

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

AGENDA
VISION STATEMENT

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

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

April 7, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Tim Robertson: Mountain Lakes Bible Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation: Fair Housing Month – April 2026

Accepted by: Stefan Smith, President of CDA Regional Realtors

2. Proclamation: Week of the Young Child – April 11-17, 2026

Accepted by: Tonya Sears, NIC Head Start Education/ Disabilities Manager

3. Proclamation: International Dark Sky Week – April 18-24, 2026

Accepted by: James Fillmore, Idaho Dark Sky Delegate

4. Proclamation: Arbor Day – April 24, 2026

Accepted by: Monte McCully, Urban Forester

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

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor –
 - a. Presentation to Fire Chief Tom Greif
 - b. Appointments of Danielle Rhodes and Brian Smith to the Historic Preservation Commission and John Burke to the Urban Forestry Committee.

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

1. Approval of Council Minutes for the March 17, and 23, 2026 Council Meeting.
2. Setting a Public Hearing for **April 21, 2026** for V-26-01, Vacation of a portion of 8th Street right-of-way adjoining the westerly boundary of Lot 7, Block 2, Keller’s Addition
3. Approval of Bills as Submitted.
4. Approval of an Outdoor Eating Facility- Pasta Posto 501 E. Sherman Avenue, John Minichino, Jr.

As Recommended by the City Clerk

5. Approval of SS-25-14c, Ninth Street Condominiums: Final Plat
6. Approval of S-5-21, Mahogany Lane: Acceptance of Improvements
7. Approval of SS-26-02, Villad’s Place: Final Plat

As Recommended by the City Engineer

8. **Resolution No. 26-026** –
 - a. Approval of the addition of the positions of Assistant Fire Chief and Fire Marshal to the Classification and Compensation Plan, and establishing pay grades.

**As Recommended by the Human Resources Director,
pursuant to Council Action January 20, 2026.**

- b. Approval of a Development Agreement with River’s Edge Apartments, LLC.

As Recommended by the City Attorney

I. OTHER BUSINESS:

1. ZC-1-26 - Zone change from MH-8 (8 units per acre) to R-17 (17 dwelling units per acre) for a parcel measuring 0.522 acres located at 3620 North Fruitland Lane - *pursuant to Council Action March 17, 2026.*

Staff Report by: Sean Holm, Senior Planner

- a. **Council Bill No. 25-1006** - Ordinance Approving a zone change from MH-8 (8 units per acre) to R-17 (17 dwelling units per acre) for a parcel measuring 0.522 acres located at 3620 North Fruitland Lane.

2. **Resolution No. 26-027** – Approval an Agreement with Peter and Vicki Clancy for caretaker services for the Jewett House.

Staff Report by: Adam Rouse, Temporary Parks and Recreation Director

3. **Resolution No. 26-028** – Declaring that Veolia Water Technologies & Solutions, Inc., is the only vendor reasonably available for the purchase of Tertiary Membrane Filtration (TMF) Expansion Phase 5C.3A Equipment, and authorizing the Wastewater Department to negotiate a contract with Veolia Water Technologies & Solutions, Inc.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

4. **Resolution No. 26-029** – Approval an Agreement and Addendum with Life Inspection Vault (LIV) for third party inspections.

Staff Report by: Craig Etherton, Deputy Fire Marshal

5. **Resolution No. 26-030** – Approval to submit for, and if awarded to accept, an Edward Byrne Memorial Justice Assistance Grant FY 2025 Local Solicitation to purchase 4 Motorola N70 portable radios for School Resource Officer use, in the amount of \$29,308.00.

Staff Report by: Temporary Police Chief Dave Hagar

6. **Resolution No. 26-031** – Approval of the 2026 Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan.

Staff Report by: Hilary Patterson, Community Planning Director

J. PUBLIC HEARING

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

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

Staff Report by: Chris Bosley, City Engineer

K. RECESS to April 13, 2026, at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue, for a Joint Workshop with the Planning and Zoning Commission.

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

April 7, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability, and family status; and

WHEREAS, it has been 58 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the on-going efforts of the many organizations, housing and service providers through continued education, and outreach in regard to fair housing;

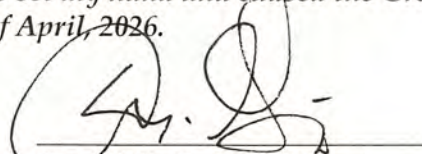
NOW, THEREFORE, I Daniel K. Gookin, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2026 as

"FAIR HOUSING MONTH"

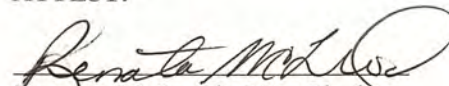
In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7th day of April, 2026.




Daniel K. Gookin, Mayor

ATTEST:


Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, the Idaho Association for the Education of Young Children (Idaho AEYC) is celebrating the Week of the Young Child, April 11 to April 17, 2026; and

WHEREAS, these organizations are working to promote and inspire high-quality early childhood experiences for our state's youngest citizens, that can provide a strong foundation of learning and lifelong success for Idaho's youngest citizens; and

WHEREAS, young children thrive when they have access to developmentally appropriate, affordable, and high-quality early care and education settings; and

WHEREAS, early childhood educators and those who work with or on behalf of young children birth through age eight, who make a meaningful difference in the lives of young children in the City of Coeur d'Alene deserve our thanks, support and recognition; and

WHEREAS, public policies that support early learning for all young children are critical to young children's futures and to the prosperity of Idaho's families, communities, and our economy.

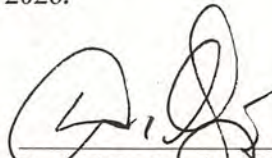
NOW, THEREFORE, I Daniel K. Gookin, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 11 through April 17, 2026 as

"WEEK OF THE YOUNG CHILD"

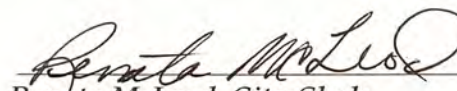
In Coeur d'Alene, Idaho and do hereby recognize that when our community invests in early childhood care and education, we also invest in our children, families and the future of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 7, 2026.




Daniel K. Gookin, Mayor

ATTEST:


Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a public resource and a shared heritage of all humankind; and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

WHEREAS, light pollution has specifically established economic and environmental consequences, which result in significant impacts on the ecology and human health of all communities; and

WHEREAS, recent data shows that North America on average has a 10.4 percent increase in light pollution annually over the last 10 years, which means more people will live with excessive artificial lighting at night that disrupts natural darkness and may never experience the visual wonder of living under a dark sky; and

WHEREAS, Idaho is home to dozens of nocturnal wildlife species that rely on undisturbed night environments to hunt, mate, and thrive; and

WHEREAS, Dark Sky International, headquartered in Tuscon, Arizona has created International Dark-Sky Week to raise awareness of light pollution, and to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting

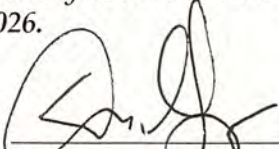
NOW, THEREFORE, I Daniel K. Gookin, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 18th through April 24th, 2026 as

"INTERNATIONAL DARK-SKY WEEK"

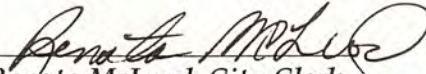
In Coeur d'Alene, Idaho, I ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 7th, 2026.




Daniel K. Gookin, Mayor

ATTEST:


Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, in 1872 the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combat climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen and providing habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted are a source of joy and spiritual renewal.

NOW, THEREFORE, I Daniel K. Gookin, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 24th 2026 as

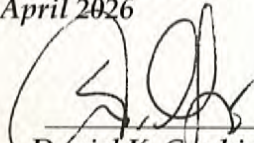
"ARBOR DAY"

And I urge all citizens to join in the celebration of Arbor Day on Friday April 24th 2026 and to support efforts to protect our trees and woodlands, and

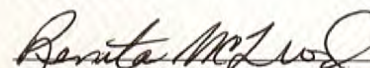
Further I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7th day of April 2026




Daniel K. Gookin, Mayor

ATTEST:


Renata McLeod, City Clerk

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: MARCH 17, 2026

RE: APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the April 7, 2026, Council Meeting:

HISTORIC PRESERVATION COMMISSION

DANIELLE RHODES
BRIAN SMITH

A Copy of their data sheets are attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc: Renata McLeod, City Clerk
Hilary Patterson, Historic Preservation Commission Liaison

MEMO TO COUNCIL

DATE: March 20, 2026

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for April 7, 2026 Council meeting:

JOHN BURKE

URBAN FORESTRY COMMITTEE

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

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Monte McCully, Urban Forestry Committee 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

March 17, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on March 17, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

Dan English) Members of Council Present
Christie Wood)
Amy Evans)
Kenny Gabriel)
Dan Sheckler)
Kiki Miller) (Arrived at 6:04 p.m.)

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

INVOCATION: David Bond with Compel Community Church provided the invocation.

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

AMENDMENT TO THE AGENDA: Mayor Gookin noted that item H.7c – Approval of Construction Contract to Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00 will be pulled out of the Consent Calendar for discussion as first item under Other Business.

NATIONAL CHILD AND ADULT CARE FOOD PROGRAM WEEK: Councilmember English read the Proclamation declaring March 15-21, 2026 as National Child and Adult Care Food Program (CACFP) Week. Scott Ferguson, Executive Director of St. Vincent de Paul, accepted the Proclamation. Mr. Ferguson thanked Council for their support. He highlighted the dedication of the 43 local home and center-based daycare providers who work daily to ensure children receive nutritious meals. He noted the program's significant impact, sharing that in 2025 it reimbursed over 700,000 meals across the five northern counties amounting to approximately \$385,000 returned to providers to expand services and support families. He expressed deep gratitude for the acknowledgment of these essential workers and the vital role they play in the community.

NATIONAL SOCIAL WORK WEEK: Mayor Gookin read the Proclamation declaring March 22-28, 2026 as National Social Work Week. Megan Dardiz-Kunz, Clinical Assistant Professor at Boise State University School of Social Work accepted the Proclamation. Ms. Kunz thanked Council for recognizing social workers in the area to honor and celebrate their profession. She noted that social workers make up the largest group of mental health providers in the U.S. and that

four out of five are women, a fitting connection during March as Women’s History Month. She honored social workers as “everyday heroes” who navigate complex human challenges with empathy, resourcefulness, and resilience, praising their ability to bring order to chaos and support people through life’s most difficult moments. Mayor Gookin thanked all the social workers and expressed appreciation on what they do for the community.

PUBLIC COMMENTS:

Chris Meyer, Coeur d’Alene, speaking on behalf of Parkwood Business Properties, shared his appreciation for having participated in an earlier focus group involved with the community data gathering for the Downtown Core Working Group. He noted the value of bringing a private property owner’s perspective to the process and expressed interest in the group’s presentation. Mr. Meyer noted that the community is making meaningful progress in addressing challenging issues and urged the Council to proceed thoughtfully, exercising patience and engaging with downtown property owners, business owners, and others who may be impacted by future policy decisions.

Suzanne Knutson, Coeur d’Alene, speaking on behalf of Specialized Needs Recreation (SNR) and its board, expressed heartfelt gratitude to Parks and Recreation Director Bill Greenwood for his many years of dedicated work supporting recreation opportunities for individuals with disabilities in the community.

ANNOUNCEMENTS:

Councilmember Miller apologized for arriving a little late, explaining she had just returned from attending the statewide Housing and Economic Development Summit in Boise, which drew nearly 700 attendees. She shared that leaders from across Idaho including economic development officials, housing experts, and legislators, consistently emphasized that housing challenges and shortages are rapidly worsening both statewide and nationally. Councilmember Miller highlighted the increasing urgency to address housing needs to support local workers and maintain a strong community. She added that if a summary of the meeting becomes available, she will share it with the Council.

Mayor Gookin presented a “Key to the City” to Parks & Recreation Director Bill Greenwood in appreciation of his 27 years of outstanding service. He noted that Bill’s dedication and enthusiasm have greatly benefited the community and that he will be truly missed. Mr. Greenwood expressed his gratitude and reflected on his long tenure with the City, noting the significant growth of the parks system from about 10 or 11 parks when he started to 32 today. He shared that over the years he has worked with six Mayors, five City Administrators, and roughly 28 Councilmembers. He closed by saying he truly enjoyed the work and thanked everyone for the opportunity.

Councilmember English raised a question about the status of construction at the Marriott property on Sherman Avenue, noting that it appeared idle despite earlier concerns about the building sinking and being stabilized with concrete. Mayor Gookin and Councilmember Wood stated that work is actively continuing at the site, with the Mayor noting that he sees progress there regularly.

Mayor Gookin shared an obituary honoring Kathy Goodwin, who, although not a City employee, was fondly remembered by many as the “Life Jacket Lady” for her annual visits to the Council promoting simple, lifesaving boater safety practices. Kathy served 29 years with the Coast Guard Auxiliary and was deeply committed to protecting our lake community through safe boating education. Her passion left a lasting impact, and she will be greatly missed. Mayor Gookin extended his condolences to her family and loved ones. Councilmember Dan English noted that Kathy had worked for many years in the Elections Department during his tenure and found her to be a dedicated, reliable presence and an important pillar of the community.

CONSENT CALENDAR:

1. Approval of Council Minutes for the March 3, 2026 Council Meeting.
2. Approval of General Services Committee Minutes from March 9, 2026
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of Final Plat: SS-25-12c Mullan Flats Condominium
6. Setting of a Public Hearing for **April 7, 2026** – (Quasi-Judicial) Utility Hearing regarding the Ramsey Road Signal Upgrades Project (Key Number 24276,) and relocate the utility facilities as required by the respective franchise agreements to accommodate the project.
7. **RESOLUTION NO. 26-024** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE DECLARATION AS SURPLUS A 2005 CHEVY TRAIL BLAZER, A 2000 CHEVY 1500 TRUCK, A 2003 CHEVY BLAZER, A 2007 FORD ESCAPE, A 2003 FIRE TRUCK, A STORAGE BUILDING, AND VARIOUS PIECES OF EQUIPMENT, AND AUTHORIZING THE SALE OF SAID PROPERTY AT AUCTION; AMENDING THE ALCOHOL SERVICE POLICY FOR THE JEWETT HOUSE; ACCEPTING THE BID OF, AND APPROVING A CONTRACT WITH, BIG SKY ID CORP. FOR THE MILL RIVER LIFT STATION UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED \$884,037.00; APPROVING A PURCHASE AND SALE AGREEMENT WITH THE CITY OF SPIRIT LAKE, IDAHO, FOR THE PREVIOUSLY APPROVED SURPLUS SALE OF A 2024 FORD TV VAN IN THE AMOUNT OF \$10,000.00; AND APPROVING THE DESTRUCTION OF RECORDS FOR THE FINANCE, MUNICIPAL SERVICES, PARKS AND RECREATION, STREETS AND ENGINEERING, AND WASTEWATER DEPARTMENTS, PURSUANT TO THE CITY’S RECORDS RETENTION SCHEDULE.

MOTION: Motion by Evans, seconded by Wood, to approve the Consent Calendar as presented, including **Resolution No. 26-024** excluding item H.7c – Approval of Construction Contract to Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00 for discussion.

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

CONSTRUCTION CONTRACT AWARD TO BIG SKY ID CORP. FOR THE MILL RIVER LIFT STATION UPGRADES PROJECT IN THE AMOUNT OF \$884,037.00

STAFF REPORT: Wastewater Director Mike Anderson presented the request to award the construction contract for the wastewater collection system project to Big Sky ID Corp., the lowest responsive bidder, for \$884,037.00. He explained that this work is part of the FY 2025–26 capital improvement plan to upgrade a lift station installed in the early 2000s in the Mill River area, which now requires increased capacity due to growth. The project will reroute flows to create a single feed into the lift station, allowing for future maintenance and bypassing, and will utilize infrastructure intentionally oversized during the initial installation. Mr. Anderson outlined the total project cost of \$1.2 million, noting that although the current budget allocates \$900,000, underspending from the previous year, about \$315,000, will cover the difference. He also noted that a surcharge collected from users of this lift station has accumulated more than \$400,000 to help fund the improvements. Mr. Anderson concluded by recommending the contract award to Big Sky ID Corp.

MOTION: Motion by Wood, seconded by English, to approve item H.7c – Approval of Construction Contract to Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00

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

DOWNTOWN CORE WORKING GROUP UPDATE

STAFF REPORT: Community Planning Director Hilary Patterson provided the City Council with the third update on the efforts to review and recommend updates to the downtown zoning code and design guidelines. She recognized the 14–18 members of the working group including representatives from Planning and Zoning Commission, Design Review Commission, Historic Preservation Commission, the Downtown Association, city staff, and a volunteer intern (James Barbour) who all have participated in 27 meetings which started in May 2024 to evaluate issues such as building height, tower spacing, view corridors, walkability, parking, and preservation of the historic core. Ms. Patterson summarized prior Council direction, which emphasized protecting view corridors, addressing tower impacts, preventing bulky block-wide buildings, strengthening Design Review Commission (DRC) authority, and using modeling and public input to guide decisions. She reviewed the working group’s earlier recommendations, explaining that the group initially proposed limiting building heights along Front, Sherman, and Lakeside Avenues to 45 feet to better align with the scale and character of the historic downtown core. They also suggested allowing buildings up to 110 feet on Coeur d’Alene Avenue west of 6th Street, where the surrounding context could better support additional height. At that time, no specific height recommendation had yet been made for Indiana Avenue. The group further recommended prohibiting any new 220-foot tower developments, increasing the required tower spacing from 50 feet to 80 feet to reduce bulk and protect views, and strengthening the DRC’s authority to ensure better architectural compatibility and streetscape integration. Additional recommendations included revising the floor area ratio (FAR) bonuses to align incentives with community priorities and integrating historic preservation principles more clearly into both zoning standards and design

guidelines. Ms. Patterson explained that the working group now seeks Council guidance on how to move forward, including whether to pursue incremental changes or a broader overhaul.

Downtown Core Working Group Member Kevin Jester shared that the Stakeholders meeting held September 29, 2025 included a broad cross-section of building owners, developers, architects, engineers, preservation advocates, and business/property owners. He summarized the data collected, highlighting strong overall support for reviewing downtown height limits, with the exception of more mixed views from architects and engineers. He noted key priorities identified by stakeholders, including street-level design elements such as pedestrian protection, storefront windows, engaging entrances, outdoor seating, and historic plaques. He also reviewed preferences on building heights by street, where towers should be allowed, and additional desired code changes especially stronger historic-preservation requirements, enhanced pedestrian elements, improved parking and access, reduced maximum heights, greater setbacks, stricter design review, and adjustments to floor-area ratios.

Senior Planner Sean Holm explained that the 3D modeling work helps illustrate both current and potential future development patterns downtown. He showed the existing inventory of buildings over 75 feet, highlighting their concentration near the waterfront, the resort, and along Front Street. Mr. Holm then presented height “heat maps” and hypothetical build-out scenarios to demonstrate where redevelopment could occur, emphasizing that these examples were not predictions but illustrations of what current zoning would allow, particularly on sites such as parking lots or low-value structures. He explained the differences between existing zoning overlays, including height caps in the Downtown-N (45 feet) and Downtown-E (35–38 feet) districts. He also shared mixed-height scenarios to show how different parcels might develop at varying scales and used comparisons between 220-foot structures and 90-foot structures to demonstrate their visual impact. He explained how step-backs and floor-plate limits, required above certain heights, help prevent bulky “wall-like” structures and maintain more slender tower forms. Councilmember Christie Wood asked for clarification on the mixed-height scenario shown in the modeling slides, specifically whether the pink areas represented actual planned projects or simply potential development. Mr. Holm explained that the pink areas indicate hypothetical possibilities based on current zoning and existing site conditions such as parking lots or lower-value buildings. He then presented on how different building heights permitted under the current code would appear in various viewpoints. He presented a conceptual build-out of the East Downtown Core–East (DCE) gateway. He then discussed the group’s recommendation to increase tower spacing from 50 to 80 feet, providing background on how the original 50-foot standard was established in 2006 and noting that 80 feet better preserve view corridors. Finally, he introduced shadow-study models for July, October, and December.

Ms. Patterson explained that, based on the new modeling and stakeholder feedback, the working group revised its height and design recommendations for the downtown core. The updated proposal increases the height limit on Front Avenue from 45 to 75 feet with bonuses, while keeping Sherman Avenue at 45 feet except for an “East Gateway” section between 7th and 8th Streets, where buildings up to 110 feet would be allowed. Lakeside Avenue would also permit heights up to 110 feet, and Coeur d’Alene Avenue would range from 75 to 110 feet, with taller options tied to more stringent bonus requirements. Heights would then taper down to 45 feet on Indiana Avenue to match adjacent residential areas. The group also recommend prohibiting any additional 220-foot

towers downtown, raising tower spacing from 50 to 80 feet, and increasing upper-story step-backs from 10 to 20 feet to reduce bulk. Ms. Patterson also presented proposed changes to the floor-area-ratio bonus system, eliminating bonuses for items like private health clubs and instead emphasizing bonuses for historic preservation, public parking, interior public spaces, and expanded green-building features. Councilmember English asked for clarification on the meaning of green building, and Ms. Patterson explained that they could include features such as green roofs, green walls, or LEED-certified construction.

Ms. Patterson then outlined the next steps for the downtown code update process, emphasizing that staff now needs Council guidance before moving forward. She described two possible paths: a faster route that updates the relevant commissions through shared materials or brief check-ins, and a slower route involving formal presentations to each commission. Additional work is needed to test and refine the floor-area-ratio framework, especially how base and bonus FAR function across streets with different proposed height limits. Future steps could include joint workshops with the Planning & Zoning Commission, Design Review Commission, and Historic Preservation Commission or proceeding directly to public hearings. She added that broader topics such as downtown parking ratios, fee-in-lieu programs, boundary adjustments, and updates to design guidelines would come later, in smaller phases as previously recommended by Council. Ms. Patterson concluded by asking Council's guidance for staff to begin drafting code amendments focused specifically on height, FAR, tower spacing, and upper stepback.

DISCUSSION: Councilmember Wood thanked the working group for its extensive effort and emphasized the need for careful, incremental decision-making on such impactful downtown code changes. She stated she strongly prefers a series of small, topic-specific workshops rather than moving directly to public hearings, to ensure all potential impacts are fully considered. Councilmember Wood also requested that feedback be actively solicited from downtown property owners, noting comments made earlier by Chris Meyer. Regarding FAR bonuses, she shared that the Downtown Business Association's top concern is the lack of public restrooms in the area and suggested considering a FAR bonus for providing public restroom facilities. Ms. Patterson noted that public restrooms had been removed from the draft bonus list due to lack of stakeholder interest. Councilmember Wood asked that the idea be reconsidered because the need remains significant despite past reluctance from developers. Mayor Gookin noted that he had recently spoken with Mr. Greenwood about the possibility of partnering with the Downtown Association to install indoor public restrooms at Rotary Park. He emphasized that the City is actively considering this option and that public restrooms have also been discussed as a possible FAR bonus. Councilmember Wood appreciated that the City was exploring the idea.

Councilmember Gabriel agreed with Councilmember Wood that the downtown code updates should move forward in smaller, focused pieces and supported holding workshops so the public can better digest the information and provide meaningful feedback. He then asked for clarification on what it would mean to give the Design Review Commission (DRC) more "teeth," particularly regarding historic preservation and maintaining downtown's character. Ms. Patterson explained that the DRC currently has limited authority, its review is based on existing design guidelines but does not allow it to require specific materials, control driveway placement, or enforce historic compatibility. Some issues, such as vehicular access, have been allowed through departures, leaving the Commission feeling constrained. She added that stronger historic-design requirements

could be added during a later update to the design guidelines, after height and massing issues are addressed.

Councilmember Miller asked for clarification on how the recommendation for allowing a 110-foot building at the east entrance of Coeur d'Alene Avenue was developed, expressing concern about the proximity of such height to nearby single-story homes in the Garden District. Ms. Patterson explained that heights on Indiana Avenue to the north would remain at 45 feet and that the intent was for Coeur d'Alene Avenue to step up gradually, generally 75 feet with additional bonuses required to reach 110 feet, while ensuring taller buildings do not extend east of 5th Street to avoid conflicts with the Garden District. Councilmember Miller noted that the proposed height area appeared very close to historic homes, and she questioned whether Garden District residents had been included in the outreach. Ms. Patterson confirmed that some neighborhood representatives had participated.

Councilmember Evans expressed her appreciation to the working group, noting that the discussion brought back memories of her early work with the City in 2006. She acknowledged the extensive work the current group has put into the downtown update. She stated her support for moving forward with future workshops as part of the process.

Councilmember English emphasized the importance of providing public restrooms downtown, noting that while private developers may be reluctant to allocate space for them, there are opportunities on City-owned property where permanent facilities could realistically be built.

Mayor Dan Gookin reminded Council that staff was seeking guidance on whether to proceed with focused deliberations on height, downtown core boundaries, tower spacing, and upper step-backs. Ms. Patterson reiterated that addressing these priority items in smaller phases would allow the City to be more responsive to community concerns while continuing broader work on issues like parking and historic elements over time.

Councilmember Wood emphasized that the downtown code changes are significant enough to warrant multiple workshops rather than a single session, urging that the topics be broken into smaller, manageable discussions to ensure the Council fully understands the long-term impacts. She stressed the importance of gathering broad input from property owners and other stakeholders and questioned how that feedback could be incorporated if public comment is not typically taken during workshops. Ms. Patterson asked whether the upcoming workshops should include all three commissions, noting that their participation could be valuable. Mayor Gookin indicated he was hearing support for that approach. Ms. Patterson added that staff could either allow limited public input during the workshops or gather stakeholder feedback in advance to present to the Council, and Mayor Gookin suggested that written questions or comments could also be accepted to help maintain an orderly process.

RESOLUTION NO. 26-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING STAFF AND THE HISTORIC PRESERVATION COMMISSION TO APPLY FOR, AND IF AWARDED ACCEPT, AN HISTORIC PRESERVATION MITIGATION BANK GRANT IN THE AMOUNT OF \$50,000, AND AN IDAHO HERITAGE TRUST GRANT IN

THE AMOUNT OF \$15,000 FOR BRICK-AND-MORTAR REHABILITATION OF THE INLAND EMPIRE ELECTRIC SUBSTATION.

STAFF REPORT: Planning Director Hilary Patterson noted that the City Council established its Historic Preservation Code and Commission in 2019 and has since supported multiple preservation-related grant opportunities. The Historic Properties Mitigation Bank (HPMB), a new statewide program funded through Idaho's Leading Idaho Local Bridge Program, offers up to \$50,000 for historic preservation projects without requiring a local match, while the Idaho Heritage Trust (IHT) provides up to \$15,000 in technical assistance and funding for brick-and-mortar preservation projects with a dollar-for-dollar match. Coeur d'Alene's Historic Preservation Commission recommends pursuing both grants to begin phased rehabilitation of the City-owned Inland Empire Electric Substation, built in 1904 and listed on the National Register, which currently houses HREI and is the last remaining structure of the Spokane and Inland Empire Railway. Engineering assessments and contractor quotes indicate an estimated \$134,500 is needed to repair all exterior walls, with the first phase focused on the public-facing north wall. HREI has offered a letter of support, and both grant programs require a five-year façade easement. If awarded, HPMB notifications would arrive by July 15, 2026, with a three-year expenditure period, while IHT grants, also with a three-year period, are due April 30, 2026, and could be matched using HPMB funds. Staff and the Commission recommend Council authorization to apply for and accept both grants.

MOTION: Motion by Miller, seconded by Wood, to approve **Resolution No. 26-025** - Authorizing staff and the City's Historic Preservation Commission to apply for, and if awarded accept, a Historic Preservation Mitigation Bank Grant in the amount of up to \$50,000 and an Idaho Heritage Trust grant of up to \$15,000, for brick-and-mortar rehabilitation of the City-owned building listed in the National Register as the Inland Empire Electric Substation.

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

(QUASI-JUDICIAL) **ZC-1-26** - A REQUEST BY: MICHAEL AND NORMA REASOR, FOR A ZONE CHANGE FROM MH-8 (8 UNITS PER ACRE) TO R-17 (17 DWELLING UNITS PER ACRE) ON A PARCEL MEASURING 0.522 ACRES LOCATED AT: 3620 NORTH FRUITLAND LANE.

STAFF REPORT: Senior Planner Sean Holm presented presented a request to rezone a property located at 3620 N. Fruitland Lane from MH-8 to R-17, outlining the site's location, surrounding context, and background. He explained that the Planning and Zoning Commission unanimously recommended approval with no conditions and reviewed the four required findings for a zone change, noting that the proposal aligns with the Comprehensive Plan's "Compact Neighborhood" designation and associated zoning types. Ms. Holm detailed available public utilities and infrastructure, described the site's physical characteristics through photos, and addressed potential traffic impacts estimating approximately 59 daily trips if the property were developed to maximum density. He reviewed the mixed residential and commercial uses in the surrounding area and compared what could be built under MH-8 versus R-17 zoning, explaining that R-17 would allow up to nine units at a greater height and require larger setbacks. Mr. Holm concluded that staff

identified no conditions for the request and that the Council must determine whether the findings support approval or denial of the R-17 zone change.

DISCUSSION: Councilmember Gabriel commented that placing R-17 zoning on a half-acre lot felt dense and asked whether similar MH-8 to R-17 zone changes had occurred nearby. Mr. Holm confirmed that properties across the street had previously been rezoned from MH-8 to R-17 and noted that those parcels were larger, approximately three-quarters of an acre and extending from Fruitland Lane to Howard Street.

Councilmember Sheckler expressed concern about approving a zone change for a single parcel surrounded by mobile homes, noting that it could allow a 45-foot apartment building to rise in the middle of predominantly low-profile MH-8 properties. He questioned whether it was appropriate to rezone one lot without evaluating the suitability of R-17 for the entire area. Mr. Holm responded that this would not constitute spot zoning because the Comprehensive Plan designates the area as “Compact Neighborhood,” which supports R-17 as a compatible zoning option. He acknowledged that the surrounding context includes lower-height structures but explained that required setbacks, approximately 25 feet between the rear of an existing mobile home and the potential side of a new 45-foot building, would help provide separation if the zone change is approved.

PUBLIC TESTIMONY: Mayor Gookin opened the public testimony portion of the hearing with the clerk swearing-in those who provided testimony.

APPLICANT: Michael Reasor briefly stated that his intent in requesting the zone change is to enable the property to be used for affordable housing or a similar residential purpose.

Shelley Porche, Coeur d’Alene, expressed strong concerns about the proposed zone change, explaining that she has lived in the neighborhood for 19 years and has firsthand experience with increasing traffic and parking pressures along Fruitland Lane. She noted that the presentation did not show the frequent on-street parking that already forces drivers to stop and let others pass on the narrow, heavily used road, which also serves as a bus stop and a common cut-through route since the traffic signal at Bosanko and U.S. 95 was removed. Ms. Porche questioned how nine apartments and the required parking could realistically fit in with a half-acre lot and raised doubts about whether the units would truly be affordable. She emphasized that the surrounding mobile home residents had little notice of the proposal and that developers and decision-makers do not live in the neighborhood. She urged the Council to consider the impact on existing residents, suggesting that perhaps four units would be more reasonable and warning that enforcement would be needed to prevent further parking and traffic problems if higher density is approved.

With no other comments received, Mayor Gookin closed the public testimony portion of the hearing.

DISCUSSION: Councilmember Miller sought clarification that the request before the Council was solely a zone change and that the Council cannot dictate specific uses such as requiring condominiums or for-sale units, unless those terms are included within a development agreement. Mr. Holm confirmed that a development agreement could be required but is not typically used for smaller projects, and that the nine units mentioned are only a theoretical maximum subject to

design constraints like setbacks, parking, and height limits. Councilmember Miller reiterated her desire for development agreements to be discussed with all zone changes and annexations as a tool for promoting attainable housing. When Mayor Gookin asked how the process would work, City Attorney Randy Adams explained that municipal code allows the Council to require a development agreement as a condition of approving a zone change. Councilmember Miller emphasized that a development agreement is a negotiated instrument between the city and the property owner. She noted that she wanted to see if there is potential that staff could work with the property owner to have something in writing before Council approves the zone change. She clarified that the reference to nine units is simply a mathematical maximum and does not guarantee that nine units would fit or be feasible, and that the Council cannot require applicants to present building plans before approving a zone change because zoning only establishes allowable land-use types. She also noted that the request is consistent with the comprehensive plan and was appropriately recommended by the Planning and Zoning Commission. In response to Councilmember Sheckler's question raised earlier, she clarified that the Council cannot unilaterally rezone surrounding properties without landowner requests, reinforcing that this zone change is before them solely because the applicant has initiated it. Mr. Holm explained that while a landowner typically initiates a zone change request, the Council does technically have the authority to initiate one themselves even though doing so is often unpopular and rarely pursued. Councilmember Miller asked whether staff and the property owner had discussed the possibility of a development agreement and whether tabling the item might allow time for those conversations. Mayor Gookin noted that the Council already has the authority to direct staff to enter into a development agreement as part of the motion if they choose.

Councilmember Miller explained that her concern was whether staff had engaged the applicant about their stated interest in affordable housing and what that might look like. Mr. Holm stated that staff had not had that conversation; however, the Planning Commission discussed it and concluded that high rents were unlikely in this location, so they did not recommend pursuing affordability conditions. Councilmember Miller emphasized the need to explore every opportunity for attainable housing and expressed interest in tabling the request for two weeks to allow discussions with the landowner about including attainable housing in a development agreement.

MOTION: Motion by Miller, seconded by Wood to table the request for zone change from MH-8 (8 units per acre) to R-17 (17 dwelling units per acre) for a parcel measuring 0.522 acres located at 3620 North Fruitland Lane, for two weeks.

DISCUSSION: Councilmember Miller stated that discussions about a potential development agreement should take place between staff and the property owner so they can fully explore options and return to the Council with something concrete. Mr. Holm responded that staff could meet with the applicant as long as he is available, noting that the applicant had been out of the country during the earlier hearing.

Councilmember English acknowledged that development agreements are a useful tool but cautioned that the Council must consider the scale, effort, and staff time required. He stated he would not support using development agreements for every zone change, particularly for straightforward requests like this one. He added that practical constraints such as meeting parking and infrastructure requirements will naturally limit what can be built on the site, and he noted from

his own experience driving the area that parking concerns there are legitimate. Because of these factors, he said he would not support tabling the request for two weeks. Mr. Adams clarified that the next Council meeting will be in three weeks.

Councilmember Evans asked whether the Council could approve the zone change now and address a development agreement later. Mr. Adams clarified that a development agreement must be made as a condition of the zone change at the time of approval; otherwise, the option to require one is lost. Councilmember Miller added that since Planning and Zoning recommended the request with no conditions, the Council could attach a condition directing staff to discuss a development agreement with the landowner for potential attainable housing and bring it back. Mr. Adams cautioned that there is always the possibility that the parties may not be able to reach agreement on the terms of a development agreement. If a development agreement is made a condition of the zone change and that condition is not met, then the zone change cannot take effect.

Mr. Holm sought clarification from Council about the motion. Councilmember Miller explained that explained that her goal is to ensure a discussion occurs with the property owner about incorporating attainable housing, noting that they often promise affordability but later abandon those plans when the numbers no longer “pencil out.” She emphasized that attainable options could include rental units set at defined affordability levels rather than ownership. She stated that making such a discussion a condition of the zone change would allow the city to explore possibilities for local-worker housing.

AMENDED MOTION: Motion by Miller, seconded by Wood to table the request for zone change from MH-8 (8 units per acre) to R-17 (17 dwelling units per acre) for a parcel measuring 0.522 acres located at 3620 North Fruitland Lane, for discussion in the next Council meeting.

DISCUSSION: Councilmember Evans said she is open to staff having a discussion with the applicant about a development agreement but prefers to move forward with the zone change request while adding a condition that such a discussion take place and be brought back to the Council at a future meeting. She noted that the full public hearing has already occurred and expressed a desire to conclude the item while still allowing staff and the applicant time to explore options.

Mr. Adams clarified that, under Councilmember Evans’ proposal, the Council would approve the zone change with a condition requiring staff and the applicant to negotiate a development agreement that includes provisions related to workforce housing. That agreement would then be brought back at the next meeting for the Council to either approve or reject. If the Council were to reject the development agreement, the zone change would not move forward.

Councilmember Wood said she appreciates Councilmember Miller’s intentions and agrees that the city must take action to address workforce housing, but she is concerned that introducing a development agreement at this stage may be unfair to the applicant. She noted that there had been no prior discussion about requiring a development agreement until this moment, leaving the applicant unprepared for potential financial or permitting implications. She expressed hesitation about tabling the item without understanding how it might affect the applicant.

Councilmember Miller noted that there are several ways to proceed once staff and the applicant have had a chance to discuss the possibility of a development agreement, emphasizing that her intention is simply to allow that conversation to occur.

Councilmember Sheckler stated that he supports Councilmember Evans' approach, recommending that the Council approve the zone change today with a condition for a development agreement. If the development agreement discussions fail and no acceptable agreement is reached, the matter would return to the Council for further consideration. He agrees that there are multiple options and that the decision on the zone change request should not be postponed.

Mr. Adams explained that the only motion currently before the Council is the motion to table the item. He noted that, procedurally, that motion must either be withdrawn or brought to a vote before the Council can entertain any new motions or take further action on the request.

Motion withdrawn.

MOTION: Motion by Evans, seconded by Gabriel to approve without prejudice a zone change from MH-8 (8 units per acre) to R-17 (17 dwelling units per acre) for a parcel measuring 0.522 acres located at 3620 North Fruitland Lane, based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentation, and the testimony of the applicant, with a condition that the applicant and staff discuss a Development Agreement as soon as possible and bring the Agreement to Council for approval.

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

EXECUTIVE SESSION: Mayor Gookin asked Mr. Adams to review the task of the Council in the executive session. Mr. Adams explained that an executive session is permitted for discussing the qualifications of applicants for public positions such as the Police and Fire Chiefs. While department heads are typically appointed by the City Administrator without Council involvement, Interim City Administrator Ron Jacobson's contract requires Council consent before he can appoint or remove a department head. Mr. Adams stated that after executive session, Mr. Jacobson is responsible for making an appointment or recommendation, which the Council must then vote to approve or reject. If the Council rejects the appointment, Mr. Jacobson may propose another candidate. He emphasized that neither state law, personnel rules, nor the Administrator's contract allow the Council to bypass this process and directly make the appointment. Any final action must occur in public, and while the Council may choose to make a conditional offer rather than an appointment, the procedural requirements remain essentially the same.

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

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

The Council entered into Executive Session at 8:11 p.m. Those present were the Mayor, City Council, Interim City Administrator, City Attorney, City Treasurer, and Human Resources Director. Council exited Executive Session at 9:02 p.m.

APPOINTMENT OF POLICE CHIEF

Mr. Jacobson recommended the appointment of Mr. Greg Yeager as the new Police Chief.

FIRST MOTION: Motion by Wood, seconded by English, to reject the appointment of Greg Yeager to the position of Police Chief for the City of Coeur d'Alene.

ROLL CALL: Wood Aye; Evans No; Miller No; Gabriel No; Sheckler No; English Aye.
Motion failed.

SECOND MOTION: Motion by Miller, seconded by Evans to approve the appointment of Greg Yeager to the position of Police Chief for the City of Coeur d'Alene.

DISCUSSION: Councilmember Gabriel explained that his approach to the decision has been grounded in respecting and protecting the integrity of the established process. He noted that from the outset, it was emphasized to him that the process must be followed, and he has tried to honor that throughout. While he is strongly supportive of the Police Department and thinks highly of Interim Chief Dave Hagar, he acknowledged that it is difficult for him to go against the procedure that was put in place, underscoring his commitment to adhering to the established process.

Councilmember English explained that although he felt Greg Yeager was the strongest of the external candidates, the presence of a qualified internal candidate, Interim Chief Dave Hagar, shaped his perspective. He emphasized his long-held belief in developing leadership from within and supporting employees as they advance through the ranks, trusting that the process will naturally reveal when someone is or isn't suited for top roles. He stated that he believes Mr. Hagar has earned the position; however, he will still support whichever candidate the Council ultimately chooses.

Councilmember Wood stated that she agrees with Councilmember English, noting that Interim Chief Dave Hagar has been an exceptional employee who has served the city with dedication for more than a decade. She emphasized the value of promoting strong internal candidates whenever possible and expressed complete confidence in Mr. Hagar's abilities. She concluded that her preferred choice for the position is Interim Chief Dave Hagar.

