

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

AGENDA
VISION STATEMENT

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

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

August 1, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: None Scheduled.

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS

1. Update from Panhandle Area Council

Presented by: Wally Jacobson, Executive Director

2. Update from CDA Economic Development Council

Presented by: Gynii Gilliam, Executive Director

E. ANNOUNCEMENTS

1. City Council
2. Mayor

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

F. 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 July 18, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee meeting held July 24, 2023
3. Setting of General Services/Public Works meeting for August 7, 2023.
4. Setting of a public hearing for August 15, 2023, to hear public comment regarding the Community Development Block Grant (CDBG) 5-Year Consolidated Plan.

As Recommended by the City Clerk

5. Approval of Bills as Submitted.

6. **Resolution No. 23-058:**

- a. Approval of S-1-18 – Coeur d’Alene Place 36th Addition Final Plat Approval, Acceptance of Infrastructure Improvements, Approval of a Maintenance/Warranty Agreement, Approval of a Landscape Work Agreement, and Acceptance of Security
- b. Approval of S-1-20 – Coeur d’Alene Place 37th Addition Final Plat Approval, Acceptance of Infrastructure Improvements, Approval of a Maintenance/Warranty Agreement, Approval of a Landscape Work Agreement, and Acceptance of Security

As Recommended by the City Engineer

- c. Consent to the Transfer of Lease for the Seasonal Ice-Skating Rink at McEuen Park from JMurray Enterprises LLC, to VMC Northwest LLC, dba Coeur d’Alene on Ice
- d. Approval of a Personnel Rule Update to the Classification/Compensation Plan in regards to Wastewater Operator I, Collections Operator I, and Payroll Specialist
- e. Acceptance of the bid of, and award of a contract to, Aspen Homes, for the Reconstruction of the Jewett House Garage, in an amount not to exceed \$172,400.00

As Recommended by the General Services/Public Works Committee

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

H. OTHER BUSINESS:

1. **Resolution No 23-059**, Approval of Financing for the Library Lighting and Citywide Access Control Upgrades, in the Amount of \$34,189.00.

Presented by: Adam Korytko, Building Maintenance Superintendent

2. **Resolution No 23-060**, Approving the setting of a public hearing for September 5, 2023, and setting the high dollar amount (\$130,510,617) in expenditures for the 2023-2024 Fiscal Year Financial Plan (Annual Appropriation).

Presented by: Vonnie Jensen, Comptroller

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

August 1, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

Council Members McEvers, English, Evans, Gookin, Miller, Wood

City of Coeur d'Alene

PAC Update

August 1, 2023



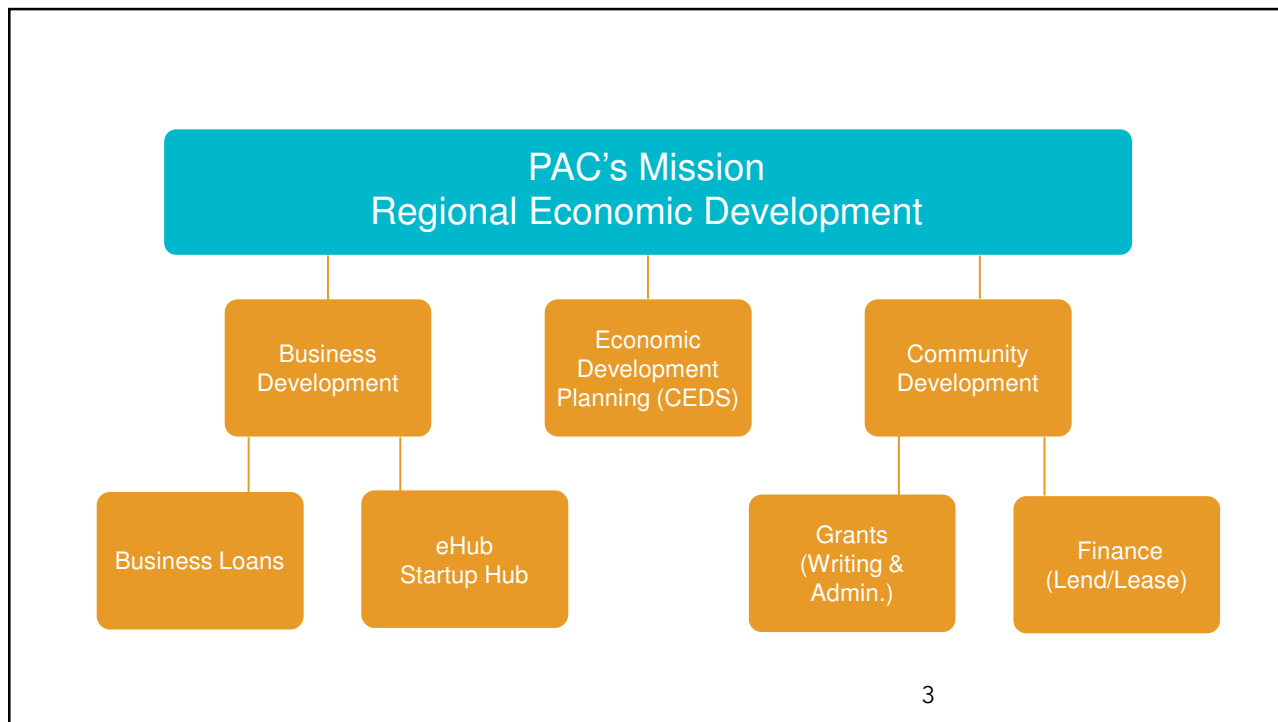
Panhandle Area Council, Inc.

Wally Jacobson - Executive Director

PAC Introduction

- A regional economic development organization structured to promote and assist economic development within the five northern counties of Idaho.
- Non-profit 501 c (4) corporation (1972)
- Members are cities, counties, and private sector
- EDA designated economic development district for north Idaho







Comprehensive
Economic
Development
Strategy (CEDS)

Update Complete

Strategic planning and
comprehensive plans for
governments and communities

Community
Development



Community Development

- Plummer Senior Center
- Cares Act Resiliency Grant
- USDA TA Grant
- State Comprehensive Economic Development Strategy
- Kellogg School District - Labor Monitoring Contract
- EDA Proposal with Eastern Washington and Montana
- Kingston-Cataldo Sewer District Grant Writing
- RevUP Housing Forum - May 26, 2022
- Cares Act Resiliency Grant
- EDA Planning Grant Application
- Harrison Community Review
- Panhandle Village Water CDBG
- City of Post Falls - Pleasant View Road/Highway 41 Business Marketing Plan
- Labor Compliance Monitoring Moyie Spring
- Kingston-Cataldo Sewer District Grant Application
- Idaho Broadband Grant Administration
- City of Bonners Ferry - Lift Station #5 Grant Application
- City of Spirit Lake, Well #6 Grant Award
- Wallace Pool Grant Award
- City of Clarkfork - Grant Writing Award
- Back Better (Aviation & Medical Manufacturing)

7

Business Development

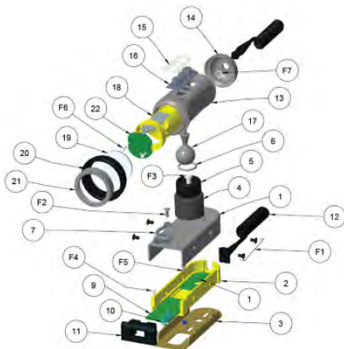
Startup Hub

eHub

Startup/Cowork space (8,000 sq. ft.)

- Chase Machine
- Bombastic Brewing
- Eric Paddack Wood
- Practical Accounting Solutions
- Meridian
- Force Rembrandt
- E3 Technology
- Cyber Self-Defense
- Lake City Bakers
- SW Engineering

GNS, Inc. eHub/Loan Client



LUX is an evolutionary leap for utility lamps. Get connected and power up.

The PIVOT LUX provides a much needed update to the outdated utility lamp of yesteryear. Enter the future with chip LEDs and USB power. LUX powers EFB devices while providing the same ease of use, flexible articulation and durability users expect from PIVOT cases.

Easy Setup - The LUX EFB charging interface can be installed by avionics technicians during overnight or light scheduled maintenance utilizing the wiring and mounting locations of existing incandescent flight deck utility lamps. The load requirements for the USB port and LED for color utility lamps is less than 1 amp at 28V AC/DC.

Small Spaces Approved - Size matters and the LUX's small footprint enables a variety of mounting locations. Designed with a universal mounting plate, it can be fastened vertically or horizontally on interior hard points or ODU's panel locations.

Line Replaceable/Upgradeable Electronics

Don't be left at the gate or behind technology. The LUX EFB charging interface eliminates the risks of accidental damage to the USB receptacle. All core USB electronics are line replaceable and installed in minutes. This line replaceable feature also allows for future EFB interface upgrades with the same ease allowing operators to stay on schedule and in-stop with future technology without excessive fleet engineering changes.

LED Longevity means minimal maintenance

LED arrays have an exponentially longer life than incandescent bulbs and don't emit excessive heat. If the LED's don't outlast the airframe, the LUX's array can be replaced by technicians in minutes. Alternatively, recurrent incandescent bulb replacements by technicians are significant, cumulative costs.



PAC Investment Program (Job Creation/Retention)

- 2005 Empire Airlines Project - \$5.5MM
- 44,000 sq ft Hangar
- 12,000 sq ft Corporate Headquarters
- Public Infrastructure Grants - \$2.5 MM
- PAC Investment - \$3 MM
- PAC Leases Building to Empire
- PAC Leases Ground from Airport

11

Business Loans (Technical Assistance)

SBA 504 Loans

Goal - Job Creation/Retention

- **Commercial Real Estate**
- Equipment
- Fixed Interest Rate
- 20 or 25 year amortization
- Low Down payment (typically 10%)
- PAC Partners with Banks or Credit Unions
- PAC/SBA Loan Up to \$5.6 Million

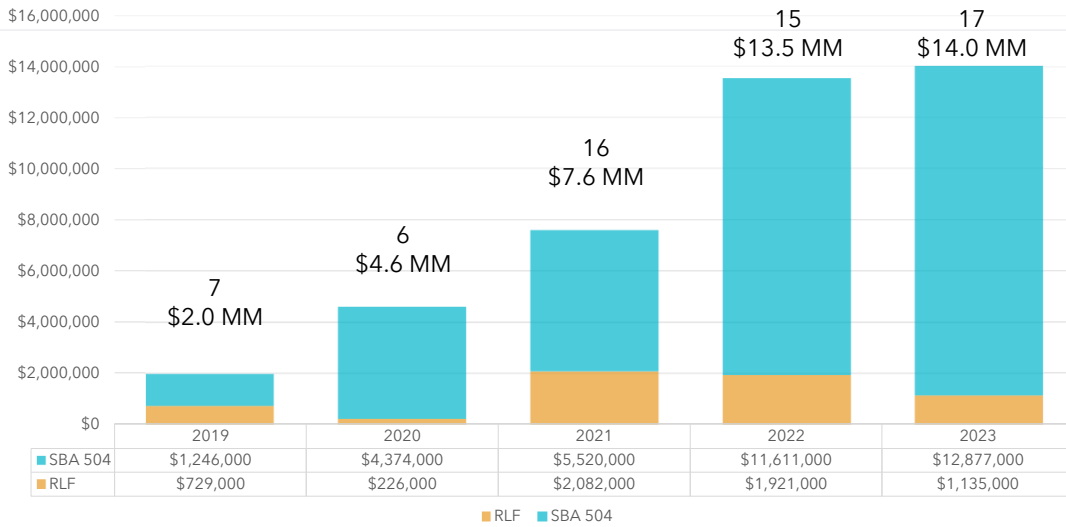
Revolving Loan Funds (RLF)

Goal - Nearly Bankable to Bankable

- Gap Financing
- Working Capital
- Equipment
- Commercial Real Estate
- PAC Partners with Banks or Credit Unions
- PAC Loans Up To \$750,000

12

PAC Fiscal Year Loan Approvals

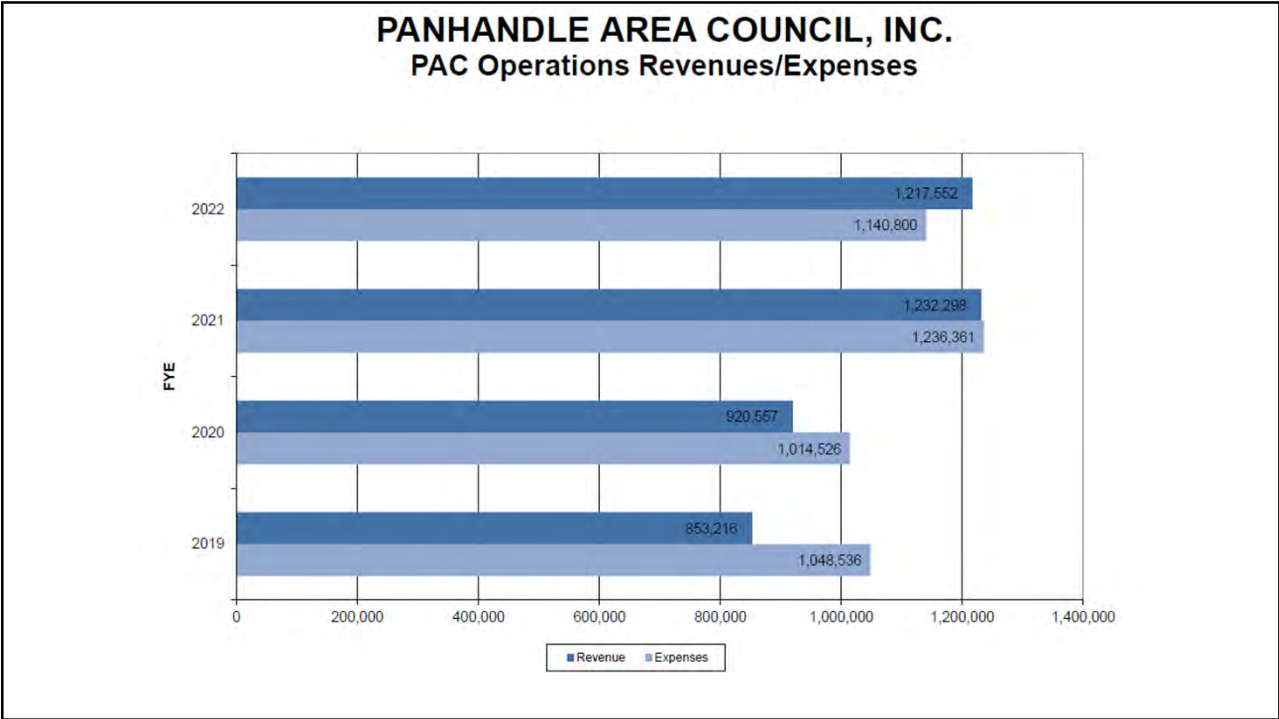


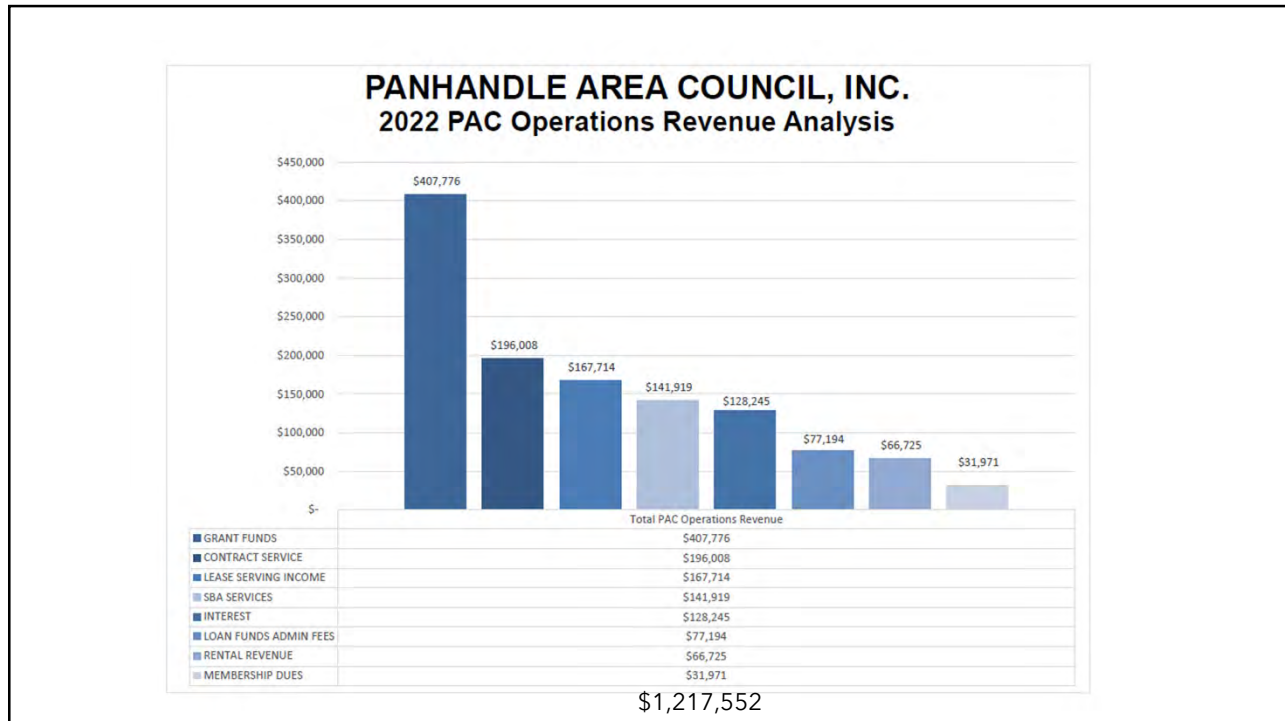
New Statewide Revolving Loan Fund

- Small Business Credit Initiative Reauthorization – U.S. Treasury
- \$56 Million Directed to Idaho
- Economic Districts of Idaho (EDDI) submit proposal to Governors Office to capitalize a \$26 Million Statewide RLF
- Idaho House Bill 742 Appropriates Funding for new RLF for FY22/FY23
- PAC Allocation **\$6.67 Million** For Region 1 (five northern counties) and Region 3 (ten southwest counties)



PAC Financial Summary





Q&A

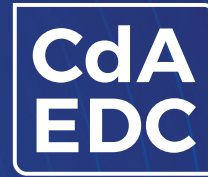
Thank you

Wally Jacobson
wjacobson@pacni.org

PAC
www.pacni.org

18

WHY ECONOMIC DEVELOPMENT MATTERS



3731 N. Ramsey Rd.
Coeur d'Alene, ID 83815
208.667.4753
www.CdaEDC.org

OUR VISION & MISSION:

A thriving economy and strong employment base in the Kootenai County region. To collaboratively advance job growth and prosperity.

OUR GUIDING PRINCIPLES:

Lead collaboratively with strength, courage, and integrity. Build community trust and respect. Honor confidentiality and foster business success. Operate towards success, efficiency, and accountability.

OUR OBJECTIVES:

Foster Industry Diversification , Strengthen Existing Industries & Advance Growth Sectors:

Existing: Construction; Finance & Real Estate; Manufacturing; Transportation & Warehousing; Service Growth Sectors: Health/Biosciences; Information & Technology; Entrepreneurial Enterprises

Advance The Workforce:

Assist with Job Retention & Creation; Promote Higher Wages & Median Household Income; Promote K-12 & Higher Education; and Retain Young Talent & College Graduates

Engage In Current Community Challenges:

Work with stakeholders & partners to engage in and address community challenges –currently, Housing Affordability & Availability and Talent Shortage

OUR TEAM:

Gynii Abracosa Gilliam
President/CEO

Josh Wise
Economic Development Specialist

Loren Whitten-Kaboth,
Investor Relations/Special Projects

Raven Luciano-DeSmith
AmeriCorps VISTA/Housing & Talent Associate

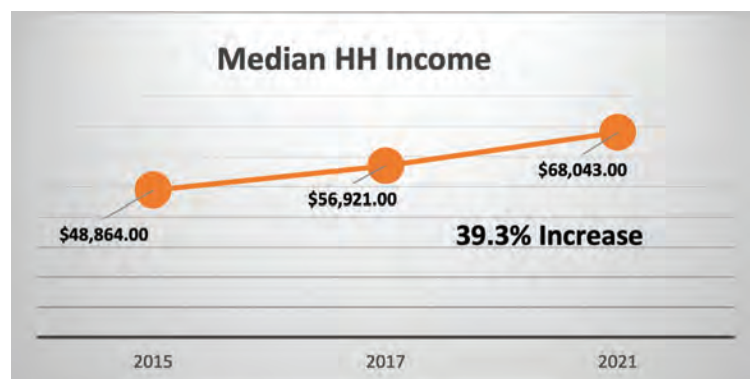
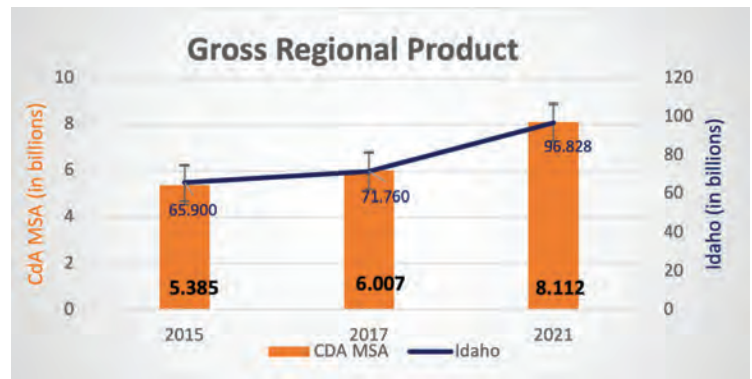


2015-2022 Biz Retention, Expansion, Attraction

Companies Assisted	67	Created Jobs	200+	Assisted
Jobs Created	3,500	Direct		
Annual Payroll	\$182M	High \$25/hr	\$116.5M	Low \$16/hr
Capital Investment	\$253M			
Annual Tax Revenue	\$1.7M			

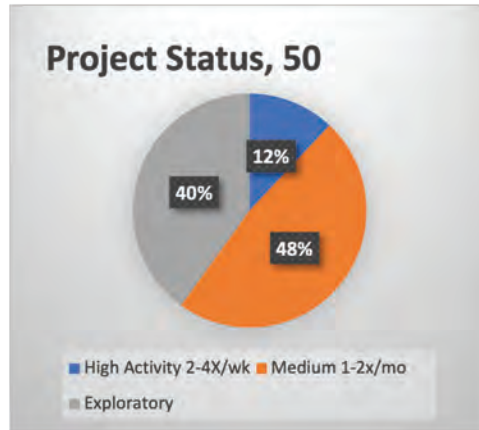
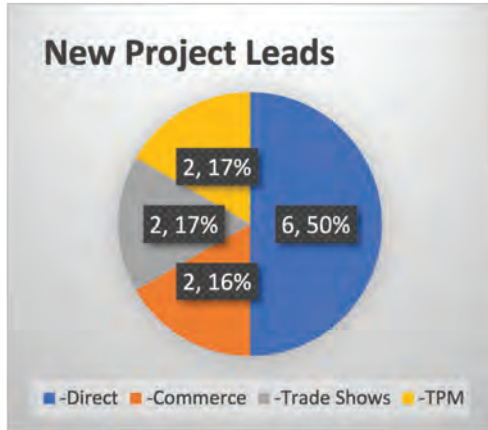
Examples of Companies: Orgill, Tedder Industries, Unitech, Stancraft Jets, Dauntless Air, Critical Power, Inspiro/Dish Network, River City Fabrication, Tactica, York Saw, MetalQuest, Harris Bruno International, Ross Printing, Kenworth Truck Company.

