

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room: 702 E. Front Avenue at **5:30 P.M.**

VISION STATEMENT

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

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

November 5, 2024

A. CALL TO ORDER/ROLL CALL

B. EXECUTIVE SESSION:

1. Executive Session pursuant to Idaho Code § 74-206 (1)(f)) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

6:00 p.m. Reconvene into open session

C. INVOCATION: TBD: Coeur d'Alene Tribe

D. PLEDGE OF ALLEGIANCE

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

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. PRESENTATIONS:

1. Leaf Fest Update

Presented by: Justin Kimberling, Streets and Engineering Assistant Director

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

H. ANNOUNCEMENTS

1. City Council
2. Mayor - Committee Appointments: **Charlotte Doutriaux and Chuck Ethridge to the Arts Commission; Ruth Pratt to the Library Board of Trustees; and the following Council appointments: Councilmember Gabriel Second GS/PW subcommittee and CDATV Committee; Councilmember English to the Library Board of Trustees, and Councilmember Gookin to be chair of second GS/PW. All other Council committees assignments will remain the same.**

I. 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 October 15, 2024 Council Meeting.
2. Setting of General Services/Public Works meeting for November 12, 2024.
3. Approval of a SS-24-01 – Walker Watson Place – Final Plat
4. Approval of a SS-24-02c – Townhome Condominiums 5th Addition - Final Plat

As Recommended by the City Engineer

5. Approval of Bills as Submitted.
6. **Resolution No. 24-089**
 - a. Approval of Grant Deed for Utility Easement for a sewer line from Hagadone Hospitality Corporation at the alley north of Sherman Avenue, South of Lakeside Avenue between 1st and 2nd Street.
 - b. Approval of S-4-19m2- The Union 1st Addition Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security

As Recommended by the City Engineer

J. OTHER BUSINESS:

1. **Resolution No. 24-090** - Approval of an Agreement with Christina Roy for Wastewater Services Outside the City Limits, for property located at 2881 E. Murphy Road.

Staff Report by: Mike Anderson, Wastewater Director

2. Approval of demolishing the old museum building at 115 Northwest Boulevard

Staff Report by: Adam Korytko Building Maintenance Superintendent

K. PUBLIC HEARINGS

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) Vacation V-24-03 - Vacation of alley right-of-way located within a portion of Block Y of the Coeur d'Alene and Kings Addition

Staff Report by: Dennis Grant, Streets and Engineering Project Manager

- a. **Council Bill No. 24-1018** – Approving V-24-03 - Vacation of alley right-of-way located within a portion of Block Y of the Coeur d'Alene and Kings Addition.
2. (Legislative) Accepting public comments regarding the adoption of a Commercial Property Assessed Capital Expenditure (C-PACE) Program in the City.

Staff Report by: Randy Adams, City Attorney

- a. **Resolution No. 24-091** – Approving the C-PACE program and adopting the Program Guidebook, together with the required Forms.

L. ADJOURNMENT

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



Coeur d'Alene CITY COUNCIL MEETING

November 5, 2024

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS



1



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3

LEAF FEST

IN THE CITY OF COEUR D'ALENE

Begins Tuesday Nov 12th

DO:

- Keep leaves/needles on your property until **Nov. 1st**
- Move vehicles off street when we are in your area
- Be alert/keep a safe distance from equipment & trucks
- Put leaves/needles one foot from curb **AFTER Nov. 1st**

DON'T

- Put the leaves/needles in bags
- No branches, grass clippings, or other yard/garden debris
- Don't miss the deadline,

WE ONLY HAVE TIME FOR ONE PASS.

This is a big job and short window to get it done.

City Equipment is exempt from covering loads during this time. Sweepers will clean excess leaves/needles.

Follow our progress at maps.cdaid.org/leaf or call 208-769-2235

City of Coeur d'Alene LEAF-FEST Begins November 12th

TUESDAY, NOVEMBER 12th, 2024 marks the start of the City of Coeur d'Alene's annual leaf pick-up program. Please be sure to **KEEP** leaves on your property until **Friday, November 1st**. After Friday the 1st, please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area and **do not** include branches, grass clippings, garden debris, or garbage trash. Bagged leaves/needles will not be picked up.

Pick-up will start south of Sherman Avenue and move north. Expect completion before December 6th. Follow our progress on maps.cdaid.org/

LEAF-FEST DO'S & DON'TS

DO:

- **KEEP** leaves and pine needles on your property until **Friday, November 1st**.
- Please move leaves off street if at all possible during leaf pick-up.
- Keep the leaves one foot away from the curb line to allow drainage.
- Be alert/keep a safe distance from equipment traveling through your neighborhood.
- Keep a safe distance away from leaf pick-up heavy equipment.
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies.
- City and private trucks are exempt from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves.

REMEMBER: Needles and Leaves ONLY! No branches, grass clippings or garden debris. NO GARBAGE

DO NOT:

- Place bagged leaves in the street.
- Mix branches, debris or other trash in with the leaves.
- Miss the deadline...We only have time for one pass.

If you have questions or need additional information, please check the website streets.cdaid.org or call the Street Maintenance Information Line at 208-769-2235

Value	12.57
Credit	-79.11
Current Charges	12.57
Total Due	-66.54

Meter Readings

Current	132	10/2/2024
Previous	130	9/30/2024
Usage (K Gall)	2	

UTILITY BILL

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

City of Coeur d'Alene IDAHO

Leaf Pick-up begins November 12, 2024. Go to <https://www.cdaid.org/streets/leafpick> for information and to follow the progress online.

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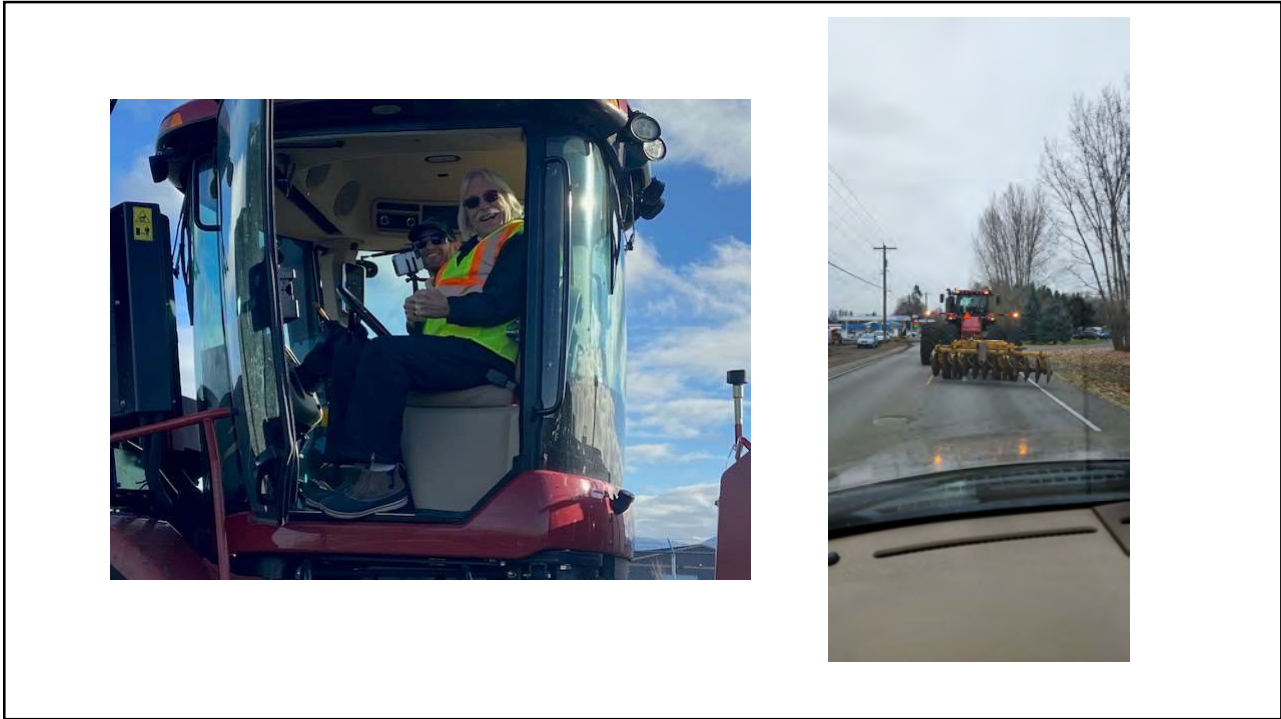
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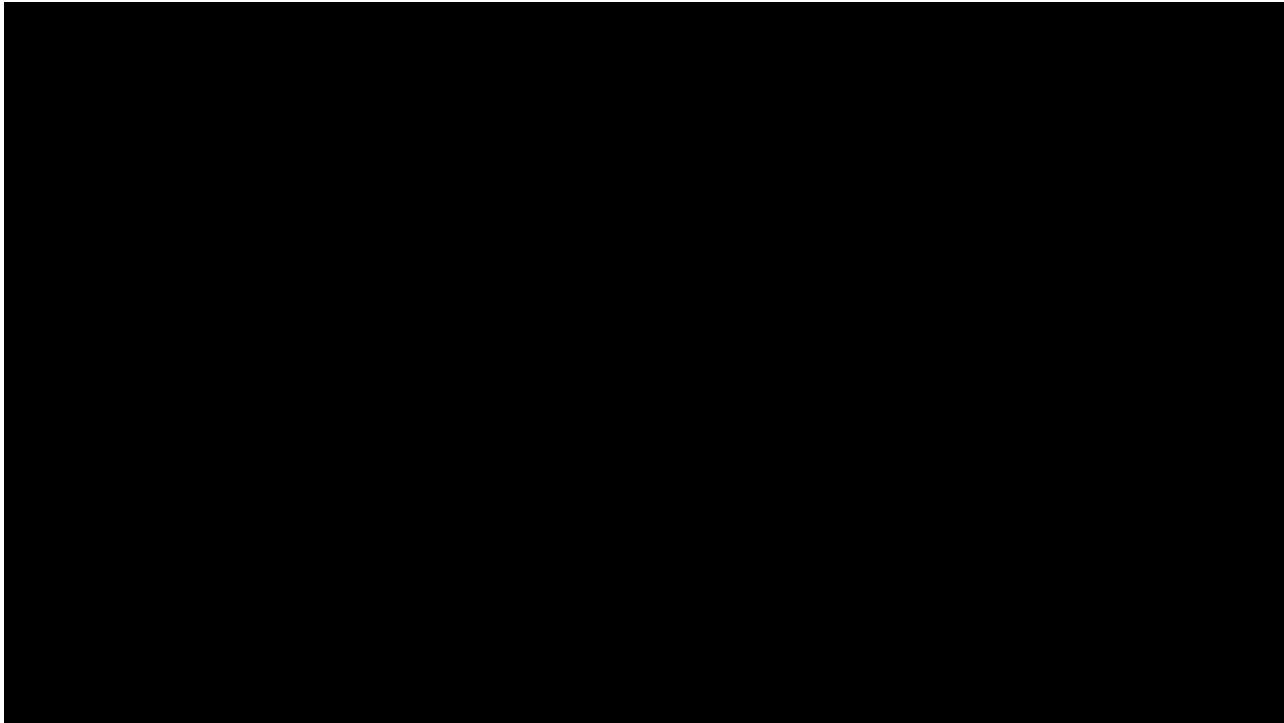
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ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: OCTOBER 25, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the November 5, 2024, Council Meeting:

CHARLOTTE DOUTRIAUX
CHUCK ETHRIDGE

ARTS COMMISSION (Reappointment)
ARTS COMMISSION (Reappointment)

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

Sincerely,

Jo Anne Mateski
Executive Assistant

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

MEMO TO COUNCIL

DATE: OCTOBER 31, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the November 5, 2024, Council Meeting:

RUTH PRATT

LIBRARY BOARD (Appointment)

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

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Elizabeth Westenburg, Library Board Liaison

CONSENT CALENDAR

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

October 15, 2024

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 October 15, 2024, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

Dan English) Members of Council Absent

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

INVOCATION: Paul Van Noy with Candlelight Christian Fellowship led the invocation.

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

PROCLAMATION OF DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2025

– Mayor McEvers proclaimed October as Domestic Violence Awareness Month with Councilmember Gookin presenting it to Leslie Johnson Director of Communication with Safe Passage. Ms. Johnson accepted the Proclamation and stated that safe passage has been around since 1977 responding to and educating people about domestic violence. Year to date they have assisted the community with 1,116 calls into help line, 91 hospital response calls, 153 forensic interviews at the children's advocacy center, 2,617 safe nights and they have provided in court advocacy to 401 victims. She thanked the community, law enforcement, and the Prosecuting Attorney's office for their shared mission of creating a community free from violence.

PRESENTATION REGARDING DOMESTIC VIOLENCE PROSECUTION - Chief Deputy

City Attorney Ryan Hunter noted Safe Passage is indispensable to the community and prosecution with the services they provide. He noted that Domestic Violence Awareness month began in 1987, with the continued themes of mourning those lost, celebrating those who survived and connecting with those working to end it. He provided a brief history of the laws surrounding domestic violence, noting that 32 people experience domestic violence every minute, equaling 16 Million people per year. The total charges for the city prosecuting attorney's office so far this year is estimated at 146, which is likely an underrepresentation due to a change in software they are using. He expressed concern for the number of batteries that are happening in front of a child. Mr. Hunter noted that in 2013 the County created the Domestic Violence court with provides for a centralized

process of handling misdemeanor domestic violence cases. In 2020 the Court was awarded the National Mentor Court status which means that the court met the highest standards for national domestic violence. The Courts was selected to teach other courts how to implement and properly conduct/manage a Domestic Violence Court. The work continues through victim support agencies such as Safe Passage and police victim advocate Averii Hughes, prosecution support volunteer victim coordinator Susan Koerner and adequate resources to aggressively prosecute. He noted that the national domestic violence hotline is 1-800-799-SAFE or text START to 88788. Councilmember Wood noted that prosecution of these crimes is critical work and noted that there were policies in the past for citizen arrests to be made due to a lack of laws. She appreciates the efforts and policies that exist today and thanked Mr. Hunter for his work with the Police Department. Councilmember Miller noted that she has been a board member for Safe Passage over the years and asked for the status in overturning of the warrantless arrest case that is inhibiting arrests. Mr. Hunter stated that there has only been shoring up of the decision with no efforts to overturn foreseeable in the near future. Mayor McEvers asked how much of the prosecution workload is related to domestic violence with Mr. Hunter stating that DUI's and domestic violence are the largest part of the workload; however, domestic violence is the hardest to prosecute due to victim hesitance.

PUBLIC COMMENTS:

Joseph Deacon, Coeur d'Alene, spoke in reference to the honor flight program that has been in existence for 20 years. This is a program that sends North Idaho veterans to Washington D.C. Due to a lack of funding they had to cancel the flight this month. They are hosting a fundraiser at the Eagles Club November 8, 2024. He noted that one flight costs \$250,000 and they need local support. More information can be found by contacting Mr. Deacon at jspheacon@gmail.com.

Nancy Phillips, Coeur d'Alene, noted that the Lake City Center has been a non-profit since 1973 with a mission to provide services to seniors that include food with a facility to prevent social isolation. They have a program that provides delivered meals at no cost for those with disabilities. However, recent budget cuts have occurred and many of those in need have been placed on a wait list, which is prioritized on a point system with seniors from 5 other counties. They get their funding through grants, donations, and fundraisers. She noted 15 seniors are on this wait list as of October 25, 2024. Every donation makes a difference. Councilmember Evans asked what the financial gap is in order to cover the costs of those on the waitlist with Ms. Phillips stating that it takes \$7.00 per meal, so every ticket they sell for their holiday fundraiser will feed one senior for a week. More information can be found at www.lakecitycenter.org.

Linda Wood, Coeur d'Alene, stated that she is a member of VFW and wanted to request a bench to be placed at the bus stop outside of the Veteran's Medical Clinic, as there is a bus stop but no bench for the veterans to use while waiting for the bus. Mayor McEvers's asked the City Administrator to follow up on this request.

ANNOUNCEMENTS:

Councilmember Miller welcomed the new Library Director Elizabeth Westenberg. She noted that the Library recently received a children's early learning grant. Councilmember Miller stated that

she attended the AIC Fall conference today and ended the day with presenting a community development agreement training. Those in attendance included builders, planners, engineers and staff members that will help in furthering the goal of workers housing. She noted that the American Planning Association (APA) provided a Planning Tool implementation award to the Housing Solutions Partnership, which she shares with the planning staff and the other cities involved in the effort.

Mayor McEvers noted that Ryan Pierce is our new CDATV Producer and welcomed him aboard.

Mayor McEvers requested the confirmation of his Nomination of Kenny Gabriel for the appointment of Councilmember Seat #4, pursuant to Idaho Code §50-704.

MOTION: Motion by Evans, seconded by Miller to appoint Kenny Gabriel to the position of Councilmember Seat #4.

DISCUSSION: Councilmember Wood thanked the Mayor for the process of interviewing the applicants and felt it was a good process.

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

City Clerk Renata McLeod sworn in Councilmember Gabriel to fill Seat #4.

Mayor McEvers requested the Appointment of Kiki Miller to ignite cda and the following student representatives: Adeline Smith (rep) and Nora Crabtree (alt) to the Arts Commission; Alex Pulsipher to the CDATV Committee; Sam Freligh (rep) and Madeleine Mae Durkin (alt) to the Childcare Commission; Ayla Frens to the Library Board; Jerren Bailey to the Parks & Recreation Commission; Alistair McIntire (rep) to the Pedestrian/Bicycle Advisory Committee; and Gabriel Hynes (rep) to the Urban Forestry Committee.

MOTION: Motion by Gookin, seconded by Evans to appoint Kiki Miller to the ignite cda Board and the following student representatives: Adeline Smith (rep) and Nora Crabtree (alt) to the Arts Commission; Alex Pulsipher to the CDATV Committee; Sam Freligh (rep) and Madeleine Mae Durkin (alt) to the Childcare Commission; Ayla Frens to the Library Board; Jerren Bailey to the Parks & Recreation Commission; Alistair McIntire (rep) to the Pedestrian/Bicycle Advisory Committee; and Gabriel Hynes (rep) to the Urban Forestry Committee.

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

CONSENT CALENDAR:

1. Approval of Council Minutes for the October 1, 2024 and October 7, 2024 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of a public hearing for November 5, 2024 for V-24-03 - Vacation of alley right-of-way located within a portion of Block Y of the Coeur d'Alene and Kings Addition
5. Approval of SS-23-12c – Final Plat for Northgate Mall – Project Amendment #2

6. **RESOLUTION NO. 24-081** - RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE DONATION OF A MPH INDUSTRIES SPEED MONITOR TRAILER TO THE SPIRIT LAKE POLICE DEPARTMENT; AND APPROVING A WAIVER OF THE CITY COVERED LOAD REGULATIONS FROM NOVEMBER 12, 2024, THROUGH DECEMBER 6, 2024, FOR THE ANNUAL CITY LEAF PICK UP PROGRAM.

MOTION: Motion by Gookin, seconded by Miller to approve the Consent Calendar as presented, including **Resolution No. 24-081**.

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

RESOLUTION NO. 24-082

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF \$352,924.00, FOR ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH THE SOLIDS HANDLING IMPROVEMENTS PROJECT.

STAFF REPORT: Wastewater Capital Programs Manager Mike Becker explained that Wastewater Treatment Facility Projects are typically long and progressive projects. Understanding that the facility must remain operational at all times, HDR Engineering, Inc. was hired to assist the city from conceptual design, through construction, and eventually to the project close-out of the Solids Building Improvements Project. Amendment #4 is presented for HDR's additional engineering work related to the project extending from June 2024 to May 2025. This includes remobilizing after this winter's shutdown and anticipated additional time spent on Change Proposal Requests (CPRs) and Work Change Directives (WCDs) over the amount budgeted to date. The amount quoted was \$352,924.00. This is a planned project that is budgeted for completion during 2024/2025 Fiscal Year. Besides replacing obsolete and worn-out equipment, this project combines several other smaller wastewater projects that also increases the facility's solids dewatering capacity. This amendment is a continuation of the ongoing Solids Handling Improvements Project PSA with HDR. Subsequent amendments are in accordance with Idaho Code § 67-2320(4) that allows for the City to negotiate a new professional services contract for an associated or a phased project.

DISCUSSION: Mayor McEvers asked if they are still within budget, with Mr. Becker noting that the project is within budget, and this would be additional services as part of prior change orders. Mayor McEvers asked for clarification regarding the winter closedown, with Mr. Becker explaining that they are waiting for equipment to arrive, even though ordered a year ago, while the equipment is delayed the contractor will de-mobilize the site and remobilize in February when the equipment is expected to arrive.

MOTION: Motion by Evans, seconded by Gabriel to approve **Resolution No. 24-082**; approving Amendment No. 4 to the City's existing Professional Services Agreement (PSA) with HDR

Engineering, Inc., for additional Professional Services associated with the Solids Building Improvements Project in the amount of \$352,924.00.