Councilmember Miller said she appreciated the strength of the overall interview process, noting that two of the four Police Chief candidates were especially impressive and would both serve the city well. She explained that she ultimately chose the candidate she felt had broader experience in key areas and delivered an interview that reminded her of former Chief Lee White, giving her confidence in his leadership potential. She emphasized that her decision reflects no disrespect toward Interim Chief Dave Hagar, whom she described as a wonderful person, but she is supporting the candidate she believes is the best fit based on experience.

ROLL CALL: Wood No; Evans Aye; Miller Aye; Gabriel Aye; Sheckler No; English No.
Mayor declined to break the tie vote. **Motion failed.**

Mayor Gookin explained that he did not want to split the Council. He stated that Mr. Dave Hagar will then continue as the Interim Police Chief. He asked Mr. Jacobson if he has another recommendation. Mr. Jacobson recommended waiting until a permanent City Administrator is on board.

APPOINTMENT OF FIRE CHIEF

Mr. Jacobson recommended Jake Bieker as the new Fire Chief and asked Council for confirmation.

MOTION: Motion by Miller, seconded by Evans to appoint Jake Bieker to the position of Fire Chief for the City of Coeur d'Alene.

DISCUSSION: Councilmember Wood stated that, similar to her earlier remarks, she believes the city should promote an internal candidate whenever possible, especially someone who has been loyal, highly capable, and trusted. She expressed full confidence in Jake Bieker and affirmed her strong support for his appointment.

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

RECESS: Motion by Evans, seconded by Gabriel, to recess to March 23, 2026 at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue for a Joint Meeting with ignite cda.
Motion carried.

The meeting ended at 9:12 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER
ZC-1-26**

INTRODUCTION

This matter having come before the City Council on March 17, 2026, to consider ZC-1-26, a request for a zone change from MH-8 to R-17 on a parcel measuring 0.522 +/- acre.

APPLICANT: Michael & Norma Reasor

LOCATION: 3620 N. Fruitland Lane Coeur d'Alene ID, 83815

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A12, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. All public hearing requirements have been met for item ZC-1-26.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on February 28, 2026.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on March 4, 2026.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). Fifty-one (51) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on February 27, 2026.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).
- A public hearing was held with the Planning and Zoning Commission on February 10, 2026 to receive comments and consider this request.
- A public hearing was held with the City Council on March 17, 2026 to receive comments and consider this request.

A2. The subject property is currently vacant, the home and accessory structures having been demolished in 2023. Only one person, other than the applicant, testified. Shelley Porche lives near the subject property. She did not dispute any of the facts recited herein as relevant to the decision, but raised concerns about parking and traffic. Parking will be addressed when plans are submitted. The traffic information provided by the City Engineer was not disputed by Ms. Porche.

- A3.** The subject site is currently zoned Mobile Home (MH-8).
- A4.** The neighborhood surrounding 3620 N. Fruitland Lane is characterized by a mix of residential units ranging from mobile homes, townhomes, multi-family, and commercial to the north. A mini-storage business is located northwest on Fruitland Lane with the city's Water Department and compost facility located west on N. Howard St.
- A5.** The Comprehensive Plan Future Land Use Map designation is the Compact Neighborhood place type. The Comprehensive Plan states that the compatible zoning districts are listed as R-12, R-17, MH-8, NC, and CC.
- A6.** According to the 2022-2042 Comprehensive Plan, the Compact Neighborhood place type is described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.
- A7.** The Planning and Zoning Commission has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.
- Goal CI 1:** Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.
- Objective CI 1.1:** Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.
- Goal CI 3:** Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.
- Objective CI 3.1:** Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.
- Goal GD 1:** Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.
- Objective GD 1.1:** Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.
- Goal GD 2:** Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.
- Objective GD 2.1:** Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.
- Goal HS 3:** Continue to provide exceptional police, fire, and emergency services.
- Objective HS 3.2:** Enhance regional cooperation to provide fast, reliable emergency services.
- A8.** The applicant has indicated that, if this zone change request is approved, they intend to develop the property as a multi-family development of up to nine (9) units. However, it should be noted that if the zone change is approved, all uses within the R-17 zoning district would be allowed (See the R-17 permitted uses on page 20).
- A9.** City departments have indicated that water and wastewater services are available for residential use of the subject property. Frontage improvement requirements including curb, gutter, sidewalk, and stormwater swales will be handled at the time of construction.

- A10. The subject property is approximately 22,738 square feet in size and is relatively flat with minimal landscaping. The immediate area is characterized by a mix of residential, commercial, and civic development.
- A11. The City Engineer has indicated that the applicant intends to construct nine workforce housing units. Multifamily Low-Rise Apartments (Land Use Code 221) are a reasonable approximation with an estimate of 59 trips per day with five occurring in the AM Peak Hour and six occurring in the PM Peak Hour. Fruitland Lane has the available capacity to accommodate the additional traffic.
- A12. The Planning and Zoning Commission considered this zone change request at their regularly scheduled hearing on February 10, 2026 and recommended adoption of the R-17 zoning district by a vote of 5-0. Two commissioners were absent.

B. CONCLUSIONS OF LAW:

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

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

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change does comply with the required evaluation criteria and the zone change request is **approved** with the condition that a Development Agreement discussion will occur between the applicant and staff as soon as possible and the Development Agreement will come back to Council for approval.

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted	Aye
COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER SHECKLER	Voted	Aye
COUNCIL MEMBER EVANS	Voted	Aye
COUNCIL MEMBER GABRIEL	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

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

March 23, 2026

The Mayor and Council of the City of Coeur d'Alene met in a continued session with ignite cda at the Coeur d'Alene City Library Community Room on March 23, 2026, at 12:00 p.m., there being present the following members:

Dan Gookin, Mayor

Amy Evans) Members of Council Present
Dan Sheckler)
Dan English)
Kiki Miller)
Christie Wood) Left at 12:40 p.m.
Kenny Gabriel) Member of Council Absent

Scott Hoskins) Members of ignite cda Present
Alivia Metts)
Kevin Jester)
Sarah Garcia)
Brinnon Garrett Mandel)
Will Osborne)
Danielle Quade)
Phil Boyd)
Chris Meyer) Members of ignite cda Absent
Mic Armon)

STAFF PRESENT: Randy Adams, City Attorney; Renata McLeod, City Clerk/ Municipal Services Director; Katie Ebner, Finance Director; Todd Feusier, Streets and Engineering Director; Chris Bosley, City Engineer; and Adam Rouse, Interim Parks and Recreation Director.

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

Mayor Gookin noted that the purpose of the meeting was for ignite cda to present on the status of the urban renewal districts and future goals. He noted that Councilmember Wood will be leaving early and asked her to raise her questions. Councilmember Wood asked about the statement under financial analysis on the packet that the “loan to CDA Wastewater is not stated on ignite’s financial statements, as it is not considered an official debt for ignite as an entity. The City calculates the loan repayment as being covered by the onetime payment at the close of the district.” She expressed concern that the statement implied the City would wait until the district closed to make a large lump-sum payment, rather than continuing the ongoing payments that had been previously understood. She requested that Council receive a copy of the original pro forma or agreement for clarity. Legal Counsel Danielle Quade responded that she had shared the 2020 agreement with the City to Ms. McLeod, clarifying that payments are not pro forma but made as funds become

available per district, and noting that the River and Lake Districts have fully repaid their obligations.

Mayor Gookin noted that Interim City Administrator Ron Jacobson could not attend because he is traveling to an official event in Boise. He added that Finance Director Katie Ebner would be available to address any financial questions.

IGNITE CDA PRESENTATION ON STATUS AND FUTURE GOALS: Will Osborne, ignite cda Executive Director, presented on the Urban Renewal Agency Fundamentals and the status of the River District, and Health Corridor District. He emphasized the strong partnership between ignite cda and the City. He highlighted the agency's nationally recognized achievements in leveraging urban renewal to support both private and public development. He briefly reviewed the organization's vision to be a catalyst for positive change and its mission to help build a diverse, sustainable community with strong economic, housing, and public space opportunities. He stated that urban renewal does not raise taxes but uses growth-based tax increment funding temporarily to support renewal efforts.

Mayor Gookin mentioned that although urban renewal itself does not raise taxes, it does impact the levy rate, because the growth in property value within an urban renewal district is temporarily redirected. He added that due to changes implemented under House Bill 389, the City no longer collect 100% of the new property value growth from these districts.

Councilmember English stated that he would like to hear about the Health Corridor District and expressed interest in understanding whether it should continue.

Mr. Osborne explained that a key element of urban renewal is leveraging future tax increment through borrowing tools such as Owner Participation Agreements (OPAs) and Improvement Reimbursement Agreements (IRAs), which allow the agency to access capital for economic growth while placing all financial risks on the developer. Using the River District as an example, he noted that its 363-acre area was reduced by 56 acres through de-annexation, it is scheduled to sunset on September 30, 2027, and it currently has one active OPA and three active IRAs with about \$3.6 million outstanding. He emphasized that if the district were closed today, that amount would be due in full, but under existing contract language, payments continue only until they are fully paid or until one year after the district's sunset, meaning any balance remaining after August 1, 2028 would no longer be owed to the investors. Mr. Osborne explained that OPA and IRA are debt instruments used by the agency and typically funded by developers. Councilmember Wood noted that developers take on the risk because they may or may not be repaid through tax increment. Mr. Osborne added that the agreement explicitly state repayment is conditional on receiving tax increments, which is why they are not included in the agency's financial statements. He then explained that based on the River District's payment schedule, approximately \$2 million of the OPA obligation will remain unpaid at the district's close, representing savings for taxpayers, with all OPA and IRA obligations totaling about \$2.5 million. Councilmember Wood asked whether that \$2 million would return to taxing entities, Mr. Osborne said it represents debt the agency will not pay, and any redistribution would depend on the district's overall financial balance.

On the Health Corridor District, Mr. Osborne noted its unique challenge: Kootenai Health is the largest property owner but is exempt from property taxes. Because of this, the district's success depends on Kootenai Health participating through a Payment in Lieu of Tax (PILOT) agreement,

which could generate significant revenue. He noted that the district has remained mostly inactive because Kootenai Health's finances were strained during COVID limiting PILOT payments to date, and because turnover in leadership caused a loss of institutional knowledge about the agreement. After meeting with new leadership, Mr. Osborne reported renewed interest, with Kootenai Health designating the Coeur d'Alene campus as its primary future trauma and procedural center and launching an internal assessment of its needs and growth potential. He noted that the Health Corridor District holds the greatest potential for job creation among the city's urban renewal districts due to Kootenai Health's role as the county's largest employer. When asked by Mayor Gookin whether job growth would occur without district participation, Mr. Osborne said he did not yet have data but could research it, noting Kootenai Health's estimate of more than 1,000 jobs created via a similar project in Post Falls. Ignite Vice Chair Metts explained that health-sector jobs have a jobs multiplier of about 1.59 — lower than manufacturing, which is closer to 2.5, but higher than restaurants and similar service industries. She noted that the health-sector multiplier is roughly comparable to education and slightly higher than general government jobs. Councilmember English stated that the City is approaching a critical decision point for the Health Corridor District. He expressed openness but said he wanted to see that the district will yield a net positive benefit. Mr. Osborne agreed, noting that because the district is already five years in its lifespan, meaningful action must happen soon. Councilmember Sheckler asked about voluntarily taxes, and Mr. Osborne explained that in Post Falls, Kootenai Health voluntarily chose to become a taxable entity so it could participate in that city's urban renewal program. In Coeur d'Alene, however, the Health Corridor District is already established, so Kootenai Health would not need to change its nonprofit status; instead, it can participate through a PILOT agreement. Chairman Hoskins explained that PILOT payout represents what would be paid in property tax. Mayor Gookin noted the unusual nature of using tax-increment financing for a property that normally does not pay taxes. Ms. Quade explained that the district supports thousands of jobs and that infrastructure improvements within it help drive taxable growth. She emphasized that one of the biggest constraints in the Health Corridor is the inadequate road system, which is hindering development. By using PILOT tools to address those transportation issues, the City could stimulate development and expand the tax base. She also noted that many properties in the area are older, limited-use medical offices that have not redeveloped, in part because of existing traffic patterns. Mr. Osborne mentioned that Kootenai Health's new leadership shows stronger awareness and interest in urban renewal, though education is still needed.

ATLAS UPDATE: Phil Boyd, Welch Comer President, reviewed the history of the Atlas project and ignite's role in guiding its development alongside the City. He highlighted key accomplishments since 2017, including innovative actions such as securing water rights, and reflected that while some decisions might be reconsidered in hindsight, the overall outcome offers much to be proud of. He then shared project metrics, projecting 523 total housing units comprised of 225 multifamily buildings, 126 townhomes, 90 twin homes, and 82 single-family homes. He noted that the final development ended up with higher density than originally envisioned in the 2018 master plan, driven largely by multifamily proposals that were selected because they offered higher land value.

Vice Chair Metts asked about the original plan for more commercial development in the Atlas project. Mr. Boyd confirmed that early plans did include commercial areas; however, that proposal offered only about half the land value of competing multifamily proposals. He pointed out the portions of commercial that remain in the current plan, including several small commercial parcels. Councilmember Wood added that prioritizing the highest dirt value was essential because the City

and ignite had to recover the significant cost of acquiring and preserving the waterfront, about \$9 million expense, so maximizing “dirt value” was necessary to ensure the long-term protection of the public shoreline. Mr. Boyd explained that preserving the waterfront was a central goal identified by the Steering Committee and the public during the Atlas site master-planning process, and that achieving this required accepting higher residential density to help fund redevelopment. He reviewed the site’s long history, noting it sat vacant for more than a decade due to high purchase costs, difficult soil conditions, steep topography, and shoreline erosion. He described the property’s transformation from an abandoned mill site to a mixed-use neighborhood with diverse housing types, including single-family homes, twin homes, and townhomes, built largely by local developers. He highlighted significant public investments such as the waterfront park, accessible shoreline features, restored log booms, and trails that resulted from broad community engagement. Mr. Boyd also outlined the City and ignite cda’s partnership, the complex land acquisition timeline, and the unique RFP-based land disposition process used by urban renewal agencies, which evaluates proposals not only on price but also on projected tax-increment benefits and development pace.

Commissioner Mandel asked about the challenges ignite faced in attracting commercial development for designated commercial areas, pointing out that this influenced both the project’s financial outcomes and its overall land-use vision. Mr. Boyd explained that the commercial market, especially office and retail, was very weak in the post-COVID period, making it difficult for developers to justify competitive land offers or launch commercial projects before enough housing was built to support them. Because of this, early phases failed to generate viable commercial proposals. To preserve the long-term vision for neighborhood-serving businesses, ignite required certain multifamily projects to include commercial space, ensuring future opportunities for cafés or small eateries. Vice Chair Metts and Commissioner Mandel agreed that market conditions ultimately reshaped the commercial component, despite multiple attempts to solicit strong bids.

Mayor Gookin asked about the status of development in Area 13, noting prior adjustments that shifted part of the site closer to the park. Mr. Boyd stated that the developer is required to have construction underway by this fall, confirming that the project is still moving forward. He explained that once ignite sells property to a developer, the developer must meet milestone deadlines in the Disposition and Development Agreement, and if milestones are missed, ignite can reclaim the tax increment the developer would have generated.

Mr. Boyd noted how the Atlas Phase 3 site evolved from a deep, 40-foot pit into its current form, explaining that then Mayor Widmyer once proposed filling the nearby ITD pit to create future sports fields for the Kroc Center—an idea that required ITD approval and significant funding but helped shape early conceptual planning. He detailed how unsuitable soils from the waterfront area were moved to what is now Mount Hink, and how remaining unusable material led to designing a small park and cottage-court neighborhood that blends necessity with livability. Mr. Boyd then reviewed the current development concept, which includes a mix of townhomes, twin homes, single-family homes, and cottage units organized around shared green space and alleys, noting that the layout was refined through multiple iterations to address topography challenges. He also discussed ignite’s exploration of attainable housing beginning in 2022, emphasizing collaboration with city leaders, developers, and neighbors to ensure the project meets community needs, supports housing demand, protects the quality of the surrounding neighborhood, and leverages the rare opportunity for potential long-term affordable housing.

Councilmember Sheckler asked whether any zoning or Planned Unit Development (PUD) changes on the city's side could help create more value for the Atlas Phase 3 project. Mr. Boyd explained that the area is already covered by a PUD, and while the current attainable-housing concept appears to fit within existing PUD standards, ignite may seek an amendment if setbacks, lot coverage, or similar requirements that need adjustment. He added that the team is still completing detailed analysis to ensure compliance but emphasized the broader economic pressures driving the project: rising housing costs far outpacing wage growth, difficulty for employers to recruit workers who must live in cheaper communities and commute, and regional congestion caused by job-related migration patterns. He explained that attainable housing at Atlas aims to support middle-income workers such as teachers, nurses, firefighters, and technicians, while preserving neighborhood quality and responding to community and employer input gathered during the study process.

Councilmember Miller noted that the housing portion of the presentation was excellent and asked whether a standalone information package would be available on the Atlas attainable housing project. Mr. Boyd confirmed that ignite is preparing a dedicated piece that will consolidate the housing concept, supporting data, design details, financial impacts, and metrics reviewed by the board at its recent workshop. He explained that this material will be refined into a formal board action item, published on the ignite website or separate website, and incorporated into a broader communication strategy aimed at key stakeholders, builders, and potential long-term affordability partners. He added that an RFP process will follow to select builders and an affordability manager once the board formally acts on the plan.

Councilmember Evans thanked the ad hoc committee for dedicating many hours to evaluating the feasibility of the Atlas attainable housing project and emphasized the substantial, behind-the-scenes work that brought the group to this stage.

Ignite Chair Hoskins asked about the homeowners' association (HOA), Mr. Boyd explained that the committee prioritized maintaining neighborhood quality and is developing stronger architectural standards and a more robust HOA to ensure consistent enforcement in a higher-density environment, which relied more on market-driven design. Vice Chair Metts raised concerns about the tension between attainable housing and rising HOA costs, observing that HOA costs in Atlas continue to increase. Mr. Boyd acknowledged this challenge, calling it an important consideration that will require further analysis once designs are finalized, since costs such as maintaining a private park or plowing multiple alleys must be factored into the total monthly burden for future attainable-housing residents.

Mr. Boyd explained that the financial projections for the Atlas project include both completed and anticipated land-sale revenues from Phase 3 and Area 5A, as well as the estimated tax increment expected over the remaining life of the two active districts. He reviewed major expenses and noted that the projected net at district closure is based on the latest version of ignite's continually updated financial model. He clarified that the performance schedules shown in the model reflect when reimbursements could be paid off, not mandatory due dates, and emphasized that all of the figures represent projections through the district's planned closure in 2038, not the current financial standing.

City Finance Director Katie Ebner reviewed financial scenarios showing what would happen if each urban renewal district were closed today, emphasizing that this was for Council information and not as recommendations. She explained that the City benefits in two ways when a district

closes: ongoing new property tax revenue from increment value returning to the tax rolls, and a one-time distribution of the district's remaining liquid assets after debts are settled. For the Health Corridor District, the increment would add \$257,623 annually, with the City receiving \$552,340 as its share of existing liquid assets. She then highlighted significant concerns with closing the Atlas District now, as it has very low increment, holds \$5.85 million in liquid assets largely consisting of borrowed funds from the River District, and still carries a wastewater loan that would leave the City owing approximately \$5.72 million if the district closed prematurely. For the River District, closing today would yield about \$836,351 in annual revenue and roughly \$2.3 million in one-time funds. She noted major differences if the district remained open until its obligations end on August 1, 2028. By waiting, when outstanding reimbursement agreements would no longer need repayment, the City could see far greater increment growth (\$919,986 annually) full repayment of inter-district loans, and significantly higher onetime payout to the City at \$3.9 million. She concluded that waiting is the most financially prudent option because the City has been running budget deficits, and the additional future revenue would better support capital needs and long-term fiscal stability.

DISCUSSION: Ms. Quade explained that while the City typically receives 42% of remaining revenues when an urban-renewal district closes, ignite has historically partnered with the City to fund capital projects within the district before closure, allowing the City to benefit from 100% of the project value rather than just its proportional share. She noted that this approach was used successfully in the Lake District to complete projects like the Fire Department boathouse and intersection improvements and could similarly be applied in the River District if the City identifies priority projects. Vice Chair Metts added that in past cycles, the City had provided ignite with project lists to guide this collaboration. Mayor Gookin said he would work with the Interim City Administrator to develop the list.

Councilmember English shared that, after hearing the financial scenarios, waiting to close the River District makes sense because it is not far off and provides meaningful long-term revenue for the City. However, he said that if a decision on the Health Corridor District must be made today, he would recommend closing it, noting that even the modest one-time revenue could still help the City. Mayor Gookin then asked about the feasibility and impact of closing the Health Corridor District. Mr. Osborne responded that doing so would forfeit a major economic and employment opportunity tied to the PILOT program, and Chair Hoskins noted the PILOT could generate far more revenue annually than the City would gain from closure. Councilmember Evans added that closing the district now would be short-sighted, emphasizing that while the district had a difficult start due to COVID and leadership turnover at the hospital, recent meetings show progress and renewed cooperation that could lead to substantial community benefits. Mayor Gookin noted that the \$552,340 figure is a one-time payout, the ongoing revenue would only be \$257,623, and the Interim City Administrator will soon meet with the hospital director, after which the Council can make a decision.

Mayor Gookin noted that although immediate revenue from closing certain districts could help ease the City's budget challenges, both he and city staff believe waiting is the more prudent financial approach, and he encouraged Councilmembers to offer directions during next month's financial presentation. Councilmember Miller added that while reviewing numbers for the Health Corridor District is appropriate, closing it now would mean walking away from a major long-term opportunity, especially given the district's potential for growth if traffic issues are addressed and healthcare demand continues to rise. Chair Hoskins agreed, emphasizing that Kootenai Health's

new leadership has expressed strong interest in using urban renewal tools and is about to begin a new master plan for the Coeur d'Alene campus, making it wise to give the process a little more time. Vice Chair Metts suggested that a joint conversation between ignite, the City, and Kootenai Health would be beneficial. Mayor Gookin concluded that upcoming discussions with hospital leadership will help determine whether the district continues to be a viable opportunity or whether the concerns raised by Councilmember English warrant reconsideration.

Mr. Osborne asked Ms. Quade for clarification on whether the Health Corridor District could be recreated if it were closed. Ms. Quade explained that while the law is not entirely clear, the district could not be reopened on the same footprint, meaning a full reinstatement would not be possible even though some of the area could potentially be included in a new district. Mayor Gookin added that there were several options presented, other financing tools such as a business improvement district or a local improvement district would still be available.

Chair Hoskins noted that, with the former City Administrator's departure, ignite would need a city representative appointed to the RFP Review Committee and the Atlas Ad Hoc Committee. Mayor Gookin suggested waiting for Interim City Administrator Ron Jacobson's return from his trip for a discussion on who will be appointed as city representative.

ADJOURNMENT:

Ignite cda Board: Motion by Garcia, seconded by Mandel, that there being no further business, this meeting be adjourned. **Motion carried.**

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

The meeting adjourned at 1:32 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

CITY COUNCIL COMMITTEE

STAFF REPORT

DATE: April 7, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-26-01, Vacation of a portion of 8th Street right-of-way adjoining the westerly boundary of Lot 7, Block 2, Keller's Addition in the City of Coeur d'Alene.

DECISION POINT

The applicants, Michael and Allyson Steriling, are requesting the vacation of a ten-foot (10') strip of 8th Street right-of-way that adjoins the westerly boundary of their property on the northeast corner of 8th Street and Hastings Avenue (803 E. Hastings Avenue). See attached exhibits.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Keller's Addition plat in 1905.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 1,250 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 landowner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

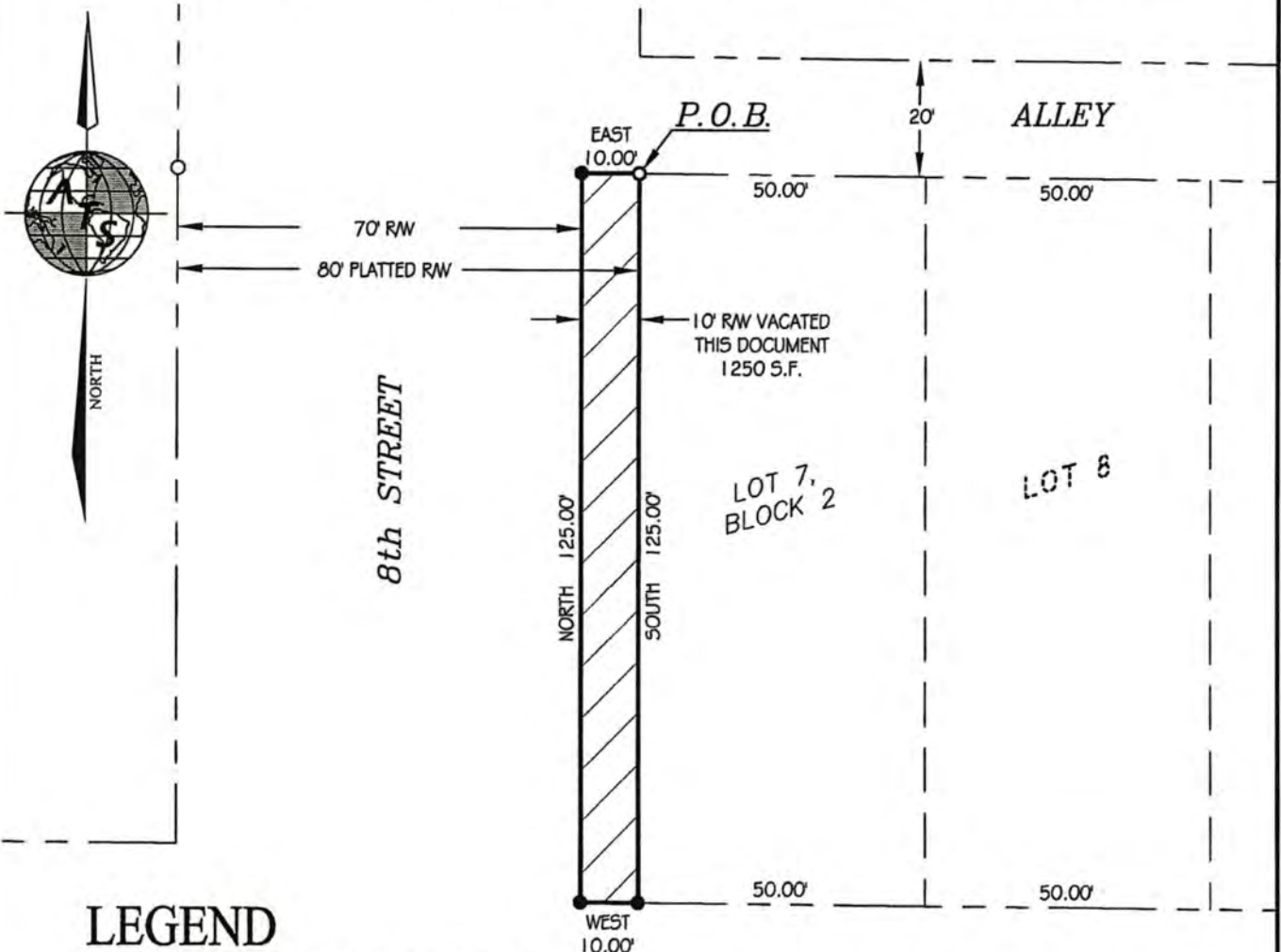
This portion of 8th Street has an eighty-foot (80') right-of-way. The typical city right-of-way is sixty-foot (60'). The purpose of this request is to be able to construct a garage and ADU. The applicant is requesting a 10' foot wide vacation along 8th Street frontage. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. The Development Review Team was informed about this vacation.

RECOMMENDATION

Staff recommends to the Council to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on April 21, 2026.

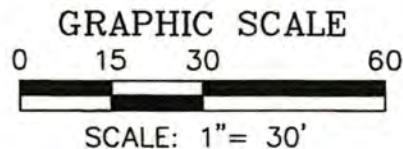
EXHIBIT B

VACATION OF A PORTION OF 8th STREET
 KELLER'S ADDITION TO CD'A
 SECTION 13, TOWNSHIP 50 NORTH, RANGE 04 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR (NO CAP)
- FOUND 1/2" ID IRON PIPE



HASTINGS AVENUE



ADVANCED
 TECHNOLOGY
 SURVEYING &
 ENGINEERING
 INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
 • PH: (208)-772-2745 • FAX (208)-762-7731 •

SCALE: 1"=30'
 CHECKED BY: MM
 DATE: 03-09-2026
 DRAWN BY: MBM
 DATE: 03-09-2026
 DWG: HARD COPY
 PROJ: 26-030

803 E Hastings Ave Vicinity Map





City of Coeur d'Alene
Municipal Services
Department

City Hall, 710 E. Mullan Avenue
 Coeur d'Alene, Idaho 83814
 (208)769-2229
 ksetters@cdaid.org

pJ 789.01

4-1-26 sm

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – October 31 Annually

New applications or renewals with changes will be submitted to City Clerk for approval.
 Fees are due with the application.

Please mark the appropriate seating location below:

Seating on Private Property

Seating on Public Right of Way

***Encroachment Permit and additional insurance required**

Name of Eating Establishment: Pasta Posto
 Applicant's Name: John Minichino, Jr Phone Number: 208-818-8970
 Contact Person: John Minichino, Jr Phone Number: 208-818-8970
 Cell Phone: _____ Email: pasta.posto.cda@gmail.com
 Physical Address: 501 E Sherman Ave City/State/Zip: CDA, Id 83814
 Mailing Address: _____ City/State/Zip: _____

What address should be used for legal notices:

Is this a home address? Yes No

Completed Application New Renewal
 Change in ownership or type of use? No Yes _____
 Please specify

Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license? No Yes

If yes, on your State of Idaho alcohol license do you have a restaurant designation? No Yes

Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served? No Yes

What hours/days is the full menu available? Start 11 AM End 9 PM Days TUES - Saturday

Please supply a proposed site/seating plan, which is subject to approval and includes the following:

- Show table sizes and chair placement, distance from building (side street 24" tables maximum).
- Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.
- What is width of sidewalk from property line to curb? 8 Feet, 14, 16, 20
- Please show location of refuse receptacle and disposal of cigarette remains.
- If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$500,000.00).
- If within the City sidewalk or City property, complete a signed encroachment application.

FEEES

Number of Seats x \$65.12 per seat (Sewer Cap Fee) 10 = \$ 651.20
**Fee required if not previously included in your original sewer rate seat count.*

If located on a sidewalk or City property, the encroachment fee is \$137.81 + \$ 137.81

TOTAL DUE \$ 789.01

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property:

- If serving alcohol, submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts, and barriers to any obstacles including curbs, trees, grates, benches, etc.
- Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter, at owner's expense, after obtaining City Council approval (see attached policy)
- "No Alcohol Beverage Beyond this Point" signs installed at exits
- Umbrellas must be included on the site plan. NOTE: They must be taller than 8 feet and not hang over the stanchions and into the right of way.

I have read the outdoor eating policy and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.

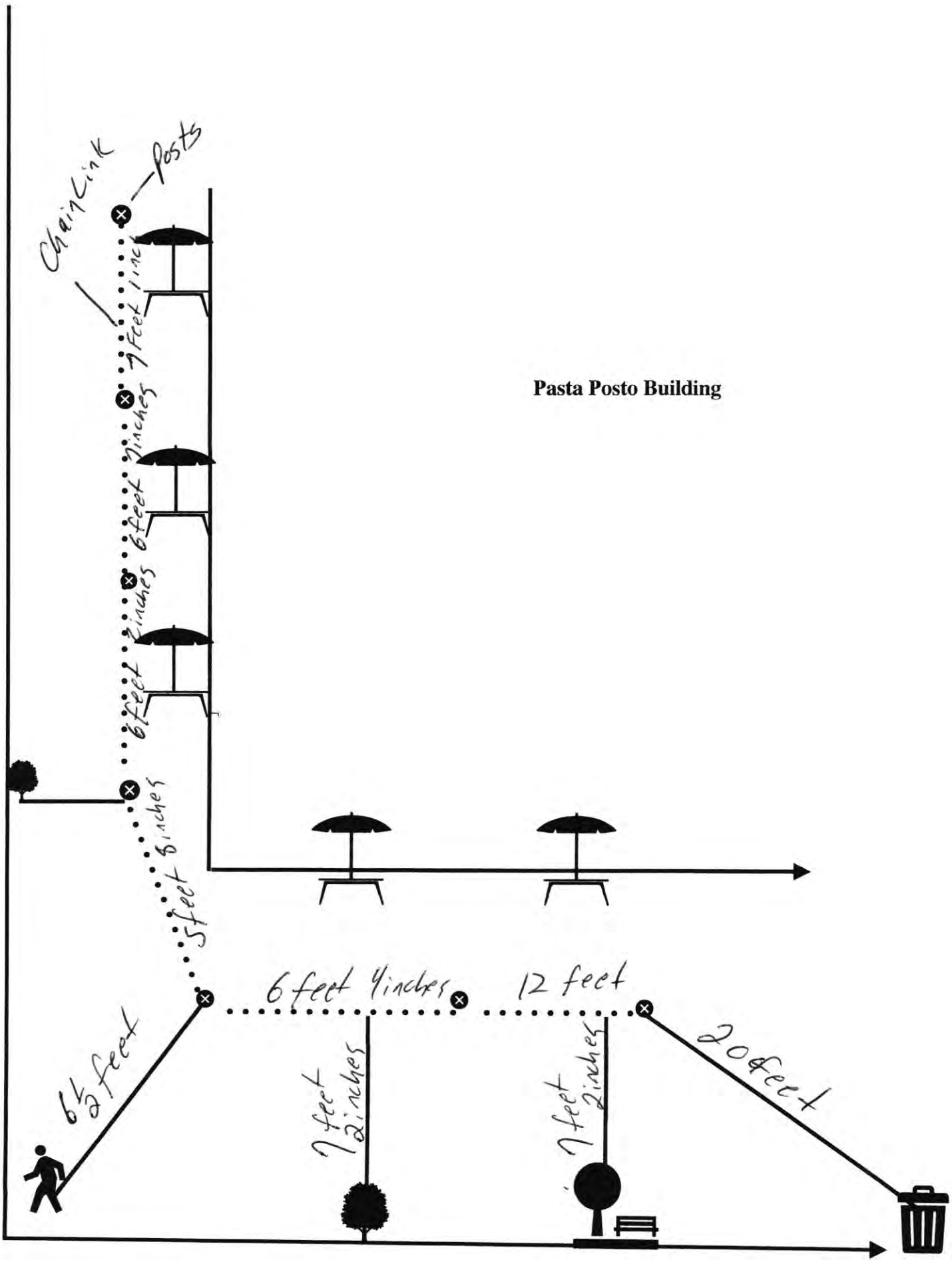
John Minichino
Applicant Signature

3/31/26
Date

Internal Use Only

Reviewed and approved on: _____ By: _____
Issued By: _____ Date: _____
Conditions: _____
Denied due to: _____
Date: _____

Pasta Posto Building



Chain Link Posts

7 feet 1 inch

7 feet 2 inches

6 feet 2 inches

6 feet 2 inches

6 feet 2 inches

5 feet 8 inches

6 feet 4 inches

12 feet

6 1/2 feet

7 feet 2 inches

7 feet 2 inches

20 feet

CITY COUNCIL STAFF REPORT

DATE: April 7, 2026
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-25-14c, Ninth Street Condominiums: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) unit residential condominium subdivision.

HISTORY

- a. Applicant: Kacey Groves
1922 N. 12th Street
Coeur d'Alene, ID 83814
- b. Location: 3206 & 3208 N. 9th Steet (East of 9th St between Honeysuckle Dr &
& Davis Ave)

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a plat of a portion of Block 13, Davis Park located in Coeur d'Alene. The condominium plat has 1 building with 2 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

NINTH STREET CONDOMINIUMS

BOOK _____, PAGE _____
INSTRUMENT # _____

A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2, BLOCK 13, DAVIS PARK,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: THAT KACEY GROVES AND SHELBY GROVES, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, ARE THE RECORD OWNERS OF THE REAL PROPERTY ON THIS CERTIFICATION AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO UNITS AND COMMON AREA, AS HEREIN PLATTED, TO BE KNOWN AS NINTH STREET CONDOMINIUMS, AND CERTIFY THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF IDAHO CODE.

LOTS 1 AND 2 IN BLOCK 13 OF DAVIS PARK, ACCORDING TO THE PLAT FILED IN BOOK "C" OF PLATS, AT PAGE 74, RECORDS OF KOOTENAI COUNTY, IDAHO.

EXCEPT THE SOUTH 83.22 FEET.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF LOT 2, BLOCK 13, DAVIS PARK, FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 2 BEARS SOUTH 00°17'17" WEST, A DISTANCE OF 360.38 FEET;

THENCE SOUTH 11°27'26" EAST ALONG THE EAST LINE OF SAID BLOCK 13, A DISTANCE OF 283.58 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1;

THENCE NORTH 89°13'42" WEST LEAVING SAID EAST LINE OF LOT 1, A DISTANCE OF 57.73 FEET TO THE WEST LINE OF SAID LOT 2;

THENCE NORTH 00°17'17" EAST ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 277.16 FEET TO THE NORTHERN MOST CORNER OF SAID LOT 2, AND THE POINT OF BEGINNING;

CONTAINING 8,000 SQUARE FEET, OR 0.184 ACRES

TOGETHER WITH AND SUBJECT TO:

EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON SAID ABOVE DESCRIBED PARCEL.

COVENANTS, CONDITIONS, AND RESTRICTIONS WERE RECORDED SIMULTANEOUSLY WITH THIS PLAT AS INSTRUMENT # _____, RECORDS OF KOOTENAI COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT:

WATER SERVICE FOR ALL UNITS IS PROVIDED BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE FOR ALL UNITS IS PROVIDED BY THE CITY OF COEUR D'ALENE.

[Signature] 3-13-26
KACEY GROVES DATE

[Signature] 3/13/26
SHELBY GROVES DATE

ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Kootenai)SS.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME, DANICA RYAN,
ON THE 13 DAY OF March, 2026.

BY: KACEY GROVES

[Signature]
(SIGNATURE OF NOTARY PUBLIC)

RESIDING AT Post Falls Idaho

DANICA RYAN
NOTARY PUBLIC-STATE OF IDAHO
COMMISSION NUMBER 20171065
MY COMMISSION EXPIRES 12-6-2029

ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Kootenai)SS.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME, DANICA RYAN,
ON THE 13 DAY OF March, 2026.

BY: SHELBY GROVES

[Signature]
(SIGNATURE OF NOTARY PUBLIC)

RESIDING AT Post Falls Idaho

DANICA RYAN
NOTARY PUBLIC-STATE OF IDAHO
COMMISSION NUMBER 20171065
MY COMMISSION EXPIRES 12-6-2029

CONSENT TO RECORDATION

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER CERTAIN DEED OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON AND RECORDED AS INSTRUMENT NUMBER 2794510000, 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 _____, 2026.

WILLAMETTE VALLEY BANK

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)SS.

ON THIS _____ DAY OF _____, 2026,

BEFORE ME PERSONALLY APPEARED _____
KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE
TO ME THAT THEY EXECUTED THE SAME AS MEMBER OF
WILLAMETTE VALLEY BANK. I HAVE HEREUNTO SET MY HAND
AND SEAL THE SATE LAST ABOVE WRITTEN

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OPLE) REPRESENTING THE CITY OF COEUR D'ALENE AND OPLE 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.

HEALTH DISTRICT SIGNATURE [Signature]

DATE: 03/18/2026

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS

CERTIFICATE HAVE BEEN PAID THROUGH December 31, 2025

THIS 20th DAY OF March, 2026.

[Signature]
KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF KACEY GROVES AND SHELBY GIBSON.

THIS _____ DAY OF _____, 2026, AT _____ M.
AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGE(S) _____ AS INSTRUMENT

NUMBER _____

FEE: \$ _____

BY DEPUTY: _____

KOOTENAI COUNTY CLERK: JENNIFER LOCKE

CITY COUNCIL CERTIFICATE

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

DATED THIS _____ DAY OF _____, 2026.

CITY OF COEUR D'ALENE - CITY CLERK

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 7th DAY OF April, 2026.

[Signature] P-10804
CITY ENGINEER

KOOTENAI COUNTY SURVEYOR

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

DATED THIS _____ DAY OF _____, 2026.



