kootenai Health. The total project cost is \$18,109, to be funded through existing Police Department budget authority. Captain

Hagar explained the system's investigative and evidentiary benefits, particularly in cases involving vulnerable victims and injuries that are difficult to document through traditional photography methods.

**MOTION:** by English, seconded by Wood, to recommend that Council approve the purchase of one (1) Cortextflo Forensic Photography System from Fernico, Inc., in the amount of \$18,109, pursuant to Idaho Code § 67-2803(1), using remaining personnel budget authority in the Department's existing General Fund appropriation. Motion Carried.

**Item 4. Consideration of an amendment to the City's Municipal Code to add a new Chapter 9.15, "Chronic Nuisance Properties."**

**(Agenda)**

Randy Adams, City Attorney, is requesting Council approval to add a new Chapter 9.15 entitled "Chronic Nuisance Properties," to the City's Municipal Code. Mr. Adams explained in his staff report that the proposed Ordinance was placed on the agenda at the request of the City Council following discussion at a previous meeting. He noted that the concept had been considered several years ago but was not pursued at that time. Mr. Adams stated that the current proposal is largely a response to ongoing issues at 361 E. Mill Avenue, where repeated criminal and nuisance-related activities have occurred. He explained that a chronic nuisance property is generally defined as a residential or commercial property where multiple criminal offenses or other nuisance activities take place. Existing enforcement options have proven limited, as previous actions, including posting the property as unfit for occupancy, were ineffective and would require significant police resources to enforce. While Idaho state nuisance laws provide some remedies, Mr. Adams said the proposed local ordinance would offer more specific enforcement tools to address chronic nuisance properties, improve compliance, and enhance neighborhood safety. He noted that the Council may amend the draft ordinance as desired.

Councilmember Wood expressed appreciation for the draft Ordinance and indicated that additional discussion regarding specific language may occur at the Council meeting. She stated that the ordinance would provide law enforcement and code enforcement with an important tool to address ongoing nuisance properties that negatively affect neighborhood quality of life. She also noted that neighboring residents often bear the impacts of chronic nuisance properties, including noise, criminal activity, concerns for pets and property, and ongoing disturbances that can persist for years without effective intervention. Councilmember Wood emphasized that while property rights are important, property owners also have a responsibility to prevent their properties from becoming sources of ongoing nuisance and disorder. She voiced support for forwarding the ordinance to the City Council for further discussion and consideration.

**MOTION:** by Wood, seconded by English, to recommend that Council approve an ordinance amending the City's Municipal Code by adding a new Chapter 9.15, entitled "Chronic Nuisance Properties." Motion Carried.

**Item 5. Consideration of the Removal of the Fountain at the Park-Side Entrance to the Library.**  
**(Consent)**

Interim Parks and Recreation Director Adam Rouse presented a request to remove the "Horizons" fountain located at the park-side entrance to the Library. Mr. Rouse explained that the nearly 20-year-old fountain has experienced ongoing maintenance issues, including repeated pump failures and costly repairs, and has become

less aesthetically appealing over time. Removal of the fountain would reduce maintenance costs, improve pedestrian circulation, enhance views of the park, and create opportunities for future use of the space.

Adam Rouse, Interim Parks & Recreation Director, presented a request for approval to remove the “Horizons” fountain located at the park-side entrance to the Library. Mr. Rouse explained that the fountain was not properly installed when constructed nearly 20 years ago and has experienced ongoing maintenance and operational issues since that time. The fountain lacks the intended filtration system, requires frequent pump replacements, and the granite components have deteriorated significantly, with multiple trays cracked and beyond repair. Mr. Rouse stated that staff hopes to salvage portions of the fountain, particularly the upper ring structure, and potentially repurpose it as a decorative feature or planter in a City park or at Riverview Cemetery. The lower portion will likely need to be removed and discarded. Following removal, the area would be repaved to improve pedestrian access. He noted that the existing fountain creates a bottleneck along the walkway during periods of heavy use.

In response to a question from Councilmember Wood regarding the fountain's lifespan and the Library's position on its removal, Mr. Rouse indicated that the Library supports the proposal. He added that maintenance concerns have persisted for approximately ten years or longer and that the fountain's improper construction led to problems shortly after installation. He described the fountain as a continual maintenance challenge that has become increasingly difficult and costly to maintain.

**MOTION: by Wood, seconded by English, to recommend that Council approve the removal of the fountain at the park-side entrance to the Library. Motion Carried.**

Recording of the meeting can be found at: <https://www.youtube.com/live/Uviwtjpuhro?si=2x4dP0ySyf21T2GS>

The meeting adjourned at 12:20 p.m.

Respectfully submitted,  
Juanita Knight  
Senior Legal Assistant  
Recording Secretary



City of Coeur d'Alene  
Cash and Investments  
5/31/2026

Description	Balance
<b>U.S. Bank</b>	
Checking Account	\$ 104,520
Checking Account	94,138
Checking Account	2,566,443
Investment Account - Police Retirement	455,872
Investment Account - Cemetery Perpetual Care Fund	1,341,493
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	59,730,331
State Investment Pool Account - Bond Proceeds	9,579,374
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	4,542,939
<b>Numerica Credit Union</b>	
Certificate of Deposit	14,389,152
Money Market	17,381,440
<b>Cash on Hand</b>	
Treasurer's Change Fund	1,350
<b>Total</b>	<b>\$ 110,187,052</b>

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

*Katharine Ebner*

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



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

FUND NAME	BALANCE 4/30/26	RECEIPTS	DISBURSEMENTS	BALANCE 5/31/26	5/31/2025
<u>General-Designated</u>	\$ 3,371,758	\$ 242,096	\$ 116,535	3,497,320	\$ 4,425,934
<u>General-Undesignated</u>	13,834,313	3,738,356	6,996,567	10,576,102	10,698,402
<u>Special Revenue:</u>					
Library	207,908	35,405	153,891	89,421	(64,899)
CDBG	(8,941)	2,125	11,099	(17,915)	(21,228)
Cemetery	(135,960)	32,263	38,710	(142,407)	34,373
Parks Capital Improvements	1,991,633	17,057	47,276	1,961,414	1,356,453
Impact Fees	10,126,670	177,066	-	10,303,736	8,385,167
Annexation Fees	1,054,457	2,951	-	1,057,409	1,019,466
American Recovery Plan	-	-	-	-	1,857,213
Cemetery P/C	1,366,374	9,508	2,670	1,373,212	1,291,740
Jewett House	150,002	8,425	8,931	149,496	136,981
Street Trees / Reforestation	111,154	4,811	21,444	94,521	181,163
Public Art Fund	32,193	-	-	-	68,542
Public Art Fund - ignite	446,105	1,249	-	447,354	419,172
Public Art Fund - Maintenance	190,362	533	28	190,866	184,717
<u>Debt Service:</u>					
2015 G.O. Bonds	939,962	19,228	-	959,190	683,919
<u>Capital Projects:</u>					
Street Projects	3,120,168	8,733	151,241	2,977,660	4,251,731
2025 Fire Department Bond	9,152,306	30,680	6,243	9,176,743	-
Riverstone Mill Site Project	-	-	-	-	-
<u>Enterprise:</u>					
Street Lights	57,195	68,896	18,331	107,760	71,005
Water	6,020,703	440,843	692,434	5,769,112	3,291,509
Water Capitalization Fees	6,924,325	199,256	-	7,123,582	7,023,743
Wastewater	28,669,881	1,482,015	568,498	29,583,399	22,176,285
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	6,696,000
WWTP Capitalization Fees	11,604,510	239,456	201,379	11,642,587	10,015,084
WW Property Mgmt	77,544	217	-	77,761	72,766
Sanitation	979,570	959,299	895,254	1,043,615	756,313
Public Parking	2,575,569	72,494	9,645	2,638,417	1,468,328
Drainage	1,181,223	94,920	55,836	1,220,307	1,109,734
Wastewater Debt Service	321,887	901	-	322,788	1,021,766
<u>Fiduciary Funds:</u>					
Kootenai County Solid Waste Billing	302,830	322,391	303,114	322,107	314,966
KCEMSS Impact Fees	12,893	3,927	12,893	3,927	4,414
Police Retirement	483,376	14,825	25,372	472,829	464,206
Sales Tax	4,475	3,789	4,475	3,789	4,249
BID	418,301	5,801	-	424,102	417,802
Homeless Trust Fund	491	499	491	499	462
City Employee - Fundraised for Events	8,133	23	-	8,156	-
<b>GRAND TOTAL</b>	<b>\$ 112,289,370</b>	<b>\$ 8,240,039</b>	<b>\$ 10,342,357</b>	<b>110,154,859.23</b>	<b>\$ 89,817,479</b>