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

CONSIDERATION OF AMENDMENTS TO MUNICIPAL CODE 12.28.210 THROUGH 240 REGARDING THE EXEMPTION OF SIDEWALK INSTALLATION REQUIREMENTS TO REQUIRE WITHIN PRIORITY PEDESTRIAN CORRIDORS THAT INCLUDE SCHOOL ROUTES AND THE KROC CENTER.

STAFF REPORT: Trails Coordinator Monte McCully explained that the City of Coeur d'Alene has been in development for over 130 years and many ordinances have been introduced and changed during that time. In 1974, the City began requiring sidewalks to be built with all new construction, or with property improvements above a certain dollar amount in existing residential neighborhoods. Municipal Code §§ 12.28.210 through 240 provides for exemptions to sidewalk construction due to hardship, geographical constraints, and distance. Currently, if the nearest sidewalk is 450 feet or more from property being developed or remodeled, the property owner is not required to build a sidewalk. This means sidewalks may never get built in many older areas of the City. The City is missing sidewalks in 30% of the City. The Pedestrian Bicycle Committee has identified 12 priority areas that should be removed from the possible exemption. These areas are primarily routes to schools from neighborhoods. Mr. McCully noted that adding Priority Pedestrian Corridors will help us begin to create a safer and more walkable community. He noted that this amendment would not be for house remodels, it would be for complete rebuilds or new construction.

DISCUSSION: Councilmember Evans confirmed that an ordinance would need to come back for Council consideration and thanked Mr. McCully for his work on this proposal that enhances safety to and from schools. Councilmember Gookin noted that he does not believe that a sidewalk should be required if there are no connection sidewalks. He believes there is good purpose behind the proposal; however, the new home rebuild puts in a sidewalk then the person next door remodels and they would now be required to put in a sidewalk, which he believes is an undue burden. Councilmember Wood asked what sort of grants would be available, with Monte noting that there is \$50 Million in grant funding available, and this type of code amendment would help garner a grant. He noted that the priority corridors have been reviewed for connection to school zones and would have connecting sidewalks. Mayor McEvers asked how the \$30,000 building permit threshold that requires sidewalk fixes would be affected by this code amendment with Mr. McCully clarifying that this would be for a complete rebuild of a house. Councilmember Gookin explained that he will vote no on this item, noting that if it is approved to come back, that it includes a map of the priority areas, that the affected parties within those areas be notified and explain how it will affect the right-of-way.

MOTION: Motion by Evans, seconded by Wood to direct staff to prepare an Ordinance amending Municipal Code 12.28.210 through 240 including the 12 priority areas.

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

RESOLUTION NO. 24-083

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PARKS AND RECREATION DEPARTMENT TO APPLY FOR AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) IN THE AMOUNT OF \$117,000.00 AND, IF AWARDED, TO ACCEPT THE GRANT FOR A BIKE PATH AND CROSSING BEACON ALONG NORTHWEST BOULEVARD FROM THE HIGHWAY 95 BRIDGE SOUTH TO HUBBARD AVENUE.

STAFF REPORT: Mr. McCully explained that the EECBG Program is a \$550 million grant program funded through the Bipartisan Infrastructure Law. It is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. Each city in every state has a funding amount, determined by population size, that is available for energy efficiency projects. Typical projects include electric vehicle charging stations, the purchase of electric vehicles, conversion of HVAC systems to heat exchange pumps, and many more. Parks staff met with administration and other department heads to determine projects that could be pursued that would also fit the budget. The recommendation was to use the money to finish the commuter trail along Northwest Boulevard from the Highway 95 Bridge south to Hubbard Avenue. The total cost for this section of trail is less than the total amount available, so a Rapid Flashing Rectangular Beacon for the Centennial Trail crossing at Suzanne Avenue was added. The City was first made aware of the available funding a year ago; however, we were told we needed to have an energy reduction plan in place to be eligible. A month ago, the Department of Energy informed us that we did not need to have this plan, so we began the application process. The application deadline is in October, so the decision was made to apply concurrently with taking the grant to City Council to avoid missing the grant deadline. If awarded and Council chooses to reject the grant, we are not obligated to accept the funding. This grant does not require a match. Project funding for Coeur d'Alene is set at \$117,000, and the proposed project estimate is \$114,771.

DISCUSSION: Councilmember Gookin thanked staff for looking at this location. Mayor McEvers asked if the speed limit would be 15 MPH and if electric bikes would be allowed, with Mr. McCully confirming.

MOTION: Motion by Wood, seconded by Evans to Approve **Resolution No. 24-083**; Approving staff to accept funding if awarded an Energy Efficiency and Conservation Block Grant (EECBG) and authorize the budget authority for staff to utilize the awarded funds.

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

RESOLUTION NO. 24-084

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING REVISIONS TO VARIOUS STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION IN THE CITY, AND THE CONSTRUCTION STANDARDS FOR THE WATER DEPARTMENT.

STAFF REPORT: City Engineer Chris Bosley explained that the City has a library of Standard Drawings to guide public works construction contractors to meet its requirements. These Standard Drawings are important to ensure that construction projects are completed in a way that is satisfactory to the City, and meet Federal, State, and local requirements, provide longevity, and are serviceable by our departments. The last updates to the Standard Drawings occurred in 2018 and were approved by applicable departments and City Council. Input for the current proposed updates and the new drawings was gathered from City inspectors, and the Water, Wastewater, and Streets and Engineering Departments because they deal with public works contractors and local consultants on a regular basis. These updates will replace the current Standard Drawings found on our website. Construction Standards for the Water Department were last approved in 2018 and have been updated to reflect Standard Drawing changes.

DISCUSSION: Mayor McEvers asked if the recent pavement cut policy affected these changes, with Mr. Bosely noting that these are industry standards, and the street cut policy has been integrated into the drawings for simplification. Councilmember Miller asked if these changes meet Idaho standard public works construction (ISPWC) standards with Mr. Bosley confirming. Councilmember Miller asked if there is an ability to add additional information that is not in the code, with Mr. Bosley noting that within a big project they could add details; however, most of the drawings are ISPWC standards.

MOTION: Motion by Evans, seconded by Miller to adopt **Resolution No. 24-084**, Approving the revisions to the Standard Drawings for public works construction in the City and construction standards for the Water Department.

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

RESOLUTION NO. 24-085

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT TO, THORCO, INC., FOR THE GOVERNMENT WAY SIGNAL AND ADA IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$2,331,437.00.

STAFF REPORT: Streets and Engineering Director Todd Feusier noted that the City Council approved a contract with Welch Comer Engineers in August of 2023 to begin design of traffic signal and ADA improvements for the Government Way corridor and to prepare a Strategic Initiatives grant application for the City. A \$4,820,000 grant was awarded to the City and an MOU with the Idaho Transportation Department was approved by City Council in May of 2024. There was no match required and all the funds were transferred to the City upon award. The project was advertised for two weeks in August and one bid was received from Thorco, Inc., on August 28, for a total of \$2,331,437, including both Add Alternates. This bid can be approved and a contract awarded, leaving enough funds available for engineering services and signal components, as well as painting of the poles. Any unused funds would be returned to ITD upon project completion.

DISCUSSION: Councilmember Gabriel asked if the admitters along Government Way would be replaced, with Mr. Feusier noting that they aren't working that great and will be upgraded with

new technology which will connect to the fire engines. Councilmember Wood noted that this will be an incredible project, and asked the City Administrator how the money is being invested in the meantime. City Administrator Troy Tymesen explained that the money is invested in state of Idaho fund or in a timed certificate of deposit. Mr. Feusier noted that interest income would not need to be returned and that he was confident they will be able to spend all the money. Councilmember Gookin thanked staff for this good project. Mayor McEvers asked if there would be a change in width of street, with Mr. Feusier noting that they will be adding flashing yellow turn, but they will not change the size or location of lanes, it will be more efficient, and video detection will be used.

MOTION: Motion by Gookin, seconded by Miller to adopt **Resolution No. 24-085**, Approving a Contract with Thorco, Inc., for the Government Way Signal and ADA Improvements Project.

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

RESOLUTION NO. 24-086

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TRAFFIC SIGNAL EQUIPMENT FROM WESTERN SYSTEMS FOR THE GOVERNMENT WAY SIGNAL IMPROVEMENT PROJECT, AND DIRECTING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT AS REQUIRED BY IDAHO CODE § 67-2808(2).

STAFF REPORT: Mr. Feusier explained that the Streets & Engineering Department maintains over 50 traffic signals throughout the City of Coeur d'Alene and that all of the traffic signals use the same equipment (signal faces, controllers, conflict monitors, etc.) for compatibility and availability of service. Many of the component parts are configured to operate with other specific component parts, making it infeasible to accept substitutes that would inevitably occur through the bidding process. This compatibility allows the signals to communicate with each other which will provide coordination along a corridor and makes replacing parts seamless when maintenance is needed. It is critical that the supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures. Western Systems is the only vendor in our region that supplies the brands and types of traffic signal products that are used in all of our signals. The City, therefore, intends to purchase the needed traffic signal equipment from Western Systems to be utilized for the Government Way Signal Improvement project. The Streets & Engineering Department intends to purchase the signal equipment and provide it to the low bidder for installation on this project. The City's cost for this signal equipment is not to exceed \$1,500,000, which is provided through a \$4,826,000 Strategic Initiatives grant from the Idaho Transportation Department.

MOTION: Motion by Gookin, seconded by Gabriel to adopt **Resolution No. 24-086**, Approving the purchase of sole source traffic signal equipment for the Government Way Signal Improvement project.

DISCUSSION: Mayor McEvers asked how the City can protect the cabinets, with Mr. Feusier explaining that the data from traffic control servers is backed up, but the equipment will be damaged upon impact from vehicles. He further explained that legally they are not allowed to place concrete around the cabinets due to the liability of injuring the driver.

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

RESOLUTION NO. 24-087

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A ONE-YEAR AGREEMENT WITH KOOTENAI COUNTY WHICH PROVIDES FOR THE CITY'S SHARE OF FUNDING FOR THE PUBLIC TRANSPORTATION SYSTEM WITHIN THE URBANIZED AREA OF KOOTENAI COUNTY, ALSO CALLED THE KOOTENAI COUNTY PUBLIC TRANSPORTATION SYSTEM (CITYLINK NORTH).

STAFF REPORT: City Administrator Troy Tymesen noted that the 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter, and Dalton Gardens as an urbanized area within Kootenai County. The Kootenai County Transit System encompasses the Citylink Fixed Route service, in partnership with the Coeur d'Alene Tribe, the Cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens, and Huetter, and provides regular fixed-route service on three routes. Citylink Paratransit Service also provides origin-to-destination complementary service within a 3/4-mile area of the fixed routes, as well as a supplemental "Ring-a-Ride" service for seniors over the age of 65 and people with disabilities who are outside of the paratransit service area. Ring-a-Ride is a special service which uses lift-equipped cutaway buses to transport people with mobility limitations that prevent them from using Kootenai County Public Transportation regular fixed-route bus service. The Kootenai County Board of Commissioners oversees the public transportation function. All public transportation service is provided free to the public thanks to the generosity of funding partners. Last year the service provided services to approximately 100,000 riders. The City is being asked to help fund the system in the amount of \$104,298, which is in the recently adopted financial plan, representing a 3% increase from last year, which has been allocated in this year's budget. This money is being used as a match for funds from the Federal Transit Administration (FTA). Funding covers operations, maintenance, vehicle procurements, and administration of the system. Mr. Tymesen noted he and Councilmember Wood recently conducted a ride along with Citylink who wanted to share the route and stops and explain the physical limitations of each stop.

MOTION: Motion by Evans, seconded by Wood to adopt **Resolution No. 24-087**, Approving an Agreement with Kootenai County for Citylink Services.

DISCUSSION: Councilmember Evans stated that this service is a huge benefit to citizens, but questions if all partners are paying the same 3% increase, with Mr. Tymesen confirming they were. Councilmember Wood thanked Citylink staff for the ride along project, noting that it provided a better understanding of the routes. There are so many people that rely on that service, and she is glad the city is a partner.

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

RESOLUTION NO. 24-088

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO THE ASSIGNMENT OF THE CITY'S SOLID WASTE SERVICES CONTRACT WITH NORTHERN STATE PAK, LLC, D/B/A COEUR D'ALENE GARBAGE SERVICE, TO ALLIED WASTE SERVICES OF NORTH AMERICA, LLC; AND EXERCISING THE OPTIONAL EXTENSIONS OF THE SOLID WASTE SERVICES CONTRACT.

STAFF REPORT: City Administrator Troy Tymesen explained that the Solid Waste Services Contract with Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Services (CDA Garbage), was effective as of July 1, 2016. The term was for ten (10) years with two (2) optional three-year extensions. CDA Garbage has performed well under the Contract and has met the City's expectations. Recently, the owner of CDA Garbage contacted the City and indicated that he was selling his company to Allied Waste Services of North America, LLC, (Allied), which is a part of Republic Services, Inc. As part of that sale, CDA Garbage desires to assign the Contract, as well as its contracts with other cities in the area, to Allied. Allied has the resources, including finances and personnel, and the willingness to continue servicing the City at a high level. They have approximately 10 million customers in 37 states. Their intent is to offer employment to CDA Garbage employees to ensure a seamless transition. There is no provision in the Contract which allows the City to object to or prevent the exercise of the options. Therefore, the contractor under the Contract has a right to the two (2) three-year extensions unless the City has reason to cancel the Contract for failure of performance. The consent to the assignment and acceptance of the contract extensions will have no fiscal impact on the City as the Contract will remain in full force and effect under Allied DBA Republic. He noted that there are no other garbage services in the area that are as low cost as the City of Coeur d'Alene. On the other hand, if the City does not consent to the assignment or accept the extensions, the City may incur significant costs associated with the RFP or formal bid process, together with a new contract encompassing increased costs and different terms.

MOTION: Motion by Wood seconded by Gookin to adopt **Resolution No. 24-088**, Consenting to the Assignment of a contract from CDA Garbage to Republic Garbage, and accepting the extension of the term of the contract for an additional 6 years.

DISCUSSION: Councilmember Gabriel thanked City Attorney Randy Adams for his work on the agreement and concurred that the fixed prices are a good thing for the citizens, as prices usually rise over time. Mr. Tymesen noted that at the end of a 10-year period, it would certainly increase prices due to price of vehicles, etc. Councilmember Miller asked if it would be legal to ask for contract extensions before the original term is over, with Mr. Adams noting that the contract does not state when the options can be exercised. Councilmember Miller noted that we had previous issues regarding glass recycling and wondered if those elements of the contract would remain the same. Mr. Tymesen explained that the city asked for recycling to include glass, the new company is the second largest provider of services, so there may be an option to change that, but terms are the same. Councilmember Wood asked the new owner's representative to introduce themselves. Mr. Ryan Waller, Area President for Allied services stated that he is out of Seattle, Washington area and represents ten different states and one Canadian Province. They have 42,000 employees, 350 different hauling facilities and are a big national company but pride themselves in managing

locally. They have been admiring the CDA Garbage facility for a long time and demonstrated to the owners why they would be the preferred partner that are able to provide the same safe and durable services that customers expect. They committed to keep the operations here in Kootenai County and have offered jobs to all current employees and will participate within the community. They are excited to be here and are thankful for the partnership.

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

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

The meeting adjourned at 8:07 p.m.

Woody McEvers, Mayor

ATTEST:

Renata McLeod
City Clerk

CITY COUNCIL STAFF REPORT

DATE: November 5, 2024
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-24-01, Walker Watson Place: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: John S. Watson
Autumn Properties, LLC
2783 W. Fairway Drive
Coeur d'Alene, ID 83815
- b. Location: 404 N. 15th Street (East side of 15th St. between Indiana Ave. & Wallace Ave.)
- c. Previous Action:
 1. Preliminary plat approval, June 11, 2024

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

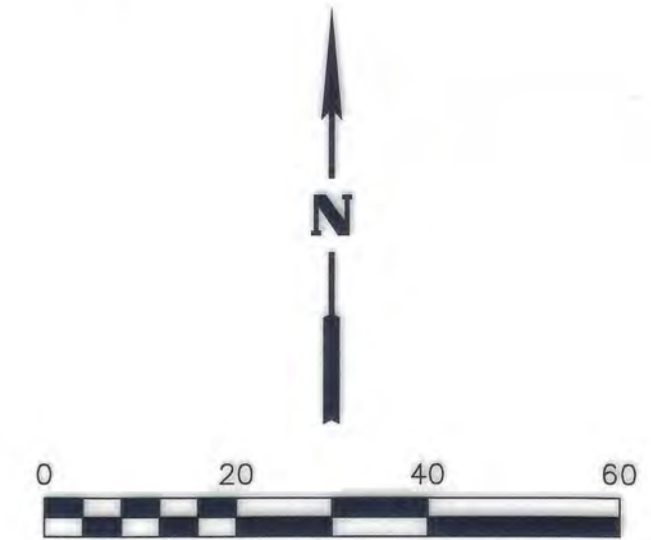
This residential development is a re-plat of a portion of Tract 7 of Costello's Acre Tracts located in Coeur d'Alene. This subdivision created two (2) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

WALKER WATSON PLACE

A REPLAT OF A PORTION OF TRACT 7 OF COSTELLO'S ACRE TRACTS
IN THE SW ¼ OF SECTION 18, T. 50 N., R. 3 W., B. M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LEGEND

- SECTIONAL CORNER, AS NOTED.
- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- FOUND 5/8" REBAR & CAP, PLS 5078
- FOUND "X" IN CONCRETE AS NOTED
- FOUND PK NAIL IN CONCRETE AS NOTED
- FOUND 2" BRASS CAP "INITIAL POINT" IN 2-1/2" IRON PIPE, PLS 832
- CALCULATED POINT, NOTHING SET
- FENCE

RECORD REFERENCES

- (R1) COSTELLO'S ACRE TRACTS, BK. C, PG. 133, 5/10/1922
- (R2) R.O.S. BY PLS 818, INST. NO. 825895, 11/15/1979
- (R3) ASHBROOK ADDITION BY PLS 832, BK. F, PG. 298, 3/21/1991
- (R4) R.O.S. BY PLS 6374, INST. NO. 2385748000, 11/28/2012
- (R5) STUARTS CORNER BY PLS 4182, BK. L, PG. 526
- (D1) QUITCLAIM DEED, INST. NO. 2746592000, 4/20/2020

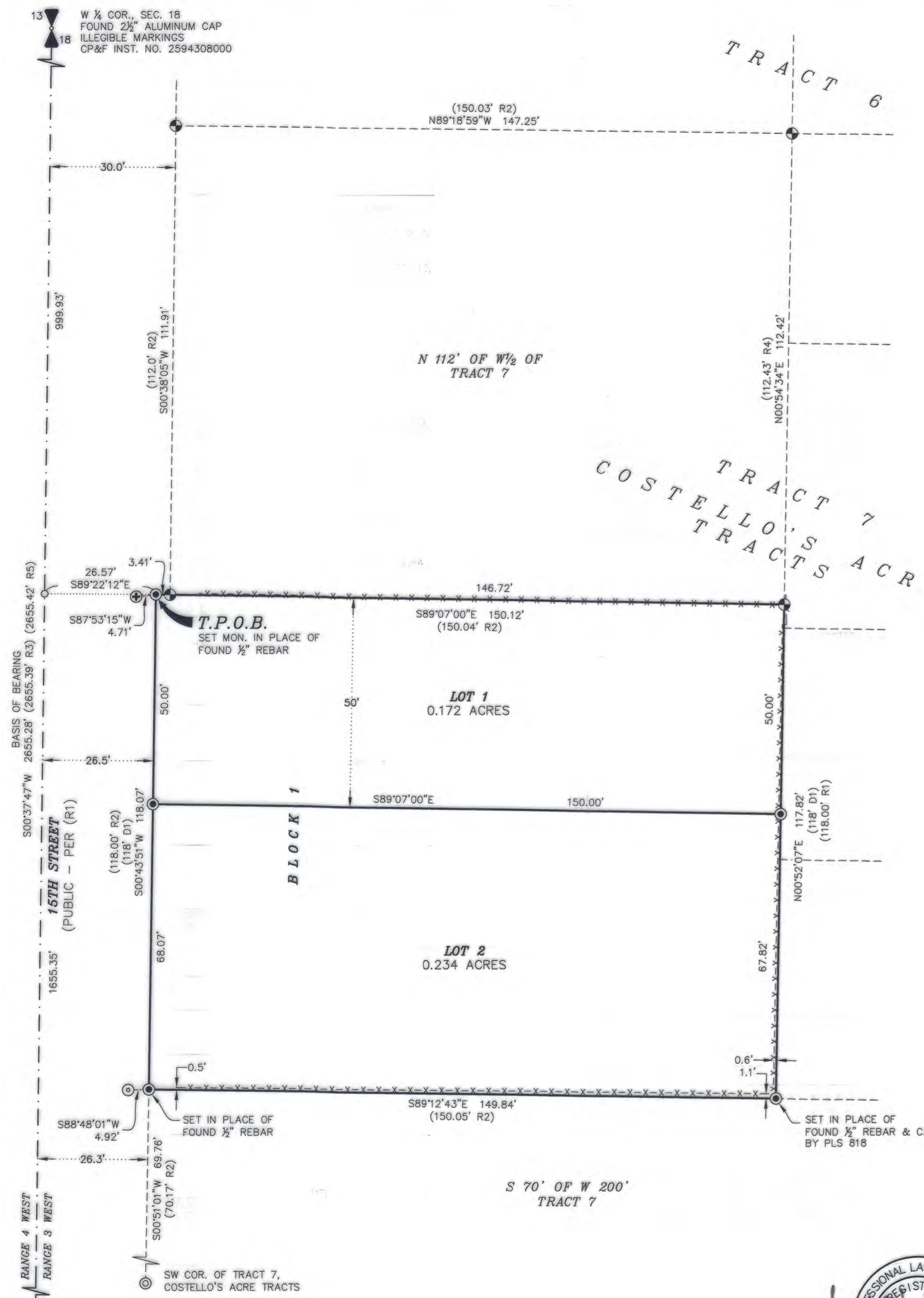
GENERAL NOTES / SURVEYOR'S NARRATIVE

- A) THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THAT PARCEL DESCRIBED IN QUITCLAIM DEED, INSTRUMENT NO. 2746592000, INTO 2 CONFORMING LOTS AS SHOWN.
- B) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
- C) WETLANDS ARE NOT PRESENT ON THE SUBJECT PROPERTY PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL.
- D) THE LOT ARE CATEGORIZED AS ZONE "X" PER FEMA PANEL 16055C0417E, EFFECTIVE 5/3/2010

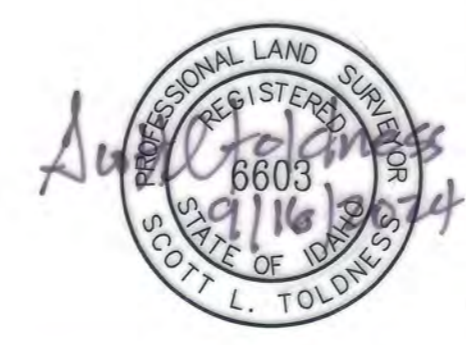
DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER TITLE COMMITMENT REPORT ISSUED BY KOOTENAI COUNTY TITLE COMPANY, FILE NO. KT-501275, DATED JULY 24, 2023.