*Since 1987: 9000 Direct Jobs, 150+ Companies, \$300M-\$468M in annual payroll, \$760M in Capital Investment, \$5M Tax Revenue





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BUSINESS RETENTION & EXPANSION PROJECTS:

- I90 Aerospace Conference & Expo
- Housing Affordability & Availability
- SHOT - Outdoor Trade Show
- Panhandle Area Council RED Team Projects
- Talent Pipeline Management
- Idaho Manufacturing Association/TPM Projects
- PNAA - Pacific Northwest Aerospace Alliance Conference

CROSS-BORDER PARTNERSHIPS:

- INWAC - Inland NW Aerospace Consortium
- GSI - Greater Spokane, Inc
- Evergreen Biosciences
- Mountain Northwest Innovative Consortium
- INP - Inland Northwest Partnership
- PNWER - Pacific Northwest Economic Partnership
- IEDC - International Economic Development Council

OUR BOARD OF DIRECTORS:

Mike Kennedy
Chairman of the Board, Intermax Networks

Kara Heikkila
Vice Chair, Witherspoon Brajcich McPhee

Tag Jacklin
Treasurer, Jacklin Land Company/
Riverbend Commerce Park

David Flood
Secretary, STCU

Brad Marshall
Past Chair, J-U-B Engineering

Leslie Duncan
Commissioner, Kootenai County Board
of County Commissioners

Jim Hammond
Mayor, City of Coeur d'Alene

Troy Tymesen
City of Coeur d'Alene Administrator

Ron Jacobson
Mayor, City of Post Falls

Shelly Enderud
City of Post Falls Administrator

Scott Forssell
Mayor, City of Hayden

Brett Boyer
City of Hayden Administrator

Vic Holmes
Mayor, City of Rathdrum

Leon Duce
City of Rathdrum Administrator

Andrew Fields
University of Idaho Cd'A Campus

Nick Swayne
North Idaho College

Dena Naccarato
Post Falls School District

Jeremy Evans/Cyndy Donato
Kootenai Health

Duffy Smock
Windermere Realty

Chris Meyer
Parkwood Business Properties

Eve Knudtsen
Knudtsen Chevrolet

Brad Hagadone/Clint Schroeder
Hagadone Corporation

Alivia Metts
ignitecda

Richard Young
Idaho Central Credit Union

Carla Cicero
Numerica Credit Union

Scott Marikis/Reed Chase
Empire Airlines

Jessica Bauman
Express Employment Professionals

Wally Jacobson
Panhandle Area Council

Pam Houser
Jobs+ Action Committee



City of Coeur d'Alene City Council Report – August 2023

Discussion Highlights Attachment – CdAEDC Highlights Dashboard

- Accomplishment Highlights:
 - Please see attached “CdAEDC Highlights Dashboard” --Wages have shown an increase, in part because of our objective to bring higher-wage, higher-opportunity jobs into the region.
 - Our GRP (gross regional product) growth has stayed apace with state growth and our contribution to the gross state product has increased from 8.1% to 8.4% from 2015 to 2022.
 - ✓ Based on current industry tables, we have a more diverse economy, shielding us from drastic difficulties from economic events beyond our control, like the recent recession and the pandemic. It took 35+ years of continued effort for our economy to be as diverse as it is now.
 - From 2015-2022, our organization helped 67 companies bring \$253M in capital investment to the region to create ~3500 direct jobs, adding \$116M0-\$182M in payroll for the region (this includes projected #s). Additionally, the companies already operating are contributing ~\$1.7M in taxes to the region.
 - Some of our key BRE (Business Retention & Expansion Projects) include:
 - ✓ I90 Aerospace Conference & Expo to keep our aviation/aerospace manufacturing industry connected and to further localize the supply chain.
 - ✓ Outdoor (SHOT), aviation (PNAA), and manufacturing (IMA) conferences to stay connected with our businesses in these industries, as well as keep them connected to each other.
 - ✓ Cross-Border Partnerships --We also stay connected within the region to work together to strengthen existing industry sectors (i.e., recent focus, health, and bioscience/tech sectors to build on existing strengths and future needs).
- Existing Business Focus –Has been a key activity since 2015, shifting even more so, with the onset of and continued recovery from the pandemic.
 - In response to local business needs, we focused on addressing the workforce housing affordability and availability, as well as the workforce shortage.



- We partnered with PAHA (Panhandle Affordable Housing Alliance) to commission the University of Idaho to prepare the original 2020 Housing Study to ensure that the solutions we develop are data driven. We have partnered with PAHA again to update the study, which is due for completion August/September of this year. One of the key findings of the 2020 study is that only 25% of our residents (compared to 75% in 2015) can afford to buy homes. We are partnering with PAHA, Connect Kootenai, and many others to find best practices across the country that we can adapt for our region.
 - The TPM (Talent Pipeline Management) Program is also a direct response to local business requests to address the workforce shortage. The TPM program focuses on “growing our own” talent through support for education (K-12 and higher education) and industry training programs to help businesses fill current vacancies and projected growth needs for talent.
 - Our work with existing businesses to help with expansion or continued operations is ongoing. Examples of local businesses assisted include: StanCraft, River City Fabrication, Tedder Industries, Buck Knives, Orgill, Metal Quest, etc.
- Economic Development is a long term, ongoing activity. What we do today affects what happens in 3-10 years and beyond. It takes years to grow industry sectors, just as it has taken us 35+ years to diversify our economy and minimize our reliance on a few industries and be where we are today as a viable and economically strong area in North Idaho.
 - Economic development helps with job and business retention.
 - Economic development helps increase tax revenues.
 - Economic development helps improve the quality of life.

CdA Area Economic Development Corporation - Jobs Plus, Inc.

Our Vision: A thriving economy and strong employment base in the Kootenai County region.

Our Mission: To collaboratively advance job growth and prosperity.

Our Objectives: 1) Foster industry diversification (by strengthening existing industries and advancing growth sectors); 2) advance the workforce; and 3) engage in community challenges.

ANNOUNCEMENTS

CONSENT CALENDAR

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

July 18, 2023

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 July 18, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

Dan Gookin) Members of Council Present
Dan English)
Woody McEvers)
Amy Evans)
Christie Wood)
Kiki Miller)

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

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

ANNOUNCEMENTS: Councilmember Gookin reminded the public that KMPO would be hosting a Regional Transportation Management Center forum on August 3, at 5:30 p.m. in the Library Community Room. Councilmember McEvers thanked the Streets and Engineering Department's painting crew for their great work with getting the lines repainted on the streets.

CONSENT CALENDAR:

1. Approval of Council Minutes for the July 5, 2023, Council Meeting.
2. Approval of the General Services/Public Works Committee July 10, 2023, Meeting Minutes.
3. Setting of the General Services/Public Works Committee meeting at noon on July 24, 2023.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of an Outdoor Eating Facility Encroachment Permit for Revival Tea Company, 201 N. 1st Street #101, Drew Henry.
7. **RESOLUTION NO. 23-055-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: CHANGE ORDER #1 WITH K&N ELECTRIC MOTORS, INC., FOR THE TRICKLING FILTER PUMP REHABILITATION PROJECT, IN THE AMOUNT OF \$105,128.00; CONTRACT WITH BIG SKY CORPORATION, FOR THE I-90 WATER LINE LOOP REPLACEMENT TO FERNAN VILLAGE PROJECT, IN THE AMOUNT OF \$89,307.00; AMENDMENTS TO THE CITY'S RECORDS RETENTION MANUAL AND DESTRUCTION SCHEDULE; DESTRUCTION OF RECORDS FOR THE POLICE, MUNICIPAL SERVICES, LEGAL, AND HUMAN RESOURCES

DEPARTMENTS, PURSUIT TO THE CITY'S RECORDS RETENTION SCHEDULE;
AND AGREEMENT WITH DIMENSIONS HEALTH GROUP, LLC, TO MAKE
FRONTAGE IMPROVEMENTS ON N. SCHREIBER WAY.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including Resolution No. 23-055.

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

PUBLIC COMMENTS:

Nick Goodwin, President of Lake City Employees Association (LCEA), said he and Vice President Jason Hendricks were involved at the negotiation meetings and have brought a number of LCEA employees tonight to demonstrate support of the Council and solidarity of the LCEA. He thanked Council for their leadership and service, and asked for their support of the labor contract they would be discussing later during the Executive Session portion of the meeting.

Mayor Hammond said City employees were important and he and the Council appreciated all the work they did on behalf of the City. He said he hoped the contract could be completed quickly and to everyone's satisfaction and that once negotiations were completed that employees would feel as valued as he and Council felt they were.

RESOLUTION NO. 23-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH NATIONAL NATIVE AMERICAN CONSTRUCTION, INC., D/B/A NNAC, INC., FOR THE PUBLIC TRANSIT SIDEWALK ACCESSIBILITY PROJECT IN AN AMOUNT NOT TO EXCEED \$318,385.00.

STAFF REPORT: City Engineer Chris Bosley requested the Council approve the contract with National Native American Construction, Inc., d/b/a NNAC, Inc., for the Public Transit Sidewalk Accessibility Project. He explained the funding was being provided by the Federal Transit Administration (FTA) through the Idaho Transportation Department (ITD), and the City of Coeur d'Alene was given the opportunity to eliminate gaps in the sidewalk network near transit routes. He said two (2) bids had been received with Interstate Concrete and Asphalt bidding \$383,387.60, and NNAC, Inc., submitting the low bid of \$318,385.00. He noted \$329,999 in funding was available to complete the project, which required a 20% match by the City for the grant funding, which may be in the form of in-kind services. He said the Streets & Engineering Department and the Parks Department were partnering on the project to complete the shared-use path near the Riverstone Transit Center, from Riverstone Drive to the Prairie Trail, as the match. He mentioned that approval of the contract would allow NNAC, Inc., to begin work and eliminate several gaps in the City's sidewalk network, creating better connections to the transit route. He presented the sidewalk accessibility plan set which showed the areas in City rights-of-way which improvements would be made.

DISCUSSION: Councilmember Wood noted it was a challenge for people with disabilities to traverse area sidewalks and thanked Mr. Bosley for choosing the locations. Councilmember Gookin asked what had happened to the proposed Northwest Blvd. to Riverstone Drive improvement project, with Mr. Bosley responding the project's bids which were received had been too high and the City had returned the grant funds. Mr. Bosley said that since that time, some sidewalks had been filled in and the last gap remaining was located between the two existing hotels. Councilmember Gookin said he has a problem with pulling staff from existing projects, such as street improvements, in order to complete in-kind projects. Councilmember English said the proposed improvement areas were great projects and it would be nice to have a terrace trail from Winco to the apartments in the future. Councilmember McEvers asked why development didn't fill in the sidewalk gaps, with Mr. Bosley responding when pulling a building permit, they would be required to install/improve sidewalks yet this project would speed up improvements in targeted areas. Councilmember McEvers noted the Seltice Way bus stop addition was in high traffic impact area, with Mr. Bosley responding there were pros and cons to the location, and pull-outs were costly and sometimes a challenge for buses to pull out. When buses stop in the street traffic may back up, yet once the bus was full it could pull right out. Councilmember Gookin stated he continued to have concerns with pulling resources from one project to another to fulfill the in-kind requirement. Mr. Bosley said the path segment had been planned by the City since the Transit Center was built.

MOTION: Motion by English, seconded by Wood, to approve **Resolution No. 23-056** – Approving a Contract with NNAC, Inc., for the Public Transit Sidewalk Accessibility Project.

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

RESOLUTION NO. 23-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION, INC., ("DTA") FOR THE ANNUAL STREET FAIR.

STAFF REPORT: Municipal Services Director Renata McLeod requested the Council approve the Memorandum of Understanding (MOU) with the Downtown Association (DTA) for the upcoming Street Fair Event scheduled for August 4, 5, and 6, 2023. She explained that at the July 19, 2022, Council meeting, Council requested staff begin looking at options of entering into agreements for some of the large special events held in the City. She noted agreements allowed the City to negotiate with the event sponsor to take on additional responsibilities such as providing volunteers to man non-emergency intersections, placement of no-parking signs, use of certified flaggers, and payment in addition to the general fees. She said the Street Fair was an annual event which coincided with The Taste of Coeur d'Alene in City Park, and Art on the Green at the North Idaho College (NIC) Campus. She said The Taste of Coeur d'Alene was regulated through the Parks Department and was hosted by Panhandle Kiwanis; Art on the Green was a NIC event, unregulated by the City. She explained the proposed agreement with the DTA was coming before the Council individually. She said negotiations had resulted in clarification of the volunteers needed for traffic control at 3rd Street and Sherman Avenue, as well as a four-way stop at 2nd Street

and Lakeside Avenue to aid in traffic flow and safety. She said that additionally, the MOU clarified roles and responsibilities so there were no questions on the days of the events. She noted the Streets and Engineering Department had crafted the Traffic Safety Plan (Plan), which would remain the Plan for years to come. She noted the Plan satisfied the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). She said that Staff envisions one (1) future Master Agreement for all events that were sponsored by the DTA after working through each event this season and creating the Traffic Control Plans for each event. She said the fee included under the MOU was \$1,800.00, with a \$1,000.00 security deposit, in compliance with the approved fee resolution. She explained there were some legal restrictions regarding covering event costs, including that the fee must be reasonably related to actual costs and cannot be higher than actual costs for the actual event. When there was a controversial political message which might offend a hostile crowd, it was unconstitutional to add to the fees anyone else must pay. Furthermore, a fee that was based on the content of the message violates the First Amendment. She said that while there were additional costs to City departments with the Street Fair, it was difficult to separate expenses for the three-day event separate from the other two (2) events that were being held during the same timeframe. She noted the DTA had provided a cost breakdown with approximately \$19,000 in expenses, and an estimate of volunteer hours with a value of \$1,800, to total \$20,800. She noted the following were City costs associated with last year's three (3) events (event coverage was not divided between all three events): All wages and benefits for the Fire, Police, Streets, and Parks Departments were the full-day costs of \$136,021 and included \$27,339 in overtime costs. She recommended Council approve the MOU with the DTA for the Street Fair Event scheduled for August 4-6, 2023.

DISCUSSION: Councilmember Evans asked if the police officers' overtime was decreasing over last year with our trained flaggers, with Ms. McLeod responding DTA was training volunteers to take over some of the traffic control duties that are usually contracted out, so it would not affect the police overtime costs. Councilmember McEvers asked for an explanation of the difference between the cost of City services and amount of the permit, with Ms. McLeod responding permit fees were based on the City's fee structure and the expenses were shown for City costs of covering the three (3) events. Councilmember Gookin said the Council had asked that event fees be looked at for each event and permit costs be adjusted in order for the event sponsor to cover the costs and not the taxpayers, and asked what had been the DTA's fees for previous events, with Ms. McLeod responding in previous years the 1st day was \$750, and days two and three were each \$300. She said the fees this year were \$750 for day one and two, and \$300 for the third day. Councilmember Gookin said he would like to see the impact study to see what the merchants grossed on the events. Chloe Linton, Events Coordinator with the DTA said downtown businesses were given a free booth space and many commented the event was one of the best and beneficial events for their businesses. Councilmember Wood said she had spoken with a local food business who said the event created a lot of competition and asked if there were plans for an existing business only event, with Ms. Linton responding the layout of the event is done so that competing businesses were not grouped together and they could look at such an event in the future.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 23-057** – Approving an Agreement with the Downtown Association (DTA) for the Street Fair Event to be held August 4, 5, and 6, 2023.

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

COUNCIL BILL NO. 23-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY AMENDING MUNICIPAL CODE SECTION 2.85.030, ENTITLED "HISTORIC PRESERVATION COMMISSION"; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Community Planning Director Hilary Patterson requested Council adopt amendments to Chapter 2.85, Section 2.85.030, of the Municipal Code regarding members of the Historic Preservation Commission (HPC). She explained Council had adopted the Historic Preservation Code and formed the new HPC in 2019, initially having had three (3) members who also served on the Kootenai County Historic Preservation Commission. She said since that time, it had become difficult to have more than one (1) HPC member serve on both commissions. She mentioned that the current members of the City's HPC had asked that a representative from the Coeur d'Alene Tribe serve on the commission. The Coeur d'Alene Tribe was contacted to see if they would have a representative that was available and interested in serving, and a representative was appointed by the Council on January 3, 2023. However, it was discovered shortly after an orientation meeting with the individual that the Municipal Code did not allow them to serve on the HPC as they did not reside in Kootenai County. They were informed that the appointment was invalid and the commission has had a vacancy for the past seven months. She said staff had discussed the matter with the City Attorney, City Administrator, and HPC to determine what other changes should be made to the Municipal Code to allow for commission members to live outside of Kootenai County if they were qualified and represented a partner organization, and also to allow for the Mayor to request the appointment of a member outside of the County if no other qualified persons residing within Kootenai County were willing to serve. She noted the amendments, if adopted, would 1) allow commission members to live outside of Kootenai County provided they represent an organization that has a vested interest in Coeur d'Alene's historic preservation, such as the Museum of North Idaho, The Coeur d'Alene Tribe, and local higher education institutions, 2) allow commission members to live outside of Kootenai County if no qualified persons residing in the County are willing to serve, 3) reduce the minimum number of commission members who are also serving on Kootenai County's Historic Preservation Commission from two (2) to one (1). She noted the HPC voted unanimously on June 8, 2023, to recommend adoption of the amendments by the Council. She said the amendments would not change the requirement of the City's HPC to maintain its Certified Local Government requirements of having at least two (2) members who meet the Secretary of the Interior's Historic Preservation Professional Qualification Standards as set out in the Federal Register, Vol. 62, No. 11, dated Friday, June 20, 1997 and include a member or members who have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, conservation, landscape architecture, law, or other historic preservation-related disciplines, as those important provisions would remain intact.

DISCUSSION: Councilmember English said he had reservations with appointing someone from out of state and that being an Idaho resident should be required. Councilmember Gookin said he understood how a Tribe member may not live in Kootenai County and asked why language didn't simply say a member of the Tribe, with Ms. Patterson responding it would allow for more viable options for commission members. Councilmember Gookin asked if removing the last sentence of Section 1-B would grossly affect the purpose, with City Attorney Randy Adams responding it would not as it was a provision to add flexibility in filling a vacancy. He said all appointments would still have to be approved by Council. Ms. Patterson explained there weren't a lot of people who held the specific state criteria in order to be a commission member. Councilmember McEvers asked if it was difficult to find commissioners, with Ms. Patterson responding they didn't receive very many applications for vacancies, and it was the Commission's desire to have a member of the Coeur d'Alene Tribe as a member. Councilmember Miller said the Historic Preservation Commission had a lot of discussion on the subject, and yet there wasn't a lot of seats open on the commission. She said it was important to get the word out and solicit good people to fill future seats and that the out of state language was to provide flexibility and solicit highly qualified professionals for the commission.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read Council Bill No. 23-1007 once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt Council Bill No. 23-1007, striking the last sentence of Section 1, Article 2.85.030 B. "Additionally, if no qualified persons residing within Kootenai County are willing to serve, the Mayor may appoint members who reside outside of Kootenai County."

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

EXECUTIVE SESSION: Pursuant to Idaho Code 74-206A (a) Considering a Labor Contract Offer or to Formulate a Counteroffer.

MOTION: Motion by McEvers, seconded by Gookin, to enter into Executive Session pursuant to Idaho Code Idaho Code 74-206A (a) Considering a labor contract offer or to formulate a counteroffer.

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

The City Council entered Executive Session at 6:44 p.m. Those present were the Mayor, City Council, City Administrator, Human Resource Director, and the City Attorney. Council returned to regular session at 7:14 p.m.

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

The meeting adjourned at 7:15 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

DRAFT

July 24, 2023
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Bill Greenwood, Parks & Recreation Dept.
Adam Korytko, Parks and Recreation Dept.
Melissa Tosi, Human Resources
Adam Rouse, Parks & Recreation Dept.
Troy Tymesen, City Administrator
Wes Somerton, Chief Criminal Dep. City Atty, Legal Dept.

Item 1. Request approval of the Transfer of Lease from JMurray Enterprises LLC, to VMC Northwest LLC, dba Coeur d'Alene on Ice, relating to the Seasonal Ice-Skating Rink at McEuen Park
(Consent Resolution)

Bill Greenwood, Director of the Parks & Recreation Department, requests the Council approve the transfer of the existing five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park. Mr. Greenwood explained in his staff report that for many years the City has looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. For the last two winters, the Ice-Skating Rink Park has been well received at McEuen Park. Under the current agreement with JMurray Enterprises LLC, the City requires written consent of the transfer. The current agreement also specifies if the agreement is transferred, all the original terms and conditions will continue to apply to the new operator. Coeur d'Alene on Ice will pay the City the base amount of \$6,000 per season (2021-2022) adjusted annually in the amount of the CPI increase each year. The upcoming season will be year 3 under the agreement. There is an option to extend the agreement for five (5) more years starting at \$10,000 per season, with incremental yearly increases shown within the agreement. Coeur d'Alene on Ice will pay for all power costs associated with the ice rink. All revenue generated from the agreement will be placed in the Parks Capital Improvement Fund.

MOTION: by Gookin, seconded by Miller, to recommend that Council Approve the transfer of lease from JMurray Enterprises LLC, to VMC Northwest LLC, d/b/a Coeur d'Alene on Ice, relating to the seasonal Ice-Skating Rink at McEuen Park. Motion Carried.

Item 2. Request Approval of Financing for the Library Lighting and Citywide Access Control Upgrades, in the Amount of \$34,189.00
(Agenda)

Adam Korytko, Building Maintenance Superintendent of the Parks & Recreation Department, requests the Council approve the financing for the Library lighting upgrades in the amount of \$20,689 and for the citywide access control upgrades in the amount of \$13,500. Mr. Korytko explained in his staff report that the Library currently uses a large variety of antiquated lighting technology throughout the building. The older technology is considered energy inefficient and is costly to maintain and replace. Avista is offering rebates for the purchase and installation of common high-efficiency lighting equipment. Installation of LED fixtures and lamps would lower operational and maintenance costs, and improve aesthetics for patrons and staff. Mr. Korytko also explained

that the current access control system, which operates all lock/unlock schedules and card access across all major City buildings and campuses, is supported by an on-premise server located at City Hall. The on-prem server is no longer supported by the City's service provider. The company has switched their services to a cloud-based subscription and rendered the old on-prem server obsolete. In the event of server failure, the City's access control system would remain operational, but the ability to modify users and schedules would be lost. The cost of the library lighting upgrade is \$44,500. However, Avista offers a rebate of \$23,811, which brings the total cost to \$20,689. The Citywide access control upgrade has an installation cost of \$13,500 with an annual subscription fee of \$6,900 to operate and maintain the system. The access control company offers a buyback program for our obsolete hardware. This incentivizes existing customers to remain with the company by offering an equipment replacement at an approximate 80% discount. Mr. Korytko said that neither of these projects are in the current budget so he is requesting Council approve the use of the general fund to pay for both projects.

Mr. Tymesen, City Administrator, said the reasons for requesting this now, rather than in the FY 23-24 budget is 1) the Avista rebates sometime go away, therefore, we may not be able to utilize it if we wait, and 2) the access control company is offering a buyback program for the obsolete hardware. There are currently savings on both sides of this request.

MOTION: by Miller, seconded by Gookin, to recommend that Council Approve the Financing of the Library Lighting and Citywide Access Control Upgrades, in the Amount of \$34,189.00. Motion Carried.

**Item 3. Request Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Payroll Coordinator, Wastewater Operator I, and Collection Operator I Classifications
(Consent Resolution)**

Melissa Tosi, Director of the Human Resources Department, requests the Council approve an amendment to the City's current Classification and Compensation Plan, specifically the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications. Ms. Tosi explained in her staff report that the Wastewater Treatment/Collection Operator I classifications are currently leveled at a pay grade 8. These classifications are required to obtain an Idaho Class I Wastewater Treatment/Collection Operator license. When reviewing placement for these classifications, these positions more closely align to the duties and license requirements of a Water Utility Worker at a pay grade 9. The classifications have a similar level of responsibility and impact to the organization and require a similar level of skills and credentials. Additionally, the other streets and water classifications in a pay grade 8 do not require any type of licensure. For internal equity, the recommendation from staff and Ameriben, Human Resources Consulting, is to increase the pay grade from a pay grade 8 to a pay grade 9. Additionally, Ms. Tosi explained that the Payroll Specialist is currently leveled at a pay grade 11. This classification was changed from a pay grade 12 to a pay grade 11 in early 2022, mostly due to the removal of a number of duties and reduced level of qualification requirements as well as the increased amount of assistance with payroll functions and auditing that was being done through Human Resources. The position was also retitled from Payroll Coordinator to Payroll Specialist. Furthermore, in 2022 the City also experienced resignations in both the Payroll Specialist and Human Resources Specialist positions. In refilling the positions, the City hired an experienced Payroll Specialist that ultimately did not require as much assistance and support from Human Resources. As a result of the Payroll Specialist hire, Human Resources refilled their vacancy as an Administrative Assistant, instead of the previously filled Human Resources Specialist. Due to adding back the higher-level duties, along with adding additional duties to this classification, the recommendation from staff and Ameriben, Human Resource Consulting, is to return the classification to the original Payroll Coordinator title and to amend

the pay grade back to a pay grade 12. Ms. Tosi said a pay grade 8 to a pay grade 9 is a 6% increase and a pay grade 11 to a pay grade 12 is an 8% increase.

Discussion ensued regarding how positions are leveled and compensated if a person is under performing as to their job description or exceeding the performance of a job description.

MOTION: by Gookin, seconded by Miller, to recommend that Council Approve the Personnel Rule Update to the Classification/Compensation Plan in Regard to the Payroll Coordinator, Wastewater Operator I, and Collection Operator I Classifications. Motion Carried.