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

*Katharine Ebner*

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



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 EIGHT MONTHS ENDED  
 May 31, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$ 277,659	\$ 184,902	67%
	Services/Supplies	9,150	5,136	56%
Administration	Personnel Services	257,089	273,198	106%
	Services/Supplies	2,590	1,143	44%
Finance	Personnel Services	882,574	587,432	67%
	Services/Supplies	1,031,103	1,029,098	100%
Municipal Services	Personnel Services	1,897,474	1,215,463	64%
	Services/Supplies	1,176,287	816,767	69%
	Capital Outlay	-	-	-
Human Resources	Personnel Services	406,714	269,618	66%
	Services/Supplies	141,405	90,345	64%
Legal	Personnel Services	1,371,251	851,071	62%
	Services/Supplies	76,000	34,173	45%
Planning	Personnel Services	771,180	512,109	66%
	Services/Supplies	43,200	26,155	61%
	Capital Outlay	-	-	-
Building Maintenance	Personnel Services	647,043	343,959	53%
	Services/Supplies	261,950	173,885	66%
	Capital Outlay	20,000	3,725	19%
Police	Personnel Services	18,993,740	12,005,502	63%
	Services/Supplies	2,121,325	1,264,842	60%
	Capital Outlay	350,500	650,739	186%
Fire	Personnel Services	13,884,452	9,867,921	71%
	Services/Supplies	1,159,340	566,645	49%
	Capital Outlay	-	30,248	-
General Government	Services/Supplies	70,810	1,034	1%
	Capital Outlay	-	-	-
Police Grants	Personnel Services	567,458	351,182	62%
	Services/Supplies	-	2,050	-
	Capital Outlay	-	42,775	-
Streets	Personnel Services	3,771,643	2,415,162	64%
	Services/Supplies	3,104,350	849,675	27%
	Capital Outlay	140,000	67,250	48%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Parks	Personnel Services	2,292,543	1,355,554	59%
	Services/Supplies	796,350	417,569	52%
	Capital Outlay	170,000	144,776	85%
Recreation	Personnel Services	678,589	412,249	61%
	Services/Supplies	160,250	72,327	45%
Building Inspection	Personnel Services	1,124,512	744,437	66%
	Services/Supplies	55,536	28,637	52%
	Capital Outlay	-	-	
Total General Fund		58,714,062	37,708,751	64%
Library	Personnel Services	1,699,077	1,017,890	60%
	Services/Supplies	231,000	144,897	63%
	Capital Outlay	210,000	121,695	58%
CDBG	Personnel Services	114,379	75,585	66%
	Services/Supplies	228,592	76,994	34%
Cemetery	Personnel Services	183,493	196,231	107%
	Services/Supplies	147,927	87,845	59%
	Capital Outlay	35,000	4,664	13%
Impact Fees	Services/Supplies	-	-	
Annexation Fees	Services/Supplies	580,000	-	0%
Parks Capital Improvements	Capital Outlay	781,100	185,142	24%
Cemetery Perpetual Care	Services/Supplies	19,700	18,453	94%
Jewett House	Services/Supplies	33,115	43,385	131%
Street Trees	Services/Supplies	137,000	99,858	73%
Public Art Fund	Services/Supplies	201,000	37,265	19%
Total Special Revenue Funds		4,601,383	2,109,904	46%
Debt Service Fund		1,791,067	310,817	17%
2025 Fire Bond Expenditures		16,336,161	6,616,043	40%
Atlas - Kathleen to Newbrook	Capital Outlay	-	-	
Traffic Calming	Capital Outlay	40,000	-	0%
Public Transit Sidewalk Accessibility	Capital Outlay	-	-	
Ramsey Road Rehabilitation	Capital Outlay	-	-	
15th Street	Capital Outlay	2,300,000	20,099	1%
LHTAC Pedestrian Safety	Capital Outlay	-	-	
Atlas Waterfront Project	Capital Outlay	-	-	

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	ORIGINAL BUDGET	SPENT THROUGH	PERCENT EXPENDED
Wilbur / Ramsey Project	Capital Outlay	-	22,252	
Government Way	Capital Outlay	100,000	152,830	153%
LaCrosse Ave. Improvements	Capital Outlay	-	-	
		<u>2,440,000</u>	<u>195,181</u>	8%
Street Lights	Services/Supplies	883,820	445,876	50%
Water	Personnel Services	3,179,931	1,954,211	61%
	Services/Supplies	5,961,714	1,223,059	21%
	Capital Outlay	7,309,590	996,005	14%
Water Capitalization Fees	Services/Supplies	3,220,000	-	0%
Wastewater	Personnel Services	3,387,820	2,325,840	69%
	Services/Supplies	8,978,571	2,254,841	25%
	Capital Outlay	10,926,000	728,515	7%
	Debt Service	5,542,989	1,182,353	21%
WW Capitalization	Services/Supplies	5,350,000	-	0%
WW Property Management	Services/Supplies	-	-	
Sanitation	Services/Supplies	5,625,199	3,116,481	55%
Public Parking	Services/Supplies	1,759,020	230,715	13%
	Capital Outlay	75,000	-	0%
Drainage	Personnel Services	253,798	171,665	68%
	Services/Supplies	1,358,154	414,263	31%
	Capital Outlay	640,000	189,127	30%
Total Enterprise Funds		<u>64,451,606</u>	<u>15,232,952</u>	24%
Kootenai County Solid Waste		3,270,000	2,244,982	69%
KCEMSS Impact Fees		55,000	32,211	59%
Police Retirement		149,000	102,187	69%
Business Improvement District		131,200	100,000	76%
Homeless Trust Fund		6,000	4,709	78%
City Employee - Fundraised for Events		-	216	
Total Fiduciary Funds		<u>3,611,200</u>	<u>2,484,304</u>	69%
TOTALS:		<u>\$ 151,945,479</u>	<u>\$ 64,657,953</u>	43%

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

*Katharine Ebner*

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

RESOLUTION NO. 26-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF ONE (1) CORTEXFLO FORENSIC PHOTOGRAPHY SYSTEM FROM FERNICO, INC., IN THE AMOUNT OF \$18,109.00, PURSUANT TO IDAHO CODE § 67-2803(1), FOR THE POLICE DEPARTMENT; AND REMOVAL OF THE "HORIZONS" FOUNTAIN AT THE PARK-SIDE ENTRANCE TO THE LIBRARY.

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

- A) Purchase of one (1) Cortexflo Forensic Photography System from Fernico, Inc., in the amount of \$18,109.00, pursuant to Idaho Code § 67-2803(1), for the Police Department, using remaining personnel budget authority in the Department's existing General Fund appropriation;
- B) Removal of the "Horizons" Fountain at the Park-Side Entrance to the Library;

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 agreement and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement and the other action, so long as the substantive provisions of the agreement and the other action remain intact.

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

DATED this 16<sup>th</sup> day of June, 2026.

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Daniel K. Gookin, Mayor

ATTEST

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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:** June 8, 2026

**FROM:** Captain Dave Hagar, Police Department

**SUBJECT:** Purchase of Cortexflo Forensic Photography System

---

**DECISION POINT:** Should the City Council approve the purchase of a Cortexflo Forensic Photography System for use in criminal investigations involving domestic violence, child abuse, elder abuse, sexual assault, strangulation, and other crimes involving bodily injury?

**HISTORY:** The Coeur d’Alene Police Department investigates numerous cases each year involving domestic violence, child abuse, elder abuse, sexual assault, strangulation, and other crimes where documenting physical injury is critical to successful prosecution.

In many cases, bruising and soft tissue injuries are not immediately visible to the naked eye or may not become apparent until hours or days after the incident. The ability to accurately document these injuries can significantly impact charging decisions, prosecution outcomes, victim safety, and offender accountability.

Historically, the Department has relied upon specialized forensic imaging resources available through Kootenai Health. Recently, changes in legal counsel guidance and institutional policies have significantly limited the hospital’s participation in law enforcement investigations involving forensic injury documentation. As a result, access to this resource can no longer be relied upon as a consistent or timely investigative option.

The loss of this capability has created a gap in the Department’s ability to independently document injuries and collect high-quality evidence in cases involving vulnerable victims and violent offenders.

**FINANCIAL ANALYSIS:** This request is to purchase a Cortexflo Forensic Photography System from Fernico, Inc.

The total quoted cost is:

- Cortexflo Forensic Photography System: \$15,995
- On-Site Installation and Training: \$1,995
- Shipping: \$119

Total Cost: \$18,109

This request seeks approval to use unused personnel budget authority within the Police Department’s existing General Fund appropriation. While approval of this request would not

cause the Police Department to exceed its overall budget, personnel cost savings are typically prioritized to help offset the General Fund deficit. Approval of this request would redirect those funds to this necessary expenditure.

**PERFORMANCE ANALYSIS:** The Cortexflo Forensic Photography System utilizes alternate light source technology and advanced imaging software to identify and document bruising, bite marks, patterned injuries, and other trauma that may not be visible under standard lighting conditions.

This technology is widely recognized as a best practice in forensic investigations and is utilized by hospitals, forensic nurses, child advocacy centers, and law enforcement agencies throughout the country.

The system provides both live imaging capabilities and the ability to analyze photographs after they have been captured, allowing investigators to identify injuries not visible during initial examinations and create enhanced evidentiary documentation for criminal prosecution.

Given the recent limitations on access to Kootenai Health's forensic imaging resources, acquisition of this system ensures the Department maintains an independent and sustainable capability to meet investigative needs and continue providing professional services to victims of crime. This capability is particularly important in cases involving children, vulnerable adults, domestic violence victims, and strangulation investigations where physical evidence may be subtle, delayed in appearance, or otherwise difficult to document through traditional photography methods.

**DECISION POINT / RECOMMENDATION:** Council should approve the purchase of one Cortexflo Forensic Photography System from Fernico, Inc., in the amount of \$18,109 for use in criminal investigations involving domestic violence, child abuse, elder abuse, sexual assault, strangulation, and other crimes involving bodily injury pursuant to Idaho Code § 67-2803(1), using budgetary savings from unfilled positions.