- 1. EASEMENTS, DEDICATIONS, OR OTHER MATTERS AS SHOWN ON THE PLAT OF COSTELLO ACRES TRACTS, BK. C OF PLATS, PG. 133, 5/10/1922
- 2. ANY RIGHTS, INTERESTS, CLAIMS OR OTHER ADVERSE MATTERS WHICH MAY EXIST OR ARISE BY REASON OF FACTS SHOWN ON RECORD OF SURVEY, BK. 1 OF SURVEYS, PG. 296, 11/15/1979.



13 18
24 19
SW SEC. COR., SEC. 18
FOUND 2 1/2" ALUMINUM CAP
PLS 818
CP&F INST. NO. 2500247000



1/4	SECTION	TOWNSHIP	RANGE	MONTANA	IDAHO
	18	50 N	3 W		
WALKER WATSON PLACE					
GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474				Scale: 1"=20' Checked By: SLT Drawn By: SWO Plot Date: 9/12/2024 Sheet: 1 of 2	

PROJECT # 23-101 WATSON
DRAWING NAME: 23-101 WATSON PLAT

WALKER WATSON PLACE

A REPLAT OF A PORTION OF TRACT 7 OF COSTELLO'S ACRE TRACTS
IN THE SW 1/4 OF SECTION 18, T. 50 N., R. 3 W., B. M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT AUTUMN PROPERTIES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE PLATTED INTO LOTS 1 & 2, THE SAME TO BE KNOWN AS 'WALKER WATSON PLACE' BEING THAT PARCEL DESCRIBED IN QUITCLAIM DEED, INST. NO. 2746592000, RECORDS OF KOOTENAI COUNTY, IDAHO; BEING A PORTION OF TRACT 7, COSTELLO'S ACRE TRACTS, AS RECORDED IN BOOK "C" OF PLATS, PG. 13, RECORDS OF KOOTENAI COUNTY, IDAHO, IN SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18, MONUMENTED WITH A 2 1/2" ALUMINUM CAP WITH ILLEGIBLE MARKINGS, FROM WHICH, THE SOUTHWEST CORNER OF SAID SECTION 18, MONUMENTED WITH A 2 1/2" ALUMINUM CAP BY PLS 818 BEARS SOUTH 00°37'47" WEST, 2655.28 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION 18, SOUTH 00°37'47" WEST, 999.93 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°22'12" EAST, 26.57 FEET TO THE EAST RIGHT-OF-WAY LINE OF 15TH STREET, A PUBLIC STREET, COMMON WITH THE WEST LINE OF SAID TRACT 7 AND THE TRUE POINT OF BEGINNING, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 6603;

THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND LEAVING SAID WEST LINE, SOUTH 89°07'00" EAST, 150.12 FEET TO THE EAST LINE OF THE WEST HALF OF SAID TRACT 7, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 5078;

THENCE ALONG SAID EAST LINE, SOUTH 00°52'07" WEST, 117.82 FEET TO THE NORTH LINE OF THE SOUTH 70 FEET OF THE WEST 200 FEET OF SAID TRACT 7, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 6603;

THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE, NORTH 89°12'43" WEST, 149.84 FEET, RETURNING TO SAID EAST RIGHT-OF-WAY LINE OF 15TH STREET, MONUMENTED WITH A 5/8" REBAR AND CAP BY PLS 6603;

THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°43'51" EAST, 118.07 FEET TO THE TRUE POINT OF BEGINNING.

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

John Watson 10-8-24
AUTUMN PROPERTIES, LLC, JOHN WATSON, MEMBER DATE

Jana Walker 10-8-2024
AUTUMN PROPERTIES, LLC, JANA WALKER, MEMBER DATE

ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Kootenai
ON THIS 08th DAY OF October, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN WATSON, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF AUTUMN PROPERTIES, LLC WHO EXECUTED THE FOREGOING INSTRUMENT AS MEMBER OF SAID LLC.

Dustin J Patchen
NOTARY PUBLIC

NOTARY PUBLIC FOR THE STATE OF Idaho
RESIDING AT: Kootenai County
MY COMMISSION EXPIRES: 11/01/2024



ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Kootenai
ON THIS 08th DAY OF October, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JANA WALKER, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF AUTUMN PROPERTIES, LLC WHO EXECUTED THE FOREGOING INSTRUMENT AS MEMBER OF SAID LLC.

Dustin J Patchen
NOTARY PUBLIC

NOTARY PUBLIC FOR THE STATE OF Idaho
RESIDING AT: Kootenai County
MY COMMISSION EXPIRES: 11/01/2024



CITY COUNCIL CERTIFICATE

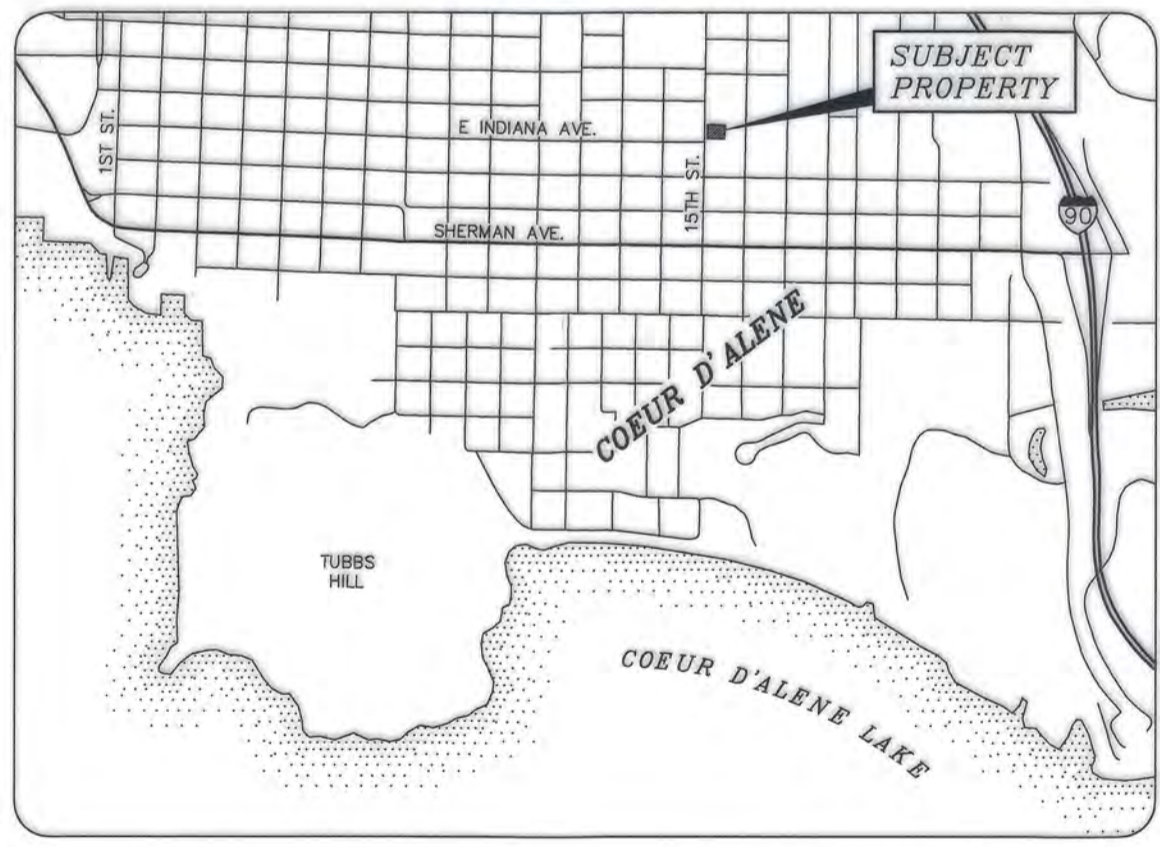
THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, DATED THIS _____ DAY OF _____, 20____.
CITY OF COEUR D'ALENE CLERK Christie W. Bly CITY OF COEUR D'ALENE ENGINEER pe #10804

SURVEYOR'S CERTIFICATE

I, SCOTT L. TOLDNESS, PLS 6603, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY THEREON AND THAT THE MONUMENTS HAVE BEEN PLACED AND ALL LOT CORNERS PROPERLY SET AND THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.

Scott L. Toldness 9/16/2024
SCOTT L. TOLDNESS, PLS 6603 DATE

VICINITY MAP



BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.0000962864. GEODETIC NORTH IS AN ANGULAR ROTATION OF -0°44'59" AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY.



COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.
DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY SURVEYOR



PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING CITY OF COEUR D'ALENE AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

10/11/2024 Kristina Kentig
DATE PANHANDLE HEALTH DISTRICT SIGNATURE

WATER AND SEWER NOTE

WATER SERVICE: WATER IS PROVIDED BY THE CITY OF COEUR D'ALENE
SEWER SERVICE: SEWAGE DISPOSAL BY THE CITY OF COEUR D'ALENE

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2023.

DATED THIS 9th DAY OF October, 2024

Mikhail Deputy Treasurer
KOOTENAI COUNTY TREASURER

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ M., IN BOOK _____ OF PLATS AT PAGE(S) _____ AT THE REQUEST OF GLAHE AND ASSOCIATES, INC., ON BEHALF OF AUTUMN PROPERTIES, LLC

AS INSTRUMENT NO. _____

KOOTENAI COUNTY CLERK _____ BY DEPUTY

\$ _____ FEE

1/4	SECTION	TOWNSHIP	RANGE	MONTANA	IDAHO
	18	50 N	3 W		
				OREGON	WASHINGTON
PROJECT # 23-101 WATSON DRAWING NAME: 23-101 WATSON PLAT					
WALKER WATSON PLACE				Scale: <u>N/A</u>	
GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474				Checked By: <u>SLT</u>	Drawn By: <u>SWO</u>
				Plot Date: <u>9/12/2024</u>	Sheet: <u>2 of 2</u>

CITY COUNCIL STAFF REPORT

DATE: November 5, 2024
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-24-02, Townhome Condominiums 5th Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, an eighteen (18) unit residential condominium subdivision.

HISTORY

- a. Applicant: Chad Oakland, Governor
Torrey Pines Condominiums, LLC
2022 N. Government Way
Coeur d'Alene, ID 83814
- b. Location: 3664 N. Torrey Pine Lane (West of 4th St on Torrey Pine Ln between Knotty Pine Ln & Whispering Pines Ln)

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a plat of a portion of Lot 8, Block 1, Townhome Condominiums - Second Addition located in Coeur d'Alene. The condominium plat has 4 buildings with 18 units. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

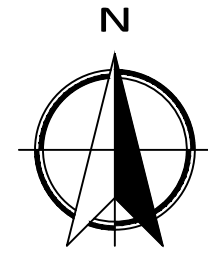
TOWNHOME CONDOMINIUMS 5TH ADDITION

A PORTION OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS-SECOND ADDITION

LOCATED IN THE NW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#



H-Scale 1" = 20'



LEGEND

- FOUND 5/8" REBAR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- POB POINT OF BEGINNING

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.

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 THE VILLAGE IN COEUR D'ALENE BY ERNEST M. WARNER PLS 4565. RECORDED IN BOOK G OF PLATS AT PAGE 242, UNDER INSTRUMENT NO. 1397476.
- R-2 TOWNHOME CONDOMINIUMS BY ERNEST M. WARNER PLS 4565. RECORDED IN BOOK G OF PLATS AT PAGE 369, UNDER INSTRUMENT NO. 1446986.
- R-3 TOWNHOME CONDOMINIUMS, FIRST ADDITION BY ERNEST M. WARNER PLS 4565. RECORDED IN BOOK 'I' OF PLATS AT PAGE 52, UNDER INSTRUMENT NO. 1542537.
- R-4 TOWNHOME CONDOMINIUMS, SECOND ADDITION BY DAVID E. SCHUMANN PLS 4182. RECORDED IN BOOK 'I' OF PLATS AT PAGE 136, UNDER INSTRUMENT NO. 1585154.
- R-5 TOWNHOME CONDOMINIUMS, THIRD ADDITION BY SCOTT M. RASOR PLS 6374. RECORDED IN BOOK 'I' OF PLATS AT PAGE 360, UNDER INSTRUMENT NO. 1738674.
- R-6 TOWNHOME CONDOMINIUMS, FOURTH ADDITION BY JOHN STEARNS PLS 8798. RECORDED IN BOOK 'J' OF PLATS AT PAGE 281, UNDER INSTRUMENT NO. 2008909.

BASIS OF BEARING

AS SHOWN HEREON THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 25°41'44" EAST BETWEEN THE SOUTHEASTERLY AND NORTHEASTERLY CORNER OF LOT 9, BLOCK 1, TOWNHOME CONDOMINIUMS, FIRST ADDITION.

BASIS OF ELEVATION

ELEVATION DEPICTED HEREON ARE BASED ON GPS RTK OBSERVATION. THE PROJECT BENCHMARK IS A 5/8" REBAR WITH NO CAP AND IS DEPICTED HEREON. ELEVATION = 2223.83' (NAVD 88)

SURVEYOR'S NARRATIVE

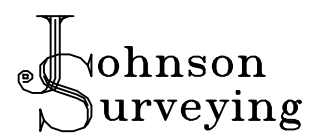
THE PURPOSE OF THIS SURVEY IS TO CREATE A CONDOMINIUM PLAT. SURVEY MONUMENTS WHERE FOUND/HOLD AS DEPICTED HEREON.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	670.06'	113.77'	9°43'43"	S20°50'21"W	113.64'
C2	670.06'	3.22'	0°16'30"	S16°06'44"W	3.22'
C3	670.06'	25.02'	2°08'23"	S17°19'10"W	25.02'
C4	670.06'	85.54'	7°18'50"	S22°02'47"W	85.48'
C5	20.00'	31.42'	90°00'43"	S70°42'34"W	28.29'
C6	79.00'	24.22'	17°34'02"	N73°04'05"W	24.13'
C7	20.00'	31.45'	90°05'03"	N19°14'33"W	28.31'
C8	20.00'	22.72'	65°05'44"	N58°20'50"E	21.52'
C9	20.00'	40.11'	114°54'16"	N31°39'10"W	33.72'

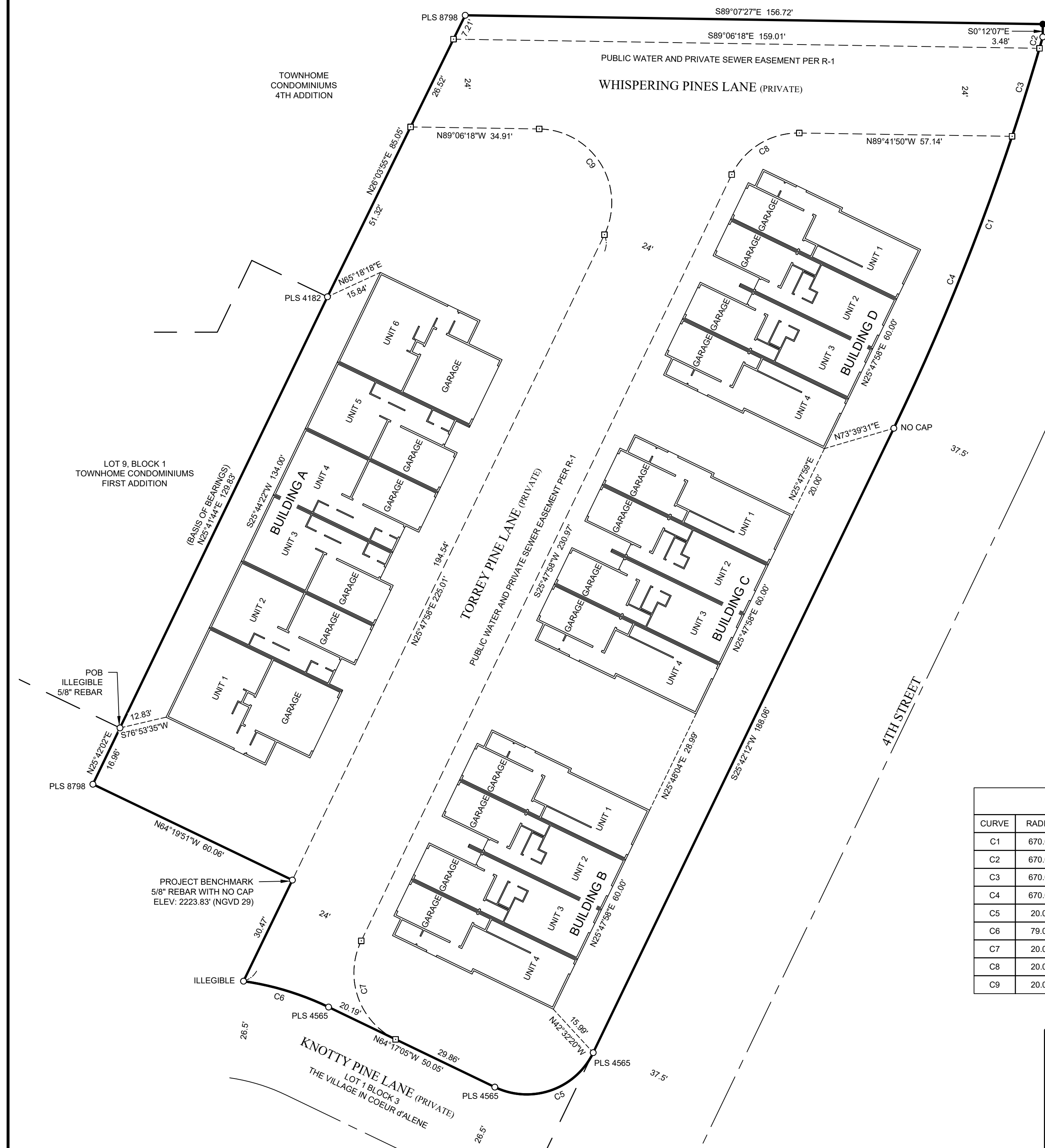


TOWNHOME CONDOMINIUMS 5TH ADDITION
 PART OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS 2ND ADDITION
 NW 1/4 SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



