

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

VISION STATEMENT

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

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

June 3, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: John Pulsipher: Interfaith CDA

C. PLEDGE OF ALLEGIANCE

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

E. 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 for those items listed on the agenda.)

F. ANNOUNCEMENTS

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the May 20, 2025 Council Meeting.
2. Setting of General Services/Public Works Committee Meeting for Monday, June 9, 2025, at 12:00 noon.
3. Approval of a cemetery lot Repurchase:
 - a. from Judy Gardener; Section RIV, NCB 39 of Forest Cemetery, in the amount of \$1,000.00
 - b. from Joseph Cosgrove, Section RIV, Block H, Lot 295, Forest Cemetery Annex, in the amount of \$1,050.00
4. Approval of 9 firework stand permits for 2025
As Recommended by the City Clerk
5. Approval of SS-24-05 Mill River Waterfront Addition, Final Plat
As Recommended by the City Engineer

H. OTHER BUSINESS:

1. **Resolution No. 25-027** - Approval budget authority to construction a training facility at the Police Department, 3818 Schreiber Way in the amount not to exceed \$145,000.00.

Staff Report by: Lee White, Police Chief

2. **Resolution No. 25-028** - Approval of an Art Spotlight CDA Program, in the amount of \$15,000.00 annually.

Staff Report by: Troy Tymesen, City Administrator

3. Overview of Water Rates and Capitalization Fees.

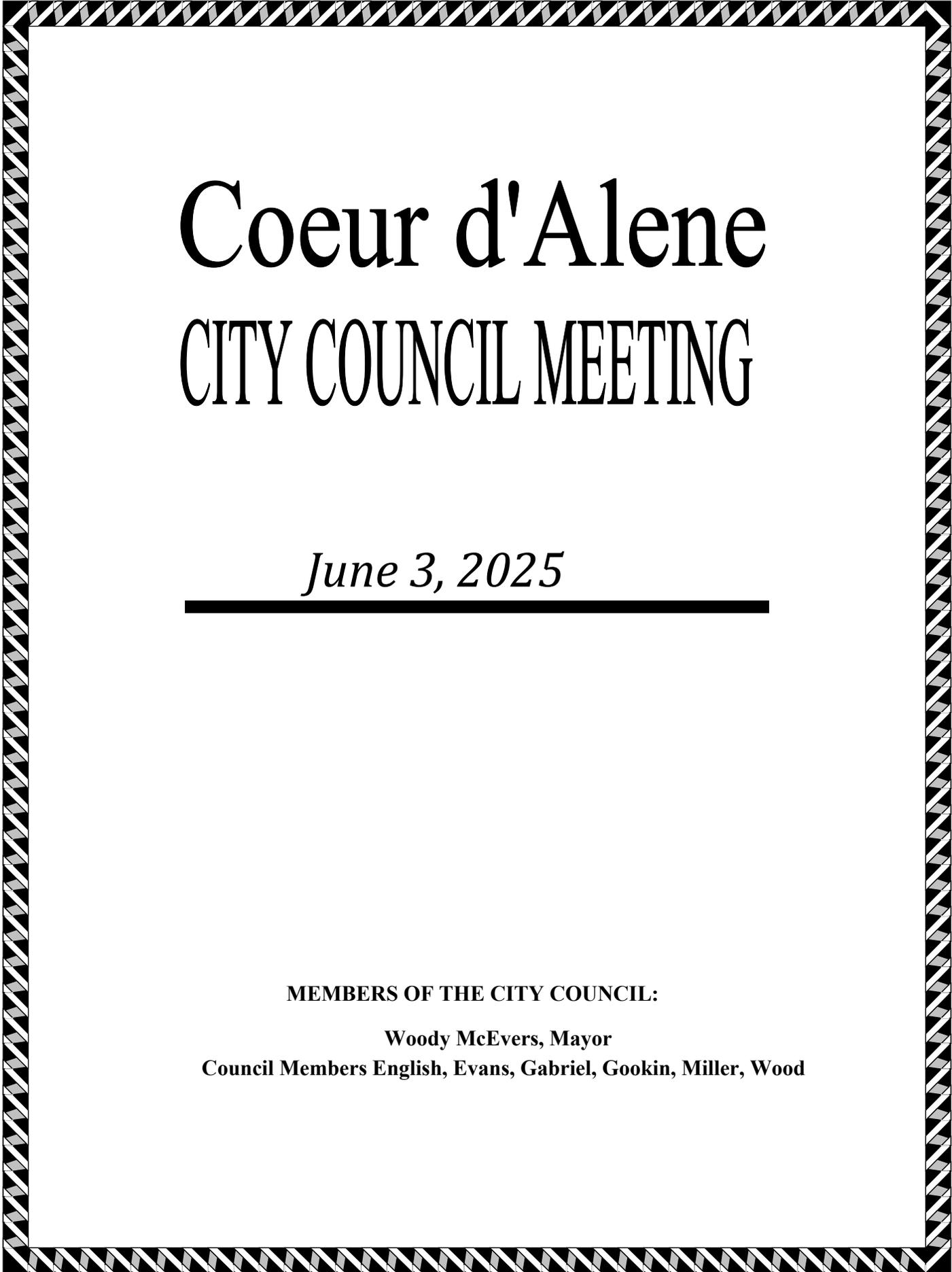
Staff Report by: Kyle Marine, Water Department Director

4. **Resolution No. 25-029** - Approval of a Memorandum of Understanding for a partnership to fund a new Special Assistant United States Attorney (SAUSA) for north Idaho to help combat drug trafficking.

Staff Report by: Randy Adams, City Attorney

I. 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 3, 2025

MEMBERS OF THE CITY COUNCIL:

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

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

May 20, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on May 20, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

INVOCATION: James Collard of Pathway Church led the invocation.

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

AMENDMENT TO THE AGENDA: MOTION: Motion by Gookin, seconded by Wood, to add an action item under "Other Business" to authorize the Police Department to fund and construct a new training facility.

DISCUSSION: Councilmember Gookin stated that the proposed amendment is submitted under Idaho Code § 74-204(4)(c). He explained that, in good faith, he believed the item had been included in the original agenda and was unaware of its omission, as he was out of the country during the previous meeting. He mentioned that he met with the Streets and Engineering Director and the Chief of Police, it was determined that the urgency stems from the Police Department losing access to its current training facility as of June 1st, with no alternative currently available. Councilmember Gabriel noted that he believed the police training facility item was part of a broader plan scheduled for presentation to the Council. City Administrator Troy Tymesen clarified that the plan was not yet ready for Council consideration due to several unresolved factors, including the need to retain the current salt storage site—identified as the proposed location for the training facility—until a replacement is constructed. He also cited ongoing engineering evaluations, the results of the General Obligation Bond vote, and the need for more details before bringing it forward to the Council. Councilmember Evans inquired about the expected timeline for the police training facility plan. Mr. Tymesen responded that progress depends on several factors, including the outcome of the general obligation bond vote and the results of an ongoing engineering study to determine whether the existing salt storage building can be repurposed. He emphasized that the salt storage site cannot be relinquished until a new facility is completed, which

is currently under consideration. If engineering results are favorable, the project could move forward within two to four weeks. Councilmember Gookin expressed concern that the salt storage issue is separate and manageable, and emphasized the urgency of moving forward with the training facility. Councilmember Wood expressed interest in exploring the details of the police training facility proposal but emphasized that meaningful discussion could not occur until the item was formally added to the agenda. Councilmember English voiced support for the project, stressing that the issue was not about whether to proceed, but when. Councilmember Miller agreed that bringing the item forward was worthwhile but felt it was premature given the number of unanswered questions. She preferred waiting two weeks to ensure all necessary information would be available. Councilmember Evans echoed this sentiment, stating she was open to discussion but uncomfortable taking action without complete information from City staff. In response, Councilmember Gookin noted that Police Chief White was prepared to present a staff report.

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

NATIONAL SAFE BOATING WEEK: Councilmember Gabriel read the Proclamation declaring May 17 to 23, 2025 as National Safe Boating Week in support of the North American Safe Boating Campaign and the start of year-round effort to promote safe boating.

PRIDE MONTH: Councilmember Evans read the Proclamation declaring the month of June 2025 as Pride Month. Dr. Sarah Lynch, Executive Director of North Idaho Pride Alliance (NIPA), accepted the Proclamation and expressed gratitude to the City of Coeur d'Alene for once again issuing a Pride Month proclamation. Representing NIPA, a 501(c)(3) nonprofit advocating for LGBTQIA+ individuals and allies, Dr. Lynch highlighted the organization's mission to foster a more inclusive North Idaho through education, advocacy, and community-building. She noted that LGBTQ individuals are integral members of the community—neighbors, coworkers, and family members—and emphasized the importance of Coeur d'Alene's anti-discrimination ordinance, which continues to serve as a beacon of hope amid increasingly challenging statewide policies. Dr. Lynch also shared NIPA's upcoming Pride Month programming, including the return of Pride in the Park on June 7, MOD Pizza fundraiser on June 11, Queer & Ally blood drive on June 15, Inclusive Voices Book Club on June 16, and Pride on the Runway event on June 26. She concluded by inviting the community to join in the celebrations.

PUBLIC COMMENTS:

Jim Korver, Coeur d'Alene, introduced Zach McLean, a resident of N 7th Street, who spoke on behalf of his family and neighbors regarding safety concerns posed by several large cottonwood trees in their neighborhood. Mr. McLean described the trees as hazardous due to their brittle nature and frequent falling branches. He emphasized the daily risk to pedestrians, particularly students from nearby schools who regularly walk or bike along the route. Mr. McLean noted that the adjacent lot is now vacant and urged the City to take immediate action to eliminate the danger. He expressed frustration over years of inaction and called for the City to address the issue before a serious incident occurs.

Ali Koski, Coeur d'Alene, expressed appreciation to the Mayor and City Council for the issuance of the Pride Month proclamation. She noted that not all communities are fortunate to have leadership that publicly supports the LGBTQ+ community and emphasized how meaningful that recognition is. She thanked the Council for their ongoing support and for helping to make Coeur d'Alene a more inclusive and welcoming place for all.

Laura Demott, Coeur d'Alene, thanked the Mayor and City Council for proclaiming June as Pride Month in Coeur d'Alene. She expressed appreciation for the City's continued support of inclusivity, noting its importance for both visitors and residents who live, work, and contribute to the community.

Karen Mello, Coeur d'Alene, thanked the Mayor and City Council for their continued support in proclaiming June as Pride Month, especially in light of past challenges. She expressed admiration and shared that, while she identifies as straight, she deeply values and supports the LGBTQ+ community.

Ted Turrentine, Coeur d'Alene, expressed his disagreement with the Pride Month Proclamation, stating that he and his family believe it is morally wrong and unnecessary to dedicate an entire month to celebrating a small minority group. He also shared that he voted in favor of the General Obligation bond measure but did so reluctantly. While he supports firefighters and first responders, he feels that the compensation packages for fire department employees are overly generous, citing examples such as paid time off for union activities, extensive sick leave benefits, continued medical coverage after disability, and additional pay for passing fitness tests. He asked the Council to consider the financial burden on taxpayers, especially those on fixed incomes, when negotiating future collective bargaining agreements.

Max El Kacemi, Coeur d'Alene, stated that he followed all city rules, submitted full plans, passed inspections, and built exactly what was approved. He added that he complied with extra demands, including a survey for a minor staircase change. He believes he's being unfairly targeted due to neighbor complaints and personal bias, not code violations. He emphasized he followed the law and deserves fair, consistent treatment.

ANNOUNCEMENTS:

Councilmember Gabriel noted that during the annual Idaho Fire Chiefs Association Conference held last week, Deputy Fire Chief Bill Deruyter was honored with the President's Award. This prestigious recognition was awarded in acknowledgment of Deputy Chief Deruyter's exemplary service and contributions not only to the City of Coeur d'Alene but also to fire service efforts across the State of Idaho.

Councilmember Gookin raised a letter from Mr. Malone, about the city's parking system requiring a smartphone to pay, which may conflict with recent Idaho legislation mandating businesses to accept cash. Mr. Tymesen clarified that the law applies to state agencies, not local agencies, but said that Diamond Parking can accommodate cash payments if arranged in advance, including accepting checks. Councilmember English added that in practice, people often don't have time to

call ahead and suggested installing drop boxes for cash payments to make the system more customer friendly.

Councilmember Gookin referenced a letter from Pat Krug raising concerns about the City's policy requiring homeowners to install sidewalks during property improvements. He agreed with the concern, describing the mandate as an overreach of government authority, and requested that the City Council hold a future discussion to evaluate the appropriateness of such requirements. He also addressed public concerns about black cottonwood trees on 7th Street. City Urban Forester Nick Goodwin explained that black cottonwoods are not on the City's approved street tree list, as they are prone to breakage and were either planted before current ordinances or without City approval. He clarified that maintenance and removal of street trees are the responsibility of the adjacent property owner, as the City does not have a dedicated street tree maintenance crew. While black cottonwoods are not classified as high-risk under International Society of Arboriculture (ISA) standards, the City supports their removal when they interfere with infrastructure. The specific trees on 7th Street were approved for removal in 2019 to allow for sidewalk repairs, not due to hazard concerns. Mr. Goodwin emphasized that residents may prune street trees themselves with a free permit or hire a licensed tree service to ensure proper care and compliance with City standards.

CONSENT CALENDAR:

1. Approval of Council Minutes for the May 6, 2025 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of **Resolution No. 25-024** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, ACCEPTING INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS, AND APPROVING THE AGREEMENT FOR MAINTENANCE/ WARRANTY OF SUBDIVISION WORK AND SECURITY WITH LAKESHORE ESTATES, LLC, FOR THE FOUNDRY 1ST ADDITION [S-4-21].