SURVEYOR'S CERTIFICATE

I, JOSHUA A. BAGLEY, A REGISTERED OR PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE RIDGE AT 9TH STREET CONDOMINIUMS WAS PREPARED UNDER MY DIRECT SUPERVISION FROM DESIGN DRAWINGS AND ACCURATELY REPRESENTS THE CHANGES SHOWN HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE AND LOCAL REQUIREMENTS RELATING TO CONDOMINIUM PLAT AMENDMENTS.

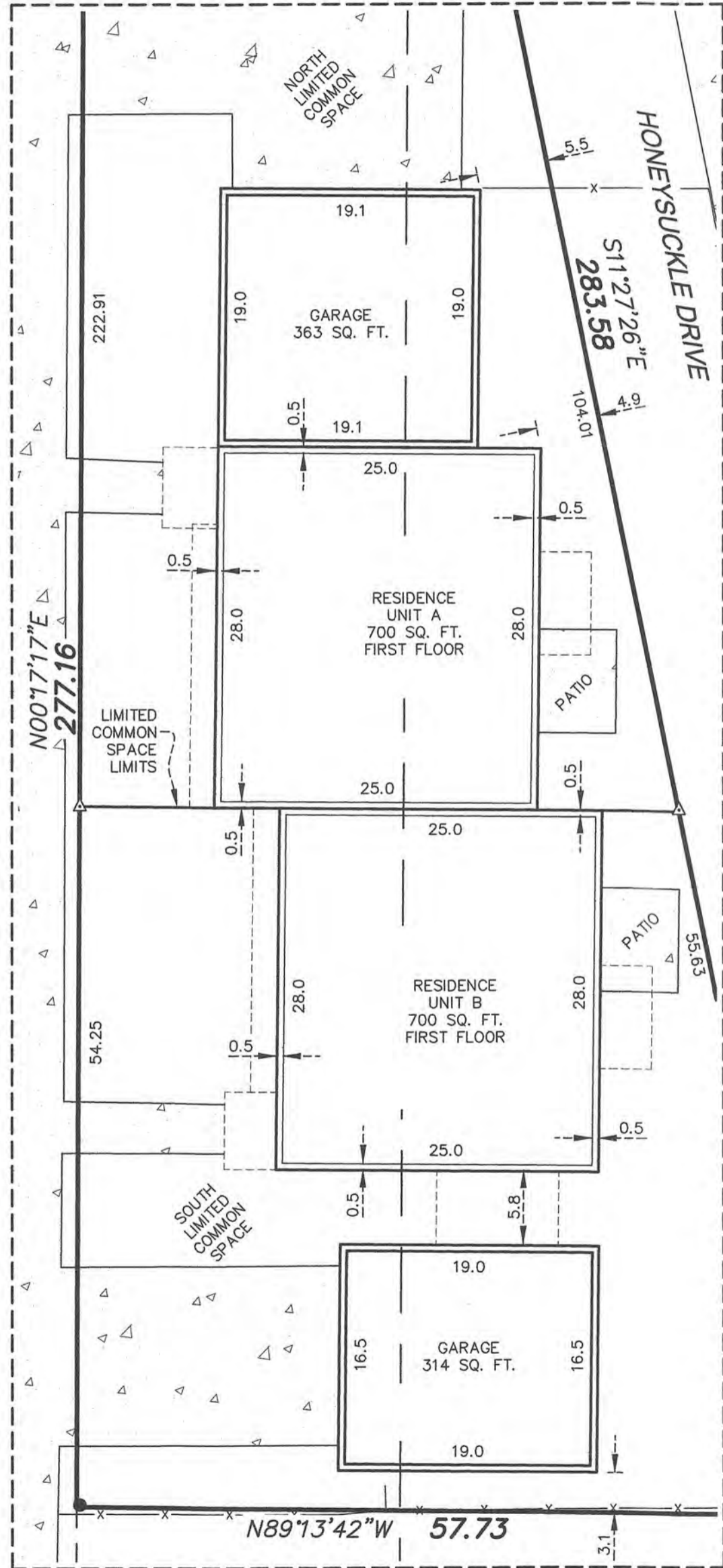


7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

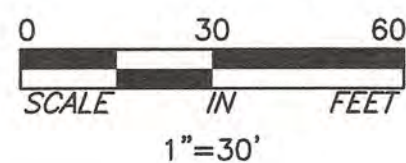
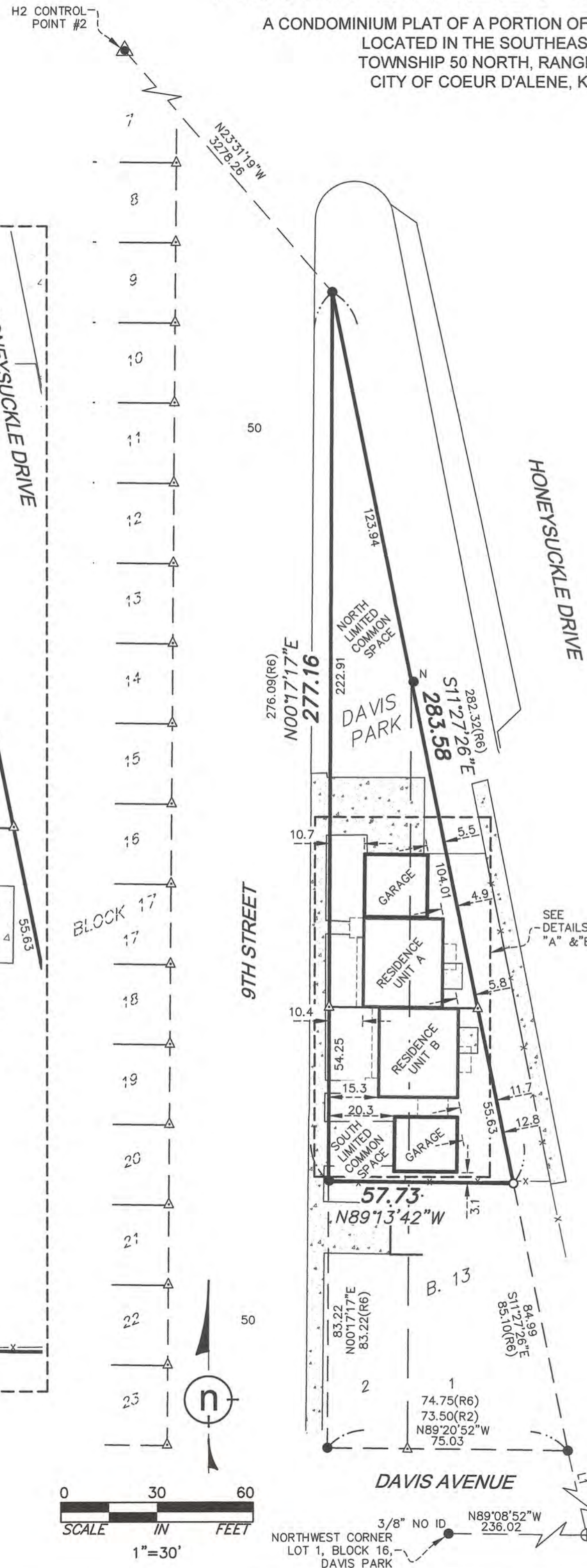
NINTH STREET CONDOMINIUMS

A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2, BLOCK 13, DAVIS PARK, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

AREA	AREA (SQ. FT.)
NORTH LIMITED COMMON SPACE	4,070
SOUTH LIMITED COMMON SPACE	1,778
3206 FIRST FLOOR	700
3206 SECOND FLOOR	744
3206 GARAGE	350
3208 FIRST FLOOR	700
3208 SECOND FLOOR	744
3208 GARAGE	402

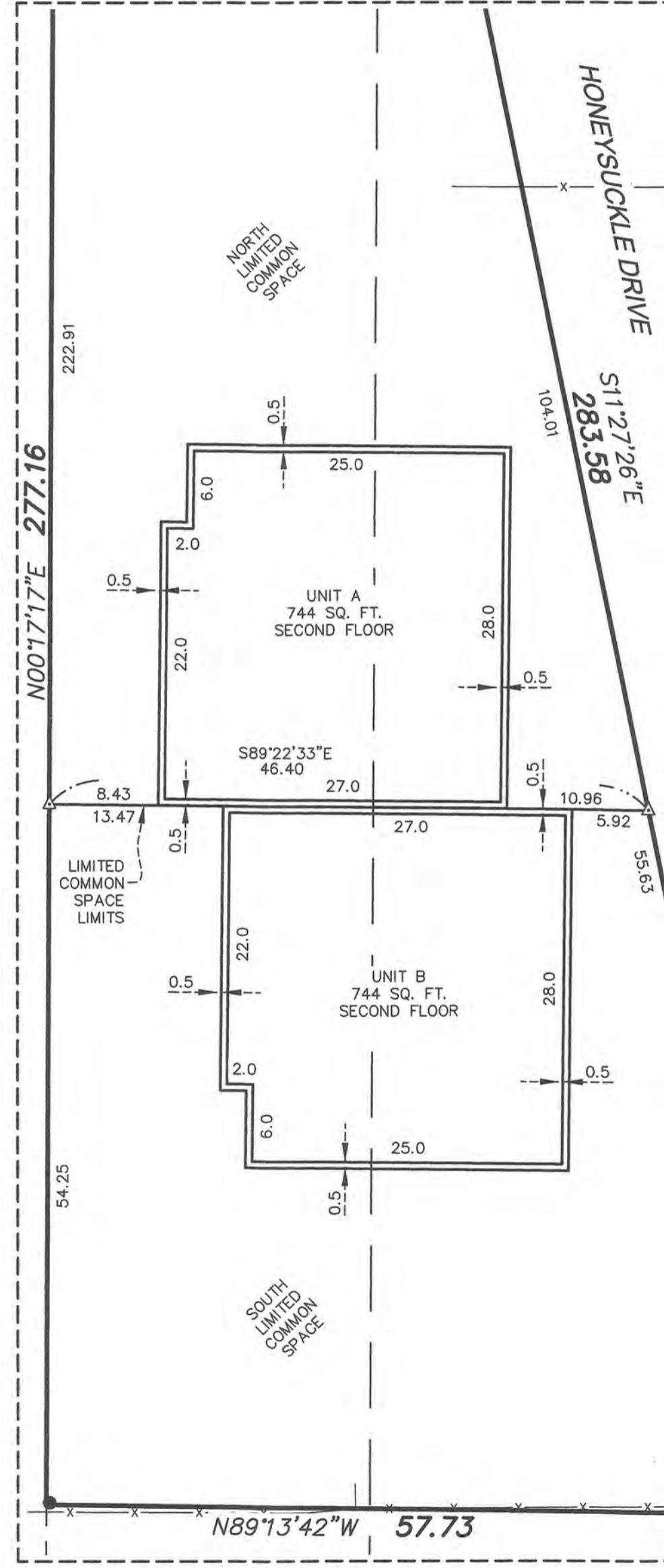


**FIRST FLOOR
DETAIL "A"**
SCALE = 1:10



BASIS OF BEARINGS

THE WEST LINE OF BLOCK 13, DAVIS PARK, BEARS NORTH 00°16'41" EAST, BETWEEN FOUND MONUMENT, SEE NOTE #2.

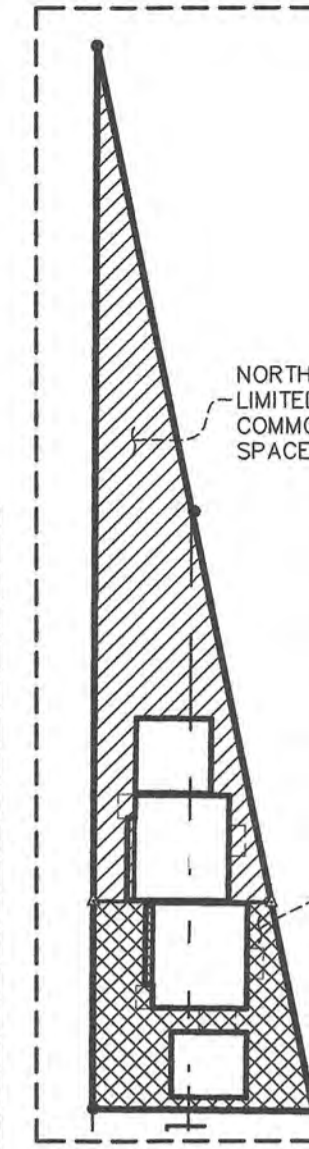


**SECOND FLOOR
DETAIL "B"**
SCALE = 1:10

BOOK _____, PAGE _____
INSTRUMENT # _____

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 12°39'02" E	50.66



DETAIL "C"
SCALE = 1:50

LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- ⊕ = FOUND 1" IRON PIPE
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4194" (UNLESS OTHERWISE NOTED)
- = FOUND 5/8" REBAR WITHOUT IDENTIFICATION
- = SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"
- ▲ = SET MAG NAIL
- = BOUNDARY LINE
- - - = ADJACENT PROPERTY LINE
- - - - - = RIGHT-OF-WAY LINE
- x x x x x = FENCE LINE
- [Pattern] = CONCRETE

SURVEYOR'S NARRATIVE

- THE PURPOSE OF THIS CONDOMINIUM PLAT IS TO MONUMENT THE LOCATION OF THE UNITS SHOWN HEREON.
- THE COORDINATES FOR THIS PROJECT WERE TRANSLATED TO THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103 ID W), NAD 83(2011) (EPOCH: 2010.0000) AND THE VERTICAL DATUM USED ON THIS PROJECT IS NAVD88 (COMPUTED USING GEOID18). THE STATIC GNSS OBSERVATIONS WERE COLLECTED ON H2 SURVEYING CONTROL POINT 2 (N: 2206827.60, E: 2371357.76, Z: 2238.76, US SURVEY FEET, SET MAG NAIL). THESE OBSERVATIONS WERE PROCESSED THROUGH THE NGS OPUS SOFTWARE.
- ALL BEARINGS SHOWN HEREON ARE STATE PLANE BEARINGS AND ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES (US SURVEY FEET), WITH A GROUND TO GRID COMBINED SCALE FACTOR OF 0.99990237, AND THE CONVERGENCE ANGLE USED WAS -0.76133889 PER THE OPUS SOLUTION. ALL INFORMATION WAS APPLIED AT SAID CONTROL POINT 2.
- THE FIELDWORK FOR THIS PROJECT WAS STARTED ON AUGUST 1, 2025.
- SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS, UNLESS NOTED.

RECORD INFORMATION

- R1 - G.L.O. PLAT OF TOWNSHIP 50 NORTH, RANGE 4 WEST, DATED JULY 23, 1881.
- R2 - DAVID PARK, BOOK "C", PAGE 74, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - RECORD OF SURVEY, BOOK 10, PAGE 111, INSTRUMENT #1231023, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - RECORD OF SURVEY, BOOK 11, PAGE 246, INSTRUMENT #1278184, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - RECORD OF SURVEY, BOOK 12, PAGE 4, INSTRUMENT #1285387, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R6 - RECORD OF SURVEY, BOOK 18, PAGE 221, INSTRUMENT #14516051, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D1 - WARRANTY DEED, INSTRUMENT #2794509000, RECORDS OF KOOTENAI COUNTY, IDAHO.



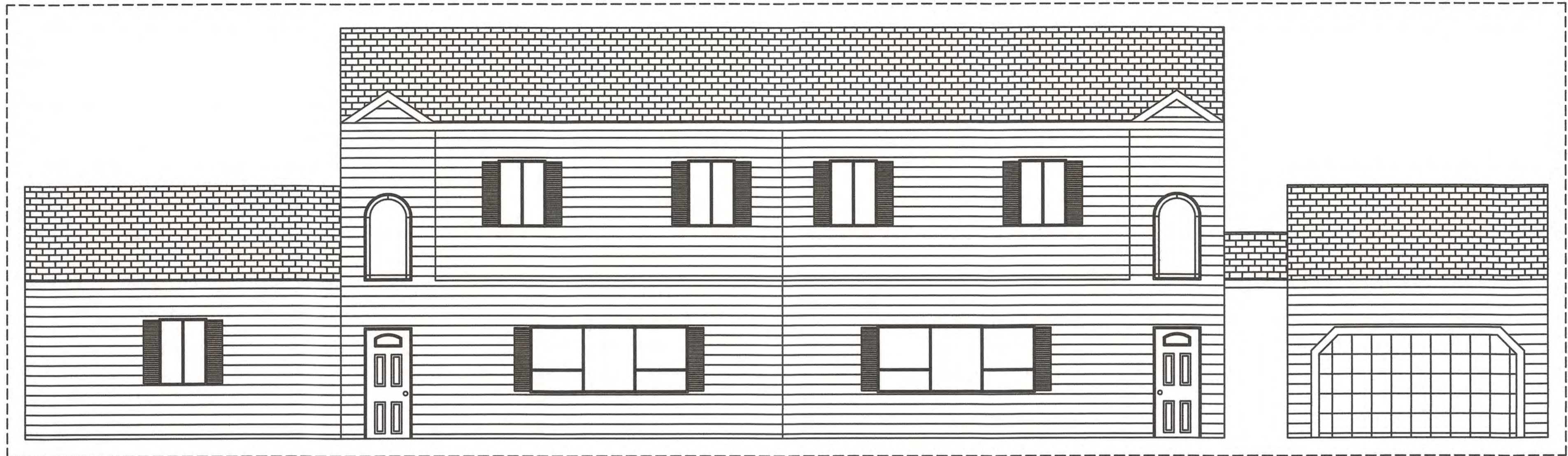
7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEYING.COM

DATE: MARCH, 2026
PROJECT NUMBER: 2025-236

NINTH STREET CONDOMINIUMS

A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2, BLOCK 13, DAVIS PARK,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____



FRONT ELEVATION

SCALE = 1:5



REAR ELEVATION

SCALE = 1:5



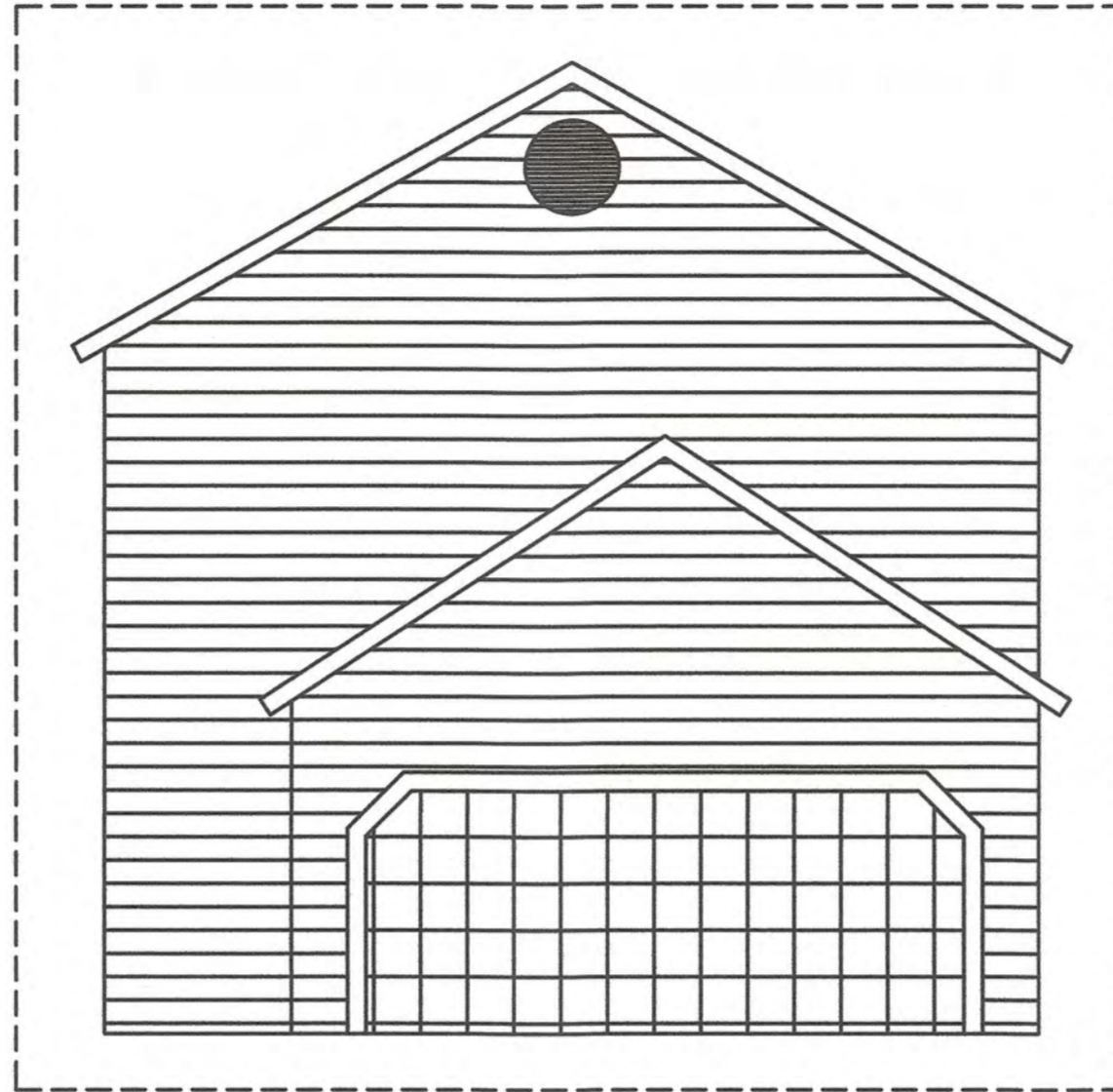
7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: FEBRUARY, 2026
PROJECT NUMBER: 2025-236

NINTH STREET CONDOMINIUMS

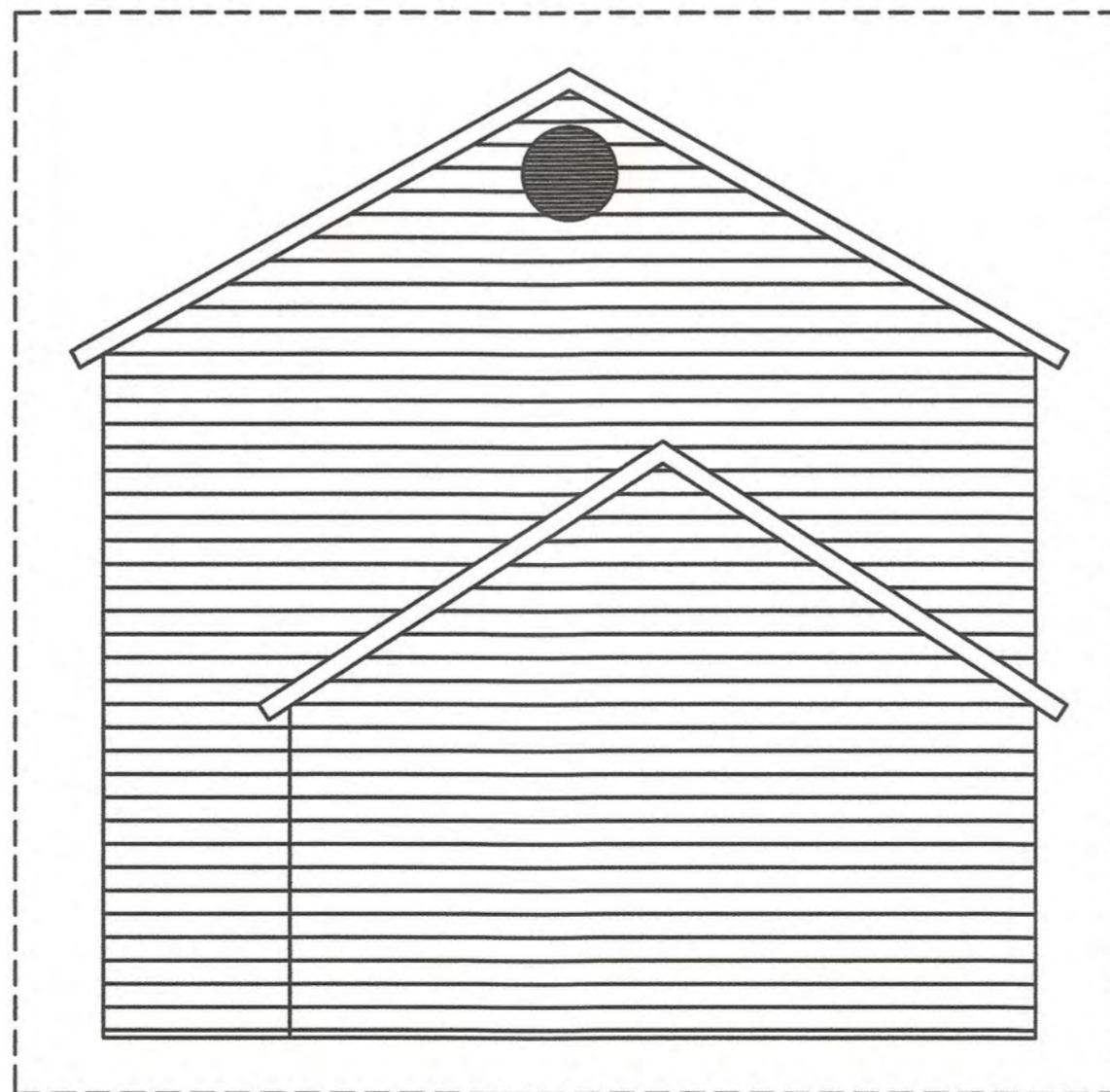
A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2, BLOCK 13, DAVIS PARK,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____



SIDE ELEVATION

SCALE = 1:5



SIDE ELEVATION

SCALE = 1:5



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WWW.H2SURVEY.COM

DATE: MARCH, 2026
PROJECT NUMBER: 2025-236

**CITY COUNCIL
STAFF REPORT**

DATE: April 7, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Mahogany Lane: Acceptance of Improvements

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements for Mahogany Lane.

HISTORY

- a. Applicant: Robert A. Bloem, Manager
Bear Waterfront, LLC
2936 W. Dakota Avenue
Hayden, ID 83835
- b. Location: 2252 W. Bellerive Lane.
- c. Previous Action:
 1. Final Plat Approval, Mahogany Lane – June 20, 2023.

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

The developer has installed all required 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 development, and Certificate of Occupancy issuance upon completion.

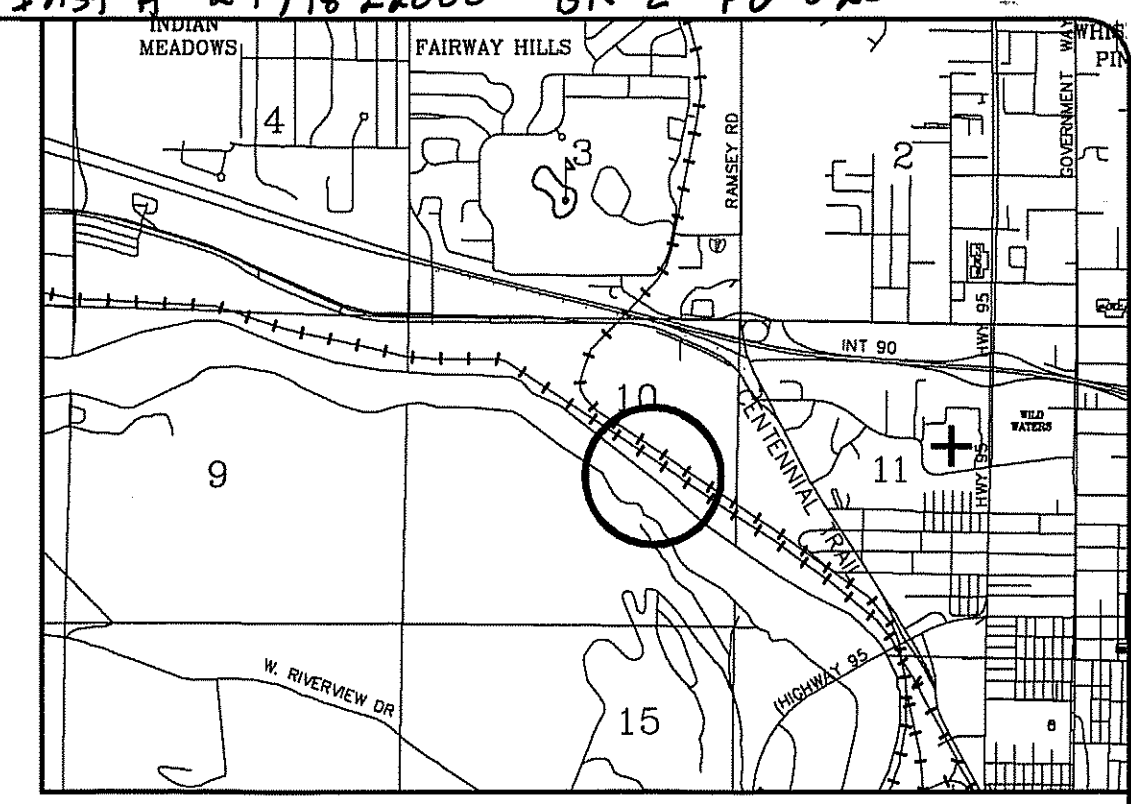
DECISION POINT RECOMMENDATION

1. Accept the installed public infrastructure improvements.

MAHOGANY LANE

A PLANNED UNIT DEVELOPMENT

BEING A REPLAT OF BLOCK 39, VACATED RIGHT-OF-WAY AND A PORTION OF VACATED PARK, RIVERSIDE PARK ADDITION AND A PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION. SITUATE IN THE NE 1/4 AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP
NO SCALE

OWNER'S CERTIFICATE

BE IT KNOWN BY THESE PRESENT THAT RIVERSIDE STATE PARK L1, LLC, AN IDAHO LIMITED LIABILITY COMPANY, ROBERT A. BLOEM & AMY D. BLOEM, HUSBAND & WIFE, BEAR WATERFRONT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, RIVER ESTATES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, CHAD K. WHEELER & KAREN L. WHEELER, HUSBAND & WIFE, ATLAS MILL DEVELOPMENT CORP., A WASHINGTON CORPORATION, DOES HEREBY CERTIFY THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS "MAHOGANY LANE", A PLANNED UNIT DEVELOPMENT BEING A REPLAT OF BLOCK 39, VACATED PORTION OF RIGHT-OF-WAY AND VACATED PARK, RIVERSIDE PARK ADDITION AS RECORDED IN BOOK '9' OF PLATS AT PAGE 138, KOOTENAI COUNTY RECORDS AND A PORTION OF OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION, AS RECORDED IN BOOK '1' OF PLATS AT PAGE 519, KOOTENAI COUNTY RECORDS. SITUATE IN A PORTION OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION BEARS NORTH 01°01'05" EAST, 2653.51 FEET. THENCE, SOUTH 66°18'34" WEST, 470.86 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 1, ATLAS WATERFRONT FIRST ADDITION AND THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE ALONG SAID SOUTH LINE, NORTH 57°57'35" WEST, 913.87 FEET TO THE NORTHERLY MOST CORNER OF TRACT B OF BELLERIVE AS RECORDED IN BOOK '3' OF PLAT AT PAGE 311 AND MARKED BY A 5/8" REBAR & CAP *PLS 5573*;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID BELLERIVE, SOUTH 32°01'36" WEST, 147.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID BELLERIVE AS MARKED BY A 5/8" REBAR & CAP *PLS 8575* AND BEING A POINT ON THE NORTHERLY ORDINARY HIGH WATER LINE OF THE SPOKANE RIVER;

THENCE ALONG SAID NORTHERLY ORDINARY HIGH WATER LINE AS FOLLOWS:

- NORTH 54°05'45" WEST, 45.10 FEET;
- NORTH 25°31'13" WEST, 24.08 FEET;
- NORTH 53°02'00" WEST, 29.80 FEET;
- NORTH 56°25'21" WEST, 46.61 FEET;
- NORTH 53°27'14" WEST, 53.56 FEET;
- NORTH 62°47'49" WEST, 50.18 FEET;
- NORTH 67°24'38" WEST, 50.68 FEET;
- NORTH 79°51'26" WEST, 15.24 FEET;
- NORTH 53°41'55" WEST, 35.96 FEET;
- NORTH 52°40'58" WEST, 50.21 FEET;
- NORTH 52°57'13" WEST, 100.39 FEET;
- NORTH 52°28'33" WEST, 49.91 FEET;

NORTH 52°05'58" WEST, 25.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE VACATED RIGHT-OF-WAY ADJOINING THE WEST BOUNDARY OF SAID BLOCK 39;

THENCE LEAVING SAID ORDINARY HIGH WATER LINE, NORTH 32°01'36" EAST, 118.56 FEET TO A 5/8" REBAR & CAP *PLS 12318* MARKING AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID TRACT 1;

- THENCE, SOUTH 57°59'00" EAST, 112.15 FEET;
- THENCE, NORTH 32°01'00" EAST, 59.57 FEET;
- THENCE, SOUTH 58°00'52" EAST, 457.76 FEET;
- THENCE, SOUTH 57°58'12" EAST, 908.37 FEET;
- THENCE, SOUTH 26°41'41" WEST, 60.24 FEET RETURNING TO THE POINT-OF-BEGINNING.

TOGETHER WITH ANY RIGHTS TO THE LOW WATER MARK OF THE SPOKANE RIVER AND RIPARIAN RIGHTS THERETO. CONTAINING 3.602 ACRES OR 156,908 SQUARE FEET, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

THE OWNERS HERE BY DEDICATE THE EAST 2.0 FEET OF THE ABOVE DESCRIBED PROPERTY AS RIGHT-OF-WAY FOR DEEBE BLVD. TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY GRANT A BLANKET PEDESTRIAN EASEMENT OVER TRACT A OF THIS PLAT TO THE PUBLIC TO ALLOW ACCESS TO AND FROM THE NORTH IDAHO CENTENNIAL TRAIL.

THE OWNERS HEREBY GRANT MULTIPLE STORMWATER EASEMENTS FOR THE BENEFIT OF THE PLATTED LOTS OF THIS PLAT AS DEPICTED ON PAGE 2.

THE OWNERS HEREBY GRANT A WATER MAIN AND APPURTENANCES EASEMENT TO THE CITY OF COEUR D'ALENE AS DEPICTED ON PAGE 2 OF THIS PLAT. TOGETHER WITH THE RIGHTS OF INGRESS/EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE THEREOF.

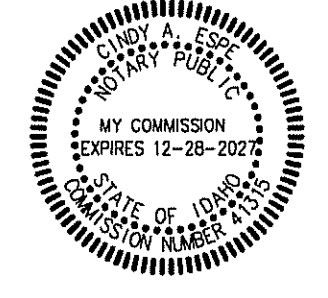
DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

[Signature]
ROBERT A. BLOEM

[Signature]
AMY D. BLOEM

NOTARY PUBLIC CERTIFICATE

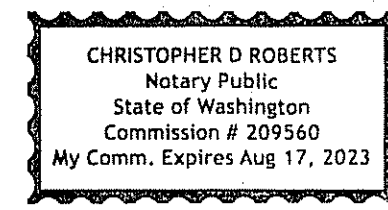
STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI }
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 2 DAY OF March, 2023,
BY ROBERT A. BLOEM & AMY D. BLOEM, HUSBAND & WIFE.
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-27



[Signature]
LANZCE G. DOUGLASS, PRESIDENT
ATLAS MILL DEVELOPMENT CORP.

NOTARY PUBLIC CERTIFICATE

STATE OF WASHINGTON } 5.5.
COUNTY OF SPOKANE }
ON THIS 1st DAY OF June, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED LANZCE G. DOUGLASS TO ME KNOWN TO BE THE PRESIDENT OF ATLAS MILL DEVELOPMENT CORP., THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE THE INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE INSTRUMENT.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 1st DAY OF June, 2023.



[Signature]
CHRISTOPHER D. ROBERTS
NOTARY PUBLIC FOR THE STATE OF WASHINGTON
RESIDING AT: SPOKANE, WA
MY COMMISSION EXPIRES: 8/17/23

[Signature]
ROBERT A. BLOEM, MANAGER, BEAR WATERFRONT, LLC
MANAGER, RIVERSIDE STATE PARK L1, LLC

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI }
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 2 DAY OF March, 2023,
BY ROBERT A. BLOEM, MANAGER OF BEAR WATERFRONT, LLC & MANAGER OF RIVERSIDE STATE PARK L1, LLC.
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-27



CITY COUNCIL APPROVAL

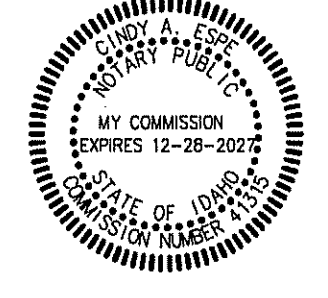
THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.
THIS 20th DAY OF June, 2023.
[Signature]
COEUR D'ALENE CITY CLERK

[Signature]
CHAD K. WHEELER

[Signature]
KAREN L. WHEELER

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI }
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 7 DAY OF March, 2023,
BY CHAD K. WHEELER & KAREN L. WHEELER, HUSBAND & WIFE.
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-2027



CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.
THIS 20th DAY OF June, 2023.
[Signature]
CITY OF COEUR D'ALENE, ENGINEER 10804

HEALTH DISTRICT APPROVAL

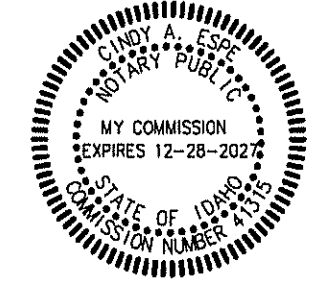
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.
THIS 8 DAY OF March, 2023.

[Signature]
FANNING HEALTH DISTRICT 1

[Signature]
CHAD MIRAGLIA, CEO, THRYVOS, INC.
AS MANAGER, RIVER ESTATES, LLC

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI }
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24 DAY OF February, 2023,
BY CHAD MIRAGLIA, CEO OF THRYVOS, INC. AS MANAGER OF RIVER ESTATES, LLC
NOTARY PUBLIC FOR THE STATE OF IDAHO
COMMISSION EXPIRES: 12-28-27



* Robert A Bloem + Amy D Bloem
Bear Waterfront
Riverside State Park
Chad K Wheeler + Karen L Wheeler
River Estates
Atlas Mill Development

COUNTY RECORDER

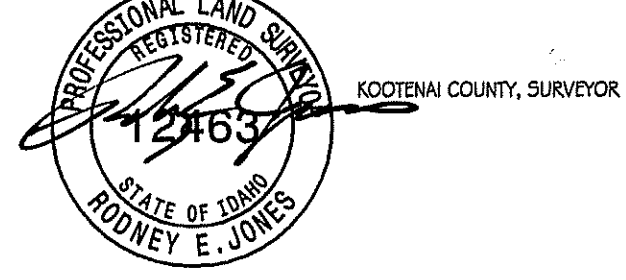
THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.
THIS 12 DAY OF July, 2023, AT 11:06 O'CLOCK A M.
AS INSTRUMENT NUMBER 2941822000 AND DULY RECORDED IN BOOK L OF PLATS AT PAGES 820, 820A.
KOOTENAI COUNTY RECORDER Clerk Jennifer Locke
BY: E. Neumann DEPUTY FEE: 11.00

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2022.
DATED THIS 7th DAY OF June, 2023. Taxes paid through Decem ber 31, 2022. Resigned this day of July 10, 2023.
[Signature]
KOOTENAI COUNTY TREASURER, Deputy Treasurer

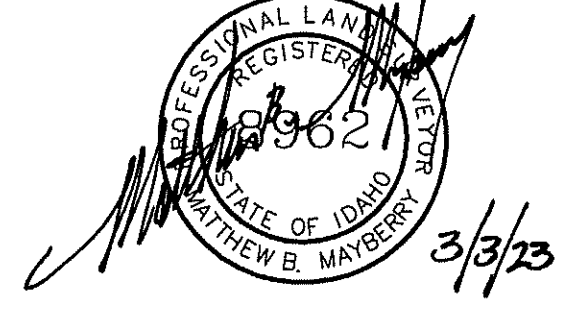
COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.
DATED THIS 11th DAY OF July, 2023.



SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, PLS 8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF JUNE 2020 TO PRESENT. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL EXTERIOR MONUMENTS HAVE BEEN SET AND ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE CALENDAR YEAR AS DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



ATS INC. ADVANCED TECHNOLOGY SURVEYING & ENGINEERING

P.O. BOX 3457, HAYDEN, IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: NA
CHECKED BY: MBM
DATE: 02-14-2023
DRAWN BY: MBM
DATE: 05-25-2022
DWG: FP_PLAT
PROJ: 20-099

MAHOGANY LANE

A PLANNED UNIT DEVELOPMENT

BEING A REPLAT OF BLOCK 39, VACATED RIGHT-OF-WAY AND A PORTION OF VACATED PARK, RIVERSIDE PARK ADDITION AND A PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION.