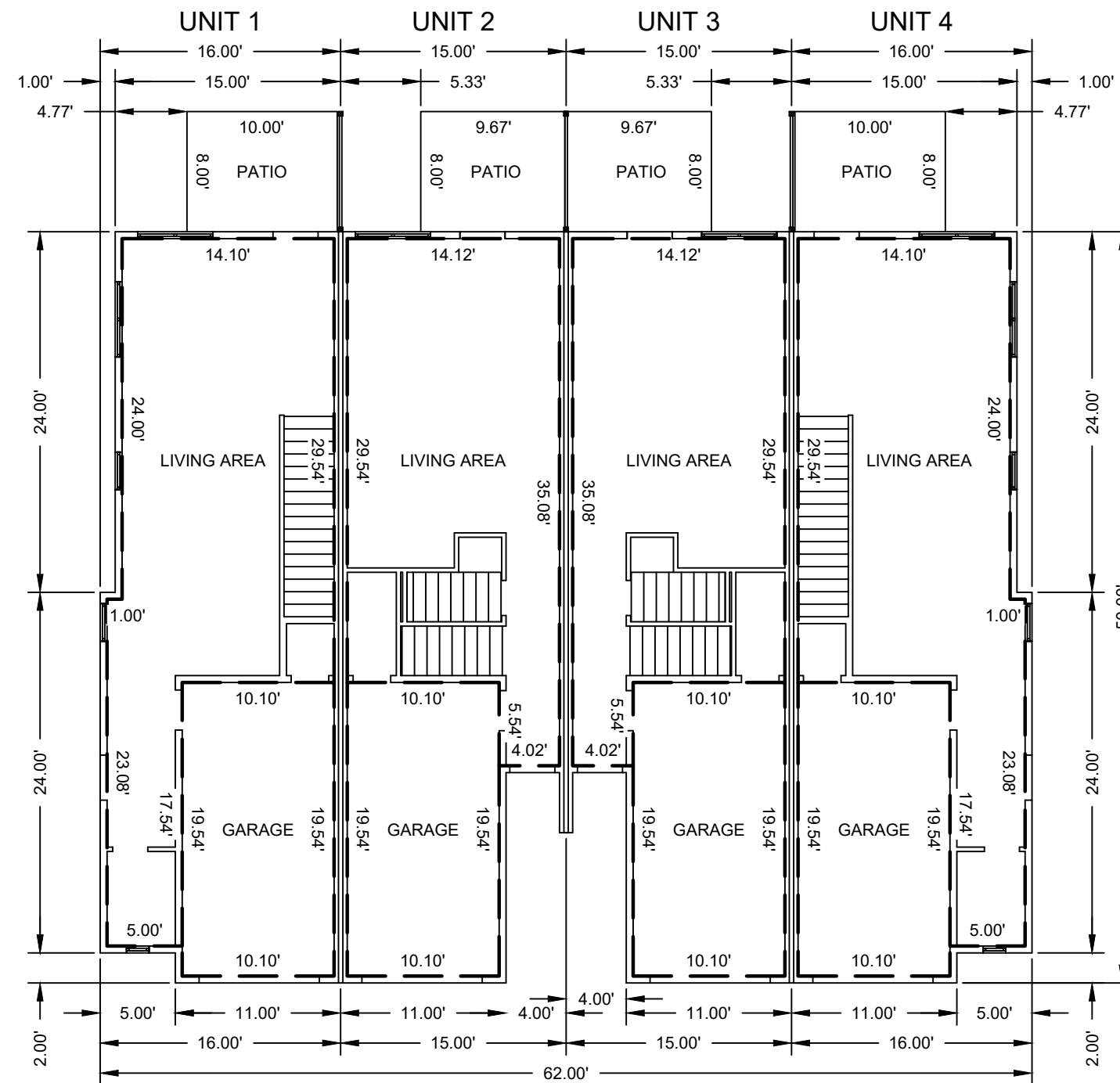
DATE SURVEYED: 03/29/2024	DRAFTED BY: DTL	PLAT DATE: 10/24/2024	SHEET
FILE NAME: 22-153 CONDO	CHECKED BY: CJJ	PROJECT No.: 22-153	1 5

P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveyingnw.com

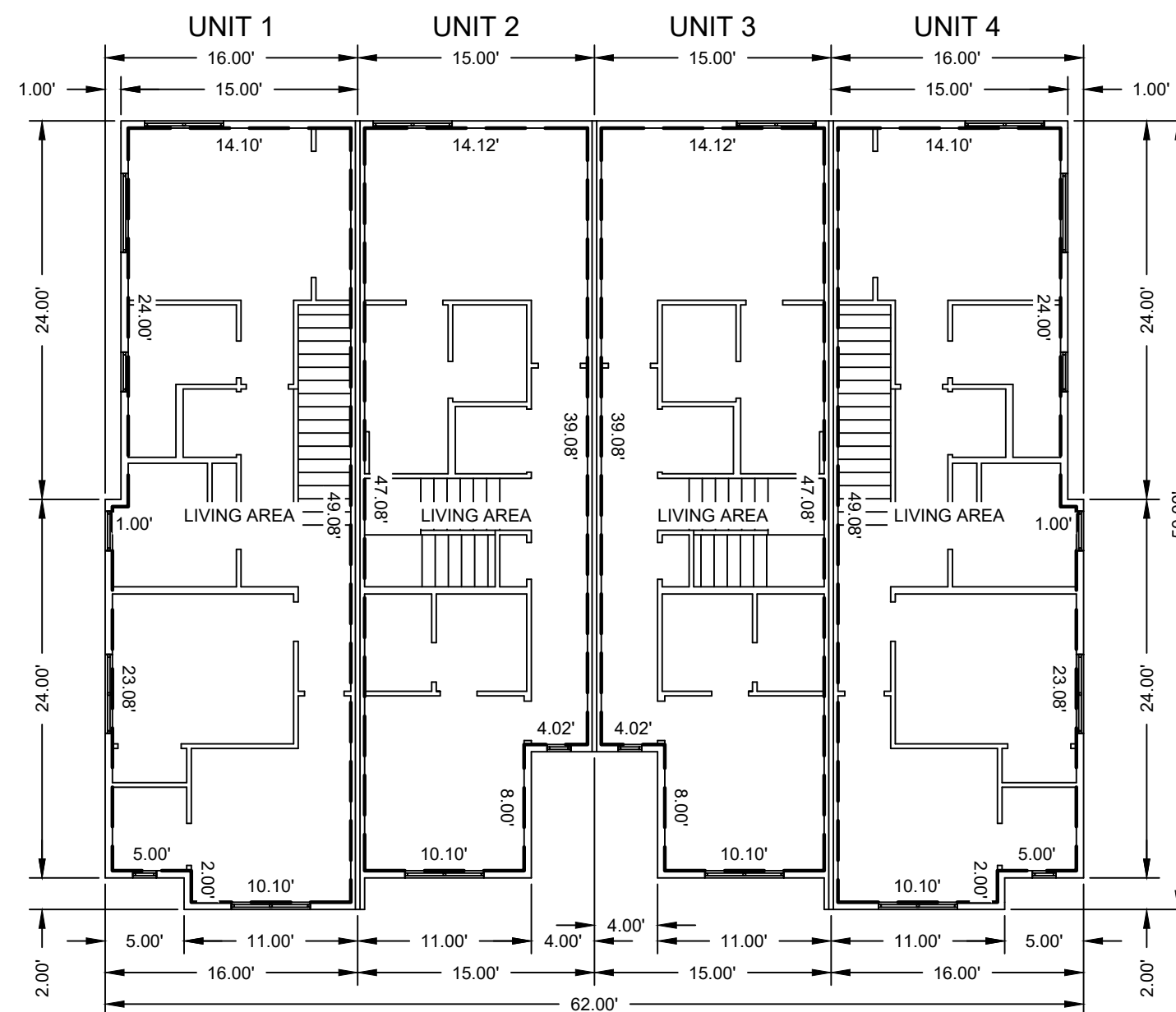


TOWNHOME CONDOMINIUMS 5TH ADDITION

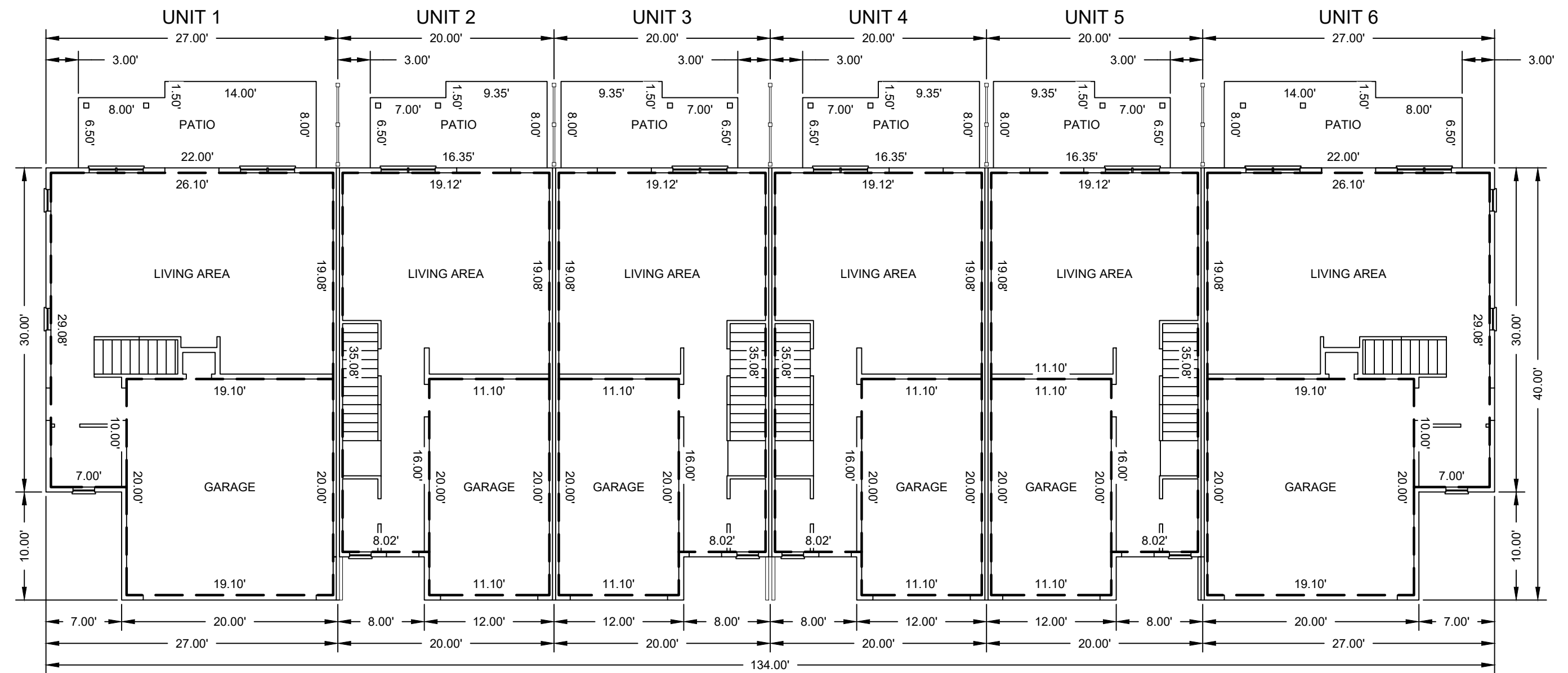
A PORTION OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS-SECOND ADDITION
 LOCATED IN THE NW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



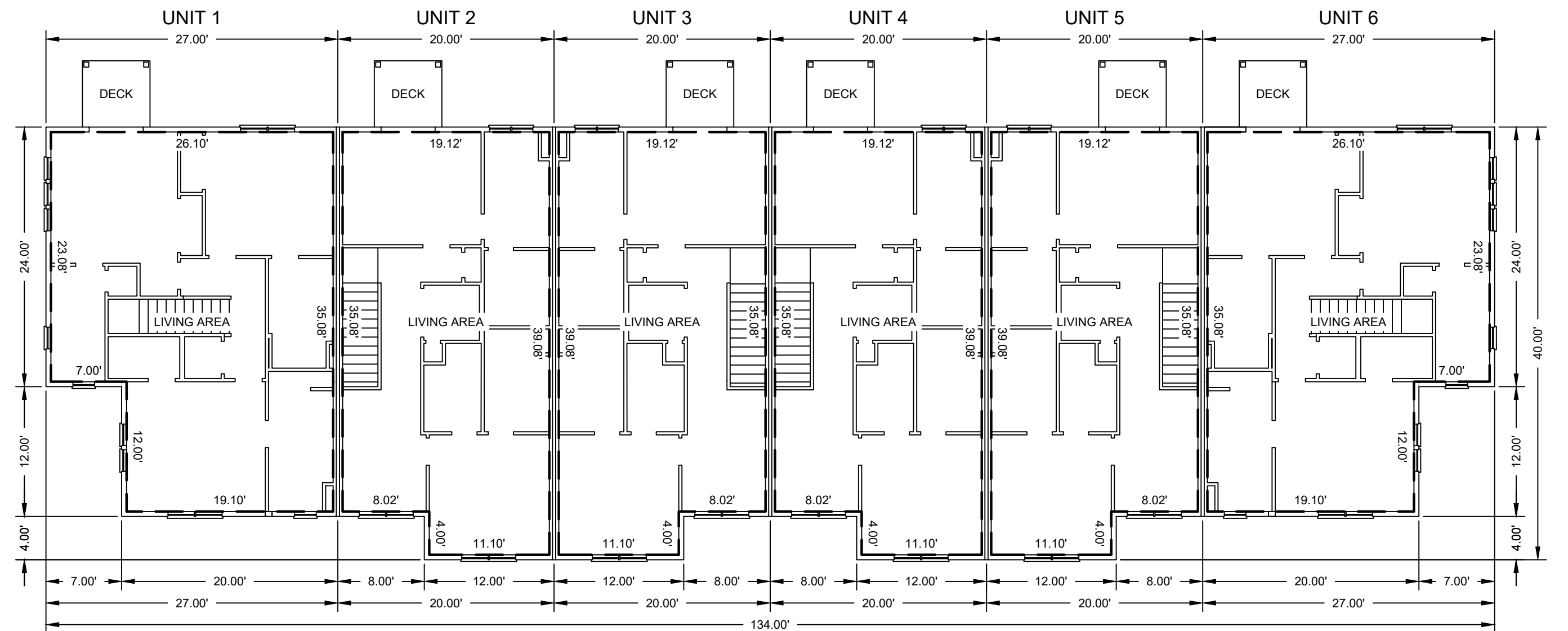
MAIN FLOOR
 BUILDINGS B, C, & D



UPPER FLOOR
 BUILDINGS B, C, & D

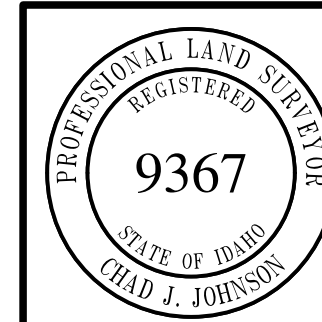


MAIN FLOOR
 BUILDING A



UPPER FLOOR
 BUILDING A

SEE TABLES ON PAGE 3 FOR UNIT AREAS



TOWNHOME CONDOMINIUMS 5TH ADDITION			
PART OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS 2ND ADDITION NW 1/4 SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 03/29/2024	DRAFTED BY: DTL	PLOT DATE: 10/24/2024	SHEET 2
FILE NAME: 22-153 CONDO	CHECKED BY: CJJ	PROJECT No.: 22-153	5

Johnson
 Surveying

P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveyingnw.com

TOWNHOME CONDOMINIUMS 5TH ADDITION

A PORTION OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS-SECOND ADDITION

LOCATED IN THE NW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



FRONT ELEVATION
BUILDING A



RIGHT SIDE ELEVATION
BUILDING A



FRONT ELEVATION
BUILDINGS B, C, & D



RIGHT SIDE ELEVATION
BUILDINGS B, C, & D

ELEVATIONS - BUILDING A					
UNIT	T.O. SLAB	PLATE	T.O. SUBFLOOR	TOP PLATE	M. BDRM TOP PLATE
1 - 6	2225.00'	2234.09'	2235.15'	2244.24'	2245.24'

ELEVATIONS - BUILDING B				
UNIT	T.O. SLAB	PLATE	T.O. SUBFLOOR	TOP PLATE
1 - 4	2225.90'	2234.99'	2236.05'	2244.14'

ELEVATIONS - BUILDING C				
UNIT	T.O. SLAB	PLATE	T.O. SUBFLOOR	TOP PLATE
1 - 4	2226.75'	2235.84'	2236.90'	2244.99'

ELEVATIONS - BUILDING D				
UNIT	T.O. SLAB	PLATE	T.O. SUBFLOOR	TOP PLATE
1 - 4	2226.40'	2235.49'	2236.55'	2244.64'

UNIT AREAS - BUILDING A					
UNIT	MAIN FLOOR LIVING AREA	GARAGE	PATIO (LCA)	UPPER FLOOR LIVING AREA	TOTAL
1	568 S.F.	382 S.F.	164 S.F.	832 S.F.	1946 S.F.
2	493 S.F.	222 S.F.	120 S.F.	715 S.F.	1550 S.F.
3	493 S.F.	222 S.F.	120 S.F.	715 S.F.	1550 S.F.
4	493 S.F.	222 S.F.	120 S.F.	715 S.F.	1550 S.F.
5	493 S.F.	222 S.F.	120 S.F.	715 S.F.	1550 S.F.
6	568 S.F.	382 S.F.	164 S.F.	832 S.F.	1946 S.F.

UNIT AREAS - BUILDINGS B, C, & D					
UNIT	MAIN FLOOR LIVING AREA	GARAGE	PATIO (LCA)	UPPER FLOOR LIVING AREA	TOTAL
1	510 S.F.	197 S.F.	80 S.F.	707 S.F.	1494 S.F.
2	440 S.F.	197 S.F.	77 S.F.	633 S.F.	1347 S.F.
3	440 S.F.	197 S.F.	77 S.F.	633 S.F.	1347 S.F.
4	510 S.F.	197 S.F.	80 S.F.	707 S.F.	1494 S.F.



TOWNHOME CONDOMINIUMS 5TH ADDITION

PART OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS 2ND ADDITION
NW 1/4 SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 03/29/2024	DRAFTED BY: DTL	PLOT DATE: 10/24/2024	SHEET 3
FILE NAME: 22-153 CONDO	CHECKED BY: CJJ	PROJECT No.: 22-153	5



P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

TOWNHOME CONDOMINIUMS 5TH ADDITION

A PORTION OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS-SECOND ADDITION
 LOCATED IN THE NW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

PANHANDLE HEALTH DISTRICT

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

 PANHANDLE HEALTH DISTRICT DATE

COEUR D'ALENE CITY COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 20 _____

 COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED.

THIS _____ DAY OF _____, 20 _____

 COEUR D'ALENE CITY ENGINEER

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS _____ DAY OF _____, 20 _____, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

 KOOTENAI COUNTY TREASURER

VICINITY MAP



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 PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST

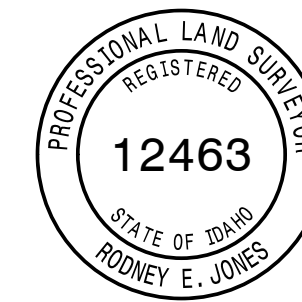
OF _____

 KOOTENAI COUNTY CLERK BY: _____ DEPUTY CLERK FEE PAID _____

COUNTY SURVEYOR'S CERTIFICATE

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

 RODNEY E. JONES PLS 12463
 KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, 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 9367 DATE _____

	TOWNHOME CONDOMINIUMS 5TH ADDITION PART OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS 2ND ADDITION NW 1/4 SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO				 P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
	DATE SURVEYED: 03/29/2024 FILE NAME: 22-153 CONDO	DRAFTED BY: DTL CHECKED BY: CJJ	PLOT DATE: 10/24/2024 PROJECT No.: 22-153	SHEET 4 5	

TOWNHOME CONDOMINIUMS 5TH ADDITION

A PORTION OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS-SECOND ADDITION

LOCATED IN THE NW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

CONSENT TO RECORDATION

IN WITNESS WHEREOF, KOOTENAI FUNDING, LLC, AN IDAHO LIMITED LIABILITY COMPANY, BENEFICIARY, UNDER CERTAIN DEEDS OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON AND RECORDED AS INSTRUMENT NUMBER 2964586000 AND 2982742000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURE AS EVIDENCE OF THEIR CONSENT TO THE CREATION OF THIS CONDOMINIUM PROJECT AND THE RECORDATION OF THE DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE INCLUDING, WITHOUT LIMITATIONS, THIS PLAT AND THE CONDOMINIUM DECLARATIONS REFERRED TO HEREIN.

THIS _____ DAY OF _____, 2024.