# Quote

Rep	Date	Quote #
JT	10/3/2023	Q10032301

<b>Bill To</b>
Post Falls City Police Department Neil Uhrig 1717 E Polston Ave Post Falls, ID 83854

<b>Ship To</b>
Post Falls City Police Department Neil Uhrig 1717 E Polston Ave Post Falls, ID 83854

Item	Description	Qty	Rate	Total
FER82001	Cortexflo Forensic Photography System - Portable - Including: - Canon EOS R7 - Microsoft Surface 4 Pro - Manfrotto Camera Tripod - Portable Transport Case - Cortexflo Software License - 12 Month Maintenance Agreement	1	15,995.00	15,995.00
FER81004	Cortexflo Maintenance Agreement (12 Months) - 1st Year Included - 2nd Year Cost \$1,999	1	0.00	0.00
FER81009	Cortexflo On Site Installation & Training (1 Day)	1	1,995.00	1,995.00
UPSDELIVE...	UPS Ground Delivery	1	119.00	119.00

**Wiring Payment Information:**

Bank: Wells Fargo Bank, N.A.  
Account Number: 2000019438409  
Routing No: 0312 0146 7

**Remit Checks to:**

Fernico Inc  
1910 Abbott Street,  
Suite 201  
Charlotte, NC 28203

<b>Subtotal</b>	\$18,109.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$18,109.00

All Quotes are in USD unless otherwise specified.

Fernico Inc  
1910 Abbott Street, Suite 201, Charlotte, NC. 28203  
T: 888-748-1826 - F: 888-748-1827  
E: sales@fernico.com - Tax ID: 98-0520513  
Exhibit "A"

**CITY COUNCIL  
STAFF REPORT**

**Date:** June 16, 2026  
**From:** Adam Rouse, Interim Director, Parks & Recreation  
**SUBJECT:** Approval to Remove the Library Fountain

---

**DECISION POINT:** Should Council approve the removal of the fountain at the park-side entrance to the Library?

**HISTORY:** The fountain at the park-side entrance to the Library, entitled “Horizons,” is nearly twenty (20) years old. It was created by Mark Stasz and dedicated on September 9, 2007. It was fabricated of bronze, stainless steel, and granite. It has not weathered well and many consider that its aesthetic value is now minimal. In addition, it has become a maintenance problem for the City. On average a pump is replaced every two years. The pumps are in a “pump house” ( black box) that are partially buried in the landscaping to the southeast of the water feature and are exposed to direct sunlight for most of the day during the summer months. This exposure causes excessive heat to build within the box and causes the pump motors to overheat. Attempts to mitigate this issue has involved cutting ventilation holes and installing a fan to circulate air within the box, but throughout July and August the pumps can still overheat and trip on internal overload which causes excessive stress on the motor windings. With the pumps in a box below grade, when a waterline breaks, the box floods and the motor can short out and fail completely. The original box was equipped with a 1/2” PVC drain line that was buried in ground and which did not allow for water to drain fast enough before submerging the pumps. We have alleviated this issue by elevating the pumps within the box which required re-plumbing the pump box and adding additional drains. This was all due to the original design. The water feature has two return drains with small basins that do not pull equal pressure. When these small drains become obstructed with debris, they restrict flow to pumps which starve the pumps, causing wear and tear and premature failure. The pump box size is such that it only allows for a certain style of pump and that pump can only be purchased as a complete assembly meaning that if the pump or motor portion fails, the entire unit needs to be replaced. Replacement parts are unavailable. The fountain location also causes a ‘pinch’ point behind the Library, for pedestrian traffic.

**FINANCIAL ANALYSIS:** On average we spend \$1,000 a year on maintenance. Last year we had to spend \$1,800 to replace the motor, and anticipate that we will need to do that again every other year or so, due to conditions as stated above. Cost for removal can be done in house and will be minimal.

**PERFORMANCE ANALYSIS:** The fountain is nearly twenty (20) years old and has worn out its aesthetic. Removing the structure would allow for a paved or concrete pad, opening the area up for easier foot traffic flow, open up the view to McEuen Park, and create space for fresh use options.

**DECISION POINT / RECOMMENDATION:** Council should approve the removal of the fountain at the park-side entrance to the Library.





OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 16, 2026  
**FROM:** Jon Fugitt, Fire Chief  
**SUBJECT:** Hiring of three additional Firefighters for the Fall 2026 Probationary Fire Academy

=====

**DECISION POINT:** Should the City Council approve the hiring of three additional Probationary Firefighters to reduce the cost of Constant Staffing and the training of additional personnel?

**HISTORY:** The minimum staffing level for the Fire Department is set at nineteen Firefighters per day as set forth by the Coeur d'Alene Firefighters IAFF Local 710 CBA. When a Firefighter takes leave from a shift, a vacancy occurs below the minimum required staffing level. As a result, the Firefighter position needs to be filled with another Firefighter from another shift causing the City to incur Constant Staffing costs.

The requested three additional Probationary Firefighter positions would be used to fill vacancies incurred when the minimum staffing level drops below the minimum nineteen Firefighters per day. The additional Probationary Firefighters would be assigned one to each of the three shifts, Red, Blue, and Green. The additional Probationary Firefighters would fill the first vacancy each day. When there are no vacancies incurred on a day, the Firefighter would be assigned to an apparatus increasing the number of personnel on the apparatus from three to four Firefighters for the day increasing operational efficiencies.

The Fire Department has a Probationary Academy planned for the fall of 2026 with the anticipation of having eight Probationary Firefighters. The eight Probationary Firefighters will fill all current and anticipated vacancies, including the increased staffing level of Medic 34 to seven days a week. The three additional Probationary Firefighters would attend the same Probationary Academy, bringing the number to eleven. With the high cost of conducting a Probationary Academy, it would be fiscally responsible to conduct one academy instead of two.

The Fire Department has requested an additional three Firefighters through the budget process for the FY26/27. There is a current Firefighter recruitment process occurring for the fall 2026 Probationary Academy. Since the process for Probationary Firefighters can take a few months and the Probationary Academy will begin in the fall, the request is brought before City Council for approval.

There are no changes needed to the Coeur d'Alene Firefighters IAFF Local 710 CBA. The minimum staffing levels will remain at nineteen. If there are vacancies within the Fire Department, the three additional Probationary Firefighters will fill the positions eliminating the extra position on a shift.

**FINANCIAL ANALYSIS:** The current fully burden costs of an entry level Firefighter is \$105,487 or \$316,461 for three Firefighters. The current FY26 average overtime cost paid to address Constant Staffing needs is \$64.78 per hour. In FY26 8,428 Constant Staffing hours have been necessary to date as of May 31st, this equates to 2.9 FTE and is expected to total the equivalent hours of 4.34 additional FTE by the end of the fiscal year. The saving of the three additional Probationary Firefighters would be approximately \$249,447 in avoided Constant Staffing costs. There will be additional cost savings when the Probationary Firefighter would be able to fill the vacancies of more senior positions within the Fire Department. In FY25 the Constant Staffing costs for the Fire Department were \$1,101,219.00 with the first 8 months of FY26 at \$527,160.

The Probationary Academy is twelve weeks and costs the Fire Department approximately \$50,000.00 to complete. With the approval of the three additional Firefighters now instead of waiting until the FY26/27 budget process is complete the Fire Department would only have to conduct one Probationary Academy instead of two, saving \$50,000.00. Total saving to the City would be \$299,447 if approved which includes personnel cost and Probation Academy savings.

The costs to outfit the three additional firefighters with uniforms and personal protective equipment will be requested as an alternate in the next agenda item.

**PERFORMANCE ANALYSIS:** This proposed addition of three additional Probationary Firefighters will reduce the cost of the Fire Department's Constant Staffing budget, reduce Firefighter fatigue from working multiple shifts, and increase operational efficiencies. In addition, running one firefighter academy instead of two is more effective with regards to operations and results in a cost-savings of roughly \$50,000.

**DECISION POINT/RECOMMENDATION:** Council should decide on the proposed additional three Probationary Firefighters to reduce Constant Manning and Probationary Academy costs.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 16, 2026  
**FROM:** Jon Fugitt, Fire Chief  
**SUBJECT:** Approval of Unbudgeted Purchase of Firefighter Turnouts for New Firefighters Entering the Fall Academy

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**DECISION POINT:** Should City Council approve the unbudgeted purchase of eight sets of firefighter turnout gear for new firefighters beginning the fire academy this fall, with alternate approval for three additional sets if the separately requested three additional firefighter FTEs are approved?

**HISTORY:** The Fire Department has new firefighters scheduled to begin the fire academy this Fall. Firefighter turnout gear is required personal protective equipment and must be issued before firefighters can safely participate in training and emergency response activities.

A separate staff report is being presented prior to this item requesting approval of three additional full-time equivalent firefighter positions. If those positions are approved, the Fire Department will need three additional sets of turnout gear to outfit those employees as well.

Because these purchases were not included in the adopted budget, City Council approval is requested before proceeding.

**FINANCIAL ANALYSIS:** The Fire Department is requesting approval to purchase eight sets of firefighter turnout gear at an estimated cost of \$12,903 per set, for a total estimated cost of \$103,228. If the separate request for three additional firefighter FTEs is approved, the Department is also requesting alternate approval to purchase three additional sets of turnout gear for an additional estimated cost of \$38,710.

The total potential purchase, if both the eight academy turnouts and the three additional FTE turnouts are approved, would be \$141,938.

This purchase is unbudgeted. Funding is proposed from Fund Balance. Approval of this request would increase Fire Department expenditures by the amount approved.