SITUATE IN THE NE 1/4 AND GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2

BOOK L PAGE 820 A
INST NO. 2941822000

REFERENCES

- R1) RIVERSIDE PARK ADDITION BY W.H. CUMMINGS, PLS. RECORDED JUNE 1907 IN BOOK 'B' OF PLATS AT PAGE 136.
- R2) SURVEY BY GARY A. FRAME, PLS 1817. RECORDED FEBRUARY 1983 IN BOOK 03 OF SURVEYS AT PAGE 323.
- R3) SURVEY BY DOUGLAS W. BLACK, PLS 5573. RECORDED JUNE 1993 IN BOOK 13 OF SURVEYS AT PAGE 068.
- R4) BELLERIVE BY RONALD M. HOFGE, PLS 8575. RECORDED APRIL 2006 IN BOOK 'J' OF PLATS AT PAGE 311.
- R5) SURVEY BY JON A. GORDON, PLS 13911. RECORDED JULY 2016 IN BOOK 29 OF SURVEYS AT PAGE 178.
- R6) ATLAS WATERFRONT BY MICHAEL L. HATHAWAY, PLS 12318. RECORDED DECEMBER 2018 IN BOOK 'L' OF PLATS AT PAGE 291.
- R7) ATLAS WATERFRONT FIRST ADDITION BY MICHAEL L. HATHAWAY, PLS 12318. RECORDED OCTOBER 2020 IN BOOK 'L' OF PLATS AT PAGE 519.
- R8) ATLAS WATERFRONT SECOND ADDITION BY MICHAEL L. HATHAWAY, PLS 12318. RECORDED APRIL 2022 IN BOOK 'L' OF PLATS AT PAGE 708.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, BETWEEN FOUND MONUMENTS, TAKEN TO BEAR NORTH 01°01'05" EAST AND IS IDENTICAL TO THAT OF TILFORD PLACE, BOOK 'L' OF PLATS AT PAGE 236.

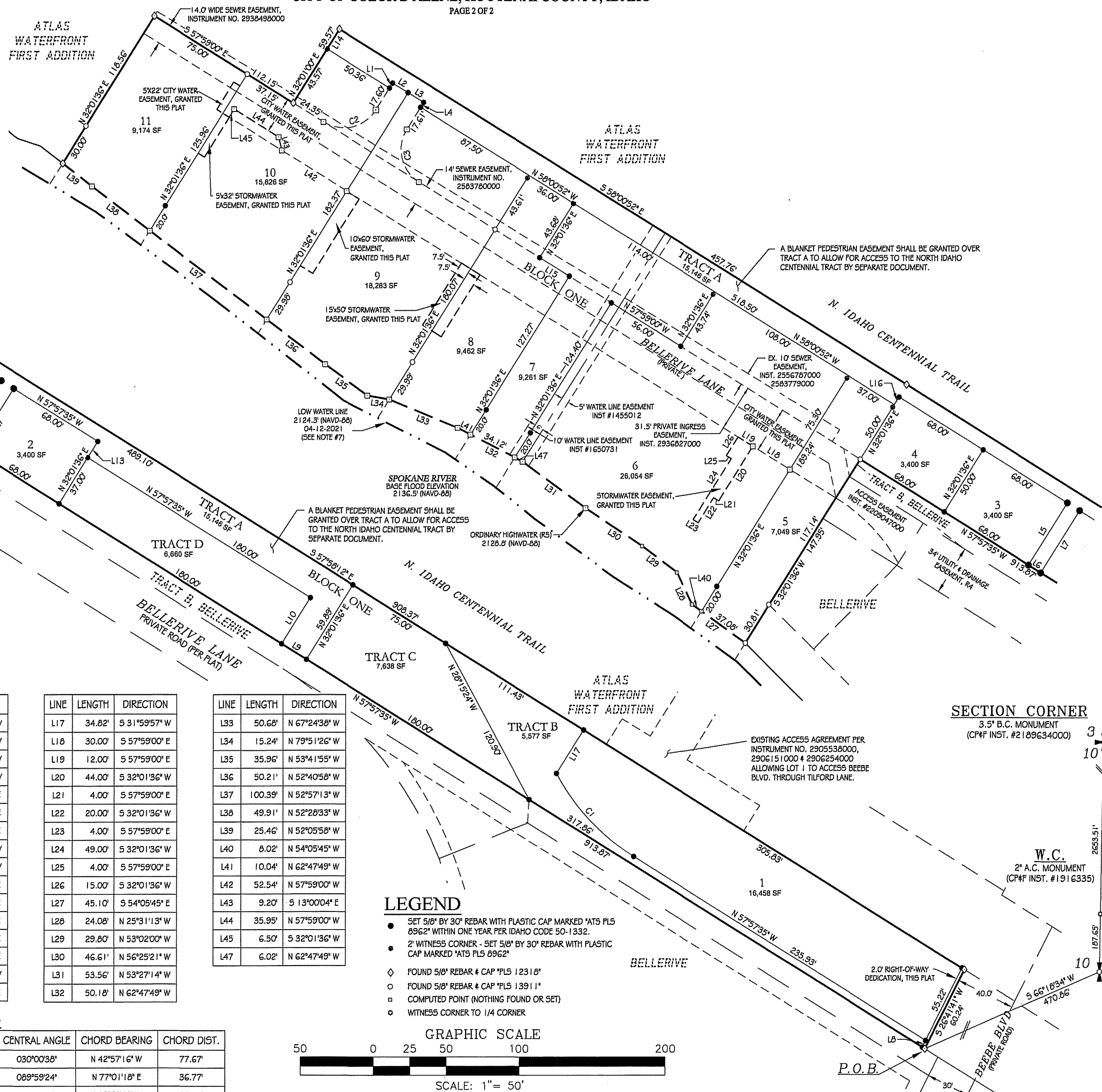
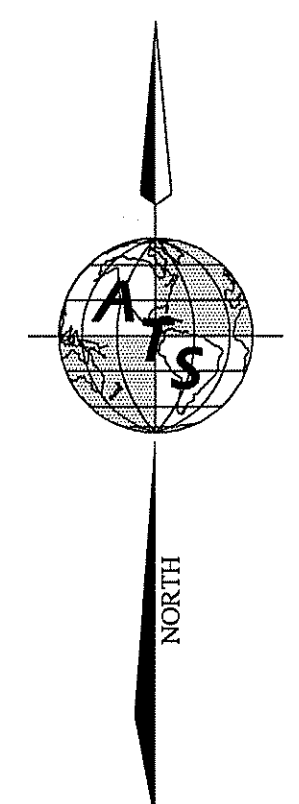
SURVEYOR'S NARRATIVE/NOTES

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY FIRST AMERICAN TITLE INSURANCE, CO. ORDER # 1039412-C, #1039409-C, #1039407-C, #1039406-C, #1039402-C, #1039395-C & #1042302-C. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
2. ANY GRANTING OF PERPETUAL EASEMENTS DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. THIS SURVEY WAS PERFORMED BY ACCEPTED GPS DATA COLLECTION PRACTICES USING A TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R121 RTK ROVER UNIT.
4. THIS SURVEY WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION.
5. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCELS ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE FOR P.U.D. SUBDIVISIONS.
6. PLAT BOUNDARY WAS ESTABLISHED BY HOLDING FOUND MONUMENTS FOR BLOCK 39 PER (R5) TOGETHER WITH A DEED DESCRIPTION FOR THAT PORTION OF TRACT 1, ATLAS WATERFRONT FIRST ADDITION.
7. THE ORIGINAL BLOCK 39 OF RIVERSIDE PARK ADDITION IS IN AN AREA THAT WAS ORIGINALLY DEEDED TO LOW WATER MARK OF THE SPOKANE RIVER. AREA CALCULATIONS FOR THE LOTS WITHIN THIS PLAT ARE TO THE ORDINARY HIGH WATER MARK OF SAID SPOKANE RIVER.
8. LOTS 1-10, TRACTS A, B, & D SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MAHOGANY LANE, RECORDED AS INSTRUMENT NUMBER 2941821000 KOOTENAI COUNTY RECORDS.
9. TRACT 5 THROUGH 11 OF THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERSIDE PARK ADDITION, PER INSTRUMENT NUMBER 2583782000 AND THE FIRST AMENDMENT THERETO, PER INSTRUMENT NUMBER 2756591000 KOOTENAI COUNTY RECORDS.

3.5' B.C. MONUMENT (CP&F INST. #2189634000)
2° A.C. MONUMENT (CP&F INST. #1916335)
W.C. 2° A.C. MONUMENT (CP&F INST. #1916335)
NORTH 01°01'05" EAST 2841.16'
2633.51'
187.65'
11

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING
INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 • FAX (208)-762-7731

SCALE: 1"=50'
CHECKED BY: MM
DATE: 06-06-2023
DRAWN BY: MBM
DATE: 04-20-2022
DWG: FP-PLAT
PROJ: 20-099



LINE TABLE

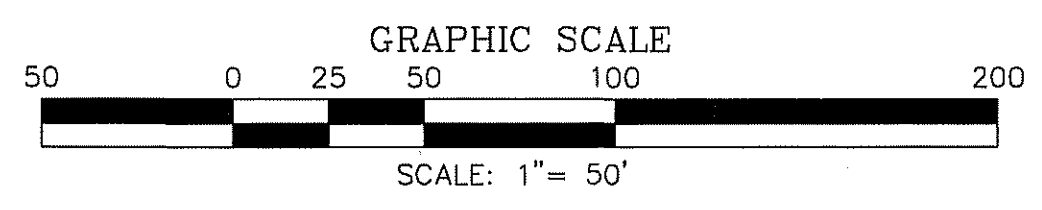
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	4.00'	S 32°01'36" W	L17	34.82'	S 31°59'57" W	L33	50.68'	N 67°24'38" W
L2	12.50'	N 58°00'52" W	L18	30.00'	S 57°59'00" E	L34	15.24'	N 79°51'26" W
L3	12.50'	N 58°00'52" W	L19	12.00'	S 57°59'00" E	L35	35.96'	N 53°41'55" W
L4	4.00'	S 32°01'36" W	L20	44.00'	S 32°01'36" E	L36	50.21'	N 52°40'58" W
L5	50.00'	N 32°01'36" E	L21	4.00'	S 57°59'00" E	L37	100.39'	N 52°57'13" W
L6	10.00'	S 57°57'35" E	L22	20.00'	S 32°01'36" W	L38	49.91'	N 52°28'33" W
L7	50.00'	N 32°01'36" E	L23	4.00'	S 57°59'00" E	L39	25.46'	N 52°05'58" W
L8	5.02'	S 26°41'14" W	L24	49.00'	S 32°01'36" W	L40	8.02'	N 54°05'45" W
L9	20.00'	N 57°57'35" W	L25	4.00'	S 57°59'00" E	L41	10.04'	N 62°47'49" W
L10	37.00'	N 32°01'36" E	L26	15.00'	S 32°01'36" W	L42	52.54'	N 57°59'00" W
L11	0.08'	N 32°01'36" E	L27	45.10'	S 54°05'45" E	L43	9.20'	S 13°00'04" E
L12	0.08'	N 32°01'36" E	L28	24.08'	N 25°31'13" W	L44	35.95'	N 57°59'00" W
L13	13.00'	N 32°01'36" E	L29	29.80'	N 53°02'00" W	L45	6.50'	S 32°01'36" W
L14	16.00'	N 32°01'00" E	L30	46.61'	N 56°25'21" W	L46	6.02'	N 62°47'49" W
L15	24.00'	N 57°59'00" W	L31	53.56'	N 53°27'14" W	L47		
L16	6.18'	N 32°01'36" E	L32	50.18'	N 62°47'49" W			

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C1	78.57'	150.00'	030°00'38"	N 42°57'16" W	77.67'
C2	40.84'	26.00'	089°59'24"	N 77°01'18" E	36.77'
C3	40.85'	26.00'	090°00'36"	N 12°58'42" W	36.77'

LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED 'ATS PLS 8962' WITHIN ONE YEAR PER IDAHO CODE 50-1332.
- 2" WITNESS CORNER - SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED 'ATS PLS 8962'
- ◇ FOUND 5/8" REBAR & CAP 'PLS 12318'
- FOUND 5/8" REBAR & CAP 'PLS 13911'
- COMPUTED POINT (NOTHING FOUND OR SET)
- WITNESS CORNER TO 1/4 CORNER



CITY COUNCIL STAFF REPORT

DATE: April 7, 2026
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-26-02, Villad's 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: Drew Dittman, PE
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: 1709 E. Nettleton Gulch Rd (North of Nettleton Gulch Rd between 17th & 19th St.)
- c. Previous Action:
 1. Preliminary plat approval, March 17, 2026

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of the West 115 feet of the south 174 feet of Tract 29, Fruitdale, 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

VILLAD'S PLACE

THE WEST 115 FEET OF THE SOUTH 174 FEET OF TRACT 29, FRUITDALE,
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: THAT NCO PARTNERS, LLC., AN IDAHO LIMITED LIABILITY COMPANY, IS THE RECORD OWNER OF THE REAL PROPERTY ON THIS CERTIFICATION AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED, TO BE KNOWN AS VILLAD'S PLACE.

BEING THE WEST 115 FEET OF THE SOUTH 174 FEET OF TRACT 29, FRUITDALE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 29, FRUITDALE, AS RECORDED IN BOOK "B" OF PLATS, AT PAGE 134, INSTRUMENT #27797, RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE NORTHWEST CORNER OF SAID TRACT 29 BEARS NORTH 00°21'48" EAST, A DISTANCE OF 324.00 FEET;

THENCE NORTH 00°21'48" EAST ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 174.00 FEET;

THENCE SOUTH 89°15'27" EAST LEAVING SAID WEST LINE OF TRACT 29, A DISTANCE OF 115.13 FEET;

THENCE SOUTH 00°24'24" WEST, A DISTANCE OF 174.00 FEET TO THE SOUTH LINE OF SAID TRACT 29;

THENCE NORTH 89°15'27" WEST ALONG SAID SOUTH LINE OF TRACT 29, A DISTANCE OF 115.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 29 AND THE POINT OF BEGINNING;

CONTAINING 20,021 SQUARE FEET OR 0.460 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO:

EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON SAID ABOVE DESCRIBED PARCEL.

RIGHT-OF-WAY EASEMENT FOR WASHINGTON WATER POWER COMPANY, PER BOOK 159 OF DEEDS, AT PAGES 271-272, INSTRUMENT #298848, RECORDS OF KOOTENAI COUNTY, IDAHO.

DEDICATING:

A VARIABLE WIDTH OF RIGHT-OF-WAY, FOR NETTLETON GULCH ROAD, TO THE PUBLIC, IN THE NAME OF THE CITY OF COEUR D'ALENE, AS SHOWN ON THE FACE OF THIS PLAT.

BE IT FURTHER KNOWN THAT:

WATER SERVICE ON LOTS 1 AND 2 WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE FOR LOTS 1 AND 2 WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

CHAD OAKLAND, MEMBER
NCO PARTNERS, LLC.

DATE _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME, _____

ON THE _____ DAY OF _____, 2026.

CHAD OAKLAND, MEMBER
NCO PARTNERS, LLC.

(SIGNATURE OF NOTARY PUBLIC)

RESIDING AT _____

MY COMMISSION EXPIRES ON _____

PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPLE) REPRESENTING THE CITY OF COEUR D'ALENE AND QPLE 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.

HEALTH DISTRICT SIGNATURE _____

DATE: _____

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORDING ON THIS

_____ DAY OF _____, 2026.

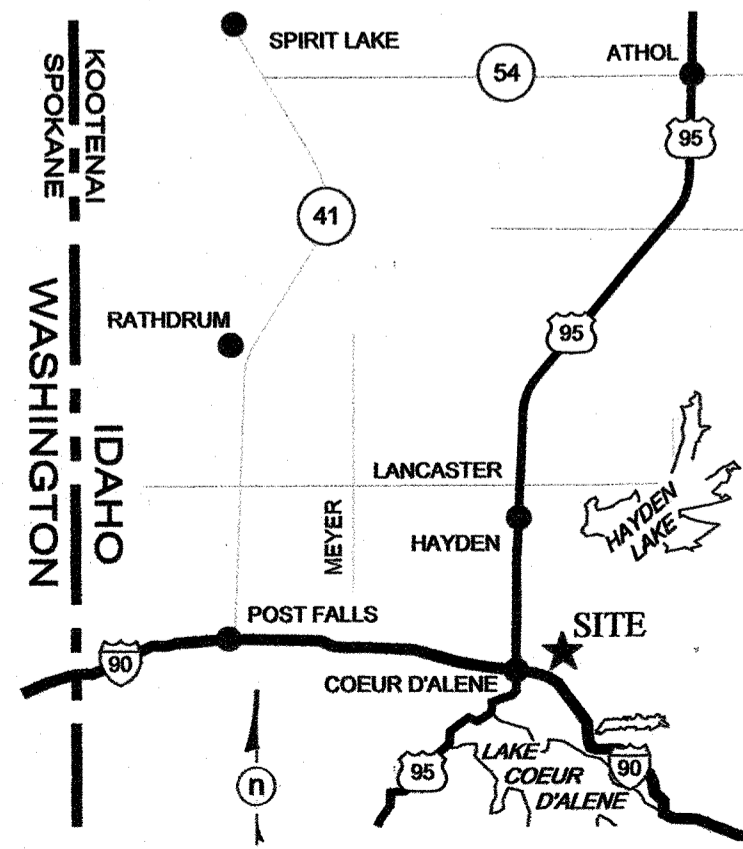
ATTEST: CITY CLERK _____

CITY ENGINEER APPROVAL

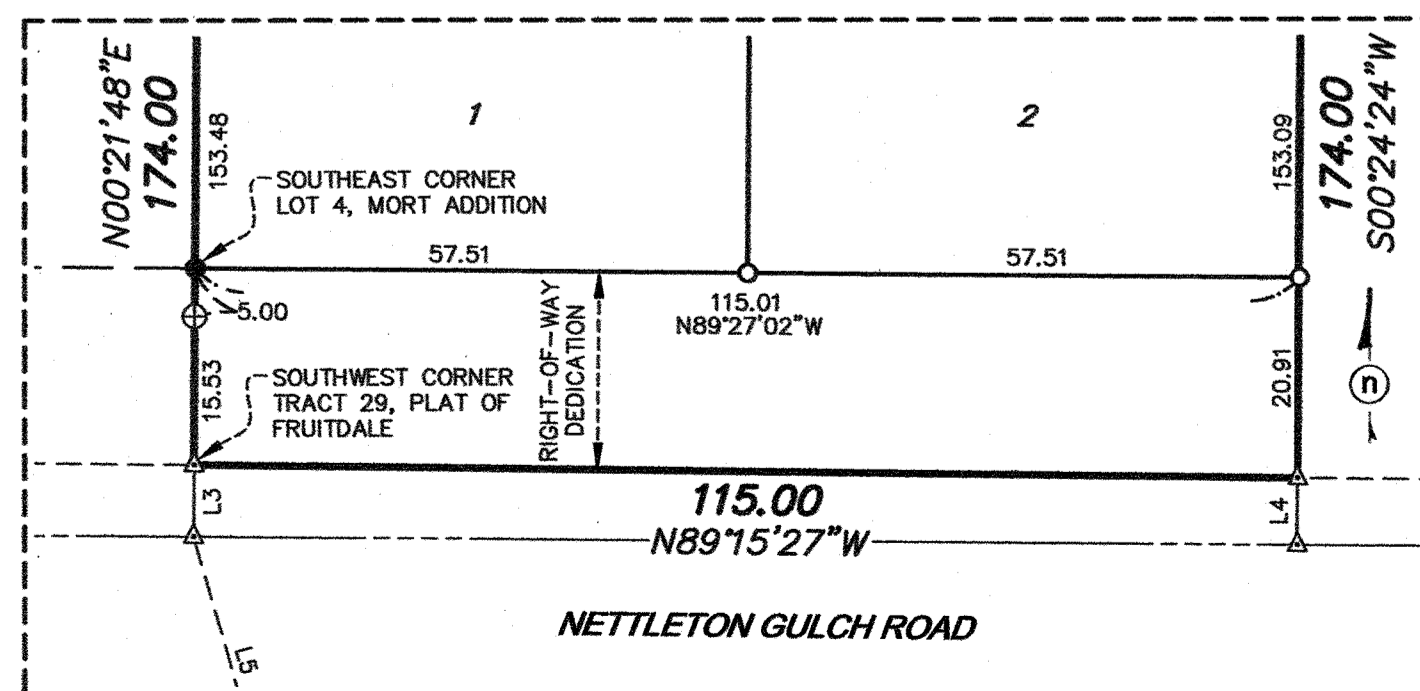
THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORDING ON THIS

_____ DAY OF _____, 2026.

ENGINEER, CITY OF COEUR D'ALENE



VICINITY MAP
NTS



DETAIL 'A'
SCALE = 1:20

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF NCO PARTNERS, LLC.

THIS _____ DAY OF _____, 2026, AT _____ M. AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGE(S) _____ AS INSTRUMENT

NUMBER _____

FEE: \$ _____

BY DEPUTY: _____

KOOTENAI COUNTY CLERK: JENNIFER LOCKE

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS

CERTIFICATE HAVE BEEN PAID THROUGH _____

THIS _____ DAY OF _____, 2026.

KOOTENAI COUNTY TREASURER _____

KOOTENAI COUNTY SURVEYOR

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

DATED THIS _____ DAY OF _____, 2026.



SURVEYOR'S CERTIFICATE

I, HUNTER M. HARTWIG, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT, AS DESCRIBED IN THE CERTIFICATE OF OWNERS CERTIFICATE AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND THE CORNER PERPETUATION AND FILING ACT.



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

DATE: MARCH, 2026
N2 PROJECT NUMBER: 2026-012
LCE PROJECT NUMBER: 26.004

7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

VILLAD'S PLACE

BOOK _____, PAGE _____
INSTRUMENT # _____

LOT AREAS

LOT	NET AREA (SQ.FT.)	NET AREA (ACRES)
LOT 1	8,825	0.203
LOT 2	8,814	0.202

THE WEST 115 FEET OF THE SOUTH 174 FEET OF TRACT 29, FRUITDALE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, BEARS NORTH 00°23'08" EAST, BETWEEN FOUND MONUMENTS (SEE NOTE 2).

RECORD INFORMATION

- R1 - G.L.O. PLAT OF TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, DATED MARCH 30, 1893.
- R2 - PLAT OF FRUITDALE, BOOK "B", PAGE 134, INSTRUMENT #27797, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - THOMAS PARK ADDITION, BOOK "B", PAGE 142, INSTRUMENT #30365, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - MOUNT VISTA ADDITION, BOOK "E", PAGE 107, INSTRUMENT #568513, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - SHANRACHELLE TERRACE, BOOK "E", PAGE 223, INSTRUMENT #711032, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R6 - WILLOW SUBDIVISION, BOOK "F", PAGE 5, INSTRUMENT #755348, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R7 - JANTZ ADDITION TO COEUR D'ALENE, BOOK "F", PAGE 141, INSTRUMENT #989026, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R8 - COREY ADDITION, BOOK "F", PAGE 177, INSTRUMENT #1649893, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R9 - HAUX I ADDITION, BOOK "G", PAGE 370, INSTRUMENT #1446988, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R10 - MORT ADDITION, BOOK "K", PAGE 315, INSTRUMENT #2297208000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R11 - RECORD OF SURVEY, BOOK 33, PAGE 63, INSTRUMENT #2995743000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R12 - RECORD OF SURVEY, BOOK 33, PAGE 192, INSTRUMENT #3008054000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D1 - WARRANTY DEED, INSTRUMENT #3028565000, RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PROJECT WAS TO SUBDIVIDE THE PARCEL SHOWN HEREON INTO LOTS THAT MEET THE CITY OF COEUR D'ALENE TITLE 17 ZONING REQUIREMENTS.
2. THE COORDINATES FOR THIS PROJECT WERE TRANSLATED TO THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103 ID W), NAD83 (2011) (EPOCH: 2010.0000) AND THE VERTICAL DATUM USED ON THIS PROJECT IS NGVD29 (ELEVATED PER COEUR D'ALENE BENCH RUN "J", POINT J-50, DATED AUGUST 10, 1999). THE STATIC GNSS OBSERVATIONS WERE COLLECTED ON H2 SURVEYING CONTROL POINT #2 (N: 2203016.49, E: 2374708.39, Z: 2213.48, US SURVEY FEET, 5/8" REBAR MARKED "H2 CONTROL"). THESE OBSERVATIONS WERE PROCESSED THROUGH THE NGS OPUS SOFTWARE.

ALL BEARINGS SHOWN HEREON ARE STATE PLANE BEARINGS AND ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES (US SURVEY FEET), WITH A GROUND TO GRID COMBINED SCALE FACTOR OF 0.99990123, AND THE CONVERGENCE ANGLE USED WAS -0.75099444 PER THE OPUS SOLUTION. ALL INFORMATION WAS APPLIED AT SAID CONTROL POINT 2.

3. THE FIELDWORK FOR THIS PROJECT WAS STARTED ON JANUARY 20, 2026.

4. SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS, UNLESS OTHERWISE NOTED.

5. TRACT 29, PLAT OF FRUITDALE AS SHOWN HEREON WAS COMPUTED BY THE FOLLOWING:

THE REBARS SET BY PLS 12463 WERE HELD AND ACCEPTED AS POINTS ON THE WEST LINE OF LOT 29, PLAT OF FRUITDALE.

THE NORTH LINE OF TRACT 29, PLAT OF FRUITDALE WAS ESTABLISHED BY HOLDING THE NORTHEAST CORNER OF MORT ADDITION AND SOUTHWEST CORNER OF LOT 1, BLOCK 2, SANRACHELLE TERRACE AND THEN OFFSETTING SAID LINE 50 FEET AS SHOWN ON R5 AND R10.

THE SOUTH LINE OF TRACT 29, PLAT OF FRUITDALE WAS ESTABLISHED BY OFFSETTING THE NORTH LINE THE PLATTED DISTANCE 324 FEET AS SHOWN ON R2.

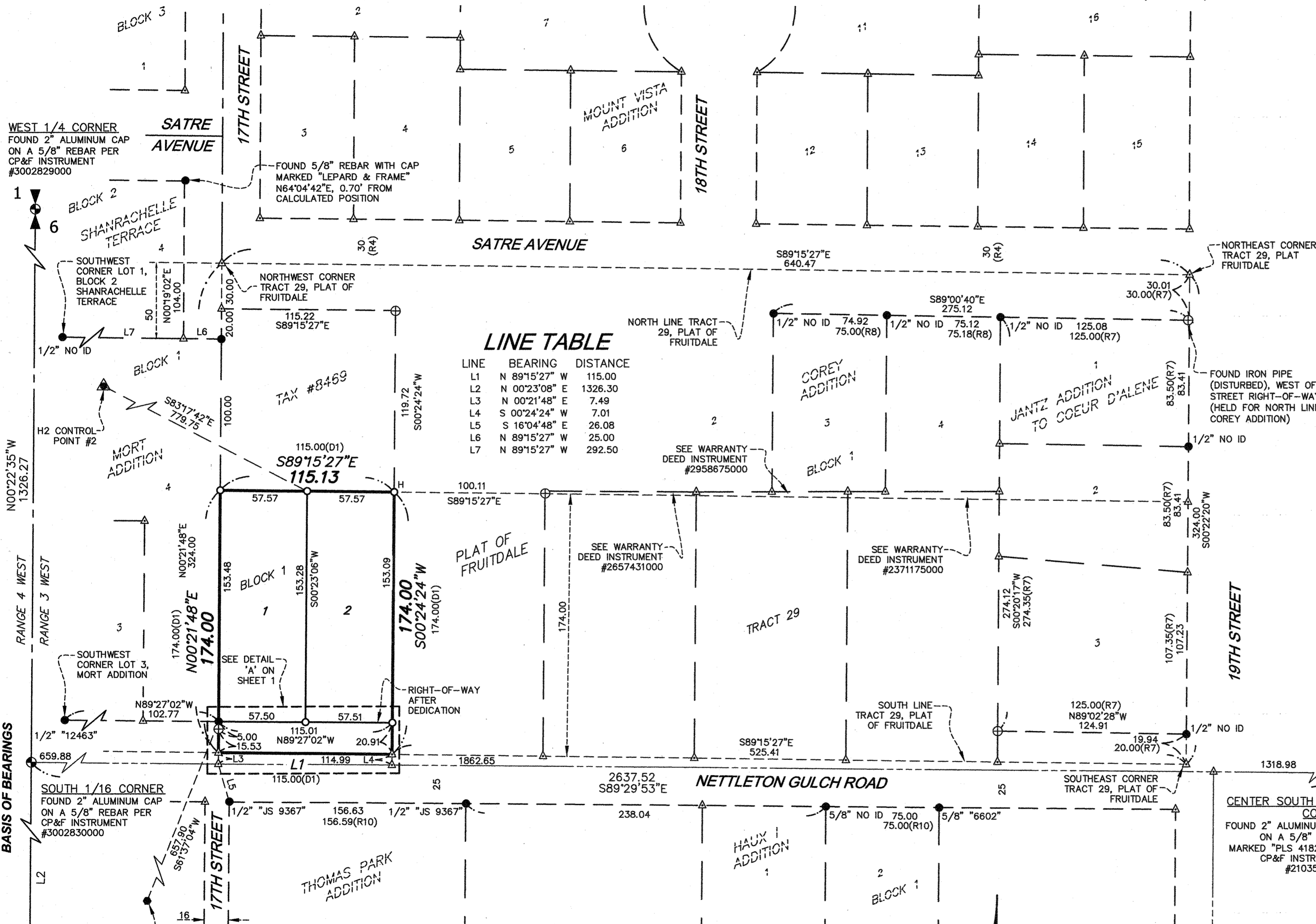
THE MONUMENTS FOUND PER R7 WERE HELD AND ACCEPTED AS POINTS ON THE EAST LINE OF TRACT 29, PLAT OF FRUITDALE.

6. THE BOUNDARY FOR THE PROPERTY SHOWN HEREON AND DESCRIBED IN (D1) WAS COMPUTED BY THE FOLLOWING:

THE EAST LINE WAS ESTABLISHED BY HOLDING THE 1/2" IRON PIPE AT THE NORTHEAST CORNER OF TAX PARCEL #8469 AND A POINT 115 FEET EAST OF THE SOUTHWEST CORNER AND ALONG THE SOUTH LINE OF SAID TRACT 29, PLAT OF FRUITDALE.

THE NORTH LINE WAS ESTABLISHED BY OFFSETTING THE SOUTH LINE OF TRACT 29, PLAT OF FRUITDALE 174 FEET TO THE NORTH.

THE SOUTH LINE WAS ESTABLISHED BY EXTENDING THE SOUTH LINE OF R10 TO THE EAST UNTIL IT INTERSECTED WITH SAID EAST LINE. THE APPROXIMATE RIGHT-OF-WAY DEDICATION TO THE CITY OF COEUR D'ALENE IS 21 FEET AS SHOWN HEREON.



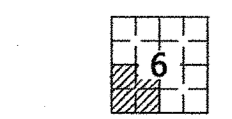
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°15'27" W	115.00
L2	N 00°23'08" E	1326.30
L3	N 00°21'48" E	7.49
L4	S 00°24'24" W	7.01
L5	S 16°04'48" E	26.08
L6	N 89°15'27" W	25.00
L7	N 89°15'27" W	292.50

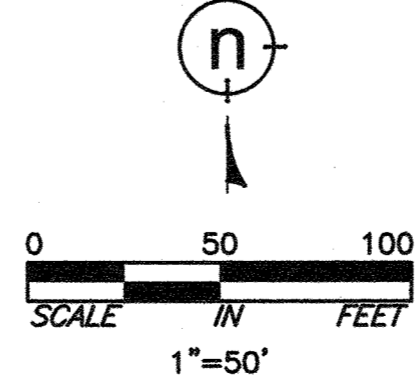
LEGEND

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- ⊙ = FOUND ALUMINUM CAP (AS NOTED)
- ⊕ = FOUND 1/2" IRON PIPE
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "JONES 12463" (UNLESS OTHERWISE NOTED)
- = FOUND CARRIAGE BOLT
- = SET 5/8"X30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 4371398"
- ⊙ = SET 1 1/4" COPPER DISC MARKED "H2 PLS 4371398"
- ▲ = SET 5/8"X30" REBAR WITH PLASTIC CAP MARKED "H2 CONTROL"
- = BOUNDARY LINE
- = LOT LINE
- = ADJACENT PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = CENTER LINE
- = SETBACK LINE
- = SECTION LINE
- = SIXTEENTH SECTION LINE

SOUTHWEST SECTION CORNER
FOUND 2 1/2" ALUMINUM CAP MARKED
"PLS 5573" ON A 5/8" REBAR PER
CP&F INSTRUMENT #2963689000



SECTION INDEX



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6819
WWW.H2SURVEY.COM



DATE: MARCH, 2026
H2 PROJECT NUMBER: 2026-012
LCE PROJECT NUMBER: 26.004

RESOLUTION NO. 26-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE AMENDMENT OF THE CLASSIFICATION AND COMPENSATION PLAN BY ADDING THE CLASSIFICATIONS OF "ASSISTANT FIRE CHIEF" AND "FIRE MARSHAL," AND ESTABLISHING PAY GRADES 19 AND 18, RESPECTIVELY; AND APPROVING A DEVELOPMENT AGREEMENT WITH RIVER'S EDGE APARTMENTS, LLC, FOR PROPERTY LOCATED AT 3404 W. SELTICE WAY (ZC-3-22, SP-5-22, PUD-2-19M.2).

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

- A) Amendment of the Classification and Compensation Plan by adding the Classification of "Assistant Fire Chief" and "Fire Marshal," and establishing pay grades 19 and 18, respectively;
- B) A Development Agreement with River's Edge Apartments, LLC, for property located at 3404 W. Seltice Way (ZC-3-22, SP-5-22, PUD-2-19m.2);

AND

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

NOW, THEREFORE,

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

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

DATED this 7th day of April, 2026.

Daniel K. Gookin, 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 SHECKLER	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: **APRIL 7, 2026**

FROM: **MELISSA TOSI; HUMAN RESOURCES DIRECTOR
 TOM GREIF; FIRE CHIEF**

SUBJECT: **PERSONNEL RULE AMENDMENT | PROPOSED NEW CLASSIFICATIONS**

Decision Point: Should City Council approve a new Assistant Fire Chief and Fire Marshal to the City's current Classification and Compensation plan?

History: At the January 20, 2026, council meeting, Chief Greif brought forward the proposed re-organization for the Fire Department. The Assistant Fire Chief and Fire Marshal classifications were part of the overall proposed re-organization that was approved by Council. It was presented that through attrition we would refill one exempt Deputy Fire Chief classification with a newly created exempt Assistant Fire Chief. Also, we would create a new exempt Fire Marshal classification.

The Assistant Fire Chief will assist the Fire Chief by assuming administrative responsibility for daily operations to accomplish the overall management and long-range operational goals. The role has the responsibility of supervising the Deputy Fire Chief, Division Chief, and Battalion Chief classifications.

The Fire Marshal will create a clear step up from the Deputy Fire Marshal role, moving from an hourly union position to an exempt supervisory role. The Deputy Fire Marshal has responsibility for managing fire prevention and participating in command staff discussions and direction setting.

With creating and implementing these two classifications, the fire department re-organization will be more in-line with fire service industry standards in comparison to other fire departments. Both the Assistant Fire Chief and Fire Marshal classifications are exempt positions and would be governed by the Personnel Rules.

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

Financial: Based on the job duties, our internal structure, and market data, the recommendation by BestDayHR is to place the Assistant Fire Chief at a pay grade 19, salary range of \$114,025 - \$160,451, and the Fire Marshal at a pay grade 18, salary range of \$101,587 - \$143,270. It was noted at the January 20, 2026, council meeting, which included these two classifications, that the total cost of the re-organization for the movement of all the classifications was approximately \$56,103.

Performance Analysis: Authorizing the new job classifications and leveling will provide the additional classifications needed to complete the fire re-organization and properly staff fire administration.

Decision Point/Recommendation: City Council should approve the new Assistant Fire Chief and Fire Marshal classifications to the City's Classification and Compensation plan.



Assistant Fire Chief

Department: Fire

Reports to: Fire Chief

Pay Grade: 19

Date Established: 1/2017

Date Revised: 03/2026

FLSA Status: Exempt

CLASSIFICATION SUMMARY

The Assistant Fire Chief assists the Fire Chief by assuming administrative responsibility for daily operations and resource management of the Fire Department to accomplish the overall management and long-range operational goals. The position directs and supervises the deployment of all fire suppression, wildland, hazardous material incidents, and rescue and emergency service incidents. The position implements and evaluates various programs and policies of the department and may represent the department at City Council meetings regarding fire operations issues. The position requires leadership responsibilities for employees and is an active member of the department's management team, responsible for developing and implementing department goals, objectives, policies and procedures. Highly developed interpersonal and communication skills are essential, as are time management and organizational skills. The position assists the Fire Chief in administrative management of the department and acts in place of the Fire Chief, when needed. The Assistant Chief reports to the Fire Chief and works with considerable independence and latitude for independent action and discretion in the performance of assigned duties. The position directly supervises the Deputy Fire Chief, Division Chief, and Battalion Chief classifications. The principal duties of this class are performed in an office and field work environment that may include indoor/outdoor exposure, hazardous conditions and atmosphere and potential personal danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES *(illustrative only and may vary by assignment)*

- Exercises overall management to accomplish the overall management and long-range goals of the Fire Department;
- Directs and coordinates all fire operations activities and programs;
- Communicates department mission, goals, values and standards to employees;
- Establishes and maintains a culture of professionalism and community engagement between members of the department and the citizens and visitors to the City of Coeur d'Alene;
- Monitors internal operations and procedures to ensure compliance with rules, regulations, policies and procedures;
- Evaluates effectiveness of division policies and procedures and makes recommendations and implements improvements;
- Manages staffing level and shift assignments of line personnel;
- Establishes hiring and promotional processes and coordinates the same with Human Resources;
- Coordinates staffing levels for events such as EMS services, fire suppression and rescue needs;
- Keeps abreast of trends and developments affective fire service management and reviews and makes recommendations for staffing, equipment and budgetary needs;
- Assists the Fire Chief with budget development and controls operational expenditures within adopted budget limitations;
- Prepares summary and/or statistical reports of operational activities;
- Establishes working relationships/partnerships and collaborates with neighboring fire departments and law enforcement agencies, city department heads and elected officials, healthcare facilities, educational institutions, media, 911 center and community groups;

- Responds to multiple alarm incidents and other events to function in the Command role;
- Provides direct supervision to Deputy Fire Chiefs, Division Chiefs, Battalion Chiefs and indirectly to Fire Captains, Engineers, Firefighters and Paramedics;
- Participates and recommends the full range of duties (with appropriate chief oversight), including hiring and promoting, performance evaluations, transferring, promoting, assigning of significant duties, rewarding, disciplining and terminating employment;
- Deals with employee performance and personnel situations;
- Represents the Fire Department to the community through involvement in community activities and professional organizations;
- Advises subordinates on current problems, instructions, policies or other matters of importance affecting daily operations;
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

SECONDARY DUTIES AND RESPONSIBILITIES:

- Participate in classroom and field training activities;
- On call to respond to major incidents or matters of critical importance to the department;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

- Effective management and supervisory practices and principles;
- Fire Department operational theory, practices and procedures;
- Fire Department development and administration;
- Organized labor relations, contract negotiations, EEO and labor employment law, grievance and arbitration processes;
- Local adopted fire codes and ordinances;
- Common fire and chemical hazards and related safety precautions;
- Current fire fighting tactics and strategies;
- Public sector budget administration;
- Public relations and conflict management techniques;
- Emergency operations command procedures;
- The geography of the City of Coeur d'Alene including the streets system, hydrant locations, layout and location of public utilities and potentially hazardous materials or substances;
- Effective teaching and communication techniques for large and small groups;
- Uniform Fire Code for inspection purposes;

- Emergency response records systems, communications equipment and use, fire computer applications and incident reporting procedures;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Demonstrate effective leadership and management capability;
- Establish and implement long and short-term goals in support of the City's and Department's vision, mission, goals and objectives;
- Coordinate work with other divisions and departments;
- Plan, assign and direct the work of others;
- Effectively handle controversial situations;
- Analyze administrative or operational problems and develop viable solutions;
- Research and analyze information;
- Compile, develop and organize statistical and technical data and information into clear and concise written reports and verbal presentations;
- Communicate ideas and recommendations effectively orally and in writing;
- Develop and maintain effective working relationships with a wide variety of organizations, officials and individuals in potentially controversial situations involving public safety;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- Bachelor's degree in fire science, public administration or a related field; and/or
- Extensive experience in fire service including at least five (10) years of progressively responsible firefighting experience in all aspects of fire operations, hazardous materials and EMS; and
- Three (3) years of fire administration/management in a leadership capacity; preferably at the Company Officer rank or above;
- Intermediate Incident Command System (ICS) 300 and ICS 400;
- Executive Fire Officer (EFO) – National Fire Academy (preferred);
- Chief Fire Officer (CFO) (preferred);
- NIMS All-Hazards Incident Management training (preferred);
- Valid Driver's License; or
- Any equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

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Fire Marshal

Department: Fire

Reports to: Fire Chief

Pay Grade: FM

Date Established: 03/2026

Date Revised: 03/2026

FLSA Status: Covered

Classification Summary

The Fire Marshal is responsible for the overall management of the fire prevention duties within the Coeur d'Alene Fire Department. Performs, coordinates, and supervises the activities of inspection, fire investigation, as well as carrying out the duties of safety officer, public education officer and public information officer. This position has responsibility to enforce codes, city ordinances and standards relating to fire protection for all structures within the City of Coeur d'Alene; to implement and coordinate fire prevention guidelines for developers and architects; to provide investigation of fires and detection of fire causes and origin; to conduct public fire prevention education; and to provide public information via all media outlets including print, social media and live news. The position implements and develops new ordinances to enhance fire protection and participates in fire suppression and EMS response as needed. The position works under the general supervision of the Fire Chief, with some leeway granted for the exercise of independent judgment and initiative. The job requires an Associate's degree in Fire Science/Public Administration with a Bachelor's degree preferred, , plus five (5) years of experience in firefighting, fire prevention, fire investigations and fire inspection. The job also requires certification as an Idaho EMT-B or National Registry EMT-B Certification attained within the first year of employment, a Hazardous Material Operations Level and a Valid Driver's License. The principal duties of this class are performed in a work environment that includes indoor/outdoor exposure, hazardous conditions and atmosphere, physically strenuous activity, and potential personal danger.

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

- Manages the fire prevention program in fire inspection and investigation activities;
- Administers enforcement of fire prevention codes, ordinances, and regulations;
- Prepare and conduct presentations before city council, boards and committees as necessary;
- Plans, organizes, develops and implements the development of strategic plans, policies/ordinances, goals, objective and priorities, special assignments, and training programs;
- Maintain complete and accurate records of fire inspections and investigations;
- Supervise assigned fire prevention staff;
- Reviews building plans, fire protection systems, and subdivision plans for code compliance;
- Conducts project reviews of proposed plans for code requirements, occupancy classifications, fire flow requirements, etc.;
- Conducts, coordinates and assists fire crews with fire inspection concerns;
- Conducts and oversees safety inspections; promotes safety, education, inspection and planning;
- Investigates fire origin and cause; Gathers evidence, conducts interviews and interrogation of suspects and witnesses; works with private investigators, local law enforcement and the court system as needed;
- Reviews hazardous materials, administrative and site development plans for code compliance;
- Provides fire code compliance support to other city departments;
- Prepares and maintains activity records and special reports;

- Oversees public relations and public education programs to promote fire safety in the city;
- Compiles and maintains written records of reviews;
- Conducts final inspections and testing of new construction, remodels, tenant improvements, etc.;
- Responds to fire and emergency calls within the city and on mutual-aid calls;
- Serves as the Safety Officer for fires and emergency calls;
- Coordinates and conducts fire investigations;
- Coordinates and conducts public fire prevention education to promote fire safety in the City;
- Conducts first aide and fire safety classes;
- Works with families and children involved with fire;
- Manages the Youth Fire Intervention Program;
- Serves as Public Information Officer for the department; posts information on Facebook or other social media sites;
- Participates on a variety of committees;
- Issues burn permits and performs site inspections;
- Conducts fireworks license inspections for sales applicants and pyrotechnic displays;
- Manages and conducts training for Coeur d'Alene Fire Department and other emergency services personnel;
- Oversees and assists with the developing of pre-fire plans.
- Operates personal computer and associated applications software;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Secondary Duties and Responsibilities:

- Assume "on call" duty chief assignments once required training is completed.
- Performs other duties as assigned.

Classification Requirements:

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

Knowledge of:

- Fire, building and city codes;
- Fire hazards and prevention requirements, inspection procedures, firefighting methods and techniques;
- Fire code for inspection purposes;
- Hazardous materials storage, use, handling and plan review;
- The principles and practices of fire cause and fire origin investigations;
- Arson investigations, investigative case preparation and court testimony;
- Public education practices and procedures;
- Effective teaching and communication techniques for large and small groups;
- Fire suppression techniques, fire prevention methods, safe apparatus operations;
- Comprehensive use of the English language for report writing and training sessions.

Skill and Ability to:

- Use appropriate safety tools, personal protective equipment and apparatus for fire suppression and for fire investigations;
- Work in a team environment under extremely stressful situations;
- Prepare and present accurate and reliable reports containing finds and recommendations;
- Work under extremely stressful situations, day and night, which result from a fire and other emergencies, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Work within a command structure requiring strict adherence to the following of orders;
- Teach and train subordinates and peers in various aspects of fire prevention, fire responder, fire origin and protection of the Area of Origin and fire safety;
- Organize and analyze evidence to causes of fire;
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Learn and correctly apply routine division and department policies and procedures;
- Read, comprehend, and follow simple oral and written instructions; and to understand and apply available guidelines to varied operational requirements;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks;
- Operate a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both orally and in writing, with the public and other employees and supervisors.
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

Acceptable Experience and Training:

- Associate's degree in Fire Science/Public Administration or closely related field with a Bachelor's degree being preferred; and
- Maintain a valid Driver's License; and
- Licensure for Idaho EMT-B and/or National Registry EMT-B (within one year of employment); and
- Hazardous Material Awareness level certification; and
- Five (5) years' experience in firefighting, fire prevention, fire investigations and fire inspection; and
- Obtain and maintain an American Heart Association Health Care Provider CPR Card; and
- Obtain an IAAI-CFI Certification within a reasonable time through experience, education and training; or
- Fire Inspector I by the International Code Council (preferred); and
- Fire Inspector II by the International Code Council (preferred); and
- Fire Plans Examiner by the International Code Council (preferred); and
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

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

While performing the duties of this classification, the employee is frequently required to perform strenuous physical activity; to stand, walk, sit, run, use hands to keyboard or type, handle materials, operate heavy equipment or manipulate tools used in performing the essential functions of the classification, and to reach with hands and arms. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this classification include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus to effectively operate at a fire or related emergency scene. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to hear alarms, discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an indoor and outdoor setting, in an IDLH (Immediately Dangerous Life Hazards) atmosphere, which may involve a high degree of noise and exposure to hazardous conditions.

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**CITY COUNCIL
STAFF REPORT**

DATE: April 7, 2026
FROM: Randy Adams, City Attorney
SUBJECT: River’s Edge Apartments, LLC, Development Agreement

DECISION POINT: Should Council approve the Development Agreement with River’s Edge Apartments, LLC?

HISTORY: On September 17, 2024, Council approved a request by River’s Edge Apartments, LLC, (hereinafter referred to as “River’s Edge”) for a zone change from R-12 and C-17 to R-17 for property located at 3404 W. Seltice Way. The Planning and Zoning Commission had recommended approval of the zone change on December 13, 2022, with 28 conditions. Previously, the property had been approved for single family residences along the shore of the Spokane River, but the developer offered to build a public multiuse trail along the River in exchange for the zone change. The trail would extend from Atlas Park along the Spokane River with public access to a beach and swimming area. The developer desired the zone change in order to increase the density of the property to allow for additional apartments. The developer would also remove a proposed mini storage on the property if the zone change was approved.

A proposed Development Agreement was presented to Council at the same time. This Agreement memorialized the terms applicable to the trail, a traffic study on Seltice, water and wastewater infrastructure, docks, and local worker housing, among other things. A concern was raised by a Councilmember that the proposed local worker housing was “negligible.” Another Councilmember asked if the developer was willing to increase the percentage of local workforce housing from 5% to 10% of the 296 units for five years. The developer agreed. Another Councilmember asked what would happen after five years and the developer stated that the local worker housing would revert to market rate. Council approved the Development Agreement with the condition that staff would provide Council with a revised Development Agreement with the agreed increase in local worker housing.

FINANCIAL ANALYSIS: There will be no cost to the City with the approval of the Development Agreement.

PERFORMANCE ANALYSIS: The substantive revisions to the original Development Agreement are as follows:

Paragraph	Original	Revised
4.2.1	<u>Hydraulic Modeling</u>	Deleted – Hydraulic Modeling has been completed.
5.2.4	<u>Repair and Maintenance</u>	Added this language at the end of the paragraph: “In addition, Owner and the

		City shall each have the right to temporarily block access to the Easement for maintenance or public safety reasons, including but not limited to periods of high water that overtops the seawall and/or floods all or part of the public trail.”
5.2.6	<u>Docks</u> : If docks are constructed, access to the docks, including a standpipe system, acceptable to the Fire Department is required. Any dock permits must be reviewed and approved by the Idaho Department of Lands.	<u>Docks</u> : Any dock permits must be reviewed and approved by the Idaho Department of Lands. A system for fire protection is required. The Owner has provided details of the proposed system to the Fire Department (“FD”) and it has approved a system that provides four (4) standpipes on the southside of the trail, as depicted on the River’s Edge Water Plan, Sheet C7.1, dated 12/23/25. In addition, safety pedestals shall be installed on all docks. The safety pedestals shall contain fire extinguishers, liferings, lights, and an identifiable address or location. The last requirement allows removal of the direct to 911 emergency phone that is required in the code on each dock. The pedestals shall be placed every seventy-five feet (75’) of travel distance on each dock structure. All docks will need to be identifiable from the trail, which is the FD access.
7.4	<u>Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option</u> : The Owner agrees to make available, for persons who are making, at the time the lease is signed, One hundred percent (100%) of Kootenai County’s Area Median Income (AMI) for a four-person household, at least ten percent (10%) of the proposed two hundred ninety-six (296) new units, meaning no fewer than thirty (30) units. This commitment shall be for five (5) years commencing when the Certificate of Occupancy	<u>Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option</u> : The Owner agrees to make available, for persons who are making, at the time the lease is signed, one hundred percent (100%) of Kootenai County’s Area Median Income (AMI) for a four-person household, a number of units in the complex based on ten percent (10%) of the actual units built in Phase 2, estimated to be twenty six (26) units. Qualifying units may be in either Phase 1 (already constructed) or Phase 2 (under construction). This commitment shall be for five (5) years for

	<p>for the first building containing such units is issued. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls and application data for renters qualifying for these units.</p>	<p>each such unit or a total of approximately one thousand five hundred sixty (1,560) months of affordable units. The actual number of months shall be determined by multiplying ten percent (10%) of the actual number of total units built in Phase 2 by sixty (60). The number of months for any unit shall be measured by the actual time of occupancy. Thus, if a unit is occupied for one year and then vacated for a year or rented to a different nonqualifying individual or family, the Owner shall receive a credit of twelve months toward this agreement. Tenants shall only need to meet the qualification standards when they apply. Once qualified, the entire term of the occupancy by that tenant shall count towards the required months. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls, application data for renters originally qualifying for these units, and the number of months occupied by an originally qualifying individual or family. A unit is deemed occupied if an originally qualifying tenant occupies the unit for at least one half of the month.</p>
<p>Condition 24</p>	<p>Planning and Zoning Commission condition related to affordability covenants</p>	<p>Addressed in the body of the revised Development Agreement.</p>

DECISION POINT/RECOMMENDATION: Council should approve the Development Agreement with River’s Edge Apartments, LLC.

DEVELOPMENT AGREEMENT

(File Nos. ZC-3-22, SP-5-22, PUD-2-19m.2)

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and dated this day of , 2026, by and between the **City of Coeur d’Alene**, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the “City,” and **River’s Edge Apartments, LLC**, a Washington limited liability company, hereinafter referred to as the “Owner.”

W I T N E S S E T H:

WHEREAS, the Owner owns approximately 26 acres of land, comprised of four (4) parcels, within the City south of W. Seltice Way, north of the Spokane River, and southwest of the intersection of N. Atlas Road and W. Seltice Way (hereinafter referred to as the “Property”), which the Owner is currently developing and wishes to further develop, and the Owner has applied for a zone change, a special use permit, and a PUD amendment for the Property. A map of the Property is attached hereto and incorporated herein by reference as **Exhibit “A-2;”** and

WHEREAS, on December 13, 2022, the Coeur d’Alene Planning and Zoning Commission recommended approval of the application for a zone change, and approved the special use permit and PUD amendment, with twenty-eight (28) conditions. A copy of the approved Findings and Order are attached hereto and incorporated herein by reference as **Exhibit “B;”** and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to grant the zone change subject the conditions recommended by Staff and the Planning and Zoning Commission; and

WHEREAS, the Community Planning Director and the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof for the City to enter into a Development Agreement with the Owner for the Property pursuant to the terms contained herein as a further condition of granting the application for a zone change; and

WHEREAS, the Owner has participated in the drafting of this Agreement and acknowledges that the terms hereof are fair and reasonable.

NOW, THEREFORE,

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

ARTICLE I: EFFECTIVE DATE

1.1 Effective Date of Agreement: This Agreement shall be effective when the Owner and the City have both executed the Agreement. The Council has already approved the Owner’s

requested Zone Change with conditions of approval consistent with this Agreement and the Owner's application for a Special Use Permit and PUD modification have been approved.

ARTICLE II: LEGAL DESCRIPTION, MAP, AND ZONING

- 2.1 Legal Description and Map: The Property is approximately 26 acres, comprised of five (5) parcels, generally located south of W. Seltice Way, west of N. Atlas Road, and east of the U.S. Bank Call Center, and is more particularly described in **Exhibit "A-1."**
- 2.2 Zoning Districts and Zoning Map: The agreed upon zoning districts are described and shown on the zoning map attached hereto and incorporated herein by reference as **Exhibits "C-1" and "C-2."**

ARTICLE III: STANDARDS

- 3.1 Construction to City Standards: The Owner agrees that all improvements required by this Agreement, or by any and all applicable codes, regulations, and policies adopted by the City, will be built to City standards. The Owner further agrees to adhere to all applicable City policies and procedures regarding such improvements, including, but not limited to, sanitary sewer, water lines, fire hydrants, parks, work in the flood plain, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities, traffic control devices, and roads. Such policies specifically include those concerning extension of utility lines in a manner acceptable to the City to make service available to adjoining lands.
- 3.2 Effective Date of Applicable Standards: The Owner agrees that all laws, codes, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or applicable City codes are those in effect upon application for a permit for such improvement, unless that permit expires. If the Owner fails to comply with applicable laws in the course of constructing improvements on the Property, public or otherwise, the Owner acknowledges that the City may withhold further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval, until such compliance is attained. The Owner further acknowledges that the City may also pursue any other legal remedy for its failure to comply with applicable laws.
- 3.3 Inspection and Testing: The Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. The Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for

ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City and comply with City submittal standards. The Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. The Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing. The City retain sole authority to determine if the public improvement meets City requirements for acceptance.

- 3.4 As-Built Drawings: The Owner agrees to provide the City accurate “as-built” drawings, conforming with City submittal standards, of all public improvements within thirty (30) days of the date of substantial completion of construction of any specific public improvement on the Property or portion thereof if the public improvement is to be built in phases. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of structures using said improvements until accurate “as-builts” are provided, the improvements have passed City inspection referenced in Section 3.3, and the improvements have been accepted for public maintenance or approved for private use.
- 3.5 Fire Department Requirements: Dead-end fire apparatus access roads over one-hundred fifty feet (150') feet in length requires a Fire Department approved turn-around. Minimum turning radiuses for Fire Department access is twenty-five feet (25') interior and fifty feet (50') exterior. Streets which require Fire Department access must be designed to hold an imposed load of 75,000 pounds. Minimum width of streets which require Fire Department access is twenty feet (20') or twenty-six feet (26') where there is a hydrant.

ARTICLE IV. UTILITIES

- 4.1 Water: The Owner agrees to use City water for any development of the Property and to pay all required fees and charges, including all connection and/or capitalization charges generally applicable, at the time service is requested. All additional water service cap fees are payable at the time of application for building permits. The fees charged shall be those in effect when a complete permit application is submitted to the City. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning ninety (90) days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Any additional main extensions and/or fire hydrants and services will be the responsibility of the Owner at its sole expense.
- 4.1.1 Easement: A minimum twenty (20) foot public utility easement, centered on the water main, minimum thirty (30) foot when combined with public sewer, or R/W is required for public water system mains and fire hydrants prior to the issuance of

any Certificate of Occupancy hereafter. No permanent footings, foundations or buildings are allowed within the dedicate easements or R/W.

- 4.2 Wastewater: The Owner agrees to use the City Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. The fees charged shall be those in effect when a complete permit application is submitted to the City. Sanitary sewer service is available and will be provided in accordance with the rules and regulations of the City currently in effect. This PUD shall be required to comply with the City's One Lot-One Lateral Rule. All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City. All public sewer plans require IDEQ or QLPE Approval prior to construction.
- 4.2.1 Easement: A utility easement or R/W for the public sewer shall be dedicated to the City and a recorded copy shall be provided to the City prior to the issuance of any Certificate of Occupancy hereafter. An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 4.2.2 Surcharge: Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 4.3 Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the City. For water and sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 4.4 Maintenance of Private Sanitary Sewer and Water Lines: The Owner agrees that the City shall not be responsible for the maintenance of any private sanitary sewer lines or laterals, or water lines, including appurtenances, within the Property.
- 4.5 Stormwater: The Owner agrees to adhere to City policies and standards for stormwater control design and construction. Given the proximity of the Property to the Spokane River, the Owner also agrees that, in addition to all City requirements, it will adhere to all requirements of the Idaho Department of Environmental Quality and/or the Idaho Department of Lands for stormwater management, including but not limited to erosion control and permitting.

- 4.6 Garbage Collection: The Owner agrees that it will use the garbage collection service contracted by the City. The Owner is responsible for contacting the City's garbage collection vendor to determine if the vendor has capacity to serve the Development. If the vendor does not have such capacity, the Owner shall arrange for garbage collection services for the Development with a vendor of its choice.
- 4.7 Lighting: The Owner agrees to adhere to City policies and standards for street light design and construction. A Lighting Plan must be submitted as part of the building permits for any new apartment buildings demonstrating full cut-off lighting.
- 4.8 Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE V: PUBLIC IMPROVEMENTS & DEDICATIONS

- 5.1 Installation of Public Improvements: The Owner agrees that, prior to issuance of a Temporary Certificates of Occupancy (TCOs) for a building, it shall submit plans for approval, and construct and install, or otherwise secure the required construction and installation, in a manner acceptable to the City, all improvements required by City Code, policy, or this Agreement pertaining to that building, including, but not limited to, sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street/parking lot lights, street trees, parking lot striping and landscaping, ADA parking stalls, and internal sidewalks. The City shall have no obligation for maintenance of any such improvement until the City formally accepts said improvement.
- 5.2 Multiuse Trail/ Path and Beach Access:
- 5.2.1 Multiuse Trail/Path Along the Spokane River: The Owner agrees to develop and install a multiuse trail/path no less than sixteen feet (16') wide, constructed to City standards, that runs adjacent to the Spokane River and is open to the public and accessible by the public at the west and east ends of the Property, and that allows public access to the River. The Path shall connect with the trail through the Atlas Waterfront Mixed-use development to the east and to the trail through the Mill River development to the west. The Owner shall use 'Driveway Mix' asphalt (3/8" rock) in the construction of the Path and shall sterilize the ground with herbicide before laying down gravel and asphalt. The Owner agrees that the alignment of the Path on the western edge of the Property shall conform to **Exhibit "D."** The multiuse trail/path shall have four (4) public patio spaces, paved or concrete, providing access to the vista viewpoints. There will be access to the Spokane River by stairs off of each patio. The bottom of the stairs will be constructed to access the beach area.

- 5.2.2 Access to River and Public Beach: There shall be at least four (4) beach areas available to the public and accessible from the Multiuse Path. At least one (1) of those beach areas shall be ADA compliant.
- 5.2.3 Completion: A portion of the public trail and riverfront open space area(s) along the river shall be completed and installed before occupancy permits are issued for the 85th unit adjacent to the Spokane River. Said portion of the public trail and riverfront open space area(s) shall be completed and installed to the farthest extent of the building in which the 85th unit adjacent to the Spokane River is located, and any other building in which a unit is completed when the occupancy permit for the 85th unit is requested; PROVIDED, the entire public trail and riverfront open space areas shall be completed within thirty-six (36) months of the date the Owner obtains a permit for the seawall, unless the Owner is delayed for reasons beyond the Owner's reasonable control. The Owner shall apply for a permit for the seawall before June 30, 2025, and shall diligently pursue approval of the permit. This time may be extended by the City for good cause shown, which extension shall not be unreasonably denied.
- 5.2.4 Repair and Maintenance: The Owner shall maintain landscaping and amenities into perpetuity, except as provided herein. Following development, the Owner may transfer this duty to a duly incorporated and formed resident association. The City will plow snow from the trail and sweep/blow the surface of the trail on a regular basis. In the event of catastrophic flooding which damages the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas, the parties agree to work together to effectuate repairs as expeditiously as possible. While this agreement cannot constitutionally bind a City Council to the expenditure of funds beyond the current fiscal year, it is the intent of the City to use its best efforts to assist the Owner in repairing the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas in the event of damages caused by catastrophic flooding. In addition, Owner and the City shall each have the right to temporarily block access to the Easement for maintenance or public safety reasons, including but not limited to periods of high water that overtops the seawall and/or floods all or part of the public trail.
- 5.2.5 Easement: An Open Space and Public Access easement granted to the City of Coeur d'Alene must be recorded prior to the issuance of the Certificate of Occupancy for the building containing the 85th unit adjacent to the River. The easement shall include the multiuse trail/path that lies adjacent to the Spokane River from the east property line to the west property line and the four (4) public beach areas. The easement shall reserve to the Owner the right to trespass individuals, in accordance with State law, from the Open Space and Public accesses for uses which are outside the scope of the easement to the City, and which are inconsistent with the Owner's development and property rights. The easement shall include Indemnity and

Insurance provisions consistent with those contained in the North-South Public Multiuse Pathway easement dated October 25, 2023, and this Agreement.

- 5.2.6 Docks: Any dock permits must be reviewed and approved by the Idaho Department of Lands. A system for fire protection is required. The Owner has provided details of the proposed system to the Fire Department (“FD”) and it has approved a system that provides four (4) standpipes on the southside of the trail, as depicted on the River’s Edge Water Plan, Sheet C7.1, dated 12/23/25. In addition, safety pedestals shall be installed on all docks. The safety pedestals shall contain fire extinguishers, liferings, lights, and an identifiable address or location. The last requirement allows removal of the direct to 911 emergency phone that is required in the code on each dock. The pedestals shall be placed every seventy-five feet (75’) of travel distance on each dock structure. All docks will need to be identifiable from the trail, which is the FD access.
- 5.3 Easement and Improvements for North-South Public Multiuse Pathway (West Edge): The trail along the western edge of the property shall be paved before the Certificate of Occupancy (CO) for the third apartment building in the northwest corner of the property will be issued. A Public Access easement shall be recorded once the paving is complete.
- 5.4 Landscaping: Trees shall not be planted within the HARSB sewer outfall pipe line easement. The Owner agrees to the placement and planting of street trees within the development in accordance with City policies and standards.
- 5.5 Indemnity. The City shall defend, indemnify and hold harmless the Owner for, from and against any claim, loss or liability to the extent arising out of or in connection with the City’s or the public’s use of the Easement Property or the exercise of the City’s rights hereunder. The City shall promptly discharge or bond around, at the City’s sole expense, any liens against the Owner’s Property or the Easement Property arising out of the City’s use of the Easement Areas or the exercise of the City’s rights hereunder. The duties set forth in this Section shall apply to any claims under the ADA and the FHA, but shall not apply to claims arising out of the sole negligence or intentional misconduct of the Owner.
- 5.6 Insurance. The City shall maintain public liability insurance with limits of no less than \$2,000,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the City or its officers, employees, contractors, agents, successors, or assigns, or resulting from any indemnity obligation of the City. The insurance shall be on a primary and non-contributory basis with a waiver of subrogation applying in favor of the Owner. The insurance shall cover lost income to the Owner if such property damage renders any portion of the Owner’s Property unrentable or unusable by tenants. The City shall have the right, at the City’s discretion, to accomplish the coverages required herein using, in full or in part, a recognized statutory program of self-insurance.

ARTICLE VI: CONSIDERATION & FEES

- 6.1 Consideration: The Owner agrees that the fees and promises set out in this Agreement constitute good and sufficient consideration for the Agreement between the Parties.
- 6.2 Required Fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees. Fees referred to in this section are established by Municipal Ordinance and/or resolution and arise independent of this Agreement.
- 6.3 Owner's Reimbursement to the City: The Parties agree that the City has utilized substantial staff time to prepare the Development Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties agree that such fee shall be in the amount of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00).

ARTICLE VII. MISCELLANEOUS

- 7.1 Use Limitations: The Owner agrees that the subject property will be built consistent with the approved amended PUD (PUD-2-19m.2). If other uses are proposed, they must be approved through the PUD process.
- 7.2 Maximum Units: The maximum number of units for the overall project be restricted to six hundred eighty (680) dwelling units.
- 7.3 Traffic Mitigation: A Traffic Mitigation Plan is being prepared to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels. Owner shall reimburse the City for the cost of preparing the Plan. The Traffic Mitigation Plan shall be required for only two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection. The engineering firm that is preparing the Traffic Mitigation Plan is DOWL, LLC, and was chosen by the City from the City's approved on-call consultant list. The Owner shall not be responsible for funding any traffic mitigation measures resulting from the Owner-funded Plan. The Owner shall be responsible for improvements based on conditions of approval, generally applicable property taxes, existing impact fees, or other legally imposed assessments.
- 7.4 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owner agrees to make available, for persons who are making, at the time the lease is signed, one hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household, a number of units in the complex based on ten percent (10%) of the actual units built in Phase 2, estimated to be twenty six (26) units. Qualifying

units may be in either Phase 1 (already constructed) or Phase 2 (under construction). This commitment shall be for five (5) years for each such unit or a total of approximately one thousand five hundred sixty (1,560) months of affordable units. The actual number of months shall be determined by multiplying ten percent (10%) of the actual number of total units built in Phase 2 by sixty (60). The number of months for any unit shall be measured by the actual time of occupancy. Thus, if a unit is occupied for one year and then vacated for a year or rented to a different nonqualifying individual or family, the Owner shall receive a credit of twelve months toward this agreement. Tenants shall only need to meet the qualification standards when they apply. Once qualified, the entire term of the occupancy by that tenant shall count towards the required months. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls, application data for renters originally qualifying for these units, and the number of months occupied by an originally qualifying individual or family. A unit is deemed occupied if an originally qualifying tenant occupies the unit for at least one half of the month.

- 7.5 Compliance with Conditions of Approval: The conditions of approval, attached as **Exhibit “E,”** are expressly incorporated into this Agreement as binding provisions of this Agreement. The Owner specifically agrees to fulfill each condition of approval as if such condition was specifically enumerated in this Agreement.
- 7.6 Notices: All notices under this Agreement shall be in writing, shall be delivered to each of the Parties, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the Party, address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile and email with the original to follow by mail in the manner described above. It is provided, however, that any Party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile or email on the date so sent.
- 7.7 Relationship of Parties: It is understood that the contractual relationship between the City, and the Owner is such that no Party is the agent, partner, or joint venturer of any other Party.
- 7.8 Successors and Assigns: This Agreement shall inure to the benefit of the City, the Owner, and each of their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on all parties to this Agreement as well as their respective heirs, successors and assigns.

- 7.9 No Waiver: In the event that the Parties or their respective successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by the City, the Owner, or any successor or assign, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- 7.10 Partial Invalidity: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- 7.11 Entire Agreement: This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, relating to the subject matter of this Agreement are hereby cancelled and of no further force nor effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.
- 7.12 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 7.13 Time is of the Essence: Time is of the essence in this Agreement.
- 7.14 Non-Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in this Agreement shall survive the acceptance of any deeds, dedications, and/or easements.
- 7.15 Recordation and Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.
- 7.16 Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.

- 7.17 Compliance with applicable laws: The Owner agrees to comply with all applicable Federal, State, and local laws and regulations.
- 7.18 Venue, Jurisdiction, and Governing Law: If legal action is initiated, it shall be brought in Kootenai County, Idaho. Idaho law shall govern and all disputes.
- 7.19 Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.20 Enforcement - Dispute Resolution: If either party believes that the other party is in breach of this Agreement, the non-breaching party shall notify the breaching party of the alleged breach(es) in writing per Section 7.6. The breaching party shall have sixty (60) days to cure the breach(es), or to take material steps to cure the breach(es) if they cannot be cured within 60 days. If, after sixty days the breaching party has not cured the breach(es), then, upon ten days written notice per Section 7.6, the non-breaching party may commence litigation in any court having jurisdiction over the matter.
- 7.21 Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the substantially prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.22 Interpretation: The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with an attorney of their choice, and have agreed to all of its terms. Under these circumstances, the Parties agree that the rule of construction that a contract is to be construed against the drafter shall not be applied in interpreting this Agreement and that, in the event of any ambiguity in any of the terms or conditions of this Agreement, including any exhibits hereto, such ambiguity shall not be construed for or against either Party on the basis that such Party did or did not author the same.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and River's Edge Apartments, LLC, has caused the same to be executed by its duly authorized agent on the day and year first above written.

CITY OF COEUR D'ALENE

ATTEST:

By _____
Daniel K. Gookin, Mayor

By _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2026, before me, a Notary Public, personally appeared **Daniel K. Gookin** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene executed the same.

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

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

River's Edge Apartments, LLC:

Lance Douglass
Lance Douglass, Member

STATE OF WASHINGTON)
) ss.
County of SPOKANE)

On this 1st day of April, 2026, before me, a Notary Public, personally appeared **Lance Douglass**, representing **River's Edge Apartments, LLC**, as member, and acknowledged to me that he executed the same on behalf of, and with the authority of, the company.

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



Keelee Richardson
Notary Public for WA
Residing at Spokane WA
My Commission expires: 9-1-2027

EXHIBIT “A-1”
(Legal Description)

Legal Description - Rivers Edge

The Land is described as follows:

NEW PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND **THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH 68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

(Continued)

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

NEW PARCEL 2:

A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'05" WEST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 81°30'04" WEST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 82°01'55" WEST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF NORTH 87°24'49" WEST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°45'49" EAST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT

(Continued)

HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 80°35'43" EAST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 3:

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 74°37'39" WEST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 00°59'05" EAST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 89°10'12" EAST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89°33'06" EAST A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 4:

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF

(Continued)

SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET
TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1ST

ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MEANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

(Continued)

THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

EXHIBIT “A-2”

(Map)

BOUNDARY LINE ADJUSTMENT AMENDED RECORD OF SURVEY

A PORTION OF THE SE 1/4 OF SECTION 4, A PORTION OF GOVERNMENT LOT 4
IN SECTION 9, AND A PORTION OF GOVERNMENT LOT 1 IN SECTION 10,
T 50 N, R 4 W, B.M. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

COUNTY RECORDER'S CERTIFICATE

FILED FOR RECORDED AT THE REQUEST OF: RIVERS EDGE APARTMENTS, LLC AND LANZCE DOUGLASS
DATE: _____ O'CLOCK ____ M.
BOOK: _____ AT PAGE _____
INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

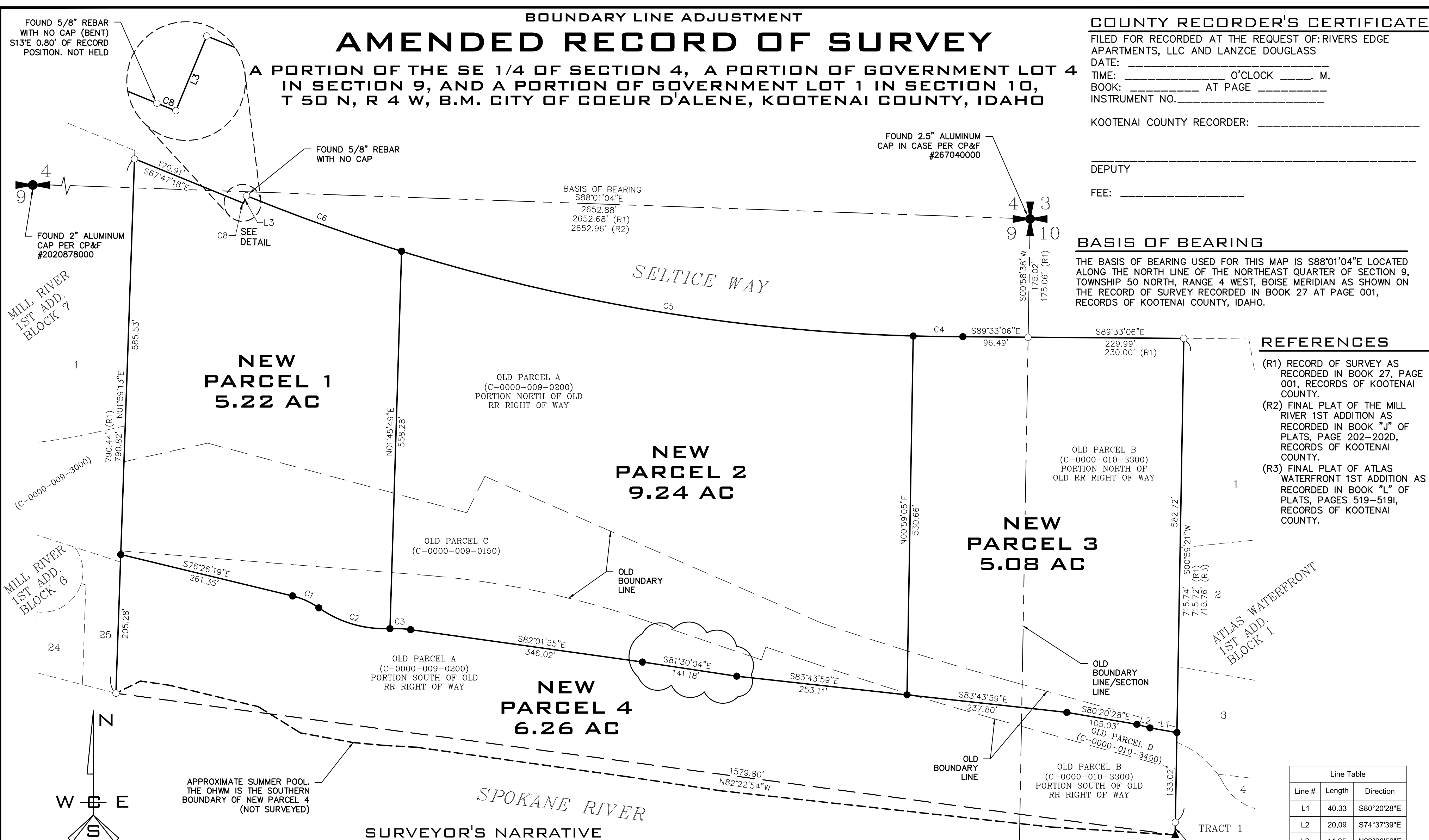
FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS MAP IS S88°01'04"E LOCATED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 27 AT PAGE 001, RECORDS OF KOOTENAI COUNTY, IDAHO.

REFERENCES

- (R1) RECORD OF SURVEY AS RECORDED IN BOOK 27, PAGE 001, RECORDS OF KOOTENAI COUNTY.
- (R2) FINAL PLAT OF THE MILL RIVER 1ST ADDITION AS RECORDED IN BOOK "J" OF PLATS, PAGE 202-202D, RECORDS OF KOOTENAI COUNTY.
- (R3) FINAL PLAT OF ATLAS WATERFRONT 1ST ADDITION AS RECORDED IN BOOK "L" OF PLATS, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY.



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DOCUMENT A BOUNDARY LINE ADJUSTMENT AND PARCEL CONSOLIDATION FOR THE RIVERS EDGE APARTMENTS, LLC AND LANZCE DOUGLASS. PARCELS A AND B WERE SPLIT BY THE OLD RR RIGHT OF WAY, BUT NOW THAT ALL FOUR PARCELS (A-D) ARE UNDER ONE OWNERSHIP, THE BOUNDARY LINES ARE BEING ADJUSTED TO FIT THE PHASE LINES OF THE RIVERS EDGE PUD. BEST FIT LINES THROUGH FOUND MONUMENTS WERE USED TO ESTABLISH BEARINGS CONSISTENT WITH THE INTENT OF THOSE LINES. SOME DISCREPANCIES EXIST BETWEEN MEASURED DISTANCES BETWEEN FOUND MONUMENTS AND THE CORRESPONDING PLAT DISTANCES, BUT MONUMENTS WERE HELD UNLESS OTHERWISE NOTED. DUE TO THE LARGE CURVE RADIUS ALONG THE RIGHT OF WAY OF SELTICE WAY, SMALL CHANGES IN BEARING CAUSED BY HOLDING FOUND MONUMENTS RESULTED IN LARGE CHANGES IN CALCULATED CURVE LENGTH, THEREFORE MONUMENTS WERE HELD ALONG WITH RECORD RADIUS AND DISTANCES, SACRIFICING PERFECT TANGENCY AT THOSE POINTS. NO ATTEMPT WAS MADE TO LOCATE THE ORDINARY HIGH WATER MARK, THEREFORE THE ACREAGE OF NEW PARCEL 4 IS APPROXIMATE.

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	42.83	112.50	021°48'52"	S65°31'53"E	42.57
C2	111.59	167.50	038°10'16"	S73°42'35"E	109.54
C3	30.53	162.50	010°45'48"	S87°24'49"E	30.48
C4	73.52	2814.79	001°29'48"	S89°10'12"E	73.52
C5	768.99	2814.79	015°39'11"	S80°35'43"E	766.60
C6	243.60	2814.79	004°57'30"	S70°17'23"E	243.52
C8	3.00	2864.79	000°03'36"	S68°15'34"E	3.00

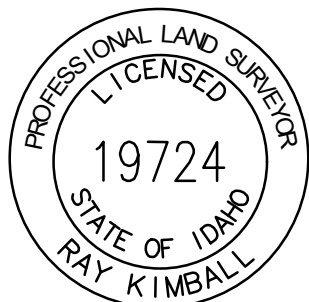
Line #	Length	Direction
L1	40.33	S80°20'28"E
L2	20.09	S74°37'39"E
L3	11.95	N22°28'52"E

LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" UNLESS NOTED OTHERWISE
- SET 5/8" X 24" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724"
- ▲ CALCULATED POINT, NOTHING FOUND, NOTHING SET

SURVEYOR'S CERTIFICATE

I RAY KIMBALL, PROFESSIONAL LAND SURVEYOR #19724, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AT THE REQUEST OF RIVERS EDGE APARTMENTS, LLC AND LANZCE DOUGLASS, MAY, 2021.



THIS AMENDMENT SHOWS A BEARING/DISTANCE LABEL BETWEEN PARCELS 2 AND 4 THAT WAS MISSING ON THE ORIGINAL RECORD OF SURVEY.

PROJ #: 20-2722
DATE: 12/01/21
DRAFTED BY: HAB
REVIEWED BY: RDK

CIVIL
STRUCTURAL
 SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

AMENDED RECORD OF SURVEY
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

SHEET 1 OF 1
JOB NUMBER
20-2722

EXHIBIT “B”

[Planning and Zoning Commission Findings and Order – Insert Here]

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

ZC-3-22

A. INTRODUCTION

This matter having come before the Planning Commission on, December 13, 2022, and there being present a person requesting approval of ZC-3-22 , a request for a zone change from R-12PUD and C-17PUD to R-17PUD zoning district

APPLICANT: RIVER'S EDGE APARTMENTS, LLC

LOCATION: 3528 & 3404 W. SELTICE WAY

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

The Planning Commission (adopts) (does not adopt) Items B1 to B7.

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Planned Development Place type.
- B3. That the zoning is R-12PUD.
- B4. That the notice of public hearing was published on November 19, 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on November 17, 2022, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 13, 2022.

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

Goal CI 1

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

OBJECTIVE CI 1.1

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

Goal CI 3

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

OBJECTIVE CI 3.1

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

Environment & Recreation

Goal ER 1

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

OBJECTIVE ER 1.1

Manage shoreline development to address stormwater management and improve water quality.

OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

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

OBJECTIVE ER 2.3

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

Growth & Development

Goal GD 1

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

OBJECTIVE GD 1.1

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

OBJECTIVE GD 1.3

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

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.

Goal GD 3

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

OBJECTIVE GD 3.1

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and presentation indicating there were no objections from city departments.

- B10. That the physical characteristics of the site do make it suitable for the request at this time as noted on page 16 of the staff report there are “no topographical or physical restraints”.

- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on testimony and staff report and the developer to fund a traffic mitigation study and the zone change for the buildings would be similar to the buildings to the west

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RIVERS EDGE, LLC for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

- 1) The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning Commission and the Zone Change (ZC-3-22) is approved by City Council.
- 2) A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
- 3) If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.

- 4) The Idaho Department of Lands will need to review and approve any dock permits.
- 5) Any additional water service will require cap fees due at time of building permitting.
- 6) Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
- 7) Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
- 8) Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
- 9) FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
- 10) Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
- 11) A Traffic Mitigation Plan should be funded by the applicant to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels. The Traffic Mitigation Plan shall be subject to only two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection. The engineering firm performing the Traffic Mitigation Plan will be chosen by the City from the City's approved on-call consultant list.
- 12) Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
- 13) Use 'Driveway Mix' asphalt in the construction of the trail.
- 14) Sterilize the ground with herbicide before laying down gravel and asphalt.
- 15) Maintain landscaping and amenities into perpetuity
- 16) Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station with the request for increased density.
- 17) The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.
- 18) A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.
- 19) An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 20) Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 21) This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
- 22) All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
- 23) All public sewer plans require IDEQ or QLPE Approval prior to construction.

- 24) That five percent (5%) of the proposed 296 new units be available to people making Coeur d'Alene's Area Median Income (AMI) for a 4 person household. This for a period of 5 years commencing when the first buildings Certificate of Occupancy is issued. The applicant shall provide annual reports to the Planning Department comprised of rent rolls and application data for the renters qualifying for these units.
- 25) The maximum number of units for the overall project be restricted to 680.
- 26) The public trail and river front open space area(s) along the river is completed and installed before occupancy permits are issued for any of the new nine proposed apartment buildings.
- 27) An Open Space and Public Access easement with the City of Coeur d'Alene must be recorded prior to construction.
- 28) All modification requests are adhered too, as stated below:
- Decrease the maximum building height to 55' rather than 63 feet as allowed by the R-34;
 - Increase the maximum building height to 55' rather than 32 feet within 150 feet of the high water mark as required by the Shoreline Ordinance;
 - Remove the 431 unit mini-storage facility;
 - Remove the single-family residential units along the Spokane River;
 - Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
 - Modify the number of structures from 12 multifamily 4-story buildings, totaling 384 units, one clubhouse, and 28 single-family units to 21 multifamily 4-story buildings, totaling 680 units, and one clubhouse;
 - Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
 - Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
 - Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.

Motion by Ingalls, seconded by Luttropp, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttropp	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes

Commissioner Mandel was absent.

Motion to approve carried by a 6 to 0 vote.



 CHAIRMAN TOM MESSINA

EXHIBIT “C-1”
(Legal Descriptions of Zoning Districts)

Legal Description - Rivers Edge - Zoning

The Land is described as follows:

NEW PARCEL 1: **C-17PUD**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH 68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

(Continued)

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

NEW PARCEL 2: R-17PUD

A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'05" WEST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 81°30'04" WEST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 82°01'55" WEST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF NORTH 87°24'49" WEST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°45'49" EAST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT

(Continued)

HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 80°35'43" EAST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 3: R-17PUD

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 74°37'39" WEST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 00°59'05" EAST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 89°10'12" EAST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89°33'06" EAST A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 4: R-17PUD

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF

(Continued)

SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET
TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1ST

ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MEANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

(Continued)

THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

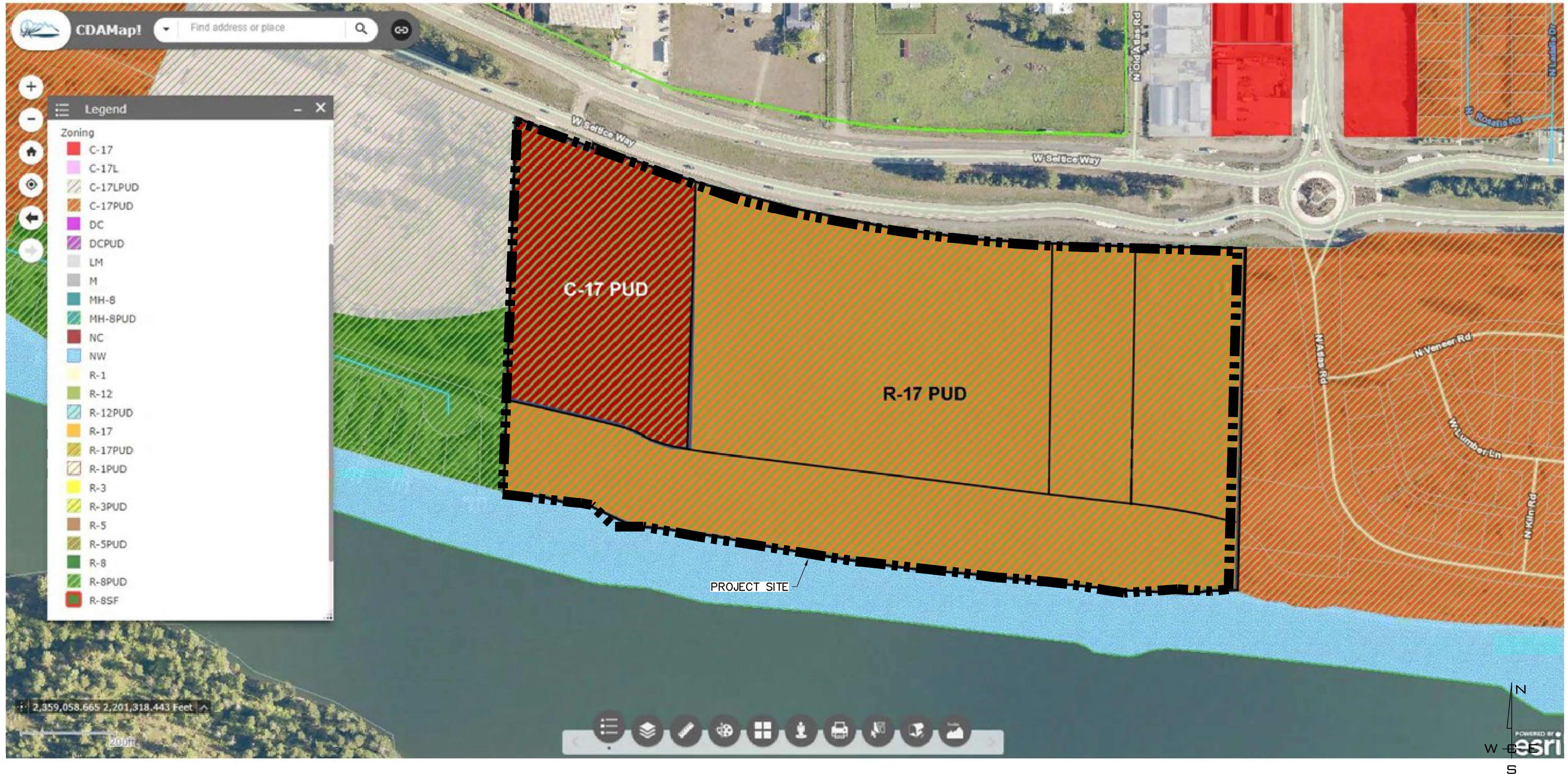
THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

EXHIBIT “C-2”
(Zoning Map)



PROPOSED ZONING MAP



DATUM
NGVD 29

SCALE:	PROJ #: 15-1470
HORIZONTAL:	DATE: 2/6/2019
NOT TO SCALE	DRAWN: SMM
VERTICAL:	REVIEWED: TRW
N/A	

CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
<input checked="" type="checkbox"/> PLANNING	
LANDSCAPE	
OTHER	

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-9617 FAX: 509-926-0227

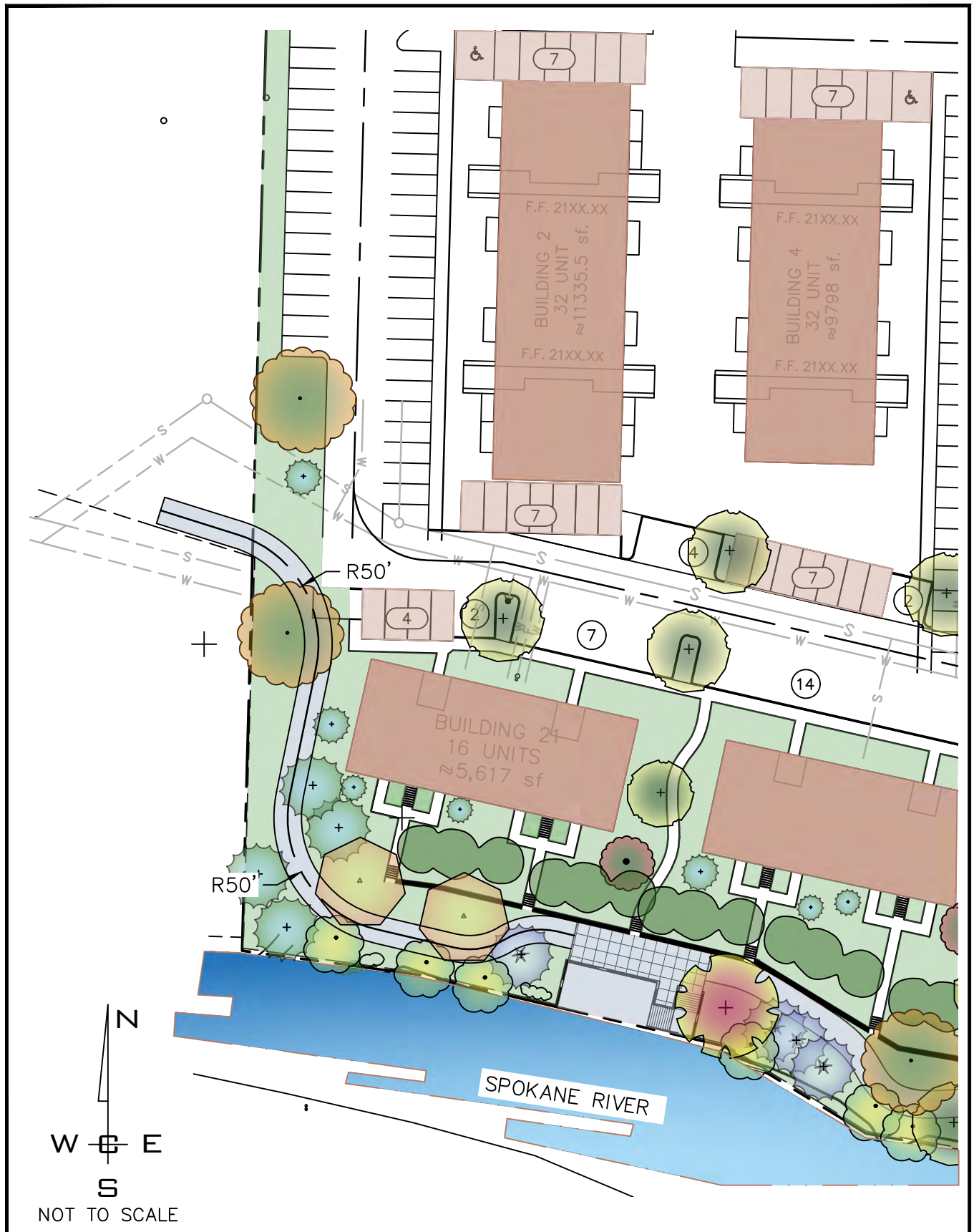
**RIVER'S EDGE
PROPOSED ZONING PLAN
3528 W. SELTICE WAY
COEUR D'ALENE, ID**

**SHEET
P-4**

JOB NUMBER
15-1470

P:\WCE_WORKS\2020\WCE PROJECTS\2020-2722 L Douglas-Rivers Edge Design 1 (ref. 1470A)\DWG\2722-Graphics\2722-P1.3.dwg, P-4, 9/29/2022 5:17:44 PM, smm, SMM

EXHIBIT “D”
(Multiuse Trail/Path Along the Spokane River)



PROJ #: 20-2722
 DATE: 12/7/23
 DRAWN: RMA
 APPROVED: TRW

FIGURE 1

**CENTENNIAL TRAIL PATH
 RIVER'S EDGE PUD**
 3528 W SELTICE WAY
 COEUR D'ALENE, IDAHO

EXHIBIT D

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 SOUTH PINES ROAD
 SPOKANE VALLEY, WASHINGTON 99206
 PH: 509-893-2617 FAX: 509-926-0227

EXHIBIT “E”
(Conditions of Approval)

PROPOSED CONDITIONS FOR ZC-3-22:

The following conditions have been approved by the applicant and are included in the Development Agreement.

- 1) The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning and Zoning Commission and the Zone Change (ZC-3-22) is approved by City Council.
- 2) A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
- 3) If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.
- 4) The Idaho Department of Lands will need to review and approve any dock permits.
- 5) Any additional water service will require cap fees due at time of building permitting.
- 6) Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
- 7) Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
- 8) Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
- 9) FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
- 10) Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
- 11) A Traffic Mitigation Plan should be funded by the applicant per the Development Agreement
- 12) Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
- 13) Use 'Driveway Mix' asphalt in the construction of the trail.
- 14) Sterilize the ground with herbicide before laying down gravel and asphalt.
- 15) Maintain landscaping and amenities into perpetuity; PROVIDED, In the event of catastrophic flooding which damages the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas, the parties agree to work together to effectuate repairs as expeditiously as possible. While this agreement cannot constitutionally bind a City Council to the expenditure of funds beyond the current fiscal year, it is the intent of the City to use its best efforts to assist the Owner in repairing the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas in the event of damages caused by catastrophic flooding.

Further, the City will be responsible for plowing snow from the trail and sweeping/blowing the surface of the trail on a regular basis.

- 16) Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station per the Development Agreement.
- 17) The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.
- 18) A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.
- 19) An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 20) Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 21) This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
- 22) All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
- 23) All public sewer plans require IDEQ or QLPE Approval prior to construction.
- 24) The Owner agrees to make available, for persons who are making, at the time the lease is signed, One hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household, at least five percent (5%) of the proposed two hundred ninety-six (296) new units, meaning no fewer than fifteen (15) units. This commitment shall be for five (5) years commencing when the Certificate of Occupancy for the first building containing such units is issued. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls and application data for renters qualifying for these units
- 25) The maximum number of units for the overall project be restricted to 680.
- 26) A portion of the public trail and riverfront open space area(s) along the river shall be completed and installed before occupancy permits are issued for the 85th unit adjacent to the Spokane River. Said portion of the public trail and riverfront open space area(s) shall be completed and installed to the farthest extent of the building in which the 85th unit adjacent to the Spokane River is located, and any other building in which a unit is completed when the occupancy permit for the 85th unit is requested; PROVIDED, the entire public trail and riverfront open space areas shall be completed within thirty-six (36) months of the date the Owner obtains a permit for the seawall, unless the Owner is delayed for reasons beyond the Owner's reasonable control. The Owner shall apply for a permit for the seawall before June 30, 2025, and shall diligently pursue approval of the permit. This time may be extended by the City for

good cause shown, which extension shall not be unreasonably denied.

27) An Open Space and Public Access easement granted to the City of Coeur d'Alene must be recorded prior to the issuance of the Certificate of Occupancy for the building containing the 85th unit adjacent to the River. The easement shall include the multiuse trail/path that lies adjacent to the Spokane River from the east property line to the west property line and the four (4) public beach areas. The easement shall reserve to the Owner the right to trespass individuals, in accordance with State law, from the Open Space and Public accesses for uses which are outside the scope of the easement to the City, and which are inconsistent with the Owner's development and property rights.

28) All modification requests are adhered to, as stated below:

- Decrease the maximum building height to 55 feet rather than 63 feet as allowed by the R-34;
- Increase the maximum building height to 55 feet rather than 32 feet within 150 feet of the high-water mark as required by the Shoreline Ordinance;
- Remove the 431 unit mini-storage facility;
- Remove the single-family residential units along the Spokane River;
- Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
- The project would allow for 680 units, and one clubhouse.
- Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
- Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
- Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.

OTHER BUSINESS

**CITY COUNCIL
SUPPLEMENTAL STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER
DATE: MARCH 30, 2026
SUBJECT: ZC-1-26 ZONE CHANGE FROM MH-8 TO R-17
LOCATION: 0.522 +/- ACRE PARCEL AT 3620 N. FRUITLAND LANE

DECISION POINT / UPDATE:

At the City Council hearing on this item, Council directed staff to explore with the applicant whether a development agreement could be negotiated to secure the proposed nine (9) workforce housing units in conjunction with the zone change.

Staff contacted the applicant and the applicant's representative, Ed Morse. Following a discussion with his client, Mr. Morse sent the following response (email attached for the record):

“After our phone conversation, I had a conversation with my client about the difficulty of monitoring and managing such a small scale workforce housing project. We are in agreement that we will take this back to City Council and ask them to approve the zone change without the workforce housing Development agreement.”

The applicant has therefore elected **not** to pursue a development agreement that would restrict or obligate the property to workforce housing.

***Staff Note:** As stated in the original March 17, 2026 staff report (page 1 and Statement of Facts A8), the applicant's workforce housing concept was never a condition of the zone change request. If the zone change to R-17 is approved, **all uses permitted in the R-17 district will be allowed by right**, including the nine-unit multi-family project the applicant has described. No development agreement is required for the zone change itself unless required by City Council.*

The Planning and Zoning Commission previously recommended approval of the zone change by a unanimous 5-0 vote with no conditions. All other findings and analysis contained in the original staff report remain unchanged.

RECOMMENDATION: Staff recommends that Council should determine whether to approve the zone change without a development agreement or to deny the zone change for lack of a development agreement.

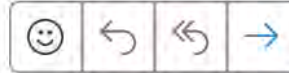
Attachment: Email from Ed Morse dated March 24, 2026

Re: workforce housing; definition, source data;



Ed Morse <morseandcoappraisers@...>

To HOLM, SEAN; mikereasor4@gmail.com



Tue 3/24



Follow up. Start by Tuesday, March 24, 2026. Due by Tuesday, March 24, 2026.

You forwarded this message on 3/24/2026 5:04 PM.

This message is part of a tracked conversation. [Click here](#) to find all related messages or to open the original flagged message.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sean:

After our phone conversation, I had a conversation with my client about the difficulty of monitoring and managing such a small scale workforce housing project. We are in agreement that we will take this back to City Council and ask them to approve the zone change without the workforce housing Development agreement.

Can you, as you get closer to the Council meeting, send me a copy of the agenda and approximate time when they will hold the public hearing on this matter? Hopefully, I don't have to attend the entire meeting if it is scheduled late in the agenda.

Regards

Ed Morse

ORDINANCE NO. _____
COUNCIL BILL NO. 26-1006

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 (MOBILE HOME AT 8 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: THE WEST 175 FEET OF TRACT 75, FRUITLANDS ADDITION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK C OF PLATS AT PAGE 12, RECORDS OF KOOTENAI COUNTY, IDAHO, WHICH IS A 0.522 +/- ACRE PARCEL LOCATED AT 3620 N. FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted;

NOW, THEREFORE,

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

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

The West 175 feet of Tract 75, Fruitlands Addition, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 12, records of Kootenai County, Idaho.

Commonly known as 3620 N. Fruitland Lane, Coeur d'Alene, Idaho.

is hereby changed and rezoned from MH-8 to (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre).

SECTION 2. That there are no conditions precedent to rezoning are placed upon the rezone of the property.

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. 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 March 17, 2026.

APPROVED this 7th day of April, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Zone Change – ZC-1-26
A 0.522 +/- ACRE PARCEL LOCATED AT 3620 N. FRUITLAND LANE

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 (MOBILE HOME AT 8 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: THE WEST 175 FEET OF TRACT 75, FRUITLANDS ADDITION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK C OF PLATS AT PAGE 12, RECORDS OF KOOTENAI COUNTY, IDAHO, WHICH IS A 0.522 +/- ACRE PARCEL LOCATED AT 3620 N. FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, a zone change for a 0.522 +/- Acre Parcel Located at 3620 N. Fruitland Lane, 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 7th day of April, 2026.

Randall R. Adams, City Attorney

**CITY COUNCIL MEETING
STAFF REPORT**

Date: April 7, 2026
From: Adam Rouse, Recreation Superintendent
SUBJECT: JEWETT HOUSE CARETAKER AGREEMENT

DECISION POINT: Should Council approve the Jewett House Caretaker Agreement with Peter and Vicky Clancy?

HISTORY: The Jewett House has under the same caretaker since 1985. At that time, a letter of appointment was the only agreement on record. In 2025, the appointment was terminated. Staff then posted an advertisement for the caretaker position requesting that interested applicants submit a resume and references by late November. The position was open through December and closed on January 9. A dozen applications were received and four couples were interviewed. Peter and Vicky Clancy were offered, and accepted, the offer to act as the Jewett House caretakers.

FINANCIAL ANALYSIS: There is no direct financial impact to the City. However, the Clancys will be provided private living quarters in the Jewett House and access to the Jewett House kitchen. The Clancys will not be considered employees of the City.

PERFORMANCE ANALYSIS: The agreement will formally capture expectations, commitment, and performance of the position, and allows for clarity for both parties. Under the general supervision of the Recreation Superintendent, the Clancys will maintain the Jewett House and grounds, assist with Jewett House programs and events, weekend and staff events, and perform related work as may be required by the Recreation Superintendent. They will maintain an adequate stock of supplies, equipment and materials to be used in maintenance and repair work; sweep, mop, wax, and buff floors, dust and polish furniture and woodwork, empty and clean waste receptacles, clean restrooms, wash windows, woodwork and walls. Further, they will regularly wash the exterior of the home, May to October. The Clancys will coordinate with facility users according to house guidelines, set up onsite meetings and activity rooms and areas, perform minor repair work on buildings, fixtures, and grounds, coordinate activities of outside repair and maintenance, and may collect and record donations. The Clancys will report all problems and changes in the condition of the facility to the Recreation Superintendent in a timely manner.

DECISION POINT / RECOMMENDATION: Council should approve the Jewett House Caretaker Agreement with Peter and Vicky Clancy.

RESOLUTION NO. 26-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE JEWETT HOUSE CARETAKER AGREEMENT WITH PETER AND VICKI CLANCY.

WHEREAS, Adam Rouse, Recreation Superintendent for the City of Coeur d'Alene, has recommended that the City of Coeur d'Alene enter into an agreement with Peter and Vicki Clancy for the provision of caretaker services for the Jewett House, pursuant to the terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Jewett House Caretaker Agreement with Peter and Vicki Clancy, 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 they are hereby authorized to execute such Agreement on behalf of the City.

DATED this 7th day of April, 2026.

Daniel K. Gookin, 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 GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

JEWETT HOUSE CARETAKER AGREEMENT

The City of Coeur d'Alene (hereinafter the "City") and Peter and Vicki Clancy (hereinafter the "Clancys") enter into this agreement for the provision of caretaker services by the Clancys for the Jewett House. The three-year agreement will begin May 1, 2026, and expire June 30, 2029.

The parties hereby agree as follows:

1. The goal and purpose of this agreement is to cultivate a positive, supportive partnership that contributes to a constructive environment at the Jewett House.
2. The first six months of residency will be a "probationary" period, to allow for open communication, clarifying terms of this working relationship, and determining the ability of the Clancys to carry out the duties required.
3. The appointment is at the discretion of the City. If termination is without cause, the City will give the Clancys at least sixty (60) days' written notice to vacate. If termination is for cause, the City will give the Clancys at least thirty (30) days' written notice. If termination is for a breach of this Agreement, the City will give the Clancys' seven (7) days to cure the breach prior to terminating the Agreement.
4. If performance meets expectations, this agreement may be extended for an additional three years at the sole discretion of the City. The City will not refuse to extend the agreement unreasonably or without cause.
5. The Clancys need not always be present at the house. However, the Clancys will generally be available during weekly senior hours, provide tours for weekend events, and be available whenever the Jewett House is open to the public. For weekend events, the Clancys will be onsite to monitor, properly care for the facility, and coordinate with users during their activity. The Clancys shall receive one weekend off a month from June through September, coordinating absences with the Parks and Recreation Department. For purposes of this agreement, the weekend is the period from Friday at 5:00 p.m. to Monday at 8:00 a.m. Months outside of June through September, weekends are not generally scheduled, however, senior activities do still take place Monday through Friday.
6. On the second floor on the west side of the house, the large room, enclosed sunroom, master bathroom, two bedrooms, "Jack and Jill" restroom, and north enclosed sunroom are designated as the Clancys' private living quarters. The main floor kitchen is also for the Clancys' use and may be used, at the discretion of the Clancys, on a very limited basis by other facility users. Personal visitors are allowed, PROVIDED, visitors are restricted to small groups and activities conducive to the character of the facility.
7. The Clancys shall not be considered employees of the City and shall not be considered agents of the City except in the performance of duties outlined herein.

DUTIES

8. Under the general supervision of the Recreation Superintendent, the Caretakers shall maintain the Jewett House and grounds, reside in the facility, assist with Jewett House programs and events, weekend and staff events, and perform related work as may be required by the Recreation Superintendent.
9. The Clancys shall maintain an adequate stock of supplies, equipment and materials to be used in maintenance and repair work; sweep, mop, wax, and buff floors, dust and polish furniture and woodwork, empty and clean waste receptacles, clean restrooms, wash windows, woodwork and walls. Further, the Clancys shall regularly wash the exterior of the home, May to October.
10. The Clancys shall coordinate with facility users according to house guidelines, set up onsite meetings and activity rooms and areas, perform minor repair work on buildings, fixtures, and grounds, coordinate activities of outside repair and maintenance, and may collect and record donations.
11. The Clancys shall report all problems and changes in the condition of the facility to the Recreation Superintendent in a timely manner. In the event an emergency affecting life safety or the structural integrity of the facilities, the Clancys shall report to the Recreation Superintendent as soon as practicable.

QUALIFICATIONS

12. The Clancys shall, always during the term of this Agreement:
 - a. Possess the knowledge of the practices, tools, equipment, and materials used in custodial work, and of good safety practices as applied to custodial work.
 - b. Possess the ability to perform outdoor maintenance.
 - c. Demonstrate the ability to operate tools and equipment used in custodial and minor maintenance work.
 - d. Follow and give complete and reasonable written and oral instructions.
 - e. Work independently.
 - f. Establish and maintain positive, effective working relationships with others.

CONDITIONS

13. The Caretakers work under the direction of the Recreation Superintendent. The Caretakers are not considered employees of the City of Coeur d'Alene and continued caretaking is at the will of the Parks and Recreation Department. The Department has established the following conditions regarding the appointment:

- a. A married couple with no additional dependents.
- b. Other employment obligations must allow one caretaker to be generally available at the house, especially during program hours.
- c. No home occupations may be carried on at the house.
- d. No pets are allowed.
- e. Carry Renter's Insurance for personal belongings.

COMPENSATION

14. The Caretakers shall have the free use of specified rooms of the Jewett House as living quarters, as designated by the Recreation Superintendent. Heat, electricity, water, and internet are paid for by the City. Supplies and equipment for repair and maintenance of the facility will be furnished by the City upon written request. Personal expenses are the responsibility of the Clancys. The City will pay an hourly monitoring fee of \$50 for weekend or special events, but not for the weekly senior activities. The Clancys will provide a recording of their time per event for payment. Disbursement shall be made monthly through City of Coeur d'Alene Accounts Payables and will require a completed IRS Form 1099.

CITY OF COEUR D'ALENE,

Daniel K. Gookin, Mayor

By: _____
Peter Clancy

By: _____
Vicky Clancy

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: April 7, 2026

FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.

SUBJECT: Sole Source Procurement for Tertiary Membrane Filtration (TMF)
Expansion Phase 5C.3A Project

DECISION POINT: Should Council:

1. Declare that Veolia Water Technologies & Solutions, Inc., is the only vendor reasonably available to provide membrane filtration equipment for the Wastewater Department's Tertiary Membrane Filtration Phase 5C.3A Project and the FY 2027 TMF Equipment Replacement Program; and
2. Authorize the Wastewater Department to negotiate a purchase agreement with Veolia Water Technologies & Solutions, Inc., for procuring the equipment?

HISTORY: The Tertiary Membrane Filtration (TMF) facility at the City's Water Resource Recovery Facility (WRRF) serves as the final treatment stage prior to discharging treated effluent into the Spokane River. Due to its complexity, the facility was developed in phases. Phase 5C.1, completed in 2014, provides treatment capacity of 1.0 million gallons per day (MGD) through Train No. 1. Phase 5C.2, completed in 2019, added four additional trains, increasing total capacity to 5.0 MGD. Although a sixth train was constructed, it was not equipped due to the Idaho Department of Environmental Quality Clean Water State Revolving Fund (SRF) loan constraints, and therefore procurement of membranes and associated equipment was deferred.

Phase 5C.3A will complete and equip Train No. 6, increasing total TMF capacity to 6.0 MGD. This project will provide additional redundancy in tertiary filtration treatment and help ensure continued compliance with the City's IPDES discharge permit. Current wastewater flows support the timing for this expansion. In addition, Phase 5C.3A will inform future decisions regarding membrane technology for eventual replacement of existing TMF systems.

PERFORMANCE ANALYSIS: On November 18, 2025, the City retained J-U-B Engineers, Inc. (Res. No. 25-065) to provide engineering design services for this project. In recent months, the Wastewater Department and J-U-B have evaluated multiple membrane technologies and vendors within the wastewater filtration industry. The objective was to identify a membrane system that can be integrated into existing Train No. 6, deliver a minimum capacity of 1.0 MGD, demonstrate proven performance at comparable facilities, and ensure compatibility with existing equipment, ancillary systems, and operational requirements.

Since the 2011 Low Phosphorus Demonstration Project, non-Membrane Bioreactor (MBR) reinforced hollow-fiber membrane technology has consistently demonstrated superior

performance and reliability for the City's wastewater treatment needs and has remained a key consideration in previous TMF projects. Although newer technologies exist, they either fail to meet required capacity standards or would require significant capital investment to retrofit the existing TMF facility. Additionally, these alternatives introduce increased operational complexity, raising the risk of improper operation.

Based on this evaluation, Veolia's ZeeWeed 500EV RX membrane system is the only solution that meets all the criteria for the City's existing TMF infrastructure.

DISCUSSION: Idaho Code § 67-2808(2) permits sole-source procurement when the governing body (Council) determines that only one vendor is reasonably available to provide the required property. As outlined in the *March 11, 2026 Technical Review Letter* (attached), the Wastewater Department has determined that Veolia's ZeeWeed 500EV RX membrane filtration equipment satisfies the criteria under § 67-2808(2)(a)(ii), where compatibility with existing equipment and systems is the paramount consideration, and § 67-2808(2)(a)(viii), where competitive solicitation is impractical or unreasonable under the circumstances. J-U-B Engineers, Inc., has provided additional supporting justification for this determination in its technical review

FINANCIAL ANALYSIS: Phases 5C.1 (\$8,670,376) and 5C.2 (\$20,000,000) were funded through separate State Revolving Fund (SRF) loans administered by the Idaho Department of Environmental Quality. In preparation for Phase 5C.3A, the Wastewater Department has planned and budgeted \$7,300,000 for this project, with funding available under Account No. 031-022-4354-7936.

DECISION POINT/RECOMMENDATION: Council should:

1. Declare that Veolia Water Technologies & Solutions, Inc. is the only vendor reasonably available to provide membrane filtration equipment for the Wastewater Department's Tertiary Membrane Filtration Phase 5C.3A Project and the FY 2027 TMF Equipment Replacement Program; and
2. Authorize the Wastewater Department to negotiate a purchase agreement with Veolia Water Technologies & Solutions, Inc., for the equipment needed.

March 11, 2026

Mr. Mike Becker
Capital Programs Manager
Wastewater Utility Department
City of Coeur d'Alene
765 W. Hubbard Avenue
Coeur d'Alene, ID 83814-3958

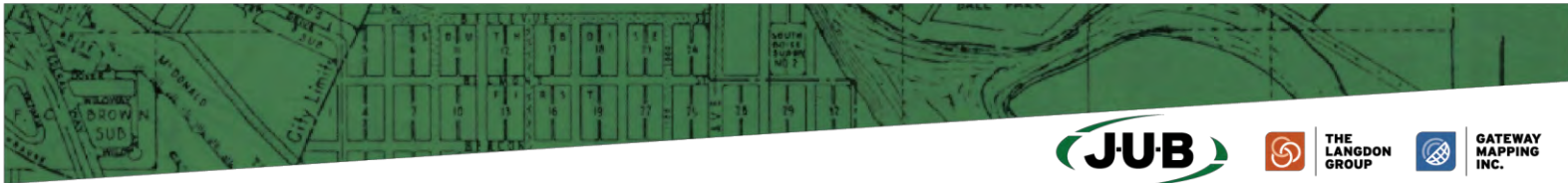
RE: TECHNICAL REVIEW FOR POTENTIAL SOLE SOURCING OF VEOLIA MEMBRANE EQUIPMENT FOR THE 5C.3A EXPANSION

Dear Mike:

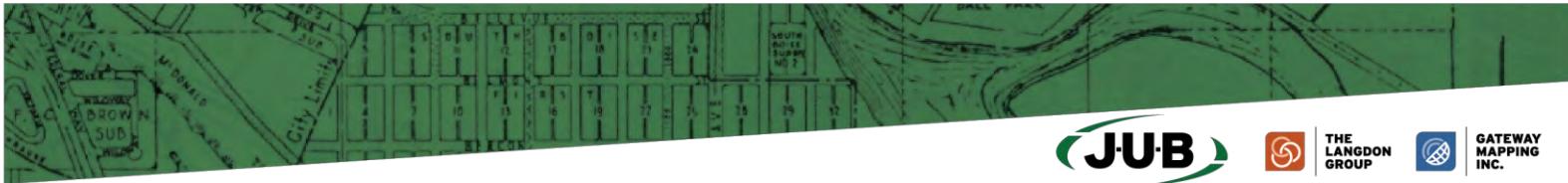
The existing Tertiary Membrane Filtration (TMF) process consists of five membrane trains originally supplied by Veolia Water Technologies & Solutions (Veolia), with a spare sixth basin available for expansion. The preliminary design effort for the 5C.3A expansion has focused on identifying and vetting membrane systems to populate Train #6. The evaluation has included an initial pre-screening of potential membranes that included hollow fiber polymeric membranes manufactured by Veolia or others, as well as alternative membrane options that included flat plate membranes, hybrid membranes (a combination of flat plate and hollow fiber), ceramic membranes, and pressure membranes. The Wastewater Department concluded in Workshop #3 on February 26, 2026, that proceeding with Veolia membranes for populating Train #6 is in the City's best interest based on desired capacity, documented experience in the industry, documented experience at your facility, compatibility with the existing membrane components and ancillary systems, and other factors.

Expanding the membrane system with the previous manufacturer may be permissible under Idaho Code Section 67-2808, which pertains to Emergency Expenditures and Sole Source Expenditures. For a sole source determination, part (b) states the following: "The governing board of a political subdivision may declare that there is only one (1) vendor if there is only one (1) vendor for the public works construction, services, or personal property to be acquired." The criteria listed in Section 67-2808 are included below with our input on technical matters.

- (2)(a)(i) *Where public works construction, services, or personal property is required to respond to a life-threatening situation or a situation that is immediately detrimental to the public welfare or property;*
 - Not applicable.



- (2)(a) (ii) *Where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration;*
 - Applicable.
 - Other membrane manufacturers use different module and rack configurations, permeate pumping configurations, backpulse / relax procedures for membrane optimization, cleaning regimens, and control methodologies. Additionally, the second system may require duplication of ancillary support processes such as backpulse pumping, air scouring, chemical feed, compressed air, etc. which would increase overall project capital cost.
 - Adding a different membrane system to the facility would require operation of two separate systems which would significantly complicate equipment, instrumentation, and control integration. Operations and maintenance (O&M) activities would increase and become more complicated, including day-to-day operations, weekly and biannual membrane cleaning, and storage and use of replacement parts. O&M costs and vendor-provided service would also be higher with two different membrane systems. Furthermore, increased complexity of operation would increase the risk of the facility maintaining continuous operation and not being able to reliably achieve the treatment levels required with the City's Idaho Pollutant Discharge Elimination (IPDES) permit limit. This could lead to fines from regulatory agencies and impacts to water quality and public health.
- (2)(a) (iii) *Where a sole supplier's item is needed for trial use or testing;*
 - Not applicable.
- (2)(a) (iv) *The purchase of mass-produced movies, videos, books, or other copyrighted materials;*
 - Not applicable.
- (2)(a) (v) *The purchase of public works construction, services, or personal property for which it is determined there is no functional equivalent;*
 - Not applicable.
- (2)(a) (vi) *The purchase of public utility services;*
 - Not applicable.
- (2)(a) (vii) *The purchase of products, merchandise, or trademarked goods for resale at a political subdivision facility; or*
 - Not applicable.
- (2)(a) (viii) *Where competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances.*
 - Applicable.
 - Competitive solicitation documents for membrane equipment would have to include estimates for the total installed cost at the facility, which is difficult to quantify during the bidding phase with much certainty. A vendor could attempt to "buy in" to the facility with



J-U-B FAMILY OF COMPANIES

a low equipment cost, thereby skewing the analysis and hiding costs that may not be fully understood until later stages of design, construction, or operation.

Based on the criteria listed in the Code and our discussions to date, we recommend pursuing acquisition of Veolia membrane equipment for the Phase 5C.3A expansion. Please review the technical input herein with your legal counsel to determine if sufficient justification exists for a sole source determination.

If you have any questions, please do not hesitate to call.

Sincerely,
J-U-B ENGINEERS, Inc.

Levi T. Shoolroy, P.E.
Project Manager

RESOLUTION NO. 26-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING THAT VEOLIA WATER TECHNOLOGIES & SOLUTIONS, INC., IS THE ONLY VENDOR REASONABLY AVAILABLE FOR THE PURCHASE OF TERTIARY MEMBRANE FILTRATION (TMF) EXPANSION PHASE 5C.3A EQUIPMENT, AUTHORIZING A SOLE SOURCE PURCHASE FROM VEOLIA WATER TECHNOLOGIES & SOLUTIONS, INC., AUTHORIZING THE WASTEWATER DEPARTMENT TO NEGOTIATE A CONTRACT WITH VEOLIA WATER TECHNOLOGIES & SOLUTIONS, INC., AND DIRECTING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT AS REQUIRED BY IDAHO CODE § 67-2808(2).

WHEREAS, Idaho Code § 67-2808(2) authorizes the City Council of the City of Coeur d'Alene to authorize sole source procurements where there is only one vendor for the required property reasonably available; and

WHEREAS, since the 2011, non-Membrane Bioreactor (MBR) reinforced hollow-fiber membrane technology has consistently demonstrated superior performance and reliability for the City's wastewater treatment needs and has been a key consideration in previous TMF projects; and

WHEREAS, although different technologies exist, they either fail to meet required capacity standards or would require significant capital investment to retrofit the existing TMF facility; and

WHEREAS, these different technologies introduce increased operational complexity, raising the risk of improper operation; and

WHEREAS, Veolia's ZeeWeed 500EV RX membrane system is the only system that satisfies all the criteria for the City's existing TMF infrastructure; and

WHEREAS, purchase of the membrane system from Veolia Water Technologies & Solutions, Inc., meets the requirements for a sole source procurement as it is the only vendor of reasonably available where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration, and where there is no functional equivalent for the property required for the City's TMF facility.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, Idaho, that Veolia Water Technologies & Solutions, Inc., is the only vendor reasonably available for the property required to be purchased for the City's TMF facility.

BE IT FURTHER RESOLVED that the City Clerk is directed to publish the notice of a sole source procurement as required by I.C. § 67-2808(2).

BE IT FURTHER RESOLVED that the Wastewater Department is authorized to negotiate a purchase agreement with Veolia Water Technologies & Solutions, Inc., for the ZeeWeed 500EV RX membrane system, and to enter into the agreement at least fourteen (14) days after the required publication.

DATED this 7th day of April, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

STAFF REPORT

DATE: April 7, 2026

FROM: Craig Etherton, Deputy Fire Marshal

SUBJECT: Third Party Fire Protection Systems Inspections

DECISION POINT: CDAFD requests support from Mayor and Council to use a third-party inspection company to assist in verifying service records on fire protection systems within commercial occupancies.

HISTORY:

- The Fire Code requires business and property owners to ensure their fire protection systems are serviced and maintained per fire code requirements.
- Business and property owners are required to present service reports if requested by the FD. Service Inspection, Testing, and Maintenance (ITM) companies are requested to send copies of inspection reports to the FD.
- Currently 3 of around 12 ITM companies send in service inspection reports regularly. We are seeing deficiencies and violations reported for multiple years.
- We currently do not have accurate records of the types and service records of fire protection systems within our community.
- Fire Prevention staffing levels have remained the same, or technically decreased, for 20 years despite the continued growth in our community.
- We previously used Engine Companies to assist Prevention staff in conducting commercial occupancy inspections. Current calls for service no longer allow for this program to be widely used.

FINANCIAL ANALYSIS: Third-party inspection companies work with our local ITM companies to schedule and record all fire protection system inspection reports. The ITM contractors pay a fee to submit inspection reports to the third-party company. The ITM companies can determine how to distribute that report filing fee. **There is no cost to the Fire Department or City.** However, the program that we would like to use does offer additional modules which we believe may be able to substitute for current modules that we pay annual subscriber pricing for in our records management system (RMS). This may decrease our annual cost for our RMS saving money in future years.


PERFORMANCE ANALYSIS:

- We currently do not have a good record keeping process to determine the number and types of fire protection systems in our commercial occupancies. Our Administrative Assistant position was previously helping us to file and manage received reports-**This position is currently vacant.**

- Fire protection systems in our commercial properties are the first line of defense for protection of life and property.
- Ensuring that fire protection systems are maintained and operational provides greater security to our citizens and valued guests.
- Establishing better inspection reporting may have a positive impact on our ISO ratings which can decrease fire insurance premiums.
- The CDA Resort could see an increase in their annual system testing and maintenance of approximately \$138 or \$23 per 6 different fire protection systems.
- All jurisdictions around us are now using similar programs so all testing and maintenance companies are familiar with their use. **We have also seen invoices that indicate that customers are being charged for the service even though CDA Fire does not currently participate.**

DECISION POINT/RECOMMENDATION:

- The ITM companies are charged the fee to participate in this program, and they will more than likely pass this fee on to the end user. Cost is \$23/system report submitted.
- Your Fire Department would ask for support for this program and signing the contract with Life Inspection Vault (LIV) for third party inspection, testing, and maintenance reporting as it increases public safety while not requesting additional personnel or city funds to tackle this immense project.



**Presentation to CDA
City Council**

**Third Party Inspection
Program**

The logo for the Coeur d'Alene Fire Department is a Maltese cross with a yellow border. The top arm contains the word "FIRE" in yellow. The bottom arm contains "DEPT." in yellow. The left arm features a fire hydrant, and the right arm features a fire hose. The center of the cross depicts a sailboat on a lake with mountains in the background. A yellow banner across the middle of the cross reads "COEUR D' ALENE" in black capital letters.

1

THIRD PARTY INSPECTIONS

- Uses a third party inspection management company to facilitate fire code compliance of annual fire protection system maintenance.

2

THIRD PARTY INSPECTIONS

- IFC 108.1 Maintenance of Safeguards – systems must be maintained and operational
- IFC 108.3 Recordkeeping – maintained on premises and available to the FD
- **Fire Code Official is authorized to prescribe the form and format of such recordkeeping. The FCO is authorized to require that certain required records be filed with the FCO.*
- IFC 108.4 Supervision – maintenance must be done under the supervision of a responsible party.

3

THIRD PARTY INSPECTIONS

- What types of fire protection systems are we talking about?
- Fire sprinklers
- Fire Alarms
- Standpipes
- Fire Pumps
- Fire Extinguishers
- Kitchen Hoods
- Emergency lights
- Exit Illumination
- Fire Doors
- Elevators



4

THIRD PARTY INSPECTIONS

- Why do we need this?
 - Staffing in the fire prevention division has remained unchanged for the last 20 years while growth has outpaced our ability to perform at our desired level of service
 - We do not have a complete picture of the current existing fire protection systems within our City and their current readiness level.
 - Water keeps records of backflow devices – make notes of fire sprinkler systems.
 - We changed RMS twice and historical data interfacing with the new systems are not great
 - The company we are looking at has some additional modules that may allow us to more affordably manage our property data.
 - **WE WANT TO ENSURE ALL FIRE PROTECTION SYSTEMS THAT PROTECT PROPERTY IN THE City OF CDA ARE MAINTAINED AND OPERATIONAL.**

5

PROOF IN NUMBERS

ITM REPORTING



SYSTEMS NOT INSPECTED
An estimated 44% of fire and life safety systems are not inspected, serviced or maintained every year.



LIMITED RESOURCES
Fire Departments across the nation claim that responsibilities have increased while budgets and staff have decreased. 75% say that they aren't able to do annual occupancy inspections.



REDUCE FALSE ALARMS
With regular maintenance on fire alarm systems you can reduce false alarm call outs by up to 32%. Saving your department time & money.

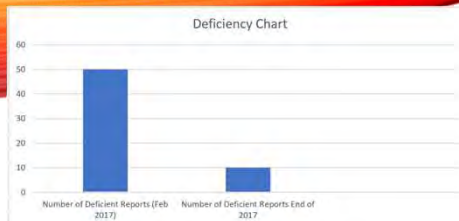
6

THIRD PARTY INSPECTIONS

- What does this mean – Third party Inspections
 - An outside company will help us manage the many individual ITM (Inspection/Testing/Maintenance) companies that operate within our City.
 - They come to our City and meet with all ITM companies that operate here.
 - They train them on the use of their system
 - They meet with FD and create discrepancy forms and violation letters which will be on FD letterhead but auto generated at the time an inspection is loaded into the program.
 - Program shows our inspectors any inspections conducted each day and splits out systems with issues to resolve
 - Shows when letters are sent and allows the inspectors to concentrate on repairing down systems rather than having to review everything.

7

THIRD PARTY INSPECTIONS



Search PO Locations

Search By Location(s)

Number: Prefix:
 Street Name: City:
 State: PIN#
 PO Name: Occupant Name:

[Search Location](#) [Clear](#) [Export to Excel](#)

NOTE: *Enter one or more fields to search

Primary PO ID	Alternate PO ID	Street Name	Prefix	Number	Unit #	City	State	Occupant Name	Location	Region	PIN	District	Station	HazMat Attachment	Action	Open Report Icon	Deficient Report Icon	Notes
		Barrington Rd	S	1475	12	Barrington	Illinois	Motor works of barrington	1475 - s - barrington rd - #12		0218							
		Beech Ave		9708		Crystal Lake	Illinois	AT&T	9708 - beech ave									
	PO11113	Center St	E	415		Sandwich	Illinois	Home store llc	415 - e - center st	Athletic								
	PO11113	College Ave		501		Wheaton	Illinois	Wheaton college	501 - college ave									
	PO11113	College Ave		595		Dekalb	Illinois	Altged hall 001	595 - college ave	Amberly Apartments	2016-33333							

8

THIRD PARTY INSPECTIONS

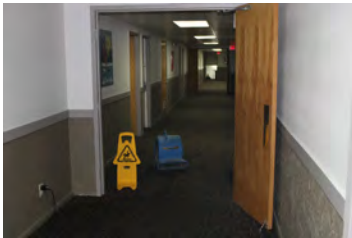
Our current duties include

- plan review and permit occupancy inspections,
- licensure inspections,
- life safety inspections,
- public education,
- response to 911 calls,
- meetings with City departments and our community,
- event planning and inspections.

9

THIRD PARTY INSPECTIONS

- Real life Incident
 - Motel room fire on Appleway
 - Fire with sprinkler activation
 - No Fire Alarms attached
 - Missing fire doors found by firefighters
 - Dirty sprinkler heads found throughout
 - Sprinkler system not up to date on service
 - Exit lighting in need of repair



10

THIRD PARTY INSPECTIONS

- What does it cost?
 - \$18 per system inspection paid by the ITM company to the Third Party Inspection Company
 - Individual ITM companies determine how that fee is passed on
 - **\$0 to the Fire Department or City**
 - We are looking at adding the option to have their company do an initial review of the submitted reports. Additional \$5 per submitted report
- Some departments have added additional fees and used the money to fund additional personnel within the FD.

11

Contractor Benefits



REVENUE

With more code enforcement contractors will have an opportunity for increased revenue.



AUTOMATIC NOTICES

Reminders are sent out to building owners of renewal, past due, and deficiencies.



DIGITAL REPORTS

We provide inspection companies the option to use digital inspection reports.

www.livsafe.com

12

THIRD PARTY INSPECTIONS

- What systems can be charged?
- Fire sprinklers
- Fire Alarms
- Standpipes
- Fire Pumps
- Fire Extinguishers
- Kitchen Hoods
- Emergency lights
- Exit Illumination
- Fire Doors
- Elevators
- Back flow devices – Could partner with the Water Department

13

THIRD PARTY INSPECTIONS

- We are asking for the support of council for this alternative method of performing fire protection system inspection compliance
 - There is a contract to deal with the data collection ownership, so we needed to bring this to council. Legal and I.T. have reviewed and don't have any concerns.
- What company are we going to choose?
 - Currently looking at Life Inspection Vault (LIV) or LIV Safe
 - First company to bring this concept to us
 - Based in Idaho
 - Cheapest option
 - Additional modules for life safety inspections and preplans which may allow us to decrease modules of our current RMS.

14

WHY AHJs CHOOSE LIV

The Smart Way to Manage Fire & Life Safety Compliance

TOP REASONS TO USE LIV

- NO COST TO DEPARTMENT**
 - Full access to powerful tools at no cost to Departments.
- LIVE COMPLIANCE TRACKING**
 - Instantly see new reports or resolved deficiencies.
- AUTOMATED NOTICES**
 - Get reminders and status updates without manual work.
- SMART PREVENTION**
 - Spot trends and focus on high-risk areas.
- MOBILE ACCESS**
 - View inspections and updates from anywhere, anytime.
- BETTER ISO SCORES**
 - Structured data helps meet ISO requirements.
- REDUCED RISK**
 - Boost system compliance with less effort and fewer false alarms.

KEY FEATURES

- Third-Party Contractor Reporting
- Annual Inspections
- Deficiency Tracking
- Permit Management
- Pre-Plan Mapping
- 2-Way Communication Tools
- Inspection Company Oversight
- Custom Forms
- Reports & Analytics

WHAT SETS LIV APART

- Built for Fire Marshals, by Industry Experts
- Trusted by AHJs Nationwide
- Top-Rated Support Team
- Own Your Data – Always
- Fast Implementation & Easy Training

15

THIRD PARTY INSPECTIONS

- Review
 - \$0 to Fire Department or City
 - Cost effective option to increasing our current level of service (not seeking additional FTE)
 - Increase compliance and tracking of fire protection system service. (may positively impact our ISO ratings)
 - Increase Public Safety through ensuring proper maintenance and service of fire protection systems

16



THIRD PARTY INSPECTIONS

- Questions??

RESOLUTION NO. 26-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT AND ADDENDUM WITH LIFE INSPECTION VAULT (LIV) FOR THIRD PARTY INSPECTIONS FOR THE FIRE DEPARTMENT.

WHEREAS, Craig Etherton, Deputy Fire Marshal for the City of Coeur d'Alene, has recommended that the City of Coeur d'Alene enter into an agreement, together with an addendum, with Life Inspections Vault (LIV) for third party inspections, pursuant to the terms and conditions set forth in an Agreement and its Addendum, copies of which are attached hereto as Exhibits "A" and "B" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement and addendum with Life Inspections Vault (LIV) for third party inspections, 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/or Addendum to the extent the substantive provisions of the Agreement and Addendum remain intact.

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

DATED this 7th day of April, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

Software as a Service Agreement

This Software as a Service Agreement ("**Agreement**"), dated as of <Date>, 2026 ("**Effective Date**"), is between Life Safety Inspection Vault LLC, a Delaware limited liability company ("**LIV**"), and the City of Coeur d'Alene a municipal corporation of the State of Idaho, with a principal place of business at 710 E. Mullan Ave., Coeur d'Alene, Idaho ("**Client**").

Acknowledgement and Acceptance.

1.1 LIV provides, through use of LIV's proprietary web-based application ("**Vault**"), a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client ("**Services**"), facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction.

1.2 The Services are owned and operated by LIV and are being provided to Client under this Agreement. Vault is controlled and offered by LIV from its facilities in the United States of America and is intended for use by United States residents only. LIV makes no representations that either the Services or Vault are appropriate or available for use in other jurisdictions. If you are a non-U.S. resident and access Vault, you do so at your own risk and are responsible for compliance with local laws and regulations.

1.3 LIV PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CLIENT ACCEPTS AND COMPLIES WITH THEM. REGISTERED USER ACKNOWLEDGES THAT IT (A) HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) ACCEPTS THIS AGREEMENT AND AGREES THAT CLIENT IS LEGALLY BOUND BY ITS TERMS; (C) ACCEPTS AND AGREES TO BE BOUND BY LIV'S WEBSITE TERMS OF USE (AVAILABLE AT [HTTPS://WWW.LIVSAFE.COM/TERMS-OF-SERVICE](https://www.livsafe.com/terms-of-service)) AND LIV'S PRIVACY POLICY (AVAILABLE AT [HTTPS://WWW.LIVSAFE.COM/PRIVACY-POLICY](https://www.livsafe.com/privacy-policy)); AND (D) REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND ITSELF TO ITS TERMS. IF CLIENT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LIV WILL NOT AND DOES NOT PROVIDE ACCESS TO THE SERVICES TO CLIENT AND IT MUST NOT ACCESS OR ATTEMPT TO ACCESS THE SERVICES OR DOCUMENTATION.

1.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR CLIENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, EXCEPT FOR THE LICENSE TO DOCUMENTATION UNDER SECTION 3.3, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SERVICES THAT CLIENT DID NOT ACCESS LAWFULLY.

2. Definitions.

- (i) **“Aggregated Statistics”** means data and information related to Client’s use of the Services that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- (ii) **“Agreement”** means, collectively, this Agreement, any applicable Registration Form(s), and any operating rules, policies, and procedures that LIV may publish from time to time on Vault.
- (iii) **“Authorized User”** means Client’s employees, consultants, contractors, and agents as indicated on the Registration Form (A) who are authorized by Client to access and use Vault and the Services under the rights granted to Client by this Agreement and (B) for whom access to Vault has been purchased under this Agreement. Third party inspectors will not be considered employees, agents, consultants, or contractors of Client unless specifically designated in writing by the Client.
- (iv) **“Documentation”** means any user manuals, handbooks, and guides relating to the Services provided by LIV, in its discretion, to Client either electronically or in hard copy form/end user documentation relating to the Services available at livsafe.com.
- (v) **“Registration Form”** means, to the extent required by LIV, an order form in form and substance acceptable to LIV, filled out and submitted by or on behalf of Client, and accepted by LIV, for Client’s access to the Services as provided under this Agreement.
- (vi) **“Client Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Services.
- (vii) **“LIV IP”** means the Services, Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV’s monitoring of Client’s access to or use of the Services, but does not include Client Data.
- (viii) **“Third-Party Products”** means any third-party products provided with or incorporated into the Services.

3. Access and Use.

3.1 Registration. In order to use Vault and the Services, the Client must: (a) provide certain current, complete, and accurate information about the Client as required by LIV

or as required by the Registration Form, as applicable; and (b) maintain and update such registration information (“**Registration Data**”) as required to keep such information current, complete and accurate. If any Registration Data that the Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate the Client’s account and the Client’s rights to use the Services.

3.2 Provision of Access. Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 12.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client’s internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access the Services.

3.3 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 12.8) license to use the Documentation during the Term solely for Client’s internal business purposes in connection with its use of the Services.

3.4 Use Restrictions. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (d) remove any proprietary notices from the Services or Documentation; (e) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person’s intellectual property or other rights, or that violates any applicable law; or (f) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client will not be liable for and will have no obligations as to use of Vault by third party contractors that inspect, test, and maintain fire protections systems.

3.5 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

3.6 Data Storage. LIV will not place any limits on the amount of memory or other computer storage that the Client may utilize through the Services.

3.7 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client’s and any Authorized User’s access to any portion or all of the Services if:

- (a) LIV reasonably determines that (i) there is a threat or attack on any

of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of the Services to Client or any Authorized User is prohibited by applicable law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access the Services; (any such suspension described in subsections 3.7(a) and (b), a "**Service Suspension**").

LIV shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. LIV shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

3.8 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into the Services. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

3.9 LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

3.10 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV will securely dispose of all Client Data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National

Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

4. Client Responsibilities.

4.1 General. Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4.2 Third-Party Products. LIV may from time to time make Third-Party Products available to Client. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and any applicable flow through provisions. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

5. Fees and Payment. From and after the Effective Date, Client shall pay fees to LIV for the Services as follows:

5.1 Fees.

(a) Unless a certain report type is noted as an exception on the Registration Form (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$18.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$18.00 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees.

(b) As part of the Services, LIV will collect all fees, including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

(c) If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

5.2 Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on LIV's income.

6. Confidential Information.

6.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

6.2 Nondisclosure and Nonuse.

(a) The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

(b) Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such

copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

(d) The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party. However, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

7. Intellectual Property Ownership; Feedback.

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LIV to provide the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement. Client represents and warrants to LIV that Client has all right and authority to grant LIV the license in this Section 7.2.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

8. Warranty.

8.1 Vault and Services Warranties. LIV represents and warrants to Client that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any

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reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark, or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

8.2 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

8.3 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 8, VAULT AND THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND “AS AVAILABLE” AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 8, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LIV MAKES NO WARRANTY OF ANY KIND THAT THE LIV IP, OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, LIV DISCLAIMS ALL WARRANTIES RELATED TO THIRD-PARTY PRODUCTS. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT’S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV’S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 8, AND CLIENT’S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 9 AND SECTION 10, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

9. Indemnification.

9.1 LIV Indemnification.

(a) LIV shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by Client to the extent resulting from any third-party claim, suit, action, or

proceeding (“**Third-Party Claim**”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Client promptly notifies LIV in writing of the claim, cooperates with LIV, and allows LIV sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Client shall permit LIV, at LIV’s sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue use. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

(c) This Section 9.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (ii) modifications to the Services not made by LIV; (iii) Client Data; or (iv) Third-Party Products.

9.2 Client Indemnification. Client is not required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

(a) Any Losses arising out of or related to Client’s breach of any of Client’s representations, warranties, or obligations under this Agreement; and

(b) Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action based on Client’s or any Authorized User’s (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH LIV’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL LIV’S LIABILITY UNDER THIS SECTION 9 EXCEED \$10,000.

10. Assumption of Risk; Limitation of Liability.

10.1 Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV’s control; and (d) LIV does not own, operate, or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks

arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any person or entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

10.2 Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.3 Exceptions. The exclusions and limitations in Section 10.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Confidential Information); and (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; and (c) a party's obligation to pay attorneys' fees and court costs in accordance with Section 12.7.

11. Term and Termination.

11.1 Term. The term of this Agreement begins on the Effective Date and runs thereafter until terminated by Client or LIV as set forth below (the "**Term**").

11.2 Termination. In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement:

- (a) for any or no reason upon 90 days notice to the other party;
- (b) effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure,

remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) effective immediately, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

LIV is not liable to the Client or any third party for any such termination.

11.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 6, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund.

11.4 Survival. This Section 11.4 and Sections 2, 6, 7,8.3, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

12.1 Relationship of Parties. In performing services under this Agreement, Client is acting as an independent contractor to LIV. This Agreement does not create a partnership, employment, agency, joint venture, or similar relationship between the parties. LIV is not liable for Client's acts or omissions, and Client has no authority to bind LIV to any liability without LIV's written authorization. In addition, LIV has no right or authority to control Client's conduct in the course of Client performing services on behalf of LIV.

12.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, the Registration Form(s), and any Exhibits, constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; (c) third, any Registration Form; and (d) fourth, any other documents incorporated herein by reference.

12.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and will be given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livesafe.com

To Client: Coeur d'Alene Fire Department
Attn.: Fire Marshal
Phone: 208-769-2340
Email: Cetherton@cdaid.org

12.4 Force Majeure. In no event will LIV be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond LIV's reasonable control, including acts of God, flood, fire, earthquake, other disasters or catastrophes, such as epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.5 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.6 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this SOFTWARE AS A SERVICE AGREEMENT – 12

Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

12.7 Governing Law; Attorneys' Fees. This Agreement is governed by and must be construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Idaho. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by law.

12.8 Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without LIV's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 12.8 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

12.9 Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

12.10 US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

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

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

12.13 Equitable Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under any of Section 3.4, Section 6, or Section 7 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. LIV acknowledges and agrees that a breach or threatened breach by LIV of any of its obligations under Section 6 or Section 7 would cause Client irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Client will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. The remedies stated in this Section 12.12 are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.14 Interpretation. In this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form and all Exhibits other documents referred to herein must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.15 Counterparts. This Agreement may be signed by any number of counterparts, each of which will be deemed an original, and all of which constitute the same Agreement. Delivery of an executed counterpart signature page of this Agreement by electronic means (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com, or other electronic means intended to preserve the original graphic and pictorial appearance of a document) has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

Life Safety Inspection Vault LLC,
a Delaware limited liability company

Coeur d'Alene Fire Department,
a municipal corporation of the State of ID

By: _____

By: _____

Name: Cole Harding _____

Name: _____

Title: President of LIV _____

Title: _____



ADDENDUM

Client Name/Organization:

<Client Name>
<City, State>

Initial Term (Months):

To be contemporaneous with the Term of the Agreement

LIV Account Executive:

Cole Harding
Phone (208) 254-7718
Email: Cole.Harding@livesafe.com

Client Primary Point of Contact:

<Client Contact/Title>
Phone: () -
Email:

Client Physical Address:

<Address>
<Address>

Client Billing Address (as needed):

This addendum for Compliance Review Services ("**Addendum**"), dated effective as of , 20 ("Addendum Effective Date"), is by and between the undersigned Client and Life Safety Inspection Vault LLC, a Delaware limited liability company ("**LIV**"), and is made part of the **Master Services Agreement** dated as of , 20 ("**Agreement**"), by and between Client and LIV. Capitalized terms used, but not otherwise defined, in this Addendum have the meanings given to them in the Agreement.

Compliance Review Services. Client hereby subscribes for the Compliance Review Services. The "**Compliance Review Services**" consist of a remote, desktop-based review of submitted fire and life safety ITM Reports and associated deficiency remediation efforts for commercial properties within Client's jurisdiction. The Compliance Review Services are designed to assist Client in its efforts to ensure that all ITM reports submitted to Client via the Services adhere to relevant fire and life safety codes, local amendments, and established enforcement policies. Client remains responsible for overseeing the Compliance Review Services to ensure that the results are acceptable to Client. Although LIV will use commercially reasonable efforts to ensure deficiencies in reviewed ITM Reports are identified, LIV has no liability for any failure to identify deficiencies or code violations. Compliance Review Services are further described in Exhibit A to this Addendum.

Subscription Term. The Compliance Review Services subscription will begin on the Addendum Effective Date and continue during the Term of the Agreement.

Section 3.1 (Term of the Agreement) of the Agreement is amended to provide that the Term will automatically renew for consecutive additional one year terms on each anniversary of the Effective Date (each, a "**Renewal Term**", and collectively with the Initial Term, the "**Term**"), unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the end of the then-current Renewal Term.

Fees and Payment. LIV will collect and retain from each user submitting an inspection report an additional fixed fee of Five Dollars (US\$5.00) for each system inspection submitted (the "**CRS Fee**"). The CRS Fee specified is effective as of the Addendum Effective Date. LIV may increase the CRS Fee for any Renewal Term by providing written notice of the increase to Client at least ninety (90) days prior to the end of the then-current Renewal Term. The CRS Fee is exclusive of any applicable taxes. LIV will invoice for taxes as applicable.

In addition to the CRS Fee, as of the Addendum Effective Date, the Fixed Fee to be collected by LIV on behalf of Client will be increased from the current Fifteen Dollars (US\$15.00), to Eighteen Dollars (US\$18.00), for each system inspection submitted, and for any Exceptions will not exceed Eighteen Dollars (US\$18.00), per report. The Inspection Fees to be collected by LIV on behalf of Client will remain at Five Dollars (US\$5.00).

Client Responsibilities.

- (1) Use by Authorized Users. Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by LIV, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client will ensure that Authorized Users comply with the terms and conditions contained in the Agreement, as amended by this Addendum.
- (2) Client Systems and Cooperation. Client will provide all data, information, and assistance as LIV may reasonably request to enable LIV to exercise its rights and perform its obligations under and in connection with the Agreement, as by this Addendum.
- (3) Accuracy of Information; Letters. LIV is not responsible for the accuracy of any of the information inputted into the Services, including map data, contact information, or business or system information, whether inputted by Client, its affiliates, Authorized Users, third-party inspection companies (each an "**IC**"), property owners, third-party data sources, LIV, or otherwise. LIV may include examples and templates

for letters and other communications to business owners or ICs. The letters and communications may be customized and/or approved by Client, and LIV is not responsible for their content.

(4) Submission of Inspection Reports. Client will require all ICs to submit inspection reports through the Services.

Disclaimer. THE SERVICES, INCLUDING THE COMPLIANCE REVIEW SERVICES BEING ADDED BY THIS ADDENDUM, MAY PROVIDE CLIENT WITH DATA, INFORMATION, ASSESSMENTS, OR RECOMMENDATIONS REGARDING SYSTEMS, BUILDINGS, REPORTS, INSPECTIONS, OR PROCESSES TO ASSIST CLIENT IN THE MANAGEMENT OR DECISION-MAKING OF SUCH SYSTEMS, BUILDINGS, REPORTS, INSPECTIONS, OR PROCESSES. CLIENT WILL BE SOLELY RESPONSIBLE FOR CLIENT DECISIONS OR ACTIONS TAKEN BASED ON THE DATA, INFORMATION, OR RECOMMENDATIONS PROVIDED. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY ANY ACT OR OMISSION BY LIV, LIV SHALL HAVE NO LIABILITY IN RELATION TO ANY SERVICES FOR ANY DAMAGE TO PEOPLE OR PROPERTY, RESULTING FROM THE FAILURE OF INSPECTED SYSTEMS OR INACCURATE OR INCOMPLETE INFORMATION INPUT INTO THE SYSTEM BY A THIRD PARTY. THE SERVICES DO NOT INCLUDE ANY RESPONSIBILITY RELATED TO PHYSICAL CONDITIONS AT THE PROPERTY OR THE ACCURACY OF DATA GATHERED BY THE ICS OR ANY OTHER THIRD PARTY.

Reaffirmation. Except as expressly amended or modified by this Addendum, all of the terms, conditions, and other provisions of the Agreement will continue in full force and effect in accordance with their respective terms. In the event of any conflict or ambiguity between the terms of this Addendum and those of the Agreement, the terms of this Addendum will control solely with respect to the subject matter of this Addendum from and after the Addendum Effective Date. The Agreement, as amended by this Addendum, constitutes the entire understanding and agreement between the parties with respect to the subject matter herein and therein, and supersedes any and all prior or contemporaneous communications or agreements, whether written or verbal, with respect to such subject matter.

Authority & Execution. Each party warrants that : (1) it has the legal power to enter into this Addendum; (2) the signatory hereto has the authority to bind the applicable organization; and (3) when executed and delivered, this Addendum will constitute the legal, valid, and binding obligation of such party, enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies. In no event will LIV be bound to provide any Services until this Addendum is executed by a duly authorized LIV representative. Presentation of this Addendum to Customer for signature does not obligate LIV to execute this Addendum. By signing below, Customer and LIV agree to the terms of this Addendum. Once signed, any reproduction of this Addendum made by reliable means is considered an original.

Please sign below indicating your acceptance of this Addendum:

Signature: Title:

Name: Date:

Accepted by LIV:

Signature: Title:

Name: Date:

Exhibit A

LIV Compliance Review Services – Scope of Service

1. Introduction and Purpose

The purpose of this Scope of Service is to formally define the activities, boundaries, deliverables, and responsibilities for the Compliance Review Services to be provided by LIV. The Compliance Review Services will be managed by LIV's Director of Industry Solutions. The core goal of the Compliance Review Services is to assist Client in its efforts to ensure that all Inspection, Testing, and Maintenance ("ITM") reports submitted to Client via the LIV platform adhere to relevant fire and life safety codes, local amendments, and established enforcement policies.

2. Scope and Applicability

The Compliance Review Services are a remote, desktop-based review of submitted ITM compliance data to check against agreed-upon compliance mandates as described below.

Component	Description
Applicable Entity	The Authority Having Jurisdiction (Client) utilizing the LIV ITM compliance platform.
Area of Focus	Review of fire and life safety ITM reports and associated deficiency remediation efforts for commercial properties within Client's jurisdiction.
Relevant Compliance Mandates	The parties must agree in writing on the specific national fire codes (e.g., NFPA standards), state-mandated fire/life safety laws, and formally adopted local ordinances and amendments against which the ITM reports will be reviewed.
Exclusions	The service specifically excludes on-site physical inspection of properties, financial audits of Client, and enforcement/legal actions required to achieve compliance.

3. Objectives of the Review

The primary objectives of the Compliance Review Services are to:

- **Scale Review Capacity:** Accelerate the approval process for compliant reports by leveraging expert fire code professionals.
- **Identify Non-Compliance:** Review submitted ITM reports to check for technical inaccuracies, incompleteness, and misalignment with applicable fire codes. ("**Errors**") Although LIV will use commercially reasonable efforts to identify any Errors, LIV cannot guaranty that all Errors will be identified.
- **Standardize Feedback:** Provide feedback, correction notices, and deficiency reports provided to third-party inspection firms in a manner designed to be clear, consistent, and directly linked to specific code sections.
- **Improve Remediation:** Provide information needed to strengthen coordination between Client, third-party inspectors, and property owners to accelerate the resolution and re-submission of deficient reports.
- **Enhance Audit Readiness:** Maintain a transparent, traceable log of all review activities, feedback, and approvals within the LIV platform for audit purposes.

4. Compliance Review Methodology

The review is executed in a systematic, four-phase process integrated with the LIV platform workflow:

Phase 1: Planning and Scoping

- **Code Confirmation:** Formal reception and acknowledgment of Client's specific local codes and amendments to be used as the definitive standard for review. Client will provide access to specific codes and amendments.
- **System Access Verification:** Ensure the LIV Compliance Review Specialist has the necessary access permissions within Client's LIV platform instance.

Phase 2: Report Processing and Review (Fieldwork)

- **Initial Triage:** Automatically flag ITM reports submitted via the LIV platform based on pre-set criteria (e.g., major system failure noted, impairments, repeated deficiency).
- **Expert Review:** The LIV Compliance Review Specialist performs a desk review of the report, utilizing established procedures and code references.
- **Finding Documentation:** Reports with Errors are flagged within the LIV platform, and the LIV Compliance Review Specialist documents code-based findings, citing the specific code section violated.

Phase 3: Communication and Correction

- **Feedback Dissemination:** The LIV Compliance Review Specialist sends the standardized deficiency notices directly to the third-party inspection firm or property manager via the LIV platform.
- **Correction Review:** The LIV Compliance Review Specialist reviews subsequent re-submissions or correction responses for compliance.
- **Resolution:** Upon successful verification of compliance, the LIV Compliance Review Specialist electronically approves the report within the LIV platform, finalizing the review cycle.

Phase 4: Analysis and Reporting

- **Performance Metrics:** Provide Client with monthly/quarterly reports detailing review volumes, common deficiencies, third-party inspection firm performance trends, and average time-to-compliance.
- **Strategy Meeting:** Hold periodic meetings with Client leadership to discuss system-wide trends and potential opportunities for procedural improvements.

5. Deliverables

Deliverable Type	Description	Frequency
Reviewed/Approved Reports	Electronic approval and log of all compliant ITM reports within the LIV platform.	Ongoing (real-time)
Deficiency Notices	Standardized, code-referenced notices issued to inspection firms for reports requiring correction.	Ongoing (real-time)
Audit Log & Traceability	Record of every review action, comment, and decision logged and preserved within the LIV platform.	Continuous
Client Trend Analysis Report	High-level summary of deficiencies, common code violations, inspection firm performance, and review volume statistics.	Quarterly

6. Roles and Responsibilities

Role	Responsibility
LIV Director of Industry Solutions	Accountability: Overall quality assurance, strategic direction, final service agreement maintenance, and backup of Compliance Review Specialists.
LIV Compliance Review Specialist	Execution: Performs all report reviews, control verification, finding documentation, and communication of correction notices.
Client Leadership	Policy Oversight: Confirms specific fire codes and local amendments used in the review. Serves as the ultimate authority for code interpretation.
Client Administration / Platform User	Coordination and Oversight: Manages the communication pipeline and ensures timely information sharing between the Specialist, third-party inspection firms and Client. Is responsible for actively monitoring the Services to ensure that Errors are being correctly identified and addressed.
Third-Party Inspection Firms	Compliance: Timely submission of complete, accurate ITM reports and prompt correction of deficiencies flagged by the Review Specialist.

7. Assumptions and Dependencies

Assumptions:

- The LIV ITM Compliance Platform (the “**LIV platform**”) is the dedicated system for all report submission and communication relevant to the Compliance Review Services.
- Client must provide clear, complete, and current documentation of all applicable local codes and amendments prior to service commencement. All fire code interpretations used by the LIV Compliance Review Specialist will align with the documentation formally provided and approved by Client leadership.
- The service is a **desk review** only; the scope does not include any liability or responsibility related to physical conditions at the property or the accuracy of data gathered by the third-party inspector on site.

Dependencies (Client Responsibilities):

- **Code Documentation:** Client must provide clear, complete, and current documentation of all applicable local codes and amendments prior to service commencement.
- **System Access:** Client must ensure continuous, secure access for the assigned LIV Compliance Review Specialists to the necessary platform modules.
- **Dispute Resolution:** Client agrees to resolve any high-level disputes related to code interpretation that fall outside the scope of standard service operating procedures in a timely manner.

**CITY COUNCIL
STAFF REPORT**

DATE: April 7, 2026

FROM: Lt. Bill Tilson Jr., Coeur d'Alene Police Department

SUBJECT: Application and Acceptance of 2025 JAG Local Solicitation Grant

DECISION POINT: Should the City Council approve the application and, if approved, acceptance of the Edward Byrne Memorial Justice Assistance Grant FY 2025 Local Solicitation to purchase 4 Motorola N70 portable radios for School Resource Officer use?

HISTORY: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides annual formula-based federal funding to eligible local governments, and for FY25 the City of Coeur d'Alene is designated to receive a direct allocation of **\$29,308** to support criminal justice needs such as equipment, technology, personnel support, and training; in this case technology for radio improvements to reduce transmission issues. Although the funds are non-competitive and require no local match, federal law requires that the City's governing body be notified and given the opportunity for review and comment before the application is submitted, and the City's Chief Executive must certify that these requirements have been met. Council approval is therefore necessary to authorize staff to submit the grant application and, if awarded, to administer the funds on behalf of the City. (pg. 11 on the solicitation, available upon request)

FINANCIAL ANALYSIS: The Police Department proposes using the City's FY25 JAG allocation to purchase 4 Motorola N70 radios and required peripheral equipment for School Resource Officers. The total cost is expected to be fully funded by the City's **\$29,308** JAG allocation, resulting in no anticipated impact to the general fund. JAG dollars may be used for law enforcement communication equipment, making this purchase consistent with federal budget authority and allowable use guidelines. Should final pricing slightly exceed the JAG allocation due to unforeseen costs, the Police Department can absorb the small difference within its existing operating budget without requiring additional City funds. The upgraded radios will improve communication reliability in school environments where building materials interfere with current radio performance. Peripheral equipment includes items shoulder microphones, battery chargers, and extra batteries.

PERFORMANCE ANALYSIS: Approving this grant will strengthen the emergency response in schools by reducing / resolving current radio dead zones caused by building construction and layout, which often forces School Resource Officers to relocate just to restore communication. With the new Motorola N70 radios designed for multiple transmit methods like wi-fi and cellular, officers will maintain reliable contact with dispatch and responding units throughout all areas of each campus, improving coordination during both routine safety matters and critical incidents. Once deployed, improved connectivity should reduce response delays, enhance officer and student safety, and fully address the operational limitations created by unreliable radio performance. Applications are due 4/28/2026.

DECISION POINT/RECOMMENDATION: Council should allow the Police Department to apply for and if awarded, accept the \$29,308 JAG Allocation Grant for the purchase of Motorola N70 radios and peripheral equipment.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

2025 Idaho Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
ID	ADA County	County	\$46,293	
ID	BOISE City	Municipal	\$110,125	\$156,418
ID	BANNOCK County	County	*	
ID	POCATELLO City	Municipal	\$35,968	\$35,968
ID	BONNEVILLE County	County	\$21,093	
ID	IDAHO FALLS City	Municipal	\$38,466	\$59,559
ID	CANYON County	County	\$20,982	
ID	CALDWELL City	Municipal	\$41,019	
ID	NAMPA City	Municipal	\$68,384	\$130,385
ID	TWIN FALLS County	County	*	
ID	TWIN FALLS City	Municipal	\$40,575	\$40,575
ID	COEUR D ALENE City	Municipal	\$29,308	
ID	FORT HALL TRIBAL	Tribal	\$10,713	
ID	GARDEN CITY City	Municipal	\$15,098	
ID	KOOTENAI County	County	\$23,868	
ID	MERIDIAN City	Municipal	\$36,135	
ID	POST FALLS City	Municipal	\$12,600	
	Local total		\$550,627	

RESOLUTION NO. 26-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR A CY 2025 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$29,308.00 AND, IF AWARDED, TO ACCEPT THE GRANT FOR THE PURCHASE OF FOUR MOTOROLA N70 PORTABLE RADIOS FOR SCHOOL RESOURCE OFFICER USE.

WHEREAS, it has been recommended by Dave Hagar, Temporary Chief of Police, that the City of Coeur d'Alene authorize the Police Department to apply for a CY 2025 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$29,308.00 and, if awarded, to accept the grant for the purchase of four (4) Motorola N70 portable radios for School Resource Office use; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to apply for and, if awarded, accept the CY 2025 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$29,308.00.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Police Department be, and hereby is, authorized to apply for a CY 2025 Edward Bryne Memorial Justice Assistance Award in the amount of \$29,308.00 and, if awarded, to accept the grant for the purchase of four (4) Motorola N70 portable radios for School Resource Office use.

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

DATED this 7th day of April, 2026.

Daniel K. Gookin, 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 SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: April 7, 2026
FROM: Hilary Patterson, Community Planning Director
SUBJECT: Approval of the 2026 Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan

DECISION POINT: Should Council approve the 2026 Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan (AHMP)?

HISTORY: The 2026 Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan was drafted by the Kootenai County Office of Emergency Management (OEM) with the help of the Kootenai County Local Emergency Planning Committee (LEPC), local municipalities, agencies, special purpose districts, and the All-Hazard Mitigation Plan Steering Committee in 2025 and was submitted to FEMA for review and approval.

Following a thorough review by the State of Idaho and FEMA, the 2026 AHMP) was officially approved and uploaded into the national database on February 12, 2026. The Risk Analysis Branch of FEMA Region 10 Mitigation Division approved the local mitigation plan on February 12, 2026.

The last AHMP was done in 2020. The 2026 AHMP replaces the old plan and is valid from February 12, 2026 through February 11, 2031. A new plan will be due prior to February 2031 for the next five years.

PERFORMANCE ANALYSIS: All-hazard mitigation planning is done every five years and reduces risks from hazards and serves as a guide for decision makers committing resources to reducing the effects of hazards. The plan also serves as the basis for provision of technical assistance and prioritizing of project funding. The County has always participated in the planning process.

To remain eligible for federal mitigation grant funding, each participating jurisdiction is required to formally adopt the plan. Kootenai County has asked the participating jurisdictions to provide a copy of the fully executed resolutions showing that they have adopted the plan to ensure compliance with FEMA's requirement. This allows them to document compliance with FEMA and Idaho OEM requirements and maintain each jurisdiction's status as a plan participant. Per FEMA requirements, participating jurisdictions must adopt the plan within six (6) months of FEMA approval. The adoption deadline for this plan is August 12, 2026. Jurisdictions that do not adopt the plan by this date may lose eligibility for FEMA Hazard Mitigation Assistance grant funding (44 CFR 201.6(c)(5)).

Representatives from the City of Coeur d'Alene's Fire, Police and Planning Departments participated in meetings in 2025 with Kootenai County OEM and other jurisdictions and special purpose districts, City Council and department heads were sent a survey regarding hazards, and all city departments were consulted to provide input on the projects to be included in the 2026 AHMP for Coeur d'Alene. The plan reflects updated information, data, and projects that were supplied by Coeur d'Alene team members.

The City of Coeur d'Alene's chapter (also referred to as "annex") is contained in Volume 2 (Planning Partner Annexes) of the AHMP on **pages 37-48** which is provided as an attachment along with the document cover page and table of contents. The full document can be accessed online (<https://www.kcsheriff.com/DocumentCenter/View/1568/2026-Kootenai-County-AHMP---Volume-2>).

Background information and definitions are provided on pages 1-6 of Volume 2. In addition to updated data, background information, risk assessments, and projects, there are three changes since the 2020 AHMP – a hazard risk summary has been added, jurisdictional risk assessments have been updated, and a jurisdiction summary chart has been added. Volume 1 of the AHMP contains the County-Wide Plan. The 2026 AHMP includes an updated list of natural hazard events that have happened since 1997 including the type of event of FEMA disaster, the date of the event, and preliminary damage assessment (see Table 25-9 in Chapter 25: City of Coeur d’Alene on pages 42-44).

The top 5 hazards identified for Coeur d’Alene under the 2026 Hazard Risk Summary include:

- Windstorms
- Winter Storms
- Cybersecurity
- Wildfires
- Active Shooter/Threat

Coeur d’Alene has identified fifteen hazard mitigation projects/initiatives under the Hazard Mitigation Plan Matrix in Table 25-11 on pages 46 and 47 in the City of Coeur d’Alene Annex, which is Chapter 25 of the AHMP. These range from mitigation for wildfire, utility failure, hazmat and transportation, flood, winter storms, all hazards, cybersecurity, and terrorism. The list includes estimates costs for the mitigation, funding sources and timeline, and indicates if these are new initiatives not previously identified in the 2020 plan. Table 25-10 also shows completed projects since the 2020 AHMP.

Volume 1 (County-Wide Plan) of the AHMP is available online on the County’s website (<https://www.kcsheriff.com/DocumentCenter/View/1468/2026-Kootenai-County-AHMP---Volume-1>). It includes the executive summary, mission, goals and objectives, county-wide hazard profiles, county-wide mitigation strategies, other data and background information, and the appendices.

FINANCIAL ANALYSIS: Each jurisdiction in Kootenai County is required to adopt the 2026 AHMP by resolution to be eligible to receive FEMA grant funds in the event of an emergency through FEMA’s Hazard Mitigation Assistance programs. Failure to do so would result in the City not being eligible for emergency grant funds for the projects identified in the plan.

The funding sources identified in Table 25-11 Chapter 26 for Coeur d’Alene’s anticipated hazard mitigation initiatives range from local or general funds to grants, PDM (pre-disaster mitigation grant program), FMAP, WUI (wildland urban interface), 404 mitigation, HMGP (hazard mitigation grant program), and Department of Justice.

DECISION POINT/RECOMMENDATION: Council should approve the 2026 Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan.



FEMA

February 12, 2026

Susan Cleverly, State Hazard Mitigation Officer
Idaho Office of Emergency Management
4040 W Guard St
Boise, ID 83705

Re: Approval of the Kootenai County Multi-Jurisdictional Hazard Mitigation Plan

Dear Susan Cleverly:

In accordance with applicable¹ laws, regulations and policy, the Risk Analysis Branch of FEMA Region 10 Mitigation Division has approved the local mitigation plan for the following jurisdictions:

Kootenai County		
-----------------	--	--

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. FEMA approval does not include the review or approval of content that exceeds these applicable FEMA mitigation planning requirements.

The approval period for this plan is from February 12, 2026, through February 11, 2031.

The jurisdictions' plan approval ensures the eligibility for project grants under FEMA's Hazard Mitigation Assistance programs. All requests for funding are evaluated individually according to eligibility and other program requirements. Having an approved mitigation plan does not mean that mitigation grant funding will be awarded. Specific application and eligibility requirements can be found in each FEMA grant program's respective policies and annual Notice of Funding Opportunities, as applicable.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; C.F.R. 44 § 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002).

Officer Cleverly
February 12, 2026
Page 2

FEMA's approval is for a period of five years, effective the date FEMA received the adoption documentation. For this plan, documentation was received on February 12, 2026 and is considered approved as of then. Prior to February 11, 2031, each jurisdiction must review, revise, and submit their plan to FEMA for approval to maintain eligibility for grant funding. The enclosed plan review tool provides opportunities to incorporate into future updates.

Sincerely,

Wendy Shaw, P.E.
Risk Analysis Branch Chief
Mitigation Division

MB:JG

RESOLUTION NO. 26-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE 2026 KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN.

WHEREAS, the Community Planning Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene adopt the 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan, an excerpt of which pertaining to the City is attached hereto as Exhibit "A," the full plan being on file in the office of the City Clerk, and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to adopt the 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City adopt the 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan, an excerpt of which attached hereto as Exhibit "A," which is incorporated herein by reference.

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

DATED this 7th day of April, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

_____ was absent. Motion _____.

KOOTENAI COUNTY
OFFICE OF EMERGENCY MANAGEMENT



2026 KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN

1662 W Wyoming Ave., Hayden, ID 83835



VOLUME 2
PLANNING PARTNER ANNEXES

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CHAPTER 25 CITY OF COEUR D’ ALENE ANNEX

HAZARD MITIGATION PLAN POINTS OF CONTACT

PRIMARY

Lucas Pichette, Deputy Chief
300 E Foster Ave
Coeur d’Alene, ID 83814
Telephone: 208-769-2340
lpichette@cdaid.org

ALTERNATE

Hilary Patterson, Planning Director
710 E Mullan Ave
Coeur d’Alene, ID 83814
Telephone: 208-769-2300
hpatterson@cdaid.org

CHANGES SINCE THE 2020 AHMP

- A hazard risk summary has been added.
- Jurisdictional risk assessments have been updated.
- A jurisdiction summary chart has been added.

HAZARD RISK SUMMARY

The following chart displays the top 5 hazards for the City of Coeur d’ Alene. For a more comprehensive explanation, see the **Hazard Risk Ranking** section at the end of this Annex.

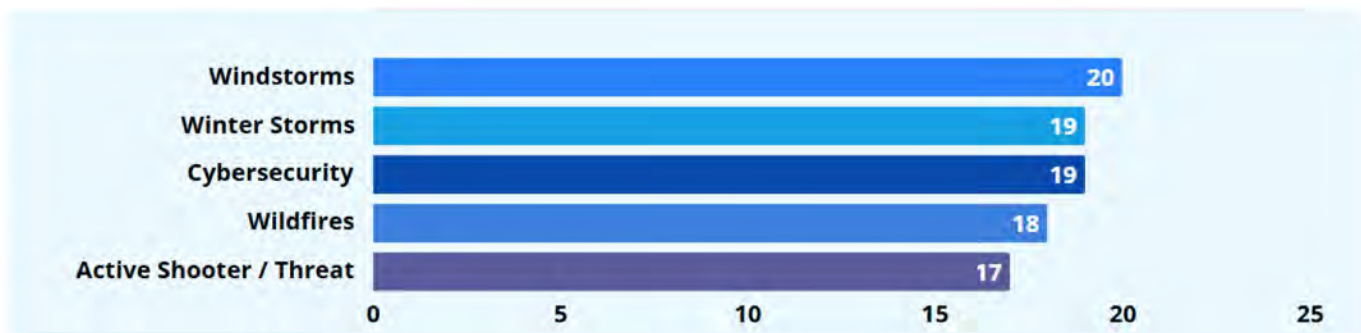


Figure 25-1: Hazard Risk Summary

JURISDICTION SUMMARY		TABLE 25-1
CURRENT POPULATION	DATE OF INCORPORATION	POPULATION GROWTH
56,894 (2023 U.S. Census estimate)	1887	Increased by approximately 4.1% between 2020 and 2023 (2023 U.S. Census estimate)

CRITICAL FACILITIES								TABLE 25-2
GOVT. FUNCTIONS	SCHOOLS	TRANSP.	MED. / HEALTH	FIRE	POLICE	EMERGENCY OPERATIONS	HAZMAT	TOTAL
28	48	33	2	12	8	1	11	143

CRITICAL INFRASTRUCTURE					TABLE 25-3
BRIDGES	WATER SUPPLY	WASTEWATER	POWER	COMMUNICATIONS	TOTAL
26	11	22	0	8	67

OVERVIEW

The City of Coeur d’Alene is located on the northern end of Lake Coeur d’Alene. The lake is fed principally by the St. Joe and Coeur d’Alene Rivers and is drained by the Spokane River. The domestic water is obtained from deep wells in the Spokane Valley-Rathdrum Prairie Aquifer, a huge underground reservoir of high quality, known for its abundant quantity of water. The foothills of the Bitterroot Mountain Range lie to the east of the city. Coeur d’Alene National Forest land lies to the east and south of the city and are visible from most areas. The city itself has been designated a “Tree City USA” as a result of the management of our urban forest. Year-round outdoor recreational opportunities that utilize our natural surroundings are available regionally and locally. Scenic views and vistas are an abundant, important asset to the community and are highly prized by residents and tourists alike.

The City of Coeur d’Alene is Kootenai County’s largest city, with approximately 57,000 residents. It is the County seat. The city has a wide variety of geographic features, including neighborhoods on the Rathdrum Prairie, adjacent hillsides, and lake and riverfront properties.

The City has forested areas within the wildland urban interface (WUI) area that are actively managed to help reduce fuel and educate property owners on fire safe practices. These include Tubbs Hill, Cherry Hill, Stanley Hill, Fernan Hill, and Canfield Mountain.

The City of Coeur d’Alene’s Fire Department provides firefighting and emergency medical services, hazardous materials incident response and water rescue services to an area encompassing 16 square miles and approximately 57,000 residents in the City of Coeur d’Alene. The Coeur d’Alene Fire Department is bounded on the north by Northern Lakes Fire District, to the south by Mica Kidd Island Fire District, and to the east and west by the Kootenai County Fire and Rescue. The district serves the City of Coeur d’Alene and North Idaho College, located within its boundaries. The Coeur d’Alene Fire Department is staffed by 70 full-time firefighters/Emergency Medical Technicians.

BRIEF HISTORY

The French name Coeur d’Alene can be traced back to the early 1800s when David Thompson of the North West Trading Company, encountered French-speaking Iroquois already living in the area. Since the Iroquois were familiar with the area, he hired them as guides and scouts. The words, Coeur d’Alene (meaning the “heart of an awl”) may have been the Iroquois’ attempt to describe the sharp trading practices of the local Schitsu’umsh people who were native to the area.

Kootenai County’s original boundaries were established on December 22, 1884. The first county seat was Sin-na-ac-qua-teen, a trading post located on the Clark Fork River (it was later relocated to Rathdrum and again later, to Coeur d’Alene). Fort Coeur d’Alene was established in 1878, and later became Fort Sherman, named after the famous Civil War general. The City of Coeur d’Alene developed near the edge of the fort and within a few years had become a supply point and navigation hub for the mining and timber industry.

In 1910, Coeur d’Alene’s population was 8,000. Six large lumber mills were located in and near Coeur d’Alene. The City boasted 4 banks, 5 hotels, 9 churches, 4 grade schools and a high school, a movie theater, and 2 telephone systems. Four railroads served the city: the Northern Pacific; the Inland Empire Railroad electric line; the Milwaukee Road; and the Spokane International. The city’s major industries were timber, tourism, and agriculture. By the early 1930s Coeur d’Alene was established as Kootenai County’s economic and social center.

GOVERNING BODY FORMAT

The City is governed by a mayoral/council form of government with 6 City Council Members and a Mayor, all of which are elected to 4-year terms. This body will assume responsibility for the implementation and adoption of this plan. A City Administrator oversees the day-to-day operations of the City. Services provided by the City include Police, Fire, Public Services including Public Works, Planning and Parks and Recreation, Water and Wastewater and a public library system.

DEVELOPMENT TRENDS

Coeur d'Alene contains a mixture of century-old residential neighborhoods near the downtown core and newly constructed neighborhoods in the northern portions of the city. Increased property values near Lake Coeur d'Alene have intensified the pressure for infill, redevelopment, and reuse in the areas surrounding the downtown. Commercial uses thrive along transportation corridors. The two major auto-oriented transportation routes in Coeur d'Alene are Interstate-90 (east/west) and US-95 (north/south).

Downtown Coeur d'Alene has the highest intensity uses for retail, office, residences, and hotels contained within low-rise, mid-rise and high-rise buildings. The Education Corridor is made up of multiple institutions of higher learning and is being master planned for expansion. The residual shorelines will see expanded pressure for higher density lower stature mixed use development. The Rathdrum Prairie will remain primarily lower density residential development with pockets of increased density. Hillsides present many hurdles for development; public sentiment, utilities, ingress/egress, slope/runoff, view shed, and protection from wildfire are just a few of the difficulties regarding growth in such areas. Commercial areas along transportation corridors are expected to increase in density exclusive of expanding much in area due to logistical restraints.

The City has close to 4,600 assets. Of these, the following assets are of critical importance:

- 88 City-owned buildings
- 46 wells
- 17 water tanks
- Wastewater facility
- Two (2) bridges
- 2,000 fire hydrants
- Five (5) docks
- 24 ITD intersections, 57 City intersections with signals

The City has four Fire Stations and a fire boat house at the 3rd Street Marina.

The Police Department is undergoing an expansion project at the Police Headquarters and a new Support Services Building is being constructed.

City-owned infrastructure and assets that would be important to protect in a hazard situation, would be the buildings, the wastewater treatment facility, the wells, water tanks and pumping infrastructure, fire hydrants, fiber network, communication systems, servers, bridges, and traffic signals.

There are three towers being constructed in Downtown Coeur d'Alene – the Thomas George condo building, a Marriott Hotel, and The Sherman Tower which is a hotel tower for the Coeur d'Alene Resort. These towers are being constructed without the FARS standpipe infrastructure, as they were approved prior to the new City Code requiring the FARS system was adopted.

As the City continues to grow, departments continue to experience: Increased demand for services Fire, Police, Streets, Parks, Legal, IT;

- Increased call volume for First Responders (Fire/Police)
- Increased sewer volume requires ongoing upgrades at the treatment facility.
- Increased water demand, thus new water tower facilities and wells
- Increased demand for recreation facilities puts added responsibility on Parks and Recreation.
- Increased demand for trash and recycling

CAPABILITY ASSESSMENT

An assessment of legal and regulatory capabilities is presented in Table 25-4. An assessment of fiscal capabilities is presented in Table 25-5. An assessment of administrative and technical capabilities is presented in Table 25-6. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 25-7. Classifications under various community mitigation programs are presented in Table 25-8.

LEGAL AND REGULATORY CAPABILITY		TABLE 25-4
CODES, ORDINANCES, & REQUIREMENTS	COMMENTS:	LOCAL AUTHORITY?
Building Code	International Building Code	YES
Zoning Code		YES
Subdivisions		YES
Stormwater Management		YES
Post-Disaster Recovery		NO
Real Estate Disclosure		NO
Growth Management	Area of Impact	YES
Site Plan Review	Planning, Engineering, Water, Wastewater, Fire, Building	YES
Public Health and Safety	Panhandle Health District	NO
Environmental Protection	Coeur d'Alene Municipal Code sections 17.08.1, 17.08.9, and 17.98.2 (Floodplain, hillside, shoreline)	YES
PLANNING DOCUMENTS	COMMENTS:	LOCAL AUTHORITY?
General or Comprehensive Plan <i>Is the plan equipped to provide linkage to this mitigation plan?</i>	The 2022-2042 Comprehensive Plan contains a section on Natural Resources and Hazardous Areas under Part 4 (Special Areas). It includes the Wildland Urban Interface, Floodplain, and Hillside. The plan is equipped to be able to link to current mitigation plans as a document adopted by reference.	YES
Capital Improvement Plan <i>What types of capital facilities does the plan address?</i> <i>How often is the plan updated?</i>	Streets, parks, public safety, wastewater-plant and collection systems, water. Police, Fire and Transportation CIPs were done as part of the Impact Fee Update that was adopted in July 2024. Every 5 years for wastewater, every 6-10 for water	YES
Floodplain or Basin Plan	Coeur d'Alene Municipal Code 17.08.100 2010 Revised	YES
Stormwater Plan	Coeur d'Alene Municipal Code 13.30 - 1994	YES
Habitat Conservation Plan		NO
Economic Development Plan	Region 1 Comprehensive Economics Development Strategy (CEDS) 9-25-142024	YES
Shoreline Management Plan	Shoreline Ordinance	YES
Community Wildfire Protection Plan	Standard Operating Procedure	YES

LEGAL AND REGULATORY CAPABILITY **TABLE 25-4**

RESPONSE/RECOVERY PLANNING	COMMENTS:	LOCAL AUTHORITY?
Comprehensive Emergency Operations Plan	2024 Kootenai County Emergency Operations Plan	YES
Threat & Hazard Identification & Risk Assessment	EPA Mandated for Wastewater -2013	YES
Terrorism Plan	Fire and law standard operating procedures; IT with document recovery plan	YES
Post-Disaster Recovery Plan		YES
Continuity of Operations Plan		YES
Public Health Plan	Panhandle Health District	YES

FISCAL CAPABILITY **TABLE 25-5**

FINANCIAL RESOURCES	ACCESSIBLE / ELIGIBLE TO USE?
<i>Community Development Block Grants</i>	YES
<i>Capital Improvements Project Funding</i>	YES
<i>Authority to Levy Taxes for Specific Purposes</i>	YES
<i>User Fees for Water, Sewer, Gas or Electric Service</i>	YES
<i>Incur Debt through General Obligation Bonds</i>	YES
<i>Incur Debt through Special Tax Bonds</i>	NO
<i>Incur Debt through Private Activity Bonds</i>	NO
<i>Withhold Public Expenditures in Hazard-Prone Areas</i>	NO
<i>State-Sponsored Grant Programs</i>	YES
<i>Development Impact Fees for Homebuyers or Developers</i>	YES
<i>Other</i>	Tax Increment Financing

ADMINISTRATIVE AND TECHNICAL CAPABILITY **TABLE 25-6**

STAFF/PERSONNEL RESOURCES	AVAILABLE?	DEPARTMENT/AGENCY/POSITION
<i>Planners or engineers with knowledge of land development and land management practices</i>	YES	Planning/Engineering
<i>Engineers or professionals trained in building or infrastructure construction practices</i>	YES	Engineering
<i>Planners or engineers with an understanding of natural hazards</i>	YES	Planning/Engineering
<i>Staff with training in benefit/cost analysis</i>	YES	Finance
<i>Surveyors</i>	NO	Contract out for surveying needs
<i>Personnel skilled or trained in GIS applications</i>	YES	IT/GIS Coordinator/Planning
<i>Scientist familiar with natural hazards in local area</i>	NO	Not on Staff
<i>Emergency manager</i>	YES	Fire
<i>Grant writers</i>	YES	Parks/Planning/Fire/Police/ Municipal Services

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMPLIANCE	TABLE 25-7
<i>What local department is responsible for floodplain management?</i>	Engineering
<i>Who is your floodplain administrator? (department/position)</i>	City Engineer
<i>Are any certified floodplain managers on staff in your jurisdiction?</i>	YES
<i>What is the date of adoption of your flood damage prevention ordinance?</i>	Revised 2010
<i>When was the most recent Community Assistance Visit or Community Assistance Contact?</i>	N/A
<i>Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?</i> – <i>If so, please state what they are.</i>	NO
<i>Do your flood hazard maps adequately address the flood risk within your jurisdiction?</i> – <i>If no, please state why.</i>	YES
<i>Does your floodplain management staff need any assistance or training to support its floodplain management program?</i> – <i>If so, what type of assistance/training is needed?</i>	NO
<i>Does your jurisdiction participate in the Community Rating System (CRS)?</i> – <i>If so, is your jurisdiction seeking to improve its CRS Classification?</i> – <i>If not, is your jurisdiction interested in joining the CRS program?</i>	NO

COMMUNITY CLASSIFICATIONS	TABLE 25-8		
	PARTICIPATING?	CLASSIFICATION	DATE CLASSIFIED
<i>Community Rating System</i>	NO	N/A	N/A
<i>Building Code Effectiveness Grading Schedule</i>	YES	4/4	2012
<i>Public Protection - Fire Insurance Rating</i>	YES	3	9/2014
<i>Storm Ready</i>	NO	N/A	N/A
<i>Firewise</i>	YES	-	2018

JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 25-9 lists notable occurrences of natural hazards specifically recorded within the jurisdiction by the National Oceanic Atmospheric Administration. Information regarding hazards incidents impacting the entire county can be found in Volume 1 of this Plan.

NATURAL HAZARD EVENTS			TABLE 25-9
TYPE OF EVENT	EVENT DESCRIPTION / FEMA DISASTER #	DATE	PRELIMINARY DAMAGE ASSESSMENT
Thunderstorm Wind	A tree fell into a house, due to the wind	5/31/1997	\$10,000

NATURAL HAZARD EVENTS

TABLE 25-9

Hail and Heavy Rain	There were ¾ inch hail and 4-6 inches of rain overnight.	8/7/1999	One boat sank from accumulated rainwater.
Thunderstorm Wind	A thunderstorm moved across Kootenai County during the evening of August 2nd bringing winds of 50 mph. These winds injured two people from flying debris and damaged a home with a blown down tree.	8/2/2004	\$5,000
Heavy Rain	Heavy rain contributed to seven car accidents involving 13 vehicles along I-90 near Coeur d'Alene.	3/30/2006	Two minor indirect injuries resulted from the accidents.
Lightning	Lightning damaged two buildings at Coeur d'Alene Industrial Park.	7/5/2006	The property damage from this event is estimated at \$15,000.
Lightning	A 27-foot sailboat sank near Blackwell Island in Coeur D'Alene after lightning struck the sailboat. An electrical charge from the lightning also traveled up power lines to a home and blew out two TV's and damaged several electrical sockets. Other homes and businesses received minor damage. Lightning struck a business putting a hole in a concrete wall. About 2,000 power outages resulted from the storm.	6/4/2007	\$30,000
Thunderstorm Wind	A line of severe thunderstorms tracked through north Idaho causing extensive damage from Kootenai county north to the United States and Canadian border. Numerous trees were blown down with power outages common due to winds between 60-70 MPH. Over 100 power poles had to be replaced, including at least 70 that snapped near Priest Lake. At least 15,000 homes in Kootenai, Bonner, and Boundary counties lost power. Every home in Boundary county lost power. Trees fell onto several homes, cars, and roadways, including highway 95 which was blocked north of Bonners Ferry and between Bonners Ferry and Sandpoint. The Army National Guard responded to provide additional aid to emergency personnel. The port of entry into Canada briefly closed due to the storm.	6/29/2007	\$81,000
Thunderstorm Wind	A severe thunderstorm uprooted a tree in Coeur D'Alene.	7/19/2007	-
Thunderstorm Wind	A severe thunderstorm resulted in wind damage in the Coeur D'Alene area, as well as Kootenai and Sandpoint where several trees and power lines were blown down.	8/31/2007	\$2,000
Heavy Rain	Brief heavy rain led to urban flooding in the city of Coeur D'Alene. Some stormwater manhole covers were lifted up from the street with torrents of water gushing up from underneath. Some properties had flooding with water close to homes.	6/4/2010	-
Lightning	An upper-level low sagging down the Pacific Northwest Coastline was responsible for drawing moist, unstable air northward into Northern Idaho. Shortwave energy ejecting from the low triggered thunderstorms over Northern Idaho during the afternoon and evening of July 16th. As the thunderstorms tracked over the Coeur D'Alene area, lightning struck a reservoir tank on Tubbs Hill damaging a sensor.	7/16/2012	\$1,000
Heavy Rain	A trof of low pressure sweeping around the edge of a low-pressure system moving north along the Oregon and Washington Coast produced numerous thunderstorms that moved across Eastern Washington and Northern Idaho.	6/1/2015	-
Lightning	A thunderstorm near Coeur D'Alene during the evening of June 28th produced a lightning bolt that struck a house and set it on fire. Quick response by the fire department saved most of the house, but damage to the home was estimated at 50 thousand dollars.	6/28/2017	\$50,000

NATURAL HAZARD EVENTS**TABLE 25-9**

Hail	The weather pattern on August 10th featured a very moist and unstable air mass with a passing upper level low pressure. These elements promoted widespread afternoon and evening thunderstorms with heavy rain across north Idaho with scattered reports of large hail and damaging downburst winds.	8/10/2019	-
Windstorm	Windstorm blew tree on WWT Shop building and fence	11/27/2019	\$39,297
Windstorm	Windstorm blew down tree in Forest Cemetery damaging fence and angel	2/1/2020	\$12,253.82
Snowstorm	Heavy snow and wind lost several trees and limbs of trees.	10/23/2020	\$34,760.00
Windstorm	FEMA-4589-DR Severe winds causing loss of 166 trees, and debris cleanup all over the City. There was damage to docks, damage to fences, damage to Jewett house garage and roof flashing at Fire Station. Power surge damaged some electrical equipment.	1/13/2021	\$750,000.00
Windstorm	Wind blew of part of the roof of the Harbor Center and damaged skylight	11/15/2021	\$161,424

Repetitive loss records are as follows:

<i>Number of FEMA-identified Repetitive-Loss Properties</i>	0
<i>Number of FEMA-identified Severe-Repetitive-Loss Properties</i>	0
<i>Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated</i>	0

LOCAL HAZARD CONCERNS

The following include narratives

about specific hazards within the jurisdiction that are of particular concern in local areas:

- Cyber Attack
- Wildfire
- Terrorism Attack – damage to critical infrastructure/water supply/communications
- Hazard Spill
- Civil Unrest

COMMUNITY CHALLENGES

- Lack of Funding
- Fire Equipment
- Communications
- Supply Chain Issues
- Affordable Housing
- Population Growth
- Lack of Resources
- Continuity of Government

HAZARD RISK RANKING

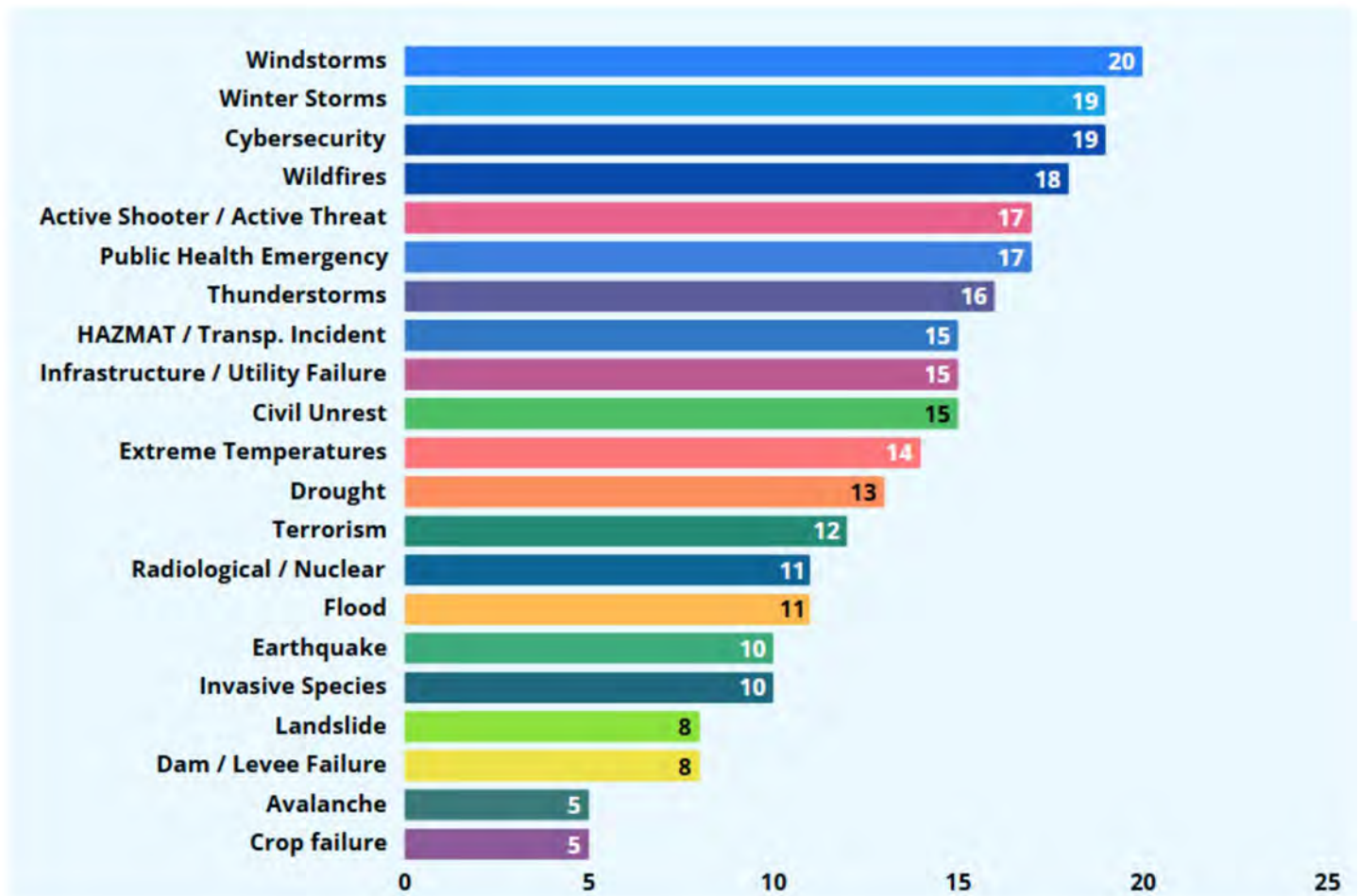


Figure 25-2 Hazard Risk Ranking Chart for City of Coeur d'Alene

MITIGATION ACTION PLAN

Table 25-10 summarizes the initiatives that were recommended in the previous version of the Hazard Mitigation Plan and their implementation status at the time this update was prepared.

PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				TABLE 25-10
ACTION #	COMPLETED	KEEP IN PLAN UPDATE	REMOVED	COMMENTS
CdA-1		X		Ongoing project currently out to bid
CdA-2		X		Ongoing project currently out to bid
CdA-3		X		Ongoing
CdA-4		X		Need staff resources and funding to continue projects
CdA-5		X		Work with DEQ, KCSO to purchase more containment supplies, dock boxes, signage, etc...
CdA-6		X		Software upgrades, training for succession
CdA-7		X		Source grant funding, change standard drawings to require new install, code changes
CdA-8		X		More snow plows and operators
CdA-9	X			Last project currently happening
CdA-10	X			Coordinator has completed training
CdA-11		X		Code change, grant funds, training for evaluators, public education
CdA-12		X		Ongoing, urban forestry

Table 25-11 lists the initiatives that make up the City of Coeur d'Alene hazard mitigation action plan, including new mitigation initiatives (New initiatives will have * next to the action number). Table 25-12 identifies the priority for each initiative.

HAZARD MITIGATION PLAN MATRIX							TABLE 25-11
ACTION #	HAZARDS MITIGATED	OBJECTIVES	LEAD AGENCY	EST. COST	FUNDING SOURCE	TIMELINE	
CdA - 1	<i>Identify and then seek to reduce fuel loads on targeted public lands working with appropriate federal, state and local agencies.</i>						
	Wildfire	1, 3, 5, 6	CDA	\$50,000	PDM, FMAP, WUI	SHORT TERM	
CdA - 2	<i>Reduce the wild land fuel in public lands including Tubbs Hill and city parks.</i>						
	Wildfire	1, 3, 5, 6	CDA	\$50,000	PDM, FMAP, WUI	SHORT TERM	
CdA - 3	<i>Engage in localized public education and awareness of wild land fires and dry conditions for incoming tourists and campers.</i>						
	Wildfire	1, 3, 5	CDA	\$0	LOCAL	SHORT TERM	
CdA - 4	<i>If feasible, institute pre-storm mitigation on large tree canopy areas. Prune large canopy areas to reduce wind sails and remove hazard limbs and codominant stems.</i>						
	Utility Failure	3, 4, 5, 6	CDA	Unknown	GRANT	SHORT TERM	
CdA - 5	<i>Partner with the Idaho Department of Lands to develop spill control requirements for all new marinas on Lake Coeur d'Alene.</i>						
	HAZMAT / Transportation	1, 2, 3, 4, 5, 9	CDA	\$0	LOCAL	SHORT TERM	

MITIGATION STRATEGY PRIORITY SCHEDULE

TABLE 25-12

ACTION #	PRIORITY	# OF OBJECTIVES MET	COST	BENEFIT	BENEFITS EQUAL OR EXCEED COSTS?
CdA-1	High	4	Medium	High	Exceeds
CdA-2	High	4	Medium	High	Exceeds
CdA-3	High	3	Low	High	Exceeds
CdA-4	Low	4	-	Low	Equals
CdA-5	Medium	6	Low	High	Exceeds
CdA-6	High	4	Low	Medium	Exceeds
CdA-7	Low	2	Low	High	Exceeds
CdA-8	Low	2	Low	High	Exceeds
CdA-9*	Medium	2	High	High	Equals
CdA-10*	High	4	High	Medium	Equals
CdA-11	High	4	Low	High	Exceeds
CdA-12	Medium	3	-	Medium	Equals
CdA-13*	High	3	High	High	Equals
CdA-14*	Medium	1	High	Medium	Equals
CdA-15*	High	2	High	Medium	Equals

See the introduction to this Volume for explanation of priorities.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: March 17, 2026
FROM: Chris Bosley – City Engineer
SUBJECT: Ramsey Road Signal Upgrades Utility Hearing

=====

DECISION POINT: Should Council require that the utility companies accommodate the Ramsey Road Signal Upgrades project, Key Number 24276, and relocate the utility facilities as required by the respective franchise agreements?

HISTORY: Under the Idaho Transportation Investment Program, the City was awarded \$1,117,000 in Federal aid to add a traffic signal at the Wilbur Ave/Ramsey Road intersection and improve the signals at three other adjacent intersections. The grant will also fund pedestrian accessibility improvements and provide traffic coordination between signals from Dalton Ave to Wilbur Ave. The Idaho Transportation Department requires the City to hold a Utility Hearing or obtain Utility Hearing Waivers from all utilities. We have received utility hearing waivers from all but one utility company. After multiple attempts to obtain a signed waiver, we are now required to hold a utility hearing.

FINANCIAL ANALYSIS: Utilities that are permitted within the right-of-way under a franchise utility agreement will be required to move their facilities at no cost to the City.

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

DECISION POINT/RECOMMENDATION: Council should require the utility companies to accommodate the Ramsey Road Signal Upgrades project, Key Number 24276, and relocate their utility facilities as required by their respective franchise agreements.

Ramsey Road Signal Upgrades Utility Hearing

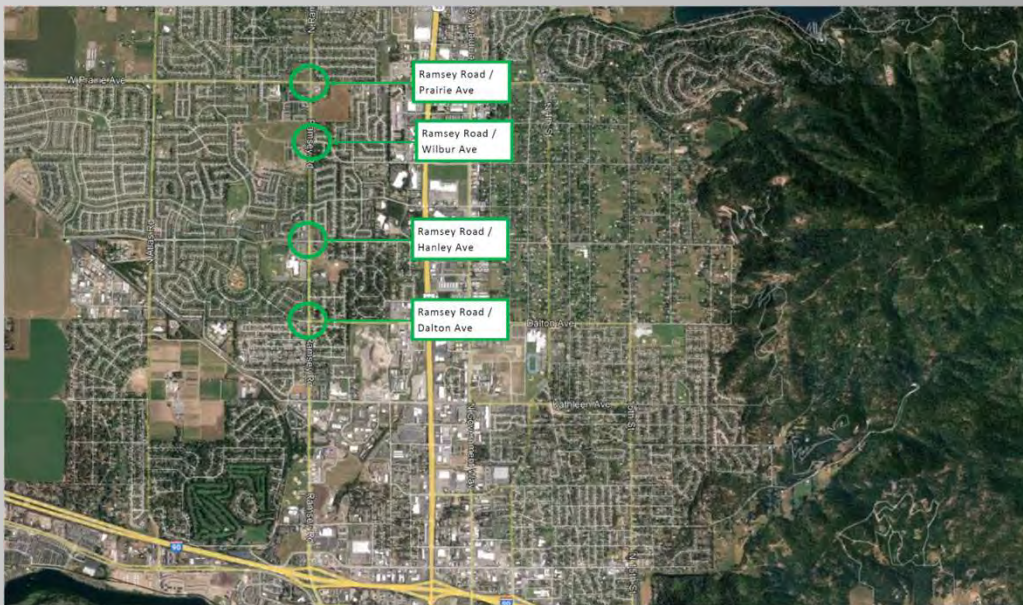


City of
Coeur d'Alene
IDAHO

March 17, 2026

1

Ramsey Road Signal Upgrades Utility Hearing



2

Ramsey Road Signal Upgrades Utility Hearing

Please sign and return to Shavina Conery, J-U-B ENGINEERS, Inc. by mailing+mailing to:

Shavina Conery, Project Designer/Lead
 J-U-B ENGINEERS, Inc.
 745 W Hanley Ave, Suite 301
 Coeur d'Alene, ID 83815
 (208) 762-8787
 Email: sconery@jub.com

WAIVER OF HEARING
 City of Coeur d'Alene

Project No. KN24276; Ramsey Road Pedestrian & Signal Improvements, Coeur d'Alene

The undersigned entity hereby waives further written notice and opportunity for a hearing relative to the relocation, adjustment, or removal of its facilities now located within the contemplated construction limits of this project.

- Whenever the District shall determine, after this notice and opportunity for hearing, that it is necessary that any facilities which now are, or hereinafter may be, located in, on, along, over, across, through or under their roadway system, should be adjusted/relocated, the utility owning or operating the facilities shall adjust/relocate them in accordance with an order by the District or executed Utility Relocation Agreement.

ZAYO GROUP

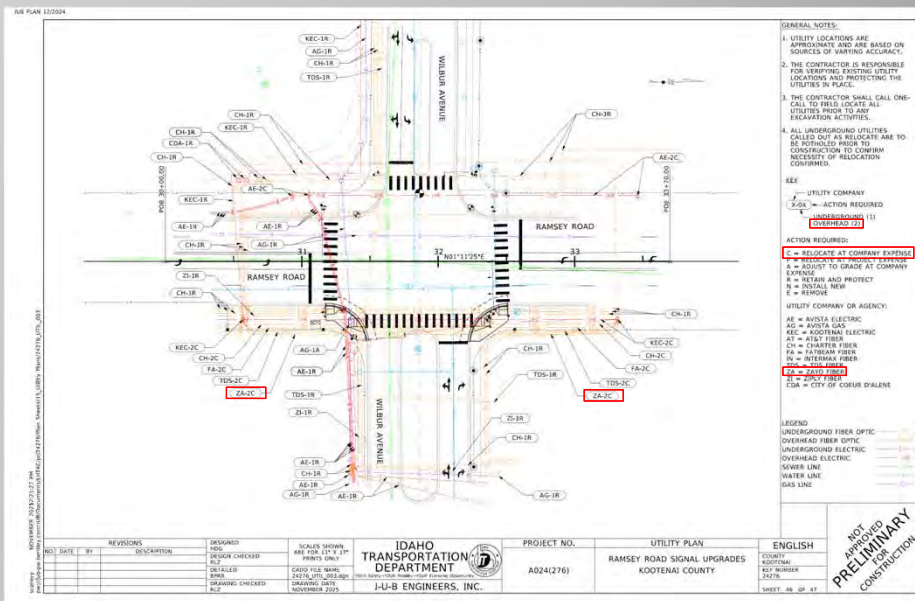
BY: _____

TITLE: _____

DATE: _____

3

Utility Relocations



4

Utility Relocations



5

Ramsey Road Signal Upgrades Utility Hearing

POSSIBLE ACTIONS after hearing is closed:

1) *Motion made by Council:*

Based on the testimony provided, I move to require the utility companies accommodate the project and relocate the utility facilities as required for the Ramsey Road Signal Upgrades project, Key Number 24276.

2) *Table the Action:*

If Utility testimony is provided that leaves the Council with additional unresolved questions preventing the above motion, they may choose to table the issues to a set date/council meeting for further discussion with the appropriate utilities.

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