SIGNATURE _____

PRINT _____

TITLE _____

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 2024, BY _____

AS _____, OF KOOTENAI FUNDING, LLC.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

RESIDING AT: _____

CONSENT TO RECORDATION

IN WITNESS WHEREOF, GREGORY J. GERVAIS, A MARRIED MAN, BENEFICIARY, UNDER CERTAIN DEED OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON AND RECORDED AS INSTRUMENT NUMBER 2964587000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURE AS EVIDENCE OF THEIR CONSENT TO THE CREATION OF THIS CONDOMINIUM PROJECT AND THE RECORDATION OF THE DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE INCLUDING, WITHOUT LIMITATIONS, THIS PLAT AND THE CONDOMINIUM DECLARATIONS REFERRED TO HEREIN.

THIS _____ DAY OF _____, 2024.

GREGORY J. GERVAIS _____

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 2024, BY GREGORY J. GERVAIS, A MARRIED MAN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

RESIDING AT: _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT TORREY PINES CONDOMINIUMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A CONDOMINIUM PLAT TO BE KNOWN AS "TOWNHOME CONDOMINIUMS 5TH ADDITION" AND HEREBY CONSENTS TO THE RECORDATION OF THIS DOCUMENT, SAID PROPERTY BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS - SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "I", PAGE 136, (ORIGINALLY PLATTED AS LOT 8, BLOCK 1 OF THE VILLAGE AS RECORDED AT BOOK G, PAGE 242), RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 9, BLOCK 1, OF SAID PLAT; THENCE NORTH 25°41'44" EAST, ALONG THE EASTERLY LINE OF SAID LOT 9, A DISTANCE OF 129.83 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 9; THENCE NORTH 26°03'55" EAST 85.05 FEET; THENCE SOUTH 89°07'27" EAST 156.72 FEET; THENCE SOUTH 00°12'07" EAST 3.48 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 670.06 FEET, A CHORD BEARING OF SOUTH 20°50'21" WEST, A CHORD DISTANCE OF 113.64 FEET; THROUGH A CENTRAL ANGLE OF 09°43'43", A DISTANCE OF 113.77 FEET; THENCE SOUTH 25°42'12" WEST 188.06 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 70°42'34" WEST, A CHORD DISTANCE OF 28.29 FEET; THROUGH A CENTRAL ANGLE OF 90°00'43", A DISTANCE OF 31.42 FEET; THENCE NORTH 64°17'05" WEST 50.05 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 79.00 FEET, A CHORD BEARING OF NORTH 73°04'05" WEST, A CHORD DISTANCE OF 24.13 FEET; THROUGH A CENTRAL ANGLE OF 17°34'02", A DISTANCE OF 24.22 FEET; THENCE 25°47'58" EAST 30.47 FEET; THENCE NORTH 64°19'51" WEST 60.06 FEET; THENCE NORTH 25°42'02" EAST 16.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD OR IN VIEW.

CONTAINING 43137 SQUARE FEET, MORE OR LESS.

- SUBJECT TO CC&R'S RECORDED UNDER INSTRUMENT NUMBER 1422930 AND AMENDED UNDER INSTRUMENT NUMBERS 1639877, 1860998, 1945472, 2087346000, 2264152000 AND FURTHER AMENDED UNDER INSTRUMENT NUMBER: _____, ALL RECORDS OF KOOTENAI COUNTY, IDAHO.
- SEWER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- WATER SERVICE TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

CHAD OAKLAND, GOVERNOR _____ DATE _____
TORREY PINES CONDOMINIUMS, LLC
AN IDAHO LIMITED LIABILITY COMPANY

NOTARY PUBLIC

ACKNOWLEDGMENTS

STATE OF IDAHO)
) S.S.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY CODY FUNK AS GOVERNOR OF TORREY PINES CONDOMINIUMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: _____

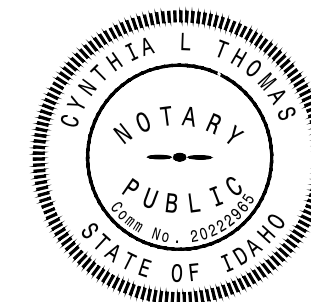
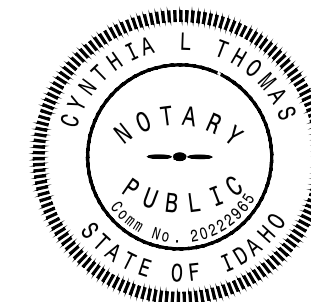
MY COMMISSION EXPIRES: JUNE 7, 2028

STATE OF IDAHO)
) S.S.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY CHAD OAKLAND AS GOVERNOR OF TORREY PINES CONDOMINIUMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: JUNE 7, 2028



TOWNHOME CONDOMINIUMS 5TH ADDITION			
PART OF LOT 8, BLOCK 1, TOWNHOME CONDOMINIUMS 2ND ADDITION NW 1/4 SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 03/29/2024	DRAFTED BY: DTL	PLOT DATE: 10/24/2024	SHEET
FILE NAME: 22-153 CONDO	CHECKED BY: CJJ	PROJECT No.: 22-153	5
			5
P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com			

RESOLUTION NO. 24-089

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTANCE OF A GRANT DEED FROM HAGADONE HOSPITALITY CORPORATION FOR A UTILITY EASEMENT FOR A SEWER LINE IN THE ALLEY NORTH OF SHERMAN AVENUE AND SOUTH OF LAKESIDE AVENUE, BETWEEN 1ST AND 2ND STREETS; AND APPROVING THE UNION 1ST ADDITION FINAL PLAT AND MAINTENANCE/WARRANTY AGREEMENT, AND ACCEPTANCE OF IMPROVEMENTS AND SECURITY.

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

- A) Accepting a Grant Deed from Hagadone Hospitality Corporation for a Utility Easement for a Sewer Line at the alley north of Sherman Avenue and south of Lakeside Avenue, between 1st and 2nd Streets;
- B) Approval of the Final Plat for the Union 1st Addition and a Maintenance/Warranty Agreement, and Acceptance of Improvements and Security [S-4-19m2]

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 and take the other described actions;

NOW, THEREFORE,

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

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

DATED this 5th day of November, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: November 5, 2024
FROM: Dennis J. Grant, Streets & Engineering Project Manager
SUBJECT: **Approval of Grant Deed for Utility Easement for Sewer Line at 101 E. Sherman Avenue.**

DECISION POINT

Staff is requesting the City Council to approve the Grant Deed for Utility Easement for Sewer Line from Hagadone Hospitality Corporation, Grantor, at the alley north of Sherman Avenue, south of Lakeside Avenue between 1st and 2nd Street.

FINANCIAL ANALYSIS

There will be no cost to the City for this grant of this Easement.

PERFORMANCE ANALYSIS

The Wastewater Department has stated that they need this easement. Attached are the Grant Deed and the Easement for approval. The signed agreement will allow the vacation at the alley right-of-way, at this same location, to be completed.

RECOMMENDATION

Staff recommends the approval of the Grant Deed for Utility Easement for Sewer Line from Hagadone Hospitality Corporation, Grantor, at the alley north of Sherman Avenue, south of Lakeside Avenue between 1st and 2nd Street.

Recording Requested By and When
Recorded Return to:

City of Coeur d'Alene
Attn: Mike Anderson
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

UTILITY EASEMENT FOR SEWER LINE

KNOW ALL MEN BY THESE PRESENTS, that **Hagadone Hospitality Co.**, whose address is **PO Box 6200, Coeur d'Alene, Idaho, 83816**, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, 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, a non-exclusive easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the sanitary sewer line and appurtenances, twenty (20) feet in total width, over and through the following described property:

See attached EXHIBIT A and as depicted on EXHIBIT B.

The **GRANTOR** agrees to keep the above-described easement clear of all buildings, structures, deep rooted flora, and other obstructions, not to include the storage of removable items.

The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, and removable by the **GRANTEE** at its option.

It is also understood and agreed that the **GRANTOR** shall not increase or decrease the existing ground surface elevations within this easement which exists at the time this document is executed without obtaining prior written consent of the **GRANTEE**.

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

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

LCE 24-011

28th IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this day of October, 2024

GRANTOR:

Bradley D. Hagadone
Bradley D. Hagadone, Director
Hagadone Hospitality Co.

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 28th day of October, 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Bradley D. Hagadone, the Director of Hagadone Hospitality Co., known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said corporation.

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



Lori L. Lougheed
Notary Public for Idaho
Residing at Post Falls, ID
My Commission Expires: 8/3/2030

EXHIBIT A

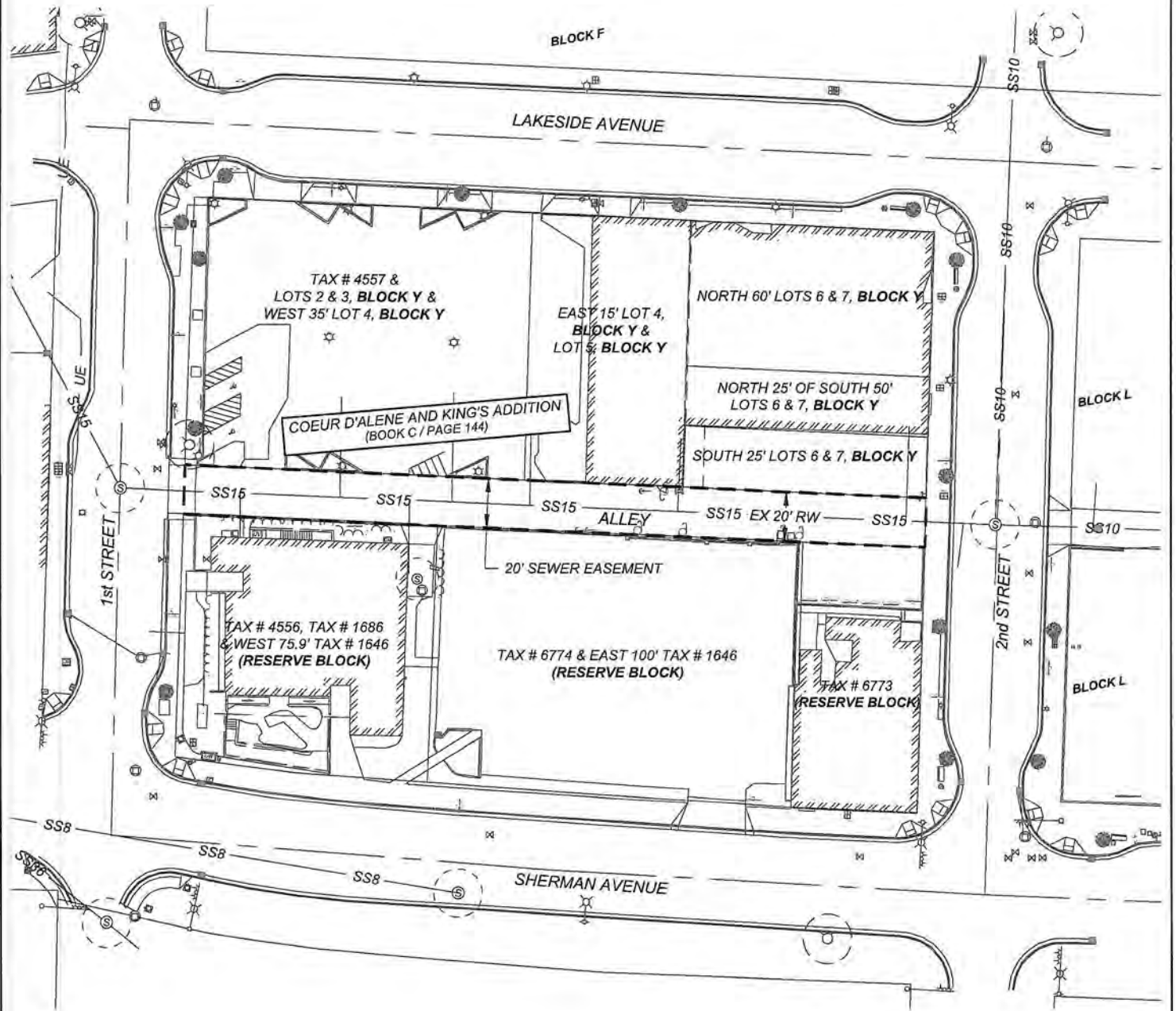
THE ALLEY ADJACENT TO TAX NUMBER 4556 & TAX NUMBER 4557 AND LOTS 2,3,4,5,6, & 7, BETWEEN BLOCK "Y" AND THE RESERVED BLOCK, AS SHOWN ON THE FINAL PLAT OF COEUR D' ALENE AND KING'S ADDITION, RECORDED IN BOOK "C" OF DEEDS, PAGE S 144 & 145, RECORDS OF KOOTENAI COUNTY, IDAHO, IN SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COUER D' ALENE, KOOTENAI COUNTY, IDAHO.

TAX NUMBER 4556 & TAX NUMBER 4557, ALSO BEING DESCRIBED AS PARCEL III & PARCEL V, IN SPECIAL WARRANTY DEED, INSTRUMENT NUMBER 1726764, RECORDS OF KOOTENAI COUNTY, IDAHO.



J. Bagley 10/15/24

EXHIBIT B



24-011 - SSWR ESMT EXBT
OCTOBER 24, 2024
SCALE: 1" = 60'
NORTH

**CITY COUNCIL
STAFF REPORT**

DATE: November 5, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **The Union 1st Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a nine (9) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Dennis E. Cunningham, II, Manager
The Pinnacle 19 LLC
P.O. Box 3398
Coeur d'Alene, ID 83816
- b. Location: .68 Acres located immediately east of the intersection of Beebe Boulevard and the Centennial Trail.
- c. Previous Action:
 1. Final Plat Approval, The Union – December 2020.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on November 5, 2025. The amount of the security provided is \$13,270.90.

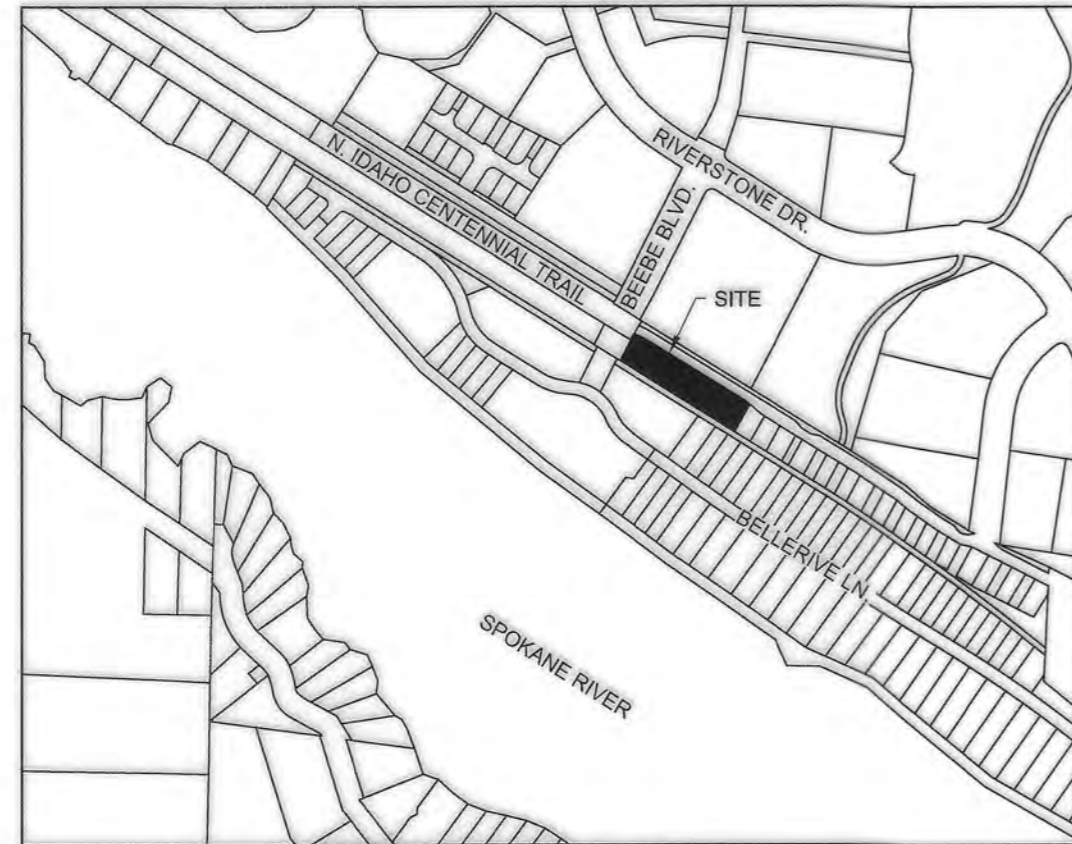
PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on November 5, 2025.

DECISION POINT RECOMMENDATION

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

THE UNION 1ST ADDITION
 BEING A REPLAT OF LOT 24, BLOCK 1, THE UNION
 SITUATE IN GOV'T LOT 4 OF SECTION 10
 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP
 SCALE: 1" = 5000'

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PINNACLE 19 LLC, IS THE SOLE OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATION AND HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS. THE SAME TO BE KNOWN AS THE UNION 1ST ADDITION, BEING A REPLAT OF LOT 24, BLOCK 1 OF THE UNION AS RECORDED IN BOOK L OF PLATS AT PAGE 538, KOOTENAI COUNTY RECORDS, LOCATED IN A PORTION OF GOVERNMENT LOT 4 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

THE ABOVE DESCRIBED CONTAINS ±0.677 ACRES (29,482 SQ.FT)

THE AREA IDENTIFIED HEREON AS TRACT "E" IS DESIGNATED AS OPEN SPACE AND SHALL BE DEEDED TO AND BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION IN ACCORDANCE WITH THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "REPLAT OF LOT 24, BLOCK 1, THE UNION" HOMEOWNERS ASSOCIATION. THE TRACT CAN NOT BE SOLD OR TRANSFERRED REGARDLESS OF PROVISIONS IN SAID DECLARATIONS OF CC&RS TO THE CONTRARY WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD OR IN VIEW IN ADDITION TO COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED WITH THE UNION SUBDIVISION.

THE OWNER HEREBY GRANTS A NEW PUBLIC UTILITY EASEMENT TO THE CITY OF COEUR D'ALENE WITHIN TRACT "E", AS SHOWN ON DETAIL "A" ON SHEET 2.

THE AREA IDENTIFIED HEREON AS TRACT "E" IS DESIGNATED AS OPEN SPACE AND SHALL BE DEEDED TO AND BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION IN ACCORDANCE WITH THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "THE UNION 1ST ADDITION" HOMEOWNERS ASSOCIATION, BEING INSTRUMENT NUMBER _____ THE TRACT CAN NOT BE SOLD OR TRANSFERRED REGARDLESS OF PROVISIONS IN SAID DECLARATIONS OF CC&R'S TO THE CONTRARY WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER DISPOSAL FOR THIS PLAT IS PROVIDED BY THE CITY OF COEUR D'ALENE
 DOMESTIC WATER FOR THIS PLAT IS PROVIDED BY THE CITY OF COEUR D'ALENE

[Signature]
 DENNIS E. CUNNINGHAM, II - MANAGER
 THE PINNACLE 19 LLC
 DATE: 10/24/24

RECORDER'S CERTIFICATE:

FILED THIS ____ DAY OF _____, 2024
 AT ____ O'CLOCK ____ M. IN BOOK ____ OF PLATS AT PAGE ____
 AT THE REQUEST OF HMH ENGINEERING ON BEHALF OF THE PINNACLE 19 LLC
 INSTRUMENT NO. _____ FEE: _____

KOOTENAI COUNTY RECORDER

CITY ENGINEER'S CERTIFICATE:

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET ON THIS ____ DAY OF _____, 2024

ENGINEER, CITY OF COEUR D'ALENE

CITY COUNCIL CERTIFICATE:

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO
 DATED THIS ____ DAY OF _____, 2024

CITY CLERK

COUNTY TREASURER'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2023

DATED THIS 24 DAY OF October, 2024.

[Signature]
 KOOTENAI COUNTY TREASURER Deputy Treasurer

PANHANDLE HEALTH DISTRICT CERTIFICATE:

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

[Signature]
 PANHANDLE HEALTH DISTRICT
 DATE: 10/24/2024

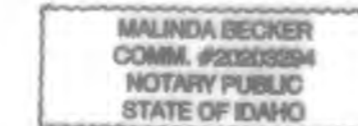
NOTARY PUBLIC CERTIFICATE:

ACKNOWLEDGEMENT

STATE OF IDAHO }
) ss
 COUNTY OF Kootenai }

ON THIS 24 DAY OF October IN THE YEAR OF 2024, BEFORE ME PERSONALLY APPEARED *[Signature]* KNOW OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME. I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC: *[Signature]*



MY COMMISSION EXPIRES: 8-28-2026

SURVEYOR'S CERTIFICATE:

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON AN ACTUAL FIELD SURVEY, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 13, TITLE 50 OF THE IDAHO CODE. I HEREBY CERTIFY THAT ALL CORNERS AND MONUMENTS SHOWN HERON HAVE BEEN ESTABLISHED ON THE GROUND; THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCE, HAVE BEEN COMPLIED WITH.

