

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

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.

October 4, 2022: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE:

C. 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.

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

D. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor –**

E. 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 September 20 and September 28, 2022 Council Meetings.
2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee meeting for Monday, October 10, 2022, at 12:00 noon.
4. S-22-09c; Thomas George - Approval of Final Plat. Location: 116 S. 3rd Street.

As Recommended by the City Engineer

5. **Resolution No. 22-045 -**

- a. Approval of Parking Agreement between Front Row Properties, LLC and Front Row Sherman, LLC, for use by the US Bank Building.

As Recommended by the Community Planning Director

- b. Acceptance of a Utility Easement over a portion of Lot 2, Block 1, Atlas Waterfront Addition from Atlas Mill 10/12 Investment LLC.

As Recommended by the Water Department Director

- c. Declaration of three Chevrolet Impalas (model years 2005, 2009) and 2014, one 2003 Chevrolet Blazer, and one 2002 Dodge Intrepid in the Police Department as surplus and Authorization to Sell at Auction.

As Recommended by the Police Chief

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

G. OTHER BUSINESS:

1. **Resolution No. 22-046** – Approval of an Agreement with K & N Electric Motors, Inc., for the rehabilitation of Trickle Filter Pumps #2 and #1 in the amount of \$326,215.65.

Staff Report by: Mike Becker, Capital Programs Manager

2. **A-2-22:** A proposed annexation of 5.9 acres from County Ag-suburban to R-1 and R-5; Requested by Applicant: Aspen Homes and Development LLC; Location: 1808 N. 15th Street

Pursuant to Council Action on July 17, 2022

- a. **Resolution No. 22-047** – Annexation Agreement with Aspen Homes and Development LLC, for the Annexation of 5.9 Acre Parcel Located at 1808 N. 15th Street; Zoning from County Ag-suburban to R-1 and R-5 Zoning District.
- b. **Council Bill No. 22-1014** – Ordinance Approving the Annexation of a 5.9 Acre Parcel located at 1808 N. 15th Street; Zoning from County Ag-suburban to R-1 and R-5 Zoning District.
3. **Resolution No. 22-048** – Approval of the purchase of 65 Self-Contained Breathing Apparatus and 80 masks from LN Curtis through the cooperative purchasing association of NPPGov.

Staff Report by: Deputy Fire Chief Lucas Pichette

4. **Resolution No. 22-049** – Approval of an Agreement with the Coeur d’Alene Police Association, October 1, 2022 – September 30, 2025.

Staff Report by: Troy Tymesen, City Administrator

H. PUBLIC HEARING:

Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>

1. (Legislative) Utility Hearing for the relocation of utility facilities as required by the respective franchise agreements to accommodate the Rectangular Rapid Flashing Beacon project, Key Number 22874.

Staff Report by: Chris Bosley, City Engineer

I. ADJOURN:



Coeur d'Alene

CITY COUNCIL MEETING

October 4, 2022

MEMBERS OF THE CITY COUNCIL:
Jim Hammond, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

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

September 20, 2022

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 September 20, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

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

MOUNT HINK PRESENTATION: Phil Boyd, President, Welch Comer Engineers noted that the Mt. Hink site is located in the northeast corner of the Atlas project site. Mt. Hink is comprised of a mixture of both suitable materials (i.e., materials that can be used on site for structural purposes/topsoil) and unsuitable materials (i.e., materials that can be used for certain landscaping uses but can't be used for structural purposes/topsoil). The entire Mt. Hink site (above ground and below ground) is estimated to contain approximately 640,000 cubic yards of both suitable and unsuitable materials. Mr. Boyd noted that in 2018 ignite cda (Agency) presented a financial feasibility report, yet due to the uncertainty of what was there they were not able to complete a plan. On June 17, 2020, the City of Coeur d'Alene (City) transferred the Mt. Hink property asset to the Agency along with the majority of the former Atlas Mill site property. Throughout 2020, the above ground area of Mt. Hink grew in size as materials from other portions of the project site were stockpiled to create room for development, which was the primary focus of the Agency at the time. In 2021, development areas within the project site began to sell providing financial resources that could be utilized to address Mt. Hink. Also in 2021, former Mayor Steve Widmyer began working with Idaho Transportation Department (ITD) on a vision to possibly create a new multiuse development on ITD's Ramsey Road property that would include both recreational uses as well as structural/building uses. On February 10, 2022, the City, Agency, & ITD entered into a Memorandum of Understanding (MOU) that permitted the Agency to relocate the unsuitable Mt. Hink materials to the ITD pit. Relocation of the unsuitable materials began in March 2022, and continues to date. The Agency entered into a contract with LaRiviere, Inc. to transfer the unsuitable Mt. Hink materials to the ITD site. The current cost of the Mt. Hink haul contract is just over \$8 million. Given the large investment of reclaiming the Mt. Hink area, the Agency is considering potential development

uses on the Mt. Hink site that would be value adding to the community. Uses under consideration at this time include: residential; mix-use: commercial/residential; mix-use: grocery store/commercial/residential. They have not completed the Master Plan for the area as they continue to review the soil materials and what would be unsuitable. Townhome and single-family products are predicted to bring in the most revenue. Mr. Boyd reviewed the proforma numbers summarizing that there is a very small margin of profit predicted, approximately \$500,000, but this area alone would be in a deficit of \$1,700,000 based on the \$2.2 Million purchase price, which is why it will be important to move forward with development of the site.

Councilmember McEvers asked for clarification regarding the pit locations and the proposed development with Mr. Boyd explaining the development covers pits 2, 3, and 4.

Councilmember Gookin asked if the cost to remove the dirt was included in the development cost, with Mr. Boyd confirming it was. Mr. Boyd clarified the River Urban Renewal District has tax increment that makes it worthwhile. Councilmember Gookin noted that Council was told it was going to be a passive park area and now it is being developed and thinks the Council should be involved in the modification of the plan and expressed concern about the economy.

Councilmember Wood noted that she has been involved in the committee work and asked for an overview of the development areas sold and that the proforma was a long term pay back at approximately 8-9 years. Councilmember Wood also noted that she was glad to hear the dirt is still going into the ITD pit and felt that it would be good for a ball field. Mr. Boyd noted that area 14 and 15 are currently out for Request For Proposal's (RFP's) and area 5a and the big area above will go out in the spring. He noted that the total acreage of public waterfront equals approximately 12 acres. Mayor Hammond asked for clarification on the buildability of the Mt. Hink site, with Mr. Boyd confirming that they will end up with suitable material and compact it to the point of buildability. Mayor Hammond noted the area east of the pit is noted as possible workforce housing and asked if any of the Mt. Hink area could be set forth as affordable. Mr. Boyd noted that he has not run a proforma on that option. However, affordability would come in the land value or in the development arena and was not held out as an affordable area.

Councilmember Miller believes this was supposed to be an opportunity to give feedback of the Mt. Hink area. She noted that she would like to keep conversations going regarding the potential of affordability and options to preserve housing inventory and having it mixed and not set aside.

Councilmember English noted that in the beginning the Agency received pressure to sell waterfront property, but the City Council made deliberate decisions to preserve it, so the development needs to pay for that cost. He noted the Council approved the costs to truck the materials elsewhere, is part of the evolving process, and housing stock is needed. He clarified that they are still looking at options and will welcome input, and agreed that the market is an unknown. Councilmember Wood stated two (2) years ago the Council turned the entire property over to the Agency and it is within their purview for final decision making and questioned the option about a fire station on that property. Mr. Boyd clarified that the former fire chief noted that the challenge is going westbound from that location, so there may be a needed roundabout or signal at that location to accommodate a station. Councilmember Gookin noted that solutions for housing workers is admirable but when Council passed the plan it was vague and now has no control unless they elect to modify the plan. Councilmember English concurred that the Agency has control of the property, there is a process of appointing the board, there are a couple councilmembers on the board, and reiterated that they are an independent body. Mayor Hammond thanked Mr. Boyd for the report.

MAYOR AND COUNCIL COMMENTS:

Mayor Hammond announced the opportunity for High School students within School District 271 to serve on a City Committee, Commission, or Board. Applications are due by September 30, 2022. Applications can be found on the city website at: <https://www.cdaid.org/263/departments/municipal/volunteer-opportunities>.

Mayor Hammond requested confirmation of the appointments of Stephen McCrea to the Library Board, and Councilmember Dan English to the ignite cda Board.

MOTION: Motion by McEvers, seconded by Evans, to appoint Stephen McCrea to the Library Board, and Councilmember Dan English to the ignite cda Board. **Motion carried with Gookin voting no.**

CONSENT CALENDAR: Motion by McEvers, second by Evans, to approve the consent calendar.

1. Approval of Council Minutes for the September 6, 2022, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the September 12, 2022, Meeting.
3. Setting of the General Service/Public Works Committee Meeting for September 26, 2022.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of Final Plat for SS-22-11c, Riverstone Condominium
7. As Recommended by the City Engineer
8. Approval of **Resolution No. 22-043** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: GRANT OF UTILITY EASEMENT FOR WATER LINE BY CELESTINO FUENTES AND RAJEANNE LESSARD; AND GRANT OF SEWER LINE EASEMENT BY COEUR D’ALENE MEMORIAL GARDENS.

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

PUBLIC COMMENTS:

Mary Merrill, Coeur d’Alene, requested Council preserve the current zoning of Oak Crest Manufactured Home Park, which is currently MH-8. She noted that there is no current zone change request but would like to have a commitment to maintain the zoning to protect workforce housing.

Nick Goodwin, Hayden, stated that he is the president of Lake City Employees Association (LCEA) for the City of Coeur d’Alene, noting LCEA represents the largest group of employees. He thanked the Mayor and Council for their service and knows they have hard decisions to make in regards to the negotiation of contracts. He expressed concern that some decisions made tonight might affect all City employees and asked the Council to consider the entire City family

and asked for fairness. The LCEA does not have a contract due this year, but will next year and they will seek what is reasonable and fair to the public.

Justin O'Connell, Coeur d'Alene, expressed concern that Mt. Hink was created from private industry and is now its removal is being paid for by the public.

Kara Claridge, Coeur d'Alene, noted that she has been attending Library Board meetings for over a year and hoped she could serve on the board. She believes that library trustees should protect children. Kids today have social media and I-Phones and parents need to provide their protection. She read from a document entitled Current Communism Goals that was read into the congressional record in 1963. She does not believe it is extreme to want to protect the development of children and rejects the philosophy that love is to tolerate. She provided a blessing over the Council.

Richard Price, Coeur d'Alene, thanked the Mayor and Council for showing up even if they disagree. He noted that he supports Resolution 22-044; however, he thinks that the City should consider the morale and fairness to support the existing police. He would like the City to consider other methods of funding such as Arts Commission funds. He also noted that when there are events that cause large expenses to the City the event sponsor should reimburse the City for those costs. He requested the Council delay the approval of the resolution for a couple weeks to consider fairness to existing officers.

PRESENTATION REGARDING THE OCTOBER 4, 2022, UTILITY HEARING

STAFF REPORT: City Engineer Chris Bosley explained that the City will be holding a public hearing at the October 4, 2022, Council meeting to meet a grant requirement. Under the Local Highway Safety Improvement Program (LHSIP), the City was awarded \$560,593 through the Local Highway Technical Assistance Council (LHTAC) to provide safety improvements. The grant will fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City. The Idaho Transportation Department requires the City to hold a utility hearing or obtain utility hearing waivers from all utilities. In recent years, not all utility companies have been willing to sign a utility hearing waiver, making utility hearings a requirement. Utilities that are permitted within the right-of-way under a franchise utility agreement will be required to move their facilities at no cost to the City. Costs for other affected utilities to be adjusted and/or relocated, such as water meters and storm grates, which are expected to be minor, will be included in the project. He noted that Avista and the Water Department are two (2) utilities that will need to be moved. All utilities have been notified of the hearing as they did not sign the waivers. He noted that Council will have two (2) possible actions to take either to require utilities to move or table the item.

DISCUSSION: Councilmember Wood asked Mr. Bosley to confirm with the Police Department regarding locations of concern. Councilmember English asked about the Riverstone area and the locations being so close, with Mr. Bosley noting that if there was an injury at the intersection it would qualify within the grant guidelines. Councilmember McEvers asked if the locations had stop signs, with Mr. Bosley noting that some do and that the Rapid Flashing Beacons will be on the through streets.

COUNCIL BILL NO. 22-1012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, IMMEDIATELY TERMINATING THE REVENUE ALLOCATION AREA FOR THE LAKE DISTRICT PROJECT AREA; REQUIRING DISTRIBUTION OF ANY SURPLUS DETERMINED TO EXIST PURSUANT TO SECTION 50-2909, IDAHO CODE; AUTHORIZING THE CITY CLERK OR THE COEUR D'ALENE URBAN RENEWAL AGENCY D/B/A IGNITE CDA, TO FILE THE ORDINANCE, TOGETHER WITH THE BOUNDARY MAP, WITH THE OFFICE OF THE COUNTY RECORDER, THE COUNTY ASSESSOR, AND THE IDAHO STATE TAX COMMISSION AS PROVIDED IN SECTION 63-215, IDAHO CODE; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE GIVEN TO EACH OF THE TAXING ENTITIES AFFECTED BY SAID REVENUE ALLOCATION AREA; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: City Attorney Randy Adams explained that in order to complete the termination of the Lake District Revenue Allocation Area ("Lake District RAA"), the City Council is required to adopt an ordinance terminating the revenue allocation area no later than December 31, 2022, pursuant to Idaho Code § 50-2903(5). A substantial portion of the identified improvements and/or projects within the Lake District RAA (also known as the "Project Area") have been completed and the City's Urban Renewal Agency, ignite cda, passed Resolution 2022-02 terminating the Project Area on June 15, 2022. Ignite cda expects all obligations and all expenses from the remaining projects and/or improvements to be completed under the Lake District Plan to be incurred and satisfied by the end of ignite cda's current fiscal year, September 30, 2022. Ignite cda further states that it will have sufficient funds on deposit for the payment of all final bonds, obligations, project costs, and administrative fees. April 1, 2023, will be the final accounting and funds turned over to the County.

DISCUSSION: Councilmember English questioned wording regarding direct delinquent fees to other districts through the Kootenai County Treasurer given the current dispute. Mr. Adams noted that the City has contacted the County Treasurer and Commissioners regarding the delinquent fees, interest, and penalties and have not reached a resolution of the issue yet. Councilmember Gookin questioned the wording in the resolution regarding properties being disposed of, and wanted verification that these are all the properties, with Mr. Tony Berns noting the only property they will be keeping is within area 14 within the Atlas project. He noted that they are in negotiations with the developer and they hope for a mixed-use development and for it to be complete by spring. Councilmember Wood noted that this is a big deal and that the citizens should note the accomplishments over the term of the Lake District. Mr. Berns noted that they have created a video of the successes and will be broadcasting it on the City's TV channel. Councilmember McEvers noted that he was here when the Lake District was created 24 years ago, a lot of great things have happened, and he thinks it was a good 24 years.

MOTION: Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 22-1012** once by title only.

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

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill 22-1012.**

DISCUSSION: Councilmember Gookin stated that he has been criticizing urban renewal for a long time and there were laws passed from preventing other urban renewals from doing certain things ever again based on prior use. It was intended to revitalize blighted land using tax increment and he questioned the benefit. In other states they have created jobs and with our affordable housing crisis, he believes the City should have been creating jobs over the 24 years. Councilmember Wood stated that she believes the Lake District was successful and it was an unknown tool and if you look at all the projects, they are not mega-mansions, rather funds were used for parks, the Library, and benefits to schools. She concurred that lessons have been learned along the way and they have fixed best practices. Mayor Hammond noted there is more to urban renewal than job creation, such as improving the taxable area within the City. He noted that a lot of the improved areas were vacant land and/or empty mill/lumber sites. The developed sites pay and contribute to the tax base which helps everyone.

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

RESOLUTION NO. 22-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
APPROVING A LATERAL OFFICER HIRING AND INCENTIVE PROGRAM FOR THE
POLICE DEPARTMENT.

STAFF REPORT: Police Chief Lee White explained that the Police Department has experienced a high number of vacant positions over the last year. He noted that they currently have 10 openings. He noted that they have had officers leave the agency for higher-paying law enforcement jobs, several applicants self-remove from the hiring process, and many more do not apply for the agency due to financial reasons. Chief White explained that the program will be open to up to eight (8) lateral officers who have at least two (2) years of experience as a sworn peace officer with a state, county, or municipal law enforcement agency, who currently hold at least a basic certificate from the State's certifying agency (P.O.S.T.), and who are currently employed as a law enforcement officer or who have left such employment in good standing within the last two (2) years. Upon hire, a \$5,000 payment would be made in the first regularly scheduled paycheck, and \$5,000 would be paid once employed for one (1) year. All payments would be in gross wages and subject to applicable withholdings. The Police Department budgeted \$80,000 for this pilot program in FY 22-23, and stated they would provide feedback to Council in 6-months.

DISCUSSION: Councilmember McEvers asked about Mr. Price's comments regarding fairness to current officers, with Chief White responding they had to figure out where to draw the line, and there isn't enough money to look backwards. Councilmember Gookin asked about the payback requirement and wondered what other departments do, and if the City can hold the

money for three (3) years and then pay the employee. Chief White noted that the funds would be needed for moving expenses and that they looked at Seattle's payback program. The initial payment is written off and if they leave within the 1-year period they don't receive the second payment. Councilmember English noted that three (3) years seems long for the reality of the workforce, so he felt that they could cut the term to two years, and then have the payback be prorated over time so they pay less back. Councilmember Wood noted that they are competing with surrounding agencies and would like to suggest that it is looked at on a case-by-case basis by the City Administrator and Police Chief to allow options. Chief White noted that there may be circumstances that someone wants to leave the industry, or has family issues, and would like to not require a repayment. Councilmember Miller wanted clarification that this program is just for lateral officers for actual expenses, with Chief White clarifying that it would be a direct payment of \$10,000.00, with no proof of expenses, as he believes it will help, but would not cover all expenses for relocation.

MOTION: Motion by Gookin, seconded by Wood, to approve **Resolution No. 22-044**, Approving an incentive program for the Police Department.

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

**LEGISLATIVE PUBLIC HEARING: FISCAL YEAR 2021-2022 ANNUAL
APPROPRIATIONS ORDINANCE AMENDMENT FOR FISCAL YEAR BEGINNING
OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022**

STAFF REPORT: Comptroller Vonnie Jensen explained that the City Council annually amends the original appropriations ordinance for unanticipated expenditures. Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance. The budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, drug forfeiture funds, funding received in FY 2020-21 from the American Rescue Plan Act, funding from ignite cda and miscellaneous additional items. Additional revenues of \$862,348 have been received in the General Fund to cover the increased expenses for the fiscal year, and \$776,951 is coming from designated fund balance. The majority of the designated fund balance is being amended for overlay funds carried over from the previous fiscal year and drug forfeiture funds used for the purchase of an armored vehicle, causing the need to amend the Fiscal Year 2021-22 Budget by a total of \$3,207,899.

DISCUSSION: Councilmember Gookin asked if the City does amendments to revenues as well, with Ms. Jensen noting that revenues are not included in the ordinance but have been provided previously. She noted specifically increased revenue by electric utility franchise fees, building permits, federal grants, state liquor tax, sales tax, donation from ignite cda, designated fund balance, and a transfer from impact fees that balances out. Councilmember Wood asked if there is a better way to anticipate the unanticipated revenue, with Ms. Jensen explaining that they look at trends and are always conservative, but depend on state estimates. Councilmember McEvers asked if the franchise fees increased with the addition of TDS, with Ms. Jensen responding that

there may be some from new growth, but believes it is mostly the same customers switching between providers.

PUBLIC COMMENT: Mayor Hammond called for public comments, with none being heard, closed public comment.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 22-1013** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt **Council Bill 22-1013**.

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

COUNCIL BILL NO. 22-1013

AN ORDINANCE AMENDING ORDINANCE 3691, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 APPROPRIATING THE SUM OF ~~\$109,700,500~~ \$112,908,399, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,207,899; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1: That Section 1 of Ordinance 3691, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$109,700,500~~ \$112,908,399, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2021.

Section 2: That Section 2 of Ordinance 3691; Ordinances of the City of Coeur d’Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

	FY 2021-22 BUDGET	FY 2021-22 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$269,845	\$269,845
Administration	223,074	223,074
Finance Department	1,298,646	1,298,646
Municipal Services	2,221,228	2,221,228
Human Resources	434,882	434,882
Legal Department	1,313,540	1,313,540
Planning Department	714,518	714,518
Building Maintenance	702,899	803,449
Police Department	18,107,761	18,248,609
Fire Department	11,547,576	12,271,026

General Government	47,180	47,180
Streets and Engineering	5,170,563	5,818,514
Parks Department	2,617,467	2,631,467
Recreation Department	755,417	755,417
Building Inspection	1,004,364	1,016,864
TOTAL GENERAL FUND EXPENDITURES:	<u>\$46,428,960</u>	<u>\$48,068,259</u>
	FY 2021-22 BUDGET	FY 2021-22 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$1,796,065	\$1,800,565
Community Development Block Grant	550,372	550,372
Impact Fee Fund	769,000	1,129,000
Parks Capital Improvements	465,460	617,460
Annexation Fee Fund	175,000	175,000
Cemetery Fund	414,040	414,040
Cemetery Perpetual Care Fund	166,500	166,500
Jewett House	26,353	26,353
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	461,300	461,300
TOTAL SPECIAL FUNDS:	<u>\$4,944,090</u>	<u>\$5,460,590</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$658,900	\$748,900
Water Fund	12,306,910	12,306,910
Wastewater Fund	24,913,490	25,389,490
Wastewater Property Management		26,100
Water Cap Fee Fund	2,650,000	2,650,000
WWTP Cap Fees Fund	3,840,853	3,840,853
Sanitation Fund	4,562,297	4,622,297
City Parking Fund	1,718,619	1,718,619
Drainage	2,121,738	2,121,738
TOTAL ENTERPRISE EXPENDITURES:	<u>\$52,772,807</u>	<u>\$53,424,907</u>
FIDUCIARY FUNDS:	\$3,276,235	\$3,276,235
CAPITAL PROJECTS FUNDS:	1,400,000	1,800,000
DEBT SERVICE FUNDS:	878,408	878,408
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$109,700,500</u>	<u>\$112,908,399</u>

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

Section 4: This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

EXECUTIVE SESSION:

MOTION: Motion by Gookin, seconded by McEvers, to enter into Executive Session pursuant to Idaho Code 74-206 (j) to consider labor contract matters authorized under section 74-206A (1)(a) and (b).

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

The City Council entered Executive Session at 7:35 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney. Council returned to regular session at 8:38 p.m.

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

The meeting adjourned at 8:38 p.m.

James Hammond, Mayor

ATTEST:

Renata McLeod
City Clerk

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

September 28, 2022

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 September 28, 2022, at 9:00 a.m., there being present the following members:

James Hammond, Mayor

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

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

EXECUTIVE SESSION: MOTION: Motion by Gookin, seconded by Evans to enter into Executive Session pursuant to Idaho Code 74-206 (j) to consider labor contract matters authorized under section 74-206A (1)(a) and (b).

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

The City Council entered Executive Session at 9:01 a.m. Those present were the Mayor, City Council, City Administrator, Human Resources Director, and City Attorney. Council returned to regular session at 10:12 a.m.

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

The meeting adjourned at 10:12 a.m.

James Hammond, Mayor

ATTEST:

Renata McLeod
City Clerk

CITY COUNCIL STAFF REPORT

DATE: October 4, 2022
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-22-09c, Thomas George, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) structure, sixty-seven (67) garage units, two (2) commercial units, sixty (60) residential unit condominium subdivision.
2. City Council approval of the Parking Agreement with Front Row Properties, LLC and Front Row Sherman, LLC. for the US Bank Building parking use

HISTORY

Applicant: Drew C. Dittman, PE
Lake City Engineering, Inc
126 E. Poplar Avenue
Coeur d'Alene, ID 83814

Location: 116 S. 3rd Street

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This Condominium Plat is a consolidated parcel of Lots 7, 8, 9, and the west 21.65 feet of lot 10, block P of the Corrected Plat of Coeur d'Alene and Kings Addition located in Coeur d'Alene, into a one (1) structure, sixty-seven (67) garage units, two (2) commercial units, sixty (60) residential unit condominium plat. All infrastructure improvements were addressed during the pre-construction phase of the residential units on the subject property and are ready for final plat approval.

The Planning Department required a Parking Agreement between Front Row Properties, LLC and Front Row Sherman, LLC. for the US Bank Building parking use to ensure compliance with the approved project and the City's parking requirements in the Downtown Core. The Community Planning Director and City Attorney have reviewed and approved the parking agreement, which will be recorded and tied to the building permit and CC&Rs for the Thomas George project.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°45'45" AND A CAF OF 1.00009296 WAS CALCULATED AT THE MEANDER CORNER OF SECTION 13.

NOTE

- THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.
- ANY AREA NOT SPECIFICALLY DESIGNATED AS A UNIT OR LIMITED COMMON AREA IS CONSIDERED TO BE COMMON AREA.
- INFORMATION SHOWN HEREON IS BASED ON ARCHITECTURAL DRAWINGS AND HAS BEEN VERIFIED TO THE EXTENT POSSIBLE. REFERENCE IS HEREBY MADE TO THE THOMAS GEORGE ARCHITECTURAL DRAWINGS AND CONDOMINIUM DECLARATION & COVENANTS, CODES AND RESTRICTIONS FOR THE THOMAS GEORGE.

REFERENCE DOCUMENTS

- (R-1) UNRECORDED SURVEY PREPARED BY RAY H. KINDLER PLS 650, JULY 9, 1965.
- (R-2) UNRECORDED SURVEY PREPARED BY FREDRICK A. MECKEL PLS 704, MAY 5, 1971.
- (R-3) UNRECORDED SURVEY PREPARED BY JAMES P. MECKEL PLS 3451, OCTOBER 23, 1983.
- (R-4) RECORD OF SURVEY PREPARED BY LE PARD & FRAME, INC. AND FILED AT BOOK 4 OF SURVEYS, PAGE 139, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) UNRECORDED MAP PREPARED BY J-U-B ENGINEERS, INC., AUGUST 1988.
- (R-6) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 9 OF SURVEYS, PAGE 114, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING AND SURVEYING AND FILED AT BOOK 12 OF SURVEYS, PAGE 52, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-8) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING AND SURVEYING AND FILED AT BOOK 16 OF SURVEYS, PAGE 4, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-9) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 18 OF SURVEYS, PAGE 495, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-10) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 22 OF SURVEYS, PAGE 478, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-11) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING & SURVEYING AND FILED AT BOOK 24 OF SURVEYS, PAGE 117, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-12) RECORD OF SURVEY PREPARED BY NORTH ENGINEERING, PLLC, AND FILED AT BOOK 26 OF SURVEYS, PAGE 297, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-13) RECORD OF SURVEY PREPARED BY NORTH ENGINEERING, P.L.L.C., AND FILED AT BOOK 27 OF SURVEYS, PAGE 141, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-14) RECORD OF SURVEY PREPARED BY WELCH-COMER ENGINEERS SURVEYORS AND FILED AT BOOK 28 OF SURVEYS, PAGE 149, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-15) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 28 OF SURVEYS, PAGE 200, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-16) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, INC., AND FILED AT BOOK 28 OF SURVEYS, PAGE 328, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-17) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC., AND FILED AT BOOK 31 OF SURVEYS, PAGE 782, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE AND KING'S ADDITION, THERETO FILED AT BOOK "C" OF DEEDS, PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- ▣ FOUND "4" IN CONCRETE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 832"
- ⊕ FOUND CONCRETE NAIL AND WASHER MARKED "PLS 13419"
- FOUND 2.5" BRASS CAP
- ⊙ FOUND 2.5" ALUMINUM CAP MARKED "PLS 12463"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- (M) MEASURED
- BOUNDARY LINE
- - - ORIGINAL LOT LINE
- · - ADJACENT LOT LINE
- CENTER LINE



WAYNE A. LOCKMAN
LICENSED LAND SURVEYOR
STATE OF IDAHO
20549

LAKE CITY ENGINEERING
126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230

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SCALE: 1" = 40'
DATE: 09/23/2022
JOB NO: LCE 21-045

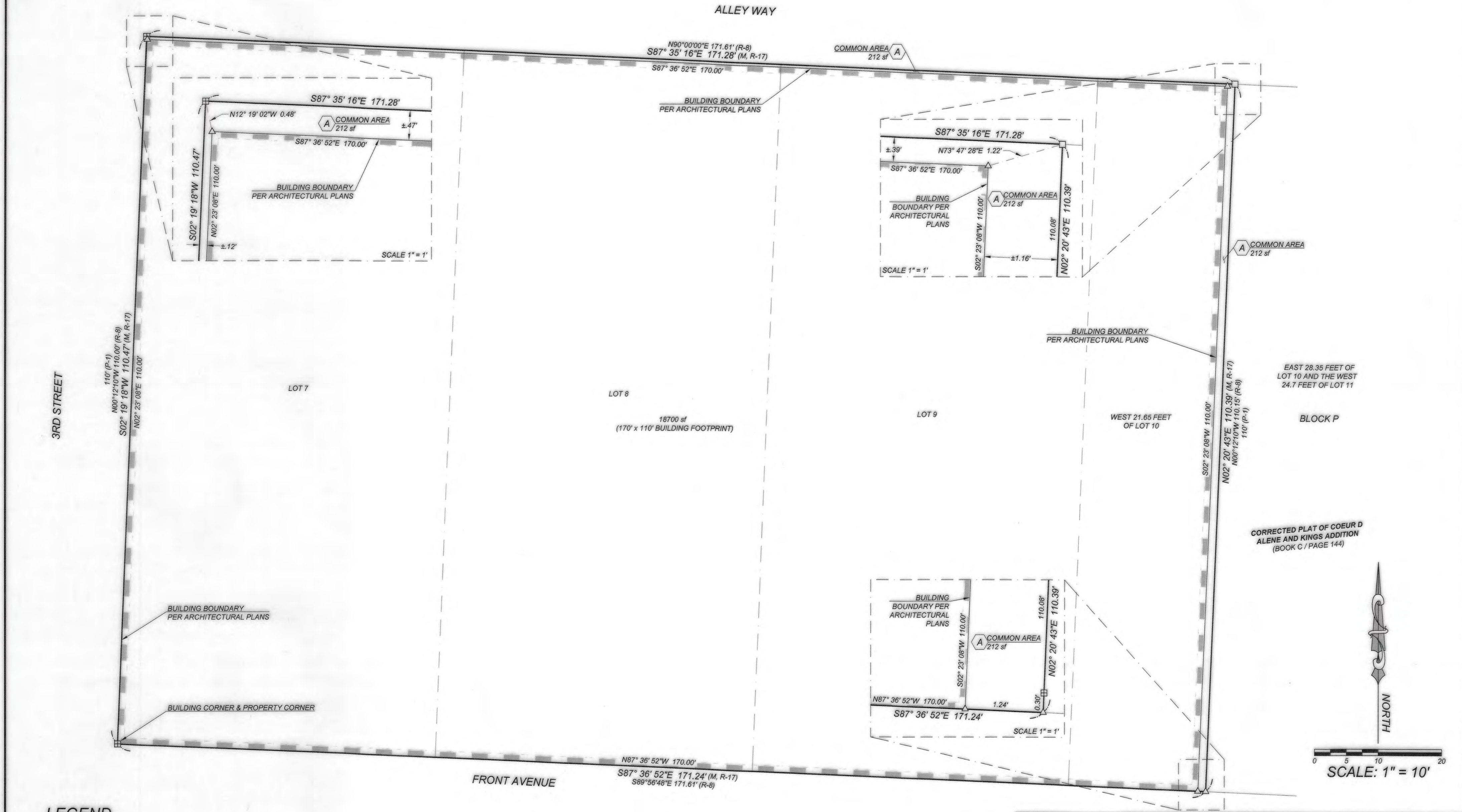
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THOMAS GEORGE

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BOOK: _____ PAGE: _____
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LEGEND

- ▣ FOUND "x" IN CONCRETE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 832"
- ◆ FOUND CONCRETE NAIL AND WASHER MARKED "PLS 13419"
- FOUND 2.5" BRASS CAP
- ⊙ FOUND 2.5" ALUMINUM CAP MARKED "PLS 12463"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- (M) MEASURED

AREA OF OWNERSHIP

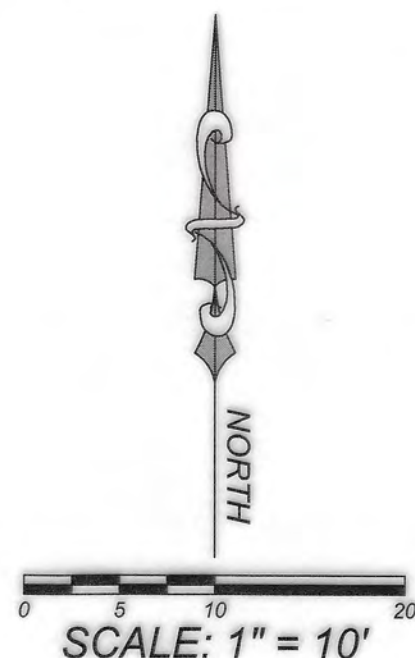
- (A) COMMON AREA
- (B) LIMITED COMMON AREA
- (C) LIMITED COMMON AREA (NON ACCESSIBLE)