**PERFORMANCE ANALYSIS:** Turnout gear is essential safety equipment for firefighters and is required for participation in fire academy training and emergency response activities. The requested purchase will allow the new firefighters beginning academy this fall to be properly equipped and ready to complete required training.

If the three additional firefighter FTEs are approved, the alternate purchase of three additional sets of turnout gear will allow those employees to be equipped without delay. Ordering the gear at the same time may also help avoid delays related to production, sizing, and delivery timelines.

**DECISION POINT/RECOMMENDATION:**

**Option 1:** Approve the purchase of eight sets of firefighter turnout gear.

Council may approve the unbudgeted purchase of eight sets of turnout gear for firefighters beginning the fall academy, in an amount not to exceed \$103,228.

**Option 2:** Approve the purchase of eight sets of firefighter turnout gear, plus three additional sets contingent upon approval of the three additional firefighter FTEs.

Council may approve the unbudgeted purchase of eight sets of turnout gear and additionally authorize the purchase of three more sets only if the separately requested three additional firefighter FTEs are approved, for a total amount not to exceed \$141,938.

**Option 3:** Do not approve the purchase. Council may decline to approve the unbudgeted purchase.

This option is not recommended because new firefighters would not have the required protective equipment needed for academy participation and emergency response readiness.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 16, 2026  
**FROM:** Kyle Marine Water Department Director  
**SUBJECT:** Award of contract to build new One Million Gallon Water Tank

---

**DECISION POINT:** Should City Council approve a contract with Apollo, Inc., in the amount of \$4,366,950.00 for the installation of a new one-million-gallon water tank at the end of Thomas Lane

**HISTORY:** As the City continues to grow, water usage and availability remain at the forefront of system development and expansion. The Water Comprehensive Plan estimates average growth rates and schedules new production and storage facilities accordingly. However, irrigation requirements are difficult to quantify, so timelines must remain flexible to accommodate fluctuations in economic conditions, system demand, and construction timing.

In the 2012 and 2023 comp plan, it was determined that additional storage would be needed in the Northeast portion of town in the upper zone by 2025. Staff began looking for a suitable location for a tank site. The water department identified and acquired a suitable tank site at the end of Thomas Lane.

A contractor was selected in 2024, and a 16-inch transmission main was installed and completed from 15<sup>th</sup> St. to the acquired property in which the new tank would be installed. The transmission main was completed in 2025. Staff then move forward to complete the tank designs and obtain approval from DEQ. A bid opening was held May 28, 2026, wherein 8 bids were received, one contract withdrew their bid. The lowest responsive bid was found to be Apollo, see the results below:

<b>BIDDER</b>	<b>BASE BID TOTAL</b>
<del>Genesis Group GC LLC (a)</del>	<del>\$3,080,000.00</del>
Apollo, Inc.	\$4,366,950.00
T Bailey LLC	\$4,609,885.00
Halme Construction Inc.	\$4,824,000.00
Big Sky ID Corp	\$5,271,540.00
Simco Development Group	\$5,753,088.32
Schreder & Brandt MFG, Inc.	\$5,830,662.14
S&L Underground, Inc.	\$5,993,000.00

*\*Genesis Group GC, LLC bid was withdrawn in accordance with Article 17.2 of the Instructions to Bidders, due to a material and substantial mistake in the preparation of the bid.*

**FINANCIAL ANALYSIS:** Historically, the Water Department has funded major system expansion projects through capitalization fees collected from new developments. The proposed water storage tank project is included in the Department's Capital Improvement Plan and is an important component to maintain system reliability and support future growth.

The estimated cost of the new water storage tank is \$4,366,950. The Water Department has sufficient capitalization fee reserves available to fully fund this project. As a result, no debt financing will be required for construction of the tank.

The project has been planned as part of the Department's long-term capital improvement strategy, and the necessary funding is available through capitalization fees that were collected specifically for growth-related water infrastructure improvements.

**PERFORMANCE ANALYSIS:** The City's High-Pressure Zone currently has 4.0 million gallons (MG) of storage, including two 2.0 MG of elevated storage evenly split between the Prairie and Industrial standpipes. To meet the storage criteria identified in the Water System Master Plan, an additional 2.0 MG of storage was recommended for the High-Pressure Zone.

The City acquired property at the end of Thomas Lane and installed a 16-inch transmission main to the proposed tank site, with plans to construct a new 1.0 MG storage tank in the northeast quadrant of the system. This project will move the City toward meeting its long-term storage requirements while also improving hydraulic balance within the pressure zone.

Most of the water supply serving the High-Pressure Zone is located on the west side of the system. During peak demand periods, significant volumes of water must be transported across town to serve customers on the east side. The addition of storage in the northeast portion of the service area will help reduce peak transmission demands, moderate pressure fluctuations, improve system reliability, and reduce the need for future transmission main upgrades.

In addition to providing needed storage capacity, the tank will improve hydraulic performance and operational flexibility for customers in the northeastern portion of the High-Pressure Zone. The project will also improve system resiliency by providing a more balanced distribution of stored water throughout the pressure zone.

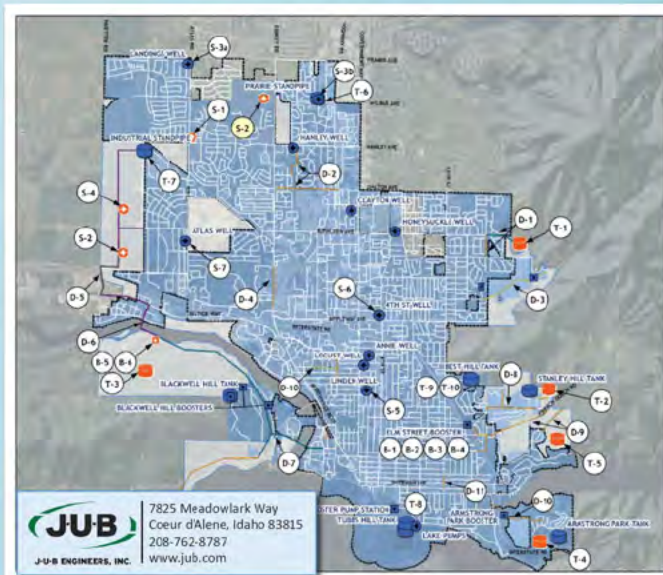
**DECISION POINT / RECOMMENDATION:** Council should approve a contract with Apollo, Inc., to install a one-million-gallon water tank for \$4,366,950.00.



City of  
**Coeur d'Alene**  
IDAHO

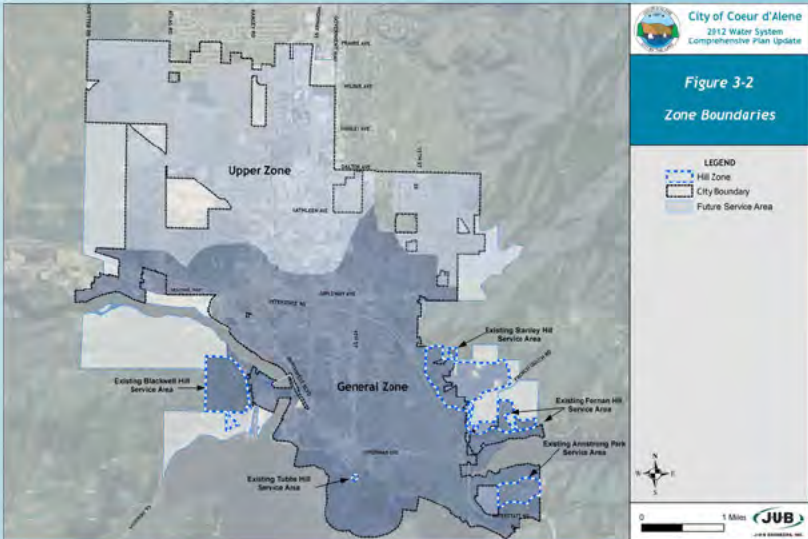
1

## 2012 Comp Plan



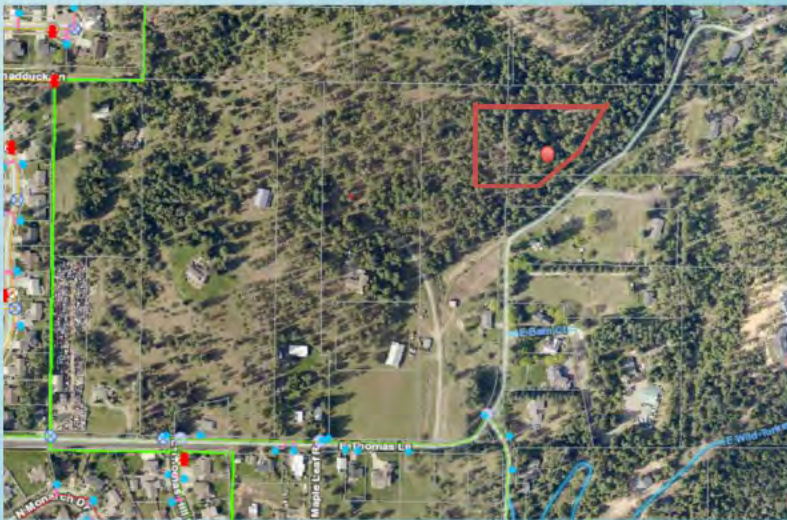
2

# 2012 Zone Boundaries



3

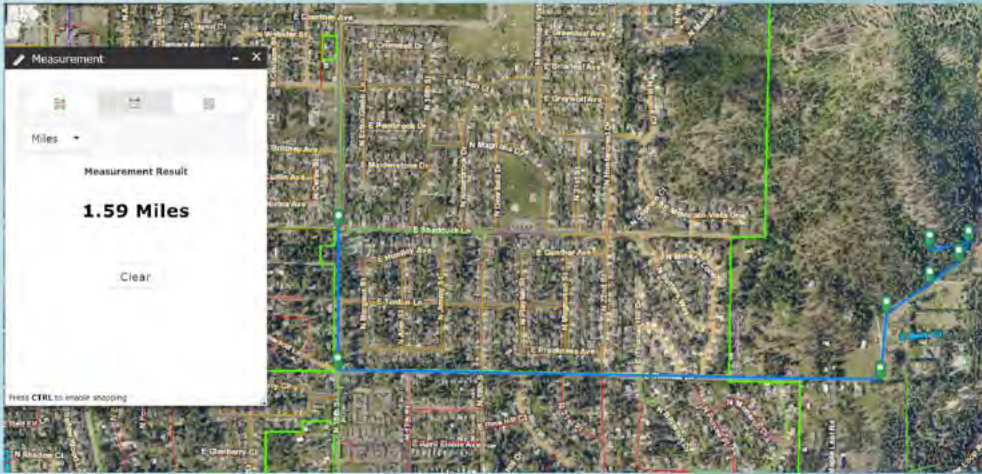
# Northeast Storage Facility



4



# Planned Transmission Main Route



7

## Coeur d'Alene Water System Storage Improvements - Estimated Range of Cost

<i>Item Description</i>	<i>Opinion of Probable Cost (2024)</i>	<i>Opinion of Probable Cost (2024)</i>
Tank	\$ 4,860,000	\$ 5,290,000
Trail & Site	\$ 910,000	\$ 980,000
Transmission Main	\$ 4,631,000	\$ 5,436,000
<b>OPINION OF TOTAL PROJECT COST</b>	<b>\$ 10,401,000</b>	<b>\$ 11,706,000</b>



8

# Bid Totals

Contractor	Schedule A	Schedule B	Total
Alpine Northwest	\$ 2,227,069.00	\$ 142,289.00	\$ 2,369,358.00
Northwest Grading Inc	\$ 2,492,082.59	\$ 121,352.77	\$ 2,613,435.36
Halme Construction INC	\$ 2,813,424.00	\$ 157,652.00	\$ 2,971,076.00
Big Sky ID Corp	\$ 2,885,788.00	\$ 133,327.50	\$ 3,019,115.50
DW Excavating inc	\$ 3,000,634.00	\$ 114,471.00	\$ 3,115,105.00
S&L underground	\$ 3,339,468.00	\$ 157,818.00	\$ 3,497,286.00
Terra Underground LLC	\$ 3,575,748.00	\$ 122,642.00	\$ 3,698,390.00
Apollo	\$ 3,878,690.00	\$ 121,219.60	\$ 3,999,909.60
J7 Contracting	\$ 3,925,810.00	\$ 187,441.00	\$ 4,113,251.00



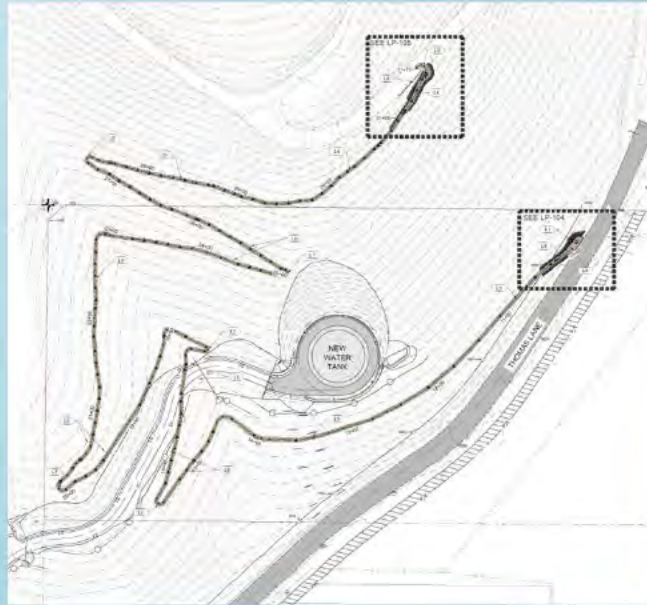
9

# Transmission main completed in 2025



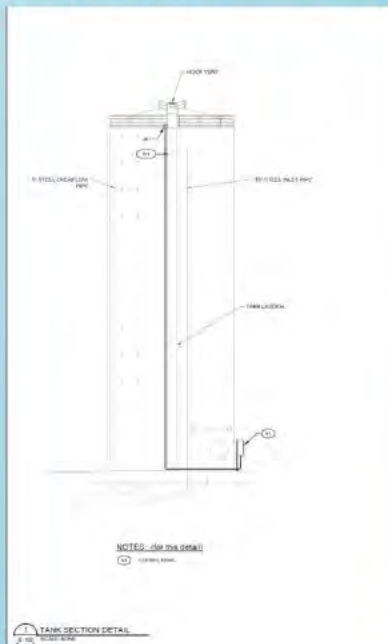
10

# Tank design with trail access

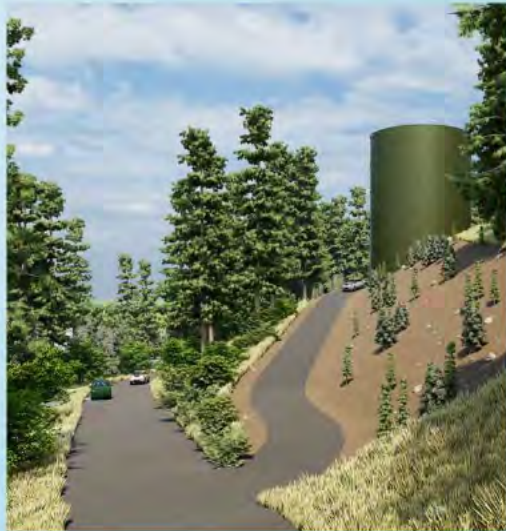


11

# Tank will be 100' tall



12



13



14

# Bid Totals

BIDDER	BASE BID TOTAL
Genesis Group GC LLC <sup>(a)</sup>	<b>\$3,080,000.00</b>
Apollo, Inc.	<b>\$4,366,950.00</b>
T Bailey LLC	<b>\$4,609,885.00</b>
Halme Construction Inc.	<b>\$4,824,000.00</b>
Big Sky ID Corp	<b>\$5,271,540.00</b>
Simco Development Group	<b>\$5,753,088.32</b>
Schreder & Brandt MFG, Inc.	<b>\$5,830,662.14</b>
S&L Underground, Inc.	<b>\$5,993,000.00</b>

<sup>a.</sup> Genesis Group GC, LLC bid was withdrawn in accordance with Article 17.2 of the Instructions to Bidders, due to a material and substantial mistake in the preparation of the bid.



15

**How is this project funded?**  
**Funded through Capitalization (Cap)**  
**Fees from new customer growth**



16

**Thank you!**



RESOLUTION NO. 26-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, APOLLO, INC., FOR A NEW ONE-MILLION GALLON WATER TANK AT THE END OF THOMAS LANE IN AN AMOUNT NOT TO EXCEED \$4,366,950.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the Purchase and Installation of a new One-Million-Gallon Water Tank in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Thursday the 28<sup>th</sup> day of May, 2026, and the lowest responsive bid received was that of Apollo, Inc., in the amount of Four Million, Three Hundred Sixty-Six Thousand, Nine Hundred Fifty and no/100 Dollars (\$4,366,950.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Apollo, Inc., in an amount not to exceed Four Million, Three Hundred Sixty-Six Thousand, Nine Hundred Fifty and no/100 Dollars (\$4,366,950.00) for the new One-Million-Gallon Water Tank be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Apollo, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 16<sup>th</sup> day of June, 2026.

---

Daniel K. Gookin, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CONTRACT**  
For  
**WATER DEPARTMENT NORTHEAST WATER TANK**

THIS CONTRACT is made and entered into this 16<sup>th</sup> day of June, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **APOLLO, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 1133 W. Columbia Dr., Kennewick, WA 99338, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the **City of Coeur d'Alene – Water Department – Northeast Water Tank** pursuant to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above in the **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing that at least thirty (30) days' written notice shall be given to the **CITY** prior to cancellation of the policy, and said certificate shall be filed in the office of the City Clerk.

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

amount sufficient to make such payments. The **CONTRACTOR** shall furnish the **CITY** certificates of the Worker’s Compensation coverage required herein, upon request.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed *Four Million, Three Hundred Sixty-Six Thousand, Nine Hundred Fifty and no/100s dollars. (\$4,366,950.00)*.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided the **CONTRACTOR** has provided a copy of the completed and approved request for tax release (ID CR-3).

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the Standard General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the Standard General Conditions within thirty (30) calendar days after the date of substantial completion.

CONTRACT TIME	CONTRACT AWARD	CALENDAR TIME (DAYS)
Substantial Completion	Base Bid – Schedule A	365 calendar days
Final Completion	any	30 calendar days

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the specified time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

**IT IS AGREED** that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

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

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

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

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

Pursuant to Idaho Code § 67-2347A, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

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

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

- A) Advertisement For Bids
- B) Bidding Information
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

THIS CONTRACT, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of the **CITY**, the City Clerk has affixed the seal of said City hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY OF COEUR D'ALENE,**

**APOLLO, INC.:**

\_\_\_\_\_  
Daniel K. Gookin, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

## Attachment 1

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 16, 2026

**FROM:** Adam Rouse, Interim Parks & Recreation Director

**SUBJECT:** McEuen Playground Turf Replacement Award (*action required*)

---

**DECISION POINT:** Should Council accept the bid of, and approve a contract with, Stewart Contracting, Inc., for the McEuen Playground Turf Replacement?

**HISTORY:** McEuen Park playground elements have reached the twelve-year mark. After safety inspections, it was recommended that the surface be replaced as time and the budget allowed. The surface has seen additional wear over the past 24 months. Replacement is required to enhance public safety. A request for bids was advertised in May and the City received two bids. The bids included replacing 9,200 square feet of turf.

**FINANCIAL ANALYSIS:** The City duly advertised for bids for the 2026 McEuen Park Playground Turf Replacement in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Thursday the 4th day of June, 2026. The lowest responsive bid was submitted by Stewart Contracting, Inc., in the amount of Two Hundred Forty-Nine Thousand, Nine Hundred Sixty-Four and no/100 dollars (\$249,964.00).

**PERFORMANCE ANALYSIS:** Stewart Contracting, Inc., will install ATS Turf that includes an eight-year commercial manufacturer warranty, mobilizing in August of 2026 for completion by the end of summer. The playground will be closed for an estimated 14 days.

**DECISION POINT/ RECOMMENDATION:** Council should accept the bid of, and award a contract to, Stewart Contracting, Inc., for the McEuen Playground Turf Replacement in the amount of \$249,964.00.

# McEuen Park Turf Replacement

1

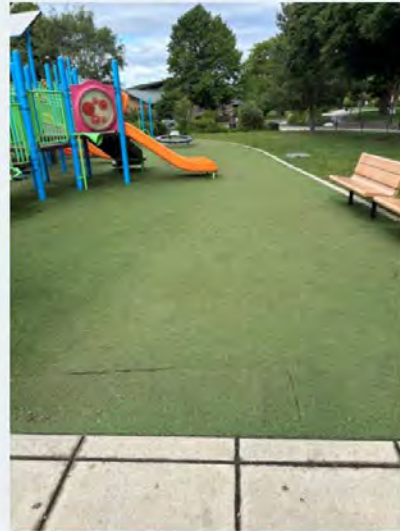
**McEuen Park playground  
was constructed in 2014**



2

2

The artificial turf and pad came with a short-term warranty and an estimated lifespan of 10-12 years.



3

3

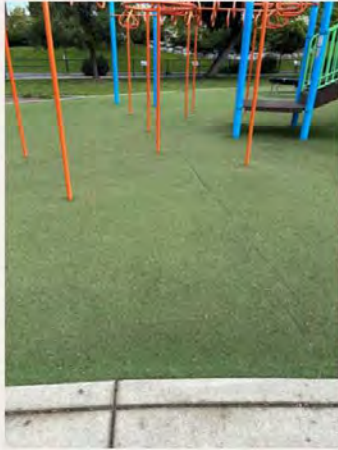
The turf is wearing out. Especially in the higher traffic areas



4

4

Seams are separating creating poor aesthetics and uneven surfaces



5

5

Patching



6

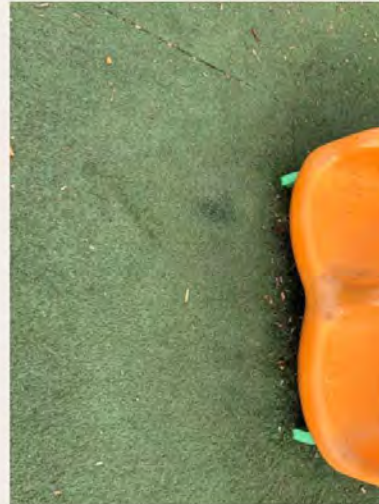
6

## New Artificial Turf

New, more durable surface

Pad replacement

Removable sections in high traffic and fall zone areas



7

7

## Our Ask



We would like the approval to award the bid to Stewart Contracting for the replacement of the turf and pad at McEuen Playground.

Request that council approve the use of Parks Capital funds in the amount of \$249,964

8

8

RESOLUTION NO. 26-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, STEWART CONTRACTING, INC., FOR THE 2026 MCEUEN PARK PLAYGROUND TURF REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$249,964.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the 2026 McEuen Park Playground Turf Replacement in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Thursday the 4<sup>th</sup> day of June, 2026, and the lowest responsive bid received was that of Stewart Contracting, Inc., in the amount of Two Hundred Forty-Nine Thousand, Nine Hundred Sixty-Four and no/100 dollars (\$249,964.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Stewart Contracting Inc., in an amount not to exceed Two Hundred Forty-Nine Thousand, Nine Hundred Sixty-Four and no/100 dollars (\$249,964.00) for the 2026 McEuen Park Playground Turf Replacement be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Stewart Contracting, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the contract remain intact.

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

DATED this 16<sup>th</sup> day of June, 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 ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER SHECKLER Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CONTRACT**  
For  
**MCEUEN PLAYGROUND TURF REPLACEMENT**

THIS CONTRACT is made and entered into this 16<sup>th</sup> day of June, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **STEWART CONTRACTING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at P. O. Box 1275, Pinehurst, Idaho 83850, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for McEuen Playground Turf Replacement pursuant to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above in the **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing that at least thirty (30) days' written notice shall be given to the **CITY** prior to cancellation of the policy, and said certificate shall be filed in the office of the City Clerk.

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

amount sufficient to make such payments. The **CONTRACTOR** shall furnish the **CITY** certificates of the Worker's Compensation coverage required herein, upon request.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Two Hundred Forty-Nine Thousand Nine Hundred and Sixty-Four and 00/100 Dollars (\$249,964.00).

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided the **CONTRACTOR** has provided a copy of the completed and approved request for tax release (ID CR-3).

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the specified time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

**IT IS AGREED** that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

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

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

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

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

Pursuant to Idaho Code § 67-2347A, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount

of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

- A) Advertisement For Bids
- B) Bidding Information
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

THIS CONTRACT, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of the CITY, the City Clerk has affixed the seal of said City hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY OF COEUR D'ALENE,**

**STEWART CONTRACTING, INC.:**

\_\_\_\_\_  
Daniel K. Gookin, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

## **Attachment 1**

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

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

**1. Compliance with Regulations**

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

**2. Non-discrimination**

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

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

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

**4. Information and Reports**

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

**5. Sanctions for Non-compliance**

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

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

**Incorporation of Provisions**

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 16, 2026  
**FROM:** Captain Dave Hagar, Police Department  
**SUBJECT:** Purchase of 3 New Patrol Vehicles

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**DECISION POINT:** Should the City Council approve the purchase and upfitting of 3 new patrol vehicles including equipment?

**HISTORY:** The Coeur d’Alene Police Department relies on a fleet of marked and unmarked patrol vehicles to be used in the community. Vehicles are routinely rotated to other divisions within the Department until no longer serviceable which could include costs of repair compared to value of the vehicle and condition, excessive miles and/or hours on the vehicle, and safety concerns. An updated fleet reduces maintenance costs and downtime while ensuring the department can consistently provide timely and dependable public safety services.

**FINANCIAL ANALYSIS:** This request is to purchase the following, pursuant to Idaho Code § 67-2803(1), “The procurement requirements established in this chapter shall not be applicable to: (1) The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one (1) of its political subdivisions, or an agency of the federal government:

Three Ford Explorer PIUs (Police Interceptor Units) at the state contracting pricing through DANA Safety Supply.

Purchase the needed GETAC video and computer equipment and the Motorola APX 4500 radio system all of which will be state contract pricing through authorized vendors, and MPH Bee III radars.

Purchase and install the upfitting equipment including lighting, audible, and protective systems inside the vehicle provided by DANA Safety Supply, our approved vendor for this type of upfitting and has been used for several years to create uniformity with the fleet. This company has been designated as a sole source vendor in the past due to their expertise / configuration of our vehicles along with the capability to acquire the needed equipment at a lower cost than independently.

Wrap the vehicles with the proper package for a marked patrol vehicle.

In the FY 25-26 budget, the request for fleet replacements were reduced due to budgetary concerns but the need for replacement / vehicle redistribution still exists. This request seeks

approval to use remaining personnel budget authority within the Police Department's existing General Fund appropriation. While approval of this request would not cause the Police Department to exceed its overall budget, personnel cost savings are typically prioritized to help offset the General Fund deficit. Approval of this request would redirect those funds to this necessary expenditure.

Additionally, Ford PIU are going to be manufactured but differently in their model year 2027. The Department was told that the aspirated engine – the cheapest build of this style of vehicle, will have a much longer lead time than the EcoBoost and hybrid models or require the need to purchase the increased costs models estimated at an additional \$4,000 - \$8,000 difference depending on model.

The total cost of this request includes:

- \$47,155 per vehicle – based on the Idaho Government Contract by DANA Safety Supply
- \$24,045 per vehicle - Equipment, installation and freight by DANA Safety Supply
- \$14,053 per vehicle – Dash cam and computer equipment including all needed peripherals along with licensing from GETAC based on Idaho contract pricing through PCN Strategies
- \$4,802 per vehicle – Encrypted law enforcement radio based on NASPO / State of Idaho contract pricing from Motorola through Day Wireless
- \$1,905 per vehicle – Kustom Signals Bee III standard radar with peripherals (from 3/2026 purchase)
- Estimated \$2,000 per vehicle – Customized Wrap all 4 doors and other decals for marked unit – previously done by CW Wraps.
- \$140 per vehicle – Rechargeable flashlights

Total cost of project: \$282,300 for all three vehicles.

**PERFORMANCE ANALYSIS:** Approval of this request will improve operational performance by accelerating the replacement of aging police vehicles, reducing downtime, and improving fleet reliability. Under the current process, replacements are limited to the standard purchasing cycle, which can delay the removal of high-mileage units and increase maintenance costs. The proposed out-of-cycle purchase allows for immediate replacement of the most critical vehicles, ensuring consistent patrol readiness and minimizing service disruptions.

In the future state, this approach will rebalance the fleet replacement schedule and reduce the number of vehicles required in the FY 2026–27 budget, creating a more efficient and predictable replacement program and grant us more time to purchase the lower price PIU next model year. Overall, this solution improves vehicle uptime, lowers maintenance demands, and fully addresses the operational need for reliable, readily deployable police vehicles.

**DECISION POINT/RECOMMENDATION:** Council should allow the Police Department to purchase and upfit 3 Ford Explorers for marked patrol use pursuant to Idaho Code § 67-2803(1).

RESOLUTION NO. 26-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PURCHASE AND UPFIT OF THREE (3) PATROL VEHICLES AND RELATED EQUIPMENT THROUGH THE STATE OF IDAHO CONTRACTING PRICING FROM DANA SAFETY SUPPLY IN THE AMOUNT OF \$282,300.00 FOR THE POLICE DEPARTMENT.

WHEREAS, the Police Department for the City of Coeur d'Alene has recommended that Council authorize the purchase and upfit of three (3) patrol vehicles through the State of Idaho contracting pricing from DANA Safety Supply for the Police Department in the amount of Two Hundred Eight-Two Thousand Three Hundred and no/100 Dollars (\$282,300.00), utilizing remaining personnel budget authority in the Department's existing General Fund appropriation.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City purchase and upfit of three (3) patrol vehicles through the State of Idaho contracting pricing through DANA Safety Supply for the Police Department, utilizing remaining personnel budget authority in the Department's existing General Fund appropriation; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 16<sup>th</sup> day of June, 2026.

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Daniel K. Gookin, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 16, 2026  
**FROM:** Randy Adams, City Attorney; Dave Hagar, Police Department  
**SUBJECT:** Request to Modify the Current Fireworks Ordinance

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**DECISION POINT:** Should the City Council direct Staff to draft amendments to Title 8, Chapter 8.12, Coeur d’Alene Municipal Code, regarding enforcement of violations of the Fireworks code against the owners/occupants of properties within the City who allow fireworks, other than nonaerial common fireworks, to be set off from private property?

**HISTORY:** The City of Coeur d’Alene has allowed “safe and sane” fireworks to be used within City limits for some time, but due to the proximity with jurisdictions that sell aerial fireworks, the Police Department receives many calls around the Fourth of July and New Years regarding the use of illegal fireworks. Under the current ordinance, an officer must see or be able to prove who set off the illegal fireworks in order to take enforcement action. By the time Police arrive on scene, either by responding to a call for service or being in a neighborhood and actually seeing aerial fireworks, it is often difficult to take enforcement action. The Police Department has increased patrols during these time periods to ensure community safety and adherence to the ordinance, but we have not seen great success due to the fact Officers are limited by the current code. Staff requests that the council look into amendments to the ordinance to allow a property owner, lessee, tenant, or other responsible party of a property within the City, who allows or is aware of illegal fireworks being used on or launched from his/her property, to be cited for the violation, independent of the specific individual who set off the fireworks.

**FINANCIAL ANALYSIS:** There is no anticipated financial impact to the City.

**PERFORMANCE ANALYSIS:** Similar ordinances are used in college towns to address party houses near campuses, as it allows enforcement action against parties ultimately responsible for the property’s use. In this case, we would conduct a large educational component with the amended ordinance to provide prior warning of the expanded responsibility in an effort to prevent the use of illegal fireworks and provide law enforcement the latitude of enforcement when violations are discovered.

**DECISION POINT/RECOMMENDATION:** Council should direct Staff to draft amendments to City Code Title 8, Chapter 8.12, Fireworks, regarding enforcement against responsible parties of properties within the City who allow illegal fireworks to be deployed from private property in violation of the ordinance, and any other amendments deemed advisable.

COUNCIL BILL NO. 26-1011  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 8.12.020 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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 HEREOF.

WHEREAS, after recommendation by the Police Department, 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 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 8.12 entitled FIREWORKS is amended as follows:*

**8.12.020: FIREWORKS PROHIBITED; EXCEPTION; PERMIT:**

A. It is unlawful for any person in the City to import, export, offer for sale, sell, possess, use, keep or store, or permit the keeping or storing of any fireworks, other than nonaerial common fireworks, for any use or purpose, except that a person holding a special fireworks permit issued by the Fire Department may use special fireworks for a safely supervised and conducted public display of fireworks.

B. It is unlawful for the owner of any property, or a tenant in possession of said property, to knowingly allow another to possess or use any fireworks, other than nonaerial common fireworks, on said property. When fireworks, other than nonaerial common fireworks, whether used or unused, are found on property, it shall be evidence that the owner of the property, and any tenant in possession of said property, knowingly allowed the possession or use of said fireworks on the property.

C. When fireworks, other than nonaerial common fireworks, whether used or unused, are found within a public right-of-way, it shall be evidence that the owner of the abutting private property, and any tenant in possession of said property, knowingly allowed the possession or use of said fireworks.

~~B~~D. It is unlawful for any person to release or cause to be released a sky lantern, tethered or untethered, within the City of Coeur d'Alene.

~~C~~E. It is unlawful for any person to willfully or carelessly release or cause to be released a sky lantern outside the City of Coeur d'Alene in such a manner or under such circumstances that it sets

on fire, or causes to set on fire, any structure, timber, grass or grain, or other property within the City of Coeur d'Alene.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** 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 4.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on \_\_\_\_\_, 2026.*

APPROVED, ADOPTED and SIGNED this            day of            , 2026.

\_\_\_\_\_  
Daniel K. Gookin, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Chapter 8.12 entitled "Fireworks"

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 8.12 ENTITLED "FIREWORKS;" PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Chapter 8.12 entitled "Fireworks," 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        day of        , 2026.

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Randall R. Adams, City Attorney

CITY COUNCIL  
STAFF REPORT

**DATE:** June 16, 2026  
**FROM:** Ryan Hunter, Chief Deputy City Attorney  
**SUBJECT:** Chronic Nuisance Properties Ordinance

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**DECISION POINT:** Should the City Council adopt a new Chapter in the Coeur d’Alene Municipal Code, Chapter 9.15, entitled “Chronic Nuisance Properties,” or direct staff to modify the proposed Ordinance and bring it to Council at a future meeting?

**HISTORY:** At its June 2, 2026, meeting, the City Council requested the Legal Department to bring forward for discussion and possible adoption a new Chapter for the Coeur d’Alene Municipal Code, Chapter 9.15, entitled “Chronic Nuisance Properties.” The General Service Committee voted on June 8 to recommend approval of this new Chapter. This Chapter was originally discussed with the Legal and Police Departments, and Administration in 2020, and an Ordinance was prepared by the Legal Department and presented to Administration at the request of Mayor Widmyer. The Ordinance was never addressed by Council, in part because of concerns regarding the removal of persons from private residences. The proposed ordinance is based on ordinances from Garden City, Idaho, and Liberty Lake and Seattle, Washington, although other communities throughout the country have similar ordinances. Washington has a specific statute which makes a drug house a “moral nuisance.” *See* RCW § 7.48A. 020(5). Idaho doesn’t specifically do that, but this would fit nicely in the general definition of a public nuisance. *See* I.C. §§ 52-101 and 52-102. While Title 52 of the Idaho Code, Nuisances, provides some remedies, the proposed Ordinance will provide additional tools to the City, such as issuance of a citation, streamline at least part of the process, and clarify what is considered a chronic nuisance property. As written, the proposed Ordinance allows the City to prohibit occupancy of “Chronic Nuisance Properties.” As in the Idaho Code, a court order will be required to abate the nuisance. Attention should be given to who will make the determination that a property is a Chronic Nuisance Property. Under the proposed Ordinance, that power is given to the Chief of Police (or his designee), which is how other jurisdictions handle it, but that can be changed or expanded. The attached proposed Ordinance shows in tract changes modifications made since the Ordinance was drafted in 2020.

**FINANCIAL ANALYSIS:** The financial impact to the City cannot be determined at this time, but enforcement will come with some cost and demolition can be expensive. In many cases, the costs incurred by the City will be recovered upon the sale of the property.

**PERFORMANCE ANALYSIS:** It is not clear how many properties would be potentially affected by this new Ordinance. However, this can be considered another tool the City can use to deal with criminal activity.

**DECISION POINT/RECOMMENDATION:** Council should adopt a new Chapter in the Coeur d’Alene Municipal Code, Chapter 9.15, entitled “Chronic Nuisance Properties,” or direct staff to modify the proposed Ordinance and bring it to Council at a future meeting.

COUNCIL BILL NO. 26-1012  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 9.15, CHRONIC NUISANCE PROPERTIES, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

NOW, THEREFORE,

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

**SECTION 1.** *That a new Chapter 9.15, Chronic Nuisance Properties, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 9.15  
CHRONIC NUISANCE PROPERTIES**

**9.15.010: PURPOSE:**

Chronic Nuisance Properties can cause grave harm to the health, safety, and welfare of the public when the property Owners or Persons in Charge of such properties fail to take corrective action to abate the nuisance. Chronic Nuisance Properties also have a tremendous negative impact upon the quality of life and property values in the neighborhoods in which they are located. Further, Chronic Nuisance Properties impose a financial burden on the City by requiring repeated calls for emergency and public safety services arising out of Nuisance Activities. This Chapter is intended to remedy the harms caused by Nuisance Activities that repeatedly occur at Chronic Nuisance Properties by providing a process for effective abatement.

**9.15.020: DEFINITIONS:**

- A. Abate – means to repair, replace, remove, ~~destroy~~demolish, prevent, or otherwise remedy a condition which constitutes a violation of this Chapter by such means, in such a manner, and to such an extent as the Chief of Police determines is necessary to protect the health, safety, welfare, and property values of the community.
- B. Chief of Police – the Coeur d'Alene Chief of Police, an acting Chief of Police for the City, or ~~his or her~~ designee.
- C. Chronic Nuisance Property – means:

1. a Property on which three (3) or more Nuisance Activities, as described herein, exist or have occurred during any sixty (60) day period or on which seven (7) or more Nuisance Activities exist or have occurred during any twelve (12) month period; or
  2. a Property which, upon a request for the issuance of a search warrant, has been the subject of a determination by a court of competent jurisdiction two (2) or more times within a twelve (12) month period that probable cause exists that the illegal possession, manufacture, or delivery of a controlled substance or related offenses as defined in Title 37, Chapter 27, Idaho Code, has occurred on the Property.
- D. City – means the City of Coeur d’Alene.
- E. Control – means the power or ability to direct, control, or determine the conduct, conditions, occupancy, or events occurring on a Property.
- F. Nuisance Activity – means and includes:
1. a nuisance as defined by Idaho State or City law occurring around or near the Property;
  2. an offense described in Title 37, Chapter 27, Idaho Code, Uniform Controlled Substances;
  3. any firearms violation;
  4. assault, menacing, stalking, or harassment;
  5. lewd conduct, including prostitution and patronizing a prostitute; and
  6. gang-related activity.
- G. Owner – means any Person who, alone or with others, has title or an interest in a Property.
- H. Person – means an individual, group of individuals, joint venture, partnership, corporation, association, club, company, business trust, organization, or any other legal, or the manager, lessee, agent, officer, or employee of any of them.
- I. Person in Charge – means a Person in actual or constructive possession of a Property, including but not limited to an Owner, occupant, agent, ~~or~~ manager, or tenant of a Property under their Control.
- J. Property – means the land and that which is affixed, incidental, or appurtenant to the land, including but not limited to any business or residence, parking area, loading area, landscaping, building, or structure, or any separate part, unit, or portion thereof, upon or within which the Nuisance Activity is occurring.

**9.15.030: VIOLATION:**

Any Owner or Person in Charge who has knowledge of and allows Property to be a Chronic Nuisance Property is in violation of this Chapter and is subject to the penalties and remedies set forth herein.

**9.15.040: PROCEDURE:**

- A. When the Chief of Police confirms, by reliable evidence, the occurrence of three (3) or more Nuisance Activities on a Property within a sixty (60) day period, the Chief of Police may declare the Property to be a Chronic Nuisance Property. The Chief of Police shall provide written notification of the declaration to the Owner of the Chronic Nuisance Property at the address shown in the county assessor records and to all Persons in Charge of the Chronic Nuisance Property. The notice shall be personally delivered or mailed first class, postage prepaid. The notice shall be deemed given on the date of delivery or deposit with the United States Postal Service. If the mailing address is unknown, the notice shall be mailed to the address of the property, first class, postage prepaid.
- B. The notice of declaration shall contain:
1. the street address or a legal description sufficient for identification of the Chronic Nuisance Property;
  2. a statement that the Chief of Police has determined that the Property is a Chronic Nuisance Property;
  3. a concise description of the Nuisance Activities which resulted in the declaration;
  4. a demand that the Owner and/or Person(s) in Charge respond to the Chief of Police within seven (7) days of the service of the notice to discuss the Nuisance Activities and the actions necessary to Abate the Nuisance Activities;
  5. a statement that, if the Owner and/or Person(s) in Charge do not respond to the Chief of Police as required in this section, or if the Nuisance Activities are not voluntarily corrected to the satisfaction of the Chief of Police, the City may Abate the Nuisance Activities as provided in this Chapter, issue a citation or citations for violation of this Chapter, or take any other action as permitted in law or equity.
- C. If the Owner and/or Person in Charge fails to respond to the notice within the time prescribed, the Chief of Police shall post ~~such a~~ notice at prohibiting occupancy of the Chronic Nuisance Property and issue the Owner and/or Person in Charge a civil citation and/or a misdemeanor citation. The Chief of Police shall also refer the matter to the City Attorney for such further action as the City Attorney may deem appropriate.

- D. If the Owner and/or Person in Charge responds as required by the notice and agrees to Abate the Nuisance Activities, a written correction agreement, in a form approved by the City Attorney, shall be executed by the City and the Owner and/or Person in Charge. If the written correction agreement does not result in the abatement of the Nuisance Activities, or if no written correction agreement is executed by the Owner and/or Person in Charge, the matter shall be forwarded to the City Attorney for enforcement action.
- E. The written correction agreement shall, at a minimum, contain:
1. the names of the Owner and all Persons in Charge of the Chronic Nuisance Property;
  2. the street address or a legal description sufficient to adequately identify the Chronic Nuisance Property;
  3. a complete description of the Nuisance Activities occurring on the Chronic Nuisance Property which necessitated the written correction agreement and which must be abated;
  4. a description of the corrective action to be taken and the date by which the correction must be completed;
  5. an agreement by the Owner and Person(s) in Charge that the City may inspect the Chronic Nuisance Property as may be necessary to determine compliance with the written correction agreement;
  6. an agreement by the Owner and Person(s) in Charge that the City may Abate the Nuisance Activities and recover its costs and expenses, together with any monetary penalties pursuant to this Chapter, from the Person(s) who signs the written correction agreement if the terms of the agreement are not met to the satisfaction of the City; and
  7. an agreement by the Owner that, if a Person in Charge other than the Owner has permitted the Property to become a Chronic Nuisance Property, the Owner shall promptly take all actions and pursue all remedies reasonably requested by the Chief of Police to Abate the Nuisance Activities.

**9.15.050: ENFORCEMENT:**

- A. When a matter is referred to the City Attorney for enforcement action, the City Attorney may initiate any legal action authorized by this Chapter or State law to Abate the Nuisance Activities, to pursue criminal charges, or to seek any other remedy available in law or equity.
- B. In any action to Abate a Chronic Nuisance Property, the City shall have the burden of proof to show by a preponderance of the evidence that the Property is a Chronic Nuisance

Property. Police incident reports, the reports of other City departments and officials, independent investigative reports, and affidavits of witnesses shall be admissible in such action. Additionally, evidence of a Property's general reputation and the reputation of the Persons residing in or frequenting the Property shall be admissible in such action.

C. If a court of competent jurisdiction determines in an action brought under this Chapter that the Property is a Chronic Nuisance Property, the court may:

1. impose a civil penalty in the amount established by Resolution of the City Council for each day a Nuisance Activity has continued after the notice of declaration; and/or
2. enter an order requiring the Owner and/or Person in Charge to Abate the nuisance within a specified time not exceeding ten (10) calendar days; and/or
- ~~3.~~ order that the Chief of Police shall have the right to enter and inspect the Chronic Nuisance Property at such times and in such manner as the Chief of Police deems necessary to determine if the Nuisance Activities are continuing; ~~and/or~~
- ~~3.4.~~ issue a temporary restraining order or injunction prohibiting anyone from occupying the Chronic Nuisance Property.

D. If the Nuisance Activities are not abated pursuant to the court's order, the court may, after notice and an opportunity to be heard:

1. enter an order prohibiting the Owner and any Person in Charge from renting or leasing the Chronic Nuisance Property for a period of up to one (1) year; and or
2. order the Chief of Police to physically secure the Chronic Nuisance Property to prevent entry during the period of the court's order; and or
3. assess the costs of securing the Chronic Nuisance Property against the Owner and/or Person in Charge; ~~and/or~~
- ~~4.~~ authorize the demolition of the Chronic Nuisance Property if justified by persistent and uncontrolled use for illegal activities.

**9.15.060: EMERGENCY CLOSURE:**

When there is an immediate threat to the public welfare and safety, the City Attorney may seek a temporary restraining order from a court of competent jurisdiction preventing the occupancy of a Chronic Nuisance Property for up to fourteen (14) days.

**9.15.070: RELOCATION ASSISTANCE:**

In addition to any other remedies allow by law or this Chapter, the court may order the Owner and/or Person in Charge to pay relocation assistance to a tenant who must relocate because of a court order, provided that the tenant did not cause or participate in the Nuisance Activities at the Property.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** 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 4.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on \_\_\_\_\_, 2026.*

APPROVED, ADOPTED and SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Daniel K. Gookin, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Chapter 9.15 to the Coeur d'Alene Municipal

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 9.15, CHRONIC NUISANCE PROPERTIES, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. 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.

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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. \_\_\_\_\_, Adding Chapter 9.15, Chronic Nuisance Properties, to 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 \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Randall R. Adams, City Attorney