[Signature]
 DANIEL O. INLOES, PLS 20888:



10/17/24
 DATE:

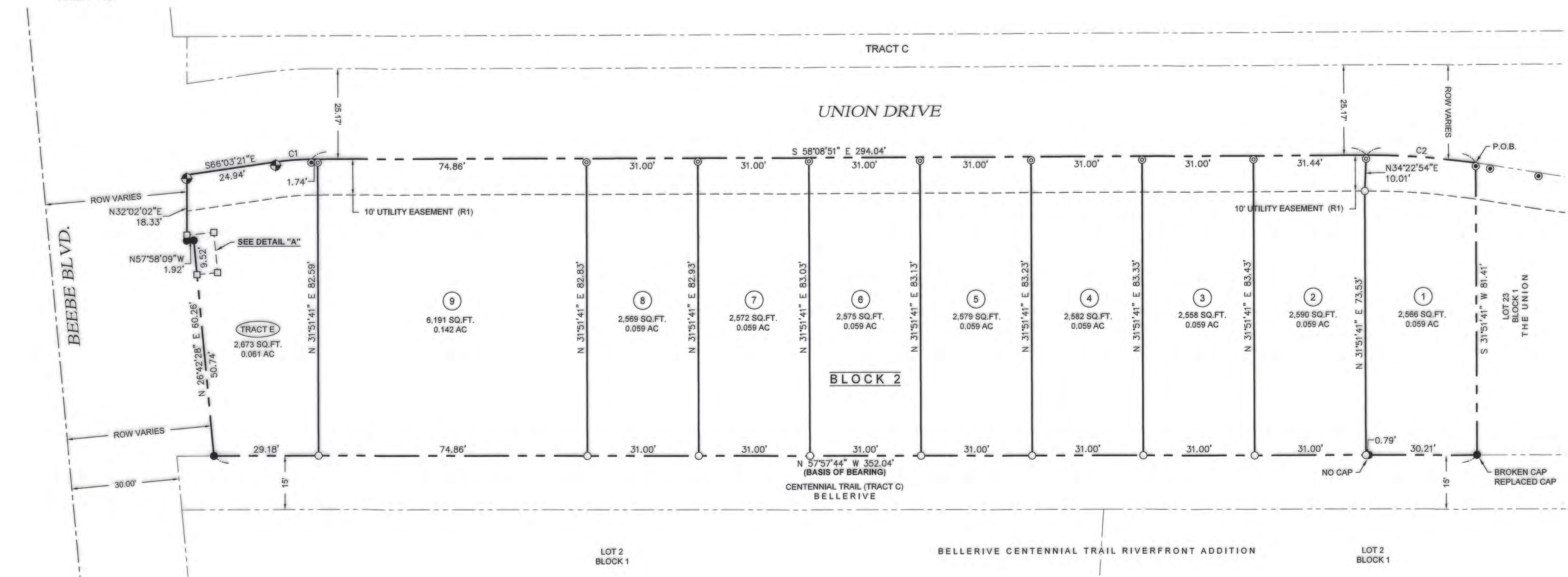
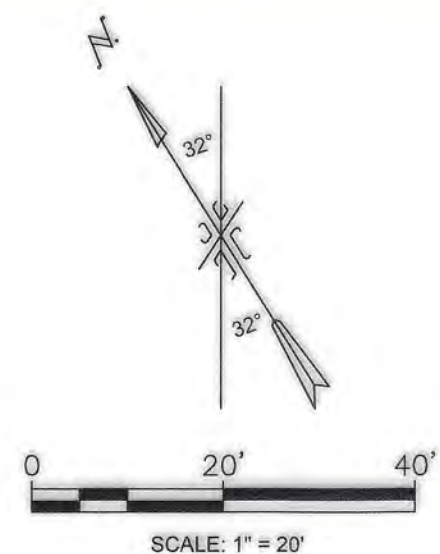
DATED THIS ____ DAY OF _____, 2024.

KOOTENAI COUNTY SURVEYOR



THE UNION 1ST ADDITION
 BEING A REPLAT OF LOT 24, BLOCK 1, THE UNION
 SITUATE IN GOV'T LOT 4 OF SECTION 10
 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
 INST#: _____



- LEGEND:**
- FOUND 1.00' WITNESS CORNER 1-1/4" BRASS CAP MARKED "H2 PLS 12100"
 - FOUND 5/8" REBAR, MARKED "H2 PLS 12110" OR AS DESCRIBED
 - FOUND 1.00' WITNESS CORNER - 5/8" REBAR, MARKED "H2 PLS 12110" OR AS DESCRIBED
 - SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "INLOES PLS 20888"
 - SET 1.00' WITNESS - 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "W.C. PLS 20888"
 - SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ESMT PLS 20888"
 - LOT NUMBER
 - SUBJECT PROPERTY BOUNDARY
 - INTERIOR LOT LINES
 - ADJACENT PROPERTY BOUNDARY
 - ROAD CENTERLINE
 - EASEMENT LINE

BASIS OF BEARING:

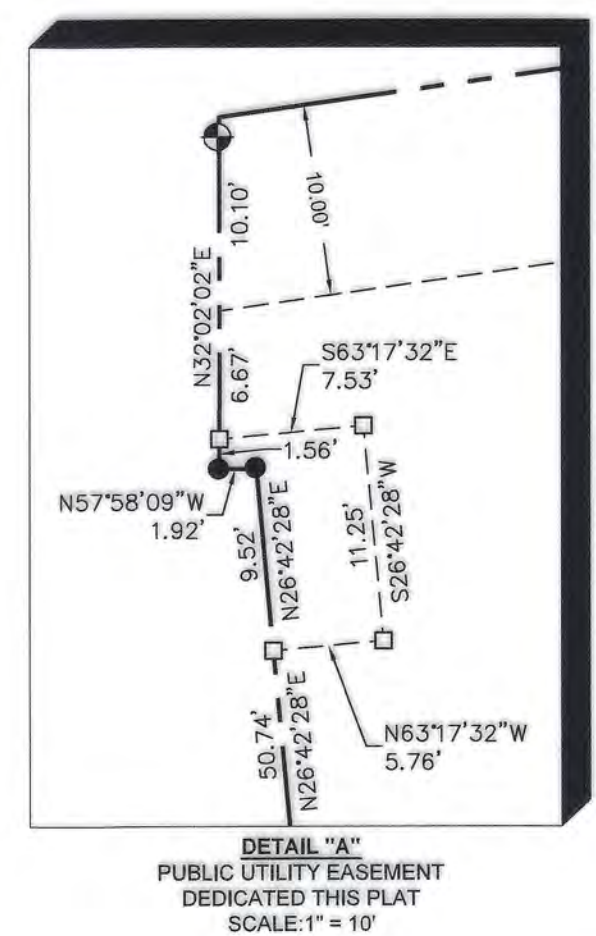
THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.000) ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED. DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND BY APPLYING GEIOD18 WHICH PRODUCED A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.0000901305.

REFERENCES:

(R1) THE UNION, BOOK L OF PLATS AT PAGE 538, INSTRUMENT No. 2799518000, JOSHUA BAGLEY, PLS 12110, 2020

- NOTES:**
- PER IDAHO CODE 50-1304-4, PLATS THAT ARE RE-SUBDIVISION OF SUBDIVISIONS OF RECORD NEED NOT MEET THE REQUIREMENTS SET FORTH IN IDAHO CODE 55-1304-2-G, WHICH REQUIRES TIES TO AT LEAST TWO (2) PLSS CORNERS OR MONUMENTS RECOGNIZED BY THE COUNTY SURVEYOR.
 - THE LOTS WITHIN THIS PLAT ARE SUBJECT TO AN EXISTING 10' UTILITY EASEMENT ALONG THE FRONTAGE OF UNION DRIVE AS DEDICATED ON (R1).
 - THE SOUTH RIGHT OF WAY LINE OF UNION DRIVE FALLS ON THE BACK OF CURB. PER NOTE 10 ON (R1), TO AVOID DISTURBING THE CURB, 1.00' WITNESS CORNERS WERE SET FOR THE NORTH LOT CORNERS IN BLOCK 1 OF (R1). THE MONUMENTS SET THIS PLAT WERE ALSO SET AT A 1.00' OFFSET FROM THE SOUTH RIGHT OF WAY LINE OF UNION DRIVE. LOT CORNERS WERE SET 1.00' SOUTH OF THE RIGHT OF WAY LINE. ON THE LOT LINES RUNNING NORTH/SOUTH, POINTS OF CURVES AND POINTS OF TANGENTS WERE SET 1.00' SOUTH OF THE RIGHT OF WAY ON THE LOT LINES RUNNING NORTH/SOUTH.
 - PURSUANT TO IDAHO CODE 50-1304(2)(L), PER PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATIONS NATIONAL PIPELINE MAPPING SYSTEM, THERE ARE NO EXISTING INTERSTATE NATURAL GAS TRANSMISSION PIPELINES OR INTERSTATE PETROLEUM PRODUCTS PIPELINES WITHIN 1000 FEET OF THIS SUBDIVISION.

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	10.05	73.86	7°47'40"	10.04	S62°09'21"E
C2	30.67	211.50	8°18'28"	30.64	S53°59'39"E



SURVEYOR'S NARRATIVE:

THIS REPLAT IS BEING PRODUCED AT THE REQUEST OF THE PINNACLE 19 LLC, WITH THE PURPOSE OF DIVIDING THE EXISTING LOT 24, BLOCK 1 OF THE UNION INTO 9 LOTS AND 1 "TRACT" AS DESCRIBED IN THE OWNERS CERTIFICATE. FOUND MONUMENTS SUBSTANTIALLY FIT RECORD AS DESCRIBED ON (R1). THE BASIS OF BEARING WAS ESTABLISHED FROM FOUND MONUMENTS AT THE SOUTHWEST AND SOUTHEAST CORNER OF SAID LOT 24.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

The Union 1st Addition

THIS AGREEMENT made this 5th day of November, 2024 between The Pinnacle 19 LLC, whose address is P.O. Box 3398, Coeur d'Alene, ID 83816, with Dennis E. Cunningham, II, Manager, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved the final subdivision plat of The Union 1st Addition, a nine (9) lot, residential development in Coeur d'Alene, lying within Gov't Lot 4 of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "The Union, Lot 24, Block 1 Subdivision", signed and stamped by Christine M. Baker, PE, # 20126, dated May 18, 2023, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Thirteen Thousand Two Hundred Seventy and 90/100 Dollars (\$13,270.90) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 5th day of November, 2025. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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


City of Coeur d'Alene

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

The Pinnacle 19 LLC

DocuSigned by:


Dennis E. Cunningham, II, Manager

EXHIBIT 'A'

The Union 1st. Addition
Prepared By: Christine Smith
Date: August 22, 2024



Item Description	Estimated Quantity	Unit	Unit Price	Total Price
WATER SYSTEM	1	LS	\$60,411.00	\$60,411.00
SEWER SYSTEM	1	LS	\$21,762.00	\$21,762.00
STORMWATER FACILITIES	1	LS	\$700.00	\$700.00
CURB AND GUTTER	1	LS	\$12,555.00	\$12,555.00
HOT MIX ASPHALT (SP3, 3-INCH DEPTH)	1	LS	\$20,790.00	\$20,790.00
BASE COURSE	1	LS	\$16,491.00	\$16,491.00
			Total:	\$132,709.00
Maintenance/Warranty Bond (10%)				\$13,270.90

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: November 5, 2024
FROM: Mike Anderson, Wastewater Director
SUBJECT: Sewer Service Outside City Limits

DECISION POINT: Should the City Council approve a written agreement to allow for the extension of public sewer service to 2881 E. Murphy Road?

HISTORY: Christina Roy, the owner of property located at 2881 E. Murphy Road, has requested that the City provide sewer service to her property which is located outside the corporate limits of the City of Coeur d’Alene. The property does touch the City boundaries at one point, for about nine feet. It also abuts E. French Gulch Road on the north. There is a City sewer main in French Gulch Road and there is a collector line along a portion of the east property line which serves Fernan Hill Estates. Like other properties in the French Gulch area, the septic system on the Roy property is failing. Although Panhandle Health has suggested a “fix” for the Roy property, the cost is prohibitively expensive.

Wastewater Department Policy No. 718, effective December 1, 2020, reiterated the Council’s policy that sewer service will not be provided to properties outside the municipal boundaries of the City. However, the policy also provided:

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

This property is not viable for annexation at this time because water is not available in sufficient quantities to allow coverage by the City Fire Department. The nearest water line is approximately 370 away in Victorian Avenue, and the nearest hydrant is over 400 feet away.

FINANCIAL ANALYSIS: There will be no significant additional cost to the City other than to treat the sewage from this single-family lot. The property owner will pay connection fees and the monthly sewer charge.

PERFORMANCE ANALYSIS: The exception to the policy prohibiting sewer service outside the City limits was intended to allow for hardship situations when annexation is

not viable. The Roy property fits squarely within this exception without any need to extend a sewer main which would require additional maintenance. A copy of the proposed agreement is attached hereto as Exhibit "A."

DECISION POINT/RECOMMENDATION: Council should approve the written agreement to allow for the extension of public sewer service to 2881 E. Murphy Road.



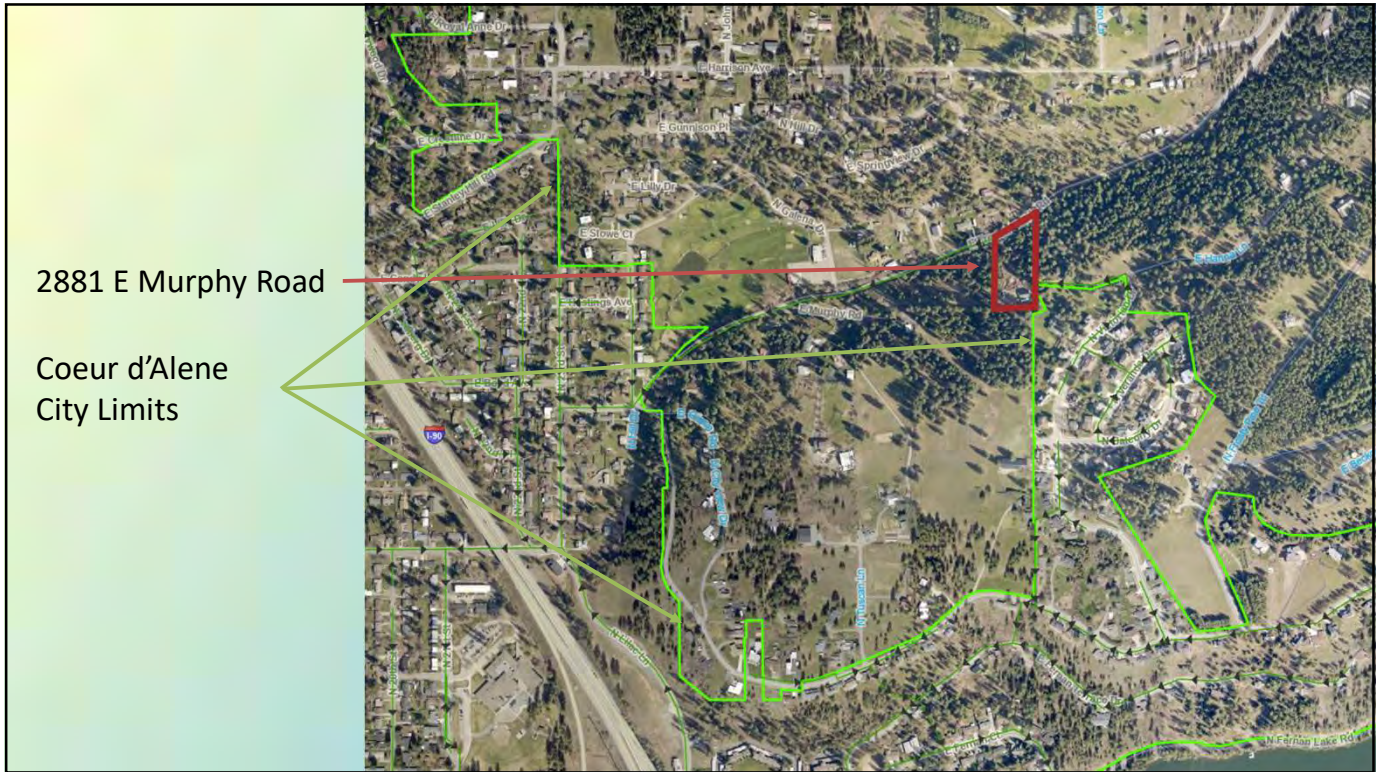
1

WASTEWATER SERVICE to

2881 E Murphy Road

A smaller version of the City of Coeur d'Alene logo is located in the bottom right corner of the page. It features the same stylized tree, mountains, and water graphic as the larger logo, with the text "City of Coeur d'Alene" and "IDAHO" below it.

2



3

Wastewater Policy 718

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



4

Exception

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



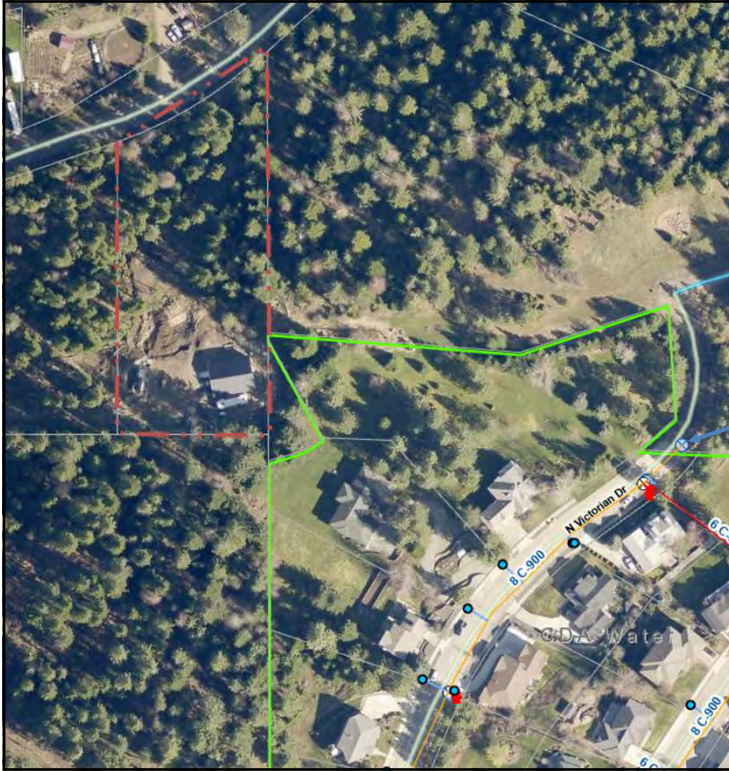
5

Concern

Property cannot annex in CDA at this time.



6



Nearest
Water Service

7



Public Sewer

8

Service Agreement Highlights

- Property is limited to one single family residence
- Property must annex when annexation requirements are met.
- This agreement “runs with the land”



9

Questions?



10

RESOLUTION NO. 24-090

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH CHRISTINA ROY FOR THE EXTENSION OF SEWER SERVICE OUTSIDE CITY LIMITS TO PROPERTY LOCATED AT 2881 E. MURPHY ROAD.

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

WHEREAS, the property located at 2881 E. Murphy Road, owned by Christina Roy, is located outside the corporate limits of the City of Coeur d'Alene and not currently eligible for annexation.

WHEREAS, a septic system is not a viable option for the property due to the extraordinary expense involved in meeting Panhandle Health requirements; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute an Agreement with Christina Roy for wastewater service outside City limits, a copy of which MOA is attached hereto as Exhibit "A" and by reference made a part hereof; and;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute an Agreement with Christina Roy in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 5th day of November, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

_____ was absent. Motion _____.

AGREEMENT FOR WASTEWATER SERVICE OUTSIDE CITY LIMITS

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the City of Coeur d'Alene, Idaho, a municipal corporation (hereinafter referred to as the “City”), and Christina Roy, residing at 2881 E. Murphy Rd. (hereinafter referred to as the “Property Owner”).

RECITALS:

WHEREAS, the Property Owner owns certain real property located at 2881 E. Murphy Rd., with a legal description of **PTN TAX #24074 IN SEC 18 [NE-NE] 1850N03W**, which is currently outside the corporate limits of the City of Coeur d'Alene, but desires to obtain wastewater service from the City; and

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

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

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

1. WASTEWATER SERVICE

The City agrees to provide wastewater service to the Property Owner’s single-family residence located at 2881 E. Murphy Rd., subject to the terms and conditions set forth in this Agreement and provided that all **City standards and policies** are followed.

2. LIMITATION ON USE

The Property Owner agrees that only one (1) **single-family residence** shall be constructed or connected to the City's wastewater service on the property. **No additional structures** or dwellings shall be connected to the City's wastewater system unless otherwise agreed in writing by the City.