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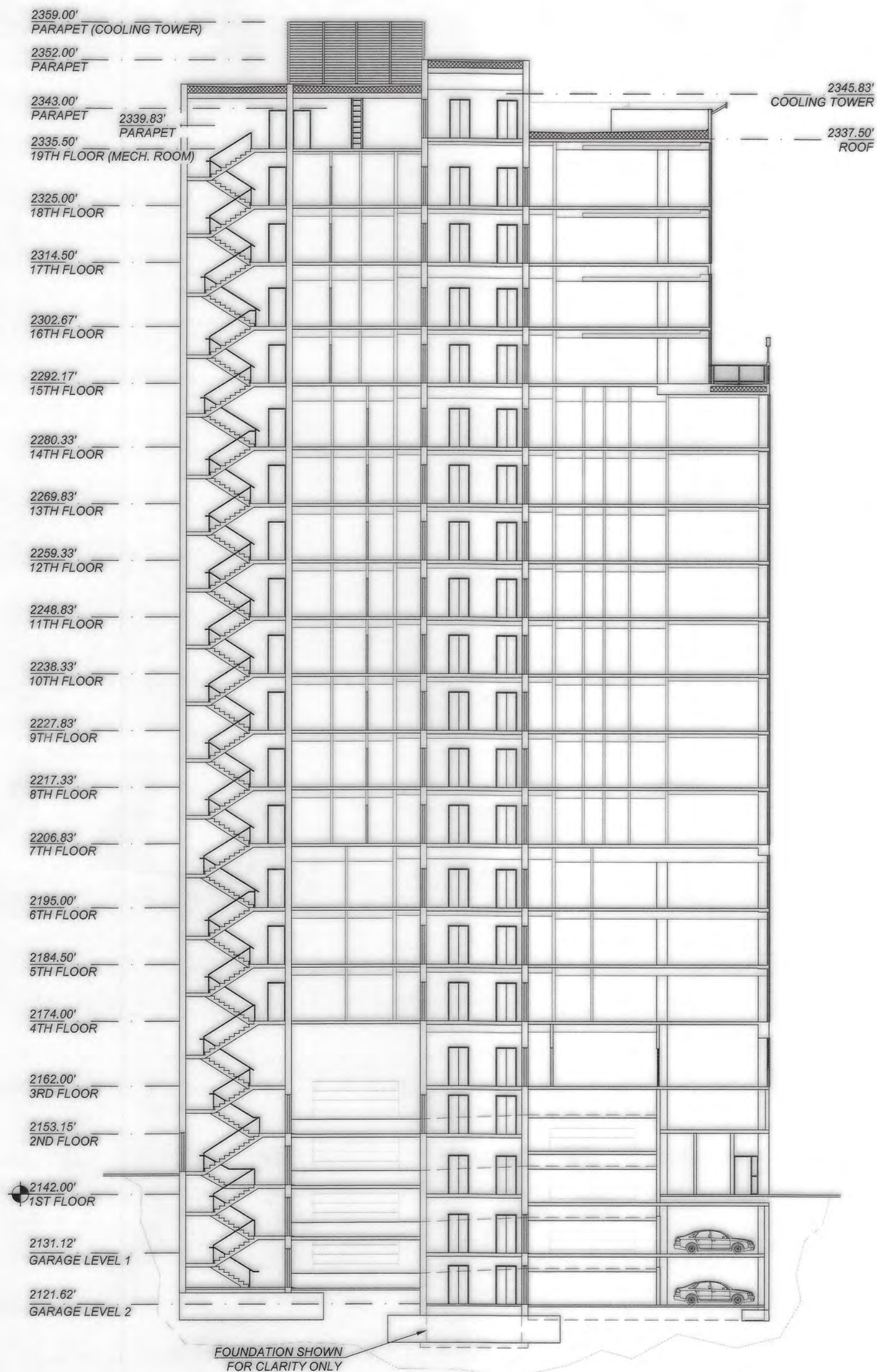


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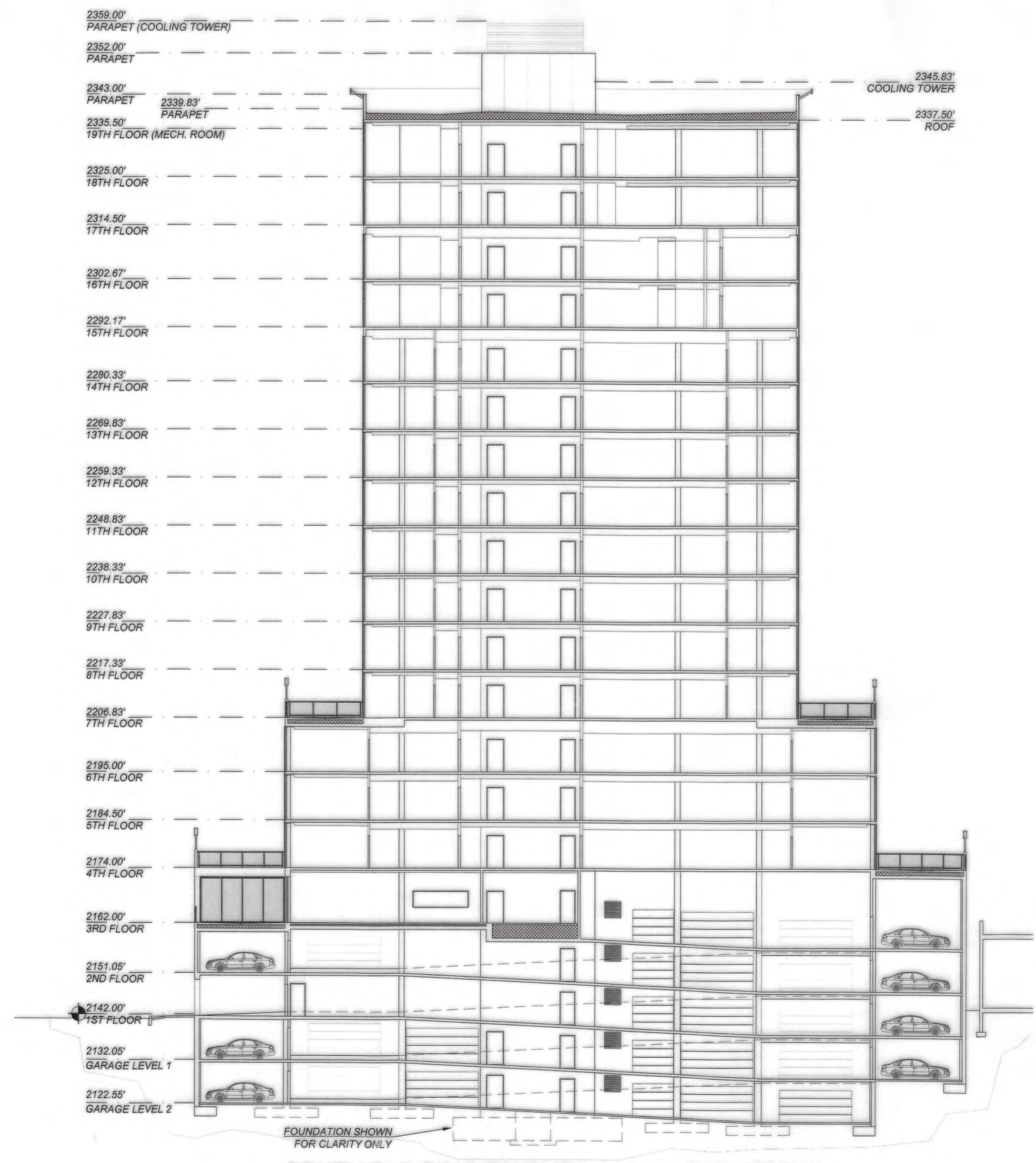
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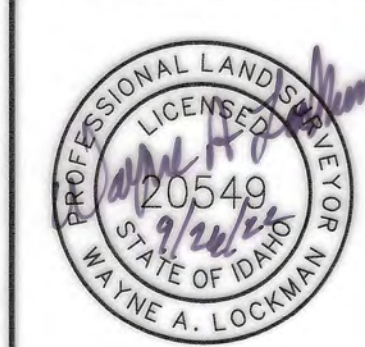
WEST BUILDING FINISHED FLOOR ELEVATIONS



SOUTH BUILDING FINISHED FLOOR ELEVATIONS

NOTES

- VERTICAL DATUM IS NGVD-29. (CITY OF COEUR D'ALENE VERTICAL DATUM)
- CITY OF COEUR D'ALENE BENCH MARK B-8; R.R. SPIKE IN LIGHT POLE AT THE NORTHEAST RETURN OF 9th STREET AND MULLAN AVENUE.
- FLOOR ELEVATIONS PROVIDED ARE FINISHED FLOOR ELEVATIONS, BASED ON ARCHITECTURAL DESIGN.



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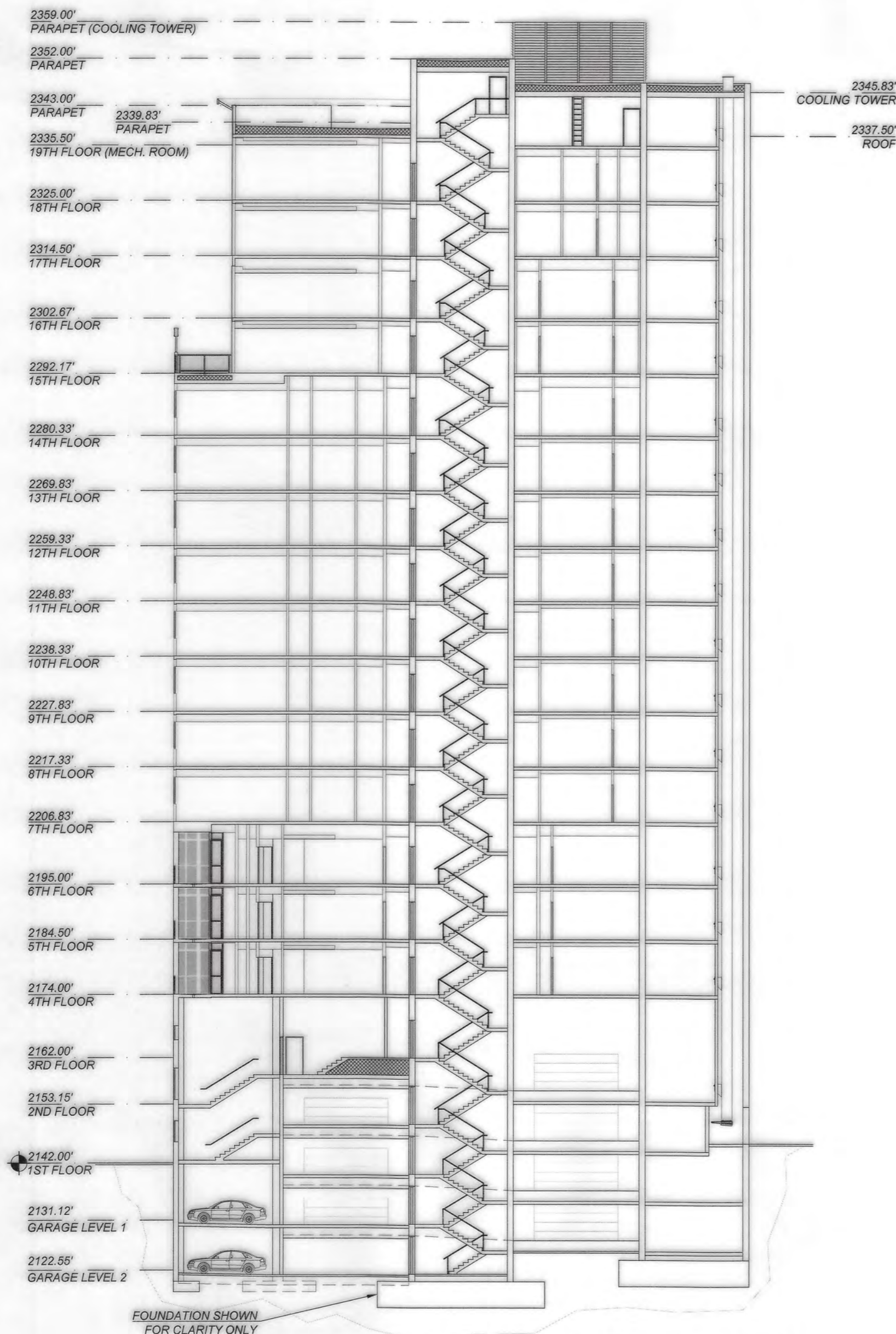
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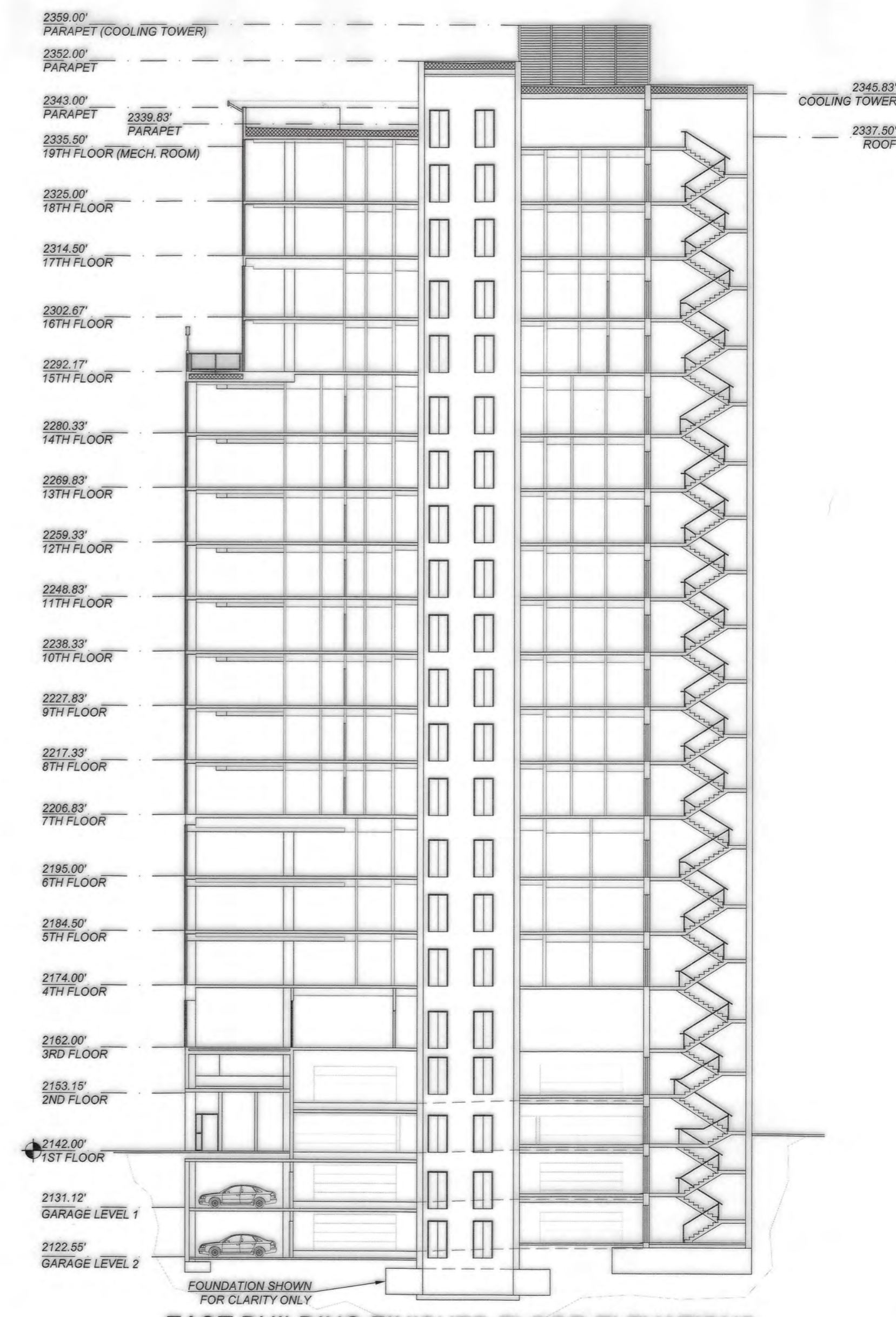
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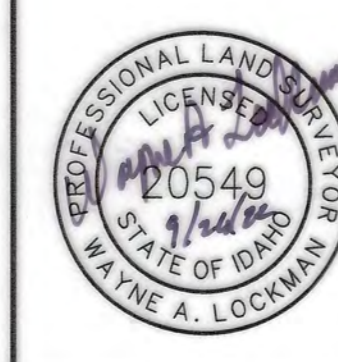
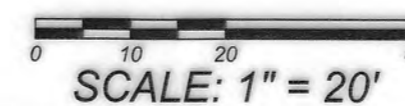
NORTH BUILDING FINISHED FLOOR ELEVATIONS



EAST BUILDING FINISHED FLOOR ELEVATIONS

NOTES

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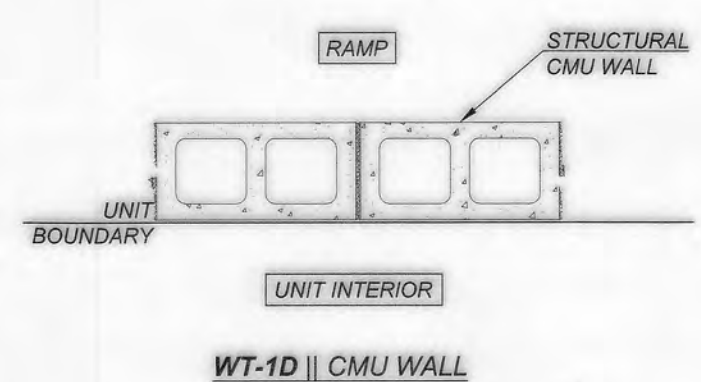
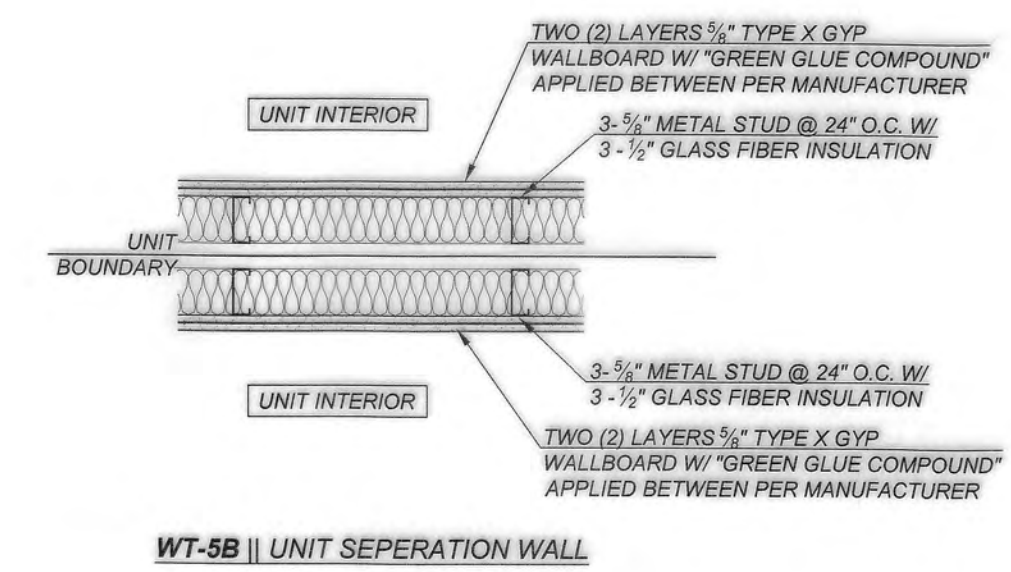
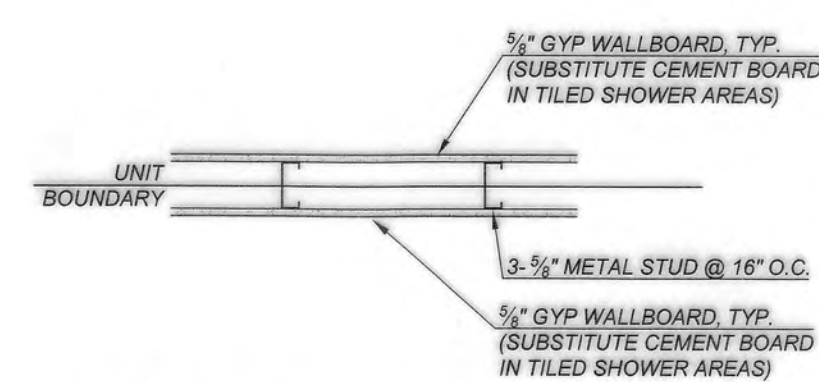
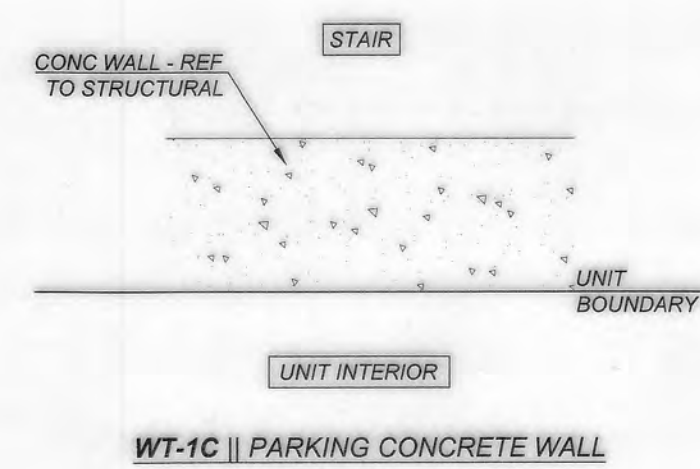
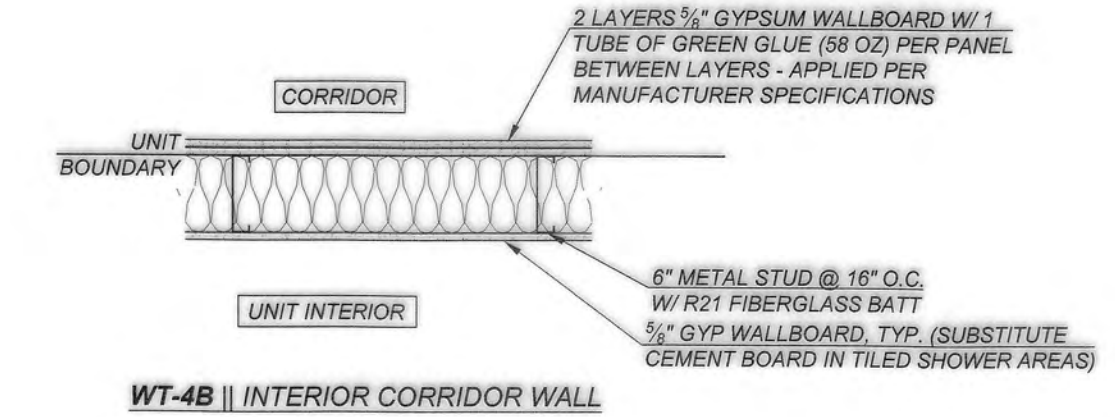
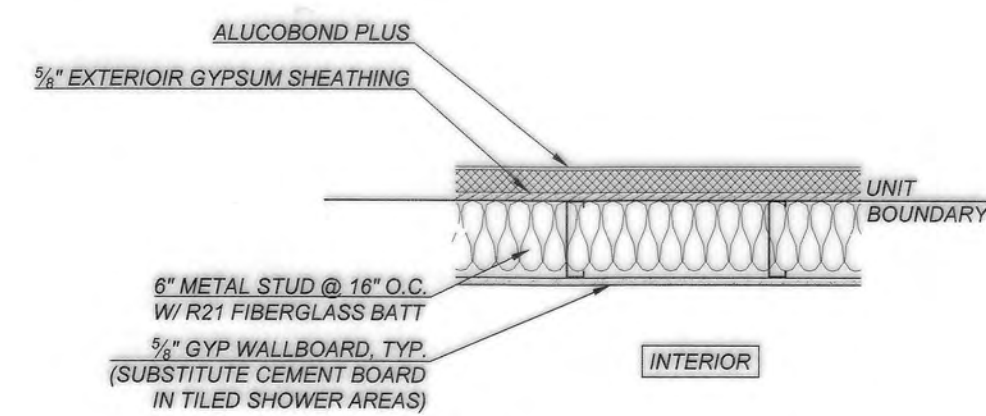
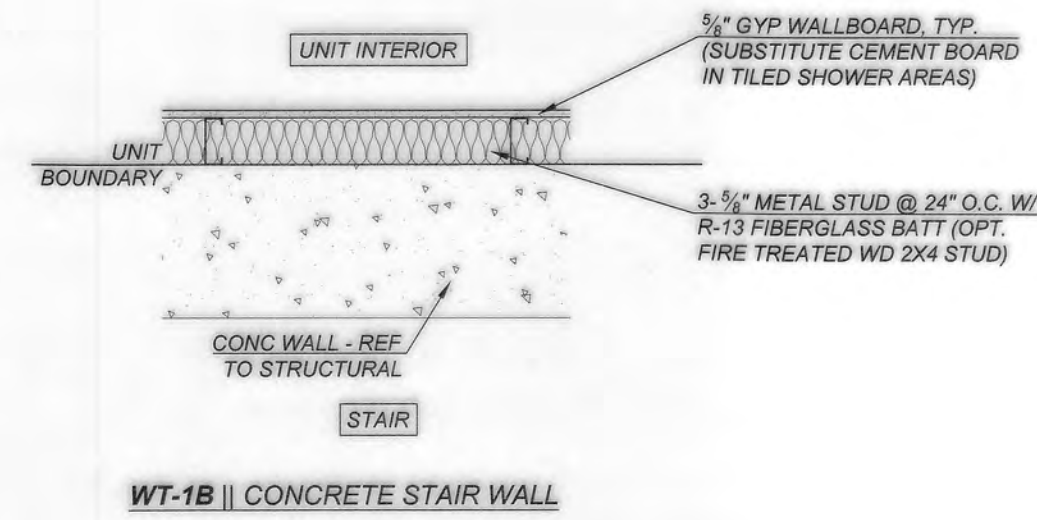
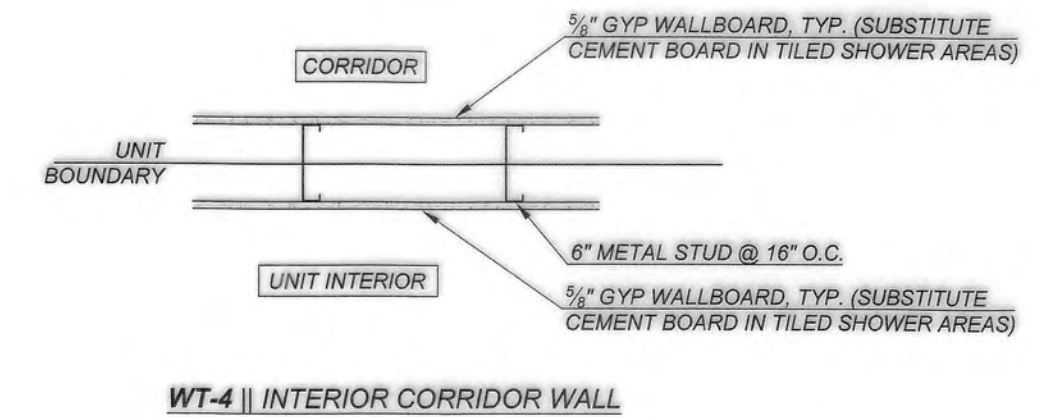
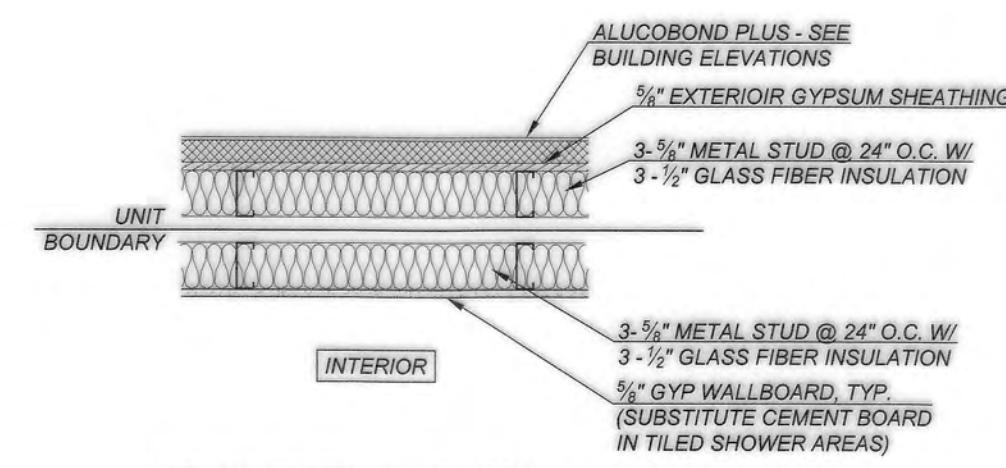
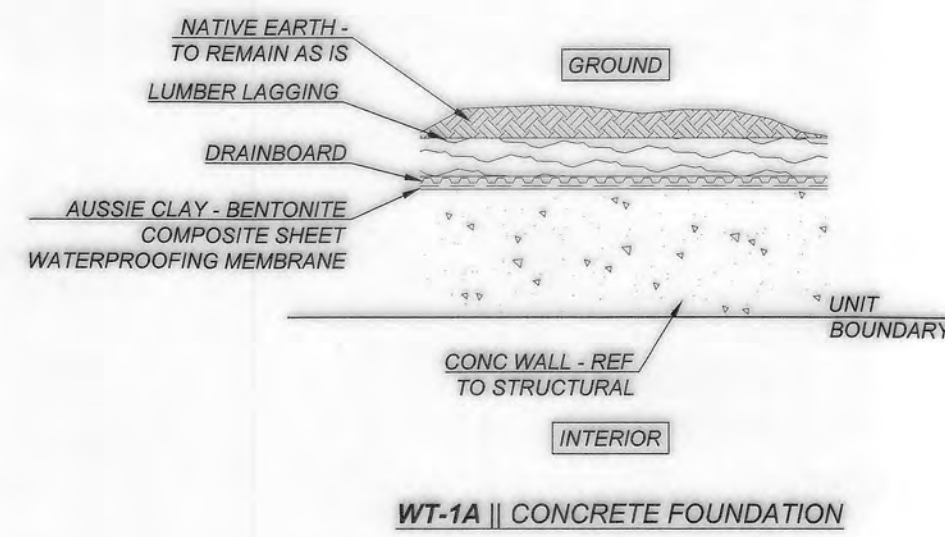
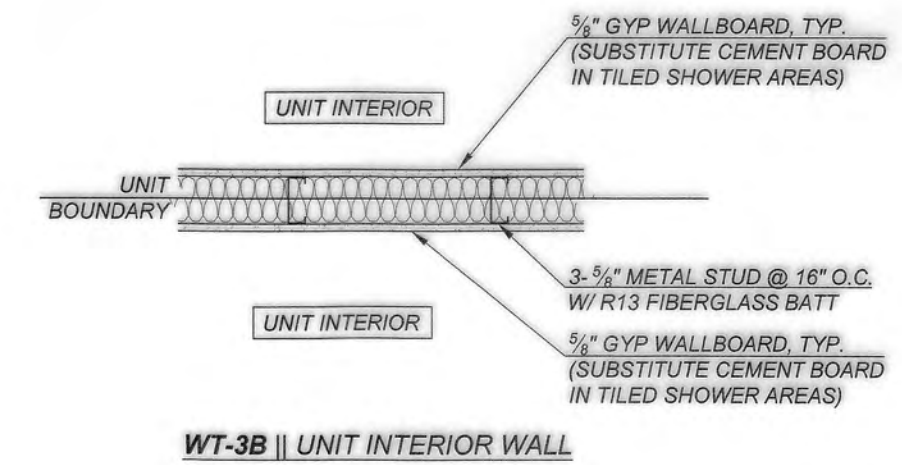
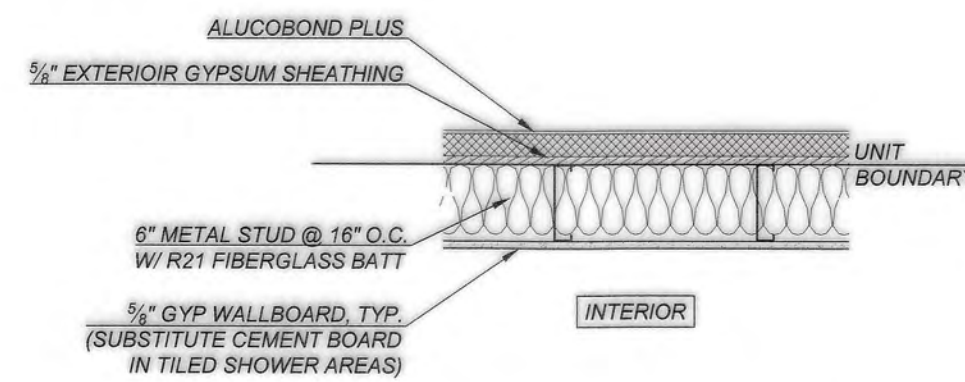
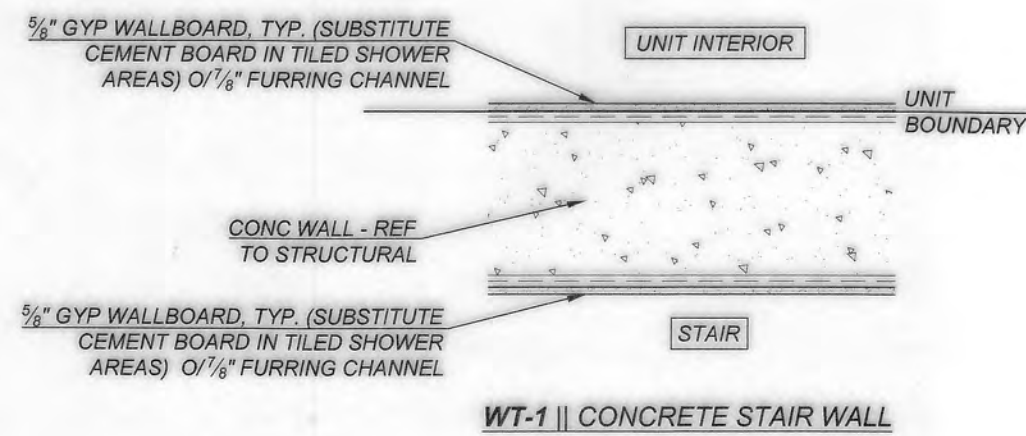
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INSTRUMENT No. _____



NOTE:
WALL DETAILS AND LOCATIONS SHOWN HEREON ARE BASED ON ARCHITECTURAL DRAWINGS AND INFORMATION SUPPLIED BY THE ARCHITECT. REFERENCE IS MADE TO THE CONDOMINIUM DECLARATION FOR UNIT BOUNDARY DESCRIPTIONS.



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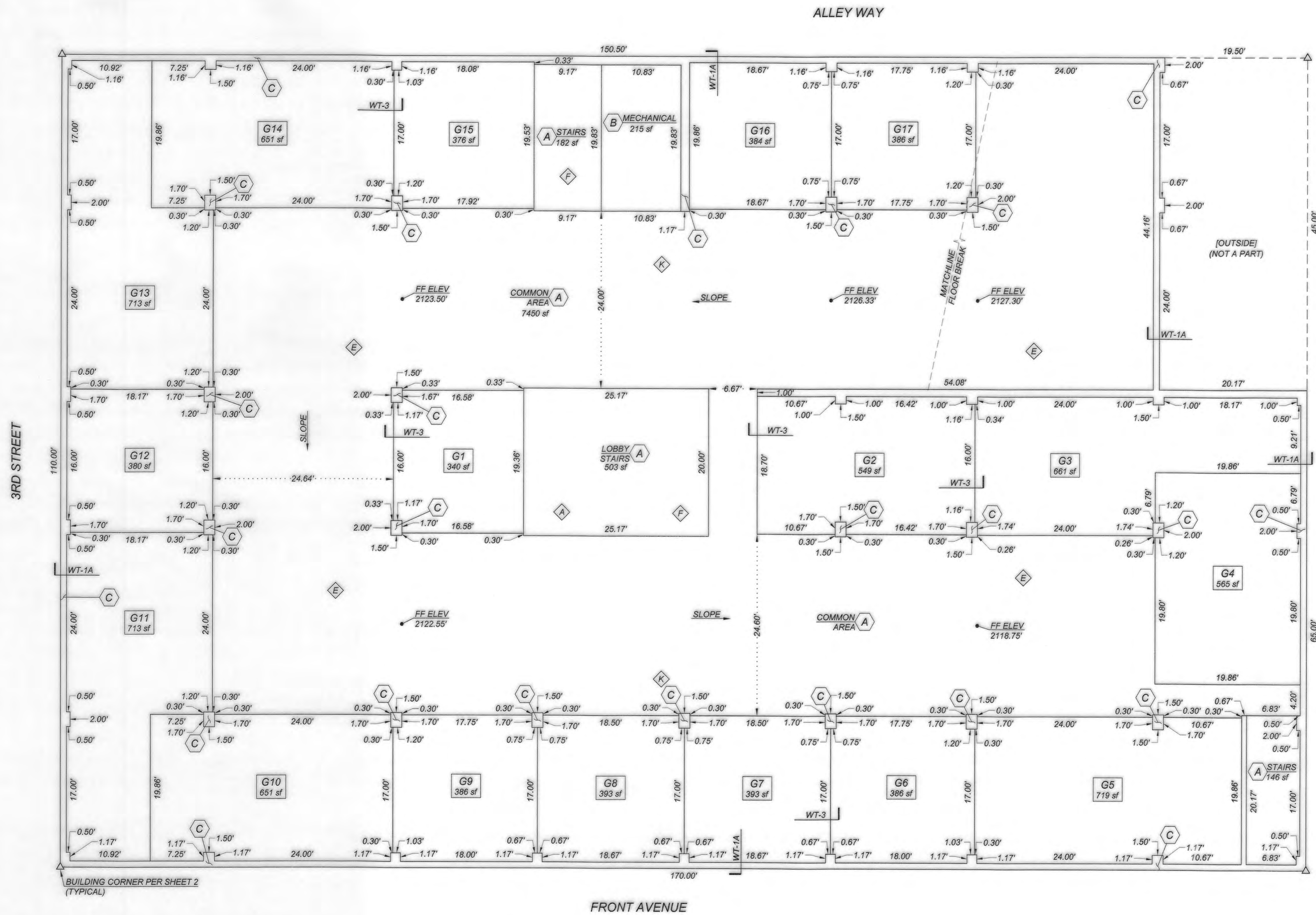
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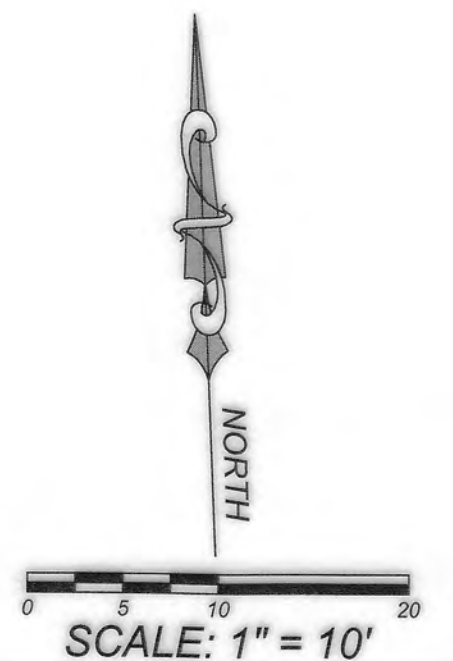
INSTRUMENT No. _____



TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND	
	UNIT BOUNDARY
	BUILDING ENVELOPE
	TERRACE/BALCONY BOUNDARY



GARAGE LEVEL 2

FINISH FLOOR ELEVATION = VARIES
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

- COMMON AREA
- LIMITED COMMON AREA
- LIMITED COMMON AREA (NON ACCESSIBLE)



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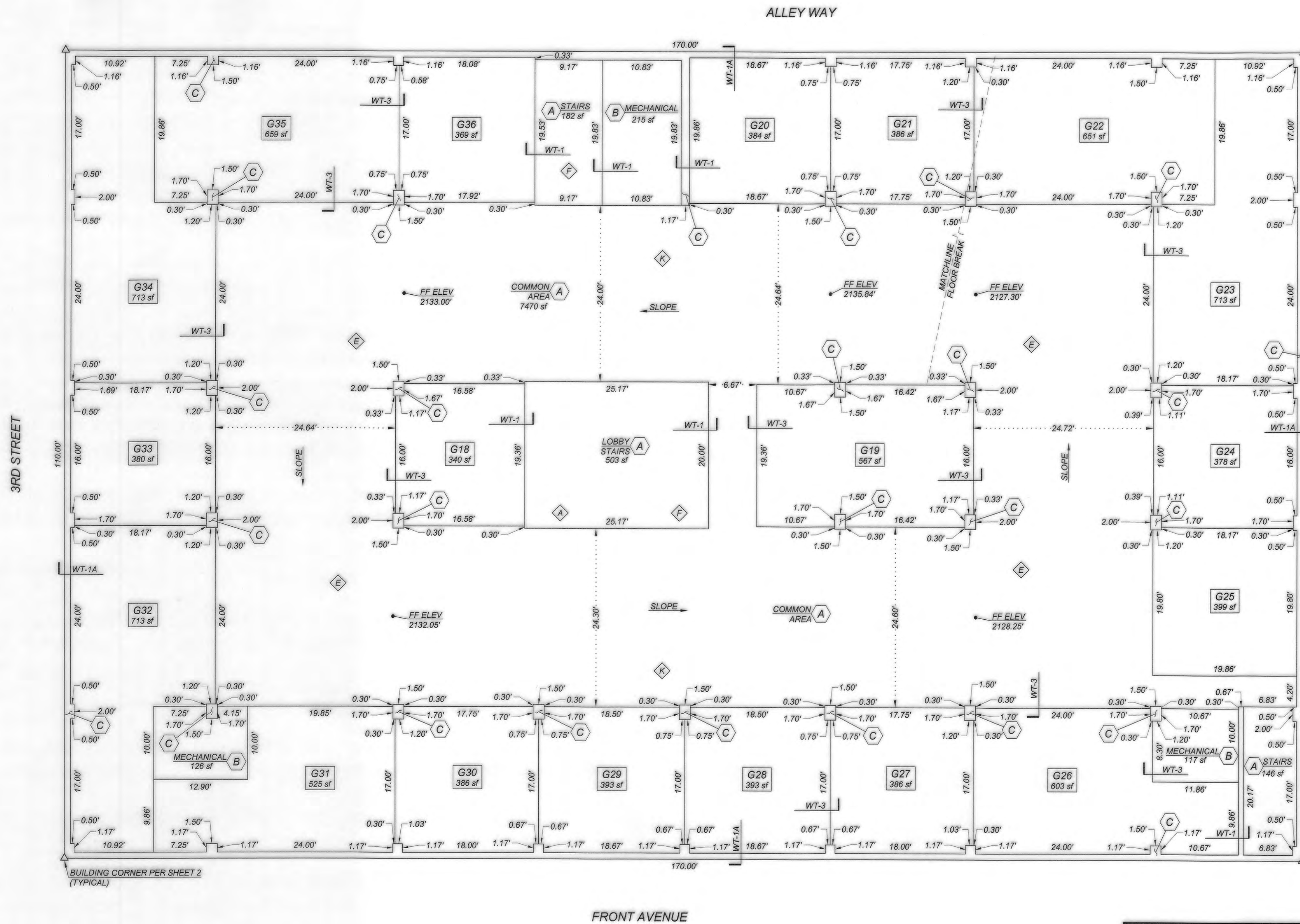
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CEILING SCHEDULE		
TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
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Q	SUSP. WD. PANELS	8'-6"
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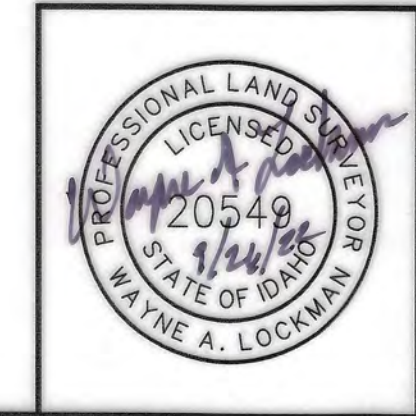
*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND	
	UNIT BOUNDARY
	BUILDING ENVELOPE
	TERRACE/BALCONY BOUNDARY



GARAGE LEVEL 1
FINISH FLOOR ELEVATION = VARIES
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP
A COMMON AREA
B LIMITED COMMON AREA
C LIMITED COMMON AREA (NON ACCESSIBLE)

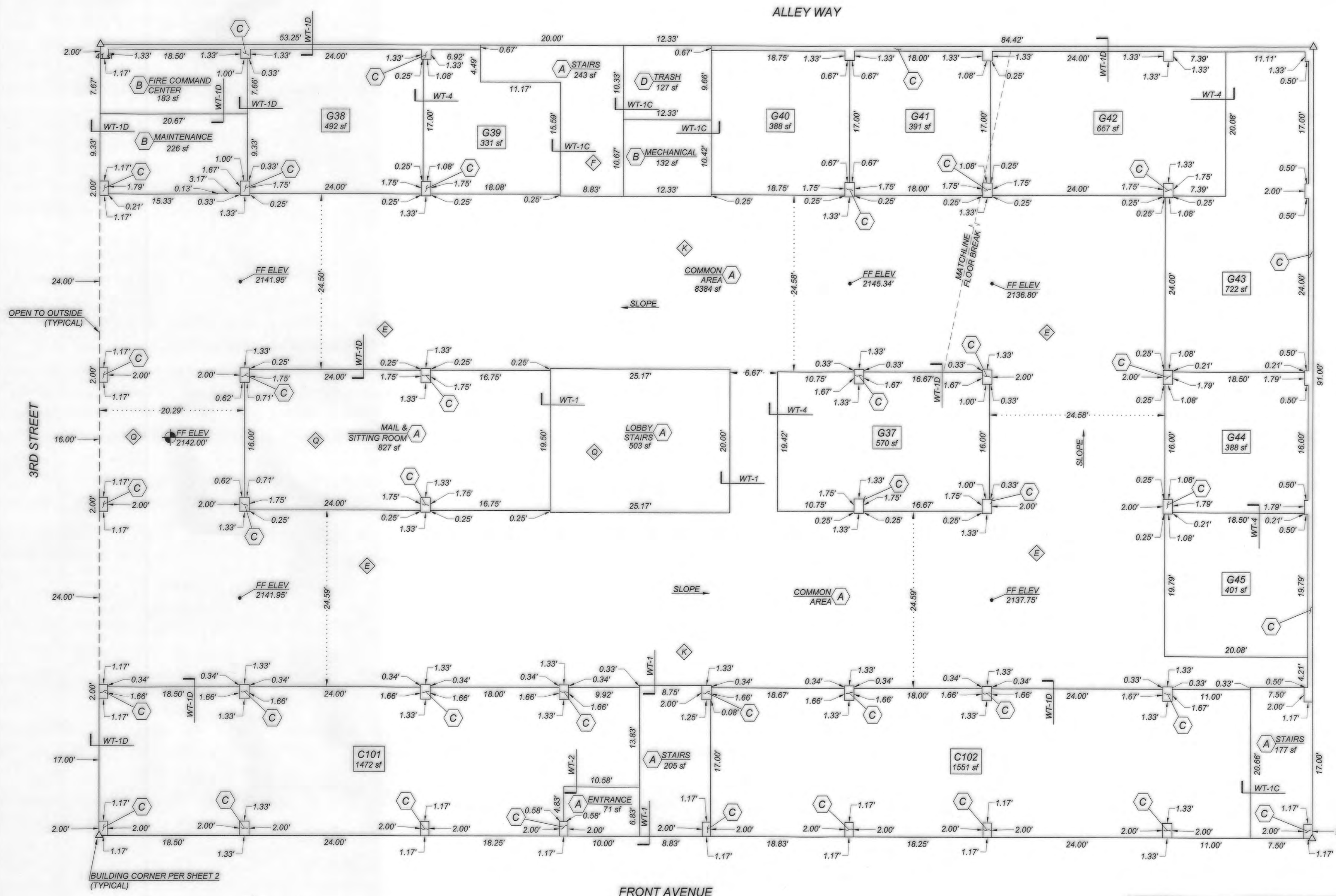


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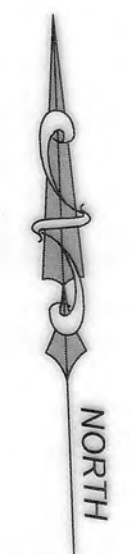


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N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/ DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

1st FLOOR

FINISH FLOOR ELEVATION = VARIES
(2142.00' IS BASE ELEVATION FOR 1st FLOOR)
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

- A COMMON AREA
- B LIMITED COMMON AREA
- C LIMITED COMMON AREA (NON ACCESSIBLE)
- D REFUSE DISPOSAL COMMON AREA



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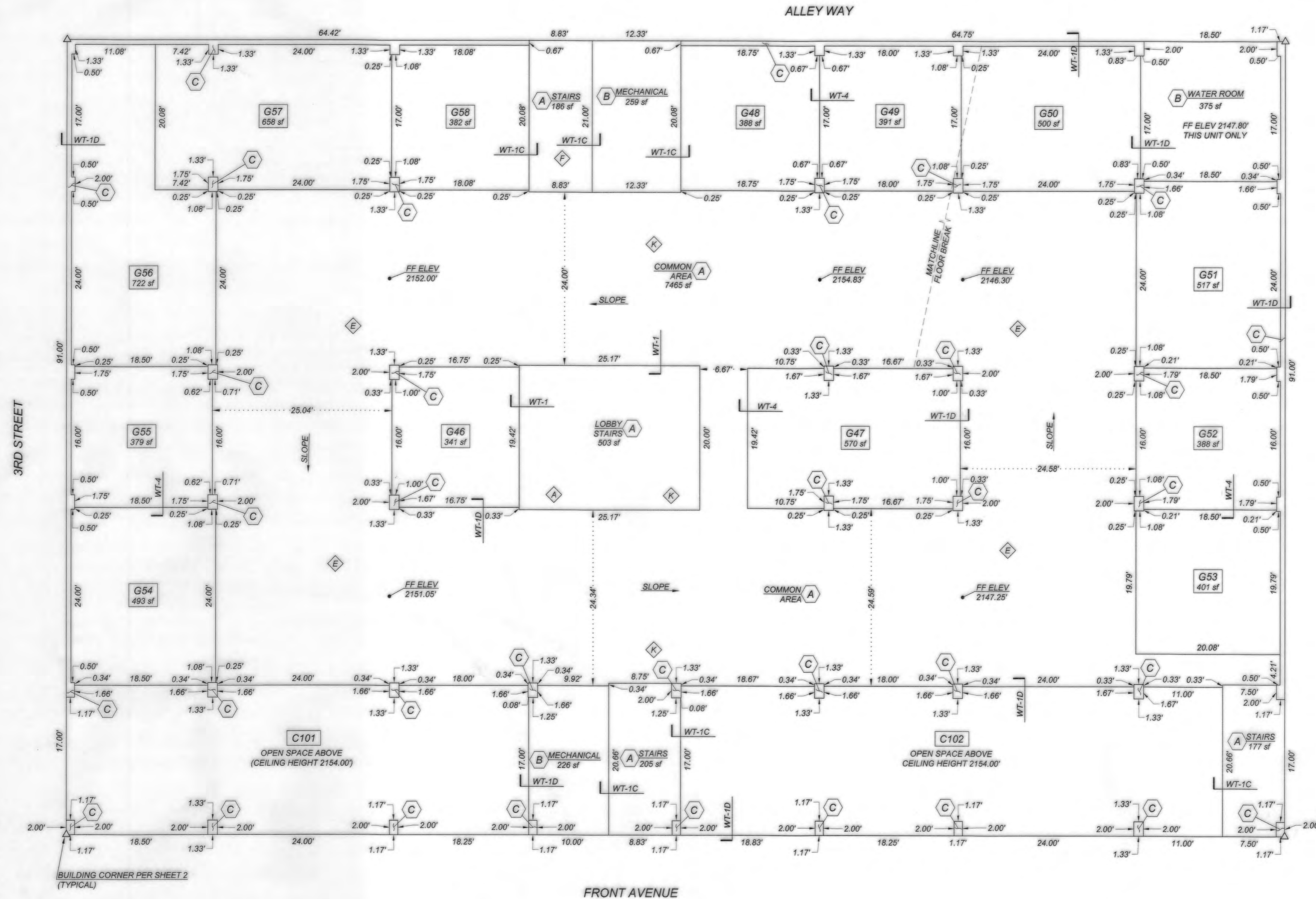
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23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

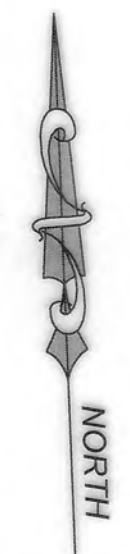


TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

2nd FLOOR

FINISH FLOOR ELEVATION = VARIES
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

- A COMMON AREA
- B LIMITED COMMON AREA
- C LIMITED COMMON AREA (NON ACCESSIBLE)



CHECKED BY:	DES/WAL
DRAFTED BY:	WAL/SMA
SCALE:	1" = 10'
DATE:	09/23/2022
JOB NO.:	LCE 21-045

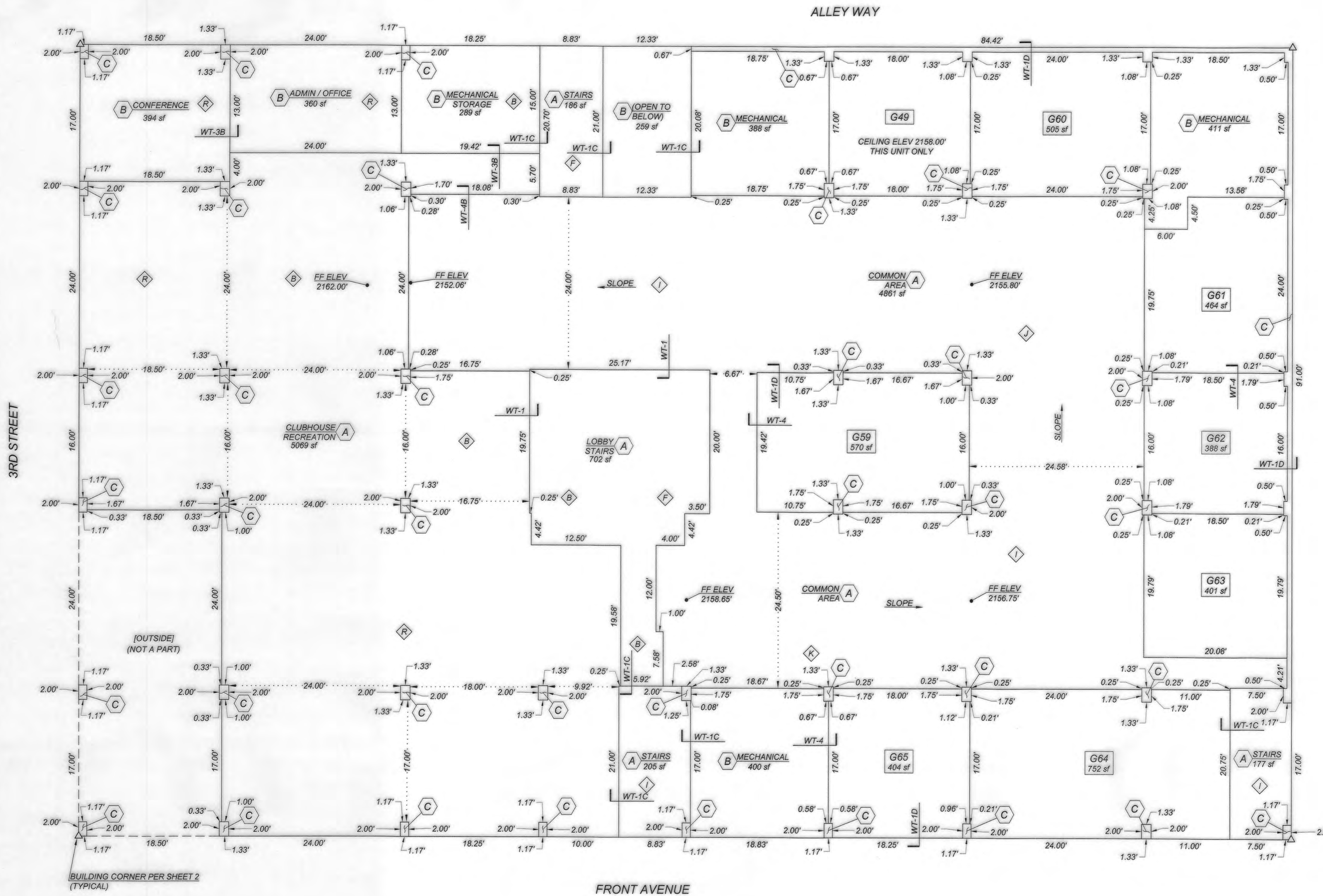
9

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

3rd FLOOR

GARAGE FINISH FLOOR ELEVATION = VARIES
CLUBHOUSE AREA FINISH FLOOR ELEVATION = 2162.00'
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

- A COMMON AREA
- B LIMITED COMMON AREA
- C LIMITED COMMON AREA (NON ACCESSIBLE)



LAKE CITY ENGINEERING

126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230

CHECKED BY:	DES/WAL
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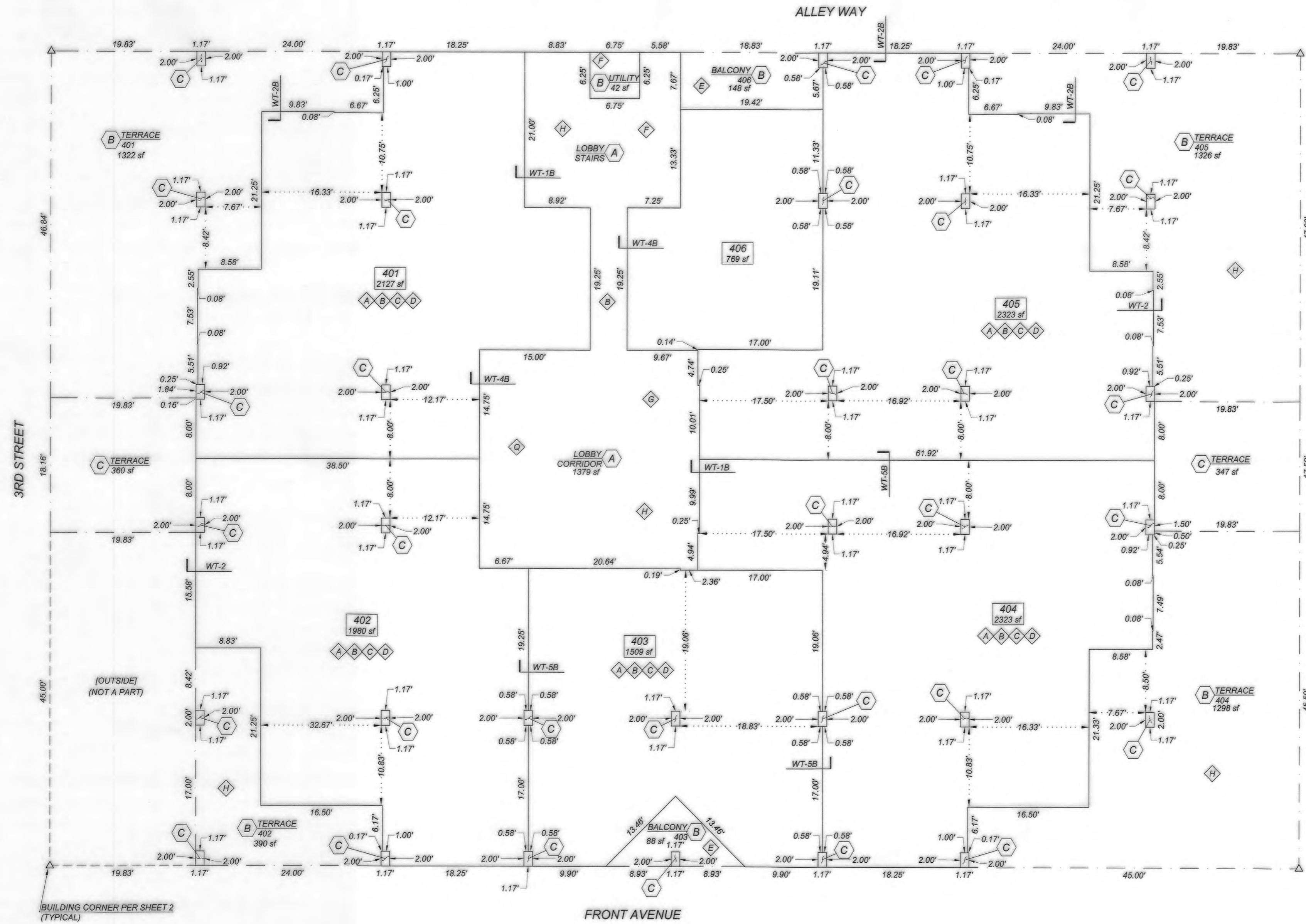
10

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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TAG	DESCRIPTION	HEIGHT
A	GWB	8'-8"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- - - - BUILDING ENVELOPE
- - - - TERRACE/BALCONY BOUNDARY

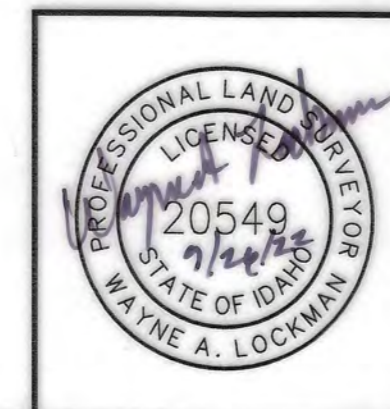
4th FLOOR

- FINISH FLOOR ELEVATION = 2174.00'
- CEILING HEIGHT ELEVATION = 2182.50' A
- CEILING HEIGHT ELEVATION = 2183.00' B
- CEILING HEIGHT ELEVATION = 2183.25' C
- CEILING HEIGHT ELEVATION = 2183.75' D

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

- A COMMON AREA
- B LIMITED COMMON AREA
- C LIMITED COMMON AREA (NON ACCESSIBLE)



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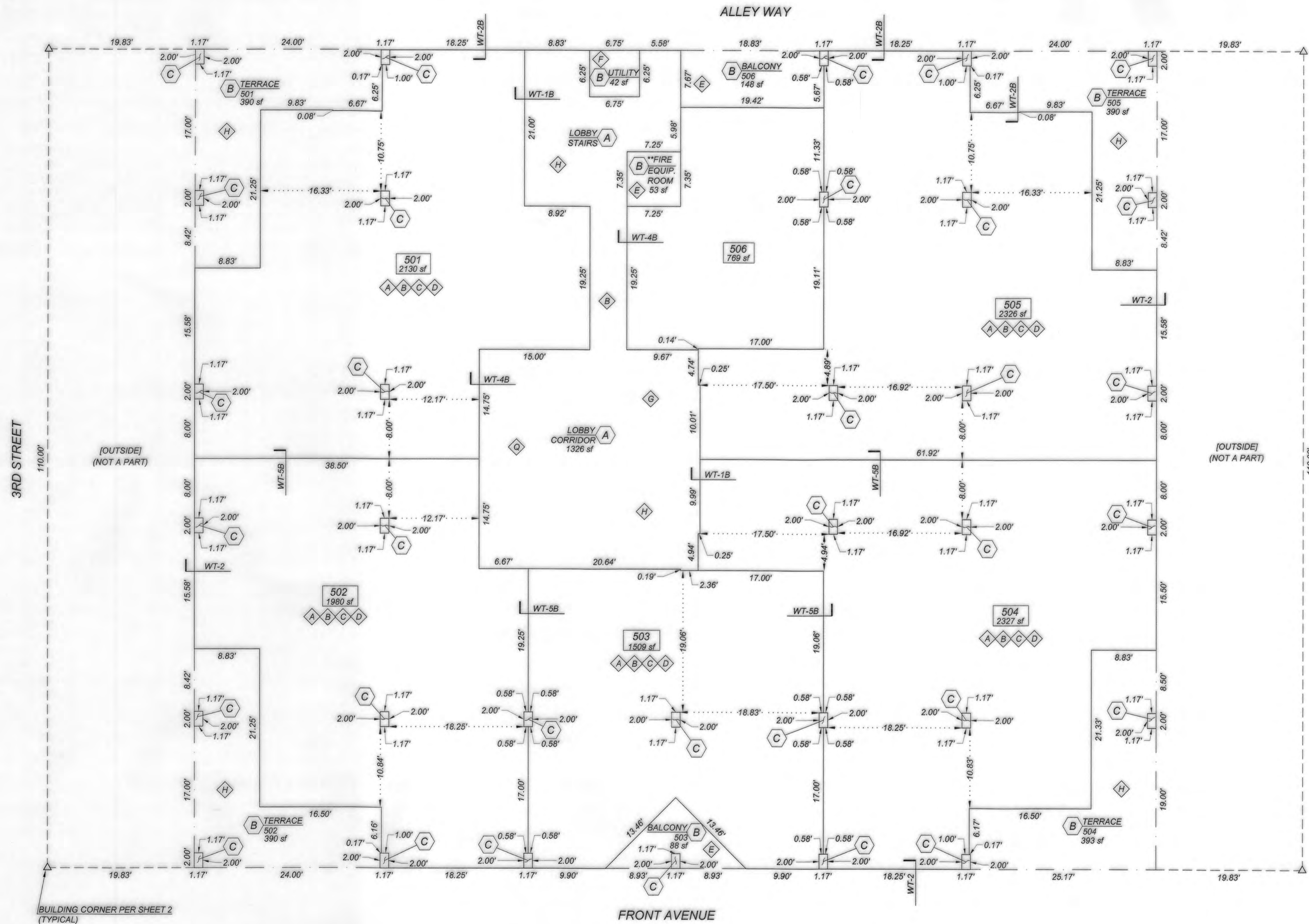
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23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____



CEILING SCHEDULE		
TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- - - - BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY
- **FIRE EQUIP. ROOM FIRE EQUIPMENT ROOM



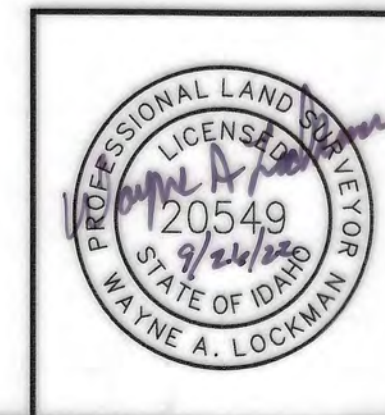
5th FLOOR

- FINISH FLOOR ELEVATION = 2184.50'
- CEILING HEIGHT ELEVATION = 2193.00' **A**
- CEILING HEIGHT ELEVATION = 2193.50' **B**
- CEILING HEIGHT ELEVATION = 2193.75' **C**
- CEILING HEIGHT ELEVATION = 2194.25' **D**

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

- A** COMMON AREA
- B** LIMITED COMMON AREA
- C** LIMITED COMMON AREA (NON ACCESSIBLE)



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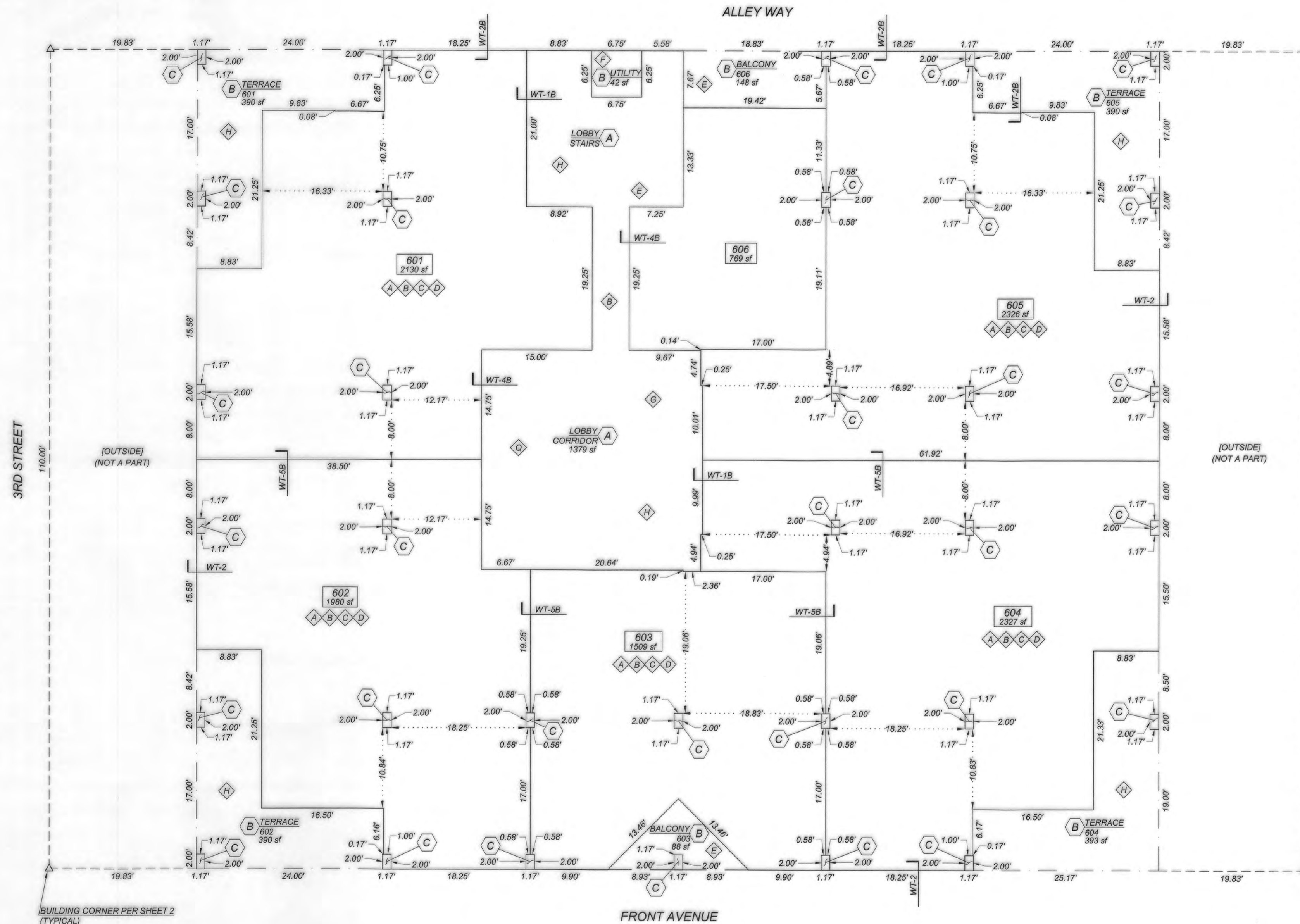
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23

THOMAS GEORGE

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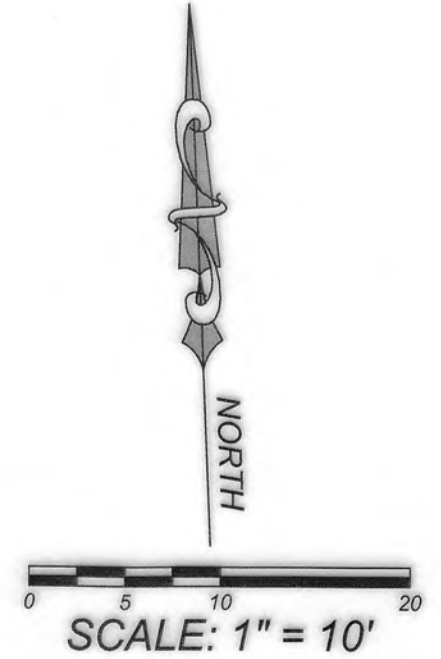
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A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
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G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
R	SUSP. WD. PANELS	8'-6"
S	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

- LEGEND**
- UNIT BOUNDARY
 - - - BUILDING ENVELOPE
 - - - TERRACE/BALCONY BOUNDARY



6th FLOOR

- FINISH FLOOR ELEVATION = 2195.00'
- CEILING HEIGHT ELEVATION = 2203.50' **A**
- CEILING HEIGHT ELEVATION = 2204.00' **B**
- CEILING HEIGHT ELEVATION = 2204.25' **C**
- CEILING HEIGHT ELEVATION = 2204.75' **D**

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

- A** COMMON AREA
- B** LIMITED COMMON AREA
- C** LIMITED COMMON AREA (NON ACCESSIBLE)



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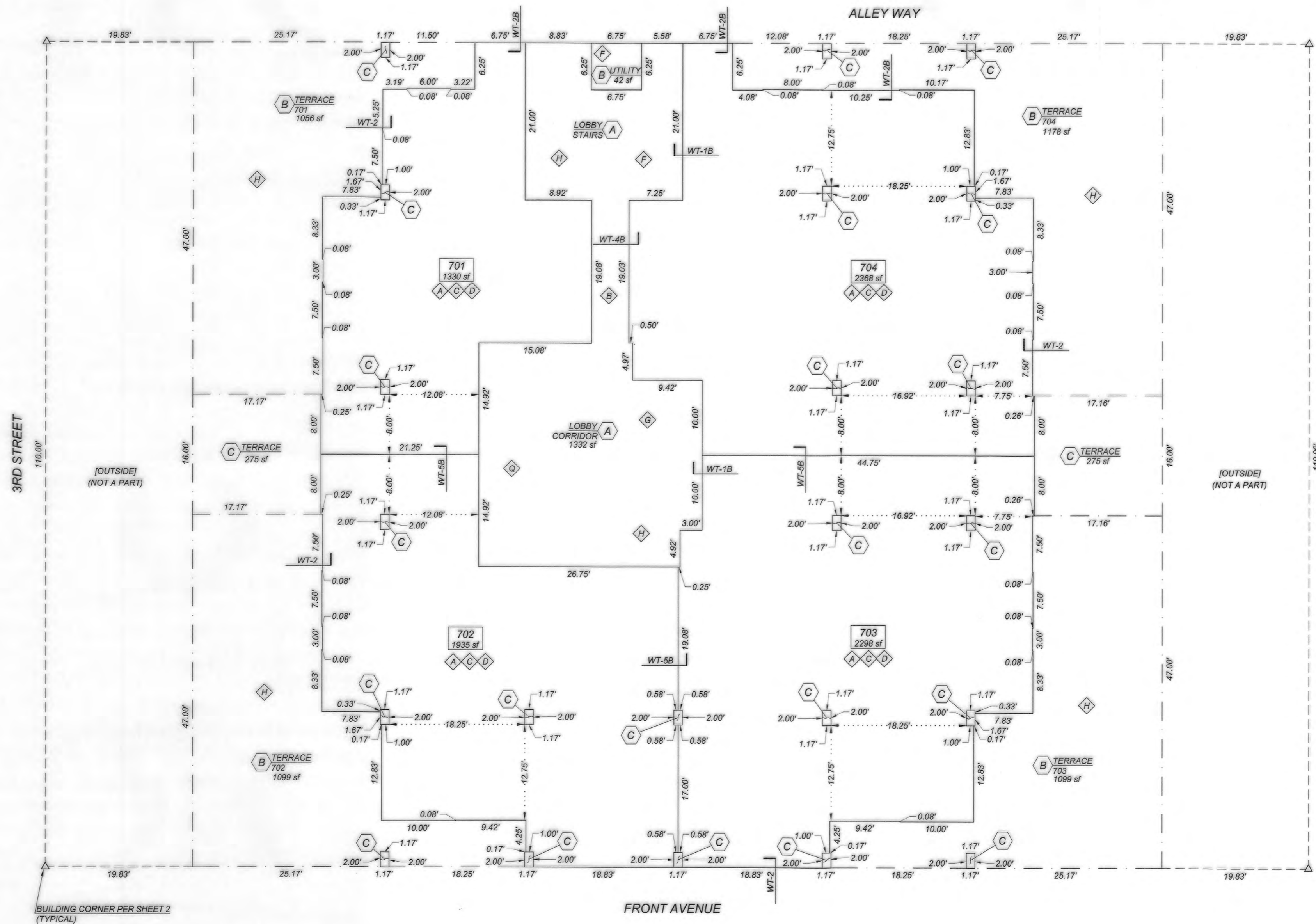
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23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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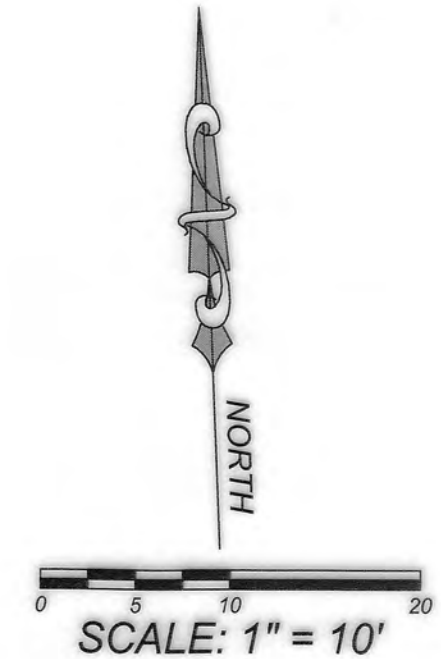


TAG	DESCRIPTION	HEIGHT
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B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



7th FLOOR

- FINISH FLOOR ELEVATION = 2206.83'
- CEILING HEIGHT ELEVATION = 2215.33' **A**
- CEILING HEIGHT ELEVATION = 2216.08' **C**
- CEILING HEIGHT ELEVATION = 2216.58' **D**

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

- A** COMMON AREA
- B** LIMITED COMMON AREA
- C** LIMITED COMMON AREA (NON ACCESSIBLE)



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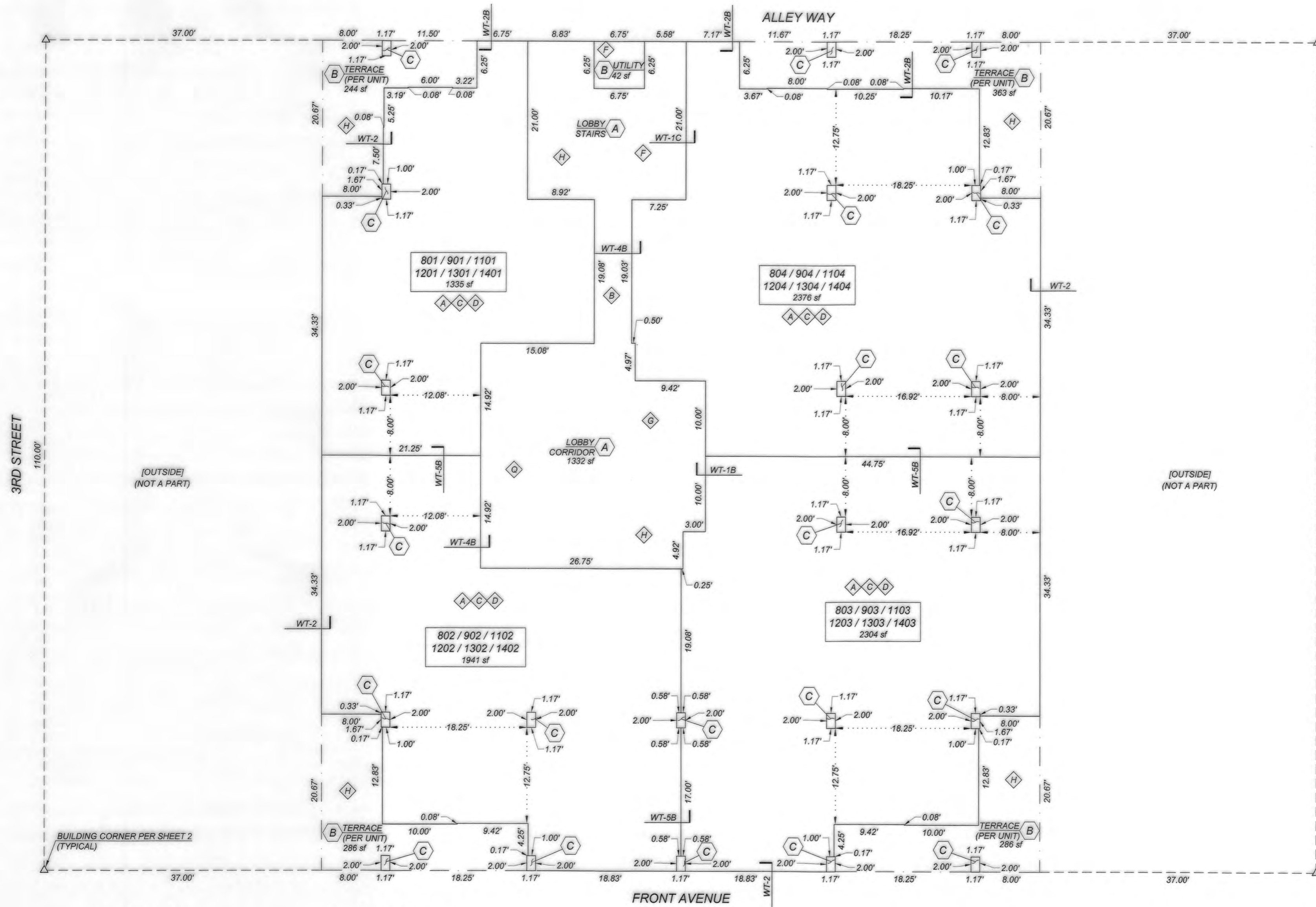
14

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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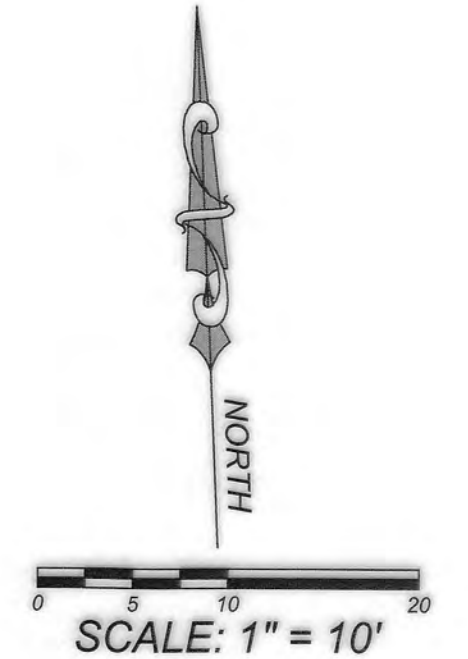


CEILING SCHEDULE		
TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
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H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

- AREA OF OWNERSHIP**
- A COMMON AREA
 - B LIMITED COMMON AREA
 - C LIMITED COMMON AREA (NON ACCESSIBLE)

- LEGEND**
- UNIT BOUNDARY
 - - - BUILDING ENVELOPE
 - - - TERRACE/BALCONY BOUNDARY



8th FLOOR
FINISH FLOOR ELEVATION = 2217.33'
CEILING HEIGHT ELEVATION = 2225.83' A
CEILING HEIGHT ELEVATION = 2226.58' C
CEILING HEIGHT ELEVATION = 2227.08' D

9th FLOOR
FINISH FLOOR ELEVATION = 2227.83'
CEILING HEIGHT ELEVATION = 2236.33' A
CEILING HEIGHT ELEVATION = 2237.08' C
CEILING HEIGHT ELEVATION = 2237.58' D

11th FLOOR
FINISH FLOOR ELEVATION = 2248.83'
CEILING HEIGHT ELEVATION = 2257.33' A
CEILING HEIGHT ELEVATION = 2258.08' C
CEILING HEIGHT ELEVATION = 2258.58' D

12th FLOOR
FINISH FLOOR ELEVATION = 2259.33'
CEILING HEIGHT ELEVATION = 2267.83' A
CEILING HEIGHT ELEVATION = 2268.58' C
CEILING HEIGHT ELEVATION = 2269.08' D

13th FLOOR
FINISH FLOOR ELEVATION = 2269.83'
CEILING HEIGHT ELEVATION = 2278.33' A
CEILING HEIGHT ELEVATION = 2279.08' C
CEILING HEIGHT ELEVATION = 2279.58' D

14th FLOOR
FINISH FLOOR ELEVATION = 2280.33'
CEILING HEIGHT ELEVATION = 2288.83' A
CEILING HEIGHT ELEVATION = 2289.58' C
CEILING HEIGHT ELEVATION = 2290.08' D

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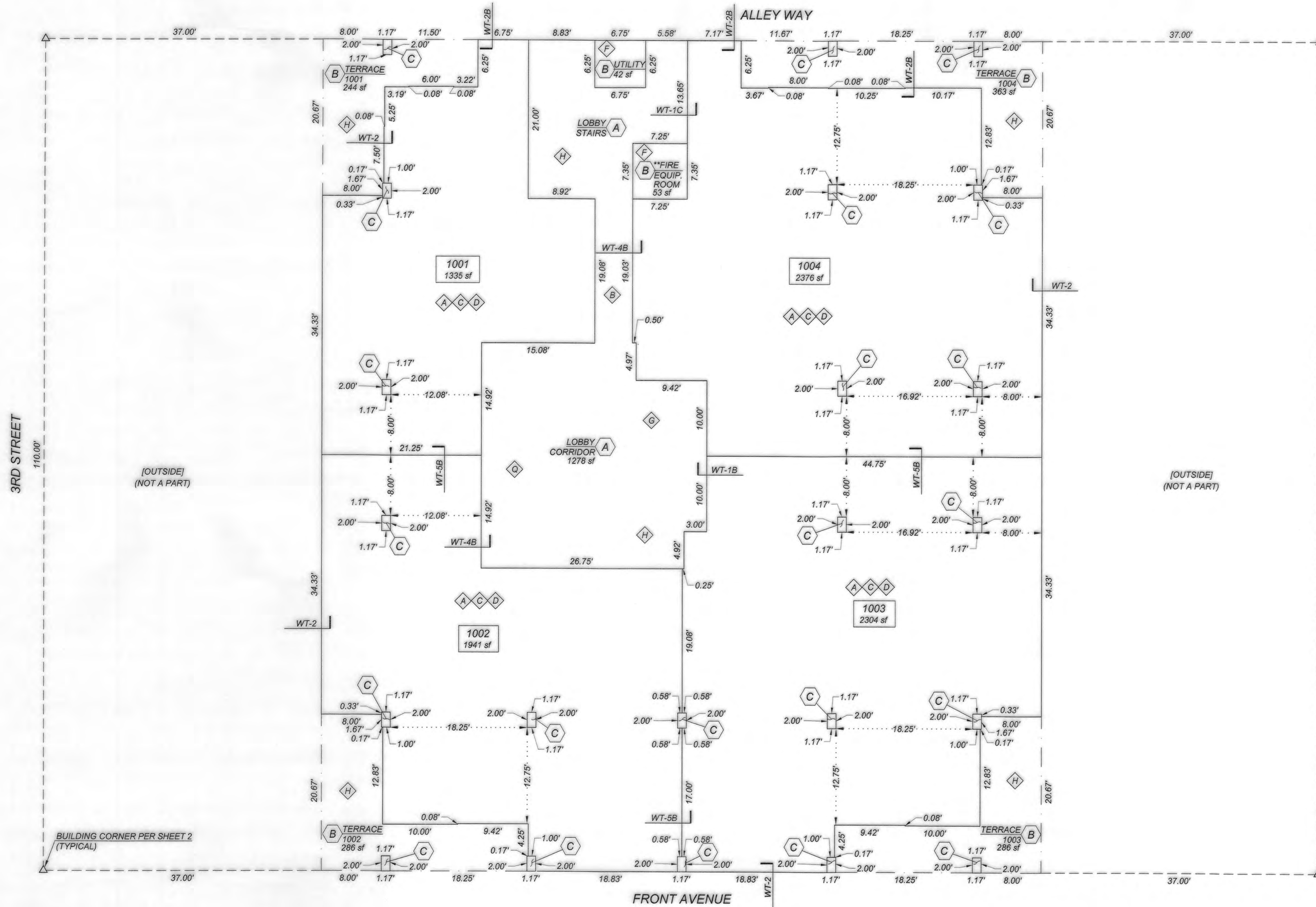


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THOMAS GEORGE

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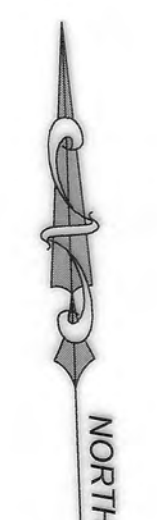


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K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

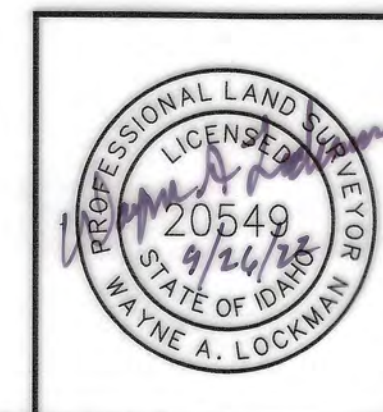
- UNIT BOUNDARY
- - - - BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY
- **FIRE EQUIP. ROOM FIRE EQUIPMENT ROOM



SCALE: 1" = 10'

AREA OF OWNERSHIP

- (A) COMMON AREA
- (B) LIMITED COMMON AREA
- (C) LIMITED COMMON AREA (NON ACCESSIBLE)



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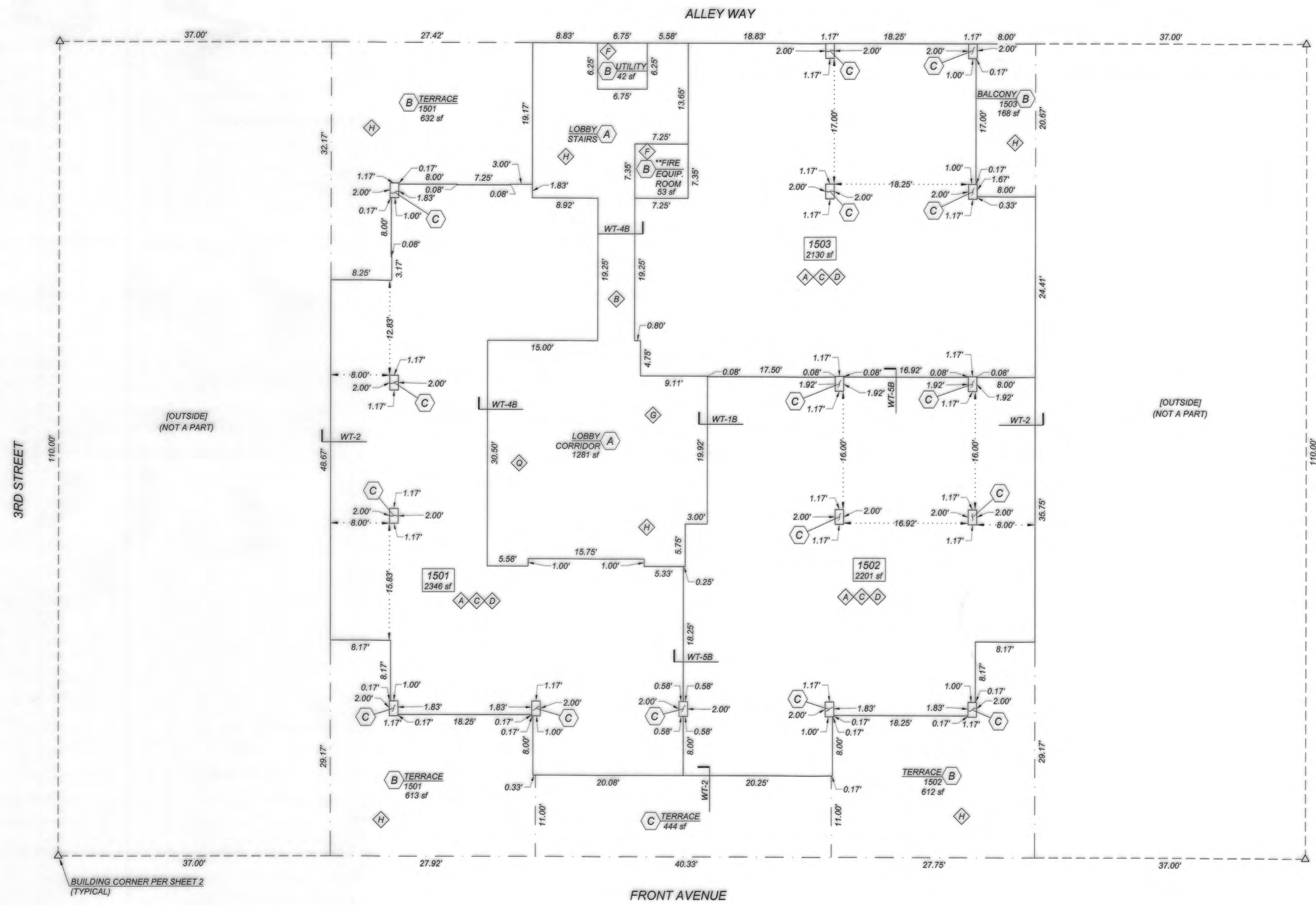
16

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY
- **FIRE EQUIP. ROOM FIRE EQUIPMENT ROOM



15th FLOOR

- FINISH FLOOR ELEVATION = 2292.17'
- CEILING HEIGHT ELEVATION = 2300.67' **A**
- CEILING HEIGHT ELEVATION = 2301.42' **C**
- CEILING HEIGHT ELEVATION = 2301.92' **D**

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

- A** COMMON AREA
- B** LIMITED COMMON AREA
- C** LIMITED COMMON AREA (NON ACCESSIBLE)



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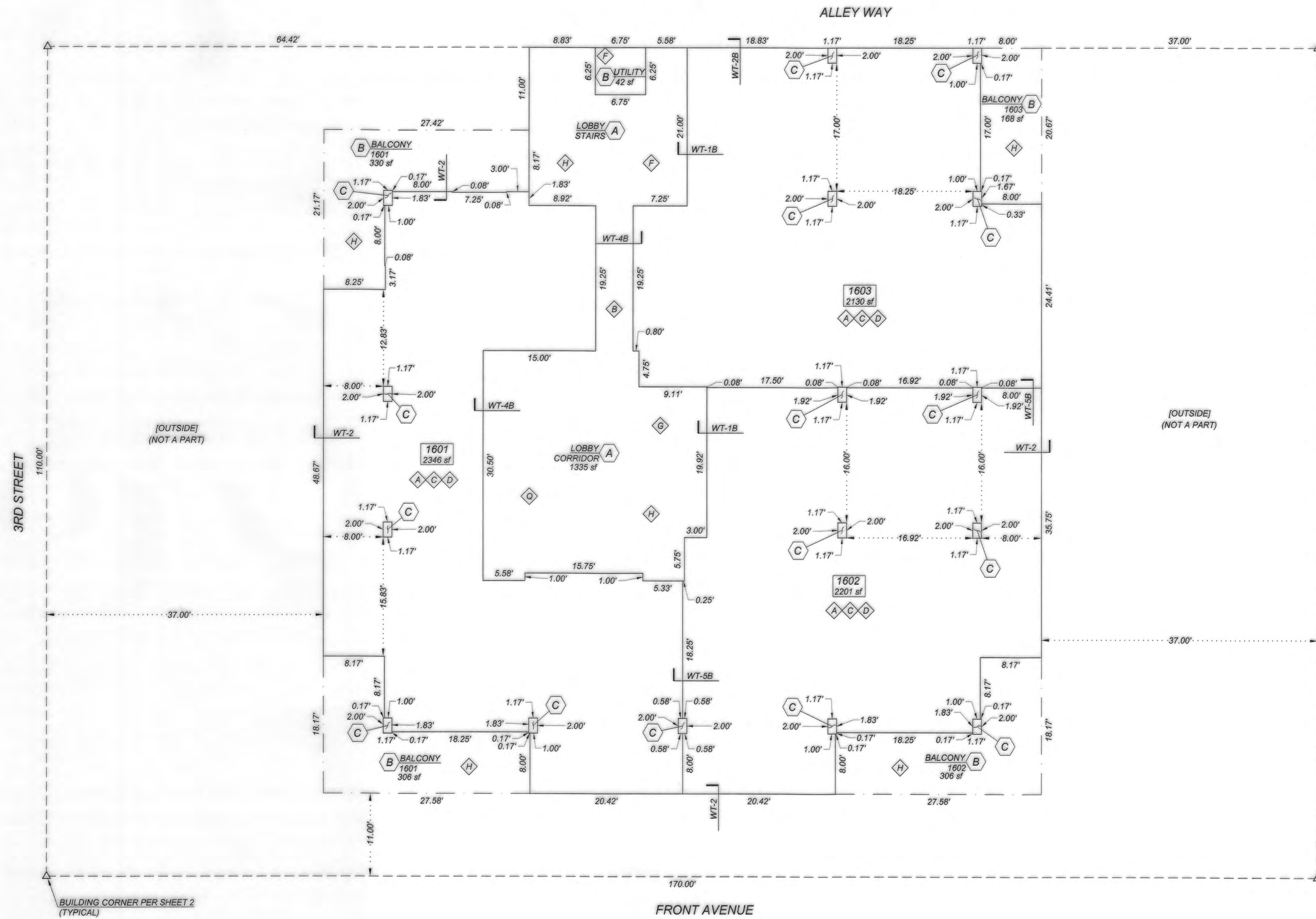
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23

THOMAS GEORGE

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I	CONC	16'-8.5"
J	CONC	17'-6"
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L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND	
	UNIT BOUNDARY
	BUILDING ENVELOPE
	TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

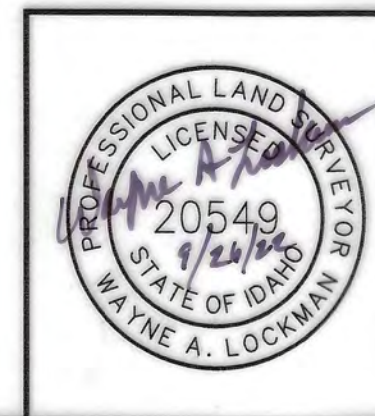
16th FLOOR

- FINISH FLOOR ELEVATION = 2302.67'
- CEILING HEIGHT ELEVATION = 2311.17'
- CEILING HEIGHT ELEVATION = 2311.92'
- CEILING HEIGHT ELEVATION = 2312.42'

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

- COMMON AREA
- LIMITED COMMON AREA
- LIMITED COMMON AREA (NON ACCESSIBLE)



CHECKED BY:	DES/WAL
DRAFTED BY:	WAL/SMA
SCALE:	1" = 10'
DATE:	09/23/2022
JOB NO:	LCE 21-045

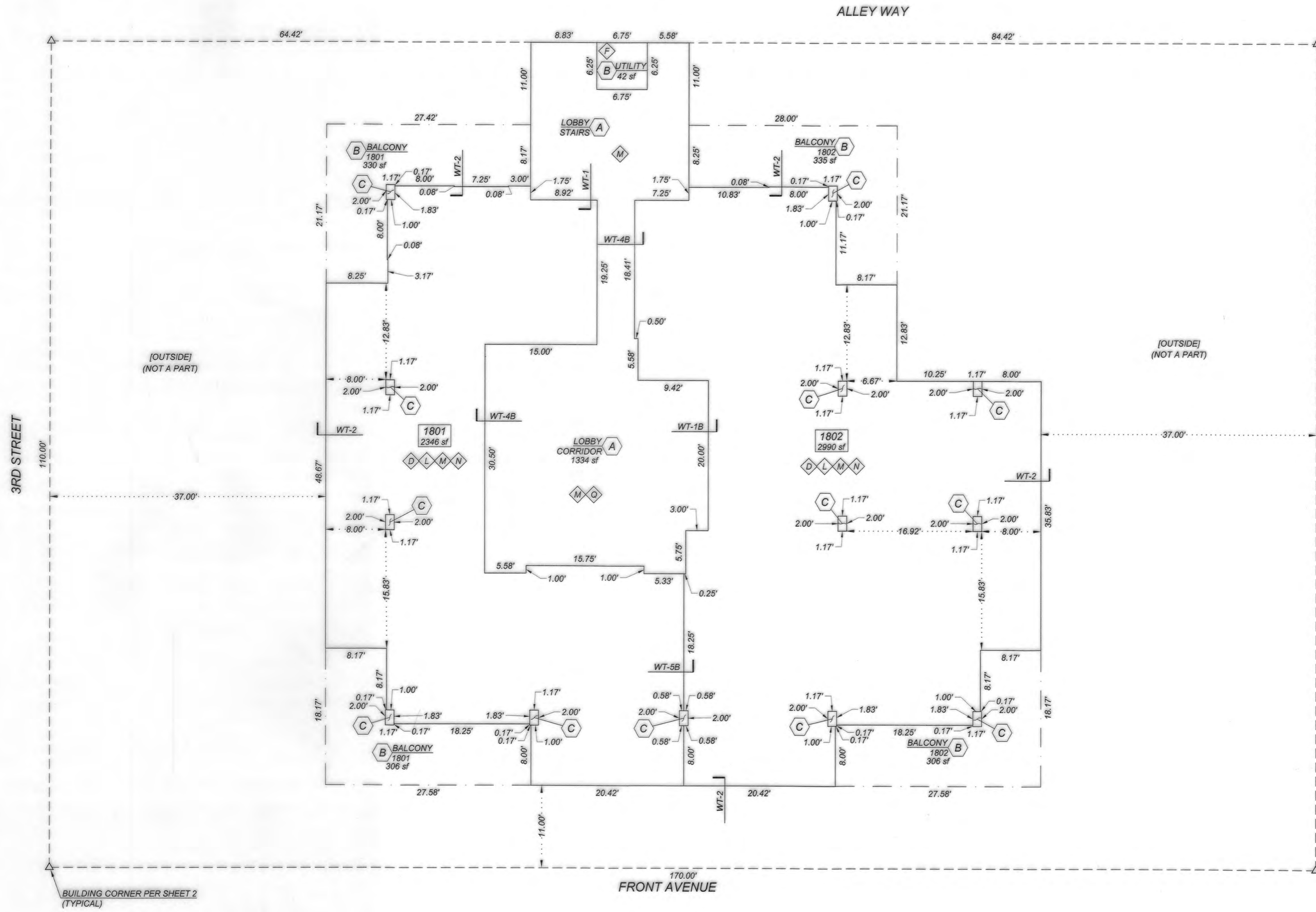
18

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____



CEILING SCHEDULE		
TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

———	UNIT BOUNDARY
- - - - -	BUILDING ENVELOPE
- · - · -	TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

18th FLOOR
FINISH FLOOR ELEVATION = 2325.00'
CEILING HEIGHT ELEVATION = 2334.75' (D)
CEILING HEIGHT ELEVATION = 2335.50' (L)
CEILING HEIGHT ELEVATION = 2336.25' (M)
CEILING HEIGHT ELEVATION = 2336.75' (N)

AREA OF OWNERSHIP
A COMMON AREA
B LIMITED COMMON AREA
C LIMITED COMMON AREA (NON ACCESSIBLE)

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE. SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.



CHECKED BY:	DES/WAL
DRAFTED BY:	WAL/SMA
SCALE:	1" = 10'
DATE:	09/23/2022
JOB NO.:	LCE 21-045

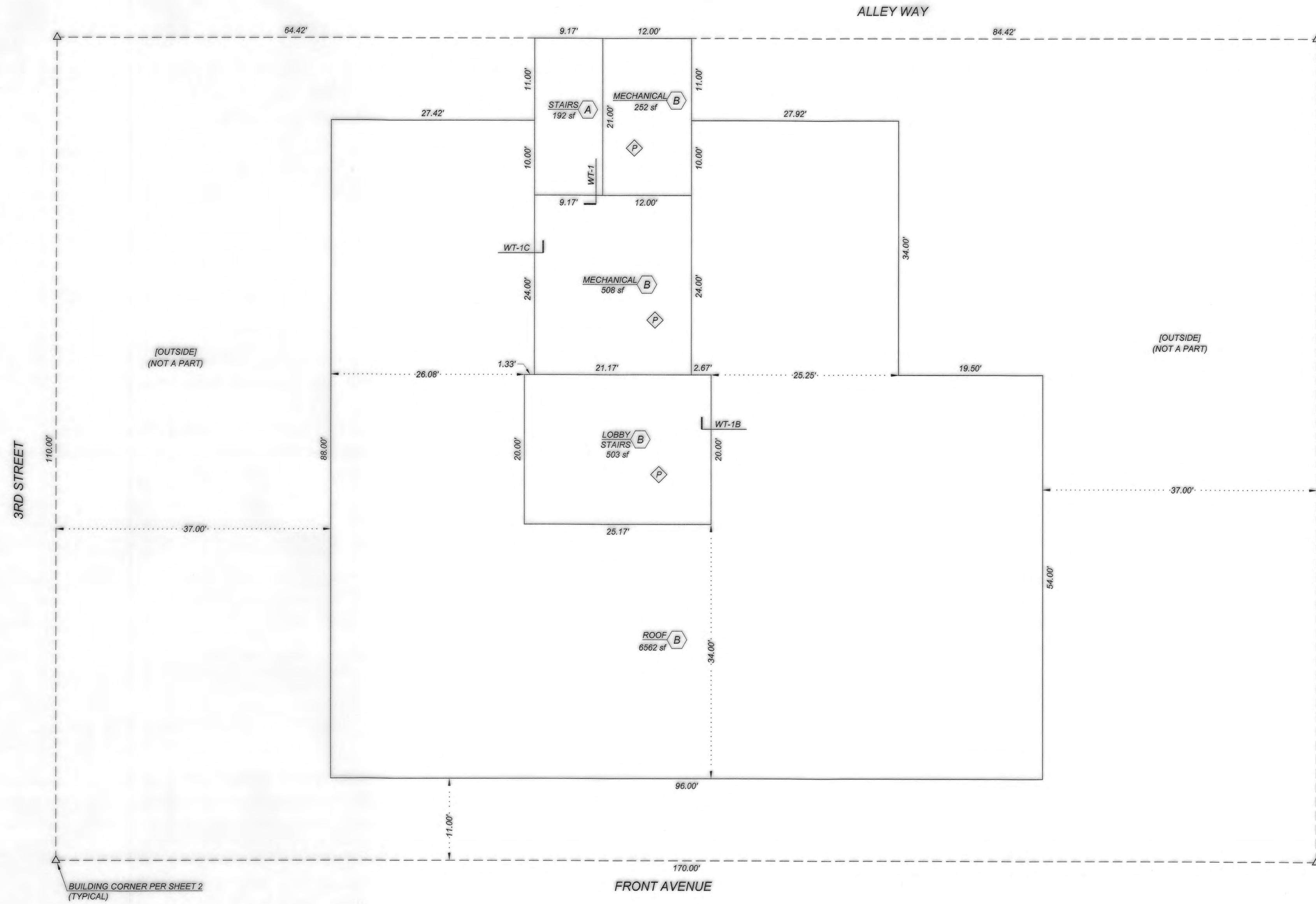
20

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____



CEILING SCHEDULE		
TAG	DESCRIPTION	HEIGHT
A	GWB	8'-6"
B	GWB	9'-0"
C	GWB	9'-3"
D	GWB	9'-9"
E	CONC	8'-11"
F	CONC	8'-10"
G	STEEL STAIRS/LANDINGS	VAIRES
H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- - - - BUILDING ENVELOPE
- · - · - TERRACE/BALCONY BOUNDARY



0 5 10 20
SCALE: 1" = 10'

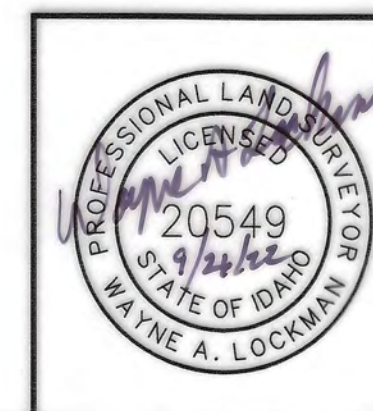
19th FLOOR

FINISH FLOOR ELEVATION = 2335.50'

CEILING HEIGHT ELEVATION = 2344.50' P

AREA OF OWNERSHIP

- A COMMON AREA
- B LIMITED COMMON AREA
- C LIMITED COMMON AREA (NON ACCESSIBLE)



CHECKED BY:	DES/WAL
DRAFTED BY:	WAL/SMA
SCALE:	1" = 10'
DATE:	09/23/2022
JOB NO.:	LCE 21-045

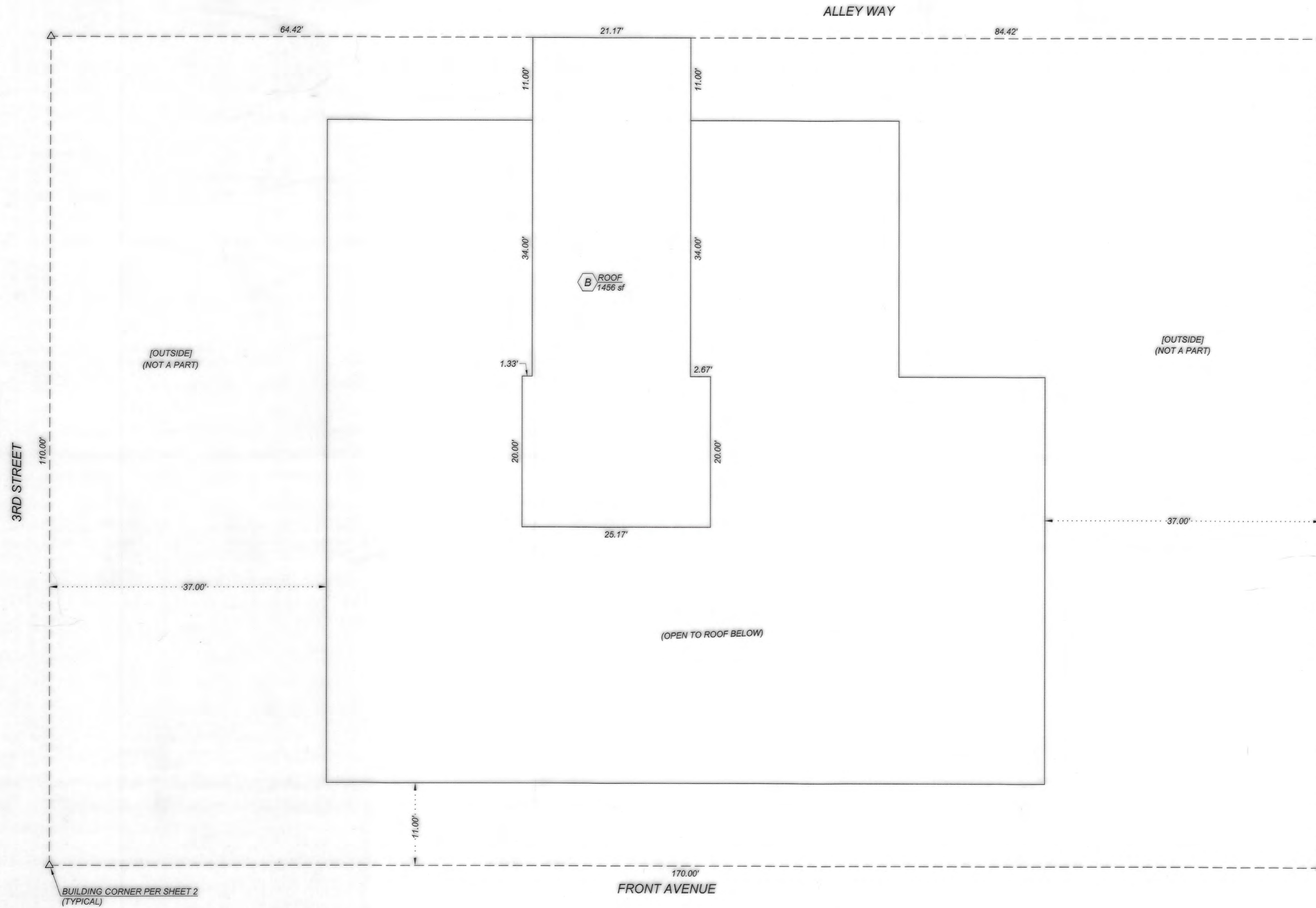
21

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____



LEGEND

- UNIT BOUNDARY
- - - - BUILDING ENVELOPE
- . - . - TERRACE/BALCONY BOUNDARY



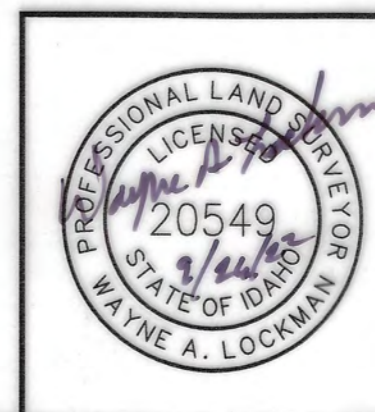
SCALE: 1" = 10'

ROOF

PARAPET FINISH FLOOR ELEVATION = 2343.00'

AREA OF OWNERSHIP

- (A) COMMON AREA
- (B) LIMITED COMMON AREA
- (C) LIMITED COMMON AREA (NON ACCESSIBLE)



CHECKED BY:	DES/WAL
DRAFTED BY:	WAL/SMA
SCALE:	1" = 10'
DATE:	09/23/2022
JOB NO:	LCE 21-045

22

23

THOMAS GEORGE

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF FRONT ROW PROPERTIES, LLC., FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____

AS INSTRUMENT NUMBER _____

FEE \$ _____

DEPUTY CLERK

JIM BRANNON, KOOTENAI COUNTY CLERK

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2021

DATED THIS 27th DAY OF September, 2022

Amundson
KOOTENAI COUNTY TREASURER, Deputy Treasurer

CITY COUNCIL CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE - CLERK

Christy W. Boyles
CITY OF COEUR D'ALENE - CITY ENGINEER 10804

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) 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 THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS 27 DAY OF September, 2022

J. Ireland
PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.



SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST

VICINITY MAP

SCALE 1" = 500'

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PLAT IS TO CONDOMINIUM UNITS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE ORDINANCES AND THE STATE OF IDAHO REQUIREMENTS. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY, INC. DATED May 10, 2022. COMMITMENT NUMBER 416033.
3. A LOT CONSOLIDATION WAS COMPLETED IN ACCORDANCE WITH THE CITY OF COEUR D'ALENE REQUIREMENTS AND RECORDED AS INSTRUMENT NUMBER 2916603000, RECORDS OF KOOTENAI COUNTY, IDAHO.
4. THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-503 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT.
5. THE CITY OF COEUR D'ALENE PASSED AN ORDINANCE TO WIDEN SHERMAN STREET FROM A 60 FOOT RIGHT-OF-WAY TO A 80 FOOT RIGHT-OF-WAY ADDING 10 FEET TO EACH SIDE AND VACATING THE NORTH 5 FEET OF THE ALLEYWAY (SEE NOTE 1 RECORD OF SURVEY BOOK 16 PAGE 4, RECORDS OF KOOTENAI COUNTY, IDAHO.)
6. THE UNRECORDED RECORDS OF SURVEY AND MAP ARE LOCATED ON THE KOOTENAI COUNTY WEBSITE UNDER THE UNRECORDED DOCUMENTS.
7. BUILDING DIMENSIONS AND DESIGN ARE FROM ARCHITECTURAL DRAWINGS "THE THOMAS GEORGE 301 E. FRONT. AVE. COEUR D'ALENE, ID 83814" PERMIT SET DATED 03.07.2022, PREPARED BY MILLER STAUFFER ARCHITECTS.
8. INTERIOR PROPERTY MONUMENTS FOR LOTS 7, 8, 9 AND THE WEST 21.65 FEET OF LOT 10, WERE NOT SET DUE TO CONFLICT WITH PROPOSED BUILDING AND CONSTRUCTION ACTIVITY.

SURVEYOR'S CERTIFICATE

I, WAYNE A. LOCKMAN, PROFESSIONAL LAND SURVEYOR #20549, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF THOMAS GEORGE, A CONDOMINIUM, IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Wayne A. Lockman
WAYNE A. LOCKMAN, PLS
DATE 09/26/2022

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT FRONT ROW PROPERTIES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS THOMAS GEORGE, A CONDOMINIUM, BEING A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KING'S ADDITION FILED IN BOOK C OF DEEDS AT PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK P OF SAID CORRECTED PLAT OF COEUR D'ALENE AND KING'S ADDITION, BEING A CHISELED "*" IN CONCRETE, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 02°19'19" WEST 110.47 FEET;

THENCE ALONG THE SOUTH LINE OF THE 15 FOOT ALLEY WAY, SOUTH 87°35'16" EAST 171.28 FEET TO THE EAST LINE OF THE WEST 21.65 FEET OF LOT 10 OF SAID BLOCK P, BEING A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 832";

THENCE ALONG THE EAST LINE OF SAID WEST 21.65 FEET OF LOT 10, SOUTH 02°20'43" WEST 110.39 FEET TO THE NORTH RIGHT-OF-WAY OF FRONT STREET;

THENCE ALONG THE NORTH LINE OF SAID NORTH RIGHT-OF-WAY OF FRONT STREET, NORTH 87°36'52" WEST 171.24 FEET TO THE EAST RIGHT-OF-WAY OF 3RD STREET, BEING A CHISELED "*" IN THE CONCRETE;

THENCE ALONG EAST RIGHT-OF-WAY OF SAID 3RD STREET, NORTH 02°19'18" EAST 110.47 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINING 18,912 SQUARE FEET, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY CITY OF COEUR D'ALENE;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY CITY OF COEUR D'ALENE;

LOTS AND UNITS WITHIN THIS PLAT ARE SUBJECT TO THE CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER INSTRUMENT No. _____ RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER;

PER THE CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS, IN ORDER TO OWN A GARAGE UNIT, SHOWN HEREON, SAID OWNER MUST ALSO OWN A RESIDENTIAL UNIT, OR BE THE DECLARANT;

J. Andler
TOM ANDLER, MEMBER
FRONT ROW PROPERTIES, LLC
DATE 9/26/22

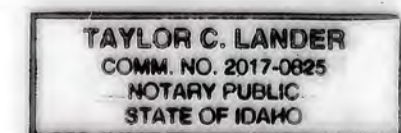
NOTARY CERTIFICATE

STATE OF IDAHO _____

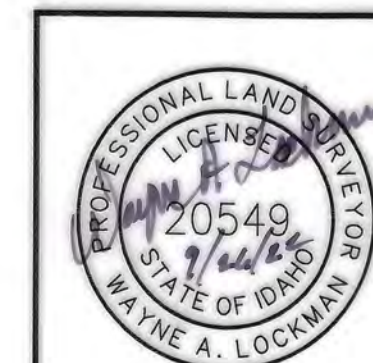
COUNTY OF KOOTENAI _____

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 26 DAY OF September IN THE YEAR 2022, BY TOM ANDLER, AS MEMBER OF FRONT ROW PROPERTIES, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

Taylor C. Lander
NOTARY PUBLIC



MY COMMISSION EXPIRES ON 10/27/2023



CHECKED BY: _____ DES/WAL
DRAFTED BY: _____ WAL/SMA
SCALE: _____ N.T.S.
DATE: _____ 09/23/2022
JOB NO: _____ LCE 21-045

23

23

RESOLUTION NO. 22-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: A PARKING AGREEMENT BETWEEN FRONT ROW PROPERTIES, LLC, AND FRONT ROW SHERMAN, LLC., FOR THE USE BY THE US BANK BUILDING; ACCEPTANCE OF A UTILITY EASEMENT OVER A PORTION OF LOT 2, BLOCK 1, ATALS WATERFRONT FIRST ADDITION FROM ATLAS MILL 10/12 INVESTMENTS, LLC; AND DECLARATION OF THREE CHEVROLET IMPALAS (MODEL YEARS 2005, 2009 AND 2014), ONE 2003 CHEVROLET BLAZER, AND ONE 2002 DODGE INTREPID USED BY THE POLICE DEPARTMENT AS SURPLUS AND AUTHORIZING THE SALE AT AUCTION.

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

- A) Parking Agreement between Front Row Properties, LLC and Front Row Sherman, LLC., for use by the US Bank building;
- B) Acceptance of a Utility Easement over a portion of Lot 2, Black 1, Atlas Waterfront First Addition from Atlas Mill 10/12 Investments, LLC;
- C) Declaration of three Chevrolet Impalas (model years 2005, 2009 and 2014), one 2003 Chevrolet Blazer, and one 2002 Dodge Intrepid used by the Police Department as surplus and authorizing the sale of the surplus property at auction; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City take the actions for the subject matter as set forth in the documents attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said documents and actions, so long as the substance of the 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 4th day of October, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Front Row Properties
1250 N. Northwood Center Ct., #A
Coeur d'Alene, ID 83814

PARKING AGREEMENT

26th THIS PARKING AGREEMENT ("Agreement") is made and entered into on this day of *September*, 2022 by and between Front Row Properties, LLC an Idaho limited liability company ("Front Row") and Front Row Sherman, LLC an Idaho limited liability company ("Front Row Sherman").

RECITALS

A. WHEREAS, Front Row is the owner of that certain residential/commercial property located on the north/east corner of 3rd Street and Front Avenue in the City of Coeur d'Alene, Kootenai County, Idaho, which property is more particularly described as follows:

A Replat of Lots 7, 8, 9, and the West 21.65 feet of Lot 10, Block P of the Corrected Plat of Coeur d'Alene and King's Addition filed in Book C of Deeds at Page 144, Records of Kootenai County, Idaho, lying in the Southwest Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d Alene, Kootenai County, Idaho and more particularly described as follows:

BEGINNING AT the northwest corner of Lot 7, Block P of said corrected Plat of Coeur d'Alene and King's Addition, being a chiseled "+" in concrete, from which the Southwest corner bears South 02°19'19" West 110.47 feet; thence along the South line of the 15 foot alley way, South 87°35'16" East 171.28 feet to the East line of the West 21.65 of Lot 10 of said Block P, being a 1/2 inch rebar with yellow plastic cap marked "PLS 832"; thence along the East line of said West 21.65 feet of Lot 10, South 02°20'43" West 110.39 feet to the North Right-of-Way of Front Street; thence along the North line of said North Right-of-Way of Front Street, North 87°36'52" West 171.24 feet to the East Right-of-Way of 3rd Street, being a chiseled "+" in the concrete; thence along East Right-of-Way of said 3rd Street, North 02°19'18" East 110.47 feet to the True Point of Beginning;

(hereinafter the "Property"); and

B. WHEREAS, Front Row is constructing on the Property a mixed use (commercial/residential) condominium building with associated garage units under the provisions of the Idaho Condominium Property Act (Idaho Code §§ 55-1501 et seq.), which will be known as the "Thomas George"; and

C. WHEREAS, Front Row Sherman is the owner of that certain commercial property (which is adjacent to, and contiguous with, the Property) and located on the south/east corner of 3rd Street and Sherman Avenue at 302 Sherman Avenue, Coeur d'Alene, Kootenai County, Idaho commonly known as the "US Bank Building", which property is more particularly described as follows:

Lot 1, Block P, Coeur d'Alene and King's Addition; The West One-Half of Lot 2, Block P, Coeur d'Alene and King's Addition more particularly described by survey as:

Beginning at a point on the West line of Lot 2 Block P, Coeur d'Alene and King's Addition to Coeur d'Alene, Idaho and being a point on the established South line of Sherman Avenue; thence East along said South line of Sherman Avenue 24.4 feet to the West line of an existing joint wall; thence South along the West line of said wall 105 feet to the established North alley line; thence West along said North Alley line, 24.7 feet to the extended West line of Lot 2; thence North along the West line of Lot 2, 105 feet to the point of beginning.

Lots 7, 8, 9, and the West 21.65 feet of Lot 10, Block P, of the corrected plat of the Coeur d'Alene and King's Addition, recorded in Book C of Deeds, Page 144, records of Kootenai County, State of Idaho.

(hereinafter the "US Bank Building"); and

D. WHEREAS, Front Row's construction on the Front Row property has been determined by the City to remove fourteen (14) parking spaces formerly used by the Front Row Sherman property. Contemporaneous with the full execution hereof, Front Row makes payment to the City of Coeur d'Alene in the amount of Forty Thousand Dollars (\$40,000.00), reflecting the City's required payment of Ten Thousand Dollars (\$10,000.00) per parking space for four (4) of the fourteen (14) parking spaces.

E. WHEREAS, with respect to the remaining ten (10) of the fourteen (14) parking spaces, Front Row has allocated ten (10) parking spaces within certain Garage Units on the Property which spaces shall be appurtenant to, and for the exclusive use and benefit of, the owners, occupants, lessees, or permittees of the US Bank Building; and

F. WHEREAS, the allocated parking spaces shall be located in Garage Units G1, G18, G39, G45 and G46 according to the plat of the Thomas George condominium recorded as Instrument Number _____, records of Kootenai County; and

G. WHEREAS, both parties in cooperation with the City of Coeur d'Alene have come to a mutual agreement and understanding regarding these allocated parking spaces.

AGREEMENT

Now, therefore, it is hereby agreed, that the parties, their heirs, assigns and anyone acting by or through them, hereby agree as follows:

1. The allocated parking spaces identified hereinabove shall be for the benefit of the US Bank Building (its owners, occupants, lessees, or permittees) who shall not have any assessment(s) or Association dues imposed upon the use, occupancy or maintenance of the parking spaces.

2. Title to the five (5) Garage Units in which the allocated parking spaces are located may be held by Front Row Sherman, subject to the rights of the US Bank Building to use the same as provided herein and in the condominium declaration for the Thomas George.

3. This Agreement shall run with the land and may be terminated or modified only with the written approval and consent of the City of Coeur d'Alene.

4. The owners, occupants, lessees or permittees of the US Bank Building shall, have license to access the Common Area of the Thomas George parking garage as needed for ingress and egress to the allocated parking spaces located therein. There shall be no fees, charges or assessments imposed for this access provided however that any such licensee who causes damage to the Common Area shall be responsible for the cost to repair or remediate the same.

5. The right to access and use the allocated parking spaces may be extinguished, with the approval of the City of Coeur d'Alene, upon the following:

- (i) Relocation of the required ten (10) parking stalls/spaces meeting the standards described in section 17.05.725 (C.), Coeur d'Alene City Code; or
- (ii) At such time as the US Bank Building is demolished or reconstructed/modified so as to provide the equivalent ten (10) parking stalls/spaces elsewhere; or
- (iii) Payment to the City of a fee in lieu of the ten (10) parking stalls/spaces, in the amount of ten thousand dollars U.S. (\$10,000.00) per space.

This iteration of circumstances upon which the Agreement may be terminated is not intended to be exclusive and represents examples only. The Agreement may be extinguished, with the consent of the City of Coeur d'Alene, for any other reason(s) acceptable to the parties.

6. The terms of this Agreement are fully understood and voluntarily accepted by the Parties hereto with full knowledge of the facts, and is not executed or accepted in reliance upon any statement of any person, except as contained herein.

7. [RESERVED]

8. [RESERVED]

UTILITY EASEMENT AREA 12

KNOW ALL MEN BY THESE PRESENTS, that Atlas Mill 10/12 Investment LLC, whose address is 731 W Wyndemere Dr, Boise, ID 83702, the **GRANTORS**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached "Exhibits A and B"

The **GRANTORS** further agree to keep the easement clear of all buildings, structures, and other obstructions. The **GRANTORS** agree that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, removable by the **GRANTEE** at its option.


Should it be necessary for the **GRANTEE** to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTOR** shall repair and restore them to their original condition at the expense of the **GRANTOR**.

The **GRANTOR** also agrees, to the extent that the public utilities consist of grassy swales, that the **GRANTOR** shall be responsible for the maintenance of the same, including weed and grass control.

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

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

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed, this 9 day of Sept, 2022 .


Justin Dean Pape, Manager, 9. SEPT. 2022
Atlas Mill 10 and 12 Investment LLC Date

STATE OF IDAHO)
) SS
COUNTY OF Ada)

On this 9th day of September, 2022 , before me a Notary Public, personally appeared Dean Pape, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such corporation executed the same.

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



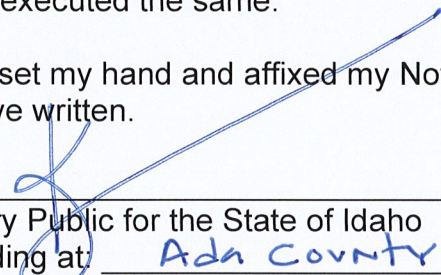

Notary Public for the State of Idaho
Residing at Ada County
My Commission Expires: 11.30.2022

EXHIBIT A

WATER LINE EASEMENT DESCRIPTION

That portion of Lot 2, Block 1 of Atlas Waterfront First Addition as recorded in Book L of Plats, page 519, records of Kootenai County, Idaho, described as follows:

A 20 foot strip of land lying 10 feet each side of the following described centerline:

COMMENCING at the northeast corner of said Lot 2, thence along the North line of said Lot 1, South 84°03'18" West a distance of 86.76 feet;

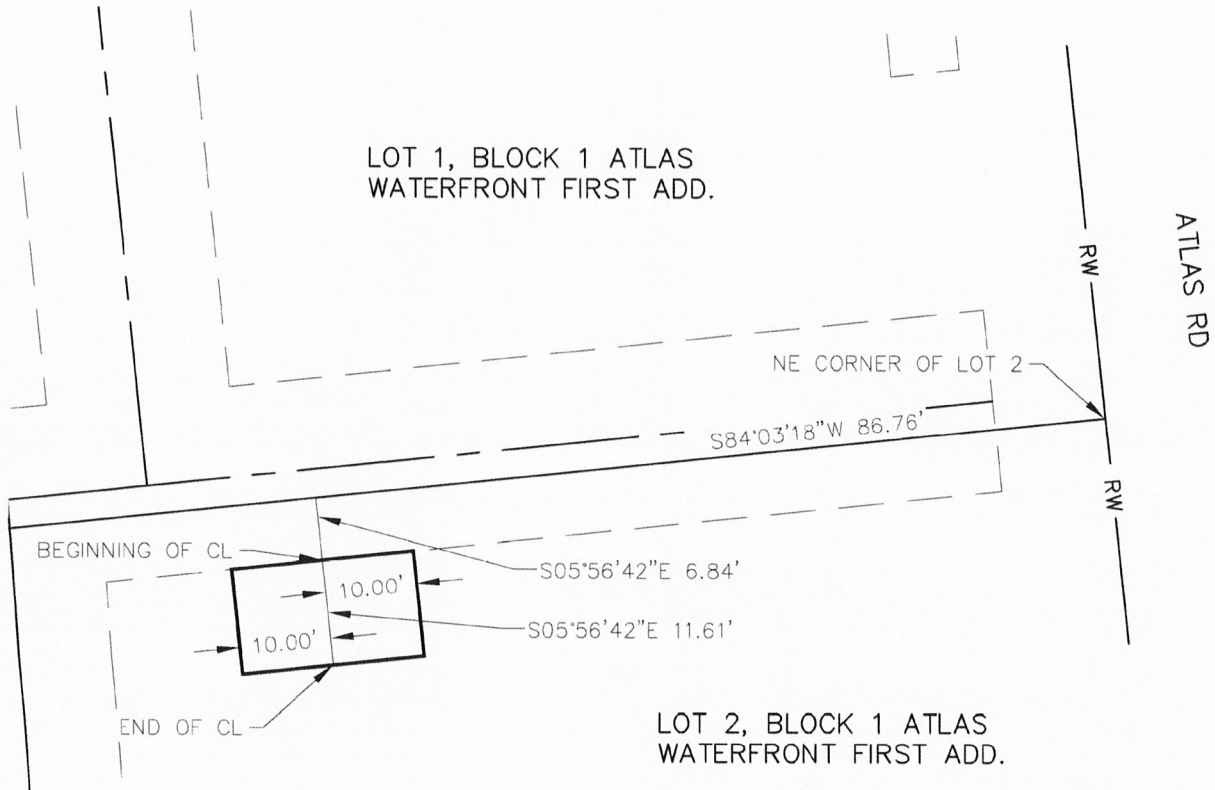
Thence South 05°56'42" E a distance of 6.84 feet to the **BEGINNING** of said centerline;

Thence South 05°56'42" E a distance of 11.61 feet to the **END** of said centerline.

Digitally
signed by
Michael L
Hathaway
Date:
2022.09.02
09:43:40-07'00'

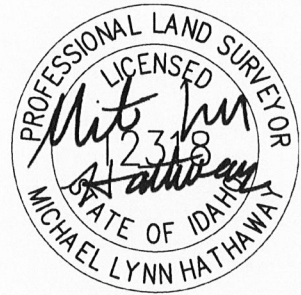


EXHIBIT B
 WATER LINE EASEMENT
 A PORTION OF LOT 2, BLOCK 1
 ATLAS WATERFRONT FIRST ADDITION
 LOCATED IN SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1"=20'

Digitally signed
 by Michael L
 Hathaway
 Date:
 2022.09.02
 09:48:42-07'00'



www.welchcomer.com 208-664-9382
 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
 Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT B
 WATER LINE EASEMENT
 LOT 2, BLOCK 1
 ATLAS WATERFRONT FIRST ADD.

PROJECT NO.: 41292
 DESIGNED BY: MLH
 DRAWN BY: TJT
 NAME: 41292EX14-AREA12
 DATE: 2/1/2022
 SHEET NO: **2 OF 2**

City Council
STAFF REPORT

DATE: October 4, 2022
FROM: Steve Moran, Police Fleet Manager
SUBJECT: Surplus of Police Vehicles

Decision Point:

The Police Department requests authorization to surplus three Chevrolet Impalas, model years 2005, 2009 and 2014, one 2003 Chevrolet Blazer and one 2002 Dodge Intrepid and sell at auction.

History:

The 2003, 2005 and 2014 Impalas were purchased new by the City and have served in Patrol, SRO, Volunteer and eventually Admin departments. All three have weak air conditioning and transmissions that are slow to respond when vehicles are first started. The 2005 and 2009 Impalas also experience random electrical issues that have been difficult to diagnose. The exterior paint on the 2014 Impala is stained brown from the sun baking the glue under the graphics.

The 2003 Blazer was Building Department Surplus and transferred to the Police Department in January of 2019. Since that time, this vehicle has amassed \$2,300 in cost for repair parts from continued break downs. This cost doesn't reflect the labor hours to keep it running. It is now experiencing drivability issues and will require further repairs.

The 2002 Dodge Intrepid has been in the City fleet for many years. The engine recently suffered a major internal failure and will require a replacement engine. This vehicle does not warrant a repair of this cost.

Financial Analysis:

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of all four vehicles will be returned to the General Fund.

Decision Point:

Staff recommends the City Council authorize the declaration of 3 Impalas and 1 Blazer assigned to the Police Department as surplus and sold at auction.

Vehicle Surplus List:

2005 Chevrolet Impala - 2G1WF55K259304744 – 114,463 miles
2009 Chevrolet Impala - 2G1WS57M191262761 – 126,202 miles
2014 Chevrolet Impala - 2G1WD5E3XE1157912 – 92,991 miles
2003 Chevrolet Blazer - 1GNDT13X63K173089 – 87891 miles
2002 Dodge Intrepid - 2B3HD46R52H177003 – 87491 miles

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: OCTOBER 4, 2022

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: TRICKLING FILTER PUMP(S) REHABILITATION PROJECT

DECISION POINT: Should City Council accept the bid from K&N Electric Motors, Inc., and award a contract to completely repair and rebuild Trickling Filter Pumps #2 and #1 in the amount of \$326,215.65?

HISTORY: Originally installed in 1996, the Wastewater Treatment Facility (Facility) utilizes three (3) Fairbanks Morse K3X2 pumps to convey partially treated wastewater to the top of the Facility's two (2) trickling filters. These are specialized pumps designed especially for wastewater applications. Under normal operations, two pumps run continuously with the third serving as a backup should one fail. Outside of routine maintenance, these pumps have never been replaced or rebuilt.

In 2021, Pump #3 failed and was successfully rebuilt. Earlier this year, (2022) Pump #2 failed, and in lieu of finding ourselves in a similar situation, the Wastewater Department (WW) desires to rebuild both Pumps #2 and #1.

FINANCIAL ANALYSIS: Based on recent updated pump quotes and in compliance with the City of Coeur d'Alene's (City) Procurement of Personal Property above \$100,000 Policy, WW solicited competitive bids. On September 9th, the City received a base bid of \$318,419.73 from K&N Electric Motors, Inc. K&N also provided a cost adder totaling \$7,795.92 for replacing both pump shafts if needed. The condition of a pump shaft is undetermined until the pump is dismantled and inspected. At this time, WW recommends including the cost adder with the base bid.

WW has already budgeted for this project in FY 2022/2023.

PERFORMANCE ANALYSIS: Presently, Pumps #1 and #3 will remain operational while Pump #2 is removed and rebuilt. Once Pump #2 is reinstalled and becomes operational, Pump #1 will then be removed and rebuilt. At all times, WW will have two (2) pumps operational. Our intent is to complete rehabilitation on both pumps this fiscal year.

K&N is based out of Spokane and is presently an existing vendor with the City. They have worked on other previous WW projects to the Department's satisfaction. WW and the Legal Department find K&N's bid complete and in order.

DECISION POINT/RECOMMENDATION: City Council should accept the bid from K&N Electric Motors, Inc., and award a contract to completely repair and rebuild Trickling Filter Pumps #2 and #1 in the amount of \$326,215.65.

RESOLUTION NO. 22-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH K & N ELECTRIC MOTORS, INC., FOR THE REHABILITATION OF TRICKLING FILTER PUMPS #2 AND #1 IN THE AMOUNT OF THREE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED FIFTEEN AND 65/100'S DOLLARS (\$326,215.65).

WHEREAS, the Wastewater Capital Programs Manager of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with K & N Electric Motors, Inc., for the rehabilitation of Trickling Filter Pumps #2 and #1 in the amount of Three Hundred Twenty-Six Thousand Two Hundred Fifteen and 65/100's dollars, pursuant to terms and conditions set forth in the Contract, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract with K & N Electric Motors, Inc., for the rehabilitation of Trickling Filter Pumps #2 and #1 in the amount of Three Hundred Twenty-Six Thousand Two Hundred Fifteen and 65/100's dollars, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Contract to the extent the substantive provisions of the Contract remain intact.

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

DATED this 4th day of October, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT

THIS Contract is made and entered into this 4th day of October, 2022, 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 **K & N ELECTRIC MOTORS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 415 N Fancher Road, Spokane Valley, WA 99212, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor has been awarded the contract for the City of Coeur d'Alene Wastewater Department - Trickling Filter Pump(s) Rehabilitation Project in the City of Coeur d'Alene, according to the contract documents, and plans and specifications on file in the office of the City Clerk of the City, which contract documents, and plans and specifications are entitled:

**City of Coeur d'Alene Wastewater Department
Trickling Filter Pump(s) Rehabilitation Project**

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the City, as hereinafter set forth, the Contractor shall perform all of the work as set forth in the said contract documents, and plans and specifications described above, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents, and plans and specifications are hereby declared and accepted as parts of this Contract. All material shall be of the high standard required by the said contract documents, and plans and specifications, and approved by the Wastewater Director or designee, and all labor performed shall be of first-class workmanship.

The Contractor shall employ appropriate means to prevent accidents and defend the City from all claims for injury to person(s) or property(ies) resulting from the Contractor's actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the contract documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The Contractor agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Contract as required by Idaho Code Sections 72-101 through 72-806. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to commencement of the work, such evidence as the

City may require guaranteeing contributions which will come due under the Idaho Worker's Compensation Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

The Contractor shall furnish the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The City shall pay to the Contractor for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **Three Hundred Twenty-Six Thousand, Two Hundred Fifteen dollars and 65/100 dollars, (\$326,215.65)** as provided in the Bid Schedule hereinafter referred to as Exhibit A. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). The certified estimate of work completed must be submitted by the 10th of each month for payment to be made by the end of the month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the Contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

The Work shall be substantially complete within Three Hundred sixty-five (365) days (for the Contract Award, as applicable) after the date when the Contract Times commence to run or by the start date given in the Notice to Proceed issued by the City, as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within thirty (30) days after the date of substantial completion. All work shall be fully completed with the City's final approval and acceptance prior to the final payment request.

The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work within the time allowed shall result in damages being sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limit, the Contractor shall pay to the City or have withheld from moneys due, liquidated damages at the rate of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where for this Contract fifty (50) or fewer persons are employed by the Contractor, in which case the Contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the Contractor must give preference to the employment of bona fide residents of Idaho in the performance of said work. (Idaho Code § 44-1002).

The Contractor further agrees: In consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which he/she/it is engaged is of a transitory character and that in the pursuit thereof, his/her/its property used therein may be without the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable, agrees:

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

IT IS FURTHER AGREED WHEN APPLICABLE that for additions or deductions to the contract documents, and plans and specifications, the unit prices as set forth in the written proposal of the Contractor are hereby made a part of this Contract.

For the faithful performance of this Contract in accordance with the plans and specifications and payment for all labor and materials, the Contractor shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

In the event of conflicting information, data or language between the City contract agreement and the general conditions herein is discovered by the Successful Bidder, City contract will prevail.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the foregoing

provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this Contract on behalf of 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:
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
K & N ELECTRIC MOTORS, INC.**

By: _____
James Hammond, Mayor

By: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 22-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH ASPEN HOMES AND DEVELOPMENT, LLC, FOR A PARCEL LOCATED AT 1808 N. 15TH STREET.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Aspen Homes and Development, LLC, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an annexation agreement with Aspen Homes and Development, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City of Coeur d'Alene.

DATED this 4th day of October, 2022.

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 _____.

ANNEXATION AGREEMENT

A-2-22

THIS AGREEMENT, made and dated this 26 day of September, 2022, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and Aspen Homes and Development, LLC, an Idaho Limited Liability Company, organized pursuant to the laws of the State of Idaho, with its address at 1808 N. 15th Street, hereinafter referred to as the "Owners,"

WITNESSETH:

WHEREAS, the Owners own a parcel of land adjacent to the City limits of the City, which the Owners wish to develop, and the Owners have applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning for the Property, which is commonly known as 1808 N. 15th Street. A copy of the approved Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owners performing the conditions hereinafter set forth.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: LEGAL DESCRIPTION

1.1. The property is legally described as: A parcel of land in the Northwest quarter of the Southwest quarter of Section 7, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, being a portion of Tax Number 11539 as described in Book 152 of Deeds at page 97, Instrument No. 258044, and also including Tax Number 1078 as described in Book 152 of Deeds at page 109, Instrument No. 258120, records of Kootenai County and commonly known as 1808 N. 15th Street.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owners agree that all laws, standards, policies and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owners further waive any right the Owners may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owners agree to use the City's water and sanitary sewer systems for this development. The Owners will extend, at its own cost, the water and sanitary sewer systems and further agrees to fully comply will all City policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owners will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owners are conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owners agree that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owners will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.4. Street lights: The Owners agree to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owners agree to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owners further agree prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owners shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this Agreement or by City Code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths, and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval for the approved Planned Unit Development (PUD) and subdivision of the Property attached as Exhibit “B” are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

ARTICLE V: FEES

5.1. Consideration: The Owners agree to provide specific consideration in the amount of Twenty-Two Thousand One Hundred Twenty-Five Dollars and no/100. (\$22,125.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per residential lot in the approved R-5 zone on the approved plat. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owners’ Property, including but not limited to public safety and other services. The Owners will remain responsible for all other costs and fees required by City Code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City, the Owners will pay the required fee for each lot contained in the final plat. The Owners expressly agree that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owners shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.5. The Owner’s reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the Annexation Agreement that will benefit the Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars and no/100 (\$800.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owners agree that in the event the Owners fail to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from the Owners, or their assigns or successors-in-interest of such portions of the Owners' Property as the City in its sole discretion decides.

6.2. The Owners to hold the City harmless: The Owners further agree it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." The Owners further agree to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this Agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation; Merger; Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.

6.6. Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.

6.7. Compliance with applicable laws: The Owners agree to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owners shall be binding upon the Owners and the Owners' heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owners' Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Aspen Homes and Development, LLC have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

ASPEN HOMES AND DEVELOPMENT, LLC

By: _____
James Hammond, Mayor

By: _____
Todd Stam, Owner

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of October, 2022, before me, a Notary Public, personally appeared **James Hammond** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

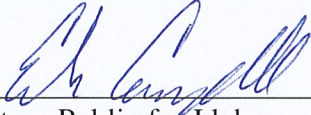
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

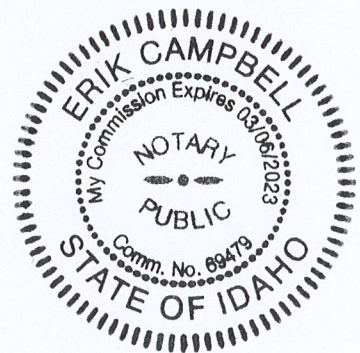
STATE OF IDAHO)
) ss.
County of Kootenai)

On this 26 day of September, 2022, before me, a Notary Public, personally appeared **Todd Stam**, known to me to be the owner of **Aspen Homes and Development LLC**, and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Notary Public for Idaho
Residing at Kootenai County
My Commission expires: MARCH 10, 2023



CITY OF COEUR D' ALENE
ANNEXATION LEGAL

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 7, FROM WHICH THE CENTER OF SECTION OF SAID SECTION 7 BEARS SOUTH 89°36'50" EAST 2624.32 FEET; THENCE SOUTH 89°36'50" EAST 219.93 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 3451, SAID POINT BEING AN ANGLE POINT ON THE EXISTING CITY OF COEUR d' ALENE BOUNDARY, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°36'50" EAST 440.20 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 3451;

THENCE SOUTH 00°34'17" WEST 550.75 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 4194, SAID POINT BEING AN ANGLE POINT ON THE EXISTING CITY OF COEUR d' ALENE BOUNDARY;

THENCE ALONG THE EXISTING CITY OF COEUR d' ALENE BOUNDARY THE FOLLOWING COURSES AND DISTANCES:

NORTH 89°37'05" WEST 634.76 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH 15th STREET;

NORTH 00°32'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 207.77 FEET TO A POINT;

SOUTH 77°42'36" EAST 260.52 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 3451;

SOUTH 89°26'26" EAST 49.87 FEET TO A POINT MONUMENTED BY A 5/8" REBAR AND PLASTIC CAP PLS 3451;

NORTH 14°58'00" WEST 411.61 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 5.909 ACRES, MORE OR LESS.

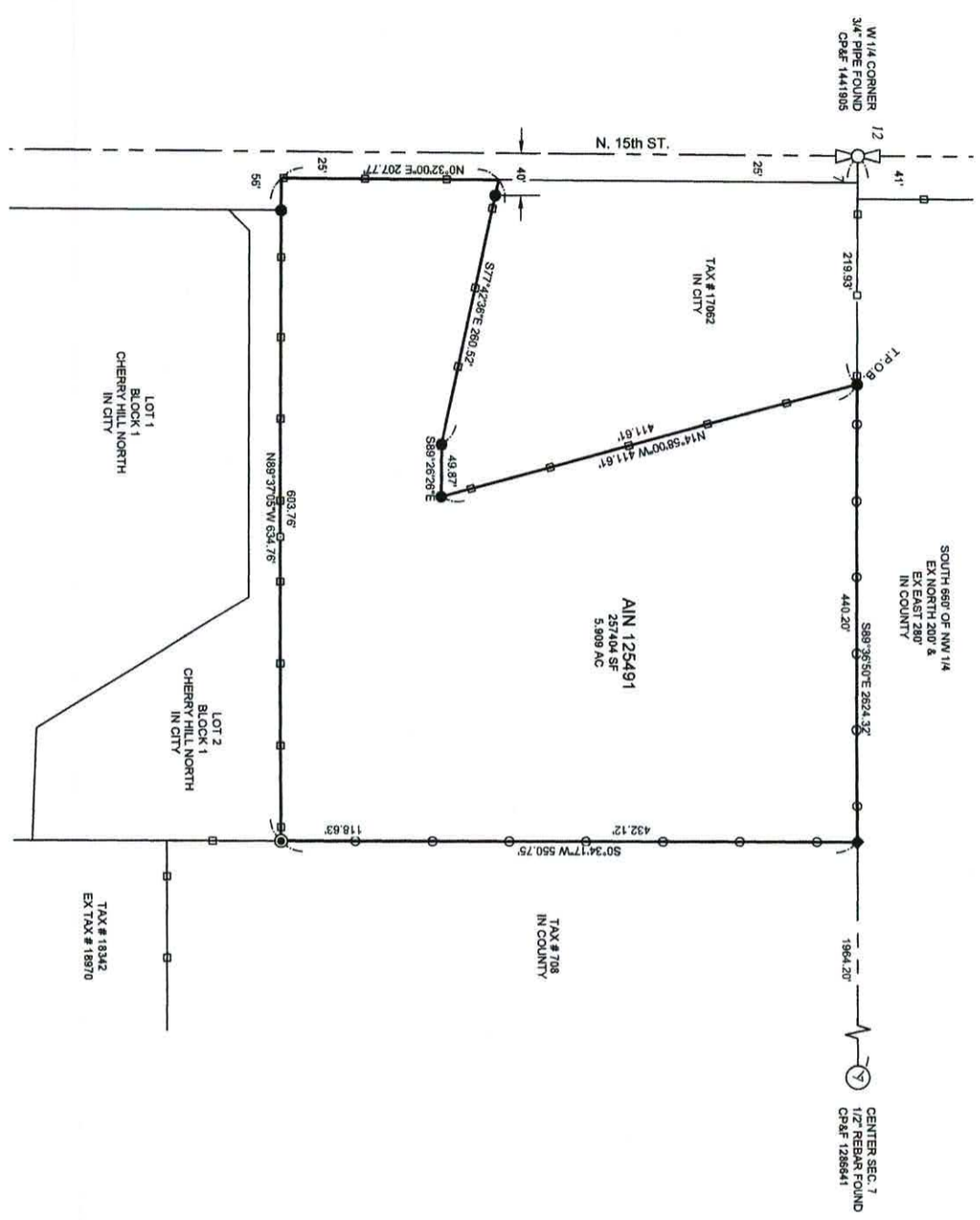


RECORD OF SURVEY

CITY OF COEUR D'ALENE ORDINANCE # _____
 A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



Exhibit "A"



LEGEND

- FOUND 5/8" REBAR AND PLASTIC CAP PLS 3451
- FOUND 1/2" REBAR AND PLASTIC CAP MARKED LUB
- FOUND 5/8" REBAR AND PLASTIC CAP PLS 4194
- ⊙ CENTER SECTION CORNER AS NOTED
- ⊙ E-W 1/4 SECTION CORNER AS NOTED
- ⊕ CORNER PERTURBATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- PROPOSED CITY LIMITS
- EXISTING CITY LIMITS

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY JOHN H. KINNEY, PLS 1968, RECORDED IN BOOK 18 OF SURVEYS AT PAGE 467, AS INSTRUMENT NO. 1489117.
 - R-2 RECORD OF SURVEY BY D. RICHARD WATT, PLS 2115, RECORDED IN BOOK 19 OF SURVEYS AT PAGES 54 & 54A, AS INSTRUMENT NO. 1489058.
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 - R-5 RECORD OF SURVEY BY CHAD J. JOHNSON, PLS 9387, RECORDED IN BOOK 31 OF SURVEYS AT PAGE 559 & 559A, AS INSTRUMENT NO. 2796423000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NASS GPS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) EPOCH: 2010.00000. BEARINGS SHOWN ON GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAR) OF 1.000728. A CONVERGENCE ANGLE OF -00° 45' SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____ 20__ AT _____ M. AND DULY RECORDED IN BOOK _____ OF SURVEYS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF JOHNSON SURVEYING.

KOOTENAI COUNTY CLERK _____ BY _____ DEPUTY CLERK

FEE: _____

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9387, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9387 DATE _____

RECORD OF SURVEY

CITY OF COEUR D'ALENE ORDINANCE # _____		A PORTION OF THE NW 1/4 OF THE SW 1/4 OF BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO	
DATE SURVEYED: 12-15-2021	DRAFTED BY: DTL	PLOT DATE: 4-06-2022	SHEET 1
FILE NAME: 21-329 SURVEY	CHECKED BY: CJJ	PROJECT NO.: 21-329	1



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SHOW ANNEXATION AREA INTO THE CITY OF COEUR D'ALENE ALL SURVEY MONUMENTS WHERE FOUND/Held AS DEPICTED HEREON. MEASUREMENTS TO ALL FOUND MONUMENTS ARE AS SHOWN.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.



Resolution No. _____
 P.O. Box 2544 Post Falls, ID 83877
 208-680-2531
 johnsonsurveying.com

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

A. INTRODUCTION

This matter having come before the City Council on July 19, 2022, and there being present a person requesting approval of ITEM A-2-22 , a request for zoning prior to annexation from County Ag Suburban to City R-5.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: 1808 N. 15TH STREET

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council adopts Items B1 to B7.)**

- B1. That the existing land uses are Residential and Commercial
- B2. That the Comprehensive Plan Map designation is Single Family Neighborhood.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on , 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on July 19, 2022.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Community & Identity

Goal CI 1

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

OBJECTIVE CI 1.1

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

Goal CI 3

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

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Environment & Recreation

Goal ER 1

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

OBJECTIVE ER 2.3

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

Growth & Development

Goal GD 1

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

OBJECTIVE GD 1.1

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

OBJECTIVE GD 1.3

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

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

OBJECTIVE GD 2.2

Ensure that City and technology services meet the needs of the community.

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff's presentation and that city departments had no issues.
- B10. That the physical characteristics of the site make it suitable for the request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because traffic has been addressed by the city engineer without objection and that the area has a range of housing choices in the area and will be compatible.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation as described in the application should be **approved**.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be platted as an easement to remain as open space in perpetuity or in a separate tract.
3. This project will need to maintain a private water service easement along southern edge of property to 1802 N 15th or provide alternate service provision if available.
4. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at building permitting.
5. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
6. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
7. Any driveway or street cannot exceed 8% grade.
8. If Public Sewer a utility easement for the public sewer shall be dedicated to the City prior to building permits.
9. An unobstructed City approved "all-weather" access shall be required over all public sewers.
10. This PUD shall be required to comply with Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.
11. Public sewer shall be run to and through this project and installed to all city specifications and standards.
12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.
14. The owner/developer shall be responsible for paying the City for the necessary improvements to 15th Street based on City Code requirements and the frontage improvements associated with the 15th Street improvement project. The cost of the improvements shall be agreed upon by the City and the owner/developer. Payment will be due at the time of site development permit or at the time the 15th Street improvement project has 90% construction drawings, whichever comes first.

15. *Hemlock Trees and fencing to be placed on the north property line that is adjacent to the property containing the single-family dwelling.*

Motion by McEvers, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Wood	Voted No
Council Member Gookin	Voted No
Council Member Miller	Voted No
Council Member McEvers	Voted Yes
Council Member Evans	Voted Yes
Council Member English	Voted Yes
Mayor Hammond	Voted Yes (tie breaker)

Motion to approve carried by a 4 to 3 vote.



MAYOR JAMES HAMMOND

ORDINANCE NO. _____
COUNCIL BILL NO. 22-1014

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 7, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-1 (Residential at 1 unit/acre) and R-5 (Residential at 5 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 4, 2022.

APPROVED by the Mayor this 4th day of October, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-2-22 Aspen Homes and Development, LLC – 1808 N 15th Street

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 7, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-2-22 Aspen Homes and Development, LLC – 1808 N 15th Street, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 4th day of October, 2022.

Randall R. Adams, City Attorney

CITY OF COEUR D' ALENE
ANNEXATION LEGAL

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

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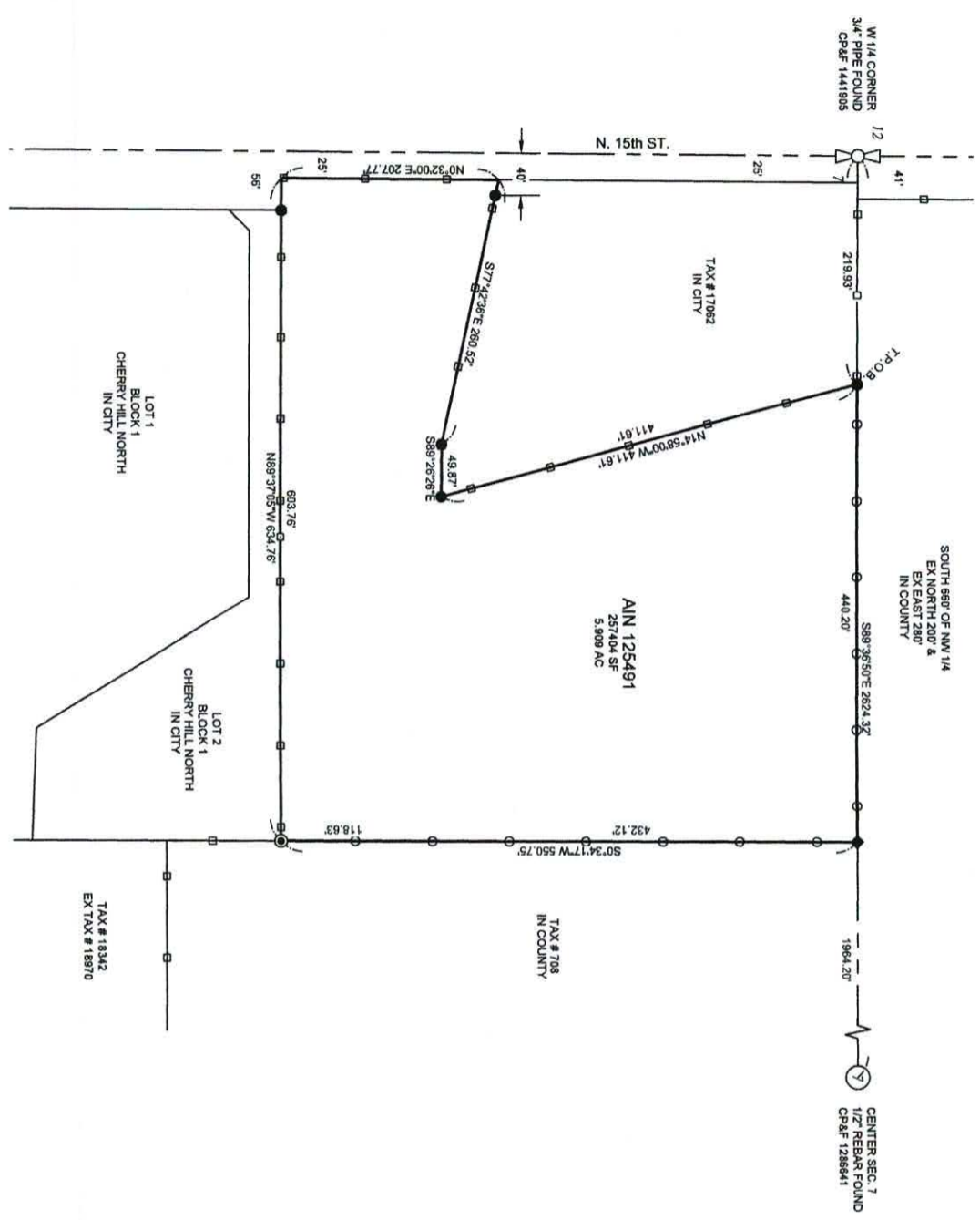


RECORD OF SURVEY

CITY OF COEUR D'ALENE ORDINANCE # _____
 A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 50 N., RANGE 3 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



Exhibit "A"



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- FOUND 1/2" REBAR AND PLASTIC CAP MARKED LUB
- FOUND 5/8" REBAR AND PLASTIC CAP PLS 4194
- ⊙ CENTER SECTION CORNER AS NOTED
- ⊙ E-W 1/4 SECTION CORNER AS NOTED
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RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____ 20__ AT _____ M. AND DULY RECORDED IN BOOK _____ OF SURVEYS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF JOHNSON SURVEYING.

 KOOTENAI COUNTY CLERK BY _____ DEPUTY CLERK

FEE: _____

SURVEYOR'S CERTIFICATE

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CHAD J. JOHNSON PLS 9387 DATE _____

RECORD OF SURVEY

CITY OF COEUR D'ALENE ORDINANCE # _____
 A PORTION OF THE NW 1/4 OF THE SW 1/4 OF
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 12-15-2021 DRAFTED BY: DTL PLOT DATE: 4-06-2022 SHEET 1 OF 1
 CHECKED BY: CJJ PROJECT NO.: 21-329

P.O. Box 2544 Post Falls, ID 83877
 208-689-2531
 johnsonsurveying.com



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SHOW ANNEXATION AREA INTO THE CITY OF COEUR D'ALENE ALL SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON. MEASUREMENTS TO ALL FOUND MONUMENTS ARE AS SHOWN.

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City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 09-28-22

From: Lucas Pichette, Deputy Chief

Re: Self Contained Breathing Apparatus (SCBA)/Agreement with NPPGOV

DECISION POINT: To enter into an agreement with NPPGOV to purchase SCBA's.

HISTORY: Currently we have Scott SCBA's purchased in 2007. The Fire Department has finished an evaluation period on three different SCBA companies. After an extensive evaluation this group determined MSA to fit the needs of our Fire Department.

FINANCIAL ANALYSIS: This agreement allows us to select the best equipment to fit our specific needs. Additionally, NPPGOV pricing provides the best current pricing available. The purchase price for 65 SCBA packs and 80 masks with all components is 610,700.72.

PERFORMANCE ANALYSIS: Due to the nature of the equipment and its specific needs this agreement allows the Fire Department to evaluate and select the best equipment for our needs.

DECISION POINT/RECOMMENDATION: Approval to purchase SCBA's out of the budget using NPPGOV.

RESOLUTION NO. 22-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE USE OF THE COOPERATIVE PURCHASING PROGRAM OF NATIONAL PURCHASING PARTNERS (NPPGov), FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR THE FIRE DEPARTMENT.

WHEREAS, the Fire Department has negotiated a contract with LN Curtis, Inc., through the cooperative purchasing association NPPGov, for the purchase of sixty-five (65) Self-contained breathing apparatus and eighty (80) masks, as set forth in an invoice marked as Exhibit "A" attached hereto and by this reference made a part hereof, and has accepted delivery thereof.

NOW, THEREFORE,

BE IT RESOLVED that the City Council hereby approves the use of cooperative purchasing association NPPGov, for the purchase of sixty-five (65) Self-contained breathing apparatus and eighty (80) masks, from LN Curtis, Inc., in the amount of Six-hundred ten thousand Seven hundred and 72/100 Dollars (\$610,700.72).

BE IT FURTHER RESOLVED by the Mayor and City Council that the City approves the contract with LN Curtis, Inc., in the amount of Six-hundred ten thousand Seven hundred and 72/100 Dollars (\$610,700.72) for the purchase of a sixty-five (65) Self-contained breathing apparatus and eighty (80) masks, as set forth in the invoice dated 7-29-22, a copy of which is marked Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby ratify the purchase of the sixty-five (65) Self-contained breathing apparatus and eighty (80) masks, from LN Curtis, Inc., through the cooperative purchasing program NPPGov, and authorize payment to LN Curtis, Inc., in the amount of Six hundred ten thousand Seven hundred and 72/100 Dollars (\$610,700.72).

DATED this 4th day of October, 2022.

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 _____.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.


THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

Date: October 4, 2022

To: Mayor Hammond and the City Council

From: Troy Tymesen, City Administrator

Re: Coeur d'Alene Police Association Agreement, 2022-2025

Decision Point: Should City Council approve the proposed negotiated Coeur d'Alene Police Association Agreement, establishing compensation and benefits over a three-year contract, 2022-2025?

History: The Agreement shall be applicable to the Police Association represented classifications for a term commencing October 1, 2022, and ending September 30, 2025. All prior resolutions and agreements between the City and the Police Association will no longer be applicable.

Financial: The following are the significant highlights regarding the negotiated contract:

- 3-year contract;
- 8% cost of living adjustment (COLA) increase in year one, 4.5% COLA in year two, and 2.5% COLA in year three for sworn officers; 5% COLA in year one, 2.5% COLA in year two, and 2.5% COLA in year three for non-sworn members;
- Establishes criteria for crediting lateral hires for service time, and applies service time adjustments to all prior lateral hires as of October 1, 2022;
- Adjusts the service time increase schedule for Non-sworn members;
- Clarifies Sick Leave Bank and Bereavement Leave eligibility to include cohabiting domestic partners;
- Provides for purchase of excess vacation leave to be placed in a tax-deferred investment vehicle chosen by the member, and provides for minimum vacation use for eligibility;
- Provides that holiday pay for sworn officers shall be paid in the month in which it is accrued;
- Includes Association representation in the hiring process for the Police Chief;
- Adjusts the Military Leave Benefit and clarifies the rules pertaining thereto;
- Clarifies the notice required for a change in an employee's work schedule; and
- Clarifies the procedure for personnel and internal investigations.

Performance Analysis: The proposed contract with the Police Association was negotiated in good faith with the City, and the compensation and benefits included will provide a competitive package for those represented by the Association.

Decision Point/Recommendation: City Council should approve the proposed negotiated Coeur d'Alene Police Association Agreement, establishing compensation and benefits for a three-year contract term.

RESOLUTION NO. 22-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION (POA).

WHEREAS, the City Administrator and Human Resources Director have recommended that the City of Coeur d'Alene enter into a Collective Bargaining Agreement with the Coeur d'Alene Police Association, pursuant to the terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Collective Bargaining Agreement with the Coeur d'Alene Police Association, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference.

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

DATED this 4th day of October, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

Collective Bargaining Agreement

October 1, 2022 → September 30, 2025



City of
Coeur d'Alene



Police
Association

Table of Contents

Article 1.	Recognition	Article 18.	Injury Leave
Article 2.	Non-Discrimination	Article 19.	Medical Insurance
Article 3.	Maintenance of Benefits	Article 20.	Dental Insurance
Article 4.	Rules and Regulations	Article 21.	Life and Disability Insurance
Article 5.	Association Business	Article 22.	Selection Procedure
Article 6.	Management Rights	Article 23.	Specialty Compensation
Article 7.	Grievance and Personnel Investigation Procedure	Article 24.	Military Leave
Article 8.	Wages	Article 25.	Pre-Employment Investigations
Article 9.	Sick Leave	Article 26.	Work Schedule
Article 10.	Bereavement Leave	Article 27.	Working Out of Classification
Article 11.	Vacation	Article 28.	Seniority
Article 12.	Holidays	Article 29.	Tuition Reimbursement Program
Article 13.	Overtime	Article 30.	Expense Reimbursement
Article 14.	Standby Duty	Article 31.	Severability
Article 15.	Availability/On-Call Pay	Article 32.	Survivor's Benefit
Article 16.	Court Time	Article 33.	Personnel Reduction
Article 17.	Shift Differential	Article 34.	Term of Agreement

CITY OF COEUR D’ALENE

and the

COEUR D’ALENE POLICE ASSOCIATION

PREAMBLE

This Agreement is made and entered into this ____ **day of** _____, **2022**, by and between the **City of Coeur d’Alene**, hereinafter known as the **City**, and the **Coeur d’Alene Police Association**, hereinafter known as the **Association**. The terms and conditions of the Agreement shall be applicable to all represented employees for a term commencing **October 1, 2022, and ending September 30, 2025**, except as specifically provided hereinafter; **PROVIDED, HOWEVER**, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

ARTICLE 1
RECOGNITION

SECTION 1. The City recognizes the Association as the sole and exclusive bargaining representative for all benefited full-time and part-time employees in Employee Unit 1, as defined by Municipal Code Section 2.62.040A, subject to the provisions of Sections 2.62.050, 2.62.060 and 2.62.070. Classifications included in Employee Unit 1, effective October 1, 2022, are as follows:

Classification Titles (Sworn-Officers)

- Lieutenant
- Sergeant
- Police Officer
- Police Officer Recruit

Classification Titles (Non-Sworn)

	Grade
IT Systems Analyst Coordinator	15
IT Applications Analyst	11
Records Supervisor	12
Crime Analyst-Intervention Specialist	12
Executive Assistant	11
Civilian Investigative Specialist	11
Code Enforcement Officer	11
Property Evidence Specialist	11
Crime Victim Advocate	10
Fleet Management & Supply Specialist	10
Administrative Assistant	10
Animal Control Officer	10
Records Specialist	9

(non-sworn positions are leveled within the City-wide Pay Scale)

SECTION 2. The City and the Association shall bargain in good faith pursuant to the provisions of Coeur d'Alene Municipal Code Section 2.62.080 and agree to be bound by the same.

ARTICLE 2
NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate in any way against any City employee or applicant for City employment due to race, color, religion, gender, age, disability, sexual orientation, gender identity, veteran status, national origin or any other applicable legally protected status.

ARTICLE 3
MAINTENANCE OF BENEFITS

Unless otherwise specifically changed or modified by this Agreement, prevailing benefits existing from previous written agreements, between the parties and approved by the Council shall be maintained at current levels.

ARTICLE 4
RULES AND REGULATIONS

SECTION 1. Except where the rules, regulations and procedures are amended herein, it is agreed that all employees shall comply fully with the City Personnel Rules and all departmental rules, regulations, and operating procedures.

SECTION 2. The City shall inform the Association of any proposed changes to the City Personnel Rules and Regulations at least ten (10) working days prior to consideration of such rule changes.

ARTICLE 5
ASSOCIATION BUSINESS

Police Department employees represented by the Association elected or appointed to Association offices shall be granted time off as specified herein with pay to perform their Association functions. Reasonable notice shall be given when requesting time off to perform Association functions; such notice shall be at least five (5) calendar days whenever possible. The City agrees to allow paid time off for this purpose up to a maximum of 200 total hours per fiscal year, with the exception of representation for internal investigations or during a bargaining year. During a bargaining year, the City agrees to allow paid time off for bargaining purposes up to a maximum of 500 hours. It is agreed that this benefit shall not be used if minimum-staffing requirements for the Department can't be maintained. All time off under this benefit must be approved in advance by the Association President as well as the Chief of Police. A tracking system shall be established and maintained which meets the approval of the Chief of Police.

ARTICLE 6
MANAGEMENT RIGHTS

The rights of the City include but are not limited to the right to manage the affairs of the City and to direct its working forces, the right to transfer personnel to meet the needs of the Department, the right to set standards of service and staffing levels, the right to hire and determine the procedures and standards for testing for and selection for employment and promotion, the right to discipline or discharge for proper cause, the right to lay-off for lack of work or funds, the right to make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these rights have been specifically abrogated by the terms of this Agreement. The City, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.

ARTICLE 7
GRIEVANCE AND PERSONNEL INVESTIGATION PROCEDURE

SECTION 1. It is agreed that any grievances arising from the administration of this Agreement shall be processed utilizing the City's grievance procedure, Personnel Rule 16, which is adopted herein by reference.

SECTION 2. Personnel and Internal investigations shall be conducted pursuant to Police Department policy. However, in the case of alleged misconduct involving harassment, discrimination, or retaliation, the Human Resources Director shall participate in the investigation pursuant to Personnel Rule 15. Otherwise, the Human Resources Director and the City Attorney may participate in any disciplinary proceeding arising from a personnel or internal investigation following completion of that investigation, including any mitigation meeting and pre-termination hearing.

ARTICLE 8
WAGES

SECTION 1. Cost of Living Increases: Effective October 1, 2022, the City will provide a Cost of Living Adjustment (COLA) increases according to the following schedule:

Sworn Officers:

1. October 1, 2022 - 8%
2. October 1, 2023 - 4.5%
3. October 1, 2024 - 2.5%

Non-sworn Members:

1. October 1, 2022 - 5%
2. October 1, 2023 - 2.5%
3. October 1, 2024 - 2.5%

ANNUAL REVIEW

The City and Association agree to meet and bargain in good faith to adjust the COLA increase in Section 1 above should the City be required to reduce personnel in order to have a balanced budget based on the projected revenues for that fiscal year. The request to meet shall be initiated by City Administration and based upon good faith information. Any revisions to the Agreement would be by mutual agreement and should the parties be unable to reach the same, the factfinding provision of Coeur d'Alene Municipal Code Section 2.62.080 would control a binding decision.

Additionally, an annual financial review discussion to be initiated by City Administration in July of each year of the contract whereby the parties will review the City's financial situation with a particular emphasis on what wage adjustments and medical cost increases can be funded based on the anticipated revenues, with and without tax levy increases. Any revisions to the contract would be by mutual agreement, and upon ratification by Association membership and the City Council.

SECTION 2. Sworn Officer Compensation Schedule (Appendix A): Notwithstanding any other provision of this Agreement, the parties agree that all full-time sworn employees shall be eligible for a service time increase based on the following schedule only if the employee receives an overall rating of "Average" or above on the performance evaluation.

1 Year	2 Years	3 Years	4 Years	5 Years
5% Increase	5% Increase	10% Increase	10% Increase	5.5% Increase or to maximum

Service time increases will occur as follows: five percent (5%) increase with average or above overall rating at 1 year; five (5%) percent increase with average or above overall rating at two years; ten percent (10%) increase with average or above overall rating at three years; ten percent (10%) increase with average or above overall rating at four years; five-and-a-half percent (5-1/2%) increase with average or above overall rating at five years or to maximum of classification. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

If a service time increase is not approved at the time the employee is eligible, the employee's service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least 12 months apart.

A newly hired officer who qualifies as a lateral hire shall receive compensation for previous experience with another law enforcement agency as follows:

1. The Program is open to individuals with previous sworn law enforcement experience with a state, county, or municipal law enforcement agency.

2. Each year of an individual's service with an agency of ninety (90) or more sworn members will equal one (1) year of service-eligible time with the Coeur d'Alene Police Department. Service time will be rounded to the nearest full year, with service time in excess of six (6) months being round up to the next full year.

3. Every two (2) years of service with an agency with fewer than ninety (90) sworn officers will equal one year of service-eligible time with the Coeur d'Alene Police Department. Service time will be rounded to the nearest full year. However, at the discretion of the Chief of Police, lateral officers from agencies with fewer than ninety (90) sworn officers may have service time applied at the 1:1 rate. The Chief of Police shall consider years of service, experience, certifications, training, and the like in exercising his/her discretion. Service time will be rounded to the nearest full year, with service time in excess of six (6) months being rounded up to the next full year. Rounding of service time shall not happen twice. For example, a lateral officer with five (5) years of service calculated at two-and-a-half (2-½) years equivalent service, then rounded down to two (2) years when applied to the pay scale-in this instance, any member with service time in excess of six (6) months shall be rounded up to the next full year in the pay scale.

4. The lateral officer service time calculations in paragraphs 2 and 3 above shall also be applied to all lateral officers hired prior to October 1, 2022, and any service adjustments made will be effective as of October 1, 2022.

5. The maximum amount of Coeur d'Alene Police Department service-eligible time for determining compensation for lateral officer service will be five (5) years.

6. After determining service-eligible time in paragraphs 2 and 3 above, the lateral hires starting pay will be applied in accordance with the sworn officer compensation schedule.

7. Lateral officers will receive an hourly wage equal to 5% above starting officer wages for every year of Coeur d'Alene Police Department service-eligible time, up to the maximum of 30%.

8. Lateral officers will proceed through the wage increase schedule as any other employee until maximum wage is reached.

9. Lateral officers will accrue vacation time consistent with their years of service-eligible time. Applicants with less than four (4) years of service-eligible time will accrue vacation at the minimum (8 hours of vacation per month). The maximum amount of Coeur d'Alene Police Department service-eligible time for determining lateral officer vacation time will be five (5) years.

SECTION 3: Sworn Officer Promotions: When promoted, employee will be placed at the minimum of the applicable rank (minimums are ten percent (10%) above the lower ranks maximum not including senior pay). Employee is eligible for a five percent (5%) increase after twelve (12) months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for five percent (5%) service time increases annually until employee reaches the maximum of the newly promoted rank.

Employees shall have the ability to purchase the badge associated with the rank they last held at the time of their promotion.

Employees who are promoted to the rank of Lieutenant agree to have their service assignments within the Department and the durations associated with the same delineated by the Chief of Police.

SECTION 4. Non-Sworn Compensation Schedule (Appendix B): Notwithstanding any other provision of this Agreement, the parties agree that all full-time employees shall be eligible for a service time increase based on the following schedule only if the employee has received an overall rating of “Average” or above on the performance evaluation. Approved increases will be based on an overall rating determined by the supervisor considering the various rating factors and giving appropriate weight to each factor.

1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase or to maximum

Service time increases will occur as follows: five percent (5%) increase with average or above overall rating at 1 year; five percent (5%) increase with average or above overall rating at two years; five percent (5%) increase with average or above overall rating at three years; five percent (5%) increase with average or above overall rating at four years; five percent (5%) increase with average or above overall rating at five years; two point five percent (2.5%) with average or above overall rating at six years; two point five percent (2.5%) increase with average or above overall rating at seven years; two point five percent (2.5%) with average or above overall rating at eight years; two point five percent (2.5%) increase with average or above overall rating at nine years or to maximum of classification.

If a service time increase is not approved at the time the employee is eligible, the employee’s service time dates will be adjusted accordingly once employee is approved for the increase. Service time increases must be at least twelve (12) months apart.

Based on the approved BDPA classification/compensation study, the below positions have been reallocated. However, employees currently in these classifications and hired prior to October 1, 2018, are grandfathered in at their current pay grade. When a vacancy occurs within a classification, the City will re-hire at the below listed updated pay grade.

Classifications reallocated to a lower pay grade are as follows:

- Crime Analysis/Intervention Specialist: Pay Grade 12
- Property Evidence Specialist: Pay Grade 11
- Civilian Investigative Specialist: Pay Grade 11
- Animal Control Officer: Pay Grade 10

SECTION 5: Non-Sworn Promotions: When promoted, the employee will receive an immediate ten percent (10%) increase based on their current wage and are eligible for a five percent (5%) increase or to the maximum wage of the classification, after twelve (12) months with an overall average or above evaluation signed by the Chief of Police. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for service time increases as outlined above in Article V, Section 4, until compensation equals service time.

For purposes of this section, the terms eligibility service time credit, years of service, and eligible service time, are defined as the total number of years employed full time by the City of Coeur d'Alene as a police department employee.

SECTION 6: Educational Increases: It is agreed that police department employees who earn degrees from accredited colleges shall be paid an additional amount based upon the following schedule.

- Associate degree: \$ 0.19/hour
- Bachelor's degree: \$ 0.37/hour
- Master's degree: \$ 0.47/hour

SECTION 7: Senior Pay/Specialty Assignment Increases: It is agreed that a sworn officer, in addition to their regular duties, agrees to train for and participate in, supervise and manage specialty assignments. With eligibility, the sworn officer will be eligible to receive a five percent (5%) increase after meeting and maintaining the following criteria provided they are an active member not on probation or a performance improvement plan. Eligibility will also require past participation (regardless of rank) and/or management for Supervisors (of at least 12 consecutive months) in two of any of the specialties below. The method of tracking participation in the Senior Pay program is to be determined by the Chief of Police or designee.

Any officer who is selected to participate in a specialty assignment will be on a six (6) month probationary period. During the six-month probationary period and at any point of the assignment, removal of assignment will be at the discretion of the Chief of Police. Additionally, officers must maintain a minimum of average or above on all performance evaluations to remain eligible.

Employees who desire to participate in specialty assignments recognize that their primary duty is to serve the community as a law enforcement officer. Participation in specialties above and beyond an officer's primary duty is allowable at the discretion of the Chief of Police and may change depending upon the needs of the City and Department. Participation in a specialty assignment is not to be construed as creating a property right within the position held. Any member who is permitted to be selected to participate in a specialty assignment recognizes he/she may be removed from the assignment based upon performance issues, fit or the discretion of the Chief of Police or designee.

The sworn officer requesting eligibility shall provide the necessary documentation to the Chief of Police, or designee, for review to determine eligibility. The Chief of Police, or designee, shall forward the approval to Human Resources within ten (10) business days upon receipt of written

documentation from the officer, and the wage increase implementation shall be effective at the beginning of the following month following the Chief's approval date.

From the onset of eligibility for Police Officer, Sergeant and Lieutenant, all officers must continue to pass the physical fitness standard three (3) out of every five (5) years with a minimum of twelve (12) months between testing. Department will offer quarterly testing with a report generated by the Department and submitted to Human Resources.

A. Senior Police Officer:

1. Five (5) years of service as a City of Coeur d'Alene Police Officer (lateral program eligibility established from Section 2 above will count towards service time for lateral hires).
2. Intermediate P.O.S.T. Certification.
3. Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.
4. Past participation (for 12 consecutive months) in two of the below specialty assignments.
5. Current member maintaining specialty position assignment for a minimum of 12 consecutive months before eligibility for any of the below specialty positions.

Specialty Positions:

- a. Detectives
- b. School Resource Officer (SRO)
- c. K-9 (assigned as a handler)
- d. FTO (instruct two officers per year)
- e. S.W.A.T. (assigned to the team in a fully deployable capacity)
- f. Special Intervention & Response (current membership does not meet requirement, only past or concurrent membership)
- g. Drug Recognition Expert (must maintain minimum number of evaluations to maintain certification)
- h. Motor Officer (must deploy on a motorcycle and have successfully completed training)
- i. Tactical Flight Officer (current member in good standing and instruct one flight per month during operating season)
- j. Honor Guard (must attend 75% of details)
- k. Public Information Officer
- l. Phlebotomy (must maintain minimum number of draws per State standard to maintain certification)
- m. Explorer Advisor (must assist with 12 events/trainings per year)
- n. P.O.S.T. Instructor (low liability – must conduct 12 hours of training per year)
- o. P.O.S.T. Instructor (high liability – must maintain certification)
- p. Crisis Negotiation Team (current member with attendance at 75% of callouts)
- q. Community Action Team (current member)
- r. Firearms Instructor (must maintain certification a required by P.O.S.T)

B. Senior Sergeant and Lieutenant:

1. Two (2) consecutive years in each rank as a City of Coeur d'Alene Sergeant and a City of Coeur d'Alene Lieutenant.
2. Intermediate or Supervisory P.O.S.T. Certification.

3. Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.
4. Past participation (at any rank) and/or management (for 12 consecutive months) in two of the below specialty assignments.
5. Currently managing, supervising and participating for a minimum of 12 months in any of the following specialty positions.

Specialty Positions:

- a. Detectives
- b. School Resource Officer (SRO)
- c. K-9 (assigned as a handler)
- d. FTO (instruct two officers per year)
- e. S.W.A.T. (assigned to the team in a fully deployable capacity)
- f. Special Intervention & Response (membership alone does not meet requirement, must manage and supervise the team)
- g. Motor Officer (membership alone does not meet requirement, must manage and supervise the team)
- h. Honor Guard (must attend 75% of details)
- i. Community Action Team (current member)
- j. Firearms Instructor
- k. Other specialty positions may be approved by the Chief of Police and City Administrator on a case by case basis.

Additionally, the Sergeant and Lieutenant must currently participate in a minimum of twenty (20) hours per year in any of the following leadership activities:

LEADERSHIP LIST

Qualifying Community Support/Leadership Activities

- Membership and regular attendance in a Service Club (e.g., Kiwanis, Toastmasters, Rotary, etc.)
- Leadership of an accredited Youth Development (e.g., Boy/Girls Club, Boy/Girl Scouts, etc.)
- Elected member of the Coeur d'Alene Police Association Executive Board
- Board Membership or participation with a Community Agency (e.g., School Board, Cooperative Board, NIC)
- Other Leadership roles/activities requested in writing may be approved by the Chief of Police and City Administrator on a case by case basis.

In the event that a sworn officer receiving the senior pay receives a performance evaluation with an overall below average rating, the senior pay will be discontinued and only reinstated after an average overall or above performance evaluation is re-established and maintained for twelve (12) consecutive months. If an employee is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once an average or above performance evaluation is established at the end of disciplinary probation and maintained for an additional twelve (12) consecutive months after coming off of disciplinary probation. Eligibility for reinstatement is determined by the department and submitted to Human Resources for wage increase implementation using the first day of the beginning of the next pay period following the Chief's, or

his/her designee's, approval date. Assignment of staff and training approval is at the discretion of management and will continue to be based on current practice and available funding.

ARTICLE 9
SICK LEAVE

It is agreed that the sick leave policy, as contained in Rule 11, Section 4, of the Personnel Rules applies with the following additions:

- A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave.
- B. Upon reaching 720 hours of accrued sick leave, each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated 720 hours sick leave shall be paid for thirty-three and one-third percent (33 1/3%) of the excess leave forfeited on October 1 each year, and such payment shall be made in November. Rate of pay will be based on the employee's assignment on September 30th of the given year. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the separation of employment of an employee due to that employee's job being abolished or the death of the employee, he/she or their beneficiary shall be paid for 41% of the employee's accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual.

- C. Once an employee has selected one of the above options, that selection may not be changed.
- D. No sick or vacation leave shall be accrued after sixty (60) consecutive calendar days of absence.
- E. Sick Leave and use of the Sick Leave Bank may be authorized for use by the member or for the member to care for the member's "Immediate Family," which shall be defined as a parent, child, spouse, or cohabitating domestic partner (as verified by an approved affidavit), in the event of an injury, surgery, illness, or other debilitating condition that requires the member's presence. "Child" is defined as the biological, adopted, foster, or stepchild, legal ward, or a child of an individual acting in the parent's stead who is under the age of eighteen (18) or who is a dependent under the Internal Revenue Code or related regulations.

ARTICLE 10
BEREAVEMENT LEAVE

SECTION 1. In the event of a death in the immediate family of any represented employee or a possibility thereof, up to 53.35 hours of paid leave of absence shall be granted to employees whose scheduled workday is 10 hours and 40 minutes at the time of death. All other represented employees shall be granted up to 40 hours of paid leave of absence. This equates to the maximum of five (5) scheduled work days and hours will be pro-rated for part-time employees

SECTION 2. “Immediate family” is defined as a spouse, cohabitating domestic partner (as verified by an affidavit in the form provided by Human Resources), child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either a spouse or cohabitating domestic partner. “Child” is defined as the biological, adopted, foster, or stepchild, legal ward, or a child of an individual acting in the parent’s stead who is under the age of eighteen (18) or who is a dependent under the Internal Revenue Code or related regulations.

SECTION 3. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable Personnel Rules and leave policies. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be used and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE 11
VACATION

It is agreed that the vacation leave policy as contained in Rule 11, Section 3, of the Personnel Rules applies, and is set forth in part as follows:

- First through third year of service: Eight (8) hours for each month of service.
- Fourth through fifth year of service: Twelve (12) hours for each month of service.
- Sixth through tenth year of service: Sixteen (16) hours for each month of service.
- After ten (10) or more years of service: Twenty (20) hours for each month of service.

A. The Maximum accumulation of vacation will not exceed three hundred sixty (360) hours. Any employee who has accumulated vacation leave in excess of this amount as of October 1 each year shall receive eighty percent (80%) of the value of unused hours in excess of three hundred sixty (360) which amount shall be placed into a tax-deferred investment vehicle chosen by the member. Members must use two hundred (200) hours of vacation per calendar year to be eligible for this payment.

B. If an employee is on vacation and becomes ill, the employee may report in sick and claim sick leave for the days the employee is ill. An employee claiming sick leave while scheduled to be on vacation shall provide proof of illness for each of the days for which sick leave is taken. Vacation shall not be charged against that employee’s accrued vacation time for the days taken as

sick leave. Proof of illness shall be established by a written note from a medical professional. This article is not intended to prohibit an employee from using vacation time for an extended illness once the employee's sick leave has been exhausted.

C. No vacation leave shall be accrued after sixty (60) consecutive calendar days of absence.

ARTICLE 12 HOLIDAYS

SECTION 1. It is agreed that the holiday policy as contained in Rule 11, Section 10 of the Personnel Rules applies except as provided herein.

SECTION 2. All Association members shall receive 8 hours of holiday pay for each of the following holidays:

1. Veteran's Day
2. Thanksgiving Day
3. The day following Thanksgiving
4. December 24th
5. Christmas Day
6. New Year's Day
7. Martin Luther King, Jr. Day
8. President's Day
9. Memorial Day
10. Independence Day
11. Labor Day

If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed.

SECTION 3. It is agreed that all holiday pay for sworn officers shall be paid in the month in which it is accrued.

Such holiday pay shall be paid at double the employee's base hourly rate of pay for eighty-eight (88) hours whether or not the employee worked the holiday. Employees in a leave without pay status at the time of the holiday are not eligible for holiday pay.

At no time, regardless of the circumstances, shall an employee receive more than three-and-one-half (3-1/2) times their hourly pay for any given holiday.

SECTION 4. All sworn personnel subject to this Agreement who are assigned to a Division that is not scheduled for a 10 hour and 40 minute workday nor assigned to the traffic unit will have two options available for Holiday compensation.

One option will be chosen by the sworn officer upon assignment and will not change until assigned to a 10 hour and 40 minute workday, traffic unit or promotion within the Division. If no option is selected by that date, it will default to Option A and may not be changed while that employee is still assigned to the Division, unless the employee is promoted. At no time, regardless of

option selected, shall an employee receive more than three and one half (3 ½) times their hourly pay for any given holiday.

Option A) Sworn personnel electing this option will receive the following specialty compensation in addition to their base wage.

- Investigation personnel: \$3.00 per hour;
- School Resource Officers: \$2.35 per hour.

The specialty compensation shall not be paid to employees on worker's compensation or employees on extended sick leave in excess of fifteen (15) days.

NOT SCHEDULED TO WORK THE HOLIDAY:

Personnel will take the observed holiday off and employee receive straight time pay for eight (8) hours (Holiday Not Worked).

If the observed holiday falls on a regularly scheduled workday, hours are recorded per the following example:

Observed holiday is on a Monday and Employee's Regular Schedule is ten (10) hours per day on Monday through Thursday, the time record will show:

- Eight (8) hours – Holiday Not Worked recorded on the observed holiday (Monday) + Two (2) hours – Either Regular hours (if the 2 hours are worked) or vacation/comp Leave* (if no hours are worked)
- Ten (10) hours – Tuesday through Thursday, Regular hours if worked or approved leave accordingly.

Result: Forty (40) hours total for the work week.

If the observed holiday falls on a regularly non-scheduled workday, to avoid overtime, the employee will be scheduled another day off within the same work period (Sunday through Saturday) and hours are recorded per the following example:

Observed holiday is on a Monday and Employee's Regular schedule is ten (10) hours per day on Tuesday through Friday. The employee is scheduled off on Tuesday. The time record will show:

- Eight (8) hours – Holiday Not Worked recorded on the observed holiday (Monday) +
- Two (2) hours – Either Regular hours (if the two hours are worked) or vacation/comp Leave* (if no hours are worked)
- No hours are recorded for Tuesday since it would be scheduled off
- Ten (10) hours – Wednesday through Friday, Regular hours if worked or approved leave accordingly.

Result: Forty (40) hours total for the work week.

Members may not change work schedules without approval from the division Captain during holiday weeks or in the week immediately before or after the observed holiday.

SCHEDULED IN ADVANCE TO WORK THE HOLIDAY (Receives Holiday pay in a separate check in lieu of holiday not worked in regular pay check):

If an employee is scheduled in advance to work on a holiday, they will receive Holiday Pay in a separate check per Section 3 at double the employee's base hourly rate for up to eight hours for the holiday. Hours are recorded per the following examples:

Example 1: Employee's Regular schedule is during the weekdays Monday through Friday and the actual holiday to be worked is on Saturday, but is observed on the prior Friday. The time record will show:

- No hours are recorded for the Friday observed holiday (Instead employee will be receiving Holiday pay per Section 3)
- Overtime paid on all hours worked on Saturday (non-scheduled day)

Example 2: Employee's Regular schedule is ten (10) hours per day on Monday through Thursday and Monday is the observed holiday to be worked. The time record will show:

- No hours are recorded for Monday (Instead employee is receiving Holiday pay per Section 3 for Monday.)
- Straight time is paid for the first 10 hours worked and overtime is paid for any additional hours worked on Monday (scheduled work day)

Example 3: Employee's Regular schedule is ten (10) hours per day on Tuesday through Friday and Monday is the observed holiday to be worked. The time record will show:

- No hours are recorded for Monday (Instead employee receives Holiday pay per Section 3 for Monday).
- Overtime paid on all hours worked on Monday (non-scheduled day)

The above examples are for illustrative purposes to demonstrate the methodology used based on the current work schedule and are not intended to prohibit alternative work schedules. In the event that an employee is assigned to an alternative work schedule the same methodology in determining how the holiday will be paid will be applied to that work schedule.

CALLED IN TO WORK ON A HOLIDAY DUE TO NECESSITY (Observed holiday or actual holiday that lands on the weekend):

The employee receives straight time pay for eight (8) hours (Holiday Not Worked) on the observed holiday plus double time for all hours actually worked on the observed or actual holiday.

The intent is that an employee electing this option will be paid holiday pay for eight hours per day for eleven holidays during one fiscal year, for a maximum of eighty-eight (88) hours for the fiscal. Employees that work a flexible schedule with a regular work day that is greater than eight (8) hours may elect to either work or use accrued leave to make up the difference between the eight (8) hours pay received for a holiday and the established flexible work day.

Option B) Sworn personnel who choose this option will be compensated in the same manner as the sworn personnel in Section 3 and will receive holiday pay in a separate check per Section 3 at double the employee's base hourly rate for up to eight hours per holiday. Personnel will have the ability to flex their work schedule to have the observed holiday off, but shall work a 40-hour work week. The pay is not intended to hinder a vacation or comp-time leave request and the employee may request leave time off subject to their supervisor's approval.

SECTION 4. If a non-sworn member is scheduled in advance to work holidays, they shall be paid in the same pay period as the observed Holiday at double the employee's base rate of pay for a maximum of eight (8) hours. Any hours worked greater than eight (8) hours shall be paid at one-and-one-half times the hourly rate. Non-sworn members may be required to work the 4th of July.

Non-sworn members will take a holiday off if the holiday falls on a scheduled workday and receive straight time pay for eight (8) hours (Holiday Not Worked). Should the observed holiday fall on a non-scheduled day, the employee receives straight time pay for eight (8) hours (Holiday Not Worked) for the observed holiday and to avoid overtime, is scheduled another day off within the same work period (Sunday through Saturday).

ARTICLE 13 OVERTIME

SECTION 1. It is agreed that all overtime shall be paid at one-and-one-half times the hourly rate based on an established work period. All overtime requires supervisor approval prior to working overtime hours.

SECTION 2. Definitions:

A. Designated work period: The agreed upon work period for all full-time sworn police officers is based upon a twenty-eight (28) day work period and is an average of forty (40) hours per week. The FLSA work cycle shall be a 28-day cycle beginning October 1, 2018.

B. Work Schedule: The work schedules may be five days working-four days off, five days working-four days off, five days working-five days off; five (5), eight (8) hour days with two (2) consecutive days off; or four (4) ten (10) hour days with three (3) consecutive days off. The Chief of Police, or designee, will determine the work schedule to be worked based on the needs of the Department.

It is further agreed that employees who are scheduled to work two consecutive shifts when transferring from Graveyard to Day shift shall be paid at the appropriate overtime pay rate for the second shift.

C. Designated work week: All non-sworn full-time employees will work forty (40) hours per week with consecutive days off. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day.

The designated work week shall consist of seven consecutive days beginning on Sunday and ending on Saturday at midnight. Any additional hours in a work week shall require the supervisor's approval and will be overtime.

SECTION 3. It is agreed that when an employee is required to report to work on a regularly scheduled day off or when off-duty on a scheduled work day a minimum of three hours pay at overtime/comp time rates shall be paid. However, if the employee is called out within three (3) hours

of their regular start time, only the time worked up to the start time will be paid at an overtime rate. Example: The employee is called out at 5 a.m. and the regular start time is 7 a.m., only two (2) hours of overtime will be paid.

SECTION 4. With Management approval, employees may receive compensatory (comp) time off in lieu of overtime at a rate of time and one-half for each hour of overtime worked. Employees may not accrue more than 240 hours of comp time, except sworn officers who shall not accrue more than 480 hours of comp time. All hours of comp time worked beyond 240 hours must be paid overtime, however eligible police positions shall be paid overtime beyond 480 hours as set forth by the Fair Labor Standards Act (FLSA). Upon separation of employment, employees shall receive monetary compensation for accumulated comp time.

ARTICLE 14 STANDBY DUTY

It is agreed that when an employee is required by his/her department head or by subpoena to be on standby and available for immediate call back, such employee shall be compensated in the following way; every two (2) hours of required standby shall be compensated at a rate equal to one (1) hour of regular pay or compensatory time off. It is the employee's responsibility to notify his/her supervisor if standby time is requested because of a subpoena. Employees must document verification of being placed on standby by the court or prosecutor's office. Overtime requests without this verification for standby will not be accepted.

If an employee is placed on standby duty by the employee's supervisors related to a special event, the employee will receive one hour of regular pay or compensatory time for every two hours the employee is requested to be on standby. If the employee is called out, the employee will be compensated for their actual call out time at an overtime rate.

ARTICLE 15 AVAILABILITY/ON-CALL PAY

The Investigative Division Personnel shall be available and "on-call" on a rotational basis. The officers agree to be reachable and capable of responding within 45 minutes. The personnel shall include one supervisor and two detectives and shall be available after regular work hours from Monday at 5 p.m. until the following Monday at 7 a.m. The patrol supervisor or detective supervisor will assign on-call personnel.

It is agreed the personnel assigned to the Investigative Division designated as being "on-call" shall be compensated at \$4.25 per hour for each "on call" hour that falls outside of regular working hours. The total amount of "on call" hours for a given week cannot exceed 118 hours per person.

When a member is on-call and is "activated" to respond to an Investigations call-out, overtime or comp-time shall be paid at one-and-one-half (1-1/2) times the hourly rate. It is also agreed that when an employee is required to report to work on a regularly scheduled day off, a minimum of three (3) hours of pay at overtime or comp-time rates shall be paid. However, if an employee is called out within three hours of their regular start time, only the time worked up to the

start time will be paid at an overtime or comp-time rate. Callout availability/ on-call pay will not be paid for the hours that an employee is “activated” and performing investigative activities.

ARTICLE 16
COURT TIME

It is agreed that compensation for court time shall be in accordance with Article 13 of this Agreement. A minimum of three (3) hours at overtime rates shall be paid for employees required to be in court on a regularly scheduled day off or when off-duty on a scheduled workday, except when court duty begins less than two hours before scheduled duty hours.

Employees shall call in or check the prosecutor website, if applicable, the day before the scheduled court appearance to verify that their attendance is required.

If an employee is not called off the day before the scheduled court appearance, the employee shall be paid for three (3) hours at overtime rates.

ARTICLE 17
SHIFT DIFFERENTIAL

It is agreed that a shift differential shall be paid to those employees regularly assigned to work power or graveyard shifts. If temporarily assigned to work power or graveyard shifts for less than ten (10) consecutive scheduled shifts, no shift differential will be paid. Shift differential shall not be paid to employees on worker’s compensation or employees on extended sick leave in excess of fifteen (15) consecutive scheduled work days. Compensation is as follows: No shift differential shall be paid for any shift starting prior to 2 p.m.

- Shifts starting between 1400 - 2000: \$1.00 per hour
- Shifts starting between 2000 - 0300: \$2.25 per hour

ARTICLE 18
INJURY LEAVE

It is agreed that employees who suffer a service incurred injury or illness that are eligible for temporary time-loss payments under the Worker’s Compensation Law (Idaho Code Section 72-301) shall not have lost duty time deducted from his/her sick leave account for a period not to exceed one (1) year from the date of commencement. Any time-loss payments received by the employee as a result of worker's compensation shall be paid to the City as long as the employee is continuing to receive base wages. Should the employee continue to be unable to return to work after one (1) year from the date of injury, the City shall begin to charge the employee’s sick leave account the difference between his/her base wage and the amount of time loss payments received by the City; such payments shall be credited to the employee’s sick leave account until the sick leave is exhausted or the employee is released for return to work. Accrued vacation leave may be used at the employee’s discretion after sick leave is exhausted. It is further agreed that any employee participating in this program shall not receive accrued sick leave during their period of disability. The City may, at its option and expense, require that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy

of his medical findings and his opinion as to whether or not the employee is able to perform his or her normal work duties, what duties the employee is able or unable to perform, and, if the employee is unable to resume normal duties, a prognosis of when the employee may be expected to resume normal duties.

ARTICLE 19 MEDICAL INSURANCE

SECTION 1. The City agrees to provide a medical insurance program for the employee and eligible dependents. One hundred (100%) percent of the employee's medical insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of ten percent (10%) of the total employee selected medical insurance premium when including IRS eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

If dependent premium increase quotes from the insurance companies are greater than five percent (5%) over the previous year, the City will cover the initial five percent (5%), the employee will be responsible for the next two percent (2%) and if the premium is above seven percent (7%), the following will be implemented in an attempt to reduce the increase in premium cost in the following order:

1. The City is authorized to increase the medical plan co-pays at a rate not to exceed \$5.00 per visit each fiscal year.
2. If the co-pay increase for emergency room, doctor's visits or prescriptions are not sufficient to reduce the premium increase cost to the City to five percent (5%) or less, the employee shall also pay twenty-five percent (25%) of the premium net increase.
3. If this does not reduce the City's responsibility of the premium increase to five percent (5%) or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated" to review possible changes or alternate plans. The medical plan and the employee contribution amount will stay the same until completion of the Committee review.
4. Any savings in premiums greater than two percent (2%) of the previous year's premium will be reallocated through the Health Reimbursement Arrangement (HRA)/VEBA to all benefited full-time employees.

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and non-represented employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (1) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the City is five percent (5%) or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. The decision reached by majority vote will be implemented October 1st. If consensus is not reached or the Association does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other

- Accidental Death & Dismemberment Insurance, Employee Only \$50,000.00

SECTION 2. It is agreed that the City will provide disability insurance for employees which would provide a disabled employee sixty percent (60%) of base wage (as described per policy) until Social Security Normal Retirement Age after sixty (60) days of lost time. All accrued sick leave shall be used before insurance compensation begins. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wages after insurance compensation begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of one hundred percent (100%) of the employee's base wages. No vacation or sick leave shall accrue after sixty (60) consecutive calendar days of absence.

ARTICLE 22
SELECTION PROCEDURE

SECTION 1. New Hires: It is agreed that new hires shall be controlled by the appropriate provisions of the Personnel Rules.

SECTION 2. Promotions: It is agreed that any promotions shall be subject to a six (6) month probationary period.

SECTION 3. Transfers: It is agreed that all transfers within the Police Department will occur without the loss of seniority or accrued benefits to the affected employee as long as there is no break in continuous service time.

SECTION 4. Representation from the Association will be included in the hiring process for the Chief of Police classification. The Association representative shall be selected by the Association President. The Association representative shall be entitled to actively participate in the recruitment process determined by the CITY. The Association recognizes that the City Administrator is vested with the sole authority to hire a Chief of Police.

ARTICLE 23
SPECIALTY COMPENSATION

It is agreed an assigned Field Training Officer (FTO) shall be eligible for FTO pay when they are actively training a police officer. When the FTO is not actively training another police officer, they are not eligible for the specialty compensation. Only sworn police officers are eligible for this specialty compensation.

FTO pay: 7% above the current base hourly wage

It is agreed an assigned K9 officer shall receive the last hour (1 hour) of the scheduled work day for dog care.

ARTICLE 24
MILITARY LEAVE

Employees who serve in the National Guard or other Reserve component of the Armed Forces of the United States may request they be paid the difference between the employee's base wages and the compensation they receive while participating in required training under the following conditions:

1. The training must be required by the Reserve or Guard component that the employee is a member of and the employee must provide a copy of their official Orders to the police department and Human Resources as far in advance as possible. Official Orders shall be kept in the employee's official personnel file.
2. Employee must have completed at least twelve (12) months continuous employment with the City prior to being eligible for such leave.
3. Employee will not be eligible for compensation if the training is on off-duty days or is voluntary.
4. The paid benefit is limited to a total of one hundred (100) hours (pro-rated if less than full-time) of straight time compensation per calendar year subject to review and approval from the Chief of Police and the Human Resources Director. The paid benefit will not affect vacation or sick leave.
5. The paid benefit applies only to the employee's contractual days of obligation per military Orders and does not apply to travel time unless approved in advance by the Chief of Police.

The City adheres to all guidelines as stated in the provisions of Idaho Code Sections 46-216 and 46-224, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 25
PRE-EMPLOYMENT INVESTIGATIONS

It is agreed that any individual offered employment in any position within the Police Department must first undergo and successfully pass a complete background investigation.

ARTICLE 26
WORK SCHEDULE

SECTION 1. Full-time sworn officers, whose scheduled workday is 10 hours and 40 minutes: The work schedule can be prepared three (3) times per year and the three (3) shift rotations are as follows: October through January, February through May, and June through September. The schedule for the next shift rotation must be completed before the shift rotation begins.

Changes to work period and/or shift rotations will be necessary and it is always the goal to meet minimum staffing with the least amount of cost to the department and disruption to the employee's schedule. Changes may be made at any time if mutually agreed.

Once the work schedule is posted, Management may make changes in the work schedule as long as the change is made and the employee is notified seventy-two (72) hours prior to the work schedule change. No notice is required if an employee's hours are changed on a temporary or emergency basis if the posted work schedule is not changed. If the work schedule change is not completed seventy-two (72) hours prior, options regarding flextime, overtime or comp time are to be discussed with the officer and changes must be mutually agreed upon. Regardless of whether the work schedule change is Management driven or mutually agreed upon, any employee required to work on a scheduled day off (unless it is approved flextime in the same work period) or to extend beyond the end of his normally schedule shift shall be paid overtime or receive compensation time off in accordance with Personnel Rule 5, Section 4, or with Article 13 (Overtime) of this Agreement.

It is understood and agreed that employees may be scheduled to work more than their scheduled time during a work period as requested by a supervisor and/or in order to accommodate the three (3) department required shift rotations per year and shall receive overtime compensation for the additional scheduled hours worked.

If at shift rotation you are scheduled to work more than five (5) days in a row you will get overtime for everyday worked above five (5) that you are scheduled. For example, if you work eight (8) days in a row you will be paid for five (5) regular days and three (3) overtime days. However, if the employee uses vacation, comp or sick time during the transition from one shift rotation to the next, no overtime will be paid for those days. For example, if you are scheduled to work eight days in a row but you take two vacation days off on the 5th and 6th day, both days are paid at straight time and the 7th and 8th days worked, will be overtime days.

During a shift rotation change, you are not guaranteed a full four (4) or five (5) day break. So if you end your shift working five (5) days, then have one day off and come back for five (5) more days, you would not be compensated at an overtime rate for any of the days because the one day off would be considered your weekend/break.

It is also understood that an employee may request to adjust their scheduled days off upon the approval of the shift supervisor by flexing their hours worked. The day/days flexed will be within the same work period.

In addition, when an employee is released to light duty, the employee's work period or shift rotation will be adjusted and set by Management based on available duty.

SECTION 2. Employees may exchange shifts when first approved by the Lieutenant, Captain or Chief of Police.

ARTICLE 27
WORKING OUT OF CLASSIFICATION

SECTION 1. Any member who is temporarily assigned to accept the responsibility and carry out the duties of the next higher rank shall, beginning with the sixteenth (16th) consecutive working day when so assigned, be paid five percent (5%) above their current base wage for the duration of such assignment.

ARTICLE 28
SENIORITY

SECTION 1. For purposes of determining preferences for vacation scheduling, shift bidding, scheduled days off, and other purposes where, in the judgment of the Chief of Police, seniority should be utilized, the Chief of Police shall prepare a seniority list which shall rank employees based upon:

- A. Departmental Seniority: the total length of continuous service within the Coeur d'Alene Police Department;
 - a. When more than one new officer joins the Department within the same time period and those officers are required to attend the Basic Patrol Academy as part of the same class, seniority will be determined based upon their class ranking at the completion of the Academy;
 - b. If more than one lateral officer joins the Department on or near the same date, seniority will be determined by the total years of service credit based on the lateral officer program, Article 8, Section 2. If after that calculation is complete and the officers have the same seniority, they shall be ranked in the order an official offer of employment was extended and accepted.
- B. Classification Seniority: the total length of continuous service within the classification to which each employee is currently appointed.
- C. Shift bidding will be done in the order of department seniority as follows unless a different process is mutually agreed upon between the Police Association and Police Management: The order will start with the most senior officer/civilian investigative specialist and then proceed to the next senior officer/civilian investigative specialist once the previous officer/civilian investigative specialist has selected all shift rotations and days off for the entire year. There will be no mandated shift rotation with the exception of the following: Officers/civilian investigative specialist on probation or on disciplinary probation will have their shift rotations determined by a supervisor until they have successfully completed their probation period.

Shift bidding will be done in the order of Department seniority as follows (unless a different process is mutually agreed upon between the Police Chief and the Association):

- a. Patrol: The order will start with the most senior member/civilian investigative specialist and then proceed to the next senior member/investigative specialist in order until all available designated spots are filled.
- b. FTO/SWAT: The order will start with the most senior FTO/SWAT member and proceed to the next senior FTO/SWAT position until all available designated positions are filled.
- c. Officers/civilian investigative specialist on probation are subject to being assigned shifts at the discretion of Chief of Police, Captains or Lieutenants.

Changes to the schedule will be per ARTICLE 26 WORK SCHEDULE.

SECTION 2. "Continuous service" shall include all service with the City of Coeur d'Alene for which the employee has been in a full pay status, as a probationary or regular employee dating from the most recent month the employee was not so employed.

SECTION 3. This Article shall have no application for determining service credit for purposes of eligibility for promotional examination or service credit points as determined by the Personnel Rules.

ARTICLE 29 TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees, at the in-state tuition rates for public education institutions in Idaho, one hundred percent (100%) with an "A" or "B" grade and eighty (80%) with a "C" grade of the cost of tuition and/or registration fees for any approved courses, which are directly related to the employee's present position or expected promotional position, but which courses are not required by the City and are attended upon the employee's personal volition. The courses shall be approved for reimbursement by the Chief of Police thirty (30) days prior to the start of the course and forwarded to the Human Resources Director. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. If an employee voluntarily separates from the City's employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the City in full for the total amount of tuition reimbursement paid by the City to the employee.

The Police Department shall budget \$16,000 per fiscal year for the potential reimbursement of Police Department employees for this program. In the event the budgeted amount is not used by the end of the fiscal year, the remaining balance will be transferred to the police department's training budget as an addition to, not in lieu of, the department's training budget and shall be used for training during the following fiscal year.

ARTICLE 30 EXPENSE REIMBURSEMENT

The Department recognizes the need for its members to travel pursuant to performing the functions of their job, attending training and other activities associated with representing the

Department. In such instances, members will be reimbursed by the City for expenses incurred while on official travel. The member's allowable reimbursement will be associated with meals and incidental expenses. The rates associated with reimbursement will be tied to the Idaho State Board of Examiners. The rate for each of the foregoing categories (meals and incidental expenses) will be calculated in total based upon the duration and location of travel using established procedures delineated within the Idaho State Travel Policy and Procedure Guidelines. The member can elect to receive the total amount necessary for the entire duration of travel/training prior to initiating travel in the form of a check (which is not to be considered income in accordance with all IRS regulations governing the same, nor will the employee be required to return any unused amount). Any expenses incurred above and beyond the amount provided will be the responsibility of the member.

In the alternative, the Member can use his/her City P-card while travelling to pay for expenses associated with meals and incidentals. At the completion of the member's travel, the total amount incurred on the P-card will be compared to the total amount allowable as delineated above. Any amount in excess of the allowable GSA rates will be the responsibility of the member. This amount will be determined by simply comparing the total amount charged on the P-card with the total amount allowable under GSA guidelines. If the total amount on the member's P-card is less than the GSA allowable amount, the Member is not required to take further action. If the total amount on the member's P-card is more than what is allowable pursuant to the GSA, the member must reimburse the City for the difference.

ARTICLE 31 SEVERABILITY

If any article, or portion hereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement and all other provisions hereof shall continue in full force and effect.

ARTICLE 32 SURVIVORS BENEFIT

In the event a member of the Association dies during the course and scope of their employment, a Survivors Benefit in the amount of six (6) months' wages shall be payable to the descendant's named survivor. Further, to be eligible for this benefit, each member of the Association shall submit the provided survivor's designation form to the Human Resource Office within thirty (30) days of date of hire.

ARTICLE 33 PERSONNEL REDUCTION

Whenever it becomes necessary, through lack of work or funds, or for other good causes to reduce the workforce, the reduction shall be based on seniority (the most recent hire) within the given classification and shall include time served on military leave of absence. The name of the

employee laid off shall be placed at the head of the appropriate eligibility list in the order of total cumulative time served and shall have precedence for rehiring. A sworn officer must remain certifiable to be rehired. If the employee who was laid off fails to respond within fourteen (14) days to a registered letter indicating a position is available, the name is removed from the list.

In the event the reduction is in the Lieutenant or Sergeant classification, the effected employee shall have the option to move to the next lower open position rather than being laid off. At that point, the employee with the most recent hire date within the police officer classification shall be laid off. All subsequent personnel reduction must be handled in the aforementioned manner.

ARTICLE 34
TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of the first day of October, 2022, and shall remain in full force and effect until the 30th day of September 2025. If a new agreement has not been reached between the City and the Association upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

The terms and conditions set forth in this Agreement are hereby ratified and agreed upon this ____ day of _____, 2022.

CITY OF COEUR D’ALENE:

COEUR D’ALENE POLICE ASSOCIATION:

James Hammond, Mayor

, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Amy Niska, Secretary

DRAFT

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: October 4, 2022
FROM: Chris Bosley – City Engineer
SUBJECT: FY 2022 LHSIP Utility Hearing

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DECISION POINT:

Should Council require that the utility companies accommodate the Rectangular Rapid Flashing Beacon project, Key Number 22874, and relocate the utility facilities as required by the respective franchise agreements?

HISTORY:

Under the Local Highway Safety Improvement Program (LHSIP), the City was awarded \$560,593 through the Local Highway Technical Assistance Council (LHTAC) to provide safety improvements. The grant will fund pedestrian safety improvements and ADA compliance at several needed locations throughout the City. The Idaho Transportation Department requires the City to hold a Utility Hearing or obtain Utility Hearing Waivers from all utilities. In recent years, not all utility companies have been willing to sign a Utility Hearing Waiver, making Utility Hearings a requirement. Utilities were notified on August 26, 2022.

FINANCIAL ANALYSIS:

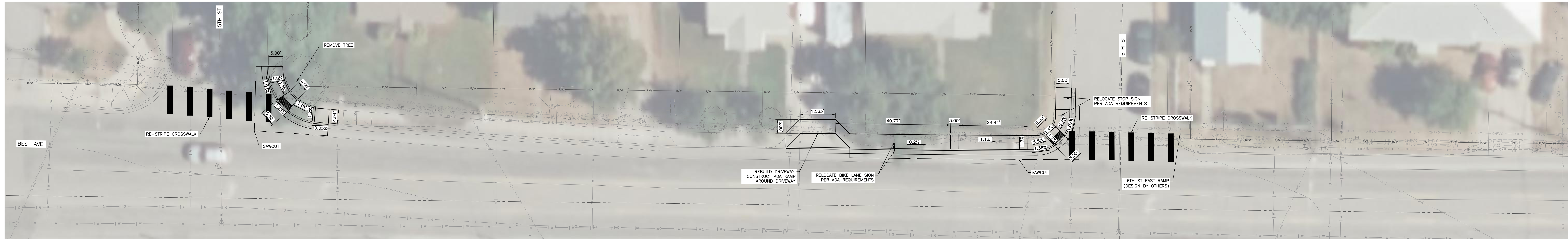
Utilities that are permitted within the right-of-way under a franchise utility agreement will be required to move their facilities at no cost to the City. Costs for other affected utilities to be adjusted and/or relocated, such as water meters and storm grates, which are expected to be minor, will be included in the project.

PERFORMANCE ANALYSIS:

Relocation of utility facilities will allow the project to advance to construction.

DECISION POINT/RECOMMENDATION:

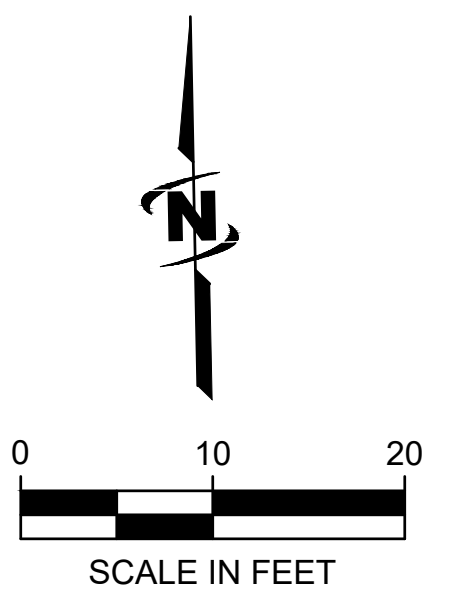
Council should require the utility companies to accommodate the Rectangular Rapid Flashing Beacon project, Key Number 22874, and relocate their utility facilities as required by the respective franchise agreements.



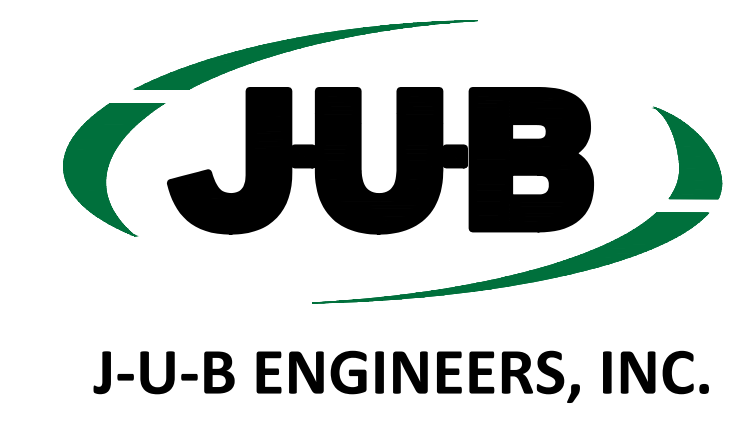
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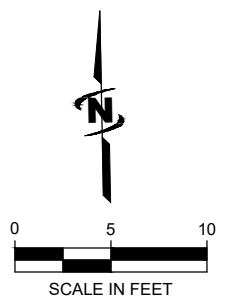
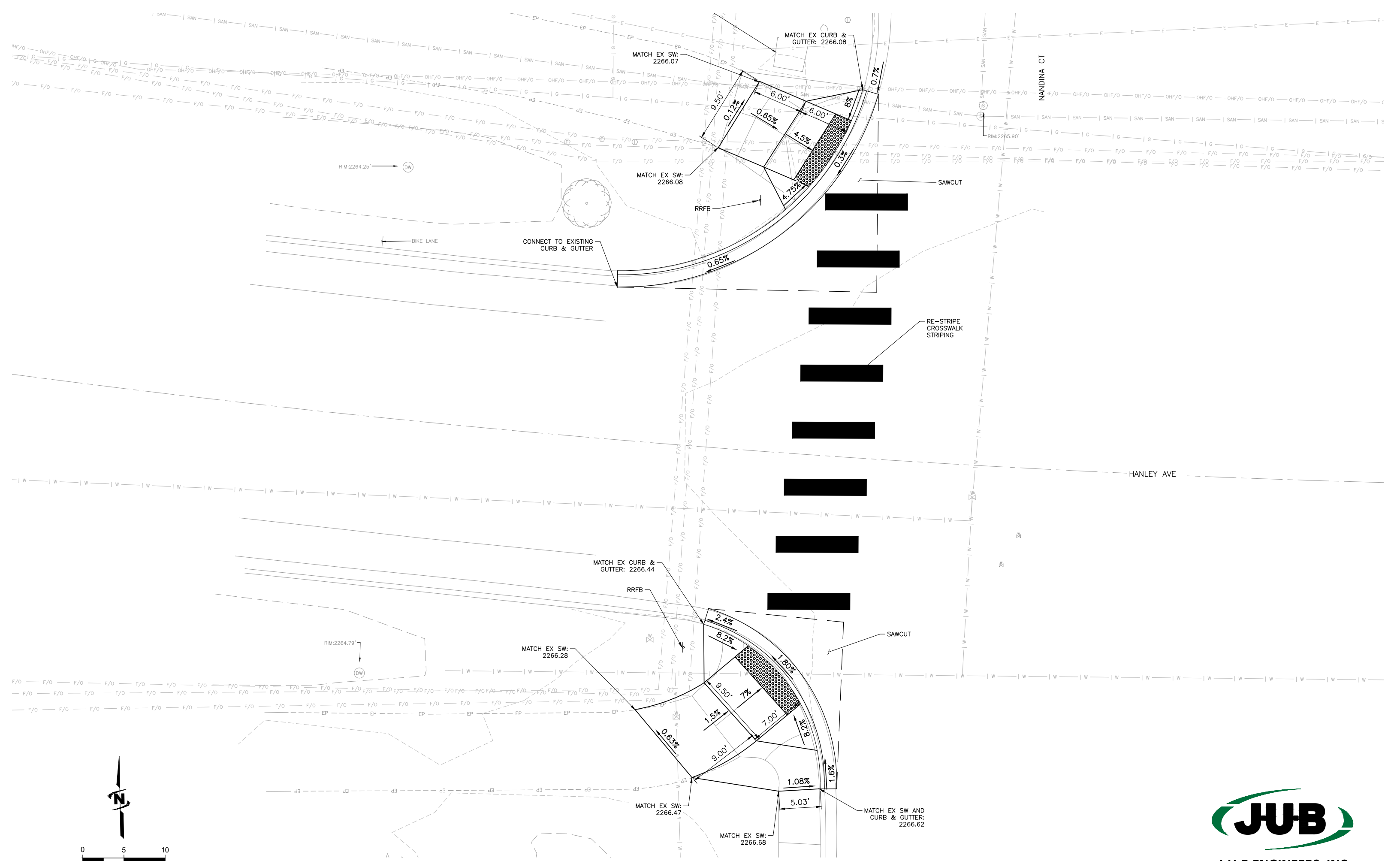


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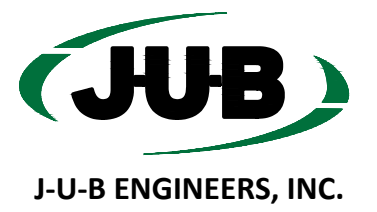


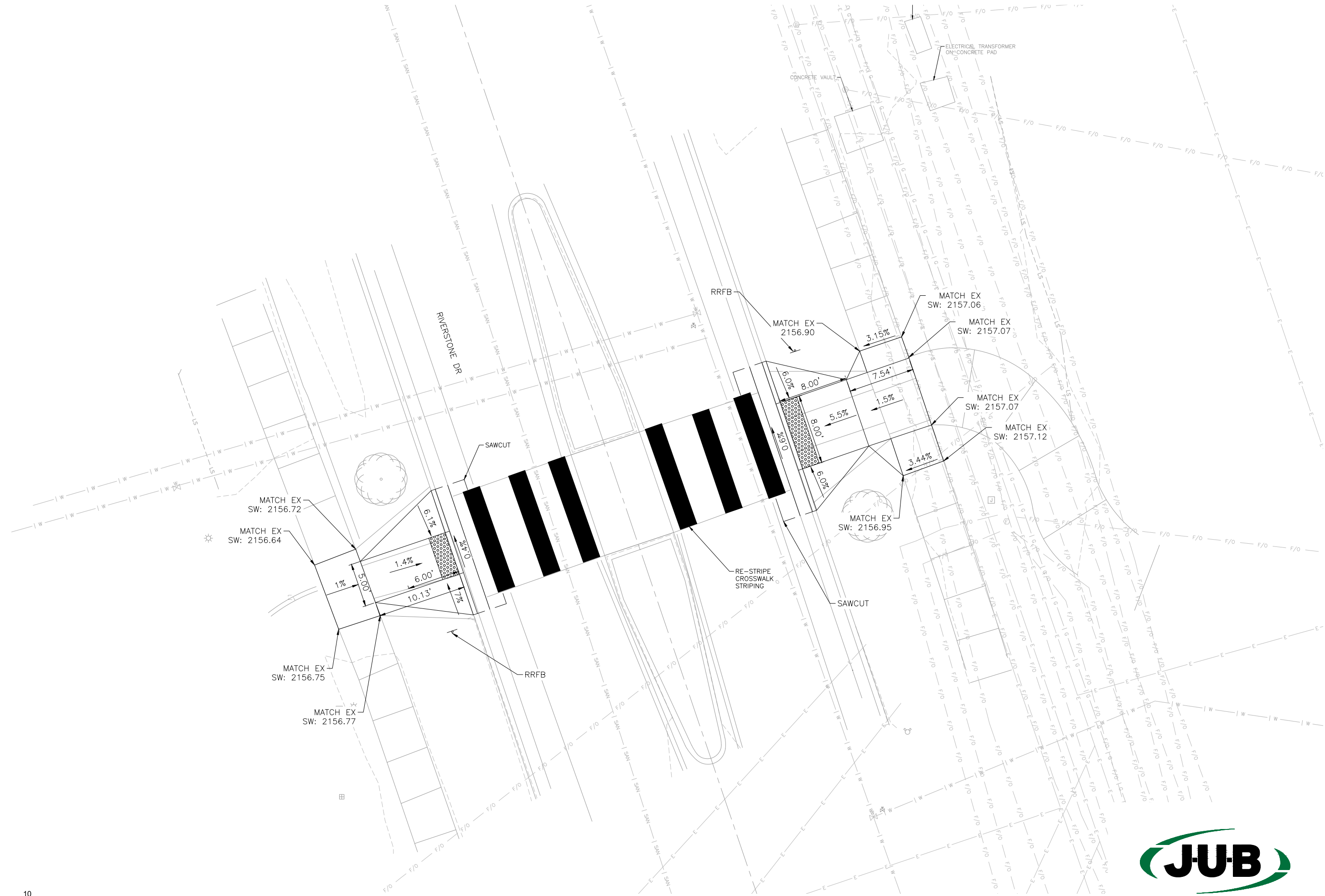
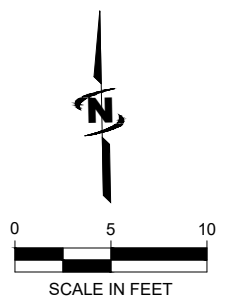
BEST AVE



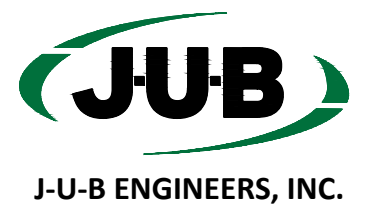


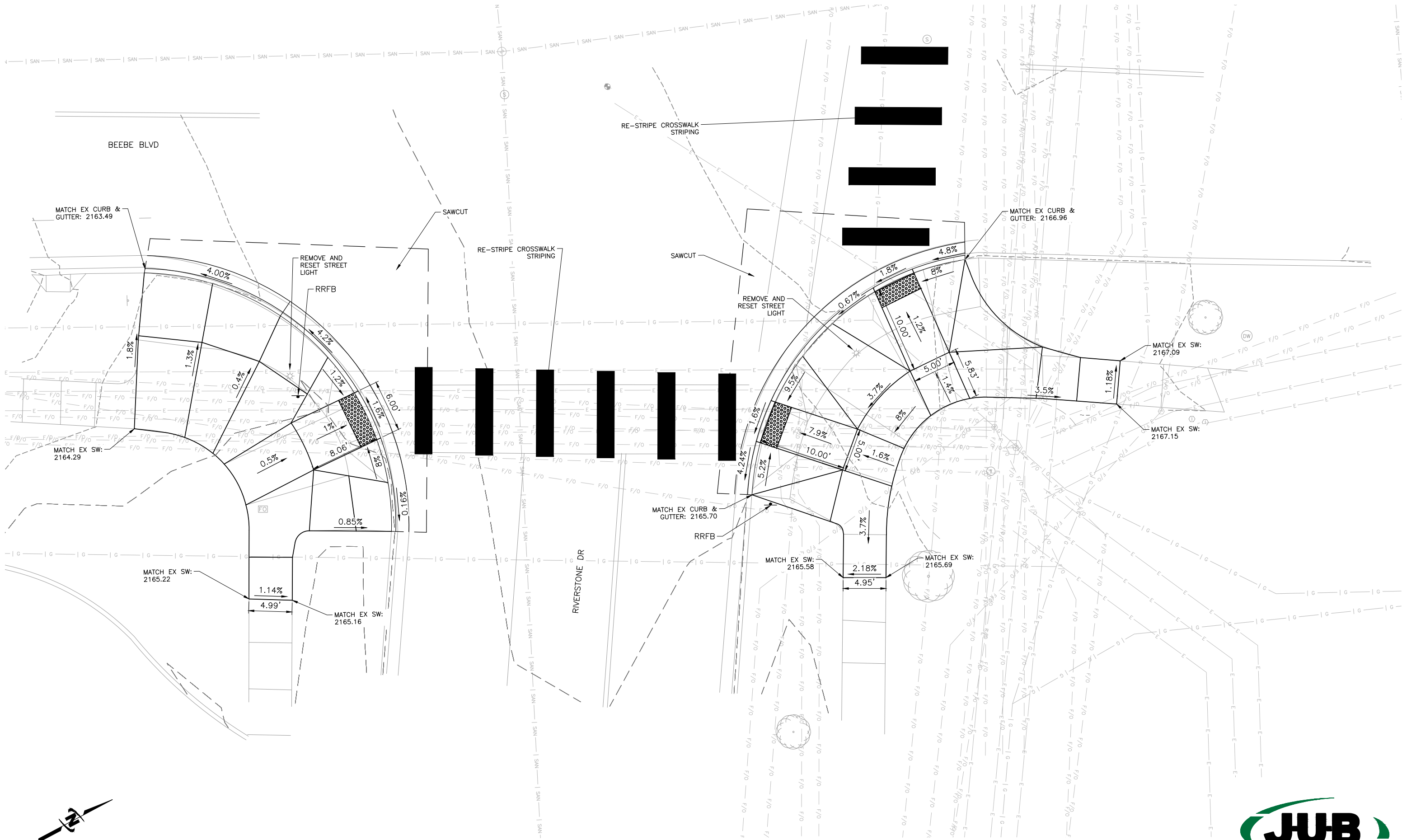
HANLEY AVE NEAR NANDINA CT



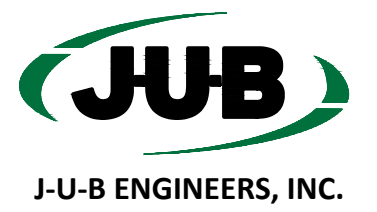
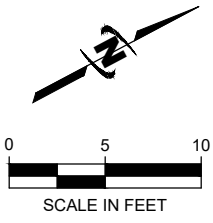


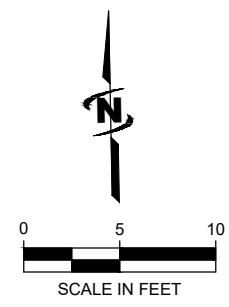
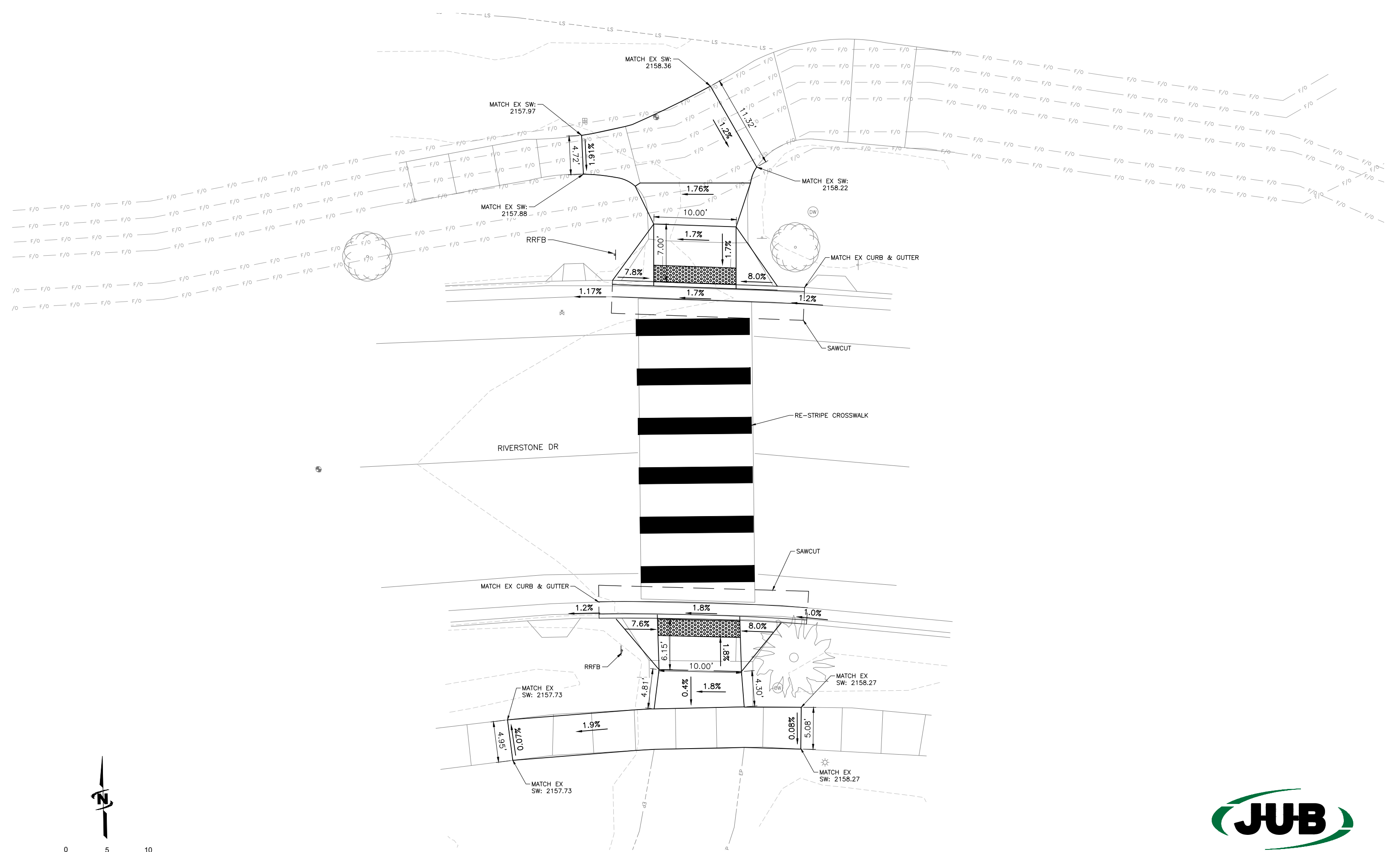
RIVERSTONE DR. NEAR BARDENAY





RIVERSTONE DR AND BEEBE BLVD





RIVERSTONE DR AT CENTENNIAL CROSSING