MOTION: Motion by Evans, seconded by Miller to approve the Consent Calendar as presented, including **Resolution No. 25-024**.

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

Motion carried.

RESOLUTION NO. 25-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE WASTEWATER OUTFALL EVALUATION PROJECT, IN AN AMOUNT NOT TO EXCEED \$101,507.00.

STAFF REPORT: Wastewater Capital Program Manager Mike Becker presented a request to amend the City's Professional Services Agreement with HDR Engineering, Inc., for the

Wastewater Outfall Evaluation Project. The outfall, which discharges 4 million gallons of treated water daily into the Spokane River, was installed in 1985 and is the plant's only discharge method. Originally contracted in 2022 to develop a Preliminary Engineering Report, HDR's scope has shifted to producing a Conditional Assessment Report based on updated findings suggesting maintenance and rehabilitation may suffice. The amendment includes enhanced fieldwork, technical evaluations, regulatory support, and cost analysis. With this amendment costing \$101,507.00, the total contract value rises to \$198,687.00, within the Wastewater Department's \$1.2 million project budget. Approval aligns with Idaho Code § 67-2320(4) and continues HDR's phased engagement on this multi-year project.

DISCUSSION: Councilmember Gabriel acknowledged the department's proactive approach, to which Mr. Becker explained that staying ahead is essential, especially with large-scale infrastructure projects. He clarified that amendments to contracts are often necessary because it's difficult to predict the full scope and cost of such projects upfront. He added that the contract amendments, compliant with Idaho code and the City procurement policies, allow flexibility to adjust the project scope as new information emerges. This phased approach helps manage costs and ensures the project remains within budget over time.

MOTION: Motion by Evans, seconded by Gabriel to approve **Resolution No. 25-025** approving Amendment No. 01 to the Wastewater Outfall Improvements Evaluation Contract with HDR Engineering, Inc., for Professional Services associated with the Wastewater Outfall Evaluation Project in an amount not to exceed \$101,507.00.

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

RESOLUTION NO. 25-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND APPROVING A PUBLIC WORKS CONSTRUCTION CONTRACT WITH, STEEL STRUCTURES AMERICA, INC., FOR THE CONSTRUCTION OF A SALT STORAGE & BRINE OPERATIONS BUILDING, AND TO APPROVE THE CONSTRUCTION OF ASSOCIATED COMPONENTS, IN A TOTAL AMOUNT NOT TO EXCEED \$125,000.00.

STAFF REPORT: Streets and Engineering Director Todd Feusier requested Council to approve the construction of a new 50x100 pole barn on the 3800 Ramsey campus to house the Accubrine brine production system and provide road salt storage. This project supports the growing space needs of the Streets & Engineering, Fire, and Police Departments and enhances winter road maintenance efficiency. Although not in the current financial plan, the \$113,310.00 cost will be covered by the \$125,000.00 sale of a modular unit at 3820 Ramsey. Steel Structures America was the sole bidder, and their proposal aligns with market rates. This new building will increase the salt capacity from 3 to 17 loads, significantly enhancing winter readiness. Relocating the salt storage will also free up space for a new police training facility, addressing long-standing issues with limited training space and campus security. To further enhance security, the plan is to install fencing and reroute access to eliminate through-traffic. Additionally, there will be a secure

impound yard capable of holding up to 12 vehicles for evidence storage. On the Fire Department side, Mr. Feusier stated that he is working with Fire Chief Tom Greif to identify additional space for training props, particularly near the existing swale area, though plans for the north side of the campus are still being finalized. He explained that a major gas pipeline runs through Jenny Stokes Field, significantly limiting its usability due to easement restriction on either side. Although the field is a valuable piece of city-owned land, relocating the pipeline would cost approximately \$2.5 million, making it unfeasible. The Fire Department, which is adjacent to the field, is facing space constraints for training and equipment access. While permanent structures cannot be built within the easement, there may be potential to use the area for movable training props or even a parking lot, provided alternative space for soccer activities is found. Discussions with Chief Greif are ongoing to explore these possibilities and optimize the limited space available on the north side of the campus.

Mr. Feusier noted that, if approved, the new salt storage building would require approximately 30 to 60 days for parts procurement. With timely permitting and site preparation, construction could be completed—and the new salt equipment installed—by mid to late September, ensuring readiness for the upcoming winter season. He emphasized that the current salt storage facility cannot be vacated until the new building is operational, as salt cannot be stored outdoors. Once construction begins, the building itself can be erected in as little as two weeks. Additionally, a dedicated room will need to be constructed inside the new facility to house the brine equipment previously approved by Council.

DISCUSSION: Councilmember English inquired about the lot just north of the Police Department (PD) and Mr. Feusier clarified that the lot includes a portion already being used by PD for locker rooms, while the remaining area is privately owned.

Councilmember Wood referenced the facilities master plan and asked whether the proposed salt storage building was included in the financial plan. Mr. Feusier confirmed it was not, explaining that the original intent was to use proceeds from the sale of the modular building to fund a truck cover. However, due to higher-than-expected costs, the plan shifted to using those funds for a new salt storage facility. This would allow the Police Department to repurpose the existing salt building for a training facility, helping to better separate PD and Streets Department operations. Mr. Feusier also noted that a structural engineer is scheduled on Friday to assess the current salt building to determine if it can be expanded to meet PD's needs. He expects to have more information available by the next council meeting.

Councilmember Wood inquired if the current salt storage facility can be vacated until September and Mr. Feusier explained that he cannot vacate the facility until the new structure is fully built and operational, as the existing building is still filled with salt and there is no alternative location to store it. Without proper storage, the City would be unable to produce salt brine for winter road treatment, which would force reliance on sand alone, something he is not comfortable risking. While the new structure is a simple pole barn, delays in permitting and contractor scheduling could extend the timeline. He estimated a worst-case scenario of 60 days for permits and mobilization, followed by two to four weeks for construction. He is working to expedite the process but emphasized that he is dependent on contractor availability. Mayor McEvers inquired about the possibility of building over the gas lines. Mr. Feusier clarified that while a parking lot cannot be

built directly over the lines, it may be possible to construct one just north of them by bridging the pipeline, similar to what was done on Kathleen Avenue. However, this would require coordination with the pipeline companies due to the shallow depth of the line in that area.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 25-026** approving budget authority in the amount of \$125,000.00 for the purchase of a pole building to be located at the 3800 Ramsey Road campus.

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

RESOLUTION NO. 25-027

REQUEST FOR AUTHORIZATION FOR THE CONSTRUCTION OF A 60' x 40' POLE BARN FROM CDA STRUCTURES AT THE POLICE DEPARTMENT, 3818 SCHREIBER RD.

STAFF REPORT: Police Chief Lee White noted that the Streets and Engineering, Fire, and Police Department currently share the 3800 Ramsey campus, and growing space needs have led to a collaborative redesign effort. The Police Department urgently requires a dedicated facility for realistic, scenario-based training, which has never been safely accommodated on-site. The existing salt storage building, while ideally located, presents significant structural challenges for conversion due to unevenly spaced pillars and problematic truss design. Contractors advised that modifying the current structure would be more expensive than building new. A new facility could be constructed and CDA Structures submitted the lowest qualified bid at \$114,317.00. The Police Department has sufficient vacancy savings to fund the project this fiscal year to cover the expense, even accounting for potential summer overtime. The timing of this request aligns with ongoing construction at the site, allowing for shared infrastructure work and reduced disruption. Chief White stated that Council's approval of this facility will enhance officer preparedness and safety while supporting the broader campus master plan. He added that the Police Department also requires a secure impound lot for storing vehicles held as evidence. Currently, a chain-link enclosure south of the existing salt structure serves this purpose, with three vehicles presently stored awaiting trial. To meet operational needs, the department must be able to accommodate at least eight vehicles, including those awaiting auction after being dismantled. To optimize space, the department is exploring design options such as subdividing the lot into smaller bays using chain-link gates, rather than maintaining one large open area.

DISCUSSION: Councilmember Gookin inquired whether the cost of demolishing the existing salt storage building was included in the project bid. Chief White clarified that it was not, as the funds from the sale of the triple-wide building to the fairgrounds are allocated for Mr. Feusier's new structure. While one contractor offered to remove the existing roof for an additional \$29,000, Mr. Feusier indicated the department plans to handle the takedown in-house. The structure would be dismantled and stored for potential future use, though reconstruction would be delayed until at least next summer due to other scheduled projects. Mr. Feusier estimated disposal costs, primarily for concrete, at around \$10,000, which he believes can be covered by existing departmental savings without impacting the budget.

Councilmember Wood shared that she had been contacted by the Police Association leadership expressing concern over delays in the proposed training facility, which she believed was ready to move forward as part of the broader campus master plan. She emphasized the critical importance of proper training for officer and public safety and questioned why the project had stalled. City Administrator Troy Tymesen responded that the delay stems from the need to confirm whether the existing salt structure can be modified rather than demolished, in order to save costs and resources. An engineer is scheduled to assess the building, and until that evaluation is complete, the City cannot determine the most cost-effective path forward. Mr. Tymesen also noted that if demolition is required, it would fall during the City's busiest season, impacting other essential work like asphalt projects. Additionally, uncertainty around contractor availability and pricing has made it difficult to commit to a timeline. He stressed that there is no disagreement on the need for the facility—only a need for more information to proceed responsibly.

Councilmember Wood stated that funding for the proposed police training facility would come from salary savings, making it financially feasible. However, Mr. Tymesen expressed concern about the uncertainty surrounding the pending \$16 million General Obligation (GO) Bond. He noted that if the bond fails, the City may need to redirect funds toward other priorities, such as vehicle purchases or leasing fire trucks. He emphasized the importance of timing and cost clarity. He explained that the City is still awaiting an engineering assessment to determine whether the existing salt structure can be modified or must be demolished. Once the new salt building is complete, the City can proceed with either retrofitting or removing the old structure. Councilmember Wood concluded that since all parties support the project and the moving parts are aligning, there is no reason not to move forward. Mr. Tymesen confirmed that, if all goes as planned, the existing building could be vacated, and new construction could begin by September.

Councilmember Gabriel expressed his support for the project but raised concerns about potential cost increases if the timeline extends into September. He noted that approving a bid now could lead to the need for additional Council approval later if prices rise. Chief White acknowledged that the bid amount could indeed be affected considering that everything continues to increase especially the price of steel, though it is difficult to predict the exact impact. Councilmember Gabriel emphasized the importance of having accurate and current information before making a financial commitment. In response, Councilmember English suggested that this topic could be explored further during the upcoming May 27 Council Workshop on City priorities.

Councilmember Gookin reiterated the concern raised by Councilmember Gabriel about potential cost increases if the project is delayed, asking how the City plans to manage that risk. Chief White responded that they would be comfortable with a not-to-exceed amount of \$135,000. Councilmember Gabriel clarified that the bid is valid for 90 days, and while construction is unlikely to begin within that window due to dependencies on the completion of the new salt storage building, locking in the contract now would secure current pricing. Mr. Feusier explained that once the contract is signed, materials can be ordered and stored, allowing for a timely start once the site is ready. He also noted that separate permits would be required for the police training facility and the salt building, as they are distinct structures with different contractors. Councilmember Evans expressed appreciation for the interdepartmental collaboration and asked if a decision could reasonably be made at the next Council meeting. Chief White confirmed that a two-week timeline is acceptable.

FIRST MOTION: Motion by Gookin, seconded by Wood to approve **Resolution No. 25-027** approving budget authority in an amount not to exceed \$135,000.00 for the construction of a 60' x 40' pole barn from CDA Structures at the Police Department, 3818 Schreiber Way and for the Street Department to take down the existing structure using their savings pending the passage of the GO Bond.

DISCUSSION: City Attorney Randy Adams commented that the process for amending a meeting agenda after the meeting has already begun involves a two-step process: first, the Council must state why the item was not included on the original agenda, which Councilmember Gookin addressed in his motion. However, Mr. Adams emphasized that under state statute, final action cannot be taken on an item added post-agenda unless there is an emergency requiring immediate action. Therefore, he advised that if the Council intends to proceed with a decision during this meeting, the motion must explicitly state that an emergency exists, and that immediate action is necessary.

SECOND MOTION: Motion by Gookin, seconded by Gabriel, to **set this as an action item on the agenda of the next Council meeting** as presented.

DISCUSSION: Councilmember Miller asked whether staff would have sufficient time to gather all the necessary information to move the project forward. Mr. Tymesen responded that an engineer is scheduled to assess the site later this week. Councilmember Miller then inquired if the topic could be discussed further during the May 27 Council Workshop. Mr. Tymesen clarified that the workshop is primarily intended for the Mayor and Council to discuss City priorities, with staff present only to answer questions if needed. Councilmember Wood asked whether the item would be listed as an action item, to which the Mayor confirmed that it would.

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

COUNCIL BILL NO. 25-1011

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF CERTAIN PROPERTY FROM R-12 TO C-17L, SAID PROPERTY BEING DESCRIBED AS THREE (3) PARCELS MEASURING A TOTAL OF 0.957 ACRES, COMMONLY KNOWN AS 417, 421, AND 503 W. EMMA AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Senior Planner Sean Holm noted that the applicant who owns the parcel west of the requested zone changes that currently operates a daycare facility, Melrose Properties LLC dba Parkwood Business properties, requests zone changes from R-12 to C-17L on three parcels measuring a total of 0.957 acres on a property located at 417, 421, and 503 located at W. Emma Avenue. The Planning Commission unanimously recommended approval of the request on April 8, 2025. Mr. Holm explained that the properties are located within the urban neighborhood

designation of the City's Comprehensive Plan, which supports mixed-use development and is compatible with the proposed zoning. He reviewed the four required findings for a zone change, noting that public facilities and utilities are adequate, and the area is already transitioning with a mix of residential, commercial, and civic uses. The Police Department raised concerns about future traffic access and requested engineering review to ensure alignment with existing infrastructure. The City Engineer commented that the road network can accommodate the increased trips. While the existing homes are modest and older, the area is evolving, and the proposed change aligns with long-term planning goals.

APPLICANT: Christopher Meyer, Asset Manager of Melrose Properties, LLC discussed their request for a zone change. He explained that the proposed zone change is part of a long-term effort to expand the adjacent daycare facility, a project he has been working on for nearly a decade. With a current waitlist of approximately 150 children, the need for additional space is urgent. While specific expansion plans are still being developed, securing the rezone now provides the flexibility to begin planning for future growth, including site design and access improvements. Mr. Meyer also noted potential impacts from upcoming Idaho Transportation Department projects, which may affect parking and access along I-95. As a result, he is proactively planning for contingencies to ensure continued functionality of the daycare and adjacent eye care clinic. He emphasized that securing land use entitlements now is a critical step in responsibly preparing for future development.

DISCUSSION: Councilmember Gabriel noted that past applicants have expressed concerns about C-17 zoning and asked whether the applicant had any intention of selling the property in the future. Mr. Meyer responded that while they are exploring various development options, their current focus is on expanding the adjacent daycare facility, and they intend to retain ownership long-term. Councilmember Miller inquired whether the site falls within the Health Corridor Urban Renewal District, which Mr. Holm confirmed. She also asked about potential obligations related to the center turn lane on Emma Avenue. Mr. Meyer explained that any changes would depend on future traffic impacts but noted that a turn lane was previously added in partnership with the hospital, ITD, and the City to address traffic needs. Councilmember Gookin observed that this would be the fourth contiguous property serving the same purpose and raised concerns about whether the parcels would eventually be combined. He asked if Mr. Meyer would be open to making parcel consolidation a condition of the zone change to ensure a single business use, which Mr. Meyer said would not be a problem.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the hearing. With no comments received, Mayor McEvers closed the public testimony portion of the hearing.

MOTION: Motion by Evans, seconded by Gabriel to approve without prejudice a Zone Change request by Melrose Properties, LLC from R-12 to C-17L on three (3) parcels measuring 0.957 acres, located at: 417, 421, and 503 W. Emma Avenue, based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentations, and the testimony of the applicant.

DISCUSSION: Councilmember Gookin stated that the proposed zone change would not negatively impact the neighborhood, as it simply expands an existing use. He acknowledged a

letter of opposition from Makena Cooney, which raised concerns about increased traffic and reduced residential parking due to nearby commercial development. He noted that even if the current plan falls through, the applicant will still own three C-17-zoned lots, and future buyers could combine them for other uses. He pointed out that under the previous Comprehensive Plan, this area would have been noted as an area of transition. Councilmember Wood expressed her support for the project, emphasizing that childcare facilities operate during daytime hours and have minimal neighborhood impact. She praised Kootenai Health for offering childcare to its employees and said she would welcome a similar option for city staff.

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

MOTION: Motion by Evans, seconded by Miller, to dispense with the rule and read **Council Bill No. 25-1011** once by title only.

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

MOTION: Motion by Evans, seconded by Miller, to adopt **Council Bill 25-1011**.

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

RECESS: Motion by Gookin, seconded by Evans to recess to May 27, 2025, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue, for a Council Workshop to discuss priorities/visions for the City.
All in favor. Motion carried.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

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

ZC-3-25

INTRODUCTION

This matter having come before the City Council on May 20, 2025 to consider ZC-3-25, a request for a zone change from R-12 to a C-17L on three (3) parcels measuring a total of 0.957 acres.

APPLICANT: Melrose Properties, LLC

LOCATION: North of W. Emma Avenue between US-95 and N. A Street, commonly known as 417, 421, and 503 W. Emma Avenue.

A. FINDINGS OF FACT:

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

A1. Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on May 3, 2025.

A2. Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on May 12, 2025.

A3. Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). Fifty-six (56) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on May 2, 2025.

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

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

A6. The subject properties contain three single-family homes on three existing parcels located on the north side of Emma Avenue between US-95 and N. A street, commonly known as 417, 421, and 503 W. Emma Ave.

A7. The subject properties are currently zoned R-12 (residential at 12 units per gross acre).

A8. The neighborhood surrounding 417, 421, and 503 W. Emma Avenue is a mix of housing types and commercial presence. Situated between US-95 and Government Way, quick access to these north/south corridors to I-90 is gained from this area. The recent addition of a controlled intersection at US-95 allows for safe vehicle movements at the intersection. An eclectic mix of residential, civic, and commercial retail are nearby. Ironwood Square, Kootenai Health, The North Idaho Eye Institute, and a strip mall are in close proximity.

A9. The Comprehensive Plan Future Land Use Map designation is the Urban Neighborhood place type. The Comprehensive Plan states that the compatible zoning districts are listed as R-17, R-34SUP, NC, CC, C17, and C17L.

A10. According to the Comprehensive Plan, the Urban Neighborhood place type is described as places that are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

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

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

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

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

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

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

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

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

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

A12. City departments have indicated that services and utilities are adequate and available. City policies concerning water and wastewater must be adhered to.

A13. The subject properties, in aggregate, measure approximately 0.957 acres in size. They are relatively flat with mature street trees. An eclectic mix of residential, civic, and commercial retail are nearby. Ironwood Square, Kootenai Health, The North Idaho Eye Institute, and a strip mall are in close proximity. The residential component located on the north side of Emma Avenue is bookended between Kootenai Kids (daycare) and various professional offices and a coffee stand to the east. Sidewalks do not exist in front of the residential homes in the area.

A14. The City Engineer has indicated that expansion of the existing daycare center within the proposed C-17L zoned properties to the east would increase traffic. Although the Institute of Transportation Engineers'

Trip Generation Manual provides no direct comparison between land uses, it estimates that three single-family residential properties (Land Use Code 210) generate an average of 9.52 trips per dwelling unit for a total of 28.56 trips per day. For comparison, just one employee at a Day Care Center (Land Use Code 565) generates an average of 26.73 trips per day. Clearly a significant increase in trips will be generated from this change in land use. However, Emma Avenue has the available capacity to accommodate the additional traffic.

A15. The Planning and Zoning Commission held a public hearing on April 8, 2025, on the requested zone change and recommended approval to the City Council.

B. CONCLUSIONS OF LAW:

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

- B1. This proposal is in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities are available and adequate for the proposed use.
- B3. The physical characteristics of the site make it suitable for the request.
- B4. The proposal would not adversely affect the surrounding neighborhood character with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change does comply with the required evaluation criteria and approves the C-17L zoning.

Motion by Evans, seconded by Gabriel, to adopt the foregoing Findings and Order and approve the request.

ROLL CALL:

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

Motion to approve the zone change from R-12 to C-17L carried by a 6 to 0 vote.

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Judy Gardener

(the "Owner") the following lot(s) in the Riverview Cemetery:

Niche(s) NCB, Lot(s) 39,

Block(s) _____, Section(s) _____

according to the plat thereof, now on file and of record in the office of the Kootenai County
Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to
said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the
City Council as authorized by Idaho Code § 50-320.

DATED this ____ day of _____, 20__.

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk



CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services

Kelley Setters

6-3-25

Department Name

Employee

Date

REQUESTED BY:

Joseph Cosgrove

Name

509-823-7424

Address

Phone

Request is for: [X] Repurchase of Lot(s)

[] Transfer of Lots(s) from _____ to _____

Section: RIV Block: 8H Niche(s): _____ Lots(s): 295

Lot(s) are located in: [] Forest Cemetery [X] Forest Cemetery Annex. (Riverview)

Copy must be attached: [] Deed [] Certificate of Sale

Requester is: [X] owner [] executor [] other *Note: If "executor" or "other", affidavits of authorization must be attached.

Title Transfer Fee: \$ _____ Receipt No: _____

ACCOUNTING DEPARTMENT completes the following:

[X] Attach original contract.

Accountant Signature [Signature]

Date: 5/27/25

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: [X] Yes [] No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Joe Cosgrove

The purchase price of the Lot(s) when sold to the owner of record was \$ 1050 per lot.

Supervisor's Signature [Signature]

Date: 5/27/2025

LEGAL/RECORDS completes the following:

Certificate of Conveyance/Transfer received: [] Yes [] No

Requester is authorized to execute certificate: [] Yes [] No

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that the transaction be completed.

City Clerk's Signature _____ Date: _____

Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date: _____

CEMETERY SUPERVISOR completes the following:

Change of ownership noted in Book of Deeds: [] Yes [] No

Cemetery copy filed original and supporting documents returned to City Clerk: [] Yes [] No

Cemetery Supervisor's Signature _____ Date: _____

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council, the City of Coeur d'Alene does hereby convey to Joseph Cosgrove (the "Owner") the following lot(s) in the Riverview Cemetery:

Niche(s) _____, Lot(s) 295,

Block(s) H, Section(s) _____

according to the plat thereof, now on file and of record in the office of the Kootenai County Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the City Council as authorized by Idaho Code § 50-320.

DATED this ____ day of _____, 20__.

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk



Re: Fireworks Stands 2025
 From: Kelley Setters Deputy City Clerk

Location	Operated by	Distributor	
Corner of Ramsey and Prairie Rd	Eda Darwood 8505 Peach Lane Missoula, MT 59808	Bee-Rad Fireworks 8505 Peach Lane Missoula, MT 59808	X
Albertsons 220 Ironwood Dr	Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
Safeway 101 W Neider	Pamela Kyes 104 S Freya White Bldg Suite 120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
Super 1 Foods 305 W Kathleen	Eric Campbell S 104 Freya White Bldg #120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
Walgreens 225 W Appleway	Kristin Liberty 59 E Queen Ste 200 Spokane WA 97202	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	X
Ramsey & 1600 Appleway	Kimberly Craig 1600 W Appleway Ave Coeur d Alene, ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	X
Fred Meyer 560 W. Kathleen	Joe Witter 560 W Kathleen Ave Coeur d Alene, ID 83815	Phantom Fireworks PO Box 160421 Clearfield, UT 84016	
Lakeside Harvest Foods 1211 E Sherman	Bilul Momand 1211 E Sherman Ave Coeur d' Alene, ID 83814	TNT Fireworks 3928 204 th St Lynnwood, WA 98087	X
Rolling Thunder 5725 N Pioneer Dr	Dan Holmes 1723 W Durham Dr Coeur d' Alene, ID 83815	Winco Fireworks 712 W. Amidan Dr. #5 Ogden, UT 84404	

CITY COUNCIL STAFF REPORT

DATE: June 3, 2025
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-24-05, Mill River Waterfront Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot Residential subdivision.

HISTORY

- a. Applicant: Anna Drumheller, Entitlements Manager
Blue Fern Development 03, LLC
18300 Redmond Way Ste. 120
Redmond, WA 98052-5183
- b. Location: South of Grandmill Lane & Shoreview Lane
- c. Previous Action:
 1. Preliminary plat approval, August 14, 2024

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of a portion of Lot 3, Block 6, Mill River First Addition located in Coeur d'Alene. This subdivision created four (4) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

MILL RIVER WATERFRONT ADDITION

A REPLAT OF A PORTION OF LOT 3, BLOCK 6, MILL RIVER FIRST ADDITION (BOOK J, PAGES 202-202D)
 WITHIN GOVERNMENT LOTS 2 AND 3 (NW1/4 OF THE NE1/4 AND AND NE1/4 OF THE NW1/4),
 SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RECORDERS CERTIFICATE

THIS SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE
 RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF
 STORHAUG ENGINEERING ON BEHALF OF BLUE FERN
 DEVELOPMENT 03, LLC THIS _____ DAY OF _____
 20____ AT _____ M AND DULY RECORDED IN
 BOOK _____ OF PLATS, PAGE _____

INSTRUMENT _____, FEE _____

DEPUTY CLERK ON BEHALF OF
 JENNIFER LOCKE, COUNTY CLERK

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT BLUE FERN DEVELOPMENT 03, LLC, HAS CAUSED TO BE PLATTED
 INTO LOTS THE LAND SHOWN HEREON TO BE KNOWN AS MILL RIVER WATERFRONT ADDITION, SAID LAND BEING
 DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 6, OF MILL RIVER FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 202, INSTRUMENT
 NO. 1951995, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO;

EXCEPTING THEREFROM THE EASTERLY 30 FEET MEASURED ALONG THE NORTHERLY AND SOUTHERLY BOUNDARY
 LINES OF SAID LOT 3, PURSUANT TO THAT CERTAIN RECORD OF SURVEY FOR THE PURPOSE OF LOT LINE
 ADJUSTMENT RECORDED NOVEMBER 21, 2005, AS (BOOK) 24 (PAGE) 10, OFFICIAL RECORDS.

PER SUBDIVISION GUARANTEE ISSUED BY NORTH IDAHO TITLE INSURANCE, INC., GUARANTEE NO.
 G-2222-000090383, DATED JANUARY 28, 2025.

WATER AND SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE STORMWATER EASEMENT AS SHOWN HEREON IS HEREBY GRANTED LOTS 1, 2, AND 3, BLOCK 1.

A 15' WIDE SIDEWALK EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE.

PANHANDLE HEALTH DISTRICT

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

DATED THIS 15th DAY OF May, 2025.

K.C. Alb
 PANHANDLE HEALTH DISTRICT OFFICIAL

CITY ENGINEER

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE REQUIREMENTS FOR PUBLIC UTILITIES AND
 ROADWAYS HAVE BEEN MET ON
 THIS _____ DAY OF _____, 20____.

 PE # _____
 ENGINEER, CITY OF COEUR D'ALENE,

CITY COUNCIL

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE,
 IDAHO

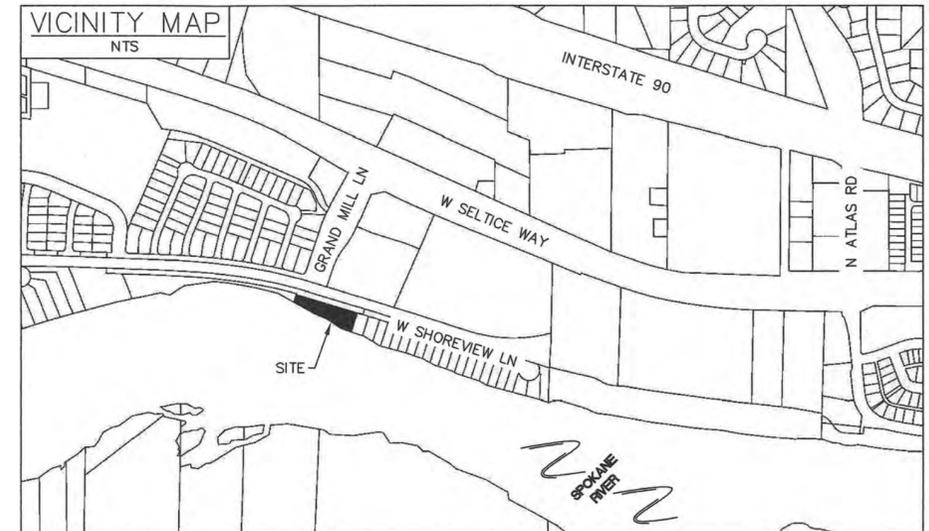
DATED THIS _____ DAY OF _____, 20____.

 CITY CLERK

COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS
 CERTIFICATE HAVE BEEN PAID THROUGH _____ THIS 15th DAY
 OF May, 2025 December 31, 2024

Kelly Ann Leahy
 KOOTENAI COUNTY TREASURER



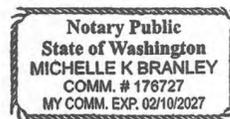
Max Capper
 BLUE FERN DEVELOPMENT 03, LLC

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 COUNTY OF King) ss.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON May 5, 2025 BY Max Capper
 AS Authorized Agent OF BLUE FERN DEVELOPMENT 03, LLC.

Michelle K Branley
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 MY APPOINTMENT EXPIRES: 2-10-2027



KOOTENAI COUNTY SURVEYOR

EXAMINED AND APPROVED, THIS _____ DAY OF _____, 20____.

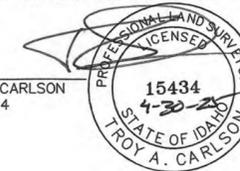
 KOOTENAI COUNTY SURVEYOR



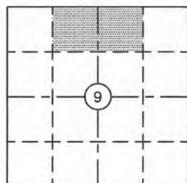
SURVEYOR'S CERTIFICATE

I, TROY A. CARLSON, PLS 15434, STATE OF IDAHO, DO HEREBY CERTIFY THAT
 THIS PLAT OF MILL RIVER WATERFRONT ADDITION AS SHOWN HEREON IS BASED
 UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES,
 DISTANCES AND CORNERS ARE STAKED AS SHOWN ON THE PLAT.

TROY A. CARLSON
 PLS 15434



22-325-WaterFront-FP.dwg 18x27 FP PGI



S9, T.50N., R4W., B.M.

civil engineering planning
 landscape architecture surveying

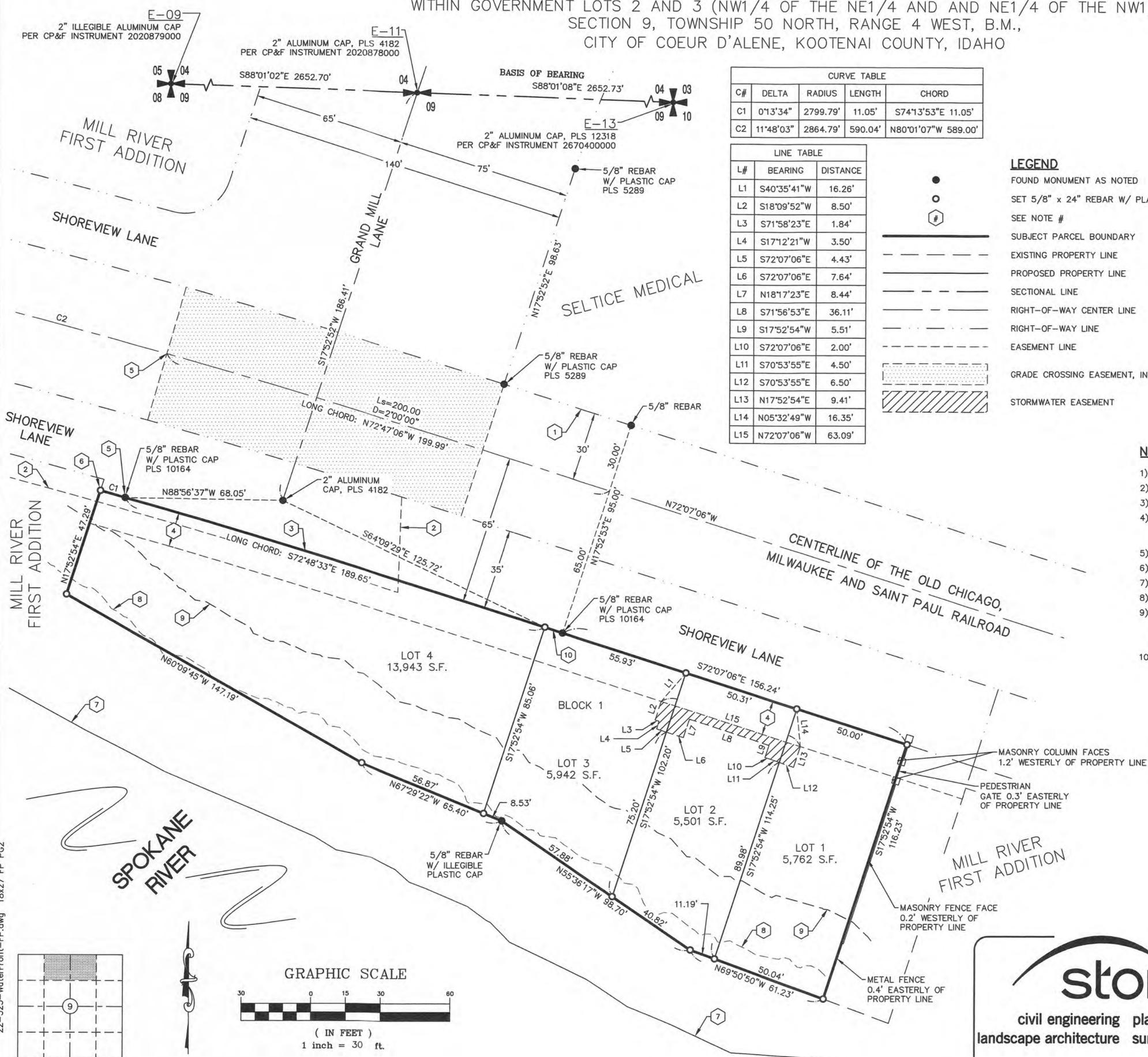
510 east third avenue | spokane, wa | 99202
 p 509.242.1000

DATE	04/24/2025	SCALE	NA
FIELD BOOK	22-011	DRAWN	JRB
PROJECT NUMBER	22-325	DRAWING NO.	1 OF 2

MILL RIVER WATERFRONT ADDITION

A REPLAT OF A PORTION OF LOT 3, BLOCK 6, MILL RIVER FIRST ADDITION (BOOK J, PAGES 202-202D) WITHIN GOVERNMENT LOTS 2 AND 3 (NW1/4 OF THE NE1/4 AND AND NE1/4 OF THE NW1/4), SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____



CURVE TABLE			
C#	DELTA	RADIUS	LENGTH
C1	0°13'34"	2799.79'	11.05'
C2	11°48'03"	2864.79'	590.04'

LINE TABLE		
L#	BEARING	DISTANCE
L1	S40°35'41"W	16.26'
L2	S18°09'52"W	8.50'
L3	S71°58'23"E	1.84'
L4	S17°12'21"W	3.50'
L5	S72°07'06"E	4.43'
L6	S72°07'06"E	7.64'
L7	N18°17'23"E	8.44'
L8	S71°56'53"E	36.11'
L9	S17°52'54"W	5.51'
L10	S72°07'06"E	2.00'
L11	S70°53'55"E	4.50'
L12	S70°53'55"E	6.50'
L13	N17°52'54"E	9.41'
L14	N05°32'49"W	16.35'
L15	N72°07'06"W	63.09'

- LEGEND**
- FOUND MONUMENT AS NOTED
 - SET 5/8" x 24" REBAR W/ PLASTIC CAP, PLS 15434
 - ⊠ SEE NOTE #
 - SUBJECT PARCEL BOUNDARY
 - - - EXISTING PROPERTY LINE
 - - - PROPOSED PROPERTY LINE
 - - - SECTIONAL LINE
 - - - RIGHT-OF-WAY CENTER LINE
 - - - RIGHT-OF-WAY LINE
 - - - EASEMENT LINE
 - ▨ GRADE CROSSING EASEMENT, INSTRUMENT: 1970562
 - ▩ STORMWATER EASEMENT

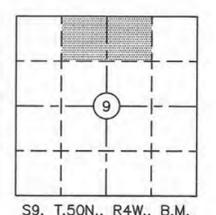
BASIS OF BEARING:
A BEARING OF S88°01'08"E WAS ASSUMED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 09, AS SHOWN HEREON.

- SURVEY REFERENCES:**
- R1 RECORDS OF SURVEY, BOOK 24 OF SURVEYS, PAGE 10
 - R2 RECORDS OF SURVEY, BOOK 24 OF SURVEYS, PAGE 34
 - R3 RECORD OF SURVEY, BOOK 28 OF SURVEYS, PAGES 470-470H
 - R4 PLAT OF EDGEWATER AT MILL RIVER, BOOK J OF PLATS, PAGES 60-60B
 - R5 PLAT OF MILL RIVER FIRST ADDITION, BOOK J OF PLATS, PAGES 202-202D
 - R6 PLAT OF SELCTICE MEDICAL, BOOK K OF PLATS, PAGES 90-90A

SURVEYOR'S NARRATIVE:
THIS SURVEY IS A RETRACEMENT OF THE RECORD OF SURVEY RECORDED IN BOOK 24 OF SURVEYS AT PAGE 10, RECORDS OF KOOTENAI COUNTY, WASHINGTON.

- NOTES:**
- 1) 30' OFFSET OF SPIRAL CURVE OF RAILROAD CENTERLINE, LONG CHORD: N72°10'24"W, 57.57'
 - 2) PIPELINE AND COMMUNICATION EASEMENT, INSTRUMENT 1885329
 - 3) 65' OFFSET OF SPIRAL CURVE OF RAILROAD CENTERLINE, LONG CHORD: S72°48'33"E, 189.65'
 - 4) 15' UTILITIES EASEMENT PER R5. A SIDEWALK EXISTS WITHIN THIS EASEMENT, NO EASEMENT FOR THE SIDEWALK HAS BEEN PROVIDED OR FOUND. A 15' SIDEWALK IS GRANTED TO COINCIDE WITH THE 15' UTILITIES EASEMENT.
 - 5) RADIAL BEARING: N15°52'54"E
 - 6) RADIAL BEARING: N15°39'20"E
 - 7) WATER LEVEL AS SURVEYED ON 02-08-2022
 - 8) VEGETATION LINE AS SURVEYED ON 02-08-2022
 - 9) THE 25 FEET SHORELINE SETBACK, AS SHOWN HEREON, IS BASED ON THE HIGH WATER MARK OF THE SPOKANE RIVER AS DEMARCATED BY THE VEGETATION LINE ALONG THE BANK OF THE RIVER, AS SHOWN HEREON, AS DEFINED BY THE CITY OF COEUR D'ALENE, IDAHO, CODE OF ORDINANCES 17.08.940(D).
 - 10) 65' OFFSET OF SPIRAL CURVE OF RAILROAD CENTERLINE, LONG CHORD: S72°07'11"E, 8.07'

22-325-WaterFront-FP.dwg 18x27 FP P62



storhäug
civil engineering planning
landscape architecture surveying
510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 04/24/2025	SCALE 1" = 30'
FIELD BOOK 22-011	DRAWN JRB
PROJECT NUMBER 22-325	DRAWING NO. 2 OF 2

S9, T.50N., R4W., B.M.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2025
FROM: Lee White, Police Chief
SUBJECT: Requesting Budget Authority to Construct a 60' x 40' Training Facility at the Police Department in an amount not to exceed \$145,000

DECISION POINT: Should Council approve the construction of a training facility at the Police Department in the amount not to exceed \$145,000?

HISTORY: The Streets & Engineering, Fire, and Police Departments currently share the 3800 Ramsey campus. The expanding needs for space for each Department has prompted a collaborative discussion, planning, and redesign of our campus to best accommodate each Department. The Police Department is in dire need of a space to conduct force-on-force training and realistic training scenarios for our officers and specialty units such as K9 and SWAT. The Coeur d'Alene Police Department has never had a location to conduct scenario-based training safely. We have attempted to conduct such training at the fire tower or in our parking lot previously; however, that has proven to be not only hazardous, but inadequate as well.

FINANCIAL ANALYSIS: This building is not in the current financial plan; however, the Police Department will have adequate vacancy savings during this fiscal year to cover this purchase. The Police Department followed State law and the City's Purchasing Policy, soliciting multiple bids for the project over the course of the last eleven weeks. CDA Structures provided a bid of \$129,487 which is reasonable for the structure contemplated and consistent with current building prices. There may be some site prep work and disposal that the Street Department indicated they can conduct at minimal cost, thus the "not to exceed" price above the lowest quote to cover some of the anticipated expenses from that department.

The only other responsive company provided a bid of \$171,621.00 to remodel the current salt building or \$172,208 to demolish and rebuild. The engineer who came to look at the salt building to see if it can be retrofitted has not yet provided any approximate costs to the City, nor have we been able to find a contractor willing to conduct the work if feasible. However, in the event that the engineer is able to retrofit the existing structure at a price lower than the bid by CDA Structures, the City would select that alternative.

Pursuant to the Purchasing Policy, when a project is not in the current financial plan, the Department must have a compelling justification for making the procurement during the current fiscal year. The reason for the request at this time is that it fits with the master planning and current building construction being done at that location currently. The electrical conduit, trenching, and other site prep work can be completed at the same time as the PD Support Services Building which is currently under construction thereby reducing costs and disruption to operations. Additionally, prices for supplies is anticipated to increase and locking into a contract price now may save the taxpayers money.

The current salt storage roof and related supports have been requested to be re-utilized by the Streets Department at a later date if the building is to be replaced. As such, they have requested to complete the removal of the roof and complete the necessary demolition and site prep for the training facility, if approved. The cost of waste disposal and other related demolition-related expenses incurred by the Streets Department will be paid for by the Police Department and is covered in the “not to exceed” price listed herein.

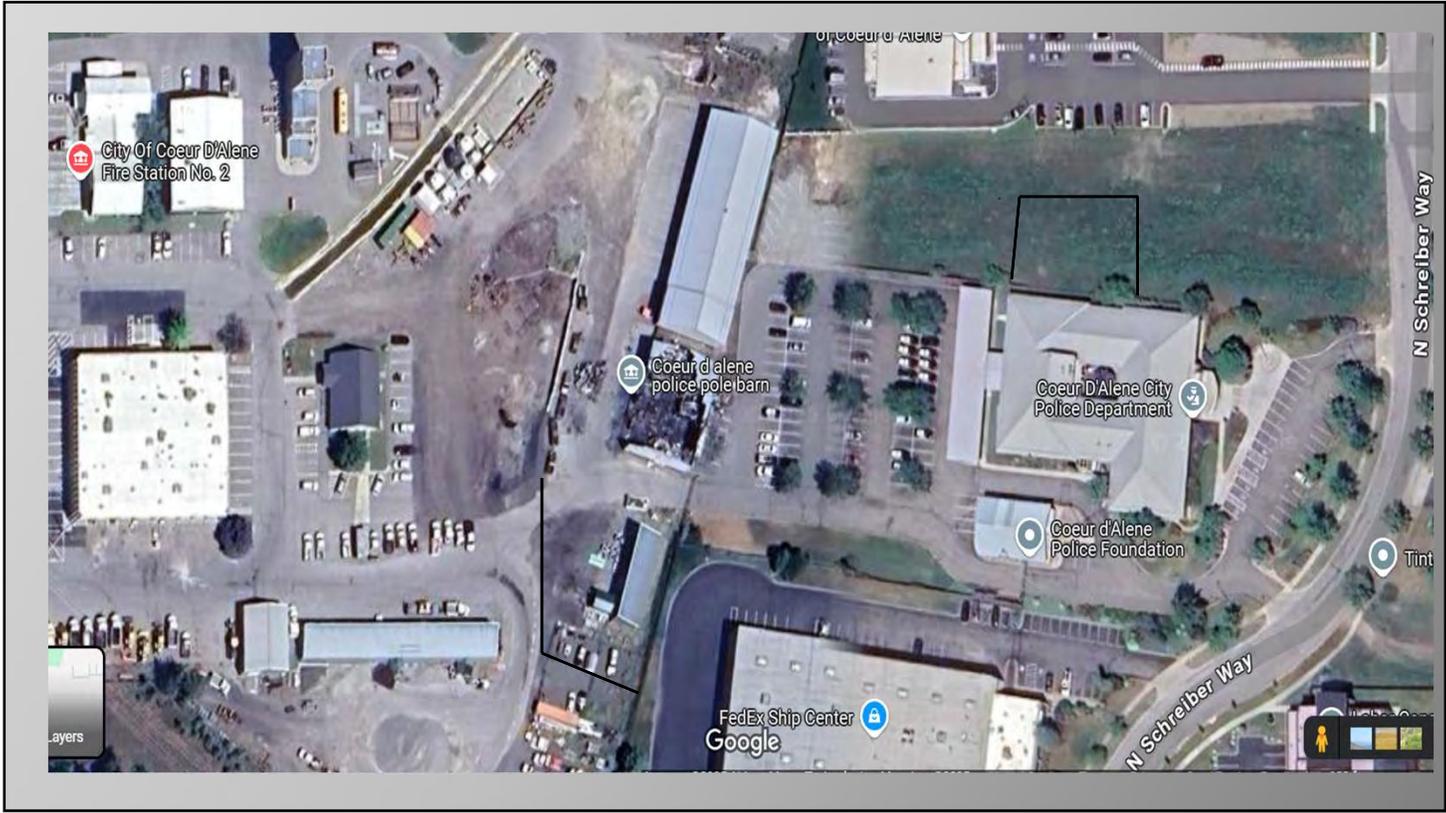
PERFORMANCE ANALYSIS: The members of the police department need a place to train to ensure a competent, safe, and professional response to emergency calls. Although a training facility of this type has been requested for years, the timing of this request is ideal because of the current construction and planning efforts already underway.

DECISION POINT/RECOMMENDATION: The Police Department requests budget authority from Council for the construction of a training facility at the Police Department in the amount not to exceed \$145,000.

Police Department Training Facility



1



2



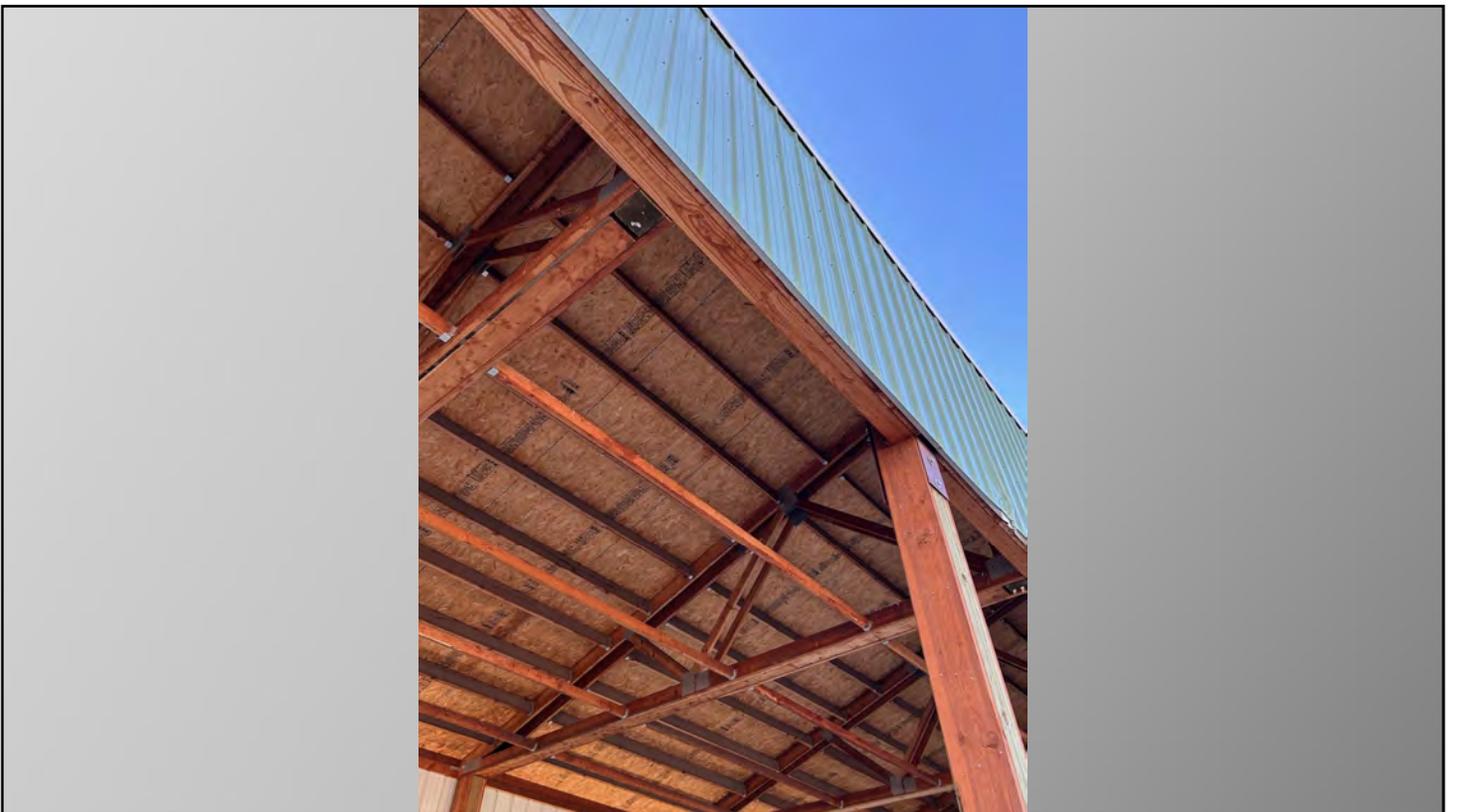
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6



7

Request for Authorization

The police department requests authorization to construct a 40' x 60' pole building from CDA Structures at the Police Department in the amount not to exceed \$145,000.



8

RESOLUTION NO. 25-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROPRIATING AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$145,000.00) FOR THE CONSTRUCTION OF A POLE BUILDING OR REMODEL OF AN EXISTING BUILDING FOR A POLICE TRAINING FACILITY.

WHEREAS, the City duly requested bids for the construction of a 60' x 40' pole barn building for a training facility for the Police Department; and

WHEREAS, based on the bids receives, it appears that the cost of construction of a new pole building or the remodel of an existing building will not exceed one hundred forty-five thousand and no/100 dollars (\$145,000.00); and

WHEREAS, the construction or remodel is projected to occur in 2025, but the exact construction dates are unknown due to the ongoing work for the Streets & Engineering Department's Salt Barn; and

WHEREAS, it is prudent to appropriate the necessary funds now so that construction/remodel can begin as soon as reasonably practicable; and

WHEREAS, the Police Chief for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene appropriate an amount of one hundred forty-five thousand and no/100 dollars (\$145,000.00) for the project, using police vacancy savings; and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens thereof to appropriate such funds.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City appropriate the amount of one hundred forty-five thousand and no/100 dollars (\$145,000.00) for the construction of a pole building or remodel of an existing building for a Police training facility, using police vacancy savings.

DATED this 3rd day of June, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2025
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: Approval of establishing the “Art Spotlight CDA” Program

DECISION POINT: Should Council approve the establishment of a program entitled Art Spotlight CDA with a total funding of \$15,000 annually?

HISTORY: 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 wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999, 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. Performing arts are a distinguishing part of our public history and culture. Theatre, music, dance, and opera create and enhance the neighborhood and community identity. These live performances and the organizations that produce them add to the cultural landscape and character of the City.

The Art Spotlight CDA program is intended to support performing arts organizations to sustain and broaden their programs for the enrichment of the community and support of programming that draws audiences both locally and nationwide. Throughout the year, Coeur d’Alene attracts thousands of visitors; a rich offering of performing arts increases what the City has to offer.

The Coeur d’Alene Arts Commission will publish a call for performing arts organizations to submit applications for funds that will contribute to the creation of theatre, dance, music, and opera productions and related programming. Applications must include a one (1) three (3) page letter that describes in detail the project, program, or production 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 a sponsor.

Eligibility criteria include:

- Applicants must be based in Kootenai County, Idaho
- Applicants must be a 501(c)(3) nonprofit organization
- Applicants must be in good standing with the City and the community
- Applicant companies must have completed at least five (5) years of performing arts programming prior to the application deadline date
- Applicants may submit one (1) application per grant cycle year

- Applicants must be from an organization that regularly schedules and engages performing artists to perform before general audiences in the community and manages the related performance logistics as an ongoing and significant component of their organization's activity

The call will be publicly published from July 1 – August 15, 2025. From the submissions, a Selection Committee will select the projects, programs, and/or productions to receive the funding. The Committee will be composed of local arts professionals, local citizens, a council member, and other members as determined by the Arts Commission. Selection criteria to be used for consideration shall include but not be limited to the following: community impact, artistic quality, context, sustainability, appeal, content, creativity, and feasibility.

The first- year period will run from the beginning of November 2025, through the end of October 2026 with a second-year option running from November 2026 through the end of October 2027.

FINANCIAL ANALYSIS: 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 in the same amount may be paid to the companies at the start of the second year for the same project, program, production, 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.

DECISION POINT/RECOMMENDATION: Council should approve the establishment of the Art Spotlight CDA program with a total funding of \$15,000 annually.

RESOLUTION NO. 25-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ESTABLISHMENT OF THE ART SPOTLIGHT CDA PROGRAM WITH A TOTAL FUNDING OF \$15,000 ANNUALLY.

WHEREAS, the City Administrator for the City of Coeur d'Alene and the City of Coeur d'Alene Arts Commission have recommended that the City create a program entitled "Art Spotlight CDA"; and

WHEREAS, the Art Spotlight CDA program is intended to support performing arts organizations to sustain and broaden their programs for the enrichment of the community and support of programming that draws audiences both locally and nationwide; and

WHEREAS, the first year of the program will begin November 2025 and continue through the end of October 2026, with an option for a second year running from November 2026 through the end of October 2027.

WHEREAS, the total funds to be provided, using dedicated Art Fund dollars, would not exceed \$15,000 annually; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City create and adopt the Art Spotlight CDA Program with a total funding of \$15,000.00 annually, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said program documents to the extent the substantive provisions of the program remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute any documents on behalf of the City as may be necessary to implement the program.

DATED this 3rd day of June, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: June 3, 2025

FROM: Kyle Marine, Water Department Director

SUBJECT: Water Rates and Capitalization Fees

DECISION POINT: Council should provide feedback to Staff regarding the implementation of the Rate and Capitalization Fee Study.

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. Over the past several years, Administration and Water Department staff have discussed rising concerns about increasing water usage, particularly related to irrigation use and green spaces. Facilities used for peak irrigation often sit idle two-thirds of the year. Prior rate studies implemented stepped rate structures to curb irrigation use and promote more efficient practices, but those measures have not effectively reduced consumption. Irrigation accounts for nearly 75% of summer water production, running from mid-to-late May through September. While we currently meet overall daily demands, peak hourly irrigation loads in the early morning exceed our system's instantaneous pumping capacity, drawing heavily on our 8-million-gallon storage capacity. With continued growth, we are required to install new infrastructure and upgrade distribution systems to meet current and future demand. Historically, the Water Department has managed capital improvements without taking on debt. However, the significant rise in construction costs over the last several years has outpaced our capitalization fees, requiring a re-evaluation of our funding model for upcoming projects.

FINANCIAL ANALYSIS: Constructing public water infrastructure is becoming significantly more expensive. A new well costs approximately \$2.5 to \$3.5 million and takes 3 to 5 years to bring online and drinking water storage ranges between \$5 to \$9 per gallon, meaning a 1-million-gallon tank may cost \$5 to \$9 million, depending on site-specific conditions. Acquiring new sites is also increasingly difficult unless integrated with new developments like Coeur Terre. A loan for a \$6.7 million drinking water tank is likely unavoidable. The tank pad design is currently in progress, and the \$6.7 million cost will require taking out a \$4–5 million loan in 2026 to help fund this tank. Detailed cash flow and payout timelines for these debt scenarios are included in the attached spreadsheet.

In response to these increasing demands, we are proposing a water rate increase annually for the next five years. This action would:

- Provide stable revenue for both operations and capital projects.
- Offset the need for deeper cuts or deferred infrastructure investments.
- Allow us to maintain service reliability while supporting growth.

The Water Department worked with FCS to develop three financial scenarios showing the required capital cost, reductions in capital improvement projects, and projected rate increases associated with each option.

PERFORMANCE ANALYSIS: The most pressing issue is that current water rates are not sufficient to cover long-term infrastructure replacement costs. For example, a typical single-family dwelling currently pays a base rate of approximately \$11 per month. Considering the 50 to 75-year life expectancy of a standard 1” service line, the revenue generated over its lifespan will not be enough to cover the cost of replacing that service line once it fails. This does not include the cost of replacing the associated water mains. Usage-based charges help fund ongoing system needs such as well maintenance, reservoir operations, water main replacements, meter replacement, energy costs, and other essential maintenance activities. However, these revenues are increasingly strained by additional infrastructure demands, requiring dedicated wells to meet excessive irrigation use. Turf grass alone requires a minimum of 1 inch of water per week, or about 27,500 gallons per acre, just to remain green. Unfortunately, most irrigation systems are only 30% to 40% efficient, leading to significant waste due to inefficient design, mismatched sprinkler heads, system leaks, and evaporation from daytime watering. As infrastructure and operational costs continue to rise, the current funding model is not sustainable. The system cannot continue to sustain itself or expand without either significant upgrades to infrastructure or major changes in customer usage behavior, particularly in reducing inefficient irrigation.

DECISION POINT / RECOMMENDATION: Council should provide staff feedback regarding fee scenarios to be included in the July 15, 2025, fee public hearing, with an effective date of August 1, 2025.



CITY OF COEUR D'ALENE

Water Rates and Capitalization Fee

June 3, 2025



1

Discussion Overview

- Rate and capitalization fee study completed
- Rate Study
 - » Revenue requirement overview
 - » Key assumptions
 - » Summary of scenarios
- Capitalization fee
 - » Overview and fee schedule
- Next steps



Slide 2

2



Revenue Requirement – What do our rates need to cover?



- Determine the amount of annual revenue necessary to cover:
 - » Operating and maintenance expenses
 - » Debt service
 - » Capital costs
- Maintain reserve balances at target levels
- Evaluate revenue sufficiency over multi-year period
- Develop rate plan to balance financial needs and minimize customer impacts



Slide 3

3



Rate Study Key Assumptions

 <p>Forecast Basis Study Period: FY 2025- FY 2032 Budget FY 2025 used as baseline</p>	 <p>Operating Reserve Target 90 days of OpEx (\$1.4M - \$1.8M)</p>	 <p>Customer Growth 1.15% 300 new units/year</p>	 <p>Annual Fee Revenue Rates (\$7.9 – \$8.6M)</p>
 <p>Expense Inflation Average of 3.5% annual cost inflation</p>	 <p>Capital Plan FY 2025 – FY 2032 \$84.3 M</p>	 <p>New Debt Service Avg. \$736K per year (FY 2026 Lease)</p>	 <p>Capitalization Fees Phase-in to maximum calculated charge over 3 years</p>



Slide 4
AS

4

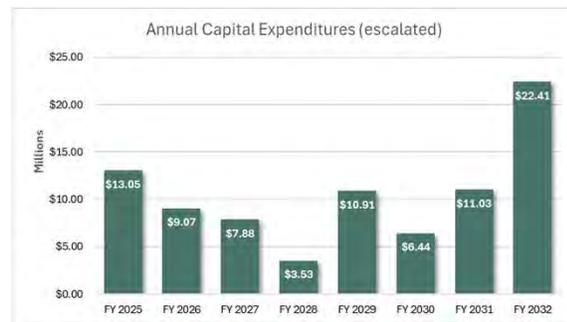


Water Revenue Requirement Scenarios

5

Key Components

Description	FY 2025 - FY 2032
O&M Expenses	\$5.75 mil - \$7.46 mil
Existing Debt Service	\$0
Future Debt Service	\$736,000/per year
Total CIP (FY2025 - FY2032)	\$84,313,400



- Total capital plan identifies \$84.3 million in capital investment from FY 2025 – FY 2032.
 - » Capital is funded by a mix of rate revenues, capitalization charge revenues and lease proceeds
 - » \$5.0M in lease proceeds in FY 2026

6

Revenue Requirement Scenarios

- Scenario 1: Funding the full capital plan:

Sample Bill	Existing	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Proposed Increases		22.00%	22.00%	22.00%	2.00%	2.00%	2.00%	2.00%	0.00%
Sample Residential Monthly Bill	\$23.77	\$29.00	\$35.38	\$43.16	\$44.03	\$44.91	\$45.80	\$46.72	\$46.72
\$ Difference		\$ 5.23	\$ 6.38	\$ 7.78	\$ 0.86	\$ 0.88	\$ 0.90	\$ 0.92	\$ -

Note: Assumes 3/4" meter and 12 kgals monthly

Funds the full \$84.3M capital plan

- Scenario 2: Funding a reduced capital plan:

Sample Bill	Existing	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Proposed Increases		8.60%							
Sample Residential Monthly Bill	\$23.77	\$25.81	\$28.03	\$30.45	\$33.06	\$35.91	\$38.99	\$42.35	\$45.99
\$ Difference		\$ 2.04	\$ 2.22	\$ 2.41	\$ 2.62	\$ 2.84	\$ 3.09	\$ 3.35	\$ 3.64

Note: Assumes 3/4" meter and 12 kgals monthly

Removes \$16.0M in near-term capital costs (\$68.3M funded)



Slide 7

7

S2: Reduced Capital Plan - Risks

Cut Project	Year	Cost	Risk
Upper Zone Water Supply	FY 2026	\$2,240,000	Could slow city growth
New meters/hydrants/lines	FY 2026	\$400,000	Less maintenance now, bigger repairs later
Fixing miscellaneous system areas	FY 2026	\$500,000	More failures/higher cost in future
High Zone Transmission Main	FY 2027	\$3,370,000	Water pressure issues could continue
Repainting Prairie Standpipe	FY 2027	\$600,000	Tank lifespan will be shorter, more expensive later
New meters/hydrants/lines	FY 2027	\$330,000	Less maintenance now, bigger repairs later
Fixing miscellaneous system areas	FY 2027	\$400,000	More failures/higher cost in future
Pump waste rerouting	FY 2029	\$50,000	Could cause stormwater flooding
Water rights	FY 2029	\$55,000	Without a well built, won't be needed
High Zone Water Pipe	FY 2029	\$6,220,000	Could cause supply problems/water restrictions
New meters/hydrants/lines	FY 2029	\$175,000	Less maintenance now, bigger repairs later
Government Way Piping	FY 2030	\$1,670,000	I-90 bridge will need this at some point
TOTAL		\$16,010,000	



Slide 8

8



5-Year Capital Improvement Plan

Project Number	Capital Improvement Project Title	Description of Project	Targeted Date When Project will Start	Estimated Cost of Improvement in 2023 Dollars	% Allocated to Growth	% Required by City	\$ Growth (CAP Fees)	\$ Existing Users (Water)	2023		2024		2025		2026		2027		2028		2029	
									Existing Users	Growth	Existing Users	Growth										
Water																						
S-1	High Zone Additional Supply	4.0 MG gpm well	2023	\$ 2,800,000	100%	\$ -	\$ 2,800,000															
S-2	General Zone Additional Supply	1.0 MG gpm well	2023	\$ 2,800,000	100%	\$ -	\$ 2,800,000															
S-3	High Zone Additional Supply	4.0 MG gpm well	2023	\$ 2,800,000	100%	\$ -	\$ 2,800,000															
S-4	High Zone Additional Supply	4.0 MG gpm well	2023	\$ 2,800,000	100%	\$ -	\$ 2,800,000															
S-5	Pumps to assist with flow	Install existing wells during 75 month construction	2023	\$ 50,000	100%	\$ -	\$ 50,000														\$ 50,000	
S-6	High Zone Water Treatment	Replace existing wells during 75 month construction	2023	\$ 1,700,000	100%	\$ -	\$ 1,700,000															
S-7	Water WTP Installation	Installation of FPU aboveground filter	2023	\$ 90,000	100%	\$ -	\$ 90,000															
S-8	Regular Pump Rehabilitation	Annual Pump Rehabilitation	Ongoing	\$ 100,000	100%	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
S-9	General Zone Generator Maintenance	Annual Generator Fuel System Maintenance	Ongoing	\$ 100,000	100%	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
S-10	Soft Start Replacement	Replace Soft Start Replacement	Ongoing	\$ 100,000	100%	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
S-11	Water Right (WR)	Remotely Automated Water Right - Water Right	2024	\$ 20,000	100%	\$ -	\$ 20,000			\$ 20,000												
S-12	WATER Maintenance	Annual WATER Maintenance	Ongoing	\$ 50,000	100%	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
S-13	General Zone Additional Supply	4.0 MG gpm well	2023	\$ 2,800,000	100%	\$ -	\$ 2,800,000															
Water Storage																						
S-14	Water Storage	Additional Pump & Station Upgrade	2023	\$ 200,000	100%	\$ -	\$ 200,000														\$ 200,000	
S-15	Water Storage	Pump Modifications with Service Gate	2023	\$ 100,000	100%	\$ -	\$ 100,000															
S-16	Water Storage	Soft Station and Fire, New Station to Repair	2022	\$ 3,000,000	100%	\$ -	\$ 3,000,000															
S-17	Water Storage	Additional Pump	2024	\$ 500,000	100%	\$ -	\$ 500,000														\$ 500,000	
S-18	Water Storage	Booster Station Upgrade	2025	\$ 2,000,000	100%	\$ -	\$ 2,000,000														\$ 2,000,000	
S-19	Water Storage	Additional Pump	2023	\$ 1,000,000	100%	\$ -	\$ 1,000,000														\$ 1,000,000	
Storage																						
S-20	High Zone Storage	1 MG Storage in 100 MG Reservoir	2023	\$ 800,000	100%	\$ -	\$ 800,000														\$ 800,000	
S-21	High Zone Storage	0.5 MG of Storage	2023	\$ 1,700,000	100%	\$ -	\$ 1,700,000														\$ 1,700,000	
S-22	High Zone Storage	0.4 MG of Storage	2023	\$ 1,600,000	100%	\$ -	\$ 1,600,000														\$ 1,600,000	
S-23	General Zone Storage	0.4 MG of Storage	2023	\$ 1,700,000	100%	\$ -	\$ 1,700,000														\$ 1,700,000	
S-24	General Zone Storage	0.4 MG of Storage	2023	\$ 1,600,000	100%	\$ -	\$ 1,600,000														\$ 1,600,000	
S-25	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2022	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-26	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2023	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-27	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2024	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-28	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2025	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-29	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2026	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-30	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2027	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-31	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2028	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-32	Rehabilitation of Water Storage	Rehabilitation of the Exterior	2029	\$ 400,000	100%	\$ -	\$ 400,000														\$ 400,000	
S-33	High Zone Storage	0.4 MG of Storage	2023	\$ 1,600,000	100%	\$ -	\$ 1,600,000														\$ 1,600,000	
S-34	High Zone Storage	0.4 MG of Storage	2023	\$ 1,600,000	100%	\$ -	\$ 1,600,000														\$ 1,600,000	
Transmission																						
S-35	High Zone Transmission Main	16 inch HD PE Transmission Main	2024	\$ 8,400,000	100%	\$ -	\$ 8,400,000				\$ 8,400,000											
S-36	High Zone Transmission Main	16 inch main between Hartley Blvd and Phyllis Blvd	2027	\$ 3,375,000	100%	\$ -	\$ 3,375,000														\$ 3,375,000	
S-37	High Zone Transmission Main	16 inch main along W 10th	2027	\$ 3,225,000	100%	\$ -	\$ 3,225,000														\$ 3,225,000	
S-38	High Zone Transmission Main	16 inch main for future open well	2023	\$ 3,480,000	100%	\$ -	\$ 3,480,000														\$ 3,480,000	
S-39	High Zone Transmission Main	16 inch main between W 10th and E 10th	2023	\$ 3,225,000	100%	\$ -	\$ 3,225,000														\$ 3,225,000	
S-40	High Zone Transmission Main	16 inch main between W 10th and E 10th	2023	\$ 3,225,000	100%	\$ -	\$ 3,225,000														\$ 3,225,000	
S-41	High Zone Transmission Main	16 inch main between W 10th and E 10th	2023	\$ 3,225,000	100%	\$ -	\$ 3,225,000														\$ 3,225,000	
S-42	High Zone Transmission Main	16 inch main between W 10th and E 10th	2023	\$ 3,225,000	100%	\$ -	\$ 3,225,000														\$ 3,225,000	
S-43	General Zone - Water Lifting	Replace 12 inch to 16 inch Water Lifting	2023	\$ 675,000	100%	\$ -	\$ 675,000														\$ 675,000	
S-44	General Zone - Government W/Paving	Replace 8 inch piping near 100 Christmas	2023	\$ 1,675,000	100%	\$ -	\$ 1,675,000														\$ 1,675,000	
S-45	General Zone - Energy Ave Paving	Upgrade piping to 12 inch and 16 inch	2024	\$ 1,700,000	100%	\$ -	\$ 1,700,000														\$ 1,700,000	
S-46	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-47	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-48	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-49	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-50	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-51	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-52	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-53	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-54	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-55	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-56	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-57	General Zone - Lincoln Way Paving	Upgrade piping to 12 inch and 16 inch	2026	\$ 810,000	100%	\$ -	\$ 810,000														\$ 810,000	
S-58	Water WTP Installation	Water WTP Installation	Ongoing	\$ 1,500,000	100%	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
S-59	Water WTP Installation	Water WTP Installation	Ongoing	\$ 1,500,000	100%	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
S-60	Water WTP Installation	Water WTP Installation	Ongoing	\$ 1,500,000	100%	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
S-61	Water WTP Installation	Water WTP Installation	Ongoing	\$ 1,500,000	100%	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
S-62	Water WTP Installation	Water WTP Installation	Ongoing	\$ 1,500,000	100%	\$ -	\$ 1,500,000	\$ 1,500,000</														



20-Year Capital Improvement Plan

Project Number	Capital Improvement Project Title	2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		
		Existing Users	Growth																											
Water																														
S-1	High Zone Additional Supply																													
S-2	Low Zone Additional Supply	\$ 960,000		1,940,000																										
S-3	High Zone Additional Supply																													
S-4	High Zone Additional Supply																													
S-5	Pump Upgrade																													
S-6	High Zone Water Treatment																													
S-7	High Zone Water Treatment																													
S-8	High Zone Water Treatment																													
S-9	High Zone Water Treatment																													
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S-82	High Zone Water Treatment																													



Capitalization Fee Schedule

13

Overview of Capitalization Fee

<p>One-time charge to new connections, not ongoing rates</p>	<p>Based on the replacement cost of system infrastructure investment</p>	<p>Recovers value of system capacity new user will utilize</p>
<p>Includes only existing infrastructure in use</p>	<p>Used only for capital costs</p>	<p>Calculated fee follows methodology set by 2015 Idaho Supreme Court ruling</p>

 FCS
A Bechtel Company

Slide 14
AV

14

Capitalization Fees – 3 Year Phase In Proposed

- Fee would be phased in to updated charge level by year 3, based on schedule below:

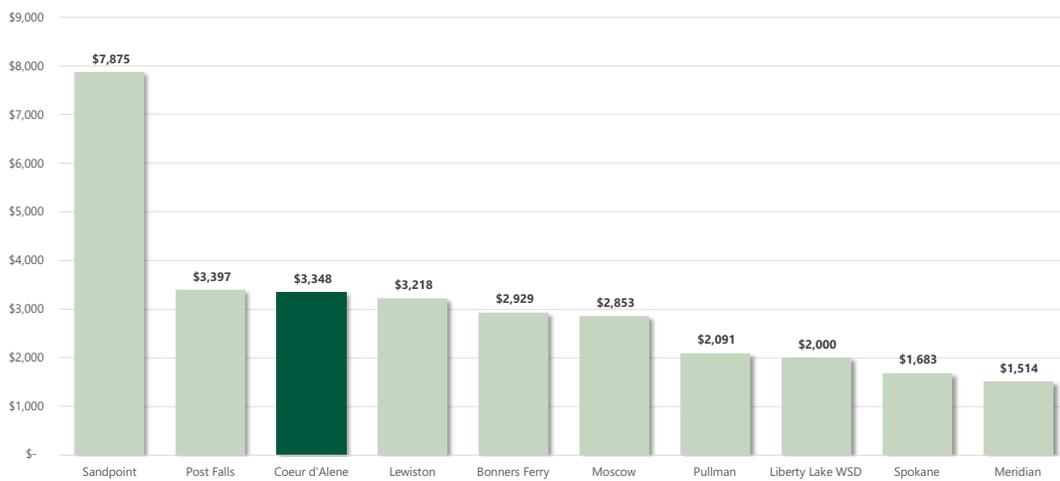
Meter Size	Existing	FY 2026	FY 2027	FY 2028	% Increase		
					FY 2026	FY 2027	FY 2028
3/4"	\$ 3,348	\$ 4,911	\$ 7,367	\$ 9,823	47%	50%	33%
1"	5,593	8,202	12,303	16,404	47%	50%	33%
1.5"	11,150	16,354	24,532	32,709	47%	50%	33%
2"	17,847	26,177	39,265	52,354	47%	50%	33%
3"	35,728	52,403	78,605	104,806	47%	50%	33%
4"	55,820	81,871	122,806	163,741	47%	50%	33%
6"	111,604	163,692	245,538	327,384	47%	50%	33%
8"	178,575	261,917	392,876	523,834	47%	50%	33%
10"	256,727	376,546	564,819	753,092	47%	50%	33%



Slide 15

15

Capitalization Fee Survey



Slide 16

16



Summer consumption is 40 MGD. That is equivalent of filling Prairie standpipe 20 times in 1 day.



Slide 17

17



Next Steps

- Incorporate Council feedback
- Public hearing scheduled for July 15, 2025
- Rates effective August 1, 2025
 - » Future rate increases effective April 1st



Slide 18

18

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2025
FROM: Randy Adams, City Attorney
SUBJECT: SAUSA Memorandum of Understanding

DECISION POINT: Should Council approve a Memorandum of Understanding for a partnership to fund a new Special Assistant United States Attorney (SAUSA) for north Idaho to help combat drug trafficking?

HISTORY: The devastating consequences of the opioid epidemic in general, and the fentanyl epidemic specifically, have affected families, strained law enforcement resources, and left local populations grappling for solutions to combat the pervasive impacts of substance abuse. This is especially true in north Idaho, where Interstate 90 and Highway 95 serve as major corridors for drug trafficking from Washington, Montana, and Canada, disseminating large quantities of controlled substances throughout the northern part of the State. In response to this pressing issue, Governor Brad Little pioneered Operation Esto Perpetua, a project that sought to identify Idaho-specific solutions to the fentanyl crisis. A Citizens Action Group was formed as part of the project, and one of its primary recommendations was to establish a Special Assistant U.S. Attorney (“SAUSA”) position to be stationed out of the Coeur d’Alene branch of the United States Attorney’s Office (“USAO”). Under the proposed SAUSA structure, a collaboration of federal, state, and local public entities (cities and counties) will unify to pool the resources necessary to fund a SAUSA position, with one local entity acting as the host agency and taking on the responsibility of serving as the administrator for said position. Said arrangement shall be known as the North Idaho SAUSA Initiative. Similar initiatives have already been established in Boise and Pocatello, with great success.

Discussions with local officials began in June 2023 when a meeting was set up for June 28 involving the Mayors and/or Police Chiefs, as well as other officials, from Post Falls, Moscow, Bonner County, and Coeur d’Alene. Shoshone County ultimately agreed to host the SAUSA and its prosecutor, Ben Allen, worked for over a year to identify funding sources for this position which would not burden taxpayers. By the end of the legislative session this year, the major funding pieces were in place.

FINANCIAL ANALYSIS: The total annual cost for the SAUSA is \$140,000.00. Of that amount, the Governor’s Office is contributing \$75,000.00 and the Oregon-Idaho High Intensity Drug Trafficking Area (HIDTA) is contributing \$50,000.00. The remaining \$15,000.00 would be contributed by local jurisdictions that expressed interest in the program---Shoshone County, Nez Perce County, Latah County, Kellogg, Wallace, Lewiston, Osburn, Post Falls, Wardner, Pinehurst, Smeltonville, Mullan, and Coeur d’Alene. The North Idaho SAUSA will begin work on July 1, 2025. However, because the State recognizes that local jurisdictions must budget for this expense, the State will cover the \$15,000 local contribution until October 1, when the new budgets take effect. It is anticipated that Coeur d’Alene contribution will be \$3,000.00 or less.

The Legal Department has included \$3,000.00 in its budget request this year to pay the City's contribution to the SAUSA position.

PERFORMANCE ANALYSIS: The SAUSA positions in Boise and Pocatello have lengthy track records of protecting those communities through local partnership and federal prosecutions that remove dangerous offenders from Idaho and shifts the burden to the federal government for the costs of their prosecution and incarceration. Former Chief City prosecutor Wes Somerton said: "It is the perfect fit to the Opioid Settlement funds received to help fight the opioid crises funding that the City receives from the State. This is the natural extension of the City creation of a drug team to deal specifically with opioids that the city council approved in the last couple of months. To make laws enforceable they need to be enforced in coordination between police/sheriff and prosecutors. One without the other is illogical and does not work." This position, of course, is not a panacea, but is certainly one piece of the opioid crisis puzzle that includes the grant accepted by the Police Department in June 2024 for a device to test fentanyl.

It has been noted by some that there have been challenges working with the Federal system on drug-related crimes in the past. In fact, HIDTA decided not to fund such a position in the past based on the perceived lack of need. However, the program involves a SAUSA who is dedicated to prosecuting drug traffickers using the north Idaho corridors and HIDTA has now determined to contribute significant funding for this position. It seems logical to assume that anything which makes north Idaho difficult for drug traffickers will reduce the amount of drugs in the area and, consequently, the number of drug-related crimes. In any event, this is only a one-year commitment and the City is free to terminate its participation in the MOU for future years should it be determined that the program is ineffective.

DECISION POINT/RECOMMENDATION: Council should approve the Memorandum of Understanding for the North Idaho SAUSA Initiative.

RESOLUTION NO. 25-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE NORTH IDAHO SAUSA INITIATIVE.

WHEREAS, the City Attorney for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding for the North Idaho SAUSA Initiative, pursuant to terms and conditions set forth in the Memorandum, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Memorandum of Understanding for the North Idaho SAUSA Initiative, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum to the extent the substantive provisions of the Memorandum remain intact.

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

DATED this 3rd day of June, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING

for the North Idaho SAUSA Initiative

Updated: July 1, 2024

Background

The devastating consequences of the fentanyl epidemic have affected families, strained law enforcement resources, and left local populations grappling for solutions to combat the pervasive impacts of substance abuse. This is especially true in north Idaho, where the Interstate-90 and Highway-95 corridors serve as major purveyors of drug trafficking that disseminates large quantities of controlled substances out into the various communities throughout the northern part of the State. In response to this pressing issue, Governor Brad Little pioneered Operation Esto Perpetua, a project that sought to identify Idaho-specific solutions to the fentanyl crisis. A Citizens Action Group was formed as part of the project, and one of its primary recommendations was to establish a Special Assistant U.S. Attorney (hereinafter “SAUSA”) position to be stationed in the Coeur d’Alene branch of the United States Attorney’s Office (“USAO”). Under the proposed SAUSA structure, a collaboration of federal, state, and local public entities (cities and counties) will unify to pool the resources necessary to fund a SAUSA position, with one local entity acting as the host agency and taking on the responsibility of serving as the administrator for said position. Said arrangement shall be known as the North Idaho SAUSA Initiative.

THEREFORE, in order to provide for the selection, management, funding, and employment of a SAUSA under the North Idaho SAUSA Initiative, the High Intensity Drug Trafficking Areas program (hereinafter “HIDTA”), the Office of the Governor of the State of Idaho (hereinafter “Governor’s Office”), the County of Shoshone (hereinafter “Host Agency”), and numerous political subdivisions established under the laws of the State of Idaho which are outlined in **Exhibit A** (hereinafter “Partners”), all collectively referred to as the “Parties” (or individually as a “Party”), do hereby agree and understand as follows:

- 1. Authority:** The legal authority for the arrangements contained within this Memorandum of Understanding (“MOU”) includes Idaho Code Sections 31-801, 31-828, 31-601 (et. seq.), 31-2602, and 67-2326 through 67-2339; 28 U.S.C. §§ 543 and 530C; and any other applicable state or federal regulation which could reasonably be viewed as governing the cooperation between governmental entities in providing public services in collaboration with one another.
- 2. Purpose:** This MOU is intended to memorialize the relationship of the Parties, identifying the roles of each in relation to the establishment of a SAUSA position for the northern region of the state of Idaho. The SAUSA is intended to participate in the prosecution of federal crimes with a particular emphasis on drug trafficking and crimes related to drug trafficking. The appointment of a SAUSA should seek to maximize the effectiveness of both the USAO and Partners’ prosecutions and litigation, and to take advantage of situations in which prosecutions under the federal criminal statutes present unique benefits in terms of potential outcomes, elements required to prove crimes, or a subject's relationship to other pending or ongoing investigations or prosecutions.

Local Partnership MOU

- 3. Selection, Employment, and Supervision of SAUSA:** Provisions for the selection, employment, and supervision of the SAUSA, as well as guidelines for the program review meetings, are set forth in the Memorandum of Understanding between the United States Attorney's Office for the District of Idaho and the County of Shoshone, by and through the Shoshone County Prosecuting Attorney's Office, Host Agency of the North Idaho SAUSA Initiative, attached hereto and incorporated herein as **Exhibit B**.
- 4. Financial Contribution of Parties:** The Oregon-Idaho High Intensity Drug Trafficking Area ("HIDTA") program has committed to the North Idaho SAUSA Initiative \$50,000 per year for the first three years of the initiative, starting July 1, 2024. In addition, by negotiation and specific agreement of the Parties, each Party is responsible for certain financial contributions, or contributions in kind, to support the SAUSA position. Said financial contributions should be used for salary, benefits, and expenses as invoiced. The Parties recognize that any financial commitment made by any Partner is subject to adequate appropriation of available funds in any given fiscal year. Said contributions are as follows:
 - a. *Host Agency* - The Host Agency shall be solely responsible for the employment of the selected attorney, as well as the development of all program documents, processes and procedures, and coordination of arrangement of the Parties otherwise. The Host Agency shall also bear responsibility for any administrative functions associated with the compensation or benefits for the selected attorney, which functions shall include placing the financial contributions of each Party into a dedicated project account maintained by the Host Agency's Clerk.
 - b. *Governor's Office* – The Governor's Office will provide financial compensation in an amount up to \$70,000/year, to be deposited with the Host Agency prior to the start of any fiscal year.
 - c. *Partners* – The Partners identified in **Exhibit C** shall be responsible for providing the proportionate share of local match to supplement the financial contributions of HIDTA and the Governor's Office, in amounts determined prior to the start of each fiscal year as specified in **Exhibit D**, which sums shall be deposited with the Host Agency at the start of the fiscal year.
- 5. Federal, State and Local Taxes:** The selected attorney will be paid directly by the Host Agency. Accordingly, the Host Agency shall be responsible for withholding the appropriate amount of any federal, state, payroll or other taxes associated with any compensation.
- 6. Fringe Benefits:** Because the selected attorney will be classified as a full-time employee of the Host Agency, he/she may be eligible for pension, health or other fringe benefit plans offered by the Host Agency.
- 7. Information Sharing and Records:**
 - a. The Parties agree and understand that any confidential information in which the selected attorney may come into contact with will only be shared with other agencies where necessary and where permitted by federal and/or state law.

Local Partnership MOU

- b. Documents prepared by the selected attorney for a Party shall be prepared in compliance with that Party's existing policies, but at all times, the selected attorney must comply with the policies of the USAO.
 - c. Public records requests directed to a Party shall be processed by that Party in accordance with applicable state or federal regulations.
- 8. Limitations:** Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of any Party or limiting any Party in the performance of functions granted to them by law, or as requiring any Party to expend any sum in excess of its respective appropriation. All provisions of this MOU are subject to the laws, ordinances, rules and regulations applicable to the Parties respectively.
- 9. Liability:** No Party shall be responsible or liable for the acts or omissions of the selected attorney unless the selected attorney is acting under the direction and control of said Party in connection with performance of his/her duties under this MOU. In the event of a liability claim, the Parties shall each defend their own interests. No Party has any obligation to indemnify another Party.
- 10. Legal Compliance:** In performance of this MOU, the Parties agree to comply with all applicable requirements of federal and state statutes, rules and regulations.
- 11. Non-Assignment & Inclusion of Parties:** No Party to this MOU may assign or delegate its rights or duties herein to any third party. Any new public entity desiring to join in the North Idaho SAUSA Initiative shall independently petition the Parties for inclusion and agree to all terms or conditions of this MOU. The Host Agency shall retain the ability to unilaterally permit the addition or removal of Partners at times when convenient for administrative purposes, and such addition or removal of a Partner only shall not necessitate a modification or amendment to the MOU.
- 12. Modification or Amendment of MOU:** The Parties understand that matters not presently contemplated in this MOU may be involved in the future administration of this MOU. This MOU may be modified in writing by mutual agreement of all Parties at any time. The appendixes or exhibits to this MOU may be modified independently of the MOU by the Parties to provide for changes in personnel, reimbursement rates or otherwise, while the MOU remains in effect.
- 13. Termination:** Any Party may immediately terminate this MOU upon written notice to all other Parties, except that notice of termination given by an agency who is only a Partner shall effectuate a termination only as to that Partner, and in such case the remaining terms and conditions of this MOU shall remain in full force for the remaining Parties and the conditions of termination otherwise shall be of no consequence except to relieve that individual Partner of their obligations under this MOU. In the event of termination otherwise, the selected attorney working as a SAUSA shall promptly discontinue all work, unless directed otherwise. The selected attorney shall promptly return to each Party that equipment or property owned by said Party, any passes, cards or identification for parking or building access, and all data, reports, work product, summaries or other information or materials as may have been accumulated by the selected attorney in the performance of his/her duties under the MOU, whether completed or in process.

Local Partnership MOU

14. Notices: Any notice given in connection with this MOU shall be in writing and shall be delivered to all other Parties, either by hand, certified mail (postage prepaid and return receipt requested), or by email to the email address listed below or on Exhibit A. Notice shall be deemed delivered immediately upon personal service or email, or forty-eight (48) hours after depositing notice in the United States mail. Any Party may change its address by giving written notice of the change to all other Parties:

Host Agency	Shoshone County 700 Bank Street, Suite 200 Wallace, ID 83873 Email: prosecutor@co.shoshone.id.us
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Governor's Office	Office of the Governor PO Box 83720 Boise, Idaho 83720 Email:
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Partners	<i>See attached EXHIBIT A</i>
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15. Term of MOU: This MOU shall be effective as of the 1st day of July, 2024, and shall continue in effect until terminated.

16. Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Local Partnership MOU

EXHIBIT A

List of Partners in the North Idaho SAUSA Initiative

Updated: July 1, 2024

Shoshone County	City of Moscow
Nez Perce County	City of Coeur d'Alene
Latah County	City of Post Falls
City of Kellogg	City of Wardner
City of Wallace	City of Pinehurst
City of Lewiston	City of Smelterville
City of Osburn	City of Mullan

EXHIBIT B

North Idaho SAUSA Initiative Fund and Apportionment of Costs

Updated: July 1, 2024

1. **Determination of Salary & Benefits:** The Host Agency will meet annually with the USAO to determine the prevailing entry-level salary of a Special Assistant US Attorney within the District of Idaho. The Host Agency will then set such salary and compute an estimated cost of fringe benefits utilizing the wage worksheet of the Host Agency which would otherwise be utilized for its employees, in order to determine the total estimated annual cost of employment for the selected attorney. The estimated annual cost shall include both wages and benefits such as health insurance (medical, dental, and vision), PERSI retirement contributions, life insurance, and all other fringe benefits otherwise provided to any other employee of the Host Agency, with the inclusion of a three-percent (3%) administration fee to offset those expenses incurred by the Host Agency in handling the administrative functions of employment, payroll, reporting, and auditing for the employee. This total amount shall be referred to herein as the Total SAUSA Cost.
2. **Computation of Local Contribution:** The Local Contribution shall be defined as the total amount of local funds contributed by all Partners toward the Total SAUSA Cost. The Local Contribution shall be determined by taking the Total SAUSA Cost and subtracting both the HIDTA contribution and the Governor’s Office contribution for any given year.
3. **Cost Sharing Multipliers:** In order to determine the proportionate share of each Partner, the Host Agency must first assign each Partner a weighted cost sharing multiplier. The weighted cost sharing multiplier is designed to reflect the anticipated benefit each public agency is likely to realize from the North Idaho SAUSA Initiative in relation to other public entities. To accomplish this, the weighted cost sharing multiplier will utilize the total population within the jurisdictional boundaries of a public entity (as determined by the *Census Bureau’s* most recent decennial census) as its basis for computation. The following table shall be utilized to determine the weighted cost sharing multiplier for each Partner:

Total Population	Weighted Multiplier
< 5,000	1X
5,001 - 15,000	2X
> 15,000	3X

4. **Computation of Partners’ Proportionate Shares:** Each Partner’s proportionate share of the Local Contribution can be determined by dividing the Local Contribution by the sum of the weighted multipliers of all Partners currently participating in the North Idaho SAUSA Initiative to determine the Base Partner Contribution. The Base Partner Contribution shall then be multiplied by the weighted cost sharing multiplier for each Partner to determine that Partner’s Proportionate Share of the Local Contribution which is to be contributed to the Total SAUSA Cost. If necessary, the Host Agency may round the Base Partner Contribution to the nearest whole number prior to submitting the annual invoices to Partners to avoid fractional amounts.

Local Partnership MOU

- 5. Notification of Cost Apportionment:** The Host Agency will notify each Partner no later than July 1st annually of the anticipated apportionment of costs associated with each Partner's contribution to the SAUSA position. Each Partner should notify the Host Agency no later than August 1st of any objection to the apportionment of costs, otherwise said Partner will be deemed as having consented to the apportionment of costs and be bound otherwise to payment for its Proportionate Share of the annual costs subsequently invoiced for that year.
- 6. Invoice of Costs:** The Host Agency will provide an invoice to each Partner no later than October 1st annually with the actual amount due and owing for that Partner's Proportionate Share contribution to the SAUSA position. Invoices shall be due and owing no later than November 1st annually, with payment remitted to the following Host Agency:

County of Shoshone
North Idaho SAUSA Initiative
700 Bank Street
Wallace, ID 83873

- 7. Accumulation of Funds:** The North Idaho SAUSA Initiative fund shall be managed and monitored by the Host Agency. At times, a vacancy may exist in the SAUSA position while hiring, at which point funds may pool in the North Idaho SAUSA Initiative fund resulting in excess leftover at the conclusion of the fiscal year. Pooled funds may be applied by the Host Agency to the total amount of Local Contribution in subsequent years to help offset those costs of the Partners.
- 8. Regular Accounting:** At the Quarterly Review Meetings contemplated in Section 10 of the MOU, the Host Agency shall provide all Parties with an updated accounting and fund balance for the North Idaho SAUSA Initiative, which will enable the Parties to monitor fund projections and the overall sustainability of the initiative.
- 9. Dissociation of Partners:** As outlined in Section 20 of the MOU, the dissociation of any individual Partner does not necessarily trigger termination of the MOU or dissolution of the North Idaho SAUSA Initiative. Therefore, dissociation of any individual Partner during any fiscal year shall have no impact on the fiscal year budget of the North Idaho SAUSA Initiative fund, and the dissociating Partner shall not be entitled to any refund or reimbursement of their Proportionate Share of the Local Contribution for that year.
- 10. Return of Local Contribution Upon Termination:** In the event of termination of the MOU as outlined in Section 20 and subsequent dissolution of the North Idaho SAUSA Initiative, the Host Agency will return to the Parties the remaining contribution of those pro-rata proportionate amounts each Party contributed to the North Idaho SAUSA Initiative fund during the current fiscal year. The administrative costs for the current fiscal year shall be retained by the Host Agency in order to effectuate dissolution and distribution of all sums within the fund. Upon completion of dissolution, the Host Agency shall provide each Party with a final accounting.

Local Partnership MOU

<i>Hypothetical Example of Proportionate Share Computation:</i>	Total SAUSA Cost \$135,000 HIDTA Contribution - \$70,000 Governor's Office Contribution - \$50,000 Local Contribution \$15,000			
City	Population	Base Partner Contribution	Weighted Multiplier	Proportionate Share
City A	507	\$750	1X	\$750
City B	769	\$750	1X	\$750
City C	1,152	\$750	1X	\$750
City D	2,940	\$750	1X	\$750
City E	4,540	\$750	1X	\$750
County F	6,834	\$750	2X	\$1,500
City G	9,741	\$750	2X	\$1,500
City H	11,221	\$750	2X	\$1,500
County I	26,962	\$750	3X	\$2,250
City J	44,190	\$750	3X	\$2,250
City K	51,155	\$750	3X	\$2,250
Total =				\$15,000

Local Partnership MOU

Signature of Party

Governor's Office

The undersigned Party affirms and agrees to those conditions set forth in the Memorandum of Understanding for the North Idaho SAUSA Initiative as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that they shall honor their responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Governor's Office – State of Idaho
Brad Little, Governor

Local Partnership MOU

Signature of Party

Host Agency

The undersigned Party affirms and agrees to those conditions set forth in the Memorandum of Understanding for the North Idaho SAUSA Initiative as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that they shall honor their responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Host Agency – Shoshone County
Benjamin Allen, Prosecuting Attorney &
Administrator on behalf of Host Agency

Local Partnership MOU

Signature of Partner

Shoshone County

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Shoshone County – BOCC Chair

Attest – County Clerk

Local Partnership MOU

Signature of Partner

Nez Perce County

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Nez Perce County – BOCC Chair

Attest – County Clerk

Local Partnership MOU

Signature of Partner

Latah County

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Latah County – BOCC Chair

Attest – County Clerk

Local Partnership MOU

Signature of Partner

City of Coeur d'Alene

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Coeur d'Alene
Woody McEvers, Mayor

Attest – Renata McLeod, City Clerk

Local Partnership MOU

Signature of Partner

City of Lewiston

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Lewiston - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Post Falls

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Post Falls - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Moscow

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Moscow - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Smelterville

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Smelterville - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Kellogg

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Kellogg - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Pinehurst

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Pinehurst - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Wardner

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Wardner - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Osburn

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Osburn - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Wallace

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Wallace - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Mullan

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **July 1, 2024**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Mullan - Mayor

Attest – City Clerk