3. SEPTIC TANK ABANDONMENT

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

The Property Owner must provide documentation to the City, including a City Sewer permit and a "Pump & Fill" receipt, confirming the proper abandonment of any septic tanks. **Failure to provide such documentation** may result in termination of this Agreement.

4. CONNECTION FEES AND MONTHLY RATES

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

5. ANNEXATION REQUIREMENT

The Property Owner agrees that the property shall be **annexed into the City of Coeur d'Alene** once the property meets the City's annexation requirements. The Property Owner consents to such annexation at the City's discretion and shall bear all costs and fees associated with the annexation process.

Failure to annex may result in termination of this Agreement or other consequences as determined by the City.

6. COMPLIANCE WITH REGULATIONS

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

7. RIGHT OF ACCESS

The City reserves the right to access the property for **inspection, maintenance, repair, or emergency response** related to the City's wastewater infrastructure. The Property Owner shall provide reasonable access to the City's authorized personnel for these purposes.

8. LIABILITY AND INDEMNIFICATION

The Property Owner agrees to indemnify and hold the City harmless from any **claims, damages, losses, or liabilities** arising from the construction, maintenance, or use of the sewer system, including but not limited to claims of property damage, personal injury, or environmental harm, excepting only claims, damages, losses, or liabilities proximately caused by the City's negligence or other wrongful conduct.

9. TERM AND TERMINATION

This Agreement shall remain in effect unless terminated by mutual agreement of the parties or upon annexation of the property into the City.

10. ENTIRE AGREEMENT

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

11. RUN WITH THE LAND

The provisions of this Agreement shall be covenants running with the land. Its provisions shall be binding, to the fullest extent permitted by law, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Property Owner, her successors and assigns, and every successor in interest to the subject property, or any part of it or any interest in it, and any party in possession or occupancy of it.

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

CITY OF COEUR D'ALENE

By: _____

Name: _____

Title: _____

PROPERTY OWNER

By: _____

Christina Roy

Address: 2881 E Murphy Rd

GS/PW STAFF REPORT

Date: November 5, 2024

From: Adam Korytko
Building Maintenance Superintendent

SUBJECT: Approval to demolish the old museum building at 115 Northwest Blvd.
(Council Action Required)

DECISION POINT:

Should Council approve the demolition of the old museum building located at 115 Northwest Blvd?

HISTORY:

The museum building located at 115 Northwest Blvd was remodeled and reopened in 1979. Originally constructed in the 1960s, it has a footprint of 4,000 sq. ft., with 2,500 sq. ft. dedicated to exhibits, while the remainder served as office space, work areas, and artifact storage. In recent years, the roof deck has developed significant splits, allowing rainwater and snowmelt to infiltrate the structure. Despite multiple repair attempts, the roof has failed completely, necessitating a full replacement. Earlier this year, the city conducted mold testing, which revealed high levels of mold, rendering the building unfit for occupancy. In its current state, occupancy is not safe. With the museum currently vacant, it faces risks of further decay, damage, vandalism, and becoming an eyesore at the city's entrance. Renovations may not only exceed the cost of demolition but also fail to address underlying issues. This outdated building fails to meet current codes and demolition allows for compliance with modern regulations ensuring a safer environment.

FINANCIAL ANALYSIS:

Currently the building is unoccupied and in need of a full roof replacement, HVAC roof top unit replacement, asbestos and mold abatement at an estimated cost of \$180,000. The cost to abate and demolish the building is about \$70,000. We have presented the building to other agencies as a leasing opportunity; however, due to its condition and renovation costs, there has been little to no interest.

PERFORMANCE ANALYSIS:

The building is uninhabitable in its current state with the cost of repairs being more than the building is worth. Demolition would open the view into City Park and may allow for additional parking or other options in the future that could revitalize the area, improve local aesthetics, and create space for a fresh option.

DECISION POINT / RECOMMENDATION:

Council should approve the demolition of the old museum building located at 115 Northwest Blvd.

PUBLIC HEARINGS

City Council STAFF REPORT

DATE: November 5, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-24-03, Vacation of a portion of Alley right-of-way lying adjacent to Tax Number 4556, Tax Number 4557, Lots 2,3,4,5,6, and 7, between Block Y and the Reserved Block as shown on the Final Plat of Coeur d'Alene and King's Addition.**

DECISION POINT

The applicant, Hagadone Hospitality Corporation, is requesting the vacation of a portion of alley right-of-way located between Block Y and the Reserved Block as shown on the final plat of Coeur d'Alene and King's Addition. The general location is north of Sherman Avenue, south of Lakeside Avenue between 1st and 2nd Street.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Plat of Coeur d'Alene and King's Addition on July 5, 1886.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 600 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a portion of alley right-of-way to build a 15-story hotel, restaurant and a multilevel parking structure on the property surrounding this alley. This project went through the Design Review process in March of 2024, and received unanimous approval from the Design Review Commission. The project is slated to start in the Fall of 2024 beginning with the demolition of the existing structures and facilities on the site. It is anticipated that construction of the building will commence in the Spring of 2025 with a 2-year construction schedule. The property on each side of the alley is owned by the applicant. There are several existing utilities such as sewer, power and other franchised utilities that will be contained in an easement as part of the vacation ordinance. This easement would allow unrestricted access to the city utilities in that area. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant, Hagadone Hospitality Corporation, property owner.



PARCEL	ADDRESS	OWNER	PARCEL NUMBER
1	101 E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-999-999-B
2	NKA E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-999-999-A
3	116 E. LAKESIDE AVENUE	HAGADONE HOSPITALITY CO	C-1800-00Y-005-A
4	123 E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-00Y-006-C



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

ALLEY VACATION REQUEST

SHERMAN & LAKESIDE

DRAFTED BY:	DCD
SCALE:	NTS
DATE:	08/28/24
JOB NO.:	LCE 24-011

ORDINANCE NO. _____
COUNCIL BILL NO. 24-1018

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF ALLEY RIGHT-OF-WAY, AS SHOWN ON THE FINAL PLAT OF COEUR D'ALENE AND KING'S ADDITION, RECORDED IN BOOK "C" OF DEEDS, PAGES 144 & 145, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS THAT PORTION OF THE ALLEY RIGHT-OF-WAY, LYING ADJACENT TO TAX NUMBER 4556 AND TAX NUMBER 4557 AND LOTS 2,3,4,5,6, & 7, BETWEEN BLOCK "Y" AND THE RESERVED BLOCK AS SHOWN ON THE FINAL PLAT OF COEUR D'ALENE AND KING'S ADDITION LYING IN SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interest of the City of Coeur d'Alene and the citizens thereof that said portion of alley right-of-way be vacated;

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

Legal Description and Drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That said vacated alley right-of-way shall revert to the adjoining property owner of record on the north and south side.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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 November 5, 2024.

APPROVED, ADOPTED and SIGNED this 5th day of November 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-24-03, ALLEY RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating that portion of Alley right-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, attached as Exhibits "A" & "B", are on file in the City Clerk's office.

The ordinance further provides that 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. _____, V-24-03, Alley right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

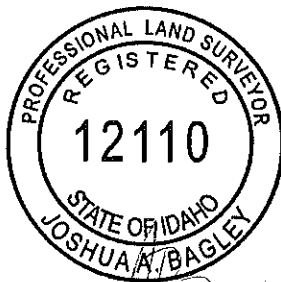
DATED this 5th day of November 2024.

Randall R. Adams, City Attorney

EXHIBIT 'A'

THE ALLEY ADJACENT TO TAX NUMBER 4556 & TAX NUMBER 4557 AND LOTS 2,3,4,5,6, & 7, BETWEEN BLOCK "Y" AND THE RESERVED BLOCK, AS SHOWN ON THE FINAL PLAT OF COEUR D' ALENE AND KING'S ADDITION, RECORDED IN BOOK "C" OF DEEDS, PAGE S 144 & 145, RECORDS OF KOOTENAI COUNTY, IDAHO, IN SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COUER D' ALENE, KOOTENAI COUNTY, IDAHO.

TAX NUMBER 4556 & TAX NUMBER 4557, ALSO BEING DESCRIBED AS PARCEL III & PARCEL V, IN SPECIAL WARRANTY DEED, INSTRUMENT NUMBER 1726764, RECORDS OF KOOTENAI COUNTY, IDAHO.



JAB 10/15/24



PARCEL	ADDRESS	OWNER	PARCEL NUMBER
1	101 E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-999-999-B
2	NKA E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-999-999-A
3	116 E. LAKESIDE AVENUE	HAGADONE HOSPITALITY CO	C-1800-00Y-005-A
4	123 E. SHERMAN AVENUE	HAGADONE HOSPITALITY CO	C-1800-00Y-006-C



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

ALLEY VACATION REQUEST

SHERMAN & LAKESIDE

DRAFTED BY:	DCD
SCALE:	NTS
DATE:	08/28/24
JOB NO.:	LCE 24-011

**CITY COUNCIL
STAFF REPORT**

DATE: November 5, 2024
FROM: Troy Tymesen, City Administrator; Katie Ebner, Finance Director; Randy Adams, City Attorney
SUBJECT: C-PACE Program

DECISION POINT: Should Council establish a C-PACE Program for the City and adopt the C-PACE Program Guidebook, together with the necessary Forms, as required for a C-PACE Program in Idaho?

HISTORY: On July 1, 2024, the Commercial Property Assessed Capital Expenditure (C-PACE) Act went into effect in the state of Idaho. The new Chapter 38 in Title 67 of the Idaho Code is intended to help owners of agricultural, commercial, industrial, or multifamily residential properties obtain low-cost, 100%, long-term financing for certain features of their developments. The availability of such financing will facilitate an increase in economic development, lower insurance costs, and decrease disaster and emergency response costs to local governments. C-PACE programs are also intended to decrease the energy and water costs of developments, while encouraging energy and water sustainability.

Providence Development, a real estate developer with two planned hotel projects in Coeur d’Alene, including the Marriott Hotel at 6th and Sherman, reached out to City staff inquiring whether there was interest in creating a C-PACE Program for Coeur d’Alene. The City Administrator investigated the economics of the Program and the Legal Department performed a detailed analysis of the new Act. From all of the information available, it was determined that the Program would generate significant funds for the City (\$500.00 per application *and* up to \$50,000.00 per project), with no risk and little cost in terms of money or time required on behalf of the City. In addition, the Program provides incentives for developers to create projects which have tangible environmental and economic benefits, not only for property owners but for the City as well. The reason why local governments are involved is that the financing under a C-PACE Program is repaid by means of a special assessment added to the property tax bill, imposed by the local government with the consent of the developer, recorded in the County records, and administered (at the option of the local government) by the lender. The special assessment, like other property taxes, is on the land and development, and can be enforced in the same manner as a deed of trust if delinquent. The security this system provides is an incentive to lenders to offer long-term low-interest loans.

On September 17, 2024, Council adopted Resolution No. 24-074 which expressed the intent to create a C-PACE Program for the City and set a public hearing for the adoption of the Program. This was the first step, required by Idaho Code § 67-3806(1)(a), for creating the Program. After the adoption of the Resolution of intent, staff began developing a Program Guidebook and the various forms needed for a C-PACE Program pursuant to the new Act. Staff was aided in this task with templates provided by Providence Development (a developer) and by

Petros Place Finance (a lender), both of which have experience with C-PACE Programs in Colorado and elsewhere. Additionally, templates from Whatcom County, Washington, were reviewed. Staff carefully compared the templates with Idaho law, and prepared the Guidebook and forms accordingly. The proposed Guidebook and forms have been reviewed by City staff and Petros Place Finance has affirmed that they meet the needs of prospective lenders.

The Program Guidebook, by definition, is a comprehensive document illustrating Program and establishing all of the elements required by Idaho law. Specifically, the Guidebook establishes how the Program will be administered, the eligibility requirements, the application and approval process, the Program fees, and the eight (8) forms required by Idaho law. The Guidebook contains a limitation on the City's liability and responsibility: "The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge, offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner."

FINANCIAL ANALYSIS: The City will realize a financial benefit in establishing this Program, consisting of an application fee of \$500.00 and up to \$50,00.00 per project, with little to no burden on Staff and no liability on the City except in cases of gross negligence, recklessness, or willful misconduct. Two projects in the City that could take advantage of this financing mechanism have already been identified, and other developers could be interested as well. Establishing the Program and adopting the Guidebook and Forms are necessary predicates to the use of C-PACE financing.

PERFORMANCE ANALYSIS: The City of Coeur d'Alene may well be the first local government in Idaho to adopt a C-PACE Program, but is certainly not the first in the country. Providence Development and Petros Place Finance are not the only developer and lender participating in a C-PACE Program. At least three other lenders, Idaho Central Credit Union, Nuveen Green Capital, and Dwight Green Finance, have reached out to staff and expressed interest in financing qualified improvements for developments in the City. Establishing a C-PACE Program for the City does not mean there is no going back. If the Program does not work as intended, or creates significant issues for the City, the Program can be abandoned at any time. Any approved financing would, of course, continue. According to the United States Environmental Protection Agency, as of 2022, more than 38 states plus the District of Columbia have C-PACE-enabling legislation and 30 states plus the District of Columbia have active programs. There has been more than \$4 billion in investment in over 2,900 commercial projects as of November 2022.

DECISION POINT/RECOMMENDATION: Council should establish a C-PACE Program in the City and adopt the C-PACE Program Guide, together with the necessary Forms, as required for a C-PACE Program in Idaho.

PUBLIC COMMENTS RECEIVED PRIOR TO HEARING



In Alliance with **Apollo**
300 Colorado St., Ste 2000, Austin, TX 78701

October 23, 2024

VIA EMAIL

RE: Support of Commercial Property Assessed Clean Energy Program

Dear Honorable Mayor Woody McEvers and Honorable City Council Members,

I am writing on behalf of Petros PACE Finance, one of the nation's largest commercial PACE capital providers in the country, and a leader in developing and innovating commercial PACE policy and programs. We are writing in support of the resolution to create a strong commercial PACE program in the city of Coeur d'Alene.

Commercial PACE has seen tremendous growth across the country in the past few years. Communities in neighboring states such as Utah, Montana, Nevada, Washington, and Oregon and 30 others have launched programs, all wanting the economic development and other benefits that C-PACE capital brings. Just as importantly, it comes at no legal or financial cost or liability for the city, as all financial risk is borne by capital providers such as Petros.

We also want to inform you that we have been contacted by several property owners in Coeur d'Alene who wish to utilize C-PACE for their buildings, and we look forward to working with them once the program is implemented.

We urge your support for the resolution implementing the C-PACE program.

Sincerely

MICHAEL YAKI
Senior Vice President & Sr. Counsel
Policy and Programs
Petros PACE Finance, LLC

Adoption of C-PACE Program

Should Council adopt a C-Pace Program
and Approve the Program Guidebook and Forms?



1

In 2024, the Idaho Legislature passed, and the Governor signed, a bill creating a new Chapter 38 in Title 67 of the Idaho Code. The stated intent of the Legislature is:

“to authorize the establishment of a commercial property assessed capital expenditure (C-PACE) program that local governments may **voluntarily implement** to ensure that **free and willing owners** of agricultural, commercial, industrial, or multifamily residential properties can obtain low-cost, long-term financing for qualifying improvements. The legislature finds that enabling local governments to adopt C-PACE programs **serves a valid public purpose** because the use of C-PACE programs **will increase economic development, lower insurance costs, and lower disaster and emergency response costs to local governments**. C-PACE programs will also **decrease energy and water costs and encourage energy and water sustainability.**”

Idaho Code § 67-3802

2

The United States Department of Energy has this to say about the C-PACE Program:

“The property assessed clean energy (PACE) model is an innovative mechanism **for financing energy efficiency and renewable energy improvements on private property**. . . . PACE programs allow a property owner to finance the up-front cost of energy or other eligible improvements on a property and then pay the costs back over time through a **voluntary** assessment. The unique characteristic of PACE assessments is that the assessment is attached to the property rather than an individual. . . . Property owners that **voluntarily** choose to participate in a PACE program repay their improvement costs over a set time period—typically 10 to 20 years—through property assessments, which are secured by the property itself and paid as an addition to the owners' property tax bills.”

<https://www.energy.gov/scep/slsc/property-assessed-clean-energy-programs>

3

The advantages of C-PACE financing include:

- ❖ Financing for 100% of direct and indirect costs;
- ❖ Fixed interest rates;
- ❖ Up to 30+ years to repay;
- ❖ Secured by a property lien (not a personal guarantee); and
- ❖ Non-accelerable in the event of default.

“In sum, C-PACE financing makes it easy for property owners to make improvements by eliminating upfront capital costs, providing competitive long-term financing for long-term capital improvements, and allowing property owners to transfer repayment obligations to a new owner upon sale.”

<https://c-pacealliance.org/>

4

Why adopt a C-PACE Program for Coeur d'Alene?

“C-PACE addresses a gap in the credit market for energy efficiency and resiliency projects. **Investing in commercial properties to use renewable energy sources, to be energy efficient, to save water, and to be more resilient and sustainable makes economic sense and generates environmental benefits.** Prior to C-PACE, the problem was that credit was not available based on traditional banking practices or the credit was too short-term to make financial sense, even for large businesses. C-PACE solves these issues by providing long term, fixed-rate credit that allows the cost savings to equal or exceed the debt service.”

<https://c-pacealliance.org/>

5

“Property owners can use C-PACE to finance 100% of project costs **related to energy efficiency, renewable energy, water conservation, and eligible resiliency.** Items such as HVAC, efficient windows and doors, control systems, roofing, elevators, and solar panels can be paid with C-PACE. On an existing building retrofit, PACE can often cover 100% of the cost of a project. On new construction, C-PACE financing usually represents 25-35% of total project costs. Examples of projects that can use C-PACE:

Completely modernizing a vacant Art Deco office building;

Redeveloping an abandoned factory as a business incubator;

Installing solar on an indoor soccer and recreational park; and

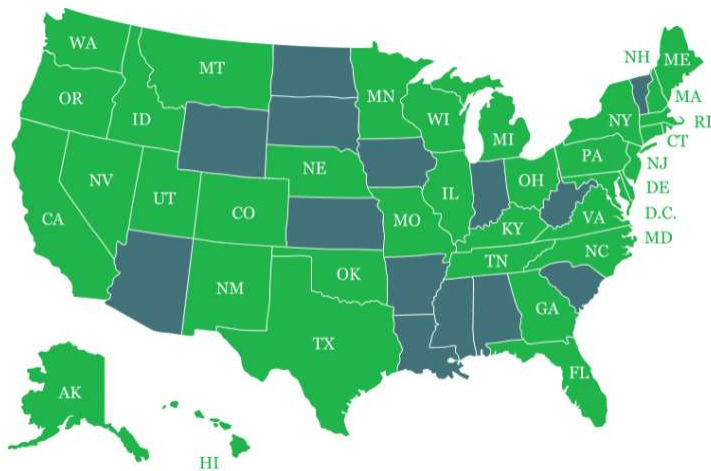
Constructing a new hotel with high-efficiency windows and water conserving systems.”

<https://c-pacealliance.org/#what>

6

Where are local governments authorized to implement a C-PACE Program?

7



38 states (in green) have adopted C-PACE Legislation.

<https://www.nuveen.com/greencapital/about-c-pace/where-we-lead>

8

C-PACE Programs have a track record of success.

Residential PACE authority was first established in 2007, and commercial PACE programs **began to appear in 2009**.

Since its inception, there have been 2,322 projects in 29 states with a value in excess of \$7.2 billion.

In 2023 alone, there were at least 247 projects in 24 states with a value of over \$2 billion.

<https://c-pacealliance.org/c-pace-program-volume/>

9

To enable a C-PACE Program in Idaho, Council must:

1. Adopt a Resolution of Intent. *Council did this on September 17, 2024, pursuant to Resolution 24-074.*
2. Set a public hearing on the proposed program. *Council did this in the same Resolution, setting the public hearing for today.*
3. Hold a public hearing to allow “the public to comment on the proposed program as outlined in the resolution of intent.” I.C. § 67-3806(1)(b). *This is happening tonight.*
4. Adopt a second Resolution to establish the Program and its terms. This is Resolution 24-091 before you tonight.
5. The terms of the Program are set out in a Program Guidebook, which Council would adopt by the same Resolution. *See I.C. § 67-3803(8). The Program Guidebook also includes the “standard application forms consistent with the administration of a program pursuant to” law. Id.*

10

Once the Program is adopted by Council, this is the result:

The City may place voluntary special assessments on property without any additional action by Council.

The City may also:

- ❖ Hire and set the compensation of a program administrator and program staff; or
- ❖ Delegate or contract for professional or administrative services necessary to administer the program on a nonexclusive basis.
- ❖ AND impose a fee of five hundred dollars (\$500) at the time of a property owner's application, as well as a servicing fee for approved applications calculated as one percent (1%) of the total amount financed, not to exceed fifty thousand dollars (\$50,000).