Item 4. Request Acceptance of Bid and Award a Contract to Aspen Homes, for the Reconstruction of the Jewett House Garage, in the amount of \$172,400.00
(Consent Resolution)

Adam Rouse, Recreation Program Coordinator for the Parks and Recreation Department, requests the Council approve a contract with Aspen Homes for the reconstruction of the garage at the Jewett House. Mr. Rouse explained in his staff report that the original Jewett House construction began in 1915 and became the home of Huntington Taylor and his family. Taylor was the superintendent of the Rutledge Timber Company. In 1928, George Jewett became the general manager of the Timber Company, and he and his family occupied the home until 1937 when Rutledge Timber underwent a merger with Potlatch Corporation. At this point, the house became company-owned and used to house staff and guests of the company. In 1978, the Potlatch Corporation entered into an Agreement of Trust with the City for the conveyance of the Jewett House to the City in trust as a recreational facility for senior citizens. Mr. Rouse explained that the original garage structure was destroyed during a wind storm in 2020. The cost of replacement is coming from the Idaho Counties Risk Management Program (ICRMP) in the form of insurance proceeds. The City has received one payment so far towards the replacement cost with the remainder of the recovery to be paid by ICRMP upon completion of the project. The City received a proposal from Aspen Homes for \$172,400 and Young Construction for \$224,000. Mr. Rouse added that the Jewett House has been a wonderful asset to the City by offering a location for senior citizen recreation activities and it is a very desirable location for weddings and events. The revenues generated from these events have allowed the City to perform the needed maintenance to the facility without having to ask for additional funding. The reconstruction of the garage will include two (2) ADA accessible restrooms on the north side of the structure that will be dedicated for use by house guests. This will eliminate the need for events to rent portable toilets.

MOTION: by Miller, seconded by Gookin, to recommend that Council Approve Accept the Bid and Award a Contract to Aspen Homes, for the Reconstruction of the Jewett House Garage, in the amount of \$172,400.00. Motion Carried.

Recording of the meeting can be found at: <https://www.youtube.com/live/qyZ1293Vd8w?feature=share>

The meeting adjourned at 12:30 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

RESOLUTION NO. 23-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FOR THE FOLLOWING: COEUR D'ALENE PLACE 36TH ADDITION FINAL PLAT APPROVAL, ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS, APPROVAL OF MAINTENANCE/WARRANTY AGREEMENT, APPROVAL OF LANDSCAPE WORK AGREEMENT, AND ACCEPTANCE OF SECURITY [S-1-18]; COEUR D'ALENE PLACE 37TH ADDITION FINAL PLAT APPROVAL, ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS, APPROVAL OF MAINTENANCE/WARRANTY AGREEMENT, APPROVAL OF LANDSCAPE WORK AGREEMENT, AND ACCEPTANCE OF SECURITY [S-1-20]; CONSENT TO THE TRANSFER OF THE FIVE-YEAR RENEWSABLE LEASE FOR THE SEASONAL ICE-SKATING RINK AT MCEUEN PARK FROM JMURRAY ENTERPRISES LLC TO VMC NORTHWEST LLC, D/B/A COEUR D'ALENE ON ICE; AMENDMENT TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN, CHANGING THE LEVELING OF THE WASTEWATER OPERATOR I FROM PAYGRADE 8 TO PAYGRADE 9, THE COLLECTIONS OPERATOR I FROM PAYGRADE 8 TO PAYGRADE 9, AND THE PAYROLL COORDINATOR FROM PAYGRADE 11 TO PAYGRADE 12 WITH A CHANGE IN TITLE TO PAYROLL SPECIALIST; AND ACCEPTANCE OF THE BID OF, AND AWARD OF A CONTRACT TO, ASPEN HOMES FOR THE RECONSTRUCTION OF THE JEWETT HOUSE GARAGE IN AN AMOUNT NOT TO EXCEED \$172,400.00.

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

- A) Coeur d'Alene Place 36th Addition Final Plat Approval, Acceptance of Infrastructure Improvements, Approval of a Maintenance/Warranty Agreement, Approval of a Landscape Work Agreement, and Acceptance of Security [S-1-18];
- B) Coeur d'Alene Place 37th Addition Final Plat Approval, Acceptance of Infrastructure Improvements, Approval of a Maintenance/Warranty Agreement, Approval of a Landscape Work Agreement, and Acceptance of Security [S-1-20];
- C) Consent to the transfer of the 5-year renewable Lease for the Seasonal Ice-Skating Rink at McEuen Park from JMurray Enterprises LLC, to VMC Northwest LLC, d/b/a Coeur d'Alene on Ice;
- D) Amendment of the City's Classification and Compensation Plan, changing the leveling for the Wastewater Operator I from paygrade 8 to paygrade 9, the Collections Operator I from paygrade 8 to paygrade 9, and the Payroll Coordinator from paygrade 11 to paygrade 12 with a change in title to Payroll Specialist;

- E) Acceptance of the bid of, and award of a contract to, Aspen Homes for the reconstruction of the Jewett House Garage in an amount not to exceed \$172,400.00;

AND

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

NOW, THEREFORE,

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

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

DATED this 1st day of August, 2023.

James Hammond, 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: August 1, 2023
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d’Alene Place 36th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a forty-five (45) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: West of Ramsey Road and South of Wilbur Avenue.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 35th Addition (2015 – 2022).

FINANCIAL ANALYSIS

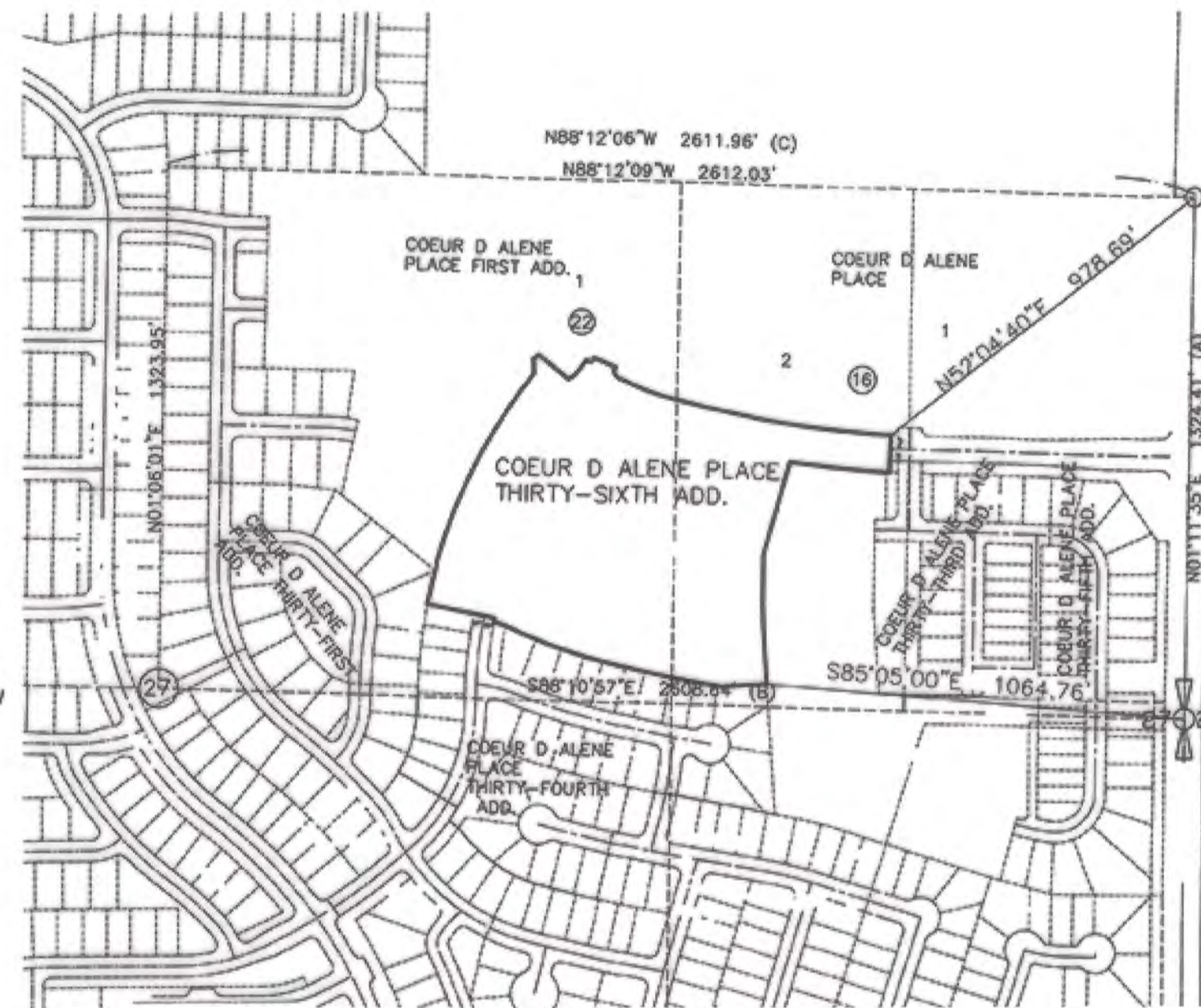
The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on August 1, 2024. The amount of the security provided is \$117,834.00. Additionally, the developer is furnishing security in the amount of \$312,240.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on August 1, 2024. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation Pipe System, Landscape Preparation, Hydro seeding, Landscape Trees, and Park Equipment). The developer has stated that all open space landscaping installations will be complete by June 15, 2024.

DECISION POINT RECOMMENDATION

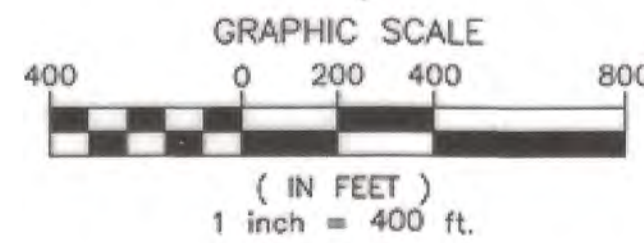
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.
4. Approve the Landscape Work Agreement and accompanying Security.



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

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

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



SURVEY REFERENCES

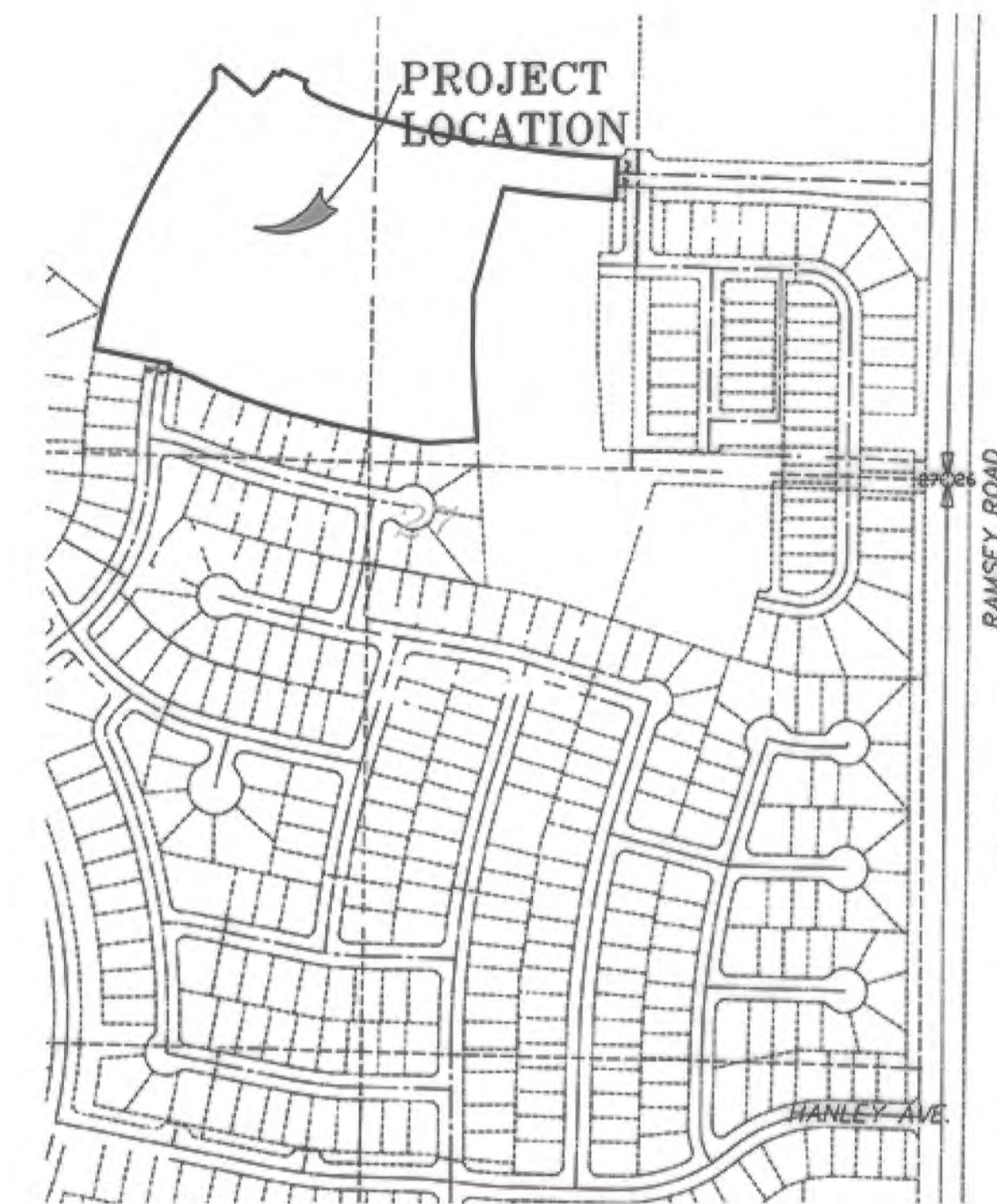
- (A) COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H
- (B) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B
- (C) COEUR D'ALENE PLACE THIRTY-FIRST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 397 THRU 397D
- (D) COEUR D'ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B
- (E) COEUR D'ALENE PLACE THIRTY-FOURTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 666 THRU 666C
- (F) COEUR D'ALENE PLACE THIRTY-FIFTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 667 THRU 667B

SURVEYOR'S NARRATIVE

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

BASIS OF BEARINGS

THE BEARING OF N01°11'35"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, ACCORDING TO COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210-210H WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 00°47'36.60.



VICINITY MAP
 NOT TO SCALE

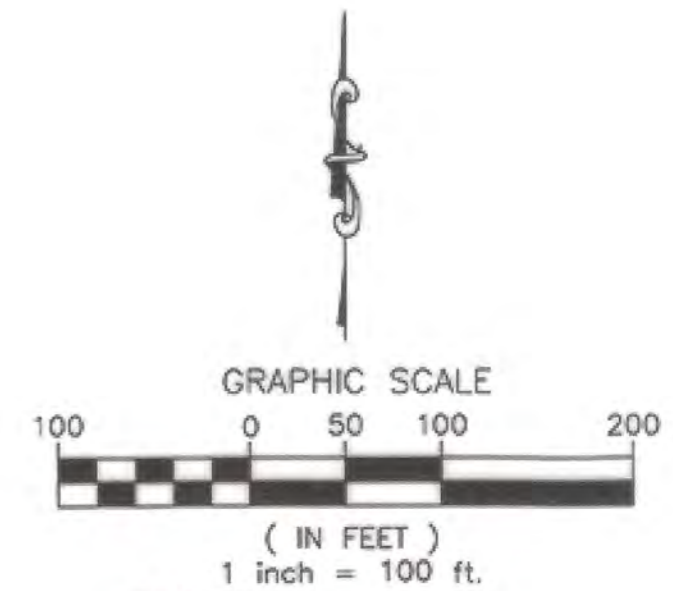
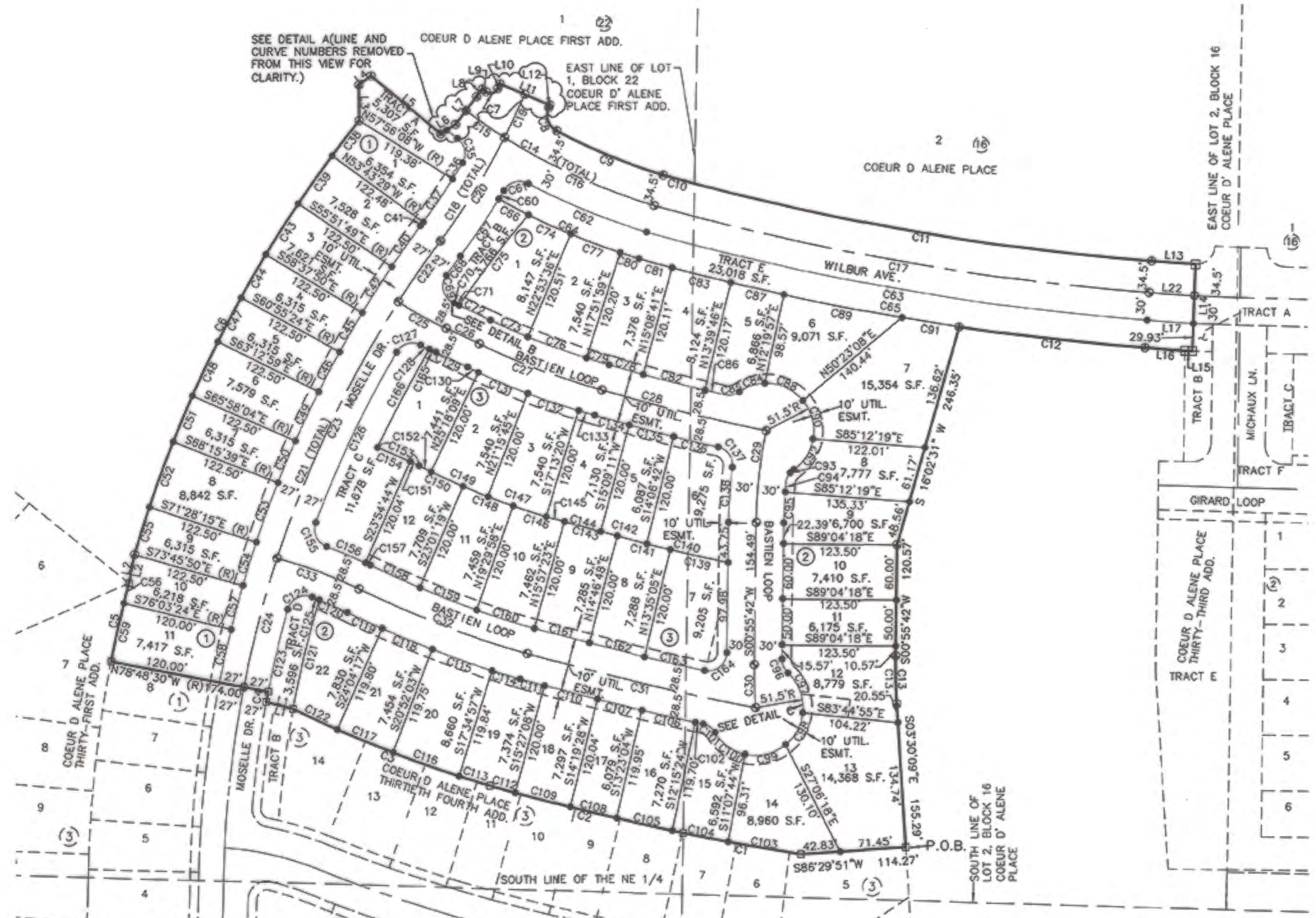


**COEUR D'ALENE PLACE
 THIRTY-SIXTH ADDITION**
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 27
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY
 OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

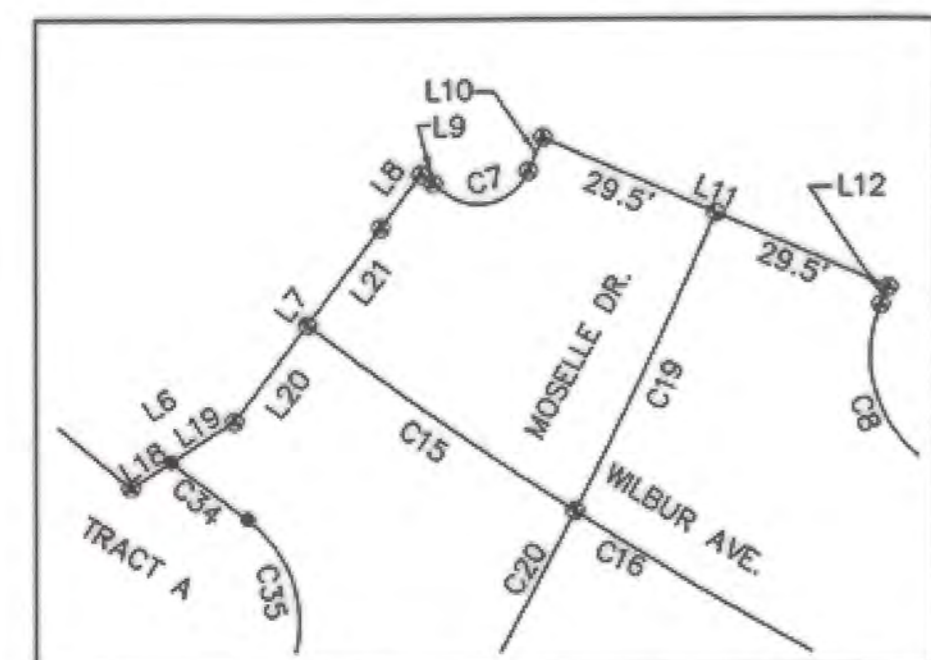
RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
 SPOKANE, WA 99205
 TEL: (509) 324-7861
 FAX: (509) 327-7249
 E-MAIL: rudy@rfklandsurveying.com

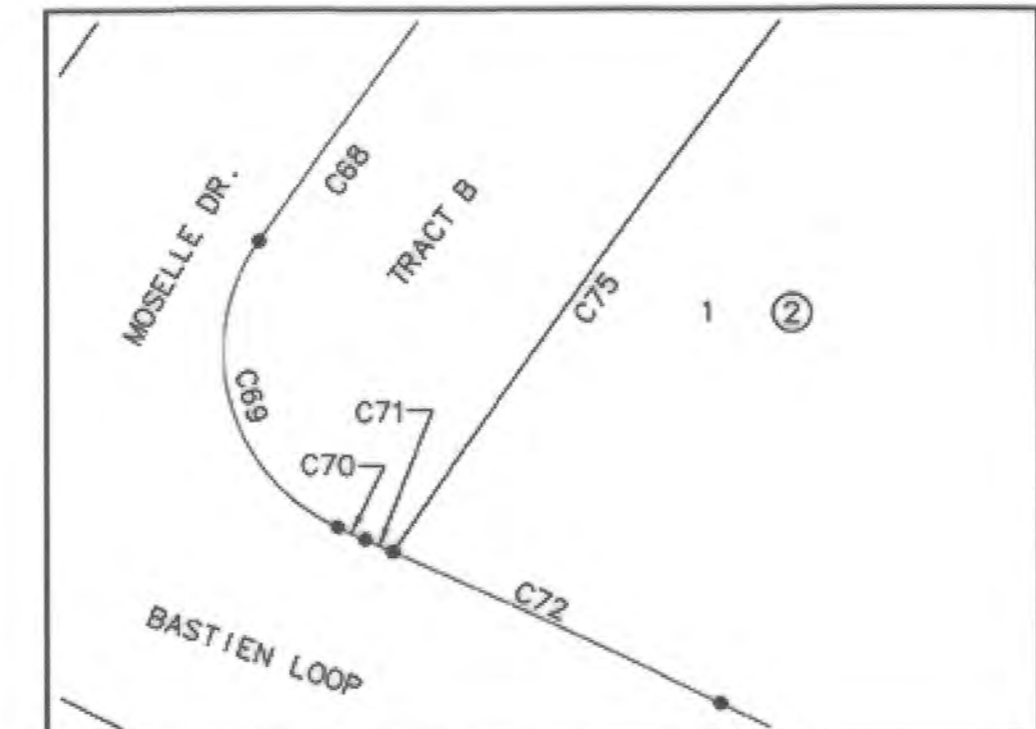
DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	22-123
DATE	DATE	SHEET	FIELD BOOK
01/20/23	01/20/23	1 OF 4	



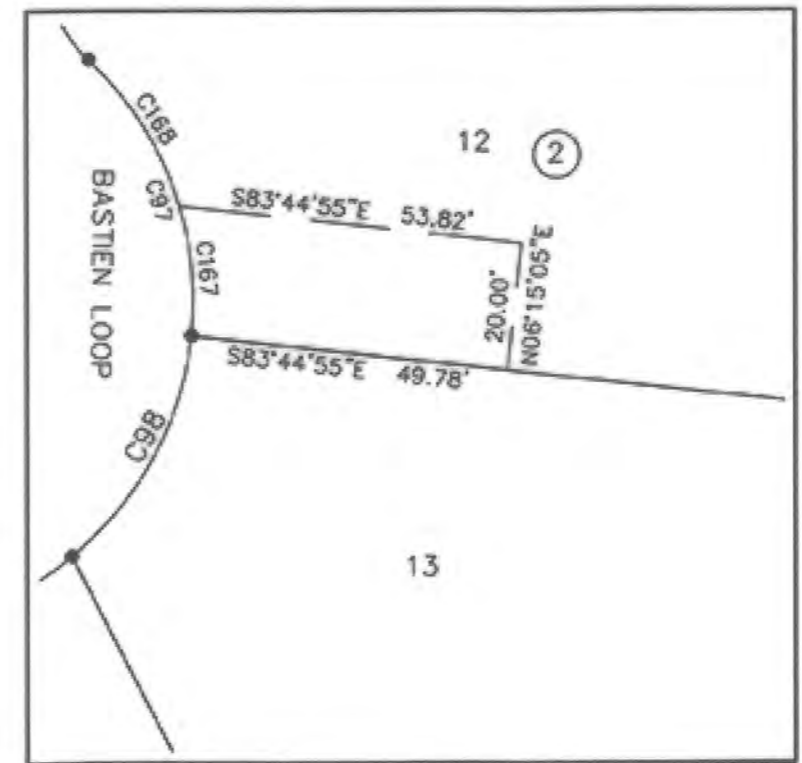
- LEGEND**
- ⊠ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
 - △ FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊙ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - ⊙ SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ① BLOCK NUMBER
- P.O.B. = POINT OF BEGINNING
AREA = 12.898 ACRES



DETAIL A
SCALE: 1"=30'



DETAIL B
SCALE: 1"=20'



DETAIL C
DRAINAGE EASEMENT
SCALE: 1"=30'



1-25-23
**COEUR D'ALENE PLACE
THIRTY-SIXTH ADDITION**
LOCATED IN THE NORTHEAST QUARTER OF SECTION 27
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY
OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	22-123
DATE	DATE	SHEET	FIELD BOOK
01/20/23	01/20/23	2 OF 4	

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2786.91'	130.04'	130.03'	N 79°38'11" W	2°40'25"
C2	2786.91'	216.44'	216.39'	N 76°04'29" W	4°26'59"
C3	1290.95'	229.47'	229.17'	N 68°45'26" W	10°11'05"
C4	1173.00'	11.39'	11.39'	N 10°54'49" E	0°33'22"
C5	1347.00'	87.27'	87.26'	N 13°02'52" E	3°42'44"
C6	1349.50'	533.36'	529.90'	N 27°33'31" E	22°38'42"
C7	8.50'	15.26'	13.29'	N 75°18'37" E	102°50'30"
C8	20.00'	29.74'	27.08'	S 18°56'04" E	85°12'35"
C9	608.01'	125.13'	124.91'	S 67°26'06" E	11°47'29"
C10	2765.93'	35.73'	35.73'	N 74°37'30" W	0°44'24"
C11	2765.93'	504.57'	503.87'	S 80°13'18" E	10°27'08"
C12	2860.43'	203.11'	203.06'	N 83°24'47" W	4°04'06"
C13	673.00'	52.05'	52.03'	S 01°17'14" E	4°25'52"
C14	642.51'	230.38'	229.15'	S 63°05'00" E	20°32'40"
C15	642.51'	51.09'	51.08'	S 55°05'22" E	4°33'23"
C16	642.51'	179.29'	178.71'	S 65°21'42" E	15°59'17"
C17	2800.43'	547.32'	546.44'	S79°50'54"E	11°11'52"
C18	800.00'	184.23'	183.83'	N 30°03'38" E	13°11'41"
C19	800.00'	51.63'	51.62'	S 25°18'44" W	3°41'53"
C20	800.00'	132.60'	132.45'	S 31°54'34" W	9°29'49"
C21	1200.00'	533.37'	528.99'	S 23°55'29" W	25°27'59"
C22	1200.00'	80.25'	80.24'	S 34°44'32" W	3°49'54"
C23	1200.00'	308.82'	307.97'	S 25°27'14" W	14°44'42"
C24	1200.00'	144.30'	144.21'	S 14°38'11" W	6°53'23"
C25	300.00'	59.25'	59.16'	S 60°59'00" E	11°18'59"
C26	798.43'	39.40'	39.40'	S 65°13'40" E	2°49'39"
C27	802.57'	143.04'	142.85'	S 68°55'11" W	10°12'41"
C28	2702.57'	184.24'	184.20'	S 75°58'42" W	3°54'21"
C29	528.50'	100.40'	100.25'	N 06°22'15" W	10°53'06"
C30	528.50'	46.57'	46.55'	S 01°35'45" W	5°02'54"
C31	2999.57'	255.29'	255.21'	N 76°27'49" W	4°52'35"
C32	1099.57'	195.97'	195.71'	N 68°55'11" W	10°12'41"
C33	501.43'	95.10'	94.96'	S 69°14'51" W	10°52'01"
C34	672.51'	14.92'	14.92'	S53°06'01"E	1°16'17"
C35	20.00'	29.41'	26.83'	S11°36'17"E	84°15'46"
C36	773.00'	20.75'	20.75'	S31°17'44"W	1°32'16"
C37	773.00'	56.81'	56.80'	S34°10'11"W	4°12'39"
C38	1349.50'	48.01'	48.01'	N37°51'43"E	2°02'19"
C39	1349.50'	63.74'	63.73'	N35°29'22"E	2°42'22"
C40	1227.00'	54.00'	54.00'	S35°23'50"W	2°31'18"
C41	773.00'	5.17'	5.17'	S36°28'00"W	0°22'58"
C42	1227.00'	59.26'	59.25'	S32°45'11"W	2°46'01"
C43	1349.50'	65.17'	65.16'	N32°45'11"E	2°46'01"
C44	1349.50'	54.01'	54.00'	N30°13'23"E	2°17'34"
C45	1227.00'	49.10'	49.10'	S30°13'23"W	2°17'34"
C46	1227.00'	49.10'	49.10'	S27°55'49"W	2°17'34"
C47	1349.50'	54.01'	54.00'	N27°55'49"E	2°17'34"
C48	1349.50'	64.81'	64.80'	N25°24'29"E	2°45'06"
C49	1227.00'	58.93'	58.92'	S25°24'29"W	2°45'06"
C50	1227.00'	49.10'	49.10'	S22°53'09"W	2°17'34"
C51	1349.50'	54.01'	54.00'	N22°53'09"E	2°17'34"
C52	1349.50'	75.61'	75.60'	N20°08'03"E	3°12'37"
C53	1227.00'	68.75'	68.74'	S20°08'03"W	3°12'37"
C54	1227.00'	49.10'	49.10'	N17°22'57"E	2°17'34"
C55	1349.50'	54.01'	54.00'	N17°22'57"E	2°17'34"
C56	1347.00'	22.59'	22.59'	S14°25'25"W	0°57'39"
C57	1227.00'	49.10'	49.10'	S15°05'23"W	2°17'34"
C58	1227.00'	58.93'	58.92'	S12°34'03"W	2°45'06"
C59	1347.00'	64.89'	64.88'	N12°34'03"E	2°45'06"
C60	827.00'	10.50'	10.50'	N31°05'42"E	0°43'39"
C61	20.00'	30.63'	27.72'	N74°36'15"E	87°44'45"
C62	672.51'	139.12'	138.87'	S67°26'58"E	11°51'10"
C63	2830.43'	553.41'	552.53'	S79°50'45"E	11°12'09"
C64	702.51'	166.03'	165.64'	N66°37'27"W	13°32'27"
C65	2860.43'	559.50'	558.61'	N79°50'37"W	11°12'25"
C66	702.51'	36.57'	36.56'	S61°20'42"E	2°58'57"
C67	827.00'	75.05'	75.02'	N34°03'30"E	5°11'57"
C68	1148.29'	26.24'	26.24'	N36°01'09"E	1°18'34"
C69	20.00'	35.37'	30.94'	N15°18'12"W	101°20'08"
C70	271.50'	3.18'	3.18'	N66°18'23"W	0°40'14"
C71	826.93'	3.17'	3.17'	N66°31'54"W	0°13'11"
C72	826.93'	37.64'	37.64'	N65°07'05"W	2°36'29"
C73	774.07'	44.48'	44.48'	N65°27'37"W	3°17'34"
C74	702.51'	50.74'	50.72'	S64°54'18"E	4°08'17"
C75	1143.00'	123.98'	123.92'	N37°33'57"E	6°12'53"
C76	774.07'	67.92'	67.89'	N69°37'13"W	5°01'37"
C77	702.51'	57.35'	57.34'	S69°18'47"E	4°40'40"
C78	2674.07'	38.72'	38.72'	N74°26'25"W	0°49'47"
C79	774.07'	25.56'	25.56'	N73°04'47"W	1°53'30"
C80	702.51'	21.37'	21.37'	S72°31'23"E	1°44'34"
C81	2860.43'	37.21'	37.21'	S74°36'46"E	0°44'43"
C82	2674.07'	69.16'	69.16'	N75°35'46"W	1°28'55"
C83	2860.43'	66.06'	66.06'	S75°38'49"E	1°19'23"
C84	51.50'	29.66'	29.26'	S71°50'32"W	33°00'10"
C85	20.00'	16.70'	16.22'	S79°16'00"W	47°51'07"
C86	2674.07'	21.95'	21.95'	N76°34'20"W	0°28'13"
C87	2860.43'	59.30'	59.30'	S76°54'09"E	1°11'16"
C88	51.50'	46.78'	45.19'	N65°38'08"W	52°02'31"
C89	2860.43'	130.79'	130.78'	S78°48'23"E	2°37'12"
C90	51.50'	44.50'	43.13'	N14°51'35"W	49°30'34"
C91	2860.43'	63.03'	63.03'	S80°44'51"E	1°15'45"
C92	51.50'	40.18'	39.17'	N32°14'54"E	44°42'25"
C93	20.00'	16.97'	16.47'	N30°17'41"E	48°36'52"
C94	498.50'	10.38'	10.38'	N05°23'28"E	1°11'34"
C95	498.50'	33.64'	33.63'	N02°51'41"E	3°51'59"
C96	20.00'	16.71'	16.23'	N23°00'50"W	47°53'04"
C97	51.50'	47.83'	46.13'	N20°21'08"W	53°12'27"
C98	51.50'	40.19'	39.18'	N28°36'29"E	44°42'47"
C99	51.50'	46.69'	45.11'	N76°56'16"E	51°56'46"
C100	51.50'	41.32'	40.22'	S54°06'07"E	45°58'28"
C101	20.00'	16.33'	15.88'	S54°30'38"E	46°47'30"
C102	3028.07'	8.61'	8.61'	S77°49'29"E	0°09'47"
C103	2786.91'	80.25'	80.25'	N80°08'53"W	1°38'59"
C104	2786.91'	61.96'	61.96'	N78°41'10"W	1°16'26"
C105	2786.91'	61.97'	61.97'	N77°24'44"W	1°16'26"

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C106	3028.07'	59.61'	59.61'	S77°10'46"E	1°07'40"
C107	3028.07'	49.67'	49.67'	S76°08'44"E	0°56'24"
C108	2786.91'	51.64'	51.64'	N76°14'40"W	1°03'42"
C109	2786.91'	61.97'	61.97'	N75°04'36"W	1°16'27"
C110	3028.07'	59.61'	59.61'	S75°06'42"E	1°07'40"
C111	3028.07'	27.60'	27.60'	S74°17'12"E	0°31'20"
C112	2786.91'	28.69'	28.69'	N74°08'41"W	0°35'24"
C113	1290.95'	35.02'	35.02'	N73°04'21"W	1°33'16"
C114	1128.07'	31.66'	31.66'	S73°13'17"E	1°36'29"
C115	1128.07'	68.86'	68.86'	S70°40'07"E	3°29'52"
C116	1290.95'	75.73'	75.72'	N70°36'53"W	3°21'40"
C117	1290.95'	65.59'	65.58'	N67°28'43"W	2°54'39"
C118	1128.07'	58.89'	58.88'	S67°25'27"E	2°59'28"
C119	1128.07'	41.64'	41.63'	S64°52'17"E	2°08'53"
C120	472.93'	33.67'	33.66'	S65°51'12"E	4°04'43"
C121	1143.00'	121.71'	121.65'	N13°34'22"E	6°06'03"
C122	1290.95'	53.13'	53.13'	N64°50'39"W	2°21'29"
C123	1173.00'	103.03'	103.00'	N13°09'07"E	5°01'58"
C124	20.00'	33.31'	29.59'	N63°23'04"E	95°25'57"
C125	472.93'	8.31'	8.31'	S68°23'45"E	1°00'24"
C126	1173.00'	205.08'	204.82'	S25°30'14"W	10°01'02"
C127	20.00'	30.02'	27.28'	N73°31'04"E	86°00'37"
C128	328.50'	10.47'	10.47'	N64°23'25"W	1°49'35"
C129	769.93'	38.00'	37.99'	S65°13'40"E	2°49'39"
C130	831.07'	12.81'	12.81'	S64°15'21"E	0°53'00"
C131	831.07'	58.60'	58.59'	N66°43'03"W	4°02'25"
C132	831.07'	58.60'	58.59'	N70°45'28"W	4°02'25"
C133	831.07'	18.10'	18.10'	N73°24'06"W	1°14'52"
C134	2731.07'	39.15'	39.15'	N74°26'10"W	0°49'17"
C135	2731.07'	49.64'	49.64'	S75°22'03"E	1°02'29"
C136	2731.07'	49.93'	49.93'	N76°24'43"W	1°02'51"
C137	20.00'	29.32'	26.77'	N34°56'05"W	84°00'09"
C138	558.50'	59.83'	59.80'	S03°59'51"W	6°08'18"
C139	2851.07'	64.41'	64.41'	S77°03'45"E	1°17'40"
C140	2851.07'	90.64'	90.64'	N76°47'56"W	1°49'18"
C141	2851.07'	59.48'	59.48'	S75°49'03"E	1°11'43"
C142	2851.07'	51.82'	51.82'	N75°22'03"W	1°02'29"
C143	2851.07'	59.48'	59.48'	S74°37'20"E	1°11'43"
C144	2851.07'	40.91'	40.91'	S74°26'09"E	0°49'20"
C145	951.07'	20.67'	20.67'	S73°24'02"E	1°14'43"
C146	951.07'	58.47'	58.46'	S72°15'43"E	3°31'21"
C147	951.07'	67.06'	67.05'	S70°45'28"E	4°02'25"
C148	951.07'	58.47'	58.46'	S68°44'21"E	3°31'21"
C149	951.07'	67.06'	67.05'	S66°43'03"E	4°02'25"
C150	951.07'	52.52'	52.51'	S65°23'46"E	3°09'50"
C151	649.93'	10.79'	10.79'	S64°17'23"E	0°57'04"
C152	951.07'	14.66'	14.66'	N64°15'21"W	0°53'00"
C153	649.93'	49.49'	49.48'	N65°59'43"W	4°21'46"
C154	649.93'	38.70'	38.69'	S66°28'16"E	3°24'42"
C155	20.00'	31.39'	28.27'	N24°28'06"W	88°55'39"
C156	529.93'	45.94'	45.92'	N66°56'56"W	4°57'59"
C157	529.93'	6.03'	6.03'	N64°08'23"W	0°39'06"
C158	1071.07'	59.15'	59.14'	N65°23'46"W	3°09'50"
C159	1071.07'	65.85'	65.84'	N68°44'21"W	3°31'21"
C160	1071.07'	65.89'	65.88'	N72°15'47"W	3°31'30"
C161	2971.07'	61.94'	61.94'	N74°37'22"W	1°11'40"
C162	2971.07'	61.98'	61.98'	N75°49'03"W	1°11'43"
C163	2971.07'	66.82'	66.82'	N77°03'34"W	1°17'19"
C164	20.00'	35.38'	30.95'	S51°36'44"W	101°22'04"
C165	328.50'	7.67'	7.67'	S65°58'21"E	1°20'17"
C166	1773.85'	120.74'	120.72'	S27°59'16"W	3°54'00"
C167	51.50'	20.54'	20.40'	N05°10'28"W	22°51'07"
C168	51.50'	27.29'	26.97'	N31°46'42"W	30°21'21"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 75°03'56" W	30.09'
L2	N 11°00'38" E	31.45'
L3	N 00°23'08" W	38.67'
L4	N 53°11'54" E	16.30'
L5		

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO. ON THE _____ DAY OF _____, 20____.

COEUR D'ALENE CITY CLERK

Christy W. Bodley
COEUR D'ALENE CITY ENGINEER PE #10004

HEALTH DISTRICT APPROVAL

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

DATE 6-22-23 HEALTH DISTRICT SIGNATURE Jay Jewland

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #0717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

Michael E. Moore 1-25-23
MICHAEL E. MOORE P.L.S. #0717 DATE



KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH December 31, 2022 THIS

21 DAY OF July, 2023

Dee Ann Reed, Deputy Treasurer
KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY SURVEYOR



KOOTENAI COUNTY RECORDER

STATE OF IDAHO

COUNTY OF KOOTENAI

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____ THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK _____ A.M. AND DULY RECORDED IN BOOK _____ PAGE _____ AS INSTRUMENT NO. _____ FEB _____

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 3 OF COEUR D'ALENE PLACE THIRTY-FOURTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 666 THRU 666C; THENCE ALONG THE NORTH BOUNDARY OF SAID COEUR D'ALENE PLACE THIRTY-FOURTH ADDITION THE FOLLOWING (7) SEVEN COURSES:

- 1) S86°29'51"W A DISTANCE OF 114.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2786.91 FEET AND A CHORD BEARING AND DISTANCE OF N79°38'11"W, 130.03 FEET;
2) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°40'25" AN ARC DISTANCE OF 130.04 FEET TO THE EAST LINE OF LOT 1, BLOCK 22 OF SAID COEUR D'ALENE PLACE FIRST ADDITION;
3) THENCE CONTINUING ALONG SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N76°04'29"W, 216.39 FEET THROUGH A CENTRAL ANGLE OF 04°26'59" AN ARC DISTANCE OF 216.44 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1290.95 FEET AND A CHORD BEARING AND DISTANCE OF N68°45'26"W, 229.17 FEET;
4) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°11'05" AN ARC DISTANCE OF 229.47 FEET;
5) N75°03'56"W A DISTANCE OF 30.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1173.00 FEET AND A CHORD BEARING AND DISTANCE OF N10°54'49"E, 11.39 FEET;
6) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'22" AN ARC DISTANCE OF 11.39 FEET;
7) N78°48'30"W A DISTANCE OF 174.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7, BLOCK 3 OF COEUR D'ALENE PLACE THIRTY-FIRST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 397 THRU 397D; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1347.00 FEET AND A CHORD BEARING AND DISTANCE OF N13°02'52"E, 87.26 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°42'44" AN ARC DISTANCE OF 87.27 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE N11°00'38"E A DISTANCE OF 31.45 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1349.50 FEET AND A CHORD BEARING AND DISTANCE OF N27°33'31"E, 529.90 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'42" AN ARC DISTANCE OF 533.36 FEET; THENCE N00°23'08"W A DISTANCE OF 38.67 FEET; THENCE N53°11'54"E A DISTANCE OF 16.30 FEET; THENCE S50°14'56"E A DISTANCE OF 98.26 FEET; THENCE N57°31'34"E A DISTANCE OF 19.16 FEET; THENCE N37°10'41"E A DISTANCE OF 38.00 FEET; THENCE N37°11'21"E A DISTANCE OF 10.50 FEET; THENCE S53°02'23"E A DISTANCE OF 4.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 8.50 FEET AND A CHORD BEARING AND DISTANCE OF N75°18'37"E, 13.29 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 102°50'30" AN ARC DISTANCE OF 15.26 FEET; THENCE N23°40'35"E A DISTANCE OF 5.73 FEET; THENCE S66°32'13"E A DISTANCE OF 59.00 FEET; THENCE S23°34'00"W A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S18°56'04"E, 27.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°12'35" AN ARC DISTANCE OF 29.74 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 608.01 FEET AND A CHORD BEARING AND DISTANCE OF S67°26'06"E, 124.91 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°47'29" AN ARC DISTANCE OF 125.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2765.93 FEET AND A CHORD BEARING AND DISTANCE OF S74°37'30"E, 35.73 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°44'24" AN ARC DISTANCE OF 35.73 FEET TO THE EAST LINE OF LOT 1, BLOCK 22 OF SAID COEUR D'ALENE PLACE FIRST ADDITION; THENCE CONTINUING ALONG SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S80°13'16"E, 503.87 FEET THROUGH A CENTRAL ANGLE OF 10°27'08" AN ARC DISTANCE OF 504.57 FEET; THENCE S85°22'08"E A DISTANCE OF 47.94 FEET TO THE NORTHWESTERLY BOUNDARY CORNER OF COEUR D'ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B; THENCE S02°16'39"W ALONG THE WESTERLY BOUNDARY LINE A DISTANCE OF 94.43 FEET TO THE SOUTHWEST CORNER OF TRACT A OF SAID COEUR D'ALENE PLACE THIRTY-THIRD ADDITION; THENCE N88°07'17"W A DISTANCE OF 7.81 FEET; THENCE N85°04'12"W A DISTANCE OF 43.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2860.43 FEET AND A CHORD BEARING AND DISTANCE OF N83°24'47"W, 203.06 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°04'06" AN ARC DISTANCE OF 203.11 FEET; THENCE S16°02'31"W A DISTANCE OF 246.35 FEET; THENCE S00°55'42"W A DISTANCE OF 120.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 673.00 FEET AND A CHORD BEARING AND DISTANCE OF S01°17'14"E, 52.03 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°25'52" AN ARC DISTANCE OF 52.05 FEET; THENCE S03°30'09"E A DISTANCE OF 155.29 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD. CONTAINING 12.898 ACRES MORE OR LESS.

- 1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.
2.) THE OWNER HEREBY DEDICATES THE STREET RIGHT OF WAY OF WILBUR AVENUE, MOSELLE DRIVE AND BASTIEN LOOP AS SHOWN HEREON TO THE PUBLIC FOREVER.
3.) THE OWNER HEREBY GRANTS TO THE PUBLIC A NINE AND A HALF FOOT (9.5') EASEMENT AND ALL OF TRACTS A, B, C, D AND E AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
4.) TRACTS A, B, C, D AND E IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS 16th DAY OF JUNE, 2023

Kevin Schuch
BY: GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SPOKANE) SS

ON THIS 16th DAY OF June, 2023 BEFORE ME, *Amanda K Rimpow* A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED *Kevin Schuch* KNOWN OR IDENTIFIED TO ME TO BE President FOR GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Amanda K Rimpow *Kevin Schuch* *June 25, 2026*
NOTARY PUBLIC FOR THE STATE OF WASHINGTON RESIDING AT MY COMMISSION EXPIRES



COEUR D'ALENE PLACE THIRTY-SIXTH ADDITION

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

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com

Table with 4 columns: DRAWN, APPROVED, SCALE, PROJECT. Values include MEM, RPK, N/A, 22-123, DATE, SHEET, 4 OF 4, FIELD BOOK.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Coeur d'Alene Place 36th Addition

THIS AGREEMENT made this 1st day of August, 2023 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 36th Addition, a forty-five (45) lot, residential development in Coeur d'Alene, situated in the NE ¼ Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 36th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated February 25, 2022, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Seventeen Thousand Eight Hundred Thirty-four and 00/100 Dollars (\$117,834.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 1st day of August, 2024. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty-Five and No/100 Dollars (\$25.00).

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


City of Coeur d'Alene

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.



Kevin Schneidmiller, Vice-President

EXHIBIT 'A'

Project Name:		Coeur d' Alene Place 36th Addition											
Project Number:													
Total Acres:													
# of Single Family Lots:													
# of Multi Family units:													
Street Names			Moselle Dr.	Bastein Loop	Wilbur Ave	per unit	cost	tax	Total Costs				
		length	715	1120	758								
		width	33	30	30								
50	Radius	7850		15700									
		culdesac											
		area - sq ft	23595	49300	22740								
Expenses													
		average depth	1	1	1								
		taxable	ROW width	57	57	60							
9-0120	Storm Drainage	0 Single Depth DW			1	\$ 3,400.00	6,800	0					
		0 Double Depth DW	3	1	1	\$ 4,000.00	20,000	0					
		0 CMP 8"				\$ 34.00	0	0					
		0 CMP 12"	425	64	108	\$ 68.00	40,596	0					
		0 CMP 18"				\$ 73.00	0	0					
		0 HDPE 24"				\$ 124.00	0	0					
		0 storm manhole				\$ 3,300.00	0	0					
		0 Type I CB				\$ 1,850.00	0	0					
		0 Type II CB	4	2	4	\$ 2,200.00	22,000	0					
		0 Sidewalk Vaults		2		\$ 850.00	1,700	0					
		0 208' ponds	1877	600	2145	\$ 1.20	5,546	0					
		0 Rip Rap				\$ 500.00	0	0					
		0 Splash Pads	2		2	\$ 1,250.00	5,000	0					
		0 Hydroseed				\$ 0.20	0	0	101,642				
9-0130	Sewer	0 6" mainline				\$ 26.00	0	0					
		0 8" mainline		1262		\$ 64.00	80,768	0					
		0 10" mainline				\$ 40.00	0	0					
		0 12" mainline				\$ 60.00	0	0					
		0 12" forced main				\$ 41.00	0	0					
		0 6" forced main				\$ 32.00	0	0					
		0 Manholes		4		\$ 5,300.00	21,200	0					
		0 Manholes-Main				\$ 300.00	0	0					
		0 services	11	34		\$ 980.00	44,100	0					
		0 8" cleanout				\$ 500.00	0	0					
		0 Extra depth		1262		\$ 12.00	15,144	0					
		0 sleeving				\$ 150.00	0	0					
		0 Tie in	2			\$ 1,400.00	2,800	0					
		0 Extra work ss service	11			\$ 500.00	5,500	0	169,512				
9-0140	Water	0 6" mainline				\$ 30.00	0	0					
		0 8" mainline		1273		\$ 74.00	94,202	0					
		0 10" mainline				\$ 51.00	0	0					
		0 12" Mainline	716		814	\$ 98.00	149,940	0					

Project Name:		Coeur d' Alene Place 36th Addition										
Project Number:												
Total Acres:												
# of Single Family Lots:												
# of Multi Family units:												
Street Names		Moselle Dr.	Bastein Loop	Wilbur Ave	per unit	cost	tax	Total Costs				
	0 Fire Hydrants	1	2		\$ 7,500.00	22,500	0					
	0 blow offs				\$ 1,600.00	0	0					
	0 Sample station				\$ 3,400.00	0	0					
	0 Services	11	34		\$ 3,650.00	164,250	0					
	0 irrigation service			1	\$ 15,000.00	15,000	0					
	0 irrigation sleeving				\$ 15.00	0	0					
	0 Tie In	1		1	\$ 1,600.00	3,200	0	449,092				
9-0150	Paving											
	2" on 4"				\$ 1.75	0	0					
	2" on 6"		49300		\$ 2.10	103,530	0					
	3" on 6"	23595		22740	\$ 2.65	122,788	0					
	4" on 8"				\$ 2.80	0	0					
	Base Rock				\$ -	0	0					
	Patching				\$ 4.50	0	0	226,318				
9-0151	Curbing											
	Curb and Gutter	1625			\$ 14.00	22,750	0					
	Rolled Curb		2310	1516	\$ 14.00	53,564	0					
	Type "S" Curb				\$ 8.25	0	0	76,314				
9-0152	Sidewalk width											
	5 feet	1430	2240	758	\$ 3.55	78,597	0					
	6 feet				\$ 3.25	0	0					
	ada domes S.F	0			\$ 21.00	0	0					
	Barricades				\$ 900.00	0	0					
	6 ADA Domes	14			\$ 1,450.00	20,300	0	98,897				
9-0175	Trail System											
	0 concrete				\$ 3.50	0	0					
	asphalt	5760		7580	\$ 4.00	53,360	0	53,360				
9-0180	Mailboxes/Street Signs											
	0 street signs	2	2		\$ 800.00	3,200	0	3,200				
	CONSTRUCTION COSTS							1,178,335				
	Warranty Bond 10%							117,834				

AGREEMENT TO PERFORM LANDSCAPE WORK
Coeur d'Alene Place 36th Addition

THIS AGREEMENT made this 1st day of August, 2023 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 36th Addition, a forty-five (45) lot, five (5) tract residential development in Coeur d'Alene, located in the NE ¼ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 15th day of June, 2024. Said improvements are more particularly described on the submitted estimate dated July 13, 2023 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Three Hundred Twelve Thousand Two Hundred Forty and 00/100 Dollars (\$312,240.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

James Hammond, Mayor

Developer



Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Project Name:		Coeur d ' Alene Place 36th Addition Landscape Warranty Bond											
Street Names			Moselle Dr.	Bastein Loop	Wilbur Ave	per unit	cost	tax	Total Costs				
		length	715	1120	758								
		width	33	30	30								
50 Radius		culdesac	7850	15700									
		area - sq ft	23595	49300	22740								
Expenses		You can change the row headings, but don't add any, if possible (i.e. you could change "mounding" to "blasting").											
		average depth	1	1	1								
		taxable ROW width	57	57	60								
9-0160	Landscaping-street scape	0 Tract	A		26,530	\$	4.00	106,120	0				
		1 Tract	B	25510		\$	4.00	102,040	0				
		0 Tract				\$	0.65						
		1 Tract	D			\$	0.65	0					
		1 Tract	E			\$	0.65	0					
		1 Tract	F			\$	0.65	0					
		1 Tract	G			\$	0.65	0					
		1 Tract	H			\$	0.65	0					
		1 Tract	I			\$	0.65	0					
		1 Tract	J			\$	0.65	0					
		1 Tract	K			\$	0.65	0					
		1 Clock Timer				\$	2,500.00	0					
		1 park Equipment				\$	115,500.00	0					
		1 Roundabout	Center landscape			\$	1.50	0				208,160	
CONSTRUCTION COSTS												208,160	
Landscape performanc Bond												312,240	
		150%											

**CITY COUNCIL
STAFF REPORT**

DATE: August 1, 2023
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d’Alene Place 37th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval, Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty-two (22) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.
4. Approval of the Landscape Work Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: West of Ramsey Road and South of Wilbur Avenue.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 35th Addition (2015 – 2022).

FINANCIAL ANALYSIS

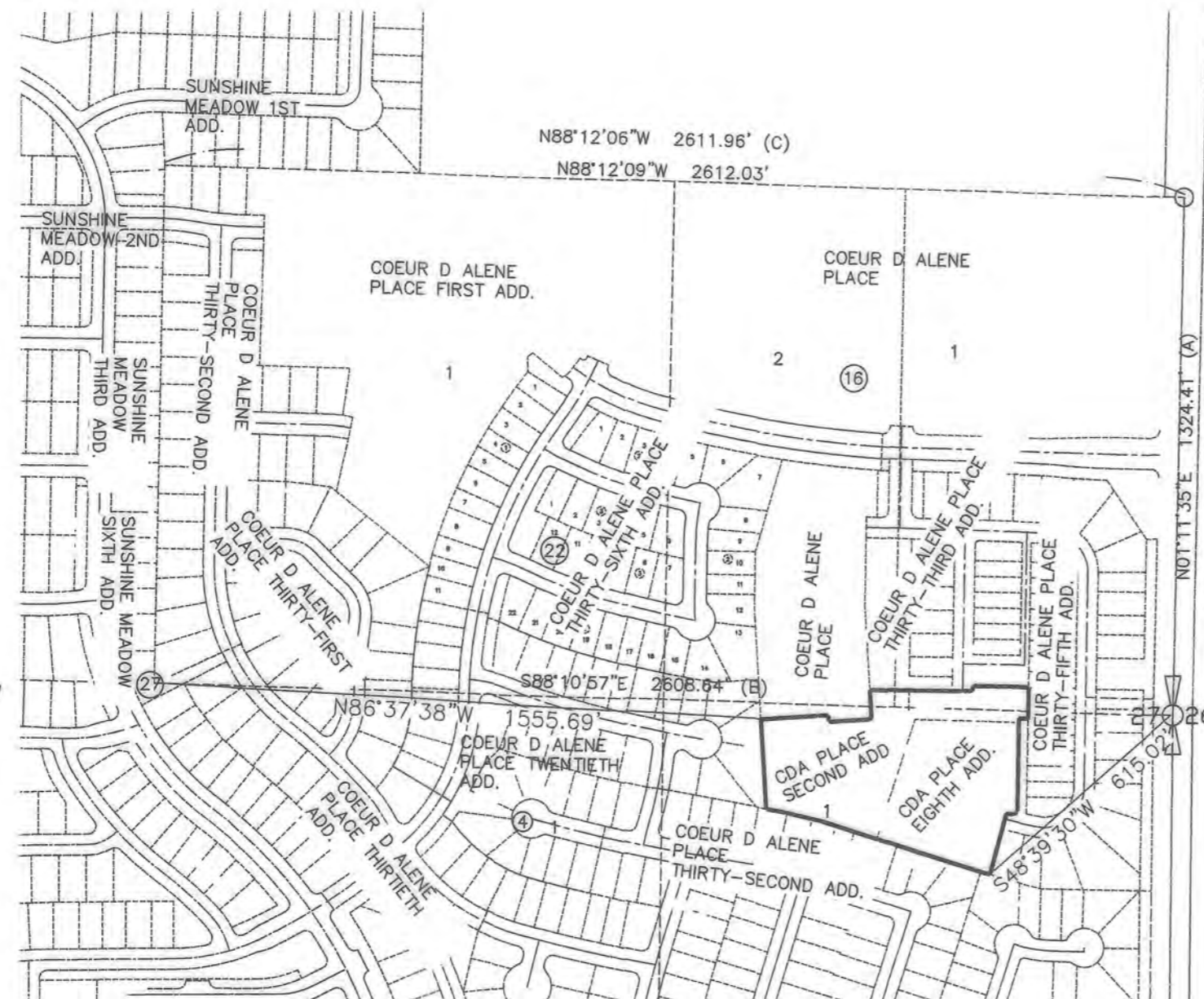
The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on August 1, 2024. The amount of the security provided is \$21,953.00. Additionally, the developer is furnishing security in the amount of \$183,258.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on August 1, 2024. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Irrigation Pipe System, Landscape Preparation, Hydro seeding, and Landscape Trees). The developer has stated that all open space landscaping installations will be complete by June 15, 2024.

DECISION POINT RECOMMENDATION

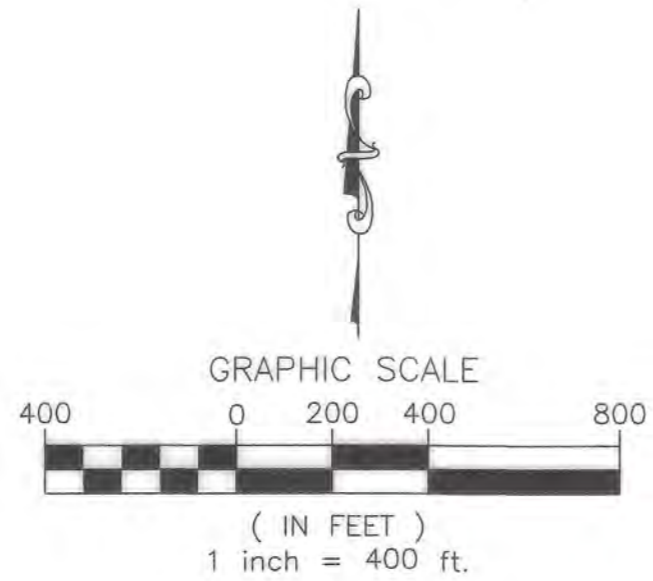
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.
4. Approve the Landscape Work Agreement and accompanying Security.



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

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

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



SURVEY REFERENCES

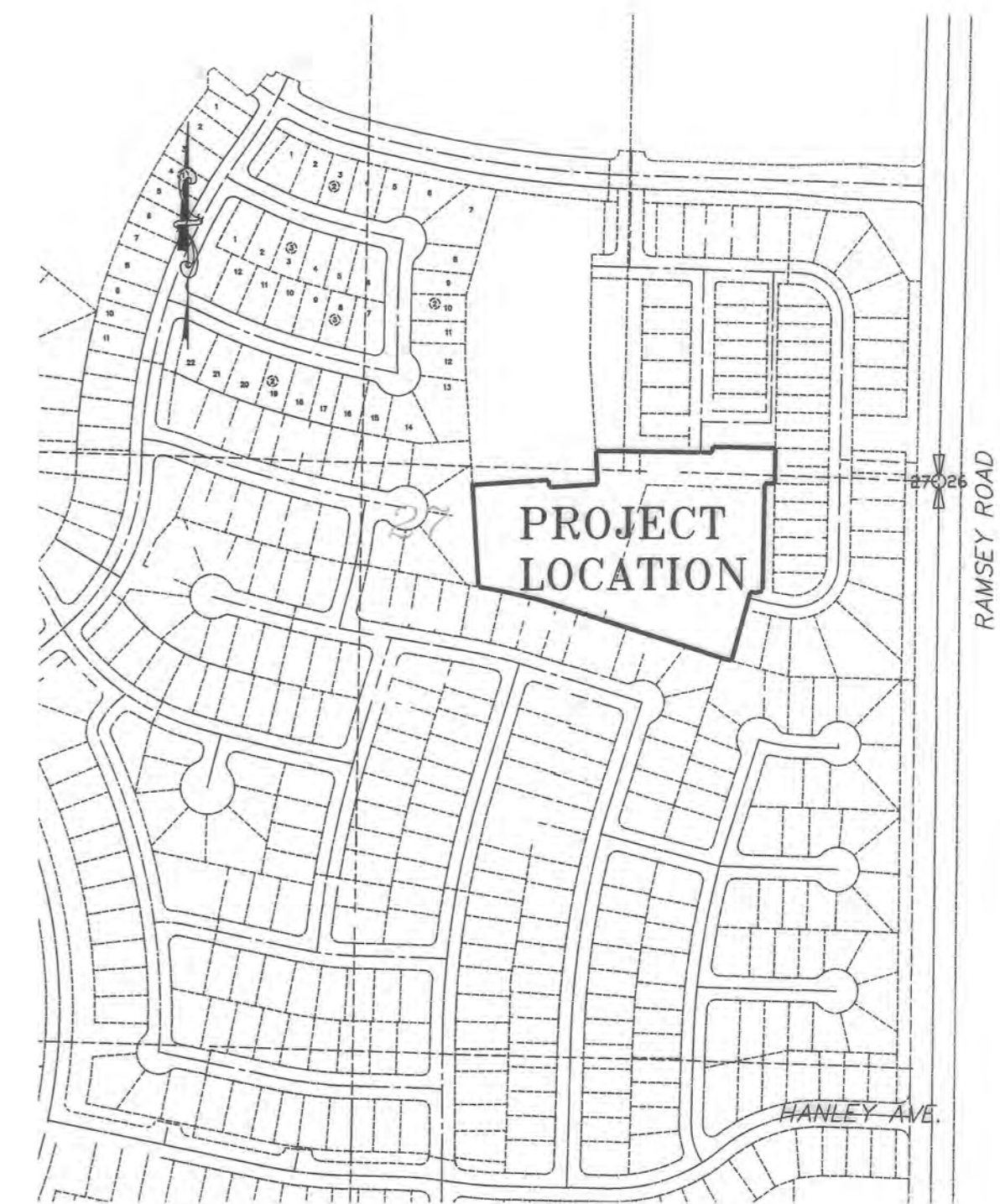
- (A) COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H
- (B) COEUR D'ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B
- (C) HONI ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 269 THRU 269A
- (D) COEUR D' ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B
- (E) COEUR D' ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A
- (F) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B

SURVEYOR'S NARRATIVE

THIS PLAT IS A RE-PLAT OF A PORTION OF LOT 1 BLOCK 16 OF COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H, A PORTION OF LOT 21, BLOCK 1 OF COEUR D' ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A, AND A PORTION OF VACATED WILBUR AVENUE PER ORDINANCE NO. 2776 RECORDED UNDER INSTRUMENT NUMBER 1466837 AND ORDINANCE NO. 3687, RECORDED UNDER INSTRUMENT NUMBER 2841488000.

BASIS OF BEARINGS

THE BEARING OF N01°11'35"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, ACCORDING TO COEUR D' ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210-210H WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 00°47'56.60.



VICINITY MAP
 NOT TO SCALE

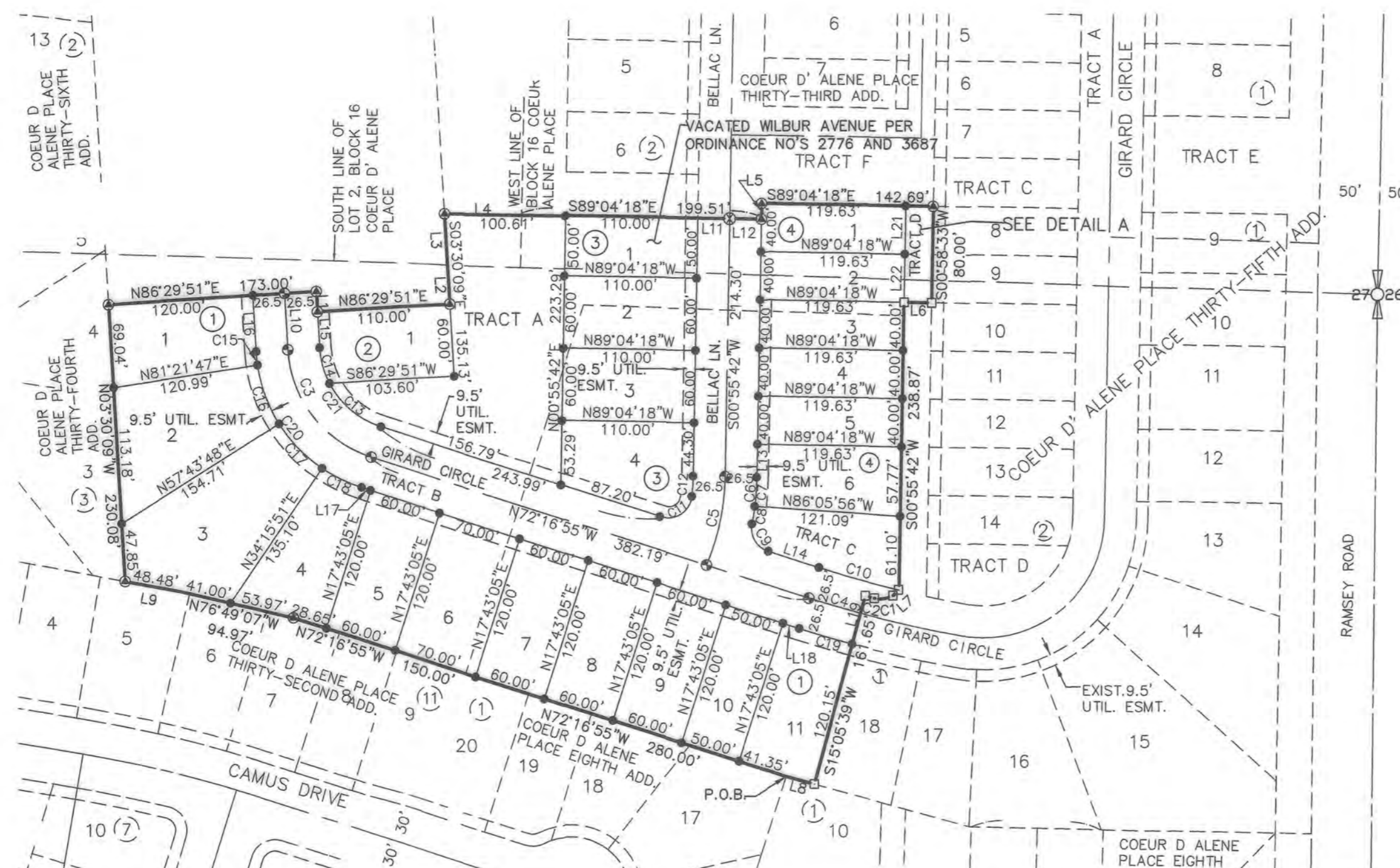


**COEUR D' ALENE PLACE
 THIRTY-SEVENTH ADDITION**
 LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
 RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
 KOOTENAI COUNTY, IDAHO

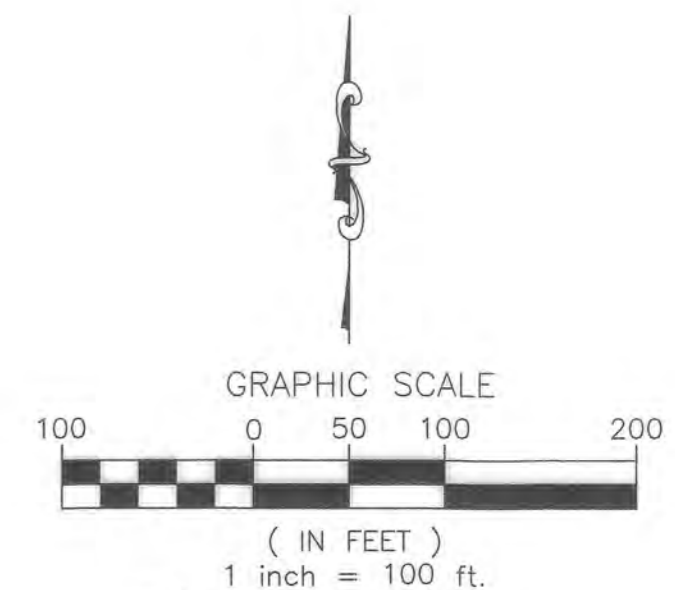
RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
 SPOKANE, WA 99205
 TEL: (509) 324-7861
 FAX: (509) 327-7249
 E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	22-124
DATE	DATE	SHEET	FIELD BOOK
05/15/23	05/15/23	1 OF 3	



LOT & BLOCK	AREA
L1B1	7,640 S.F.
L2B1	10,650 S.F.
L3B1	13,390 S.F.
L4B1	7,782 S.F.
L5B1	7,200 S.F.
L6B1	8,400 S.F.
L7B1	7,200 S.F.
L8B1	7,200 S.F.
L9B1	7,200 S.F.
L10B1	6,000 S.F.
L11B1	7,541 S.F.
L1B2	6,537 S.F.
L1B3	5,500 S.F.
L2B3	6,600 S.F.
L3B3	6,600 S.F.
L4B3	7,499 S.F.
L1B4	4,785 S.F.
L2B4	4,785 S.F.
L3B4	4,785 S.F.
L4B4	4,785 S.F.
L5B4	4,785 S.F.
L6B4	6,549 S.F.
TRACT A	23,652 S.F.
TRACT B	1,052 AC.
TRACT C	5,839 S.F.
TRACT D	1,843 S.F.

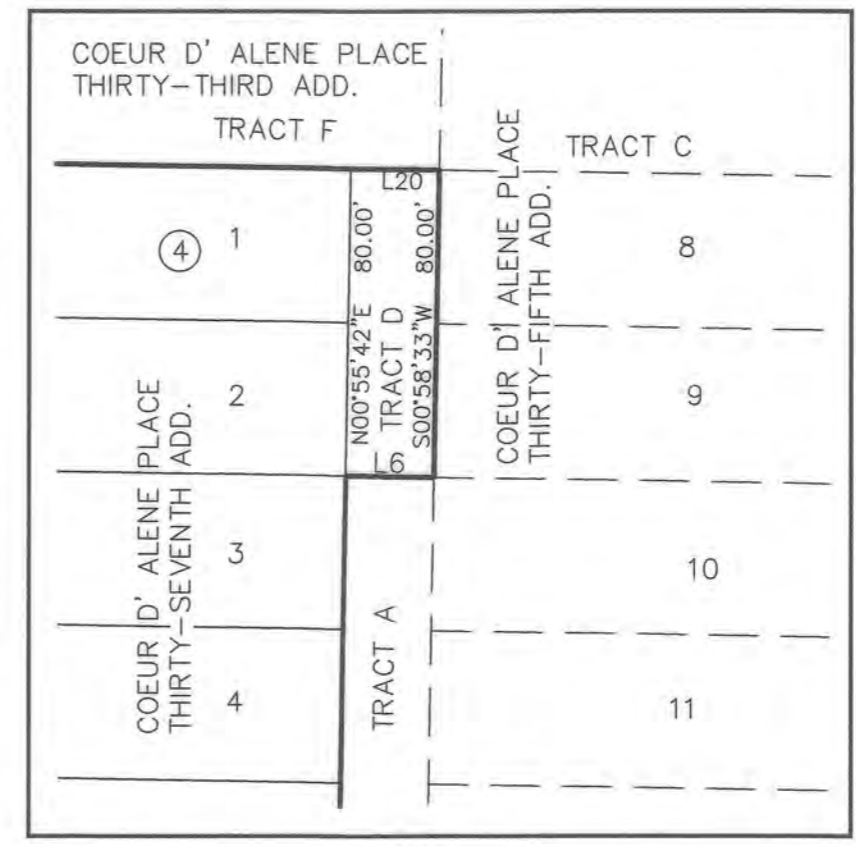


- LEGEND**
- FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
 - △ FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - Ⓢ BLOCK NUMBER

P.O.B. = POINT OF BEGINNING
AREA = 5.294 ACRES

LINE	BEARING	DISTANCE
L1	S 03°30'09" E	16.89'
L2	N 03°30'09" W	32.61'
L3	N 03°30'09" W	42.52'
L4	S 89°04'18" E	64.10'
L5	N 00°55'42" E	12.94'
L6	N 89°04'18" W	23.00'
L7	S 48°26'29" W	6.70'
L8	N 74°42'48" W	24.19'
L9	N79°21'48"W	48.48'
L10	S03°30'09"E	46.89'
L11	S89°04'18"E	26.50'
L12	S89°04'18"E	26.50'
L13	N00°55'42"E	27.24'
L14	S72°16'55"E	44.09'
L15	N03°30'09"W	30.00'
L16	S03°30'09"E	46.89'
L17	S72°16'55"E	7.95'
L18	S72°16'55"E	14.24'
L19	S15°05'39"W	41.50'
L20	S89°04'18"E	23.06'
L21	S00°55'42"W	40.00'
L22	S00°55'42"W	40.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	16.06'	15.63'	S 81°37'44" W	46°00'27"
C2	958.50'	7.72'	7.72'	N 75°08'12" W	0°27'42"
C3	100.00'	120.04'	112.96'	S37°53'32"W	68°46'46"
C4	973.50'	44.58'	44.57'	S73°35'38"W	2°37'25"
C5	200.00'	75.39'	74.95'	N11°43'39"E	21°35'54"
C6	226.50'	38.98'	38.94'	S05°51'33"W	9°51'41"
C7	226.50'	24.29'	24.28'	N04°00'01"E	6°08'38"
C8	226.50'	14.70'	14.69'	N08°55'52"E	3°43'03"
C9	20.00'	29.00'	26.52'	S30°44'46"E	83°04'19"
C10	947.00'	69.11'	69.10'	S74°22'22"E	4°10'53"
C11	20.00'	35.31'	30.90'	S57°08'00"W	101°10'09"
C12	173.50'	17.02'	17.01'	S03°44'19"W	5°37'14"
C13	73.50'	57.33'	55.89'	N49°56'13"W	44°41'24"
C14	73.50'	30.90'	30.68'	N15°32'50"W	24°05'22"
C15	126.50'	11.34'	11.33'	S06°04'11"E	5°08'03"
C16	126.50'	52.18'	51.81'	S20°27'12"E	23°37'59"
C17	126.50'	51.81'	51.45'	S44°00'10"E	23°27'57"
C18	126.50'	36.53'	36.40'	S64°00'32"E	16°32'47"
C19	1000.00'	45.79'	45.79'	N73°35'38"W	2°37'25"
C20	126.50'	151.85'	142.90'	N37°53'32"W	68°46'46"
C21	73.50'	88.23'	83.03'	S37°53'32"E	68°46'46"



DETAIL A
SCALE: 1"=50'



- SURVEY REFERENCES**
- (A) COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H
 - (B) COEUR D'ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B
 - (C) HONI ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 269 THRU 269A
 - (D) COEUR D'ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B
 - (E) COEUR D'ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A
 - (F) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B

**COEUR D'ALENE PLACE
THIRTY-SEVENTH ADDITION**
LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.			
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN MEM	APPROVED RFK	SCALE AS NOTED
	DATE 05/15/23	DATE 05/15/23	SHEET 2 OF 3
			PROJECT 22-124 FIELD BOOK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, ON THE _____ DAY OF _____, 20____.

COEUR D'ALENE CITY CLERK

Christy W. Barby
COEUR D'ALENE CITY ENGINEER PE # 10804

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON OLPE FROM THE CITY OF COEUR D' ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 550-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE 6-22-23 HEALTH DISTRICT SIGNATURE *Jay Ireland*

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

Michael E. Moore 5-16-23
MICHAEL E. MOORE P.L.S. #9717 DATE



KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH December 31, 2022 THIS 24 DAY OF July, 2023

Dan Reed, Deputy Treasurer
KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY SURVEYOR



KOOTENAI COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF KOOTENAI)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK _____ M, AND DULY RECORDED IN BOOK _____ PAGE _____, AS INSTRUMENT NO. _____ FEE _____

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI II, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE THIRTY-SEVENTH ADDITION, SAID PROPERTY IS LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO.

A PORTION OF LOTS 1 AND 2, BLOCK 16 OF COEUR D ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H AND A PORTION OF LOT 1, BLOCK 10 OF COEUR D ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 396 THRU 396C AND A PORTION OF LOT 21, BLOCK 1 OF COEUR D ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A, AND A PORTION OF THE VACATED WILBUR AVENUE PER ORDINANCE NO. 2776 RECORDED UNDER INSTRUMENT NUMBER 1466837 AND ORDINANCE NO. 3687, RECORDED UNDER INSTRUMENT NUMBER 2841488000, LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, BLOCK 1 OF SAID COEUR D ALENE PLACE EIGHTH ADDITION; THENCE N72°16'55"W ALONG THE NORTH LINE OF BLOCK 1 OF SAID COEUR D ALENE PLACE EIGHTH ADDITION A DISTANCE OF 280.00 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 11 OF COEUR D ALENE PLACE THIRTY-SECOND ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 525 THRU 525D; THENCE ALONG THE NORTHERLY LINE OF SAID COEUR D ALENE PLACE THIRTY-SECOND ADDITION, THE FOLLOWING (3) THREE COURSES:

- 1) N72°16'55"W A DISTANCE OF 150.00 FEET;
- 2) N76°49'07"W A DISTANCE OF 94.97 FEET;
- 3) N79°21'48"W A DISTANCE OF 48.48 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3 OF OF COEUR D ALENE PLACE THIRTY-FOURTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 666 THRU 666C; THENCE N03°30'09"W ALONG THE EASTERLY BOUNDARY LINE OF SAID COEUR D ALENE PLACE THIRTY-FOURTH ADDITION A DISTANCE OF 230.08 FEET; THENCE N86°29'51"E A DISTANCE OF 173.00 FEET; THENCE S03°30'09"E A DISTANCE OF 16.89 FEET; THENCE N86°29'51"E A DISTANCE OF 110.00 FEET; THENCE N03°30'09"W A DISTANCE OF 32.61 FEET TO THE SOUTH LINE OF LOT 2, BLOCK 16 OF SAID COEUR D ALENE PLACE; THENCE CONTINUING N03°30'09"W A DISTANCE OF 42.52 FEET TO THE SOUTHWEST CORNER OF TRACT E OF COEUR D ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L, PAGES 544 THRU 544B; THENCE ALONG THE SOUTHERLY LINE OF TRACT E AND F OF SAID COEUR D ALENE PLACE THIRTY-THIRD ADDITION THE FOLLOWING (4) FOUR COURSES:

- 1) S89°04'18"E A DISTANCE OF 64.10 FEET TO THE WEST LINE OF LOT 1, BLOCK 16 OF SAID COEUR D ALENE PLACE;
- 2) THENCE CONTINUING S89°04'18"E A DISTANCE OF 199.51 FEET;
- 3) N00°55'42"E A DISTANCE OF 12.94 FEET;
- 4) S89°04'18"E A DISTANCE OF 142.69 FEET TO THE WESTERLY LINE OF COEUR D ALENE PLACE THIRTY-FIFTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 667 THRU 667B; THENCE ALONG WESTERLY LINE OF SAID COEUR D ALENE PLACE THIRTY-FIFTH ADDITION THE FOLLOWING (7) SEVEN COURSES:

- 1) S00°58'33"W A DISTANCE OF 80.00 FEET;
- 2) N89°04'18"W A DISTANCE OF 23.00 FEET;
- 3) S00°55'42"W A DISTANCE OF 238.87 FEET;
- 4) S48°26'29"W A DISTANCE OF 6.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S81°37'44"W, 15.63 FEET;
- 5) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°00'27" AN ARC DISTANCE OF 16.06 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 958.50 FEET AND A CHORD BEARING AND DISTANCE OF N75°08'12"W, 7.72 FEET;
- 6) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°27'42" AN ARC DISTANCE OF 7.72 FEET;
- 7) S15°05'39"W A DISTANCE OF 161.65 FEET TO THE NORTHERLY LINE OF LOT 10, BLOCK 1 OF SAID COEUR D ALENE PLACE EIGHTH ADDITION; THENCE N74°42'48"W A DISTANCE OF 24.19 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD. CONTAINING 5.294 ACRES MORE OR LESS.

- 1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.
- 2.) THE OWNER HEREBY GRANTS TO THE PUBLIC A NINE AND A HALF FOOT (9.5') EASEMENT ADJACENT TO RIGHTS OF WAY SHOWN HEREON AND OVER ALL OF TRACTS A, B, C AND D TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.
- 3.) TRACTS A, B, C AND D IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS 16th DAY OF June, 2023

Ken Samsch
BY:
GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

ON THIS 16th DAY OF June, 2023 BEFORE ME, Amanda K. Rempick NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED Ken Samsch KNOWN OR IDENTIFIED TO ME TO BE President FOR GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Amanda K. Rempick
NOTARY PUBLIC FOR THE STATE OF WASHINGTON RESIDING AT COEUR D'ALENE, ID MY COMMISSION EXPIRES JUNE 25, 2026



COEUR D' ALENE PLACE THIRTY-SEVENTH ADDITION LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	22-124
DATE	DATE	SHEET	FIELD BOOK
05/15/23	05/15/23	3 OF 3	

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Coeur d'Alene Place 37th Addition

THIS AGREEMENT made this 1st day of August, 2023 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 37th Addition, a twenty-two (22) lot, residential development in Coeur d'Alene, situated in the E ½ Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 37th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated June 2, 2022, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty-one Thousand Nine Hundred Fifty-three and 00/100 Dollars (\$21,953.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 1st day of August, 2024. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty-Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.


Kevin Schneidmiller, Vice-President

EXHIBIT 'A'

Project Name:		Coeur d' Alene Place 37th Addition									
Street Names				Girard Loop	Bellac Lane	per unit	cost	tax	Total Costs		
			length	610	210						
			width	30	30						
50	Radius	7850	culdesac								
			area - sq ft	18300	6300						
Expenses											
			average depth	1	1						
		taxable	ROW width	54	23						
9-0120	Storm Drainage	0	Single Depth DW			\$	2,355.00	0	0		
		0	Double Depth DW			\$	3,350.00	0	0		
		0	CMP 8"			\$	16.50	0	0		
		0	CMP 12"	49	59	\$	72.00	7,776	0		
		0	CMP 18"			\$	36.00	0	0		
		0	HDPE 24"			\$	32.00	0	0		
		0	storm manhole			\$	3,300.00	0	0		
		0	Type I CB			\$	1,750.00	0	0		
		0	Type II CB	1	2	\$	2,350.00	7,050	0		
		0	Sidewalk Vaults			\$	900.00	0	0		
		0	208' ponds			\$	1.20	0	0		
		0	Rip Rap			\$	500.00	0	0		
		0	Splash Pads			\$	950.00	0	0		
		0	Hydroseed			\$	0.20	0	0	14,826	
9-0130	Sewer	0	6" mainline			\$	26.00	0	0		
		0	8" mainline	495	107	\$	52.00	31,304	0		
		0	10" mainline			\$	40.00	0	0		
		0	12" mainline			\$	60.00	0	0		
		0	12" forced main			\$	41.00	0	0		
		0	6" forced main			\$	32.00	0	0		
		0	Manholes	2	1	\$	4,400.00	13,200	0		
		0	Manholes-Main			\$	300.00	0	0		
		0	services	11	6	\$	895.00	15,215	0		
		0	8" cleanout	1		\$	850.00	850	0		
		0	service extra work			\$	750.00	0	0		
		0	sleeving			\$	150.00	0	0		
		0	Tie in	1	1	\$	1,750.00	3,500	0		
		0	boring			\$	-	0	0	64,069	
9-0140	Water	0	6" mainline			\$	30.00	0	0		
		0	8" mainline	573	219	\$	65.00	51,480	0		
		0	10" mainline			\$	51.00	0	0		
		0	12" Mainline			\$	60.00	0	0		

Project Name:		Coeur d' Alene Place 37th Addition										
Street Names				Girard Loop	Bellac Lane	per unit	cost	tax	Total Costs			
	0 Fire Hydrants			1		\$ 7,000.00	7,000	0				
	0 blow offs			1		\$ 1,600.00	1,600	0				
	0 Sample station					\$ 3,400.00	0	0				
	0 Services			11	6	\$ 3,650.00	62,050	0				
	0 irrigation service			1		\$ 15,000.00	15,000	0				
	0 irrigation sleeving	550				\$ 15.00	0	0				
	0 Tie In			1	1	\$ 1,750.00	3,500	0	140,630			
	CONSTRUCTION COSTS								219,525			
	Warranty Bond	10%							21,953			

AGREEMENT TO PERFORM LANDSCAPE WORK
Coeur d'Alene Place 37th Addition

THIS AGREEMENT made this 1st day of August, 2023 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 37th Addition, a twenty-two (22) lot, three (3) tract residential development in Coeur d'Alene, located in the E ½ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 15th day of June, 2024. Said improvements are more particularly described on the submitted estimate dated July 13, 2023 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of One Hundred Eighty-three Thousand Two Hundred Fifty-eight and 00/100 Dollars (\$183,258.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.


The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

James Hammond, Mayor

Developer



Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Project Name:		Coeur d' Alene Place 37th Addition Landscape Performance Bond								
Street Names				Girard Loop	per unit	cost	tax	Total Costs		
			length	610						
			width	30						
50	Radius	7850	culdesac							
			area - sq ft	18300						
	<u>Expenses</u>									
9-0160	Landscaping-street scape	0	Tract A	23,652	\$ 4.00	94,608	0			
		0	Tract B	1,052	\$ 4.00	4,208	0			
		0	Tract C	5,839	\$ 4.00	23,356	0			
		0	Tract D		\$ 3.00	0	0			
		0	Tract E		\$ 3.00	0	0			
		0	Tract F		\$ 3.25	0	0			
		0	Tract G		\$ 0.65	0	0			
		0	Tract H		\$ 0.65	0	0			
		0	Tract I		\$ 0.65	0	0			
		0	Tract J		\$ 0.65	0	0			
		0	Tract K		\$ 0.65	0	0			
		0	Clock Timer		\$ 2,500.00	0	0			
		1	park Equipment			0				
		1	Roundabout Center landscape		\$ 1.50	0		122,172		
	Total Costs							122,172		
	Landscape performance bond	150%						\$ 183,258.00		

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JULY 17, 2023
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: TRANSFER OF COEUR D'ALENE ON ICE LEASE AGREEMENT

DECISION POINT: Should the City Council consent to the transfer of the existing a five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park?

HISTORY: For years staff looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. Staff determined, and Council agreed, that a seasonal ice-skating rink has and will continue to do just that. For the last two winters, the business has been well received here at McEuen Park. The current operator of the ice-skating rink, JMurray Enterprises LLC (Jerome & Andrea Murry) d/b/a Coeur d'Alene on Ice, is seeking to transfer the operation of the ice-skating rink and the Agreement with the City to VMC Northwest LLC (Kent Layden) d/b/a Coeur d'Alene on Ice. Under the Agreement, written consent of the transfer by the City is required. If the Agreement is transferred, all the original terms and conditions will continue to apply to the new operator.

FINANCIAL ANALYSIS: Coeur d'Alene on Ice will pay the City of Coeur d'Alene Parks Department the base amount of \$6,000 per season (2021-2022) adjusted annually in the amount of the CPI increase each year. The upcoming season will be year 3 under the Agreement. There is an option to extend the agreement for five (5) more years starting at \$10,000 per season, with incremental yearly increases shown within the Agreement. Coeur d'Alene on Ice will pay for all power costs associated with the ice rink. All revenue generated from the Agreement will be placed in the Parks capital improvement fund.

PERFORMANCE ANALYSIS: The season's set-up for the rink starts in mid-October and operations run through mid-January. Park staff already removes snow from the park's sidewalks and trails, so the sidewalks will be cleared for patrons of the rink. Ice rink staff will assist with some snow removal near the rink. The staff of Coeur d'Alene on Ice will help with the cleaning of the restroom throughout the day and after hours. Coeur d'Alene on Ice will provide security for the facility when the rink is closed. Coeur d'Alene on Ice will cover all of the costs of the erection and maintenance of the ice rink and surrounding area, and will restore the area of the park used to as good or better condition at the end of each season. Coeur d'Alene on Ice will charge users and operate limited concessions, and will be solely responsible for advertising and promotion.

DECISION POINT / RECOMMENDATION: Council should consent to the transfer of the existing a five-year renewable Lease Agreement with JMurray Enterprises LLC to VMC Northwest, LLC, d/b/a Coeur d'Alene on Ice, to operate a seasonal ice-skating rink in McEuen Park.

**CITY OF COEUR D'ALENE
CONSENT TO TRANSFER AGREEMENT
FROM JMURRAY ENTERPRISES LLC
TO VMC NORTHWEST LLC**

THIS CONSENT to transfer Agreement is given by the City of Coeur d'Alene, a municipal corporation of the state of Idaho, hereinafter referred to as the "City," to JMurray Enterprises LLC, an Idaho Limited Liability Company, and VMC Northwest LLC, an Idaho Limited Liability Company, d/b/a Coeur d'Alene on Ice, located at 2301 South Steen Road, Spokane Valley, Washington, hereinafter referred to as "VMC," this 1st day of August, 2023. Collectively, the City, JMurray Enterprises LLC, and VMC shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns real property located south of E. Front Avenue and west of S. 8th Street in Coeur d'Alene, ID 83835, known as McEuen Park (hereinafter referred to as "McEuen") currently used as a public park; and

WHEREAS, a pavilion is located near the center of McEuen and is known as the Avista Pavilion; and

WHEREAS, the Avista Pavilion and McEuen receive limited use during the period from November 1 through January 31 each year; and

WHEREAS, the City entered into a five-year renewable Agreement with "Coeur d'Alene on Ice, LLC," on March 16, 2021, to operate a seasonal ice-skating rink in McEuen Park (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit A"; and

WHEREAS, the true name of the party with whom the Agreement was made is JMurray Enterprises LLC, d/b/a Coeur d'Alene on Ice; and

WHEREAS, the Agreement with "Coeur d'Alene on Ice, LLC," is transferable with the prior written consent of the City; and

WHEREAS, JMurray Enterprises LLC filed a Cancellation of Certificate of Assumed Business Name for "Coeur d'Alene On Ice" on June 7, 2023; and

WHEREAS, VMC filed a Certificate of Assumed Business Name for "Coeur d'Alene on Ice" on June 2, 2023; and

WHEREAS, JMurray Enterprises LLC desires to transfer, and VMC desires to accept the transfer of, the Agreement to use the Avista Pavilion and portions of McEuen adjacent to the Avista Pavilion (hereinafter referred to as the "Premises") to operate a seasonal ice-skating rink and to store certain equipment necessary to operate the ice-skating rink; and

WHEREAS, the City has determined that the public will benefit by allowing the transfer of the Agreement; and

WHEREAS, City desires to consent to the transfer of the Agreement from JMurray Enterprises LLC to VMC.

NOW, THEREFORE, for valuable consideration, including the obligations and terms as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City hereby consents to the transfer of the Agreement from JMurray Enterprises LLC to VMC.
2. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect, and binding on VMC.
3. Upon execution of this consent by VMC, Jmurray Enterprises shall be released from its obligations under the Agreement.
4. VMC acknowledges that the Agreement is in its third year and that the Agreement is renewable for a five-year term.
5. This Consent and the Agreement shall constitute the entire agreement between City and VMC relating to the use of the Premises. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.
6. Any demand or notice which any Party shall be required or may desire to make upon or give to another shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective parties as follows:

VMC Northwest LLC d/b/a Coeur d'Alene on Ice:
VMC Northwest LLC
2301 South Steen Road
Spokane Valley, WA 99037

CITY:
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attention: Renata McLeod, City Clerk

Said addresses may be changed upon serving notice as set forth herein.

IN WITNESS WHEREOF, the City of Coeur d'Alene has authorized the execution of this Consent under authority of Resolution No. 23-058, adopted by the Council of the City on the 1st day of August, 2023, and VMC Northwest LLC, an Idaho Limited Liability Company, d/b/a Coeur d'Alene on Ice, has caused this Consent to be duly executed as of the Date stated.

CITY OF COEUR D'ALENE

VMC Northwest LLC
d/b/a Coeur d'Alene on Ice

By _____
James Hammond, Mayor

By _____
Name Title

ATTEST:

By _____
Renata McLeod, City Clerk

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JULY 24, 2023

FROM: MELISSA TOSI, HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENT – CLASSIFICATION AND
COMPENSATION PLAN

DECISION POINT: Should the City Council approve an amendment to the City’s current Classification and Compensation Plan, specifically the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications?

HISTORY: The Wastewater Treatment/Collection Operator I classifications are currently leveled at a pay grade 8. These classifications are required to obtain an Idaho Class I Wastewater Treatment/Collection Operator license. When reviewing placement for these classifications, these positions more closely align to the duties and license requirements of a Water Utility Worker at a pay grade 9. The classifications have a similar level of responsibility and impact to the organization and require a similar level of skills and credentials. Additionally, the other streets and water classifications in a pay grade 8 do not require any type of licensure. For internal equity, the recommendation from staff and Ameriben, Human Resources Consulting, is to increase the pay grade from a pay grade 8 to a pay grade 9.

The Payroll Specialist is currently leveled at a pay grade 11. This classification was changed from a pay grade 12 to a pay grade 11 in early 2022, mostly due to the removal of a number of duties and reduced level of qualification requirements as well as the increased amount of assistance with payroll functions and auditing that was being done through Human Resources. The position was also retitled from Payroll Coordinator to Payroll Specialist. Furthermore, in 2022 the City also experienced resignations in both the Payroll Specialist and Human Resources Specialist positions. In refilling the positions, the City hired an experienced Payroll Specialist that ultimately did not require as much assistance and support from Human Resources. As a result of the Payroll Specialist hire, Human Resources refilled their vacancy as an Administrative Assistant, instead of the previously filled Human Resources Specialist. Due to adding back the higher-level duties, along with adding additional duties to this classification, the recommendation from staff and Ameriben, Human Resource Consulting, is to return the classification to the original Payroll Coordinator title and to amend the pay grade back to a pay grade 12.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

FINANCIAL ANALYSIS: Below are the annual base wages for the current pay grades and the proposed pay grades. A pay grade 8 to a pay grade 9 is a 6% increase and a pay grade 11 to a pay grade 12 is an 8% increase.

WW Treatment/Collection Operator I

- (Current pay grade 8): \$40,580 - \$57,116 → (proposed pay grade 9): \$43,035 - \$60,548

Payroll Coordinator

- (Current pay grade 11): \$48,339 - \$68,016 → (proposed pay grade 12): \$52,187 - \$73,424

PERFORMANCE ANALYSIS: Authorizing the above noted amendments will provide an updated leveling for the duties and responsibilities needed for the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications.

RECOMMENDATION: The City Council should approve the amendments to the City's Classification and Compensation Plan, specifically the Wastewater Operator I, Collection Operator I, and Payroll Coordinator classifications.



Wastewater Treatment Operator I

Department: Wastewater

Reports to: Chief Operator

Pay Grade: 8₉

Date Established: 1/2017

Date Revised: ~~12/2021~~ 7/2023

FLSA Status: Covered

L

Classification Summary

The Wastewater Treatment Operator I performs semi-skilled duties in the maintenance and operation of the City's ~~advanced tertiary~~ wastewater treatment plant. Duties include monitoring, operating, and adjusting equipment. Additionally, an employee in this class performs testing and sampling duties, including making equipment adjustments to maintain operational standards as directed by senior operators. ~~The employee in this class does not exercise supervisory duties over other employees.~~ The work is performed under the direct supervision or guidance from the Wastewater Treatment Plant Operator II, III, or Senior Operator and under general supervision of the Chief Operator ~~of the Wastewater Treatment Operator II or III class of employee and under supervision of the Chief Operator.~~ The position requires ~~an Idaho Class I Wastewater Treatment Operator certification, a Class B CDL with airbrake and tanker endorsements, and one year experience in wastewater treatment. A flagging certification, confined entry certification, and CPR and First Aid certification is required within six months of hire.~~ This is an on-call position. The position works in a treatment plant and outdoor environment where the noise levels are generally moderate but may be higher with exposure to heavy equipment. Hazards include exposure to adverse weather conditions, hazardous gases and vapors, and working around power tools, light, and heavy equipment.

Essential Duties and Responsibilities *(illustrative only and may vary by assignment)*

- ~~• Performs operations and maintenance duties to provide the City with a safe, sanitary wastewater treatment system that meets all City, state, and federal regulatory requirements;~~
- Monitors process control panels, gauges, and meters to detect variations in operating conditions;
- Maintains and repairs irrigation system at the facility;
- Operates SCADA (Supervisory Control and Data Acquisition) system to monitor treatment plant operations, adjusting process points to optimize the treatment process;
- Trains utilizing the electronic O & M manual;
- Operates computerized maintenance tracking and scheduling programs;
- ~~• Monitors plant processes with SCADA (Supervisory Control and Data Acquisition) system;~~
- Performs scheduled and emergency maintenance and repairs on all plant equipment which may involve confined space entry;
- Performs sampling and laboratory testing of various plant processes;
- ~~• Operates and maintains hand tools;~~
- ~~• Operates and maintains power tools;~~
- Operates and maintains light and heavy construction equipment including, but not limited to dump trucks, sewer cleaning trucks, forklifts, etc.;
- ~~• Performs general building maintenance~~
- ~~• Operates a motor vehicle;~~

- Safely handles and dispenses a variety of hazardous chemicals required for treatment plant processes including, but not limited to, chlorine gas, aluminum sulfate, sodium hydroxide, citric acid, sodium hypochlorite, and related chemicals;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- ~~Performs time management and scheduling functions, meets deadlines, and sets project priorities;~~
- ~~Maintains strict confidentiality of all matters;~~
- Serves as the On Call Operator under the guidance of the Responsible Charge Operator and Substitute Responsible Charge Operator;
- ~~Performs general building maintenance and grounds keepingAssists other department and City employees as needed or requested;~~
- ~~Performs all work duties and activities in accordance with City policies, procedures, and safety practices.~~

Secondary Duties and Responsibilities:

- Assists other department and City employees as needed or requested;
- Assists other Wastewater Divisions including Collections and Compost as needed or requested;
- ~~On call to respond to emergency situations;~~
- ~~Assist collection crew with major lift station repairs;~~
- ~~Assists collection operators in determining causes of backups and lift station repairs;~~
- ~~Assists compost operators;~~
- ~~Performs building and grounds maintenance;~~
- Performs other duties as assigned.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Methods, equipment, materials, tools, and standard practices for the operation and maintenance of a public wastewater treatment facility;
- Wastewater laboratory sampling and testing principles and procedures;
- ~~City, state, federal, and other applicable laws, ordinances, and regulations applicable to the maintenance and operation of a wastewater collection system and treatment facility;~~
- ~~Hazards and safety measures specific to wastewater treatment including, but not limited to, hazardous chemicals, hazardous gases and vapors, confined space entry, and working around power tools, and light and heavy construction equipment;~~
- ~~Operation and maintenance of hand tools;~~
- ~~Operation and maintenance of power tools;~~
- ~~Operation and maintenance of light and heavy construction equipment;~~
- Federal (EPA) and state water quality standards;
- Federal (OSHA) regulations and city policies regarding safe work practices and handling and disposal of hazardous materials.
- ~~City policies and federal (OSHA) regulations regarding safe work practices, including handling and disposal of hazardous materials;~~
- ~~Operation of personal computer and laptop and related software applications;~~

- ~~• Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.~~

Skill and Ability to:

- ~~• Perform operational and maintenance tasks in the City wastewater treatment facility to provide the City with a safe, sanitary wastewater treatment system that meets all City, state, and federal regulatory requirements;~~
- Read and interpret system technical and operational guidelines;
- Perform simple mathematical calculations required for system operations;
- Read and interpret meters, gauges, control panels, and testing and monitoring equipment;
- Operate manual and automated valve, pump, and control systems;
- Learn and interpret test results and make visual inspections and processes adjustments as necessary;
- Prepare written reports and maintain system performance records;
- ~~• Adapt to emergency or unusual situations, evaluate conditions, and take appropriate actions;~~
- Operate hand and power tools;
- Operate light and heavy equipment;
- Operate a motor vehicle;
- Proficiently operate computers, software programs, such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
- Use English and speak clearly for understanding;
- ~~• Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;~~
- ~~• Perform duties to supervisor's expectations;~~
- Follow verbal and written instructions;
- Work independently ~~and exercise initiative, with general guidance and supervision on occasion;~~
- Maintain a professional demeanor at all times;
- ~~• Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;~~
- ~~• Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;~~
- ~~Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.~~

Acceptable Experience and Training:

- High school diploma or GED; and
- Within one (1) year of eligibility, attainment of an Idaho Class I Wastewater Treatment Operator certification is required;
- Within six (6) months, attainment of an Idaho Class B CDL license with airbrake and tanker endorsements required;
- ~~• Flagger certification required within six months of hire;~~
- Confined entry certification is required within six months of hire;
- CPR and First Aid certification required within six months of hire;
- One (1) year of wastewater treatment system experience is required; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and work on a ladder, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, and reach with hands and arms. The employee may work in confined spaces. The employee must frequently lift and/or move up to 50 pounds and, infrequently, up to 90 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone and to discern safety warnings such as alarms and emergency warning sounds, including vehicle backup warnings. While performing the duties of this classification, the employee works in a treatment plant and outdoor environment where the noise levels are generally moderate but may be higher with exposure to heavy equipment. Hazards include exposure to adverse weather conditions, hazardous gases and vapors, and working around power tools, light, and heavy equipment.



Collection Operator I

Department: Wastewater

Reports to: Collection Supervisor

Pay Grade: 89

Date Established: 1/2017

Date Revised: ~~June 2018~~ 7/2023

FLSA Status: Covered

Classification Summary

The Collection Operator I performs primary function of an employee in this class is to perform diverse office and field duties for the Wastewater Department, including semi-skilled installation, maintenance & repair duties of the city wastewater collection system including sewer pump stations as well as responding to public inquiries & problems, including operating heavy equipment. ~~This is an on-call position.~~ The work is performed under the direct supervision of the Collection Operator II, III, or Senior Collection Operator and the Collection Supervisor. This is an on-call position. The position works in ~~a treatment plant and an~~ outdoor environment where the noise levels are generally moderate but may be higher with exposure to heavy equipment. Hazards include exposure to adverse weather conditions, hazardous gases and vapors, and working around traffic, power tools, light, and heavy equipment.

Essential Duties and Responsibilities (*illustrative only and may vary by assignment*)

- Performs operations and maintenance duties to provide the City with a safe, sanitary wastewater collection system that meets all City, state, and federal regulatory requirements;
- ~~Responds to problems and customer questions, requests, comments, and complaints both in the field and in the office;~~
- Operates hydro-cleaner, jet cleaner, Rod Truck and CCTV Unit as well as backhoe, forklift, dump truck and snow removal equipment as necessary;
- ~~Operates backhoe, forklift, dump truck, jet cleaner and rod trucks, and snow removal equipment as necessary;~~
- ~~Operates variety of hand tools and power tools;~~
- Performs minor repairs to storm and sanitary sewer lines; and adjustments and repairs to sewer manholes;
- Installs short sections of sewer pipe;
- Develops reports to use in determining replacement and /or repair projects;
- Performs daily maintenance to lift stations, assures proper operation of pumps and telemetry system, makes minor electrical changes or repairs as needed;
- Sets traffic control and safety area around work zones;
- ~~Responds to customer complaints regarding sewer backups;~~
- Participates in work zone safety procedures including traffic ~~flagging, setting up warning signs as required by State and Federal regulations~~ control and confined space entry;
- Designs, installs, modifies, repairs, operates and troubleshoots electrical systems;
- Maintains buildings, vehicles, and grounds;
- Operates a variety of hand tools and power equipment including but not limited to jackhammers, electrical testing equipment, metal detector and welder;
- Monitors electronic SCADA system for control of lift stations;

- Responds to problems and customer questions, requests, comments, and complaints in the field and provides information to office staff;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Safely handles and dispenses a variety of hazardous chemicals related to the conveyance of wastewater.
- Serves as the On Call Operator under the guidance of Class IV operators.

Other Duties and Responsibilities

- Assists other City departments with projects, as needed;
- Assists other Wastewater Divisions including Treatment Plant and Compost as needed or requested; Must be willing to work on-call, shift work and 24-hour standby;
- Performs other related duties as required.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Mechanical apparatus and methods and techniques for sewer main installation;
- Methods, equipment, materials, tools, and standard practices for the installation, operation and maintenance of sewer mains and lift stations, and repair of a public wastewater collection system and treatment facility;
- City, state, federal, and other applicable laws, ordinances, and regulations applicable to the maintenance and operation of a wastewater collection system and treatment facility;
- Hazards and safety measures specific to wastewater collection and treatment including, but not limited to, hazardous chemicals, hazardous gases and vapors, confined space entry, open trenches, and working around power tools, and light and heavy construction equipment;
- Operation and maintenance of hand tools;
- Operation and maintenance of power tools;
- Operation and maintenance of light and heavy construction equipment;
- Safety aspects involved in the use of heavy and construction equipment;
- Equipment and tool operation and maintenance practices;
- Learn and apply Federal (EPA) and State (DEQ) water quality standards;
- Learn and apply Federal (OSHA) regulations and City policies regarding safe work
- Personal computer operation and related applications software including database and word processing;
- Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.

Skill and Ability to:

- Learn and apply Federal (EPA) and State (DEQ) water quality standards;
- Learn and apply Federal (OSHA) regulations and City policies regarding safe work;
- Follow written and oral instructions;
- Perform basic mathematical computations;
- Occasionally ~~W~~work independently with little or no instruction;
- Exercise initiative, independent judgment, and act resourcefully;

- Create and maintain comprehensive records and files including preparation of written reports and maintaining system performance records;
- Read and interpret meters, gauges, control panels, and testing and monitoring equipment;
- Operate and adjust manual and automated valve, pump, and control systems;
- Operate a motor vehicle;
- Operate heavy equipment;
- Operate hand tools;
- Assist the public in a professional and courteous manner in stressful and emotional situations;
- Proficiently operate computers, software programs, such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
- ~~Operate standard office equipment, including a computer using program applications appropriate to assigned duties;~~
- Make visual inspections and adjust processes accordingly;
- ~~Prepare written reports and maintain system performance records;~~
- ~~Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;~~
- ~~Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public;~~
- Communicate effectively with the public and other employees;
- Work on-call, shift work and 24 hour standby.

Acceptable Experience and Training:

- High school diploma or GED; and
- ~~Construction experience;~~
- ~~Working knowledge in field locating sewer mains;~~
- ~~ThreeOne (31) years~~ previous experience performing similar duties in the construction industry, or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.
- Idaho Class I Collection Operator License within 1 year of eligibility;~~Idaho Collection Operator License preferred (CEUs are required each year to maintain certification) or must obtain within 1 year from date of hire.~~
- Class "B" CDL w/ air brakes and tanker endorsement within 6 months from date of hire;
- ~~Flagger certification required;~~
- CPR and First Aid certification required, ~~or~~
- ~~Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the essential functions of the position may be considered.~~

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, climb and work on a ladder, use hands to manipulate and make adjustments to tools used in performing the essential functions of the classification, and reach with hands and arms. The employee may work

in confined spaces. The employee must frequently lift and/or move up to 50 pounds and, infrequently, up to 90 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person and by telephone and to discern safety warnings such as alarms and emergency warning sounds, including vehicle backup warnings. While performing the duties of this classification, the employee works in a public building setting where the noise level in the work environment is usually moderate and an outdoor environment that includes exposure to power and construction equipment with elevated noise levels, street traffic, hazardous chemicals, and inclement weather.



Payroll Specialist Coordinator

Department: Finance

Reports to: Comptroller

Pay Grade: 1+2

Date Established: 1/2017

Date Revised: ~~4/2022~~ 7/2023

FLSA Status: Covered

Classification Summary

A Payroll ~~Specialist~~ Coordinator performs ~~specialized paraprofessional~~ accounting work in the ~~preparation and processing~~ of the City's centralized payroll processing system. The job maintains employee time reporting and payroll accounting records in strict accordance with Federal, State, and City laws, rules, and policies. Work is performed under general supervision of the Comptroller and requires the exercise of judgment and considerable attention to detail. The Payroll Coordinator ~~Specialist~~ job requires an Associate's Degree in accounting, finance or a related field; and ~~three two~~ years of experience in an automated payroll environment.

Essential Duties and Responsibilities (*illustrative only and may vary by assignment*)

- Reviews, creates ~~deduction information provided by Human Resources~~ and inputs employee voluntary and involuntary payroll deductions into the City's payroll software program (Springbrook);
- Responds to, calculates, tracks and sets up all employee garnishments, child support and tax levies imposed on an employee's pay and notifies the employee;
- Reviews all Personnel Action Forms, generated by Human Resources (i.e., new hires, separations, promotions, entries and wage changes, etc.) for accuracy;
- Inputs and processes deduction forms for deferred comp, union dues, direct deposit etc.;
- Imports timesheets from external source into the City's automated payroll software;
- Audits timesheets for budgetary, contract and regulatory compliance, accuracy and consistency. Checks for accuracy between employee timesheets and the computer calculated amounts; manually enters employee hours of those departments who do not have electronic timesheets;
- Works with HR to resolve discrepancies and irregularities in compensation and deductions with employee or department head;
- Pays and disburses accurate paychecks within required deadlines; Creates employee payroll checks and submits file for those employees who authorize direct deposit;
- Reconciles, calculates and pays payroll liabilities, benefit invoices and all related deductions through the Accounts Payable module;
- Imports compensation and contributions into the Public Employee's Retirement Information System of Idaho (PERSI) reporting portal after each payroll period and balances them;
- Reconciles payroll registers against all health benefit invoices; health, dental, life and disability invoices; balances; reconciles and pays all deferred compensation plans;
- Creates yearly spreadsheets for the City's annual audit of financial records;
- Creates and submits payroll quarterlies and annual federal and state reporting returns, IRS Form 941, State of Idaho, W-2s, 1099Rs, and Affordable Care Act forms;
- Responds to internal and external payroll inquiries; maintains complete confidentiality, within guidelines of all payroll records and reports;

- Collaborates with Human Resources staff in regards to employee needs and issues related to payroll;
- Researches and remains current on federal and state payroll tax law changes, benefits and other applicable laws and regulations affecting payroll;
- ~~Creates daily bank deposits from cash receipting of utility accounts, building permits and all other monies received;~~
- Pays police retirees monthly through accounts payable, along with their voluntary State and Federal withholdings and sends out 1099Rs at year end;
- Gathers information to report gross payroll to specific payroll classification codes and completes forms for State Insurance Fund;
- Creates and maintains a written instruction manual that encompasses all aspects of the position.
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Secondary Duties and Responsibilities:

- Assists Finance Department with personnel wage and benefit budgeting;~~Utility Billing function with work orders;~~
- Backs up Accounts Payable;
- Scans utility payments;
- Performs other duties as assigned.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Automated payroll and/or time and attendance system structures and the variables associated with automated payroll processing;
- Payroll procedures and related rules, regulations, and policies;
- Federal and state taxing requirements;
- General accounting principles and practices;
- Federal and State wage and hour laws;
- Spreadsheet software programs (specifically Springbrook and Microsoft Office Suite);
- Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.

Skill and Ability to:

- Understand and establish various methods, procedures, and internal controls to maintain the payroll system;
- Conduct the analysis and resolution of unexpected delays, anomalies, or miscalculations in the payroll data;
- Understand and apply the principles, laws, and procedures involved in financial record keeping and accounting functions;
- Understand and apply guidelines, labor contracts and regulations to various payroll situations to ensure proper compensation;
- Maintain accurate and detailed payroll records;
- Accurately prepare payroll, tax, benefit, and other required reports;

- Key data into spreadsheets, databases, on-line ledgers and journals quickly and accurately;
- Proficiently operate computers, software programs (Springbrook, Microsoft Word, Excel, PowerPoint, or similar office software) to create documents and other materials, maintain information, and generate reports;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

Acceptable Experience and Training:

- Associate's Degree in finance, accounting or related field; and
- ~~Three~~ ~~Two~~ ~~(3)~~ ~~(2)~~ years of payroll experience; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of a job, on a case-by-case basis.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, use hands to keyboard or type, handle materials, or manipulate tools used in performing the essential functions of the classification, and reach with hands and arms. The employee must (occasionally or frequently) lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an office setting where the noise level in the work environment is usually moderate.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JULY 24, 2023
FROM: ADAM ROUSE, RECREATION PROGRAM COORDINATOR
SUBJECT: JEWETT HOUSE GARAGE RECONSTRUCTION

DECISION POINT:

Should Council approve a contract with Aspen Homes for the reconstruction of the garage at the Jewett House?

HISTORY:

The Jewett House construction began in 1915 and became the home of Huntington Taylor and his family. Taylor was the superintendent of the Rutledge Timber Company. In 1928, George Jewett became the general manager of the Timber Company, and he and his family occupied the home until 1937 when Rutledge Timber underwent a merger with Potlatch Corporation. At this point, the house became company-owned and used to house staff and guests of the company. In 1978, the Potlatch Corporation entered into an Agreement of Trust with the City for the conveyance of the Jewett House to the City in trust as a recreational facility for senior citizens. The original garage structure was destroyed during a wind storm in 2020.

FINANCIAL ANALYSIS:

The funds for the replacement of the garage are coming from ICRMP in the form of insurance proceeds. The City has received one payment towards the replacement cost with the remainder of the recovery to be paid by ICRMP upon completion of the project. We received a proposal from Aspen Homes for \$172,400 and Young Construction for \$224,000.

PERFORMANCE ANALYSIS:

The Jewett House has been a wonderful asset to the City. On top of housing senior citizen recreation activities, it has also become a very desirable location for weddings and events. The revenues generated from these events have allowed the City to perform the needed maintenance to the facility without having to ask for additional funding. With the reconstruction of the garage, we will be able to add two (2) ADA accessible restrooms on the north side of the structure that will be dedicated for use by our house guests. This will eliminate the need for events to rent portable toilets.

DECISION POINT / RECOMMENDATION:

Council should approval the low bid of, and award a contract to, Aspen Homes to begin reconstruction of the garage at the Jewett House.

PUBLIC WORKS CONSTRUCTION CONTRACT
for
RECONSTRUCTION OF JEWETT HOUSE GARAGE

THIS CONTRACT is made and entered into this 1st day of August, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as “the **CITY**,” and **ASPEN HOMES AND DEVELOPMENT, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 1831 N. Lakewood Dr., Ste. A, Coeur d’Alene, Idaho, hereinafter referred to as “**CONTRACTOR**.”

W I T N E S S E T H:

WHEREAS, after complying with State purchasing laws and the **CITY**’s Purchasing Policy, **CONTRACTOR** was determined to be the lowest responsible bidder; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to accept the lowest responsible bid; and

WHEREAS, **CONTRACTOR** has been awarded the Contract for the Reconstruction of the Jewett House Garage, hereinafter referred to as the “Work,” according to the Contract Documents described below and on file in the office of the City Clerk of the **CITY**, which Contract Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, **CONTRACTOR** shall complete the Work, furnishing all labor and materials therefor according to the Contract Documents. All material shall be of the high standard required by the Contract Documents and approved by the **CITY**, and all labor performed shall be of first-class workmanship.

CONTRACTOR agrees to receive and accept, as full compensation for furnishing all labor and materials for the Work, an amount equal to the sum of the total for the items list in the Bid Schedule. The total for each item in the Bid Schedule shall be calculated by determining the actual quantity of each item and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item in the Bid Schedule. The total amount of the contract shall not exceed One Hundred Seventy-two Thousand Four Hundred and no/100 Dollars (\$172,400.00). For additions or deductions to the Contract amount, the unit prices as set forth in the written bid of **CONTRACTOR** are hereby made part of this Contract.

Payment in the amount of Eighty-six Thousand Two Hundred and no/100 Dollars (\$86,200.00) shall be made at the start of construction with the remainder paid no later than thirty (30) days after completion of all work and acceptance by the **CITY**, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10 248 79). Payment shall be made by the City Comptroller.

One hundred-twenty (120) calendar days shall be allowed for completion of the Work, hereinafter referred to as "Contract Time." The Contract Time shall commence when the Work is actually commenced, but in any event no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

CONTRACTOR acknowledges that time is of the essence in this Contract and the failure of **CONTRACTOR** to complete the Work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are, and will continue to be, impractical and extremely difficult to determine. Therefore, in the event **CONTRACTOR** shall fail to complete the Work within the Contract Time, **CONTRACTOR** shall pay to the **CITY**, or the **CITY** may withhold from monies due **CONTRACTOR**, liquidated damages at the rate of Five-hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

CONTRACTOR shall indemnify, defend, and hold the **CITY** harmless from any and all claims arising from **CONTRACTOR**'s actions or omissions in performance of this Contract, including the actions and omissions of **CONTRACTOR**'s employees, representatives, agents, and subcontractors. In addition, **CONTRACTOR** shall maintain liability insurance naming the **CITY** as an additional insured, and not merely a "certificate holder," in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for property damage or for bodily or personal injury, death, or loss as a result of any one occurrence or accident. It is the **CITY**'s intent, and **CONTRACTOR**'s agreement, that **CONTRACTOR**'s liability insurance shall have limits of not less than those provided for by Idaho Code § 6-924. A certificate of insurance shall further provide at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy.

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

Certificates of all insurance required by this Contract shall be filed with the City Clerk.

Pursuant to Idaho Code § 44-1002, ninety-five percent (95%) of the employees engaged by **CONTRACTOR** for the Work shall be bona fide Idaho residents; PROVIDED, where fifty (50) or fewer persons are employed by **CONTRACTOR** for the Work, up to ten percent (10%) may be nonresidents of Idaho; PROVIDED FURTHER, in all cases **CONTRACTOR** shall give preference to the employment of bona fide Idaho residents in the performance of the Work.

In consideration of the award of this Contract to **CONTRACTOR**, and in recognition that the business in which **CONTRACTOR** is engaged is of a transitory character and that

CONTRACTOR's property may be outside the state of Idaho when taxes, excises or license fees to which **CONTRACTOR** is liable become payable, **CONTRACTOR** further agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term; and
2. That, if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same may constitute a lien upon **CONTRACTOR**'s property, **CONTRACTOR** shall secure the same to the satisfaction of the officers charged with the collection thereof; and
3. That, in the event of a default in the payment or securing of such taxes, excises and license fees, **CONTRACTOR** consents that the **CITY** may withhold from any payment due **CONTRACTOR** hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** may be liable.

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

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

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

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

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

- A) Change Order
- B) General Conditions
- C) Technical Specifications
- D) Plans

THIS contract, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. However, CONTRACTOR shall not assign this contract, or any part thereof, without the prior written consent of the CITY.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said CITY, and the CONTRACTOR has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE,

**ASPEN HOMES AND DEVELOPMENT,
LLC:**

By _____
James Hammond, Mayor

By _____
_____ (printed name)
Its _____ (title)

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

OTHER BUSINESS

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: JULY 24, 2023
FROM: ADAM KORYTKO BUILDING MAINTENANCE SUPERINTENDENT
SUBJECT: LIBRARY LIGHTING L.E.D. UPGRADE & CITYWIDE ACCESS CONTROL UPGRADE (*COUNCIL ACTION REQUIRED*)

DECISION POINT: Should Council approve the financing for Library lighting upgrades in the amount of \$20,689 and for citywide access control upgrade in the amount of \$13,500 outside the current budget?

HISTORY: The Library currently uses a large variety of antiquated lighting technology throughout the building. This older technology is considered energy inefficient, and is costly to maintain and replace. Avista is currently offering rebates for the purchase and installation of common high-efficiency lighting equipment. Installation of LED fixtures and lamps would lower operational and maintenance costs, and improve aesthetics for patrons and staff.

The current access control system, which operates all lock/unlock schedules and card access across all major City buildings and campuses, is supported by an on-premise server located at City Hall. The on-prem server is no longer supported by the City's service provider. The company has switched their services to a cloud-based subscription and rendered the old on-prem server obsolete. In the event of server failure, the City's access control system would remain operational, but the ability to modify users and schedules would be lost.

FINANCIAL ANALYSIS: The cost of the library lighting upgrade is \$44,500. Avista offers a rebate of \$23,811, which brings the total cost to \$20,689. The Citywide access control upgrade has an installation cost of \$13,500 with an annual subscription fee of \$6,900 to operate and maintain the system. The access control company offers a buyback program for our obsolete hardware. This incentivizes existing customers to remain with the company by offering an equipment replacement at an approximate 80% discount. Neither of these projects are slated for the current budget and we ask that Council approve the use of the general fund to pay for both projects.

Utility rebate programs can change regularly. These programs fluctuate in eligibility, approved products, and available rebate funds. The rebate amount for the library project has been approved by Avista and the electrical contractor has secured materials, cost, and availability.

The current access control server is operating past its life expectancy and cannot be repaired or replaced. In the event of a failure, the city would lose major functionalities of the system and be forced to upgrade. Our service contractor currently has the replacement hardware secured and staff available to begin the system upgrade immediately.

PERFORMANCE ANALYSIS: The LED lighting retrofit at the library would lower the building's energy demand by roughly 80,000 kWh, equating to an annual energy savings of about \$6,000.

The access control upgrade is necessary to maintain functionality of the City's security system.

DECISION POINT / RECOMMENDATION: Council should approve the Library LED lighting upgrade and the Citywide access control upgrade.

RESOLUTION NO. 23-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE GENERAL FUND FOR THE LIBRARY LIGHTING AND CITYWIDE ACCESS CONTROL UPGRADES IN AN AMOUNT NOT TO EXCEED \$34,189.00.

WHEREAS, the Parks and Recreation Department Building Maintenance Superintendent has recommended that the Mayor and Council authorize the expenditure of \$34,189.00 from the General Fund for the cost of the Library Lighting and Citywide Access Control upgrades, as set forth in the cost estimates from Teremark Electrical Group and Access Unlimited & Security, Inc., copies of which are attached hereto as Exhibits "A" and "B" 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 make such expenditure.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that an expenditure of \$34,189.00 from the General Fund is authorized for the purchase of Library Lighting and Citywide Access Control Upgrades, as set forth in the cost estimates from Teremark Electrical Group and Access Unlimited & Security, Inc., attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to enter into or modify any agreement necessary to obligate the City's payment, to the extent the substantive provisions of this authorization remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to sign such agreements as may be necessary to complete the Library Lighting and Citywide Access Control upgrades pursuant to this Resolution.

DATED this 1st day of August, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

LED Lighting Upgrade - LAMPS/FIXTURES REV1.0



Coeur d'Alene, ID

Prepared By

TEREMARK Electrical
Group
Mark Heikkila
866 W. Hayden Ave. Suite
A
Hayden, ID 83835
(208) 771-1178

Executive Summary

Investment

Simple Payback	Simple ROI	IRR (10 Years)	NPV (10 Years)
3.15 years	31.74%	32.00%	\$ 36,418
			+ 5% Discount Rate

Savings

Year One Cost Savings
\$ 6,567

Annual Energy Savings
82,084 kWh

Peak Demand Savings
25 kW

Project Lifetime Cash Flow
\$ 109,323

Costs

Total Project Cost
\$ 44,498

- Estimated Incentives
\$ 23,811

Net Project Cost
\$ 20,687

Cost of Waiting

Each Month	Each Year	Five Years
\$ 547	\$ 6,567	\$ 34,864

LED Lighting Upgrade - LAMPS/FIXTURES REV1.0



Estimate

Prepared For

Prepared By

Date

TEREMARK Electrical
Group
Mark Heikkila
866 W. Hayden Ave. Suite
A
Hayden, ID 83835
(208) 771-1178

7/26/2023

Lighting Products

Quantity

T5 13W TLED <i>13W T5 TLED direct drive</i>	162
2L T5 TLED HO <i>2L T5 TLED HO Direct Drive DX2 lamp</i>	96
17W PLL lamp <i>17 watt PLL direct drive</i>	23
Single DX2 lamp	9
36" TLED <i>3' TLED direct drive</i>	8
6" Avanta <i>6" Advanta recessed can kit</i>	62
Keystone Advanta 8" <i>8" Recessed can kit only</i>	130
Keystone 400W Area light replacement <i>fixture and pole mount</i>	12
Keystone 2L DX2 Typical <i>2 14 W DX2 lamps in troffer or wrap</i>	49
MR16 GU10 Base <i>7 watt MR 16 GU10 Base</i>	18
U Bend 6"	6
35W Outdoor HO Lamp <i>35W E26 base high output LED lamp</i>	9

Total Lighting Product Costs	\$28,369.02
+ Labor Costs	\$14,426.80
+ Estimated Sales Tax	\$1,702.14

LED Lighting Upgrade - LAMPS/FIXTURES REV1.0



Total Project Cost	\$44,497.96
- Estimated Incentive Rebates	\$23,811.00
Net Project Cost	\$20,686.96

Notes

THIS PROPOSAL IS VALID FOR 30 DAYS

Print Name for TEREMARK Electrical Group

Authorized Signature for TEREMARK
Electrical Group

Print Name for Client

Authorized Signature for Client

Introduction

Introduction

The team at TEREMARK Electrical Group, LLC thanks you for requesting this proposal. We offer many value-added items to our standard pricing that most other electrical contractors consider extra. These benefits include a 5-year manufacturer's warranty and one (1) year labor warranty; an assigned Account Manager; highly trained, licensed, and uniformed Field Staff; and a dedicated Customer Service team.

Our approach ensures premier quality and consistently safe working practices.

We work to earn customers for life and we will do what it takes to show you that commitment. We are pleased to offer pricing for this project per the attached scope of work.

Legal

1. TEREMARK Electrical Group provides estimated results such as annual maintenance costs, return on investment and it is understood these are provided as a "Good Faith Estimate" and results are not guaranteed as there are many variables outside of our control. We utilize standard industry tools to measure performance and use typical models to generate proposals. The end user may experience different results depending upon weather, time of usage and other circumstances that are out of our control.
2. TEREMARK Electrical Group has based the development of this proposal upon being allowed the opportunity to provide detailed input into the construction schedule including, but not limited to, approval of electrical activities, logical sequence of work, resource leveling, manpower and duration.
3. Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of necessary commodities increases, through no fault of TEREMARK Electrical Group, LLC, the price of any materials components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. A significant price increase shall mean any increase in price exceeding 10 percent (10%) experienced by TEREMARK Electrical Group, LLC from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices

Introduction

receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of TEREMARK Electrical Group, LLC as a result of the shortage or unavailability of commodities, raw materials, components and/or products, TEREMARK Electrical Group, LLC shall not be liable for any additional costs or damages associated with such delay(s).

4. TEREMARK Electrical Group, LLC standard insurance rates are included. Special or increased limits will require a rider premium which will be passed on to the customer.
5. Standard payment terms are net due in ten days from invoice date unless stated differently in this proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice.
6. If TEREMARK Electrical Group, LLC is required to employ a collection agency or attorney to collect amounts owed under this agreement, the customer agrees to reimburse TEREMARK Electrical Group, LLC. for all costs of collection including, attorney fees, expert fees, and other legal expenses that it may incur to collect such amount.
7. Please issue a tentative schedule upon notice to proceed.
8. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
9. This contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
10. This contractor shall not be liable for indirect loss or damage.
11. If this contract is cancelled for any reason the customer is liable for all incurred costs to the date of cancellation plus applicable mark up.
12. Our pricing is based on execution of an acceptable contract agreement, preferably in a standard form. If a formal contract is required, please attach this proposal as part of the contract.
13. In the absence of a standard contract agreement form, we can provide our standard form or signature of this agreement constitutes a legal contract, binding both parties to specific performance as identified herein.

Disclaimers

SPECIFIC EXCLUSIONS

Introduction

1. Utility company charges.
2. Premium or overtime costs.
3. Cost impacts related to tariffs and commodity price increases. We have been advised that a 10% - 25% increase will occur on steel products and anything containing a computer chip.
4. Engineering, Arc Flash and Coordination study.
5. Cutting, patching and painting of walls, ceiling, conduits, equipment and floors.
6. Work associated with code upgrades and repairs to existing installations.
7. Any warranty work associated with owner supplied equipment.
8. Unloading and inventorying of owner supplied material.
9. Additions required by the Authority Having Jurisdiction.
10. Costs associated with Payment and Performance Bonds.
11. Temporary task lighting and specialty temporary power requirements.
12. Any/all saw-cut, boring, patching, concrete, asphalt, masonry, or drywall.
13. Sealing of roof penetrations.
14. Unforeseen conditions hidden by structure, earth, or equipment.
15. Participation in liquidated damages.
16. Fees associated with 3rd party administrative/billing services. If such fees are encountered, they will be added to our contract amount plus 15%.

City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene ID 83814
United States

Quotation # S00018

Project Description: Brivo to Cloud	Quotation Date: 04/13/2023	Expiration: 08/31/2023	Salesperson: Adam Juliano
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Description
Brivo Cloud Update
Brivo Panel Exchange Exchange of an ACS300-A for an ACS300-E panel (Without data upload) to convert a Brivo Onsite customer to Brivo . Note:To be eligible for exchange, the board must be still under the original Brivo warranty.
Brivo Panel Exchange-In Warranty Exchange of an S or A motherboard for a 6000-E motherboard (Without data upload) to convert a Brivo Onsite customer to Brivo . Note:To be eligible for exchange, the board must be still under the original Brivo warranty.
Brivo Panel Exchange-Out of Warranty Exchange of an out of warranty S or A motherboard for a 6000-E motherboard (Without data upload) to convert a Brivo Onsite customer to Brivo Access .
Brivo Data upload to Cloud Brivo Onsite Server to Brivo Access User Transfer. This service provides a means for Brivo Onsite Server users to move their existing Brivo Onsite Server user data to Brivo Access. This service includes the transfer the Brivo Onsite Server Users, Group assignments, customer field values, images and Credential data into the Brivo account. Doors/Device/Elevator programming is quoted separately. Note: Requires the purchase of appropriate panels.
Brivo Remote Programming Each support hour can be used towards programing 10 doors/devices/floors, bulk actions for up to 2,500 objects (including but not limited to, issuing mobile passes, assigning users to groups, adding custom field values to users, and user deletion)
Labor to go to each location and swap panels and test functionality
Subtotal \$ 13,500.00
Brivo Monthly Cloud Fee \$525 per Month for 99 doors.
Subtotal \$ 0.00

(509) 241-0563 | contact@ausecurity.net | www.ausecurity.net

Untaxed Amount	\$ 13,500.00
Taxes	\$ 0.00
Total	\$ 13,500.00

Please submit all purchase orders to orders@ausecurity.net

Scope of work:

Contract Terms & Conditions Agreement:

This Agreement shall commence on the "Estimate Date:" stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. All Clients agree to the following terms:

Expenses Reasonable and necessary business and travel expenses incurred by Access Unlimited & Security, Inc. shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within a 10-mile radius of downtown Spokane, Washington. All such expenses in excess of \$50 and associated travel plans must be approved in advance by Client.

Payment Access Unlimited & Security, Inc. shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within fifteen days of invoice. Payments not made by the 30th day will be considered delinquent and will be subject to a 1% per month charge (12% per year). Returned checks will be charged a fee of \$30.00. If Access Unlimited & Security, Inc. brings a legal action to collect any sums due under this Agreement, Access Unlimited & Security, Inc. shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. All amounts are stated in US Dollars.

Warranties Access Unlimited & Security, Inc. represents and warrants to the undersigned:

1. It has the experience and ability to perform the services required by this Agreement;
2. That it will perform said services in a professional, competent and timely manner;
3. That its performance of this Agreement shall not infringe upon or violate the rights of any party, or violate any federal, state or municipal laws. Provided however, Access Unlimited & Security, Inc. shall retain exclusive control as to the general procedures and formats necessary in order for Access Unlimited & Security, Inc. to provide the services in this Agreement to the Client's satisfaction.

Confidentiality Access Unlimited & Security, Inc. recognizes and acknowledges that this Agreement creates a confidential

relationship between Access Unlimited & Security, Inc. and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

Non-Disclosure Access Unlimited & Security, Inc. agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement if requested by Client, Access Unlimited & Security, Inc. will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Access Unlimited & Security, Inc. further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement. However, Access Unlimited & Security, Inc. will not be held liable for any damages inferred or incurred from disclosure of Confidential Information, accidental or otherwise.

Grant Access Unlimited & Security, Inc. agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Access Unlimited & Security, Inc. under this Agreement shall not affect Client's exclusive ownership of the work product.

Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The Client agrees that venue shall be, at the election of Access Unlimited & Security, Inc., in the Spokane County Superior Court, Washington. The Client hereby consents to the jurisdiction of the Courts of the State of Washington in any matter pertaining to, or arising out of, this Agreement, or any other jurisdiction as dictated by Access Unlimited & Security, Inc.

Lawful Use of Services All services provided to Client by Access Unlimited & Security, Inc. Services may be used only for lawful purposes. Any use of these services for illegal or unlawful purposes shall be in violation of this agreement. Service will be terminated and all fees paid by Client will be forfeited in the event of any breach of these Terms and Conditions.

Entire Agreement and Notice This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Client may terminate services for whatever reason, but will be responsible for costs within the current service period and must give 30 days notice.

Authorized Signatures:

Total Due at Contract Signing: \$_____

Additional Terms: 100 % of hardware due upon signing of contract with remainder due upon completion of contract terms. Calculation of down will be based on estimation of work to be done. Cancellation by customers shall result in a forfeiture of deposit.

BY: _____
TITLE: _____
SIGNATURE: _____

Payment terms: 30 Days

2023-24 Preliminary Budget



FY 23-24 Budget Resolution Highlights

New Positions – 2 Firefighters*	\$280,299	*Paid through KCEMSS
6 Positions eliminated – General Fund	\$483,149	
3% Property Tax Increase	\$767,514	
Estimated New Growth **	\$262,424	** Value of new construction (7/24/2023) and taxable valuation (8/7/2023) from the County
Total Increase to Revenues – General Fund	\$1,705,603	
Total Increase to Personnel – General Fund	\$2,725,820	
Total Increase to Services & Supplies - GF	\$166,931	
Total Decrease to Capital Outlay - GF	(\$3,264,584)	
Increase in use of Fund Balance – General Fund	\$2,392,175	

Revenue Changes from Preliminary Budget to Resolution

Revenues Preliminary Budget:	\$132,926,760
Decrease in estimated new growth	(\$64,058)
Increase in General Fund Fund Balance use	\$272,051
Increase in use of Beginning Balance other funds	\$175,132
Increase in Federal Grants - General Fund - ARPA	\$287,985
Increase in Federal Grants - Library & Cemetery Funds - ARPA	\$45,242
Decrease in KCEMSS - General Fund	(\$11,175)
Increase in Interest Revenue - Water/Wastewater/Drainage	\$63,732
Increase in Interest Revenue – Cemetery	\$1,376
Revised Revenues:	\$133,697,045

Expenditure Changes from Preliminary Budget to Resolution

Expenditures Preliminary Budget:	\$129,740,331
LCEA negotiations - moving to 7 years from 9 years for max	\$36,555
LCEA negotiations - \$2,500 bonuses	\$550,502
LCEA negotiations - COLA increase from 4% to 5%	\$183,931
HUD Grant decrease in expense due to 1% COLA increase	(\$702)
Revised Expenditures:	\$130,510,617

General Fund REVENUES

Changes Year over Year

3% Increase Property Tax	\$767,514
New Growth - estimated	\$226,424
Increase in Franchise Fees	\$464,000
Decrease in State Revenues – see next slide	(\$179,616)
Decrease in Grants	(\$4,041,819)
Increase in KCEMSS	\$292,363
Increase in Interfund Overhead Transfer	\$150,853
Increase in Transfer from Annexation Fund	\$165,000
Increase in Interest Earnings	\$383,283
Other increases and decreases	\$66,395
Increase in use of Fund Balance	\$2, 392,175

See page 5 of preliminary budget for more detail

General Fund Budgeted Wages and Benefits

FY 23-24 compared to FY 22-23

	FY 23-24	FY 22-23	INCREASE
	TOTAL	BUDGET	(Decrease)
MAYOR/COUNCIL	\$266,305	\$249,035	17,270
ADMIN	241,168	317,916	(76,748)
FINANCE	847,769	765,897	81,872
MUNICIPAL SERVICES	1,528,562	1,469,170	59,392
HUMAN RESOURCES	362,646	366,503	(3,857)
CITY ATTORNEY	1,317,913	1,225,988	91,925
PLANNING	755,763	697,216	58,547
BUILDING MAINTENANCE	355,212	320,137	35,075
POLICE	17,977,696	16,880,007	1,097,690
POLICE- Grants	91,364	84,594	6,770
FIRE	12,637,563	11,465,359	1,172,204
STREETS	3,525,902	3,534,437	(8,535)
PARKS	2,154,256	2,112,826	41,429
RECREATION	669,375	599,865	69,510
BUILDING INSPECTION	1,102,433	1,019,158	83,275
TOTAL	<u>43,833,927</u>	<u>41,108,108</u>	<u>2,725,819</u>

Includes 4.5% COLA for Police - sworn, 5% COLA for Police – nonsworn, 3% COLA for Fire, 5% COLA for LCEA, nonrepresented and exempt, includes scheduled merit increases and 3% increase to health insurance

**FY 22-23 Budgeted positions eliminated in
FY 23-24 Preliminary Budget**

Streets	Electrician Apprentice	\$84,041
Streets	Heavy Equipment Operator	\$84,041
Administration	Communications Specialist	\$87,206
Parks	Department Support	\$72,157
Municipal Services	Dept Specialist	\$69,819
Police	Applications Analyst	\$85,885
Total		\$483,149

General Fund – Budgeted Use of Fund Balance

Dept		Budgeted	ARPA	Designated	Undesignated
Bldg Maint	Capital	\$31,000			\$31,000
MS	Capital	\$18,000			\$18,000
Police	Bldg Expansion	\$1,500,000	\$1,500,000		
Police	Vehicles	\$751,600			\$751,600
Streets	Capital	\$250,000			\$250,000
Streets	Remodel	\$500,000	\$100,000	\$400,000	
Parks	Capital	\$107,026			\$107,026
Streets	Hwy User Fees	\$1,980,267		\$1,915,482	\$64,785
All Depts	Fund Balance	\$488,850			\$488,850

General Fund – Budgeted Use of Fund Balance – Continued

General Fund Capital Outlay - undesignated	\$1,157,626
Street Department Remodel - designated	\$400,000
Designated Highway User Fees	\$1,915,482
Undesignated Highway User Fees	\$64,785
Use of Fund Balance for ongoing expenses	\$852,907
Total Fund Balance use included in budget (page 1)	\$4,390,800
Designated General Fund Fund Balance 9/30/2022	\$6,410,305
Undesignated General Fund Fund Balance 9/30/2022	\$11,880,092 (20.5%)
Total Fund Balance 9/30/2022	\$18,290,397
Undesignated General Fund Fund Balance 9/30/2022	\$11,880,092 (20.5%)
Budgeted use of Undesignated Fund Balance	\$2,075,318
Estimated Fund Balance at 9/30/2024	\$9,804,774 (16.95%)

Changes from Submitted Budgets to Preliminary Budget

Administration	Communications Specialist	\$87,206
Municipal Services	Department Specialist	\$69,819
Municipal Services	City-wide automation	\$13,134
Legal	Assistant City Attorney	\$108,883
Police	Applications Analyst	\$85,885
Police	Travel and Training	\$14,000
Streets	Electrician Apprentice	\$84,041
Streets	Heavy Equipment Operator	\$84,041
Streets	Overlay / Chip Seal	\$250,000
Parks	Tractor	\$30,000
Parks	Pickup Truck	\$40,000
Parks	Dept Support	\$72,157
Recreation	Miscellaneous services and supplies	\$20,400

Questions?

**CITY COUNCIL
STAFF REPORT**

Date: August 1, 2023
From Vonnie Jensen, Comptroller
Subject: Fiscal Year 2023-24 Financial Plan

Decision Point: To approve Resolution No 23-060, which sets the public hearing date and the high dollar amount (\$130,510,617) in expenditures for the 2023-2024 Fiscal Year Financial Plan (Annual Appropriation).

History: Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a \$27,454,060 in property tax revenue – an increase of \$990,162 over the previous year. This increase includes estimated new growth of \$226,424 and a 3% increase over taxes levied this fiscal year of \$767,514.

Decision Point: To approve Resolution No 23-060, which sets the public hearing date and the high dollar amount (\$130,510,617) in expenditures for the 2023-2024 Fiscal Year Financial Plan (Annual Appropriation).

RESOLUTION NO. 23-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2023-2024, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2023:

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	\$249,875	\$254,747	\$259,163	\$276,433
Administration	215,458	222,015	320,486	243,758
Finance Department	1,242,197	1,275,275	1,398,397	1,561,709
Municipal Services	1,942,987	1,984,202	3,000,885	2,594,685
Human Resources	411,248	409,242	452,421	499,205
Legal Department	1,258,520	1,278,792	1,361,438	1,380,913
Planning Department	730,489	712,035	759,266	809,813
Building Maintenance	483,773	742,836	694,637	701,812
Police Department	15,810,518	16,902,585	22,027,527	21,839,291
Drug Task Force	1,868	125,308		
Police Department Grants	67,522	131,317	84,594	91,364
Fire Department	11,022,716	11,841,869	13,325,161	13,587,337
General Government	1,318,366	589,956	626,300	2,019,067
Streets/Garage	4,404,075	4,657,527	7,858,838	7,241,065
Parks Department	2,227,875	2,378,931	3,041,376	3,012,992
Recreation Department	644,878	710,867	815,215	829,325
Building Inspection	939,758	1,004,208	1,123,236	1,146,742
TOTAL GENERAL FUND EXPENDITURES:	\$42,972,123	\$45,221,712	\$57,148,940	\$57,835,511

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$1,660,835	\$1,757,993	\$1,948,445	\$2,058,968
Community Development Block Grant	511,564	453,408	780,243	389,963
Impact Fee Fund	151,851	357,589	554,446	63,000
Parks Capital Improvements	669,336	431,361	463,614	710,060
Annexation Fee Fund	184,000	175,000	355,000	520,000
Cemetery Fund	325,591	443,429	363,711	365,309
Cemetery Perpetual Care Fund	165,035	164,631	86,000	4,500
Jewett House	16,004	17,807	139,700	28,615
Reforestation/Street Trees/Community Canopy	66,182	66,443	120,000	120,000
Public Art Funds	126,322	291,473	468,500	239,500
TOTAL SPECIAL FUNDS:	\$3,876,720	\$4,159,134	\$5,279,659	\$4,499,915
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	\$700,997	\$732,419	\$760,130	\$760,200
Water Fund	12,830,278	11,444,599	14,326,675	14,471,783
Wastewater Fund	18,335,519	18,241,300	23,738,871	27,832,627
Water Cap Fee Fund	2,953,446	1,764,709	3,850,000	3,000,000
WWTP Cap Fees Fund	1,890,784	2,925,259	2,777,660	3,499,100
Sanitation Fund	4,493,292	4,664,326	5,520,365	5,315,582
City Parking Fund	1,545,666	1,621,063	1,864,965	1,778,929
Drainage	1,039,657	1,517,034	2,504,858	2,594,890
TOTAL ENTERPRISE EXPENDITURES:	\$43,789,639	\$42,910,709	\$55,343,524	\$59,253,111
FIDUCIARY FUNDS:	\$3,156,336	\$3,208,444	\$3,492,454	\$3,447,200
STREET CAPITAL PROJECTS FUNDS:	330,476	1,406,293	1,707,964	4,598,573
DEBT SERVICE FUNDS:	876,281	878,407	880,083	876,307
GRAND TOTAL OF ALL EXPENDITURES:	\$95,001,575	\$97,784,699	\$123,852,624	\$130,510,617

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
ESTIMATED REVENUES:				
Property Taxes:				
General Levy	\$16,102,305	\$21,751,348	\$23,404,549	\$24,356,319
Library Levy	1,638,497	1,621,094	1,777,266	1,819,434
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
Policemen's Retirement Fund Levy			152,000	152,000
2015 G.O. Bond Levy	884,817	877,752	880,083	876,307
TOTAL REVENUE FROM PROPERTY TAXES:	\$18,875,619	\$24,500,194	\$26,463,898	\$27,454,060

	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$3,466,447	\$4,631,317	\$11,281,352	\$12,350,466
Beginning Balance	64,051,510	75,151,601	31,792,746	25,549,851
Other Revenue:				
General Fund	25,050,892	23,425,333	28,277,019	25,292,793
Library Fund	25,207	22,853	14,050	64,533
Community Development Block Grant	511,564	453,408	780,243	389,963
Parks Capital Improvement Fund	411,860	1,152,638	167,750	587,000
Cemetery	289,035	306,689	239,150	264,435
Annexation Fee Fund	88,988	569,545		
Impact Fee Fund	1,224,292	821,048	650,000	675,000
Cemetery Perpetual Care Fund	1,970	(71,867)	7,000	7,000
Jewett House	122,149	49,742	20,200	28,000
Reforestation	2,488	1,601		
Street Trees	56,732	50,494	57,200	52,000
Community Canopy	149	11	1,500	1,500
Public Art Funds	125,543	127,115	16,000	18,500
Street Lighting Fund	634,210	672,008	684,000	725,000
Water Fund	7,782,718	7,173,182	7,386,024	7,607,038
Wastewater Fund	13,357,740	15,446,961	13,248,000	15,957,210
Water Capitalization Fees	1,380,324	1,169,800	1,225,000	1,180,200
WWTP Capitalization Fees	2,931,071	2,107,045	2,000,000	1,999,100
Sanitation Fund	4,532,620	4,586,673	4,603,000	4,690,000
City Parking Fund	1,001,779	981,703	971,000	1,000,000
Drainage	1,079,824	1,091,914	1,763,200	1,990,890
Fiduciary Funds	3,067,347	3,113,010	3,238,900	3,247,200
Capital Projects Fund	176,737	385,882	560,000	2,565,306
Debt Service Fund	729	1,345		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$131,373,925	\$143,421,051	\$108,983,334	\$106,242,985
SUMMARY:				
	FY 2020-21 ACTUAL	FY 2021-22 ACTUAL	FY 2022-23 BUDGET	FY 2023-24 PROPOSED
PROPERTY TAXES	\$18,875,619	\$24,500,194	\$26,463,898	\$27,454,060
OTHER THAN PROPERTY TAXES	131,373,925	143,421,051	108,983,334	106,242,985
TOTAL ESTIMATED REVENUES	\$150,249,544	\$167,921,245	\$135,447,232	\$133,697,045

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 9, 2023 and August 16, 2023.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 5th day September, 2023 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 1st day of August, 2023.

James Hammond, 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 _____.