Idaho Code § 67-3806(3), (4), and (5).

11

Pursuant to the proposed Program Guidebook:

- ❖ The City Treasurer (Katie Ebner) is the Program Administrator.
- ❖ The Program Administrator receives and then reviews applications for the Program within 10 days; collects the \$500 application fee.
- ❖ The Program Administrator approves, conditionally approves, or disapproves an application.
- ❖ The Program Administrator signs the required documents on behalf of the City.
- ❖ The Program Administrator records the Notice of Assessment Interest and C-PACE lien with the County.
- ❖ The Capital Provider (Lender), with the Property Owner, prepares the application and supporting documents.
- ❖ After the application is approved and the documents are recorded, the Capital Provider disburses the funds, including the City's 1% fee.
- ❖ The Capital Provider bills, collects, and enforces the assessment.
- ❖ The City has no liability under the Program. No public funds are used to fund or repay C-PACE financing.

12

Staff recommends that Council approve Resolution No. 24-091, which establishes a C-PACE Program in Coeur d'Alene and adopts the Program Guidebook and Forms which govern the terms and conditions of the Program in order to ensure low-cost, long-term financing for qualifying improvements for a multitude of projects in the City in order to potentially lead to an increase in economic development, lower insurance costs, and lower disaster and emergency response costs to the City, in addition to decreasing energy and water costs and encouraging energy and water sustainability.

13

Questions?

14

RESOLUTION NO. 24-091

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM, ADOPTING A PROGRAM GUIDEBOOK AND FORMS FOR USE IN THE PROGRAM, PURSUANT TO CHAPTER 38, TITLE 67, IDAHO CODE.

WHEREAS, the Commercial Property Assessed Capital Expenditure Act, Chapter 38, Title 67, Idaho Code, (the "Act") authorizes local governments in the state of Idaho to establish a Commercial Property Assessed Capital Expenditure Program (a "C-PACE Program") to assist in financing the costs of certain renewable energy, energy and water efficiency, and resiliency improvements, known as Qualified Improvements, for certain commercial, industrial, agricultural, or multifamily housing property projects through the levy of special assessments; and

WHEREAS, the City has determined that the financing of Qualified Improvements through special assessments is a valid public purpose; and

WHEREAS, the City previously adopted Resolution No. 24-074 on September 17, 2024, expressing its intent to establish a C-PACE Program and held a public hearing to receive input from the public with respect to the proposed C-PACE Program on November 5, 2024; and

WHEREAS, the City now desires to establish a C-PACE Program pursuant to the Act; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the C-PACE Program be established and that the Program Guidebook, setting forth the terms and condition of the Program, together with required forms, be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that, pursuant to the Act, the City hereby establishes a C-PACE Program to facilitate the financing of Qualified Projects and to authorize Special Assessments, which will be entered into voluntarily by a qualifying Property Owner and the City by means of an Assessment Agreement for C-PACE Financing, to repay the financing for Qualified Projects obtained by the Property Owner.

BE IT FURTHER RESOLVED by the Mayor and City Council that the Program Guidebook and Forms, attached hereto as Exhibit "A" and incorporated herein, be adopted.

BE IT FURTHER RESOLVED that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the Program Guidebook and Forms, provided that the substantive provisions of the Program and Guidebook remain intact.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its approval and adoption.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate the C-PACE Program and Program Guidebook.

DATED this 5th day of November, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion carried/failed.



PROGRAM GUIDEBOOK: C-PACE PROGRAM

City of Coeur d'Alene, Idaho

**Mayor
Council**

Woody McEvers
Dan Gookin
Amy Evans
Kiki Miller
Dan English
Christie Wood
Kenny Gabriel

City Administrator

Troy Tymesen

City Finance Director

Katie Ebner

City Attorney

Randall Adams

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I. Introduction

A. About C-PACE

In 2024, the Idaho Legislature passed Commercial Property Assessed Capital Expenditure enabling legislation, creating a new Chapter 38 in Title 67 of the Idaho Code. This legislation allows local governments to establish C-PACE programs within their respective jurisdictions. A C-PACE Program permits owners of eligible commercial property to seek and obtain long-term financing from private Capital Providers for certain Qualified Improvements, including facilities and equipment to promote energy efficiency, renewable energy, water conservation, and resiliency for qualifying buildings. Improvements made to reduce lead in drinking water are also considered Qualified Improvements. In short, C-PACE programs help developers make buildings more efficient and resilient. Furthermore, a C-PACE Program allows a local government to levy and collect a voluntary assessment to repay the financing of the improvements, and to record a lien on the property to ensure repayment. This approach to financing has been used on thousands of properties in more than 30 states and the District of Columbia.

The City of Coeur d'Alene has created and administers a C-PACE Program pursuant to the C-PACE Act. Under this Program, financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for City property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of the Property Owner at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the improvements. The City's Program exists under Idaho's C-PACE legislation and the rules established by this Guidebook. No change in the Program or in Idaho's C-PACE legislation will affect a Property Owner's obligations to pay C-PACE assessments incurred under the Program prior to such change.

B. Idaho C-PACE Program Guidebook

This Guidebook sets out the eligibility requirements for C-PACE projects in the City and the process for applying for C-PACE project approval.

II. Definitions

- A. "Capital Provider" means a private third-party lender, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to Chapter 38, Title 67, Idaho Code.
- B. "City" means the City of Coeur d'Alene and its officials with authority over this Program.

- C. “Commercial Property” means:
1. Privately owned commercial, industrial, or agricultural real property; or
 2. Privately owned residential real property consisting of five (5) or more dwelling units.
 3. Property owned by nonprofit, charitable, or religious organizations; or
 4. One (1) or more owner-occupied or rental condominium units affiliated with a hotel.
- D. “C-PACE” means Commercial Property Assessed Capital Expenditure.
- E. “C-PACE Act” means the Commercial Property Assessed Capital Expenditure Act, codified as Chapter 38, Title 67, Idaho Code.
- F. “C-PACE Program” or “Program” means the program established by the City pursuant to the provisions of the C-PACE Act.
- G. “Eligible Property” means any privately-owned commercial, agricultural, industrial, or multi-family real property with five (5) or more dwelling units located within the boundaries of the City, including properties owned by nonprofit, charitable, or religious organizations, or one (1) or more owner-occupied or rental condominium units affiliated with a hotel.
- H. “Financing” means financing and refinancing for a Qualified Project pursuant to the C-PACE Act.
- I. “Financing Agreement” means a contract under which a Property Owner agrees to repay a Capital Provider for the Financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the Financing.
- J. “Program Administrator” means the City Treasurer or his or her designee, including a third party outside the City, to administer the Program in conformance with the administration procedures provided by the Program Guidebook.
- K. “Program Guidebook” or “Guidebook” means this document which establishes appropriate guidelines, specifications, underwriting and approval criteria, and application forms consistent with the administration of a Program pursuant to the C-PACE Act, including:
1. The form for an assessment contract between the City and the Property

- Owner for specifying the terms of assessment under the Program, Financing provided by a third party, and remedies for default or foreclosure;
2. The form for the notice of assessment and C-PACE lien; and
 3. The form for a notice of assignment of assessment and C-PACE lien between the City and a Capital Provider.
- L. “Project Application” means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.
- M. “Property Owner” means the legal owner of qualifying Eligible Property, which is the record owner of title to the Eligible Property or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on any mortgage and property tax payments on the property, and cannot be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.
- N. “Qualified Improvement” means a permanent improvement installed and affixed to Eligible Property and intended to:
1. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;
 2. Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer’s side of the meter that provides thermal energy or regulates temperature;
 3. Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;
 4. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or
 5. Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the City.
- O. “Qualified Project” means a project approved by the Program Administrator,

involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement. A Qualified Improvement installed and operational no more than three (3) years prior to the date of application is eligible as a Qualified Project.

- P. “Special assessment” means a voluntary assessment imposed by the City on Eligible Property located within the boundaries of the Program.

III. C-PACE Program Rules

This Guidebook establishes the guidelines, eligibility, and approval criteria, and adopts forms for the administration of the Program in accordance with the C-PACE Act. The intent of the Program is to enable financing for Eligible Property owners to make certain Qualified Improvements, including energy efficiency, renewable energy, water conservation, and resiliency improvements as described in the C-PACE Act. Council finds that the Program serves a valid public purpose because it will increase economic development, lower insurance costs, lower disaster and emergency response costs, decrease energy and water costs, and encourage energy and water sustainability.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application approved by the Program, constitute a Qualified Project. Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider.

A. Establishment of C-PACE Program Boundaries

The City Council adopted Resolution number [_____] on [_____], establishing the C-PACE Program for all Eligible Properties. The Program boundaries are the Coeur d’Alene City limits.

B. Administration of Program; Authorized Officials

The City Treasurer is the Program Administrator, and is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The City Treasurer may designate another City employee to act as the Program Administrator for a Project or the City Treasurer may designate a private third party, including a Capital Provider, to administer Program as provided by the Program Guidebook. The Program Administrator will execute the Assessment Agreement and C-PACE Lien documents on behalf of the City, and record the Notice of Assessment Interest and C-PACE Lien with the County.

The Program Administrator will:

1. Accept Project Applications from Property Owners and Capital Providers;
2. Review the Project Application to determine conformance with the Project Application Checklist;

3. Approve, conditionally approve, or disapprove the Project Application and communicate the decision to the applicant;
4. Execute the Assessment Agreement, Notice of Assessment Interest, and C-PACE Lien; and
5. Record the Notice of Assessment Interest and C-PACE Lien.

C. Eligibility Requirements

Any Property Owner of Eligible Property may apply for the Program. Qualifying costs that can be C-PACE financed include:

1. Materials and labor necessary for installation or modification of a Qualified Improvement;
2. Permit fees;
3. Inspection fees;
4. Lender fees;
5. Program application and administrative fees;
6. Project development and engineering fees;
7. Interest reserves;
8. Capitalized interest, in an amount determined by the Property Owner and Capital Provider; and
9. Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the City.

D. Application Process

The Program Administrator will review the Project Application (Form 1) for proof of compliance with Idaho Code and Coeur d'Alene Municipal Code requirements that are necessary for the City to approve the application and execute the applicable documents for the proposed C-PACE transaction.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect

a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

1. The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the City will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.
2. The Program Administrator will have ten (10) business days to review and approve the Project Application. If there are an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.
 - a. The City application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***City approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the City to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.
 - b. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.
 - c. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.
3. Upon receipt of approval, the Capital Provider will draft the following “Closing Documents”: the Assessment Agreement (Form 2), the Notice of Assessment Interest and C-PACE Lien (Form 3), and the Assignment of

Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (Form 4). At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the City may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.

4. At closing, the City will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement in the Kootenai County Recorder's Office.
5. Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.
6. The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement.
7. After project completion, the Property Owner will submit the Certificate of C-PACE Improvements Completion (Form 5) to the City, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

E. Application Documents

The Project Application must be submitted with the following documents appended:

1. Project Application Checklist
2. Mortgage Holder Consent (Form 6)
3. Certificate of Compliance for Public Benefits (Form 7), which includes:
 - a. Certification that the project provides one or more of the following benefits to the public:
 - i. Energy or water resource conservation
 - ii. Reduced public health costs or risks
 - iii. Reduced public emergency response cost or risk
4. Certificate of Qualified Improvements (Form 8)

- a. A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.
5. For Existing Buildings:
- a. For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the Qualified Improvements will or did result in either more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water. The energy analysis must be performed by an Idaho licensed engineering firm or engineer.
 - b. For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will or did result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact. The analysis must be performed by an Idaho licensed engineering firm or engineer.
6. For New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard. The certification must be provided by an Idaho licensed engineering firm or engineer.

F. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Program Administrator and shall be part of the closing of any C-PACE transaction. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

1. Assessment Agreement
2. Notice of Assessment Interest and C-PACE Lien

3. Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement

G. Recording

The City shall:

1. File a written notice of assessment and C-PACE lien with the County Recorder. The notice shall contain:
 - a. The amount of the assessment;
 - b. The legal description of the property;
 - c. The name of each property owner;
 - d. A copy of the written assessment contract; and
 - e. A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property.
2. File and record each C-PACE lien with the County Recorder. The recording shall contain:
 - a. The legal description of the property;
 - b. The name of each property owner;
 - c. The date on which the lien was created;
 - d. The principal amount of the lien; and
 - e. The term of the lien.
3. Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.
4. The City may delegate the recording responsibilities set forth in this section to the Capital Provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall also be recorded with the County Recorder.

H. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. The City has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended

use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

I. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection and enforcement of C-PACE Liens and financing installment payments will be the responsibility of the Capital Provider. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

J. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the City will collect a servicing fee equal to one percent (1%) of the total amount financed by the Property Owner, not to exceed fifty thousand and no/100 dollars (\$50,000.00). This fee is due at the time of disbursement of funds by the Capital Provider, or any portion thereof. An application fee of five hundred and no/100 dollars (\$500.00) will be paid with submission of the Program Application.

K. Term of an Assessment

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

L. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the City, the Property Owner must obtain and furnish to the City the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

M. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the City’s website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

N. Government Has No Liability or Financial Responsibility

The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge,

offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner.

O. Amendments and Interpretation

This Guidebook is intended to establish the general rules and procedures applicable to the Program. The Program Administrator is authorized to make such minor amendments to the rules and procedures as may be required. A minor amendment is one which is fully consistent with the purposes of the Program, as expressed by State law and this Guidebook, and which does not substantially impact a Property Owner, an applicant, or the City financially or impair a property right protected by law. Any major amendments must be presented to City Council for approval.

The Program Administrator is further authorized to interpret the rules and procedures set forth in this Guidebook if it becomes evident that any provision of the Guidebook is reasonably capable of being understood in more than one sense. In making such interpretation, the Program Administrator shall consider the intent, purposes, and plain language of the Guidebook, in light of State law. No provision of the Guidebook should be interpreted so as to render any other provision superfluous or ineffective.

APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. Application (documents needed for approval of Application):

- _____ 1. Are all blank spaces filled out on C-PACE Program Application?
- _____ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?
- _____ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?
- _____ 4. Is the Certificate of Qualified Improvement attached?
- _____ 5. Are authorized signatures properly affixed to the Application?

II. Closing (documents needed before Closing):

- _____ 6. Is the Assessment Agreement completed and signed, with all required attachments?
- _____ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?
- _____ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?
- _____ 9. Is all information which is necessary for Recording provided (*see* Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION FORM 1



City of Coeur d'Alene
 Finance Department
 710 E. Mullan Ave.
 Coeur d'Alene, ID 83814
 (208) 769-2284
 kebner@cdaid.org

For office use only	
Application Fee: \$500.00	
Servicing Fee: \$ _____	
Date Paid: _____	
Approved by: _____	
Date of Approval: _____	

C-PACE PROGRAM APPLICATION

All blanks must be filled in. If the requested information does not apply, indicate "Does Not Apply" or "N/A."

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	
Total Amount Financed:	

Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative (*Briefly describe the overall project. Use additional sheets if necessary.*):

Project Details (*Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application is for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary.*):

Please answer the following questions. You must answer “no” to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.
2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City’s building code or, if none, a nationally available and recognized resiliency standard.
3. A copy of the appraisal for the property.
4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.
5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

**ASSESSMENT AGREEMENT
FOR C-PACE FINANCING
FORM 2**

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the “Agreement”) is made and entered into as of this ___ day of _____, 20 __, (the “Effective Date”) by and between the City of Coeur d’Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the “City”) and _____, the record owner(s) (the “Property Owner”) of the real property described in Exhibit “A” (the “Property”).

RECITALS

WHEREAS, the City, on November 5, 2024, established the Commercial Property Assessed Capital Expenditure Program (the “Program”) through the adoption of Resolution No. 24-__ (“C-PACE Resolution”) to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements (“Qualified Improvements”), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) (as may be amended from time to time); and

WHEREAS, the City has designated the City Treasurer as the Program Administrator; and

WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the “Program Guidebook”), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner’s Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the “C-PACE Application”) including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the “Approved Project”); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the “Financing Agreement”) between the Property Owner and _____ (the “Capital Provider”) pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit “B” on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit “A.” The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of \$ _____ (the “Assessment”), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit “C” attached hereto, and in the Assessment Schedule, Exhibit “D” attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Kootenai County Recorder’s Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien (“Notice of Assessment”), substantially in the form of Exhibit “E.” The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of ____ years on the due dates set forth in Exhibits “C” and “D” hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

- (1) the Property Owner is the legal owner of the Property;
- (2) the Property Owner is current on mortgage and property tax payments related to the Property;
- (3) the Property Owner is not insolvent or in bankruptcy proceedings;
- (4) title of the Property is not in dispute;
- (5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and
- (6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and
- (7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Kootenai County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Kootenai.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE:

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

PROPERTY OWNER:

By: _____
Its: _____

CITY'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d’Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d’Alene.

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: _____

PROPERTY OWNER’S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B

LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C
FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E

NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene, Idaho
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(S) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By: _____
_____, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

**NOTICE OF ASSESSMENT
AND C-PACE LIEN
FORM 3**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE

710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(S) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D’ALENE

By: _____
_____, Mayor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d’Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d’Alene.

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: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

**ASSIGNMENT OF NOTICE OF
ASSESSMENT AND C-PACE LIEN
AND ASSIGNMENT OF
ASSESSMENT AGREEMENT
FORM 4**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE, IDAHO

710 E. Mullan Ave.
Coeur d'Alene, ID 83814

**ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND
ASSIGNMENT OF ASSESSMENT AGREEMENT**

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by the **CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [____], 20__, by [____] ("Property Owner") and Assignor, recorded on [____], 20__ as Instrument No. _____ in the office of the Kootenai County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF COEUR D’ALENE

By: _____
Name: _____
Title: Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d’Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d’Alene.

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: _____

[CAPITAL PROVIDER]

By: _____

Name: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____

Residing at _____

My Commission expires: _____

**CERTIFICATE OF C-PACE
IMPROVEMENTS COMPLETION
FORM 5**



CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A
C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:

BANK NAME: _____

BANK ADDRESS: _____

BANK CITY, STATE, ZIP: _____

PHONE NUMBER: _____

Loan Number(s): _____

Property Owner and Mailing Address:

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):

PROPERTY ADDRESS: _____

PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (“Consent”) by the undersigned entity (the “Mortgage Holder”) with respect to the above-referenced loan(s) (the “Loan”) secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[_____] through the levy of a contractual assessment (the “Assessment”) pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure (“C-PACE”) program (“Program”) authorized by the City of Coeur d’Alene in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

The undersigned hereby represents that he/she is an officer authorized to execute and deliver this Consent on behalf of Mortgage Holder.

[MORTGAGE HOLDER]:

By _____(SEAL)
Name _____
Title _____

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 20___, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____
Residing at _____
My Commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7**



**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits**

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____ (Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS (*please check all that apply; use additional sheets if necessary*):

_____ Energy or water resource conservation

Please

describe: _____

_____ Reduced public health costs or risk

Please

describe: _____

_____ Reduced public emergency response cost or risk

Please

describe: _____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

**CERTIFICATE OF
QUALIFIED IMPROVEMENTS
FORM 8**



CERTIFICATE OF QUALIFIED IMPROVEMENTS
Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.
2. If applicable: I am accredited by or belong to a firm with an accreditation from (*please denote with an "X" or checkmark, and attach verification of professional accreditation*):

- Building Energy Assessment Professional (BEAP)
- Building Energy Modeling Professional (BEMP)
- Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
- Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
- Certified Energy Manager (CEM) (offered by AEE)
- Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
- Certified GeoExchange Designer (CGD)
- Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
- Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization)
- Investor Confidence Project (ICP) Quality Assurance Assessor
- Investor Confidence Project (ICP) Project Developer
- LEED Accredited Professional
- Licensed Architect
- Water Quality Association Professional Certification
- North American Board of Certified Energy Practitioners (NABCEP)
(for solar PV only, a design specialist certification is acceptable)

3. The application is for:
 - an existing building
 - new construction

4. Please describe your relationship to the project:
 I am employed by the project applicant in my professional capacity
 I am a contracted independent third-party reviewer

5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
Please describe: _____

6. The project proposal includes “Qualified Improvements”, as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).

7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY (*please check all that apply*):

I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.

The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.

If other, please specify:

FOR NEW CONSTRUCTION

I CERTIFY:

The proposed Qualified Improvements will enable the subject property’s project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction’s current building code, or meet or exceed the resilience standards of the jurisdiction’s current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE

License No. _____

Stamp: _____

ATTACHMENTS

(please denote using an "X" or checkmark, and attach to this Certificate of Compliance)

___ verification of accreditation *(if applicable)*:

___ project proposal with list of estimated useful life of Qualified Improvements

___ energy analysis *(if applicable)*

___ other *(please specify)*:

___ other *(please specify)*:
