

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

VISION STATEMENT

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

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

July 1, 2025

A. CALL TO ORDER/ROLL CALL

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

F. ANNOUNCEMENTS

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the June 17, 2025 Council Meeting.
2. Setting of General Services/Public Works Committee Meeting for July 7, 2025.
3. Setting of a Fee Public Hearing – July 15, 2025

4. Approval of cemetery repurchases:
 - a. From Christie and Allen Donat for Section RIV, Block NGC, Niche 19, Forest Cemetery Annex (\$900.00)
 - b. From Wendy Jones Shipley for Section RIV, Block J, Lot 883, Forest Cemetery (\$1,400.00)

As Recommended by the City Clerk

5. Approval of SS-25-08c, Thomas George Project Amendment No. 1: Final Plat
6. Approval of SS-25-06c, La Vista at Atlas Waterfront Condominiums Amendment No. 1: Final Plat

As Recommended by the City Engineer

7. **Resolution No. 25-031**
 - a. Approval of SS-24-08, Roosevelt Addition: Final Plat, Subdivision Improvement Agreement and Security
 - b. Approval of SS-25-05, Carefree View: Final Plat, Subdivision Improvement Agreement and Security

As recommended by the City Engineer

H. OTHER BUSINESS:

1. **Resolution No. 25-032** - Approval of Change Order #3 to the Contract with Apollo, Inc. for the Solids Building Improvements in the amount of \$334,035.72.

Staff Report by: Mike Becker, Wastewater Capital Programs Manager

2. **Resolution No. 25-033** - Approval of a Lease Agreement with HREI, located at 414 W. Fort Ground Drive.

Staff Report by: Randy Adams, City Attorney

3. **Resolution No. 25-034** - Approval of a Cooperative Agreement with the Idaho Transportation Department for funding in the amount of \$170,800.00 to resurface the 4th Street Overpass in conjunction with the 2025 Overlay Project.

Staff Report by: Todd Feusier, Streets and Engineering Director

I. ADJOURNMENT

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

Coeur d'Alene

CITY COUNCIL MEETING

July 1, 2025

MEMBERS OF THE CITY COUNCIL:

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

ANNOUNCEMENTS

CONSENT CALENDAR

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

June 17, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on June 17, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

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

PETER LUTTROPP DAY: Councilmember Evans read the Proclamation declaring June 17, 2025 as “Peter Luttrupp Day” in recognition of his 18 years of dedicated service to the Coeur d’Alene Planning and Zoning Commission spanning three full terms. Mr. Luttrupp accepted the proclamation and expressed gratitude for his time in local government. He reflected on the value of community service, thanked his family for their support, and encouraged others to volunteer. He ended with a reminder about the July 5th Tubbs Hill cleanup. Planning Director Hilary Patterson honored Mr. Luttrupp with a nameplate commemorating his 18 years of service, reflecting the appreciation of the Planning Department and fellow commissioners. Planning and Zoning Commission Chairman Tom Messina and Vice Chairman Jon Ingalls praised Mr. Luttrupp’s dedication, highlighting his thorough preparation in meetings and thoughtful contributions.

JUNETEENTH DAY: Councilmember English read the Proclamation declaring June 19, 2025 as “Juneteenth Day” recognizing its historical significance and promoting a more inclusive and equitable community. Human Rights Education Institute (HREI) Executive Director Jeanette Laster accepted the proclamation. In her presentation, she highlighted the origins of Juneteenth and emphasized the contributions of Black Americans, including Buffalo Soldiers in North Idaho and pioneers like York and Jeannie Hughes. She also addressed ongoing racial challenges, noting recent hate crime incident in Coeur d’Alene and the City’s response with a new hate crime ordinance. Ms. Laster invited the community to the Annual Juneteenth Community Conversation and Leadership Panel at HREI.

FISCAL YEAR 2024 FINANCIAL STATEMENT AUDIT: Finance Director Katie Ebner presented on the City of Coeur d'Alene's Financial Statement Audit for the year ended September 30, 2024, noting that the city received a clean, unmodified opinion from independent auditors Alpine Summit CPA's, confirming the accuracy of its financial statements and internal controls. The audit also found no issues with federal fund compliance, and the City was classified as a low-risk auditee. Key highlights included a general fund balance of \$19 million, with \$12 million unassigned fund balance, which represents 22% of general revenues. The general fund operating revenues increased by \$4.2 million, of which \$830,000 was an increase in property taxes and one-time events like ARPA fund revenues in 2024, Police Department storage facility fire loss settlement of \$1.57 million, and payment from ignite of \$1.185 million from a land transfer reimbursement cost. Ms. Ebner explained that the Government Finance Officers Association recommends municipalities maintain at least 60 days' worth of unassigned general fund operating revenues in reserve. Coeur d'Alene currently exceeds that benchmark, with reserves covering 80 days of revenue or 75 days of expenditure. She also highlighted performance in the City's two largest proprietary funds. The water fund saw a 2% revenue decrease due to seasonal variation and a 4% rise in operating costs, largely from salary and benefit increases, resulting in a net loss of \$91,000. In contrast, the wastewater fund experienced a 5% revenue increase and a rise in expenses due to both staffing and capital projects, ending the year with a \$4.1 million net income. Overall, the water fund was close to breaking even while the wastewater fund revenues exceeded the expenditures, aligning with its rate study plan.

Councilmember Gookin raised questions about notable changes in the city's audit report, specifically the increase in custodial credit risk from \$500,000 to \$13.5 million. Ms. Ebner clarified that while she wasn't certain of the exact cause, the city's investments comply with Idaho law and are secured through low-risk instruments like treasuries and fully collateralized accounts. She acknowledged the need for clearer language in future reports to avoid confusion. Councilmember Gookin also inquired about lease disclosures, noting that not all leases were listed in the report. Ms. Ebner said she would consult the auditors at Alpine Summit for clarification on disclosure thresholds.

Councilmember Wood congratulated Ms. Ebner on receiving a clean audit, calling it a remarkable achievement. Ms. Ebner expressed gratitude and credited her team for their hard work. Councilmember Miller followed up, noting the 12% increase in general fund expenditure and asked if more details would be provided during the upcoming budget. Ms. Ebner confirmed that the budget workshop would include a breakdown of those increases, distinguishing between one-time and ongoing costs, and would also address the water rate expansion plan and its impact on funding future projects.

PUBLIC COMMENTS:

Jim Korver, Coeur d'Alene, thanked the Mayor and City Council for addressing safety concerns involving two large, hazardous cottonwood trees located at North 7th Street. He expressed relief and excitement that the trees, which posed a danger to children walking and playing nearby, are scheduled to be removed the following morning. He invited anyone interested to witness the tree removal and reiterated appreciation for the city's behind-the-scenes efforts.

Lauren McCroskey, Coeur d'Alene, thanked the Mayor and Council for the Juneteenth proclamation and Ms. Laster's informative presentation. She shared that Idaho for All, a new group focused on promoting inclusivity, organized the first Juneteenth commemorative walk last year in response to a racial incident involving the Utah women's basketball team. The second annual walk will take place this Thursday, starting at 5:00 PM from 501 E Wallace and ending at Independence Point with music and a celebration. The event aims to honor those affected by racism and celebrate community diversity, and all are invited to participate.

Justin Nagel, Rathdrum, followed up on concerns he emailed to Council regarding the Idaho State Police (ISP). He claimed that the ISP fabricated investigations involving officers from outside jurisdictions. He urged the Council to consider filing a public corruption complaint with the Idaho Attorney General.

Kathryn Boss, Coeur d'Alene, raised safety concerns of the residents from the Fort Grounds neighborhood about the lack of barricades during 4th of July festivities in recent years. Previously, residents had helped manage barricades to limit traffic in the area, ensuring safety for families and children. Without the barricades, cars now drive through crowded areas, creating hazards and obstructing views. Ms. Boss requested the return of the barricades and offered resident support to monitor them. City Administrator Troy Tymesen explained that he reached out to the Homeowners Association President for a discussion on this matter, but he was out of town. He added that due to limited resources, the City can no longer provide or staff barricades but is open to meeting with neighborhood representatives to explore alternatives, such as reader boards for local traffic only.

Ted Turrentine, Coeur d'Alene, commented about the ongoing labor negotiations, particularly how potential increases in city employee's compensation could impact property taxes. He questioned the necessity of certain employee benefits such as sick leave payouts and bereavement pay, suggesting they may be excessive. While acknowledging the importance of fair compensation, he asked the Council to balance employee agreements with the financial realities of local taxpayers.

Patti Jester, Coeur d'Alene, echoed earlier concerns about 4th of July safety, urging the City to reinstate barricades in the Fort Grounds neighborhood. Having lived there for 46 years, she described past experiences of severe traffic congestion, especially during cold or rainy holidays, which created dangerous conditions. She emphasized that gridlock has previously prevented emergency vehicles from accessing the area, posing serious risks to residents. She asked the Council to seriously consider solutions to prevent such situations and ensure public safety.

Max El Kacemi, Coeur d'Alene, raised concerns about being denied use of the city's podium computer during a previous public comment period. He questioned whether the computer, being publicly funded, should be accessible for public use during meetings. City Attorney Randy Adams clarified that while the computer is publicly funded, its use for presentations must be prearranged to protect the city's network from potential risks. Mr. Kacemi expressed frustration over the lack of a clearly published policy and felt his First Amendment rights have been restricted. Mayor McEvers reiterated that presentations must be coordinated in advance with staff, and Mr. Adams noted that Mr. El Kacemi was, in fact, exercising his First Amendment rights by speaking at the meeting. Councilmember English emphasized that the policy is based on cybersecurity protocols, not content control.

ANNOUNCEMENTS:

Councilmember Gookin responded to Mr. El Kacemi's concerns by suggesting the city develop a clear policy for using the podium computer during public meetings. He proposed creating simple, printed guidelines outlining the process such as requesting access in advance to prevent future confusion.

Councilmember Wood commented that the issue at the Fort Grounds stems from the lack of available barriers, and they are allowed to put up barriers if they can find some. She added that Mr. Tymesen would continue coordinating with the neighborhood's vice president. Councilmember Gookin added that the City currently lacks a formal policy for closing streets outside of events like parades or block parties, which complicates efforts to manage traffic for safety. He emphasized the need to develop a proper policy to address these concerns moving forward.

Councilmember Miller supported the idea of creating clear policies for both presentations and public comments. She also shared updates from her upcoming participation in the Association of Idaho Cities Conference, with interesting agenda on housing. She highlighted her recent meetings with federal and state housing officials, including a promising discussion with HUD's Region 10 representative and ongoing collaboration with the Housing Solutions Partnership. She will testify before the state's Senate 103 Committee in August to present recommendations aimed at improving access to attainable housing.

Mayor McEvers requested the appointment of Kris Jamtaas to the Planning and Zoning Commission.

MOTION: Motion by Evans, seconded by English to appoint Kris Jamtaas to the Planning and Zoning Commission.

DISCUSSION: Councilmember Gookin stated he would oppose the motion because someone he had encouraged to apply was not selected, and he had promised to vote no in that case.

All in favor except Councilmember Gookin. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the May 27, 2025, June 3, 2025, and June 9, 2025 Council Meetings.
2. Setting of General Services/Public Works Committee meeting for June 23, 2025
3. Bills as Submitted
4. Approval of Financial Report
5. **Resolution No. 25-030** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH SCHOOL DISTRICT #271 FOR EMPLOYMENT OF SCHOOL RESOURCE OFFICERS (SROs) FOR THE SCHOOL DISTRICT FISCAL YEAR 2025-2027; AND APPROVING THE FINAL PLAT, ACCEPTING INSTALLED PUBLIC INFRASTRUCTURE IMPROVEMENTS, AND APPROVING THE AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, FOR COEUR D'ALENE PLACE 39TH ADDITION [S-1-20]

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-030**.

DISCUSSION: Councilmember Gookin noted that the consent calendar includes the School Resource Officer (SRO) agreement with the School District, highlighting it as a long-standing and valuable partnership. Councilmember Wood agreed.

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

CANVASSED ELECTION RESULTS FOR THE MAY 20, 2025 ELECTION TO BE REFLECTED IN THE MINUTES

STAFF REPORT: City Clerk Renata McLeod, in her staff report, stated that in accordance with Idaho Code §50-412 and §50-1026, the Kootenai County Clerk, Jennifer Locke, has certified and distributed the Canvass of Votes following the May 20, 2025 election. This canvass must be formally entered into the City Council meeting minutes. The statute mandates that county commissioners canvass election results within ten days of an election, and that these results, once tabulated by election officials, be recorded in the City Council's official proceedings. City Attorney Randy Adams has clarified that the canvassing requirement also applies to other city elections, including bond elections. Therefore, the City Council is advised to accept and record the certified election results as presented by Kootenai County in the Council meeting minutes.

City of Coeur d'Alene Bond				
	IN FAVOR OF	AGAINST	OVER VOTES	UNDER VOTES
Precinct 322	203	77	0	8
Precinct 401	93	41	0	2
Precinct 402	116	50	0	5
Precinct 403	178	50	0	15
Precinct 404	204	57	0	6
Precinct 405	186	44	0	10
Precinct 406	164	91	0	5
Precinct 407	177	49	0	7
Precinct 408	157	60	0	6
Precinct 409	171	58	0	7

Precinct 410	260	100	0	6
Precinct 411	120	70	0	4
Precinct 412	149	60	0	9
Precinct 413	106	42	0	6
Precinct 414	123	43	0	4
Precinct 415	131	47	0	8
Precinct 416	175	42	0	10
Precinct 417	198	43	0	4
Precinct 418	230	54	0	5
Precinct 419	213	45	0	3
Precinct 420	98	33	0	3
Precinct 517	55	21	0	0
Total	3,507	1,177	0	133

MOTION: Motion by Evans, seconded by English to recommend the canvassed election results as presented by Kootenai County be reflected in the minutes of this meeting.

DISCUSSION: Councilmember English Councilmember English commented that he believed it was a good election, praised the work of the Election Department, and expressed his full support.

All in favor. Motion carried.

COUNCIL BILL NO. 25-1012

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING COEUR D'ALENE MUNICIPAL CODE SECTION 2.98.020, ENTITLED "DESIGN REVIEW COMMISSION;" REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Community Planning Director Hilary Patterson noted that an amendment to Municipal Code §2.98.020 (A) is being recommended to clarify residency requirements and broaden eligibility for a specific seat on the Design Review Commission (DRC). This seat currently requires the commissioner to reside within one of several designated districts, such as the Downtown Core or Midtown Overlay, which has made it difficult to fill. The proposed change would allow applicants who live within city limits and either own property or a business in one of the districts, or serve on the Historic Preservation Commission, to qualify. Additionally, the amendment would clarify that six of the seven commission members must reside within city limits, with one at-large member allowed, aligning the structure more closely with other city commissions.

DISCUSSION: Councilmember Miller asked whether the proposed changes to the Design Review Commission membership had been discussed with current commissioners. Ms. Patterson responded that while she had spoken informally with some members and received no objections, there was no formal vote. Councilmember Wood added that she opposes district-based requirements, as they limit participation, suggesting it's time to update the commission's structure.

MOTION: Motion by Evans, seconded by Gabriel, to dispense with the rule and read **Council Bill No. 25-1012** once by title only.

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

MOTION: Motion by Evans, seconded by Wood, to adopt **Council Bill 25-1012**.

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

AUTHORIZATION REQUEST TO APPLY FOR HISTORIC PRESERVATION GRANT

STAFF REPORT: Community Planning Director Hilary Patterson asked Council to direct staff to proceed in submitting a \$2,500 grant application through the Idaho State Historical Society's Community Enhancement Grant (CEG) program, using a matching \$2,500 donation from Idaho Strategic Resources. The grant would support the Historic Preservation Commission's (HPC) proposed signage program for historic buildings in Downtown Coeur d'Alene. This initiative aims to install signs featuring building names, construction dates, the HPC logo, and QR codes linking to the Historik app for self-guided tours. The project aligns with the CEG's goals of enhancing public access and interpretation of local history. There is no financial impact to the City, as the required match has already been secured through the donation. If awarded, funds would be available in September 2025, with final reporting due by May 2026.

DISCUSSION: Councilmember Gabriel asked how far the \$5,000 in funding would go. Ms. Patterson explained that while \$5,000 in combined grant and donation funds may not go far, it could still launch the historic signage program. Bronze markers with QR codes are being considered to reduce the need for detailed text, potentially lowering costs to around \$500 per sign, especially if produced in bulk locally. Councilmember Gabriel expressed strong support for the project, emphasizing the importance of honoring and embracing the community's history.

Councilmember Wood questioned the need for Council approval for a \$2,500 grant application, suggesting a policy might be needed. Mr. Tymesen clarified that Council approval is required to authorize the use of both the grant and the previously received donation. Councilmember Miller proposed allowing future donations to be pre-approved for use under a designated donation line item, eliminating the need for repeated Council approvals.

MOTION: Motion by Miller, seconded by Wood to direct staff to proceed in submitting a \$2,500.00 Historic Preservation grant application through the Idaho State Historical Society Community Enhancement Grant program, to use \$2,500 of donated funds as the required match,

and to use any future funds donated towards the ongoing signage program. **All in favor. Motion carried.**

EXECUTIVE SESSION: MOTION: Motion by Gookin, seconded by Wood to enter into Executive Session pursuant to Idaho Code § I.C. §§ 74-206(1)(j) and 74-206A(1)(a), to deliberate on a labor contract offer or to formulate a counteroffer.

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

The Council entered into Executive Session at 7:15 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, and Finance Director.

Council exited Executive Session at 8:05 p.m.

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

The meeting adjourned at 8:05 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

DATE: July 1, 2025
TO: MAYOR AND CITY COUNCIL
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JULY 15, 2025

Mayor McEvers,

The Municipal Services Department has set a public hearing to hear fee adjustments for the Building, Finance, Fire, Library, Municipal Services, and Parks and Recreation, Police, and Water Departments on July 15, 2025. The fee listing has been made available to the public on the City's website at: <http://cdaid.org/publichearing>

The notice requirements will be met with legal notices in the Press on June 26, 2025 and July 3, 2025.



CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Kelley Setters 6.17.25
Department Name Employee Date

REQUESTED BY:

Christie + Allen Donat
Name

Address Phone

Request is for: ☒ Repurchase of Lot(s)
☐ Transfer of Lots(s) from _____ to _____

Section: R1V Block: NGC Niche(s): 19, _____, _____, _____, _____, _____, _____, _____, _____, _____

Lot(s) are located in: ☐ Forest Cemetery ☒ Forest Cemetery Annex. (Riverview)
Copy must be attached: ☐ Deed ☐ Certificate of Sale
Requester is: ☐ owner ☐ executor ☐ other *Note: If "executor" or "other", affidavits of authorization must be attached.

Title Transfer Fee: \$ _____ Receipt No: _____

ACCOUNTING DEPARTMENT completes the following:

☐ Attach original contract.

Accountant Signature Kate A Date: 6/11/25

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes ☐ No
The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Allen E. + Christie K. Donat
The purchase price of the Lot(s) when sold to the owner of record was \$ 900 - per lot.

Supervisor's Signature M Brandt Date: 06/11/2025

LEGAL/RECORDS completes the following:

Certificate of Conveyance/Transfer received: ☐ Yes ☐ No
Requester is authorized to execute certificate: ☐ Yes ☐ No

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

City Clerk's Signature _____ Date: _____

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

CEMETERY SUPERVISOR completes the following:

Change of ownership noted in Book of Deeds: ☐ Yes ☐ No
Cemetery copy filed original and supporting documents returned to City Clerk: ☐ Yes ☐ No

Cemetery Supervisor's Signature _____ Date: _____

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Christie and Allen Donat

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

Niche(s) 19, Lot(s) _____,

Block(s) NGC, Section(s) RIV

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

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

DATED this ____ day of _____, 20__.

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

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

Section(s) RIV, Block(s) J,

Niche(s) _____, Lot(s) 883

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

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

DATED this ____ day of _____, 20__.

By _____
Mayor

ATTEST:

Renata McLeod, City Clerk

CITY COUNCIL STAFF REPORT

DATE: July 1, 2025
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-25-08c, Thomas George Project Amendment No. 1: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) structure, sixty-five (65) garage units, two (2) commercial units, fifty-eight (58) residential unit condominium subdivision.

HISTORY

Applicant: Tom Anderl, Member
Front Row Properties, LLC
1250 Northwood Center Court, Ste A
Coeur d'Alene, ID 83814

Location: 116 S. 3rd Street

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This is an amendment to the Thomas George Condominium plat in the Corrected Plat of Coeur d'Alene and Kings Addition located in Coeur d'Alene, adjusting it into a one (1) structure, sixty-five (65) garage units, two (2) commercial units, fifty-eight (58) residential unit condominium plat. The adjustments were made from combining two units into one unit and labeling two parking locations into storage locations. All infrastructure improvements were addressed during the pre-construction phase of the residential units on the subject property and are ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

BASIS OF BEARING

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

NOTE

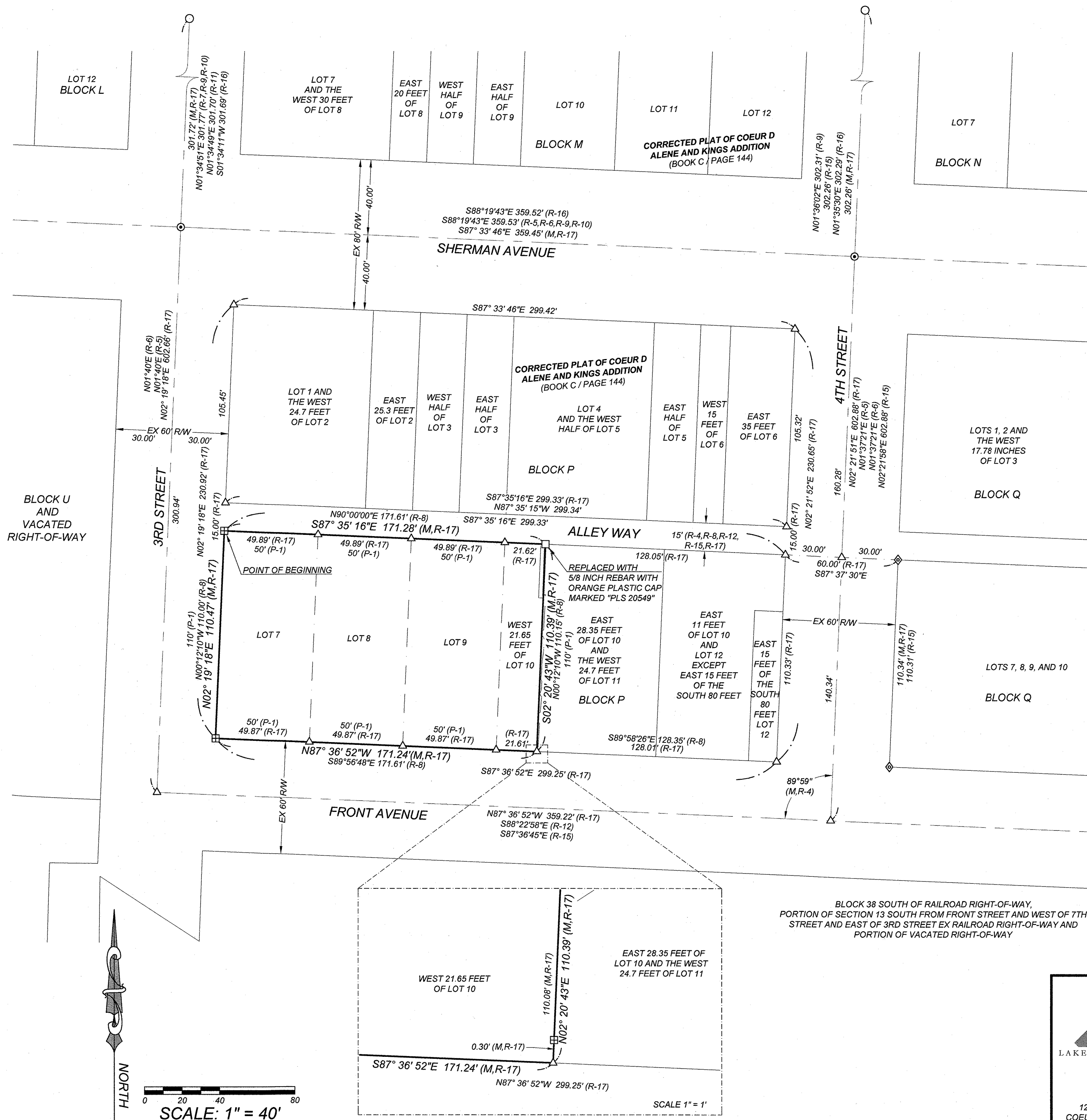
1. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.
2. ANY AREA NOT SPECIFICALLY DESIGNATED AS A UNIT OR LIMITED COMMON AREA IS CONSIDERED TO BE COMMON AREA.
3. INFORMATION SHOWN HEREON IS BASED ON ARCHITECTURAL DRAWINGS AND HAS BEEN VERIFIED TO THE EXTENT POSSIBLE. REFERENCE IS HEREBY MADE TO THE THOMAS GEORGE ARCHITECTURAL DRAWINGS AND CONDOMINIUM DECLARATION & COVENANTS, CODES AND RESTRICTIONS FOR THE THOMAS GEORGE.
4. THE PURPOSE OF THIS PROJECT AMENDMENT NO. 1 IS TO MODIFY THE BOUNDARIES OF UNITS 1001, 1701 AND 1801 AND ASSOCIATED COMMON AREA. TO DELETE UNITS 1002, 1702 AND REDESIGNATE UNITS G15 AND G31 AS STORAGE. CHANGES FROM THE ORIGINAL CONDOMINIUM PLAT RECORDED IN BOOK L OF PLATS, PAGE 757 ARE REFLECTED ON SHEETS 1, 6, 7, 16, 19 AND 20.

REFERENCE DOCUMENTS

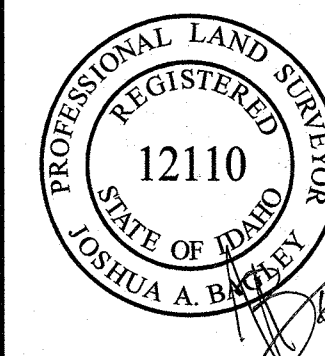
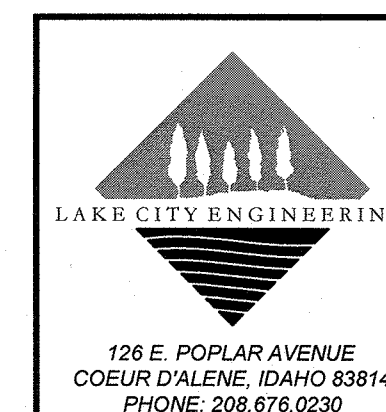
- (R-1) UNRECORDED SURVEY PREPARED BY RAY H. KINDLER PLS 650, JULY 9, 1965.
(R-2) UNRECORDED SURVEY PREPARED BY FREDRICK A. MECKEL PLS 704, MAY 5, 1971.
(R-3) UNRECORDED SURVEY PREPARED BY JAMES P. MECKEL PLS 3451, NOVEMBER 10, 1981.
(R-4) RECORD OF SURVEY PREPARED BY LE PARD & FRAME, INC. AND FILED AT BOOK 4 OF SURVEYS, PAGE 139, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-5) UNRECORDED MAP PREPARED BY J-U-B ENGINEERS, INC., AUGUST 1988.
(R-6) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 9 OF SURVEYS, PAGE 114, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-7) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING AND SURVEYING AND FILED AT BOOK 12 OF SURVEYS, PAGE 52, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-8) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING AND SURVEYING AND FILED AT BOOK 16 OF SURVEYS, PAGE 4, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-9) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 18 OF SURVEYS, PAGE 495, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-10) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 22 OF SURVEYS, PAGE 478, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-11) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING & SURVEYING AND FILED AT BOOK 24 OF SURVEYS, PAGE 117, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-12) RECORD OF SURVEY PREPARED BY NORTH ENGINEERING, PLLC, AND FILED AT BOOK 26 OF SURVEYS, PAGE 297, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-13) RECORD OF SURVEY PREPARED BY NORTH ENGINEERING, P.L.L.C., AND FILED AT BOOK 27 OF SURVEYS, PAGE 141, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-14) RECORD OF SURVEY PREPARED BY WELCH-COMER ENGINEERS SURVEYORS AND FILED AT BOOK 28 OF SURVEYS, PAGE 149, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-15) RECORD OF SURVEY PREPARED BY J-U-B ENGINEERS, INC., AND FILED AT BOOK 28 OF SURVEYS, PAGE 200, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-16) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, INC., AND FILED AT BOOK 28 OF SURVEYS, PAGE 328, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-17) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC., AND FILED AT BOOK 31 OF SURVEYS, PAGE 782, RECORDS OF KOOTENAI COUNTY, IDAHO.
(P-1) CORRECTED PLAT OF THE TOWN OF COEUR D'ALENE AND KING'S ADDITION, THERETO FILED AT BOOK "C" OF DEEDS, PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO.
(P-2) CONDOMINIUM PLAT OF THOMAS GEORGE PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK L OF PLATS, PAGE 757, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

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



BLOCK 38 SOUTH OF RAILROAD RIGHT-OF-WAY, PORTION OF SECTION 13 SOUTH FROM FRONT STREET AND WEST OF 7TH STREET AND EAST OF 3RD STREET EX RAILROAD RIGHT-OF-WAY AND PORTION OF VACATED RIGHT-OF-WAY



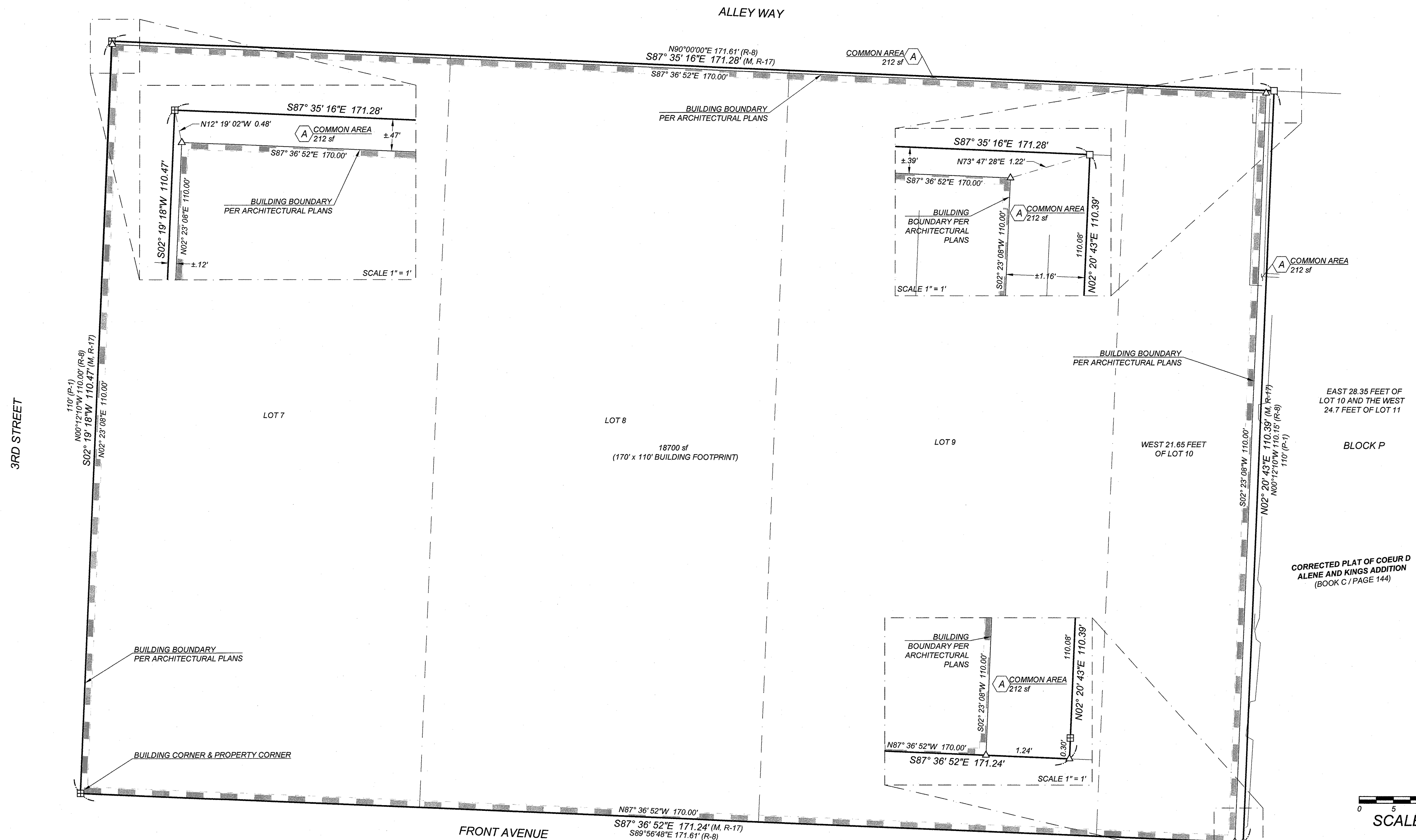
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DRAFTED BY:	SMA
SCALE:	1" = 40'
DATE:	06/20/2025
JOB NO:	LCE 21-045.1
1	23

THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

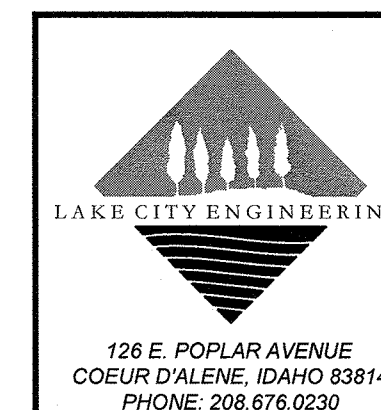


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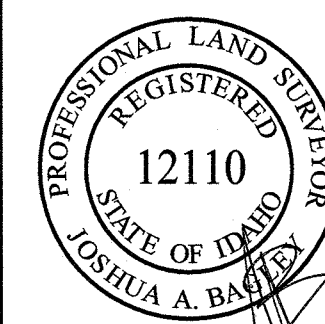
- ▣ FOUND "x" IN CONCRETE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 832"
- ◆ FOUND CONCRETE NAIL AND WASHER MARKED "PLS 13419"
- FOUND 2.5" BRASS CAP
- FOUND 2.5" ALUMINUM CAP MARKED "PLS 12463"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- (M) MEASURED

AREA OF OWNERSHIP

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



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



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

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JOB NO: LCE 21-045.1

2

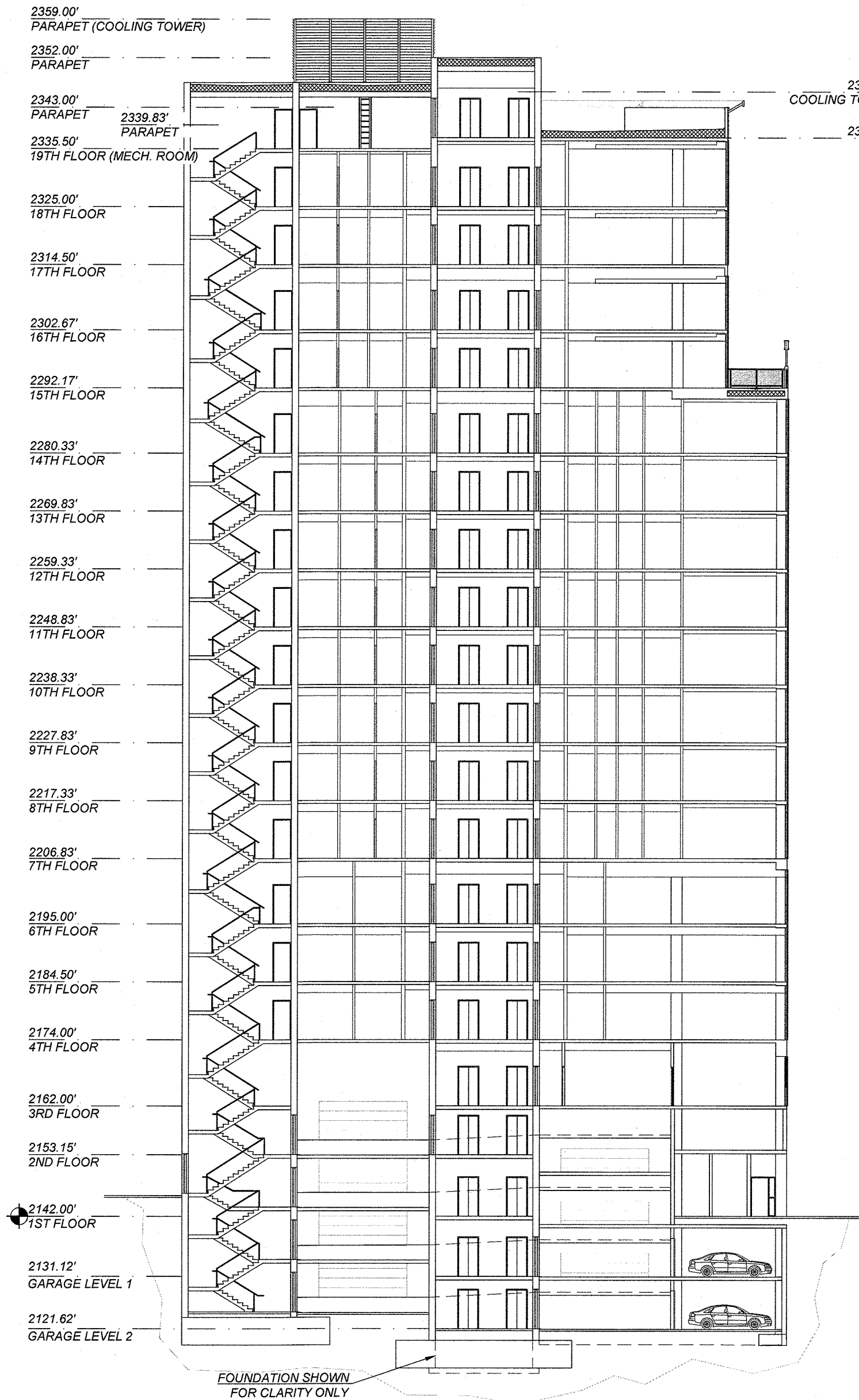
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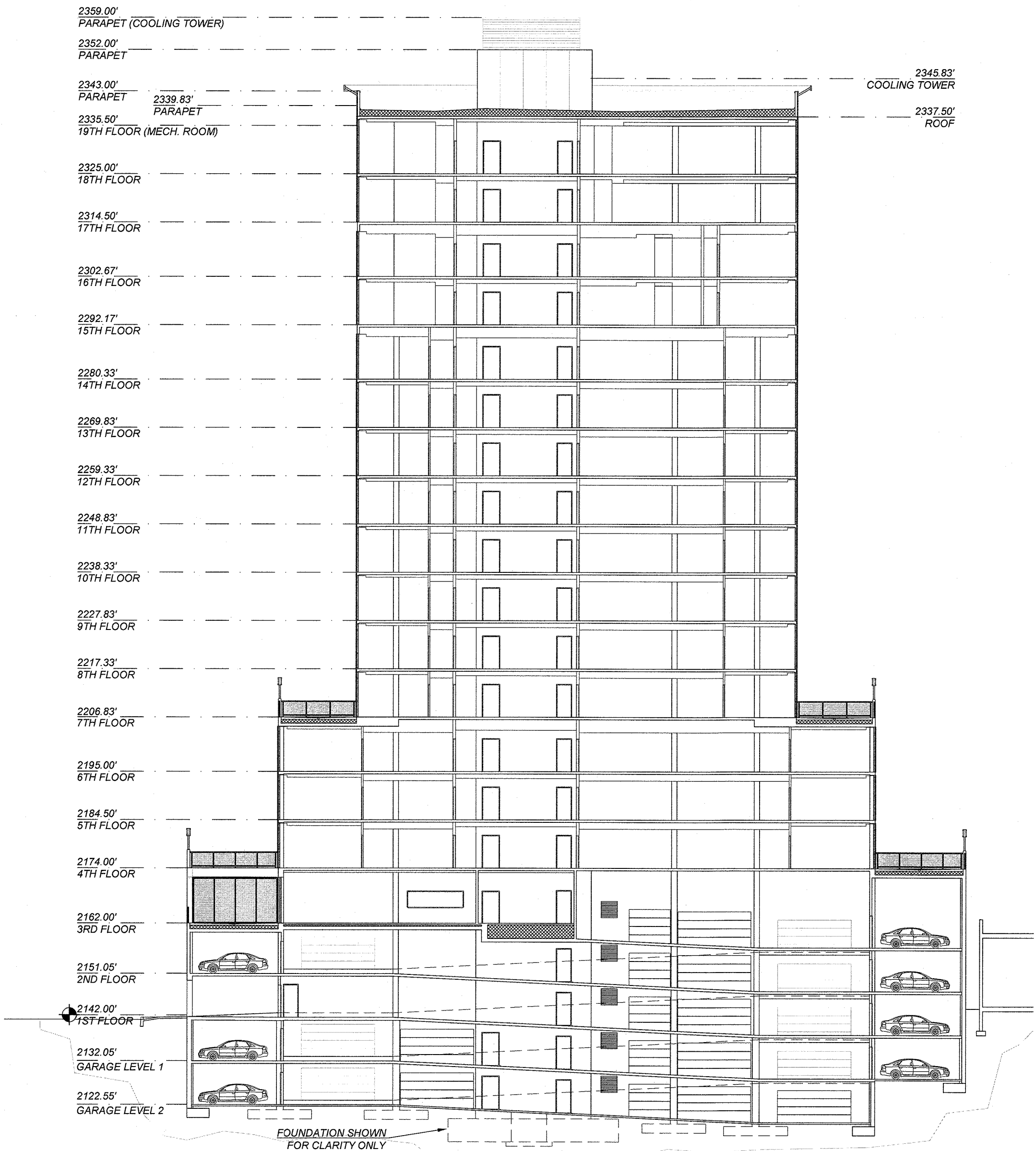
A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE
AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



WEST BUILDING FINISHED FLOOR ELEVATIONS



SOUTH BUILDING FINISHED FLOOR ELEVATIONS

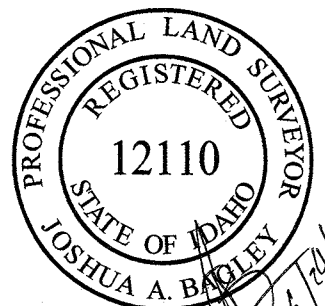
NOTES

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

SCALE: 1" = 20'



126 E. POPLAR AVENUE
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DATE: 06/20/2025
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3

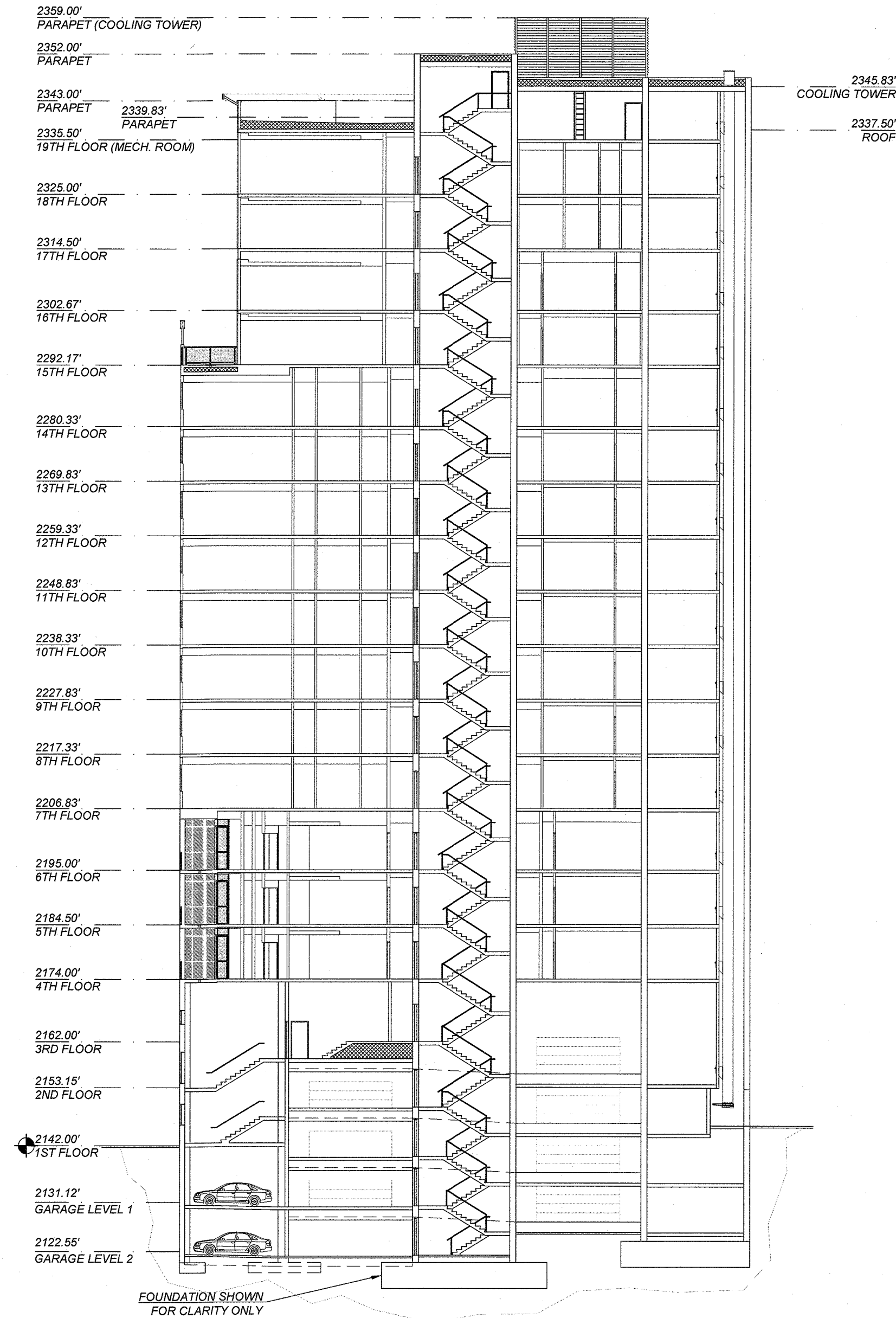
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THOMAS GEORGE PROJECT AMENDMENT No. 1

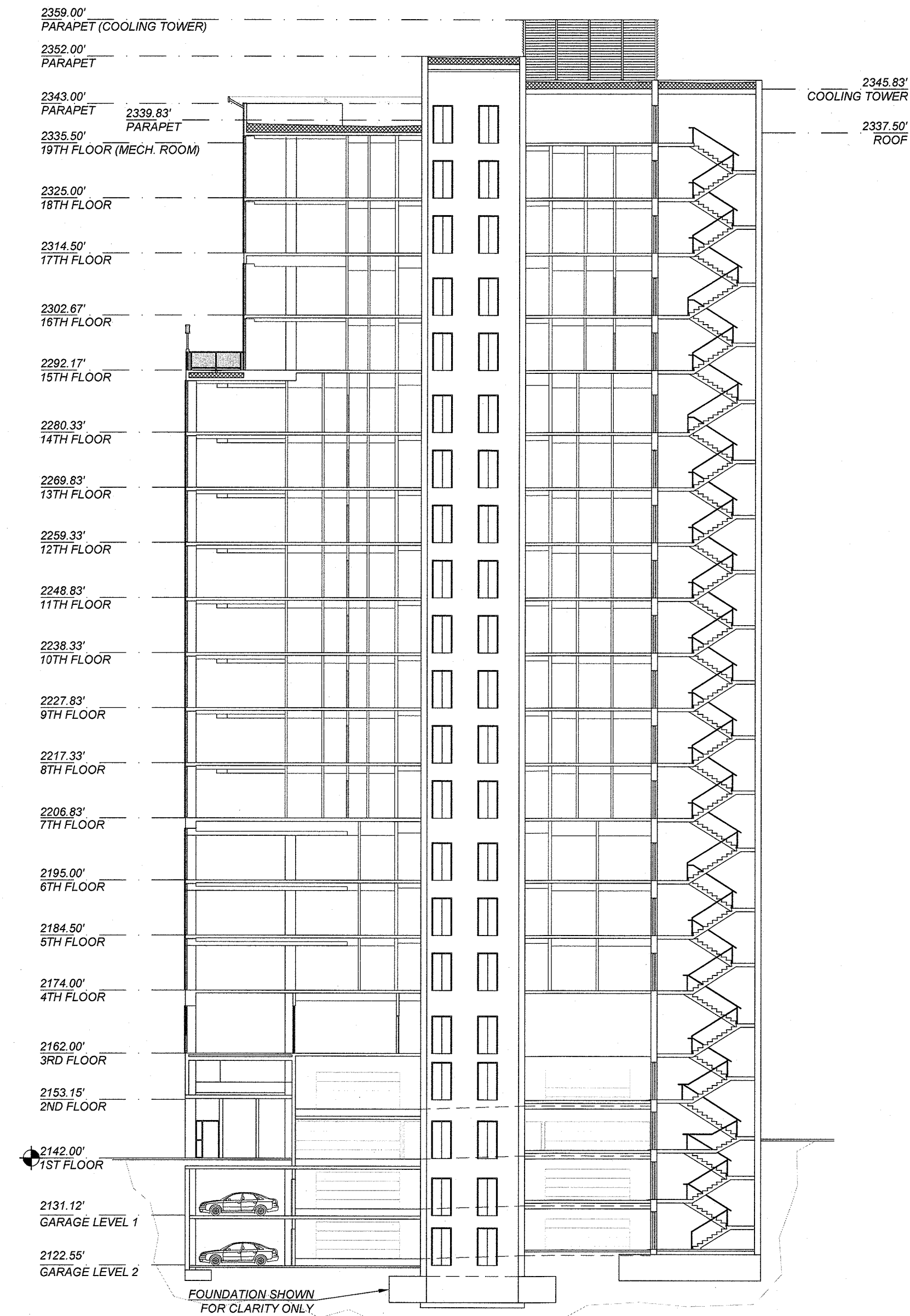
A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE
AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



NORTH BUILDING FINISHED FLOOR ELEVATIONS



EAST BUILDING FINISHED FLOOR ELEVATIONS

NOTES

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

SCALE: 1" = 20'



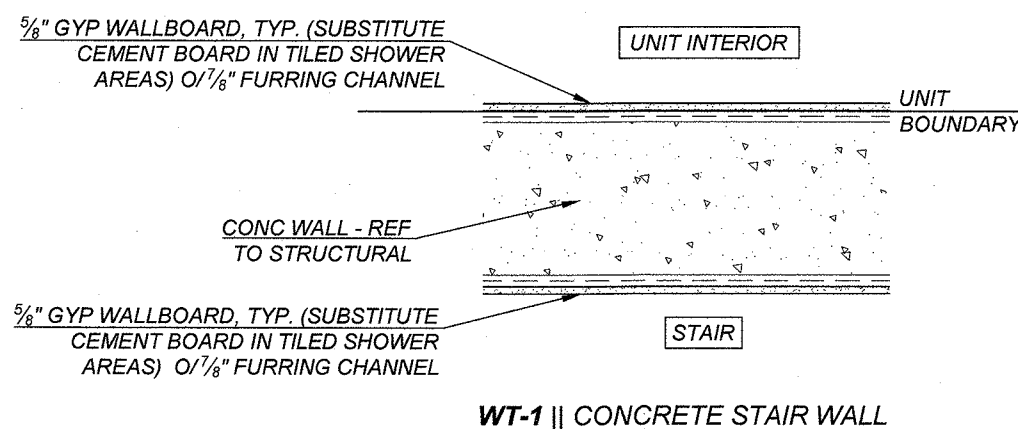
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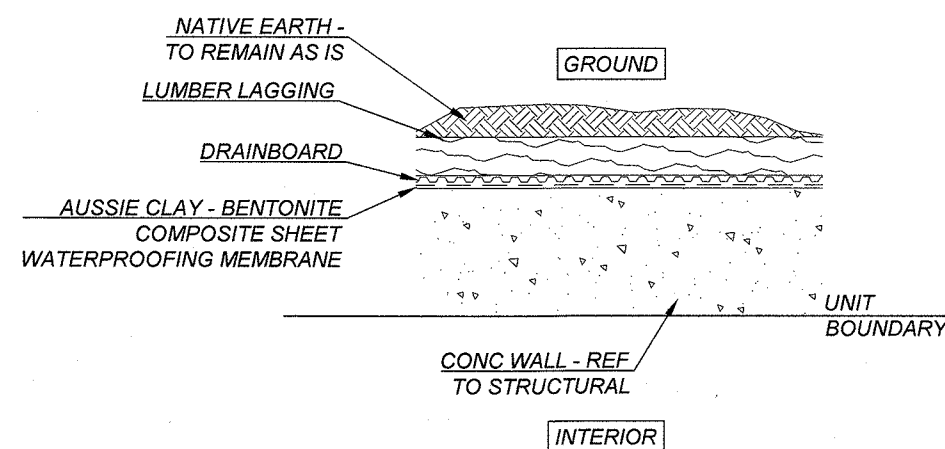
A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

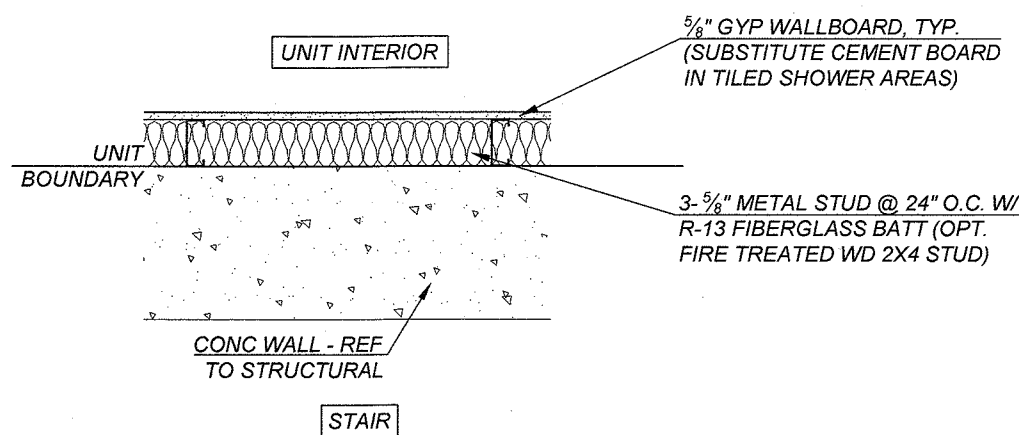
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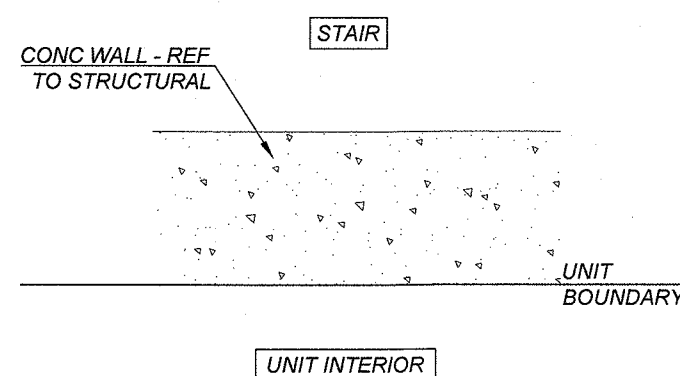
WT-1 || CONCRETE STAIR WALL



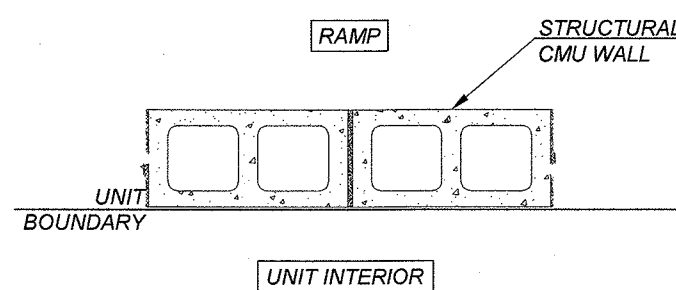
WT-1A || CONCRETE FOUNDATION



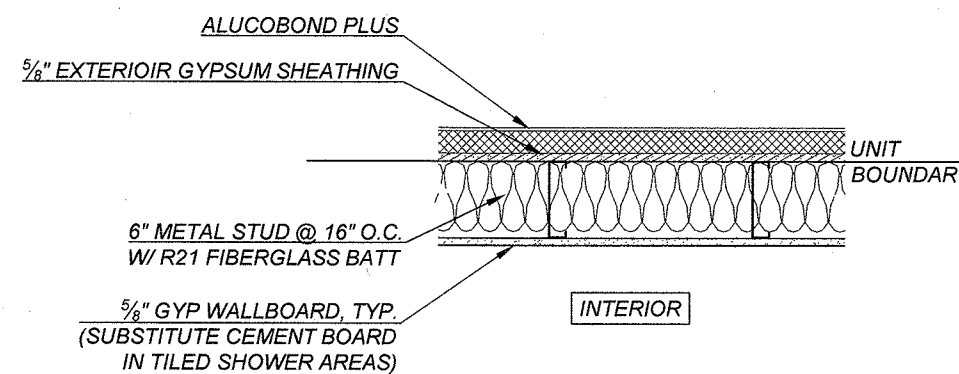
WT-1B || CONCRETE STAIR WALL



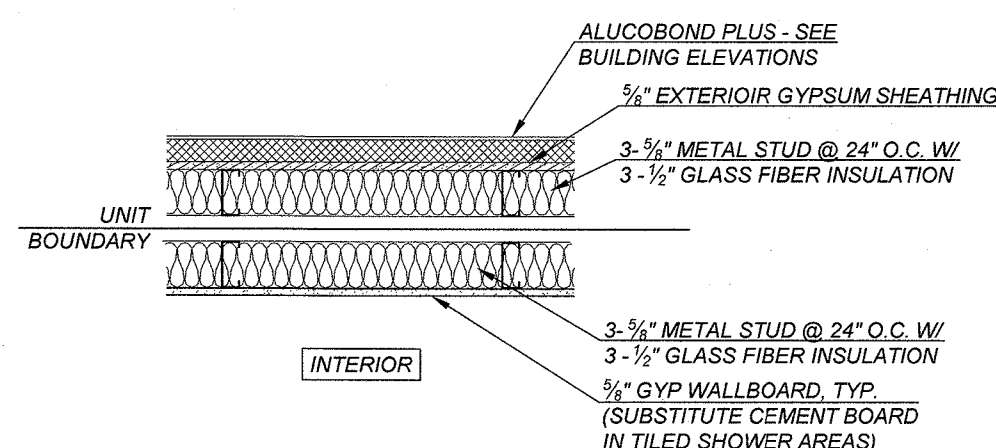
WT-1C || PARKING CONCRETE WALL



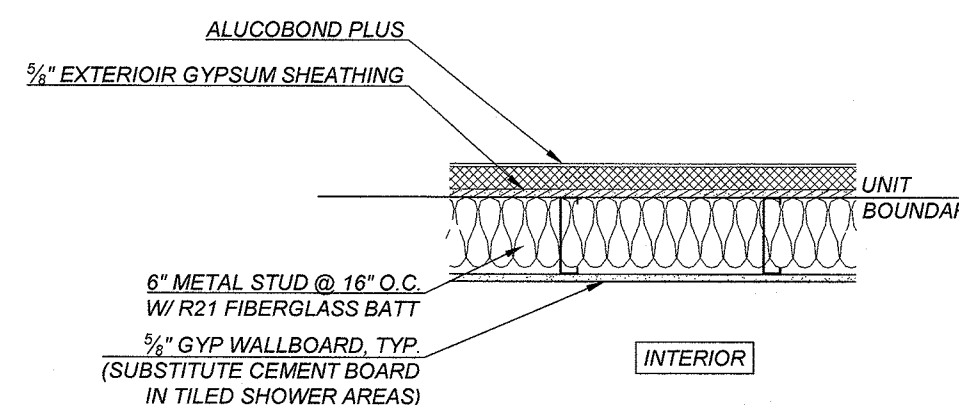
WT-1D || CMU WALL



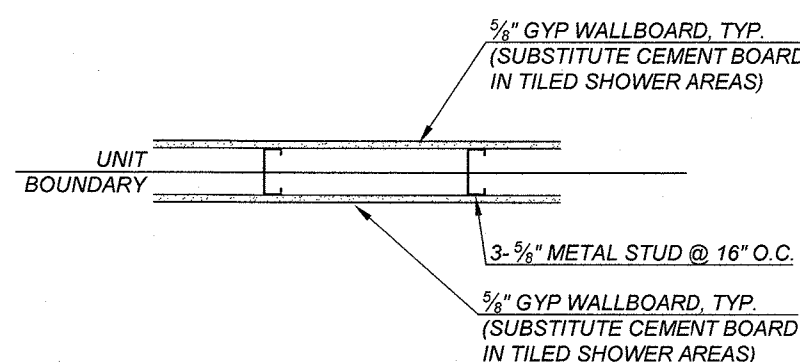
WT-2 || EXTERIOR STUD WALL



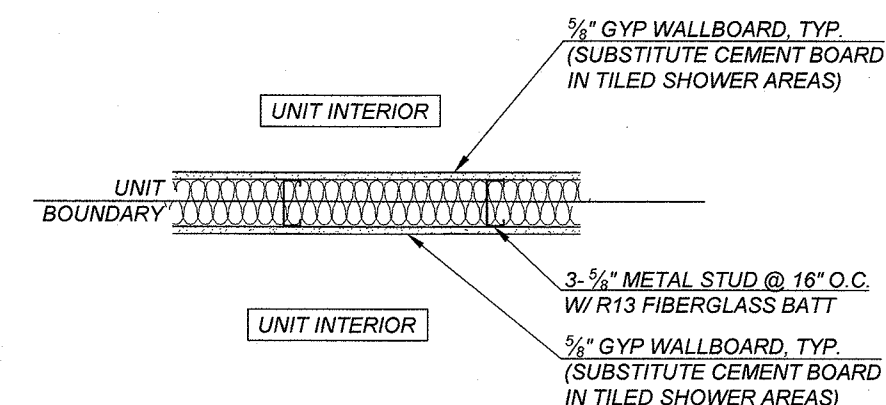
WT-2C || EXTERIOR STUD WALL



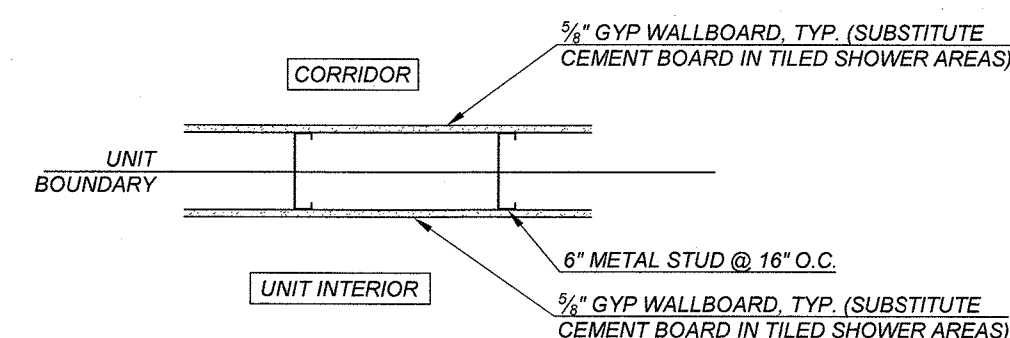
WT-2R || EXTERIOR STUD WALL



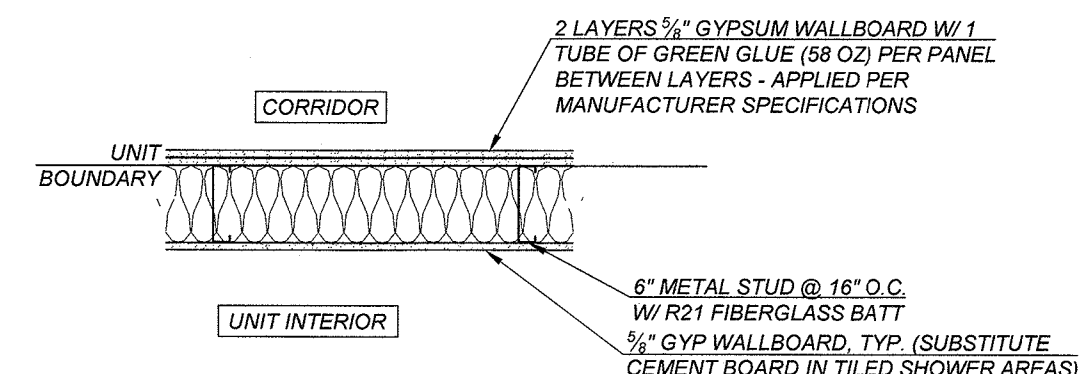
WT-3 || UNIT INTERIOR WALL



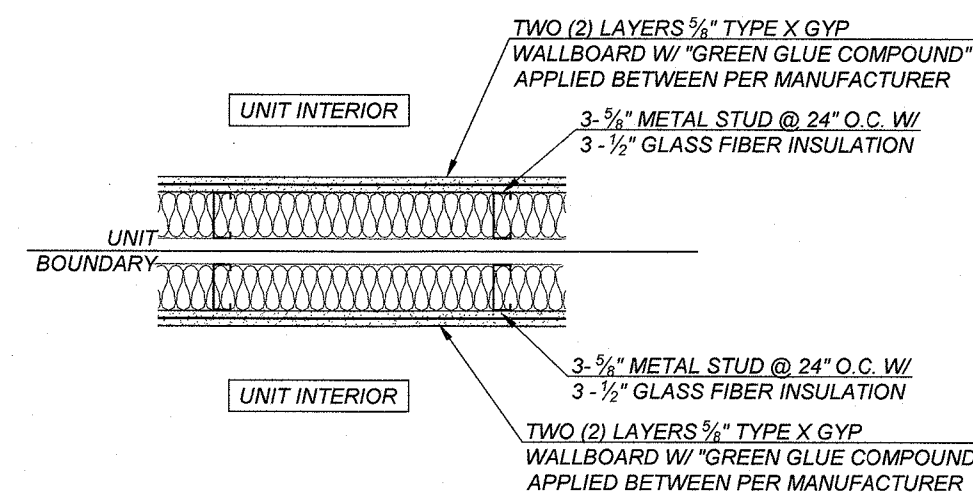
WT-3B || UNIT INTERIOR WALL



WT-4 || INTERIOR CORRIDOR WALL



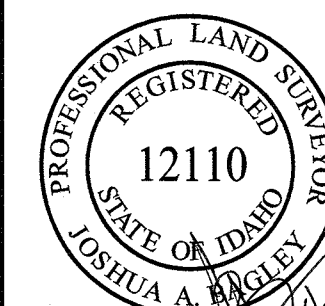
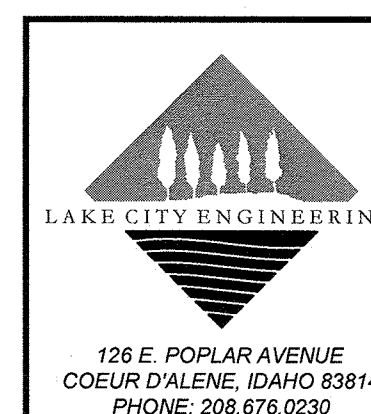
WT-4B || INTERIOR CORRIDOR WALL



WT-5B || UNIT SEPERATION WALL

NOTE:

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



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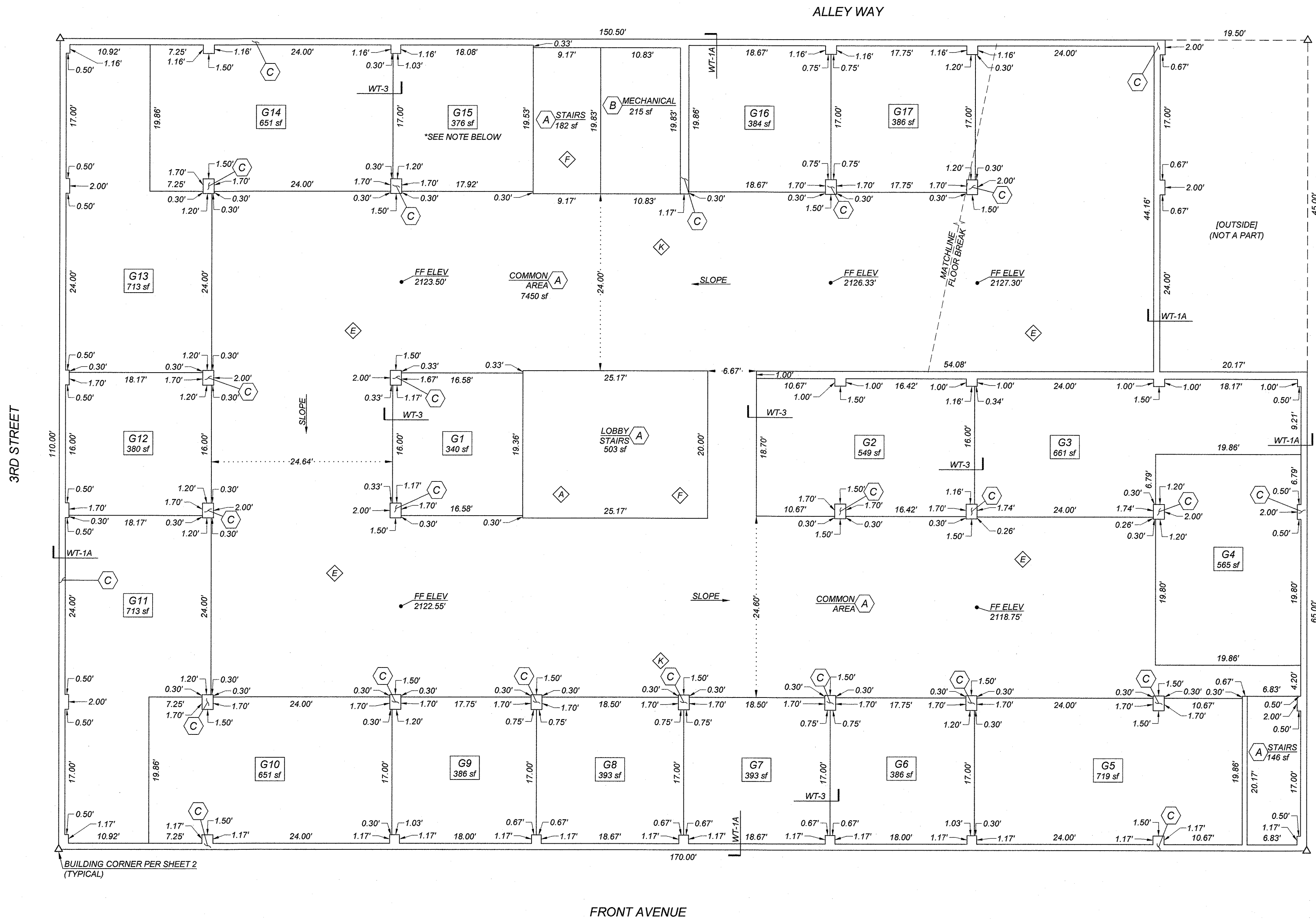
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THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY

GARAGE LEVEL 2

FINISH FLOOR ELEVATION = VARIES
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

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

NOTE

UNIT G15 IS DESIGNATED AS STORAGE.



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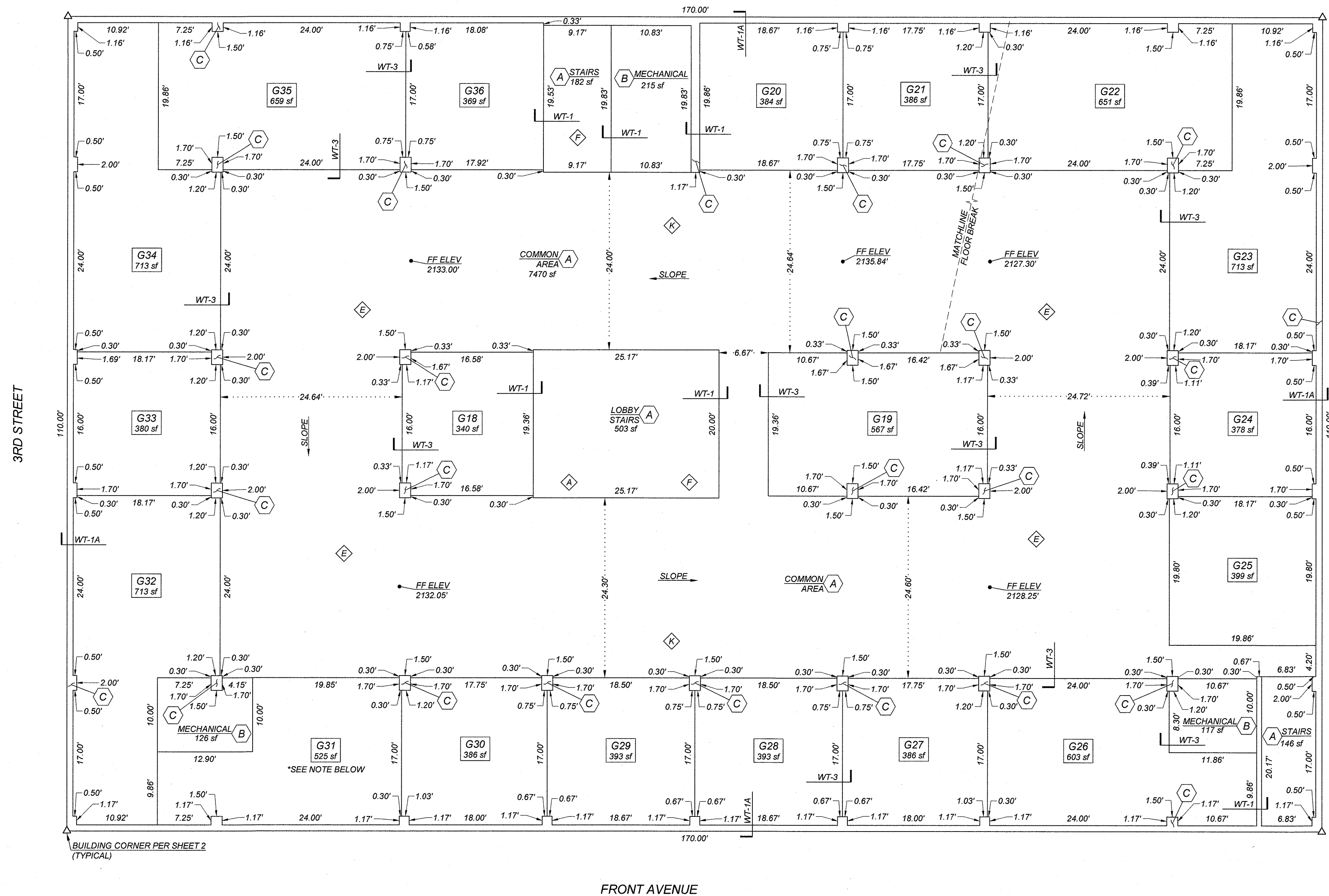
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BOOK: _____ PAGE: _____

INSTRUMENT No. _____

ALLEY WAY



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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

GARAGE LEVEL 1

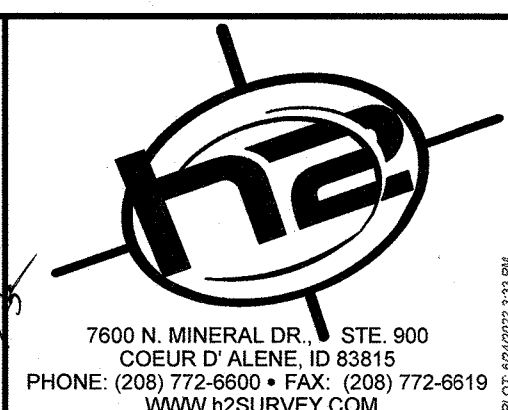
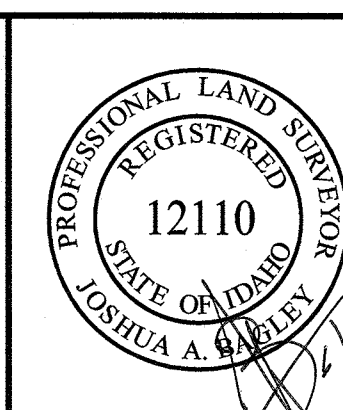
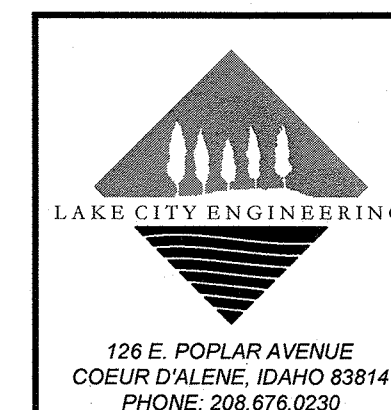
FINISH FLOOR ELEVATION = VARIES
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

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

NOTE

UNIT G31 IS DESIGNATED AS STORAGE.



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7

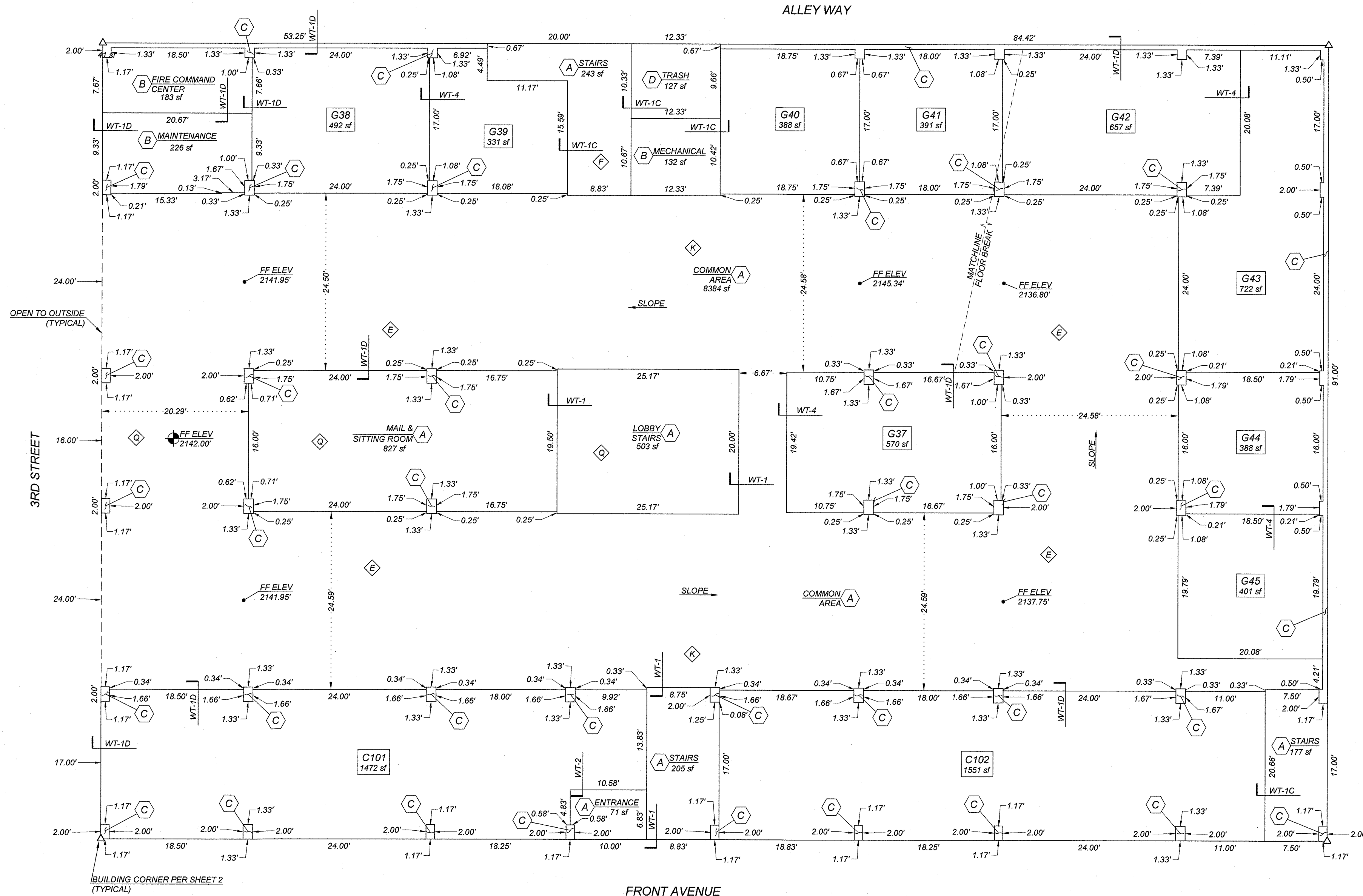
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THOMAS GEORGE PROJECT AMENDMENT No. 1

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BOOK: _____ PAGE: _____

INSTRUMENT No. _____



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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



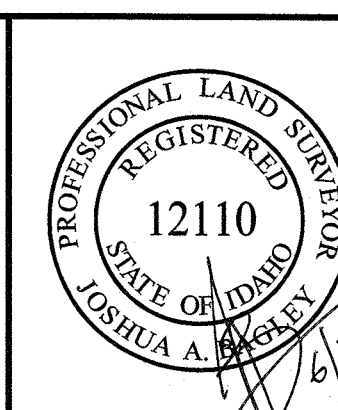
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1st FLOOR

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

AREA OF OWNERSHIP

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



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DATE: 06/20/2025
JOB NO: LCE 21-045.1

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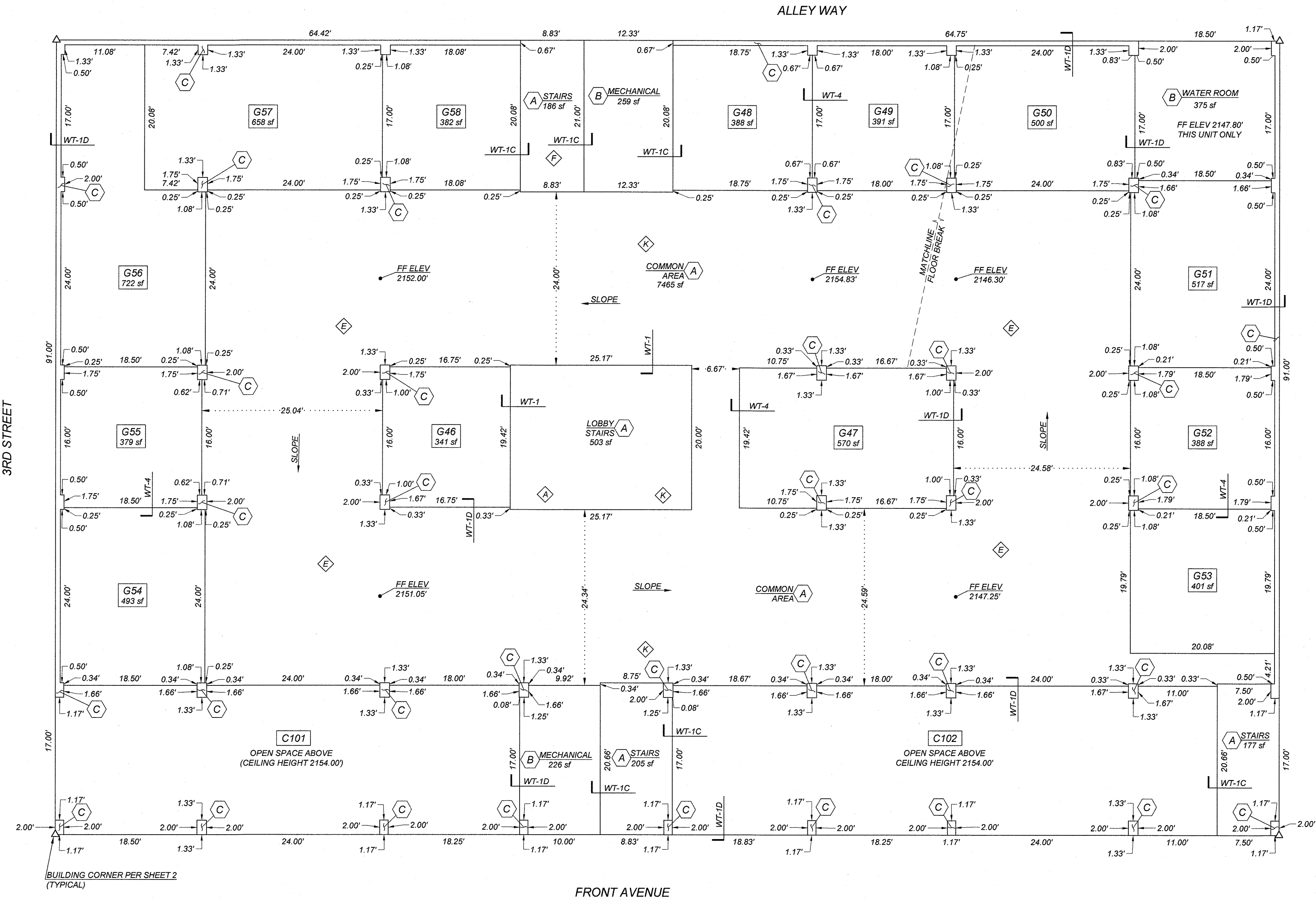
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THOMAS GEORGE PROJECT AMENDMENT No. 1

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BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



CEILING SCHEDULE		
TAG	DESCRIPTION	HEIGHT
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H	CONC	9'-10"
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J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

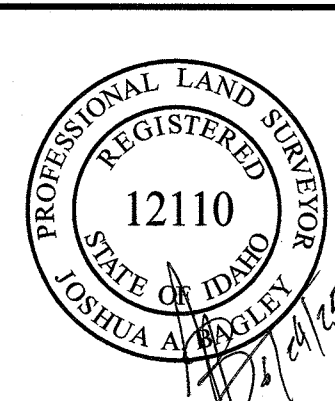
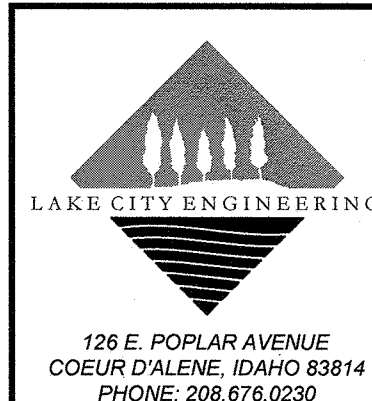
- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY

2nd FLOOR

FINISH FLOOR ELEVATION = VARIES
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

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



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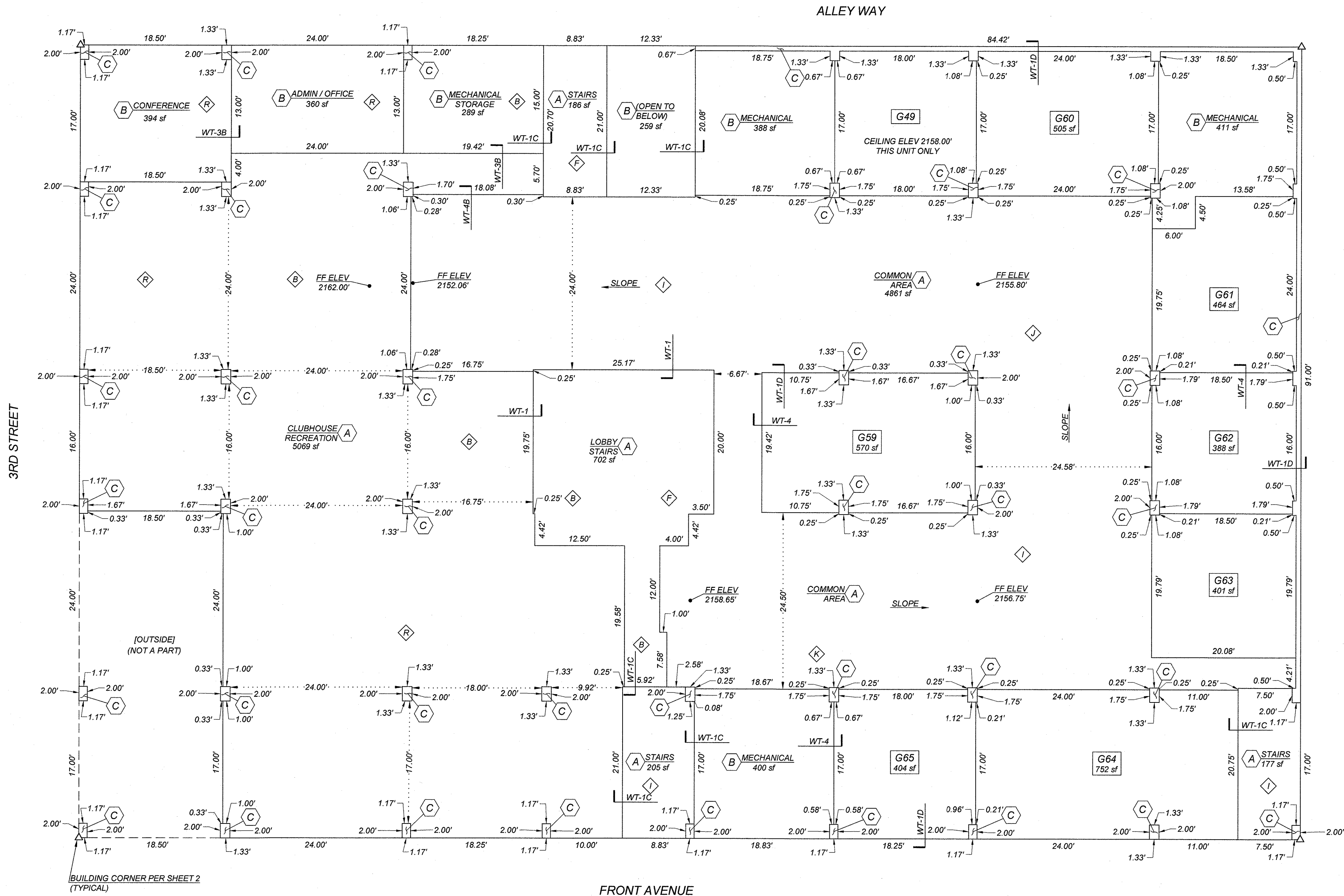
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THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY

3rd FLOOR

GARAGE FINISH FLOOR ELEVATION = VARIES

CLUBHOUSE AREA FINISH FLOOR ELEVATION = 2162.00'

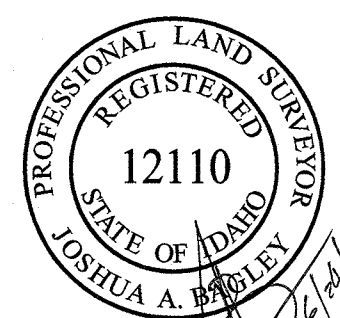
CEILING HEIGHT ELEVATION = VARIES

AREA OF OWNERSHIP

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



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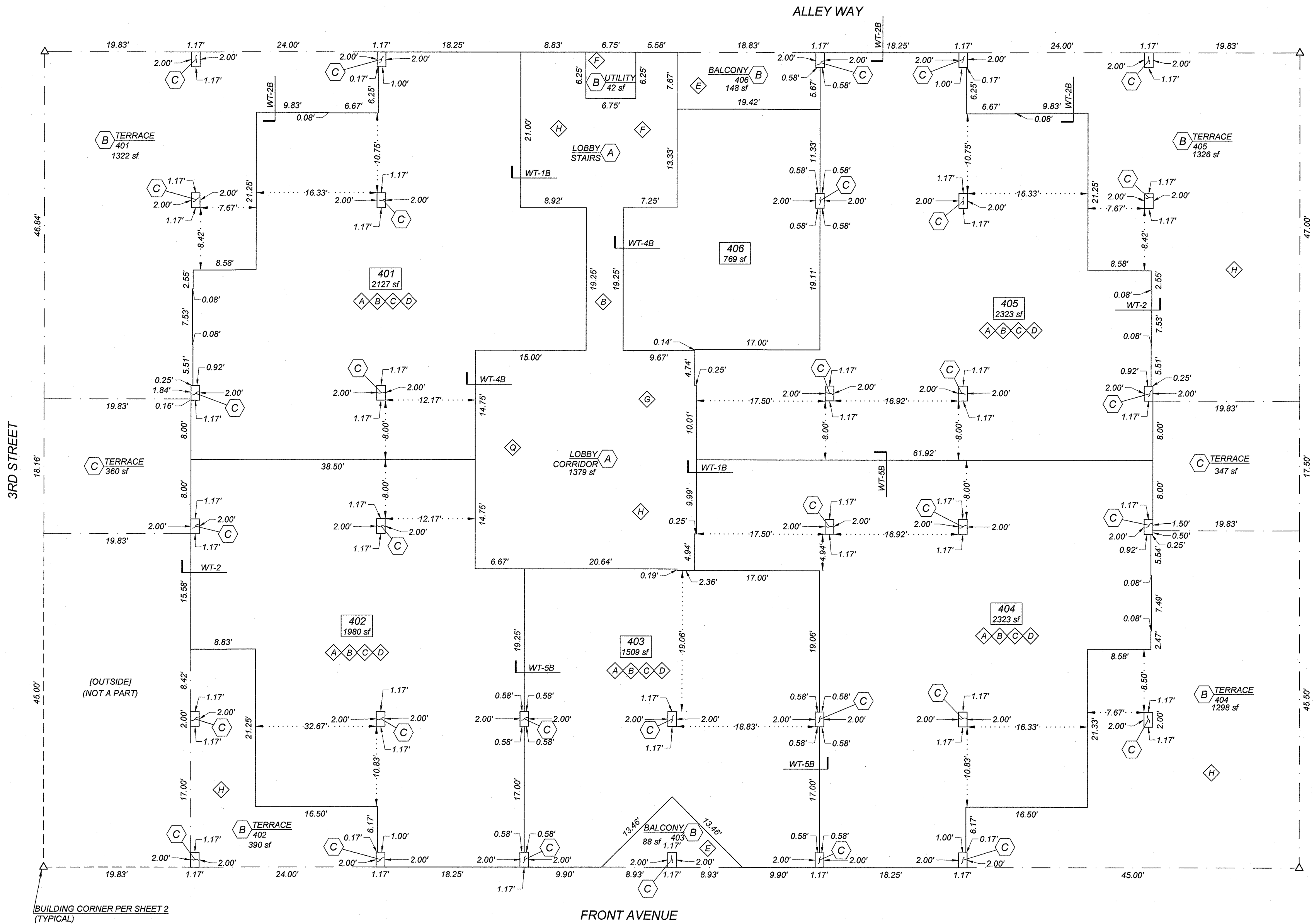
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E	CONC	8'-11"
F	CONC	8'-10"
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H	CONC	9'-10"
I	CONC	16'-8.5"
J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY

4th FLOOR

FINISH FLOOR ELEVATION = 2174.00'

CEILING HEIGHT ELEVATION = 2182.50' A

CEILING HEIGHT ELEVATION = 2183.00' B

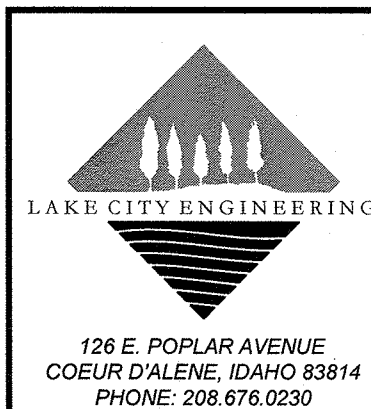
CEILING HEIGHT ELEVATION = 2183.25' C

CEILING HEIGHT ELEVATION = 2183.75' D

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

AREA OF OWNERSHIP

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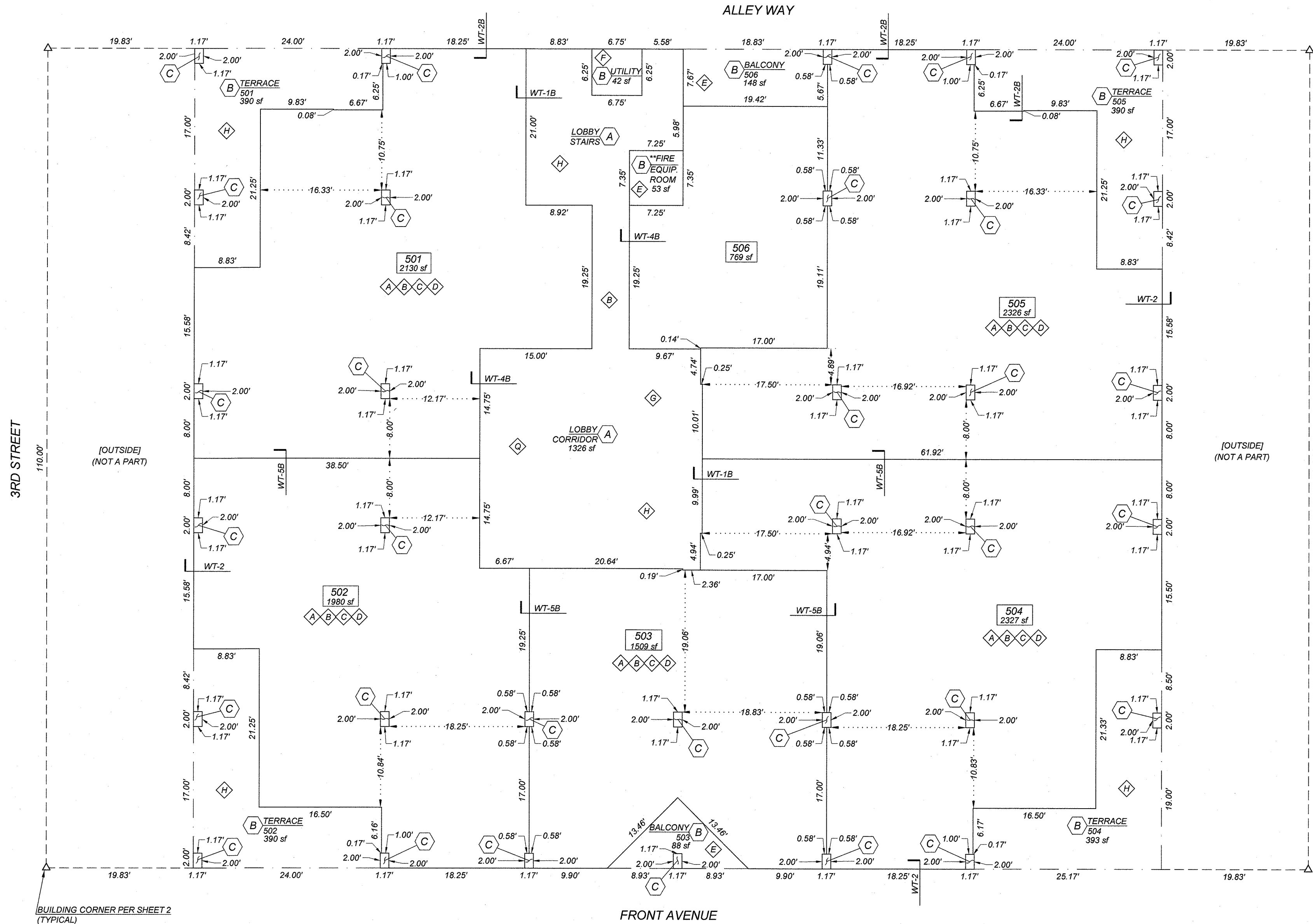
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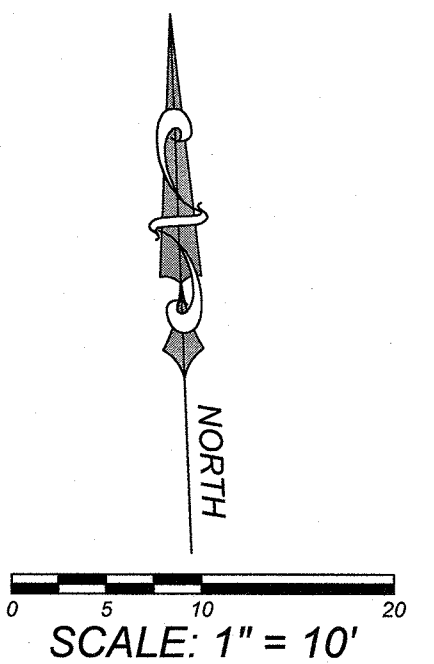


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O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

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



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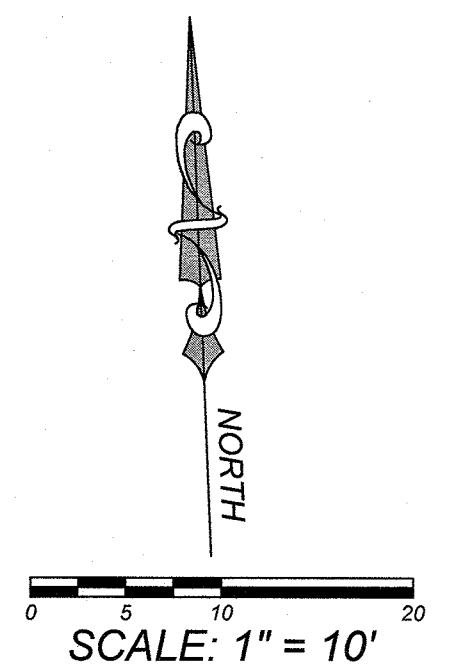
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J	CONC	17'-6"
K	CONC	11'-8"
L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

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



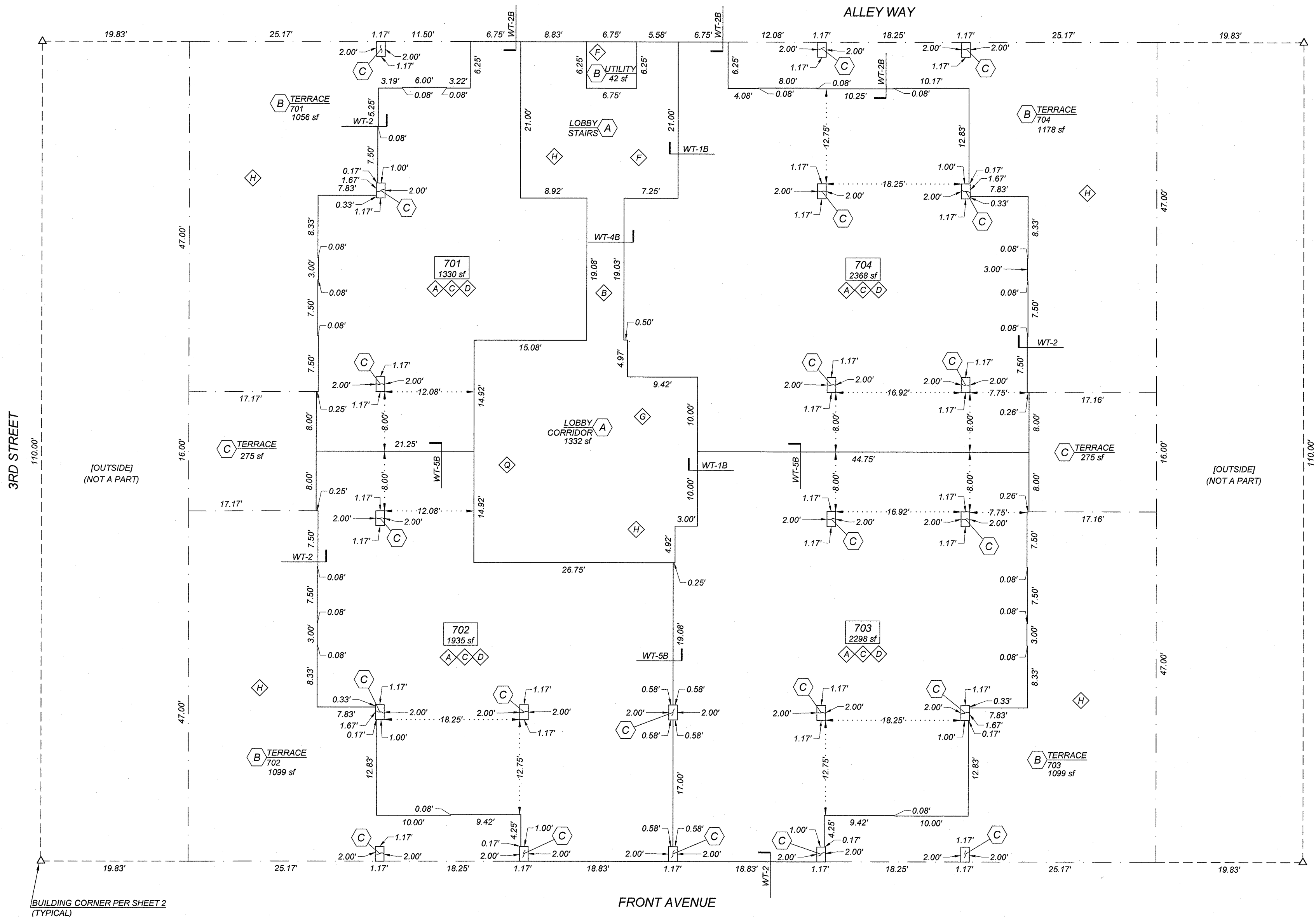
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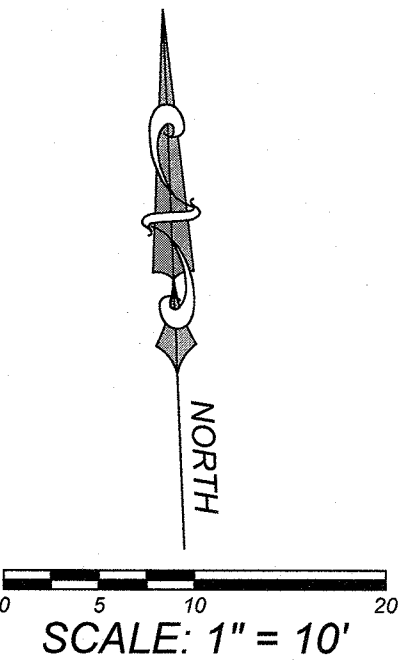


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LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



7th FLOOR

FINISH FLOOR ELEVATION = 2206.83'
CEILING HEIGHT ELEVATION = 2215.33'
CEILING HEIGHT ELEVATION = 2216.08'
CEILING HEIGHT ELEVATION = 2216.58'

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

AREA OF OWNERSHIP

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

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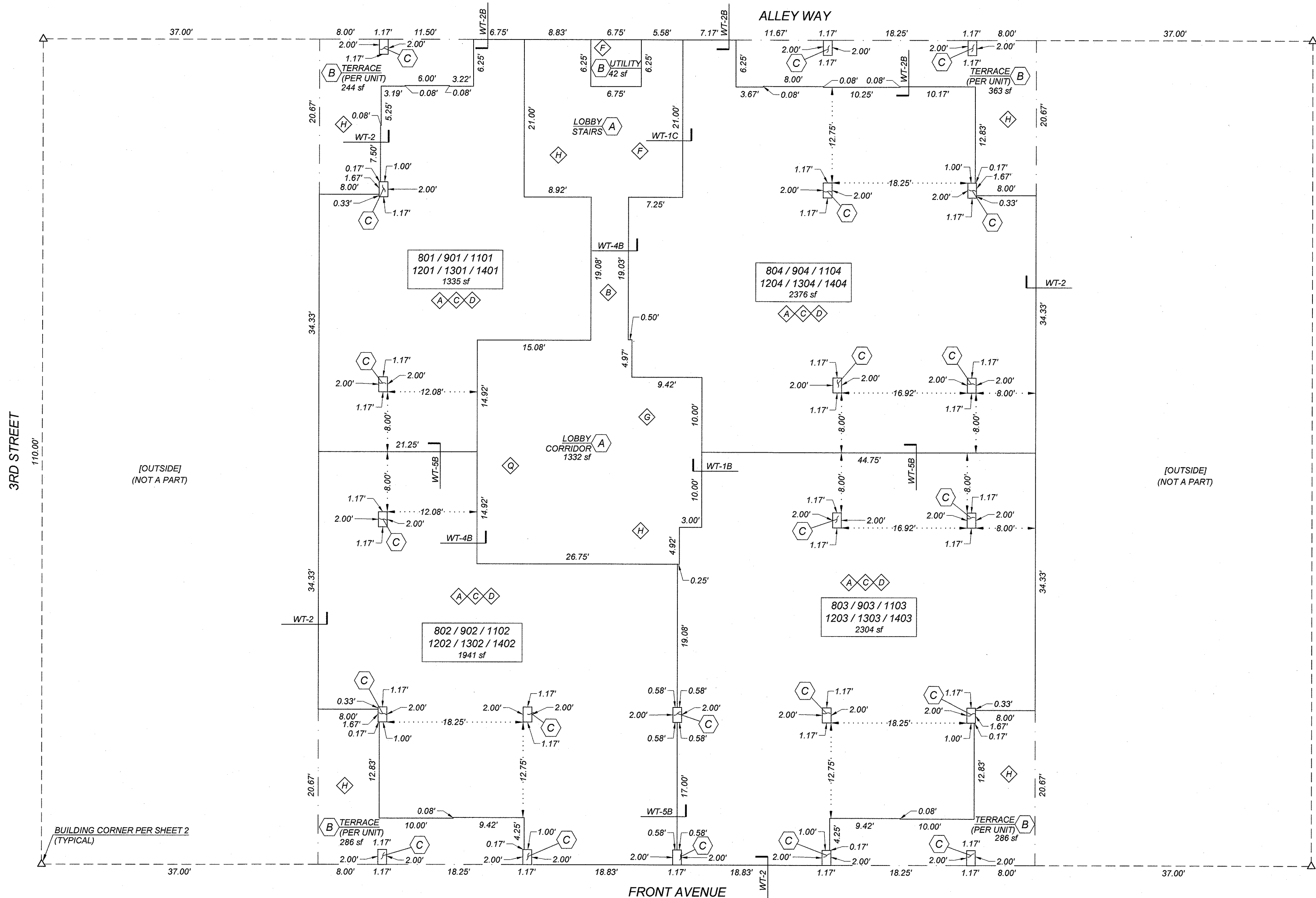
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L	GWB	10'-6"
M	GWB	11'-3"
N	GWB	11'-9"
O	ACM	11'-9"
P	CONC	9'-0"
Q	SUSP. WD. PANELS	8'-6"
R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

AREA OF OWNERSHIP

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

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY

8th FLOOR

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

12th FLOOR

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

9th FLOOR

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

13th FLOOR

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

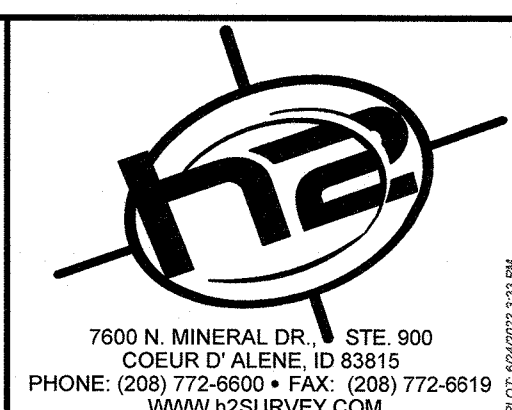
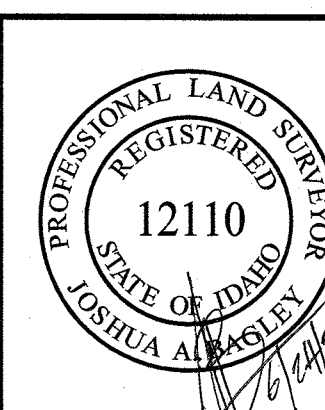
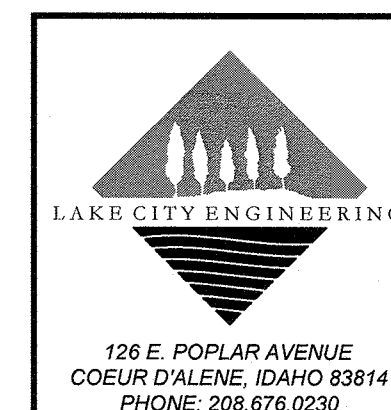
11th FLOOR

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

14th FLOOR

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

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



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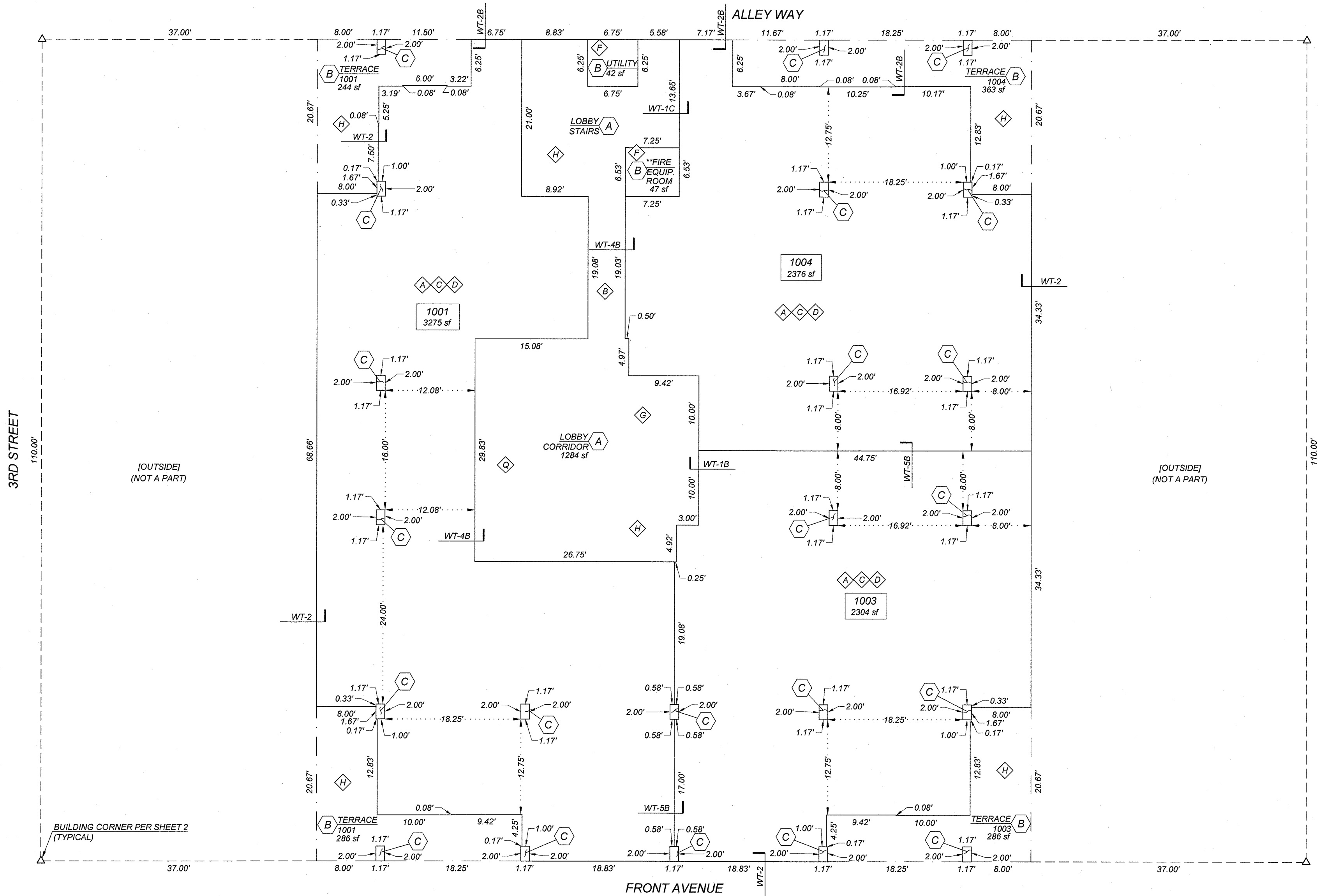
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THOMAS GEORGE PROJECT AMENDMENT No. 1

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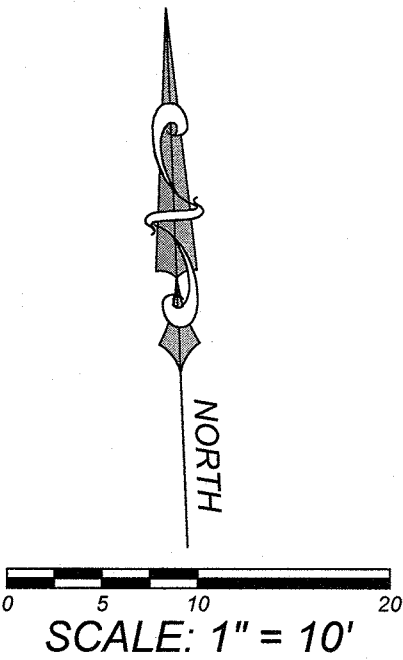
LEGEND

UNIT BOUNDARY

BUILDING ENVELOPE

TERRACE/BALCONY BOUNDARY

**FIRE EQUIP. ROOM FIRE EQUIPMENT ROOM



10th FLOOR

FINISH FLOOR ELEVATION = 2238.33'

CEILING HEIGHT ELEVATION = 2246.83' A

CEILING HEIGHT ELEVATION = 2247.58' C

CEILING HEIGHT ELEVATION = 2248.08' D

AREA OF OWNERSHIP

A COMMON AREA

B LIMITED COMMON AREA

C LIMITED COMMON AREA (NON ACCESSIBLE)

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

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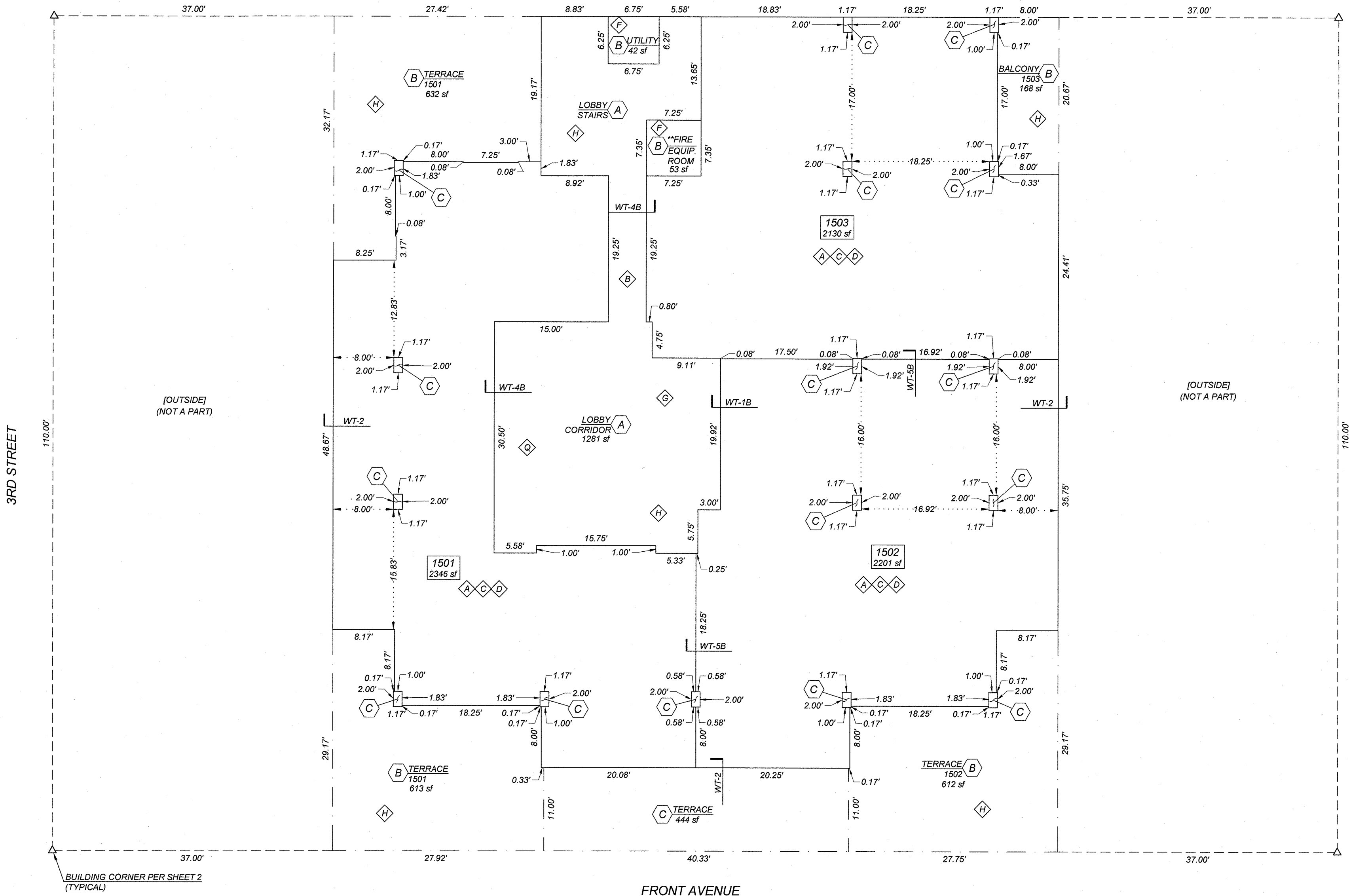
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ALLEY WAY

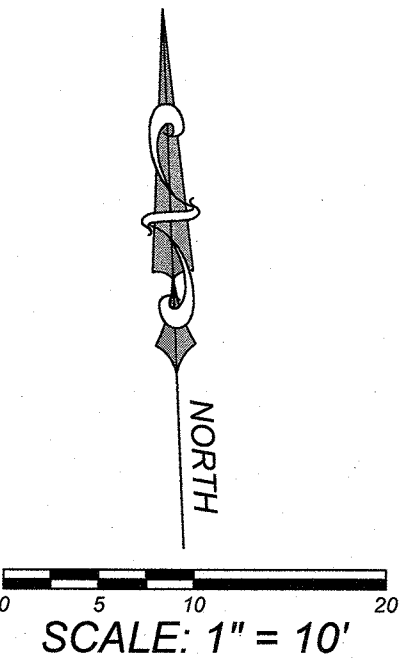


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R	SUSP. WD. PANELS	9'-6"

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

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



15th FLOOR

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

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

AREA OF OWNERSHIP

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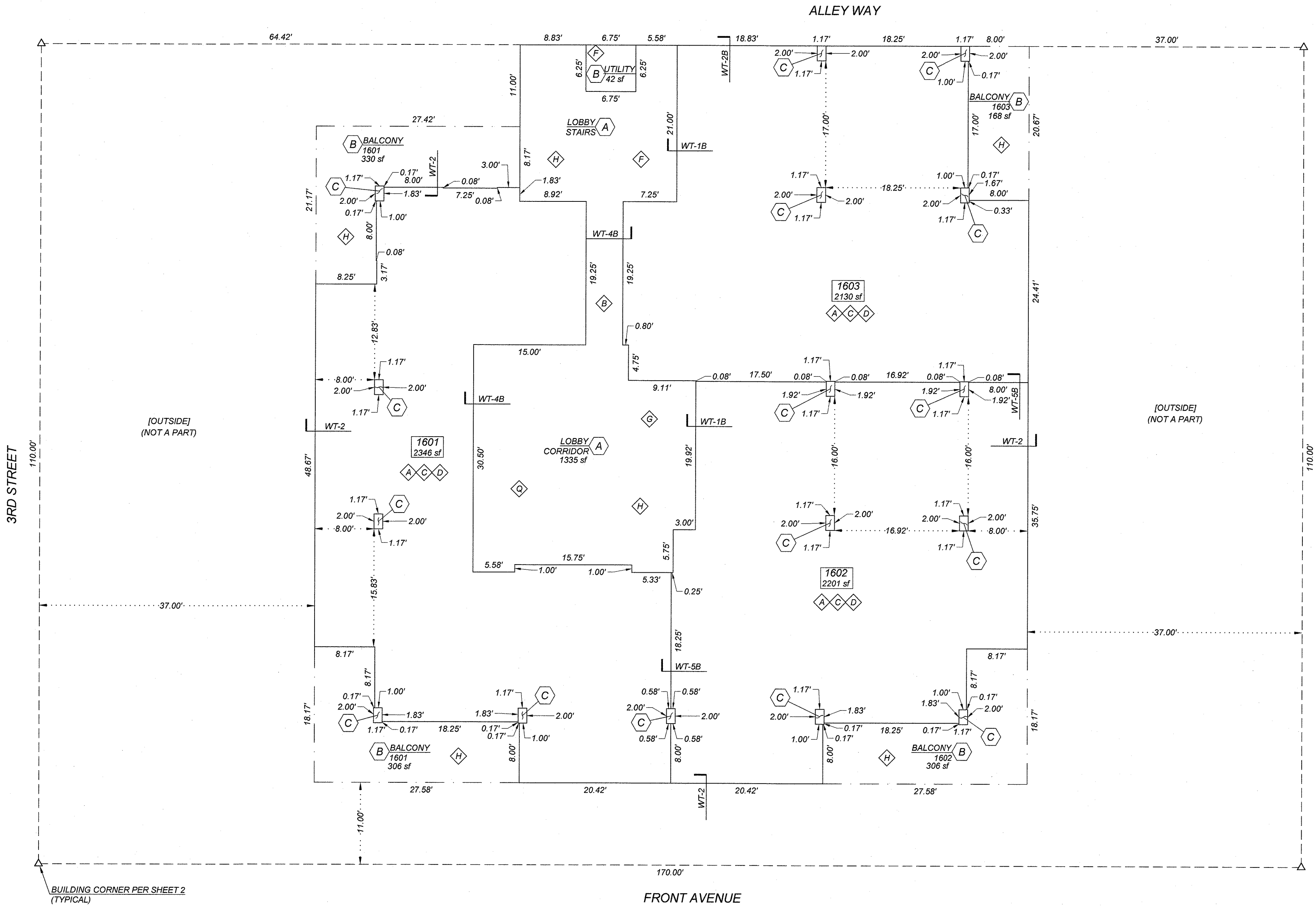
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LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

16th FLOOR

FINISH FLOOR ELEVATION = 2302.67'
CEILING HEIGHT ELEVATION = 2311.17' A
CEILING HEIGHT ELEVATION = 2311.92' C
CEILING HEIGHT ELEVATION = 2312.42' D

*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE.
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DRAFTED BY: SMA
SCALE: 1" = 10'
DATE: 06/20/2025
JOB NO: LCE 21-045.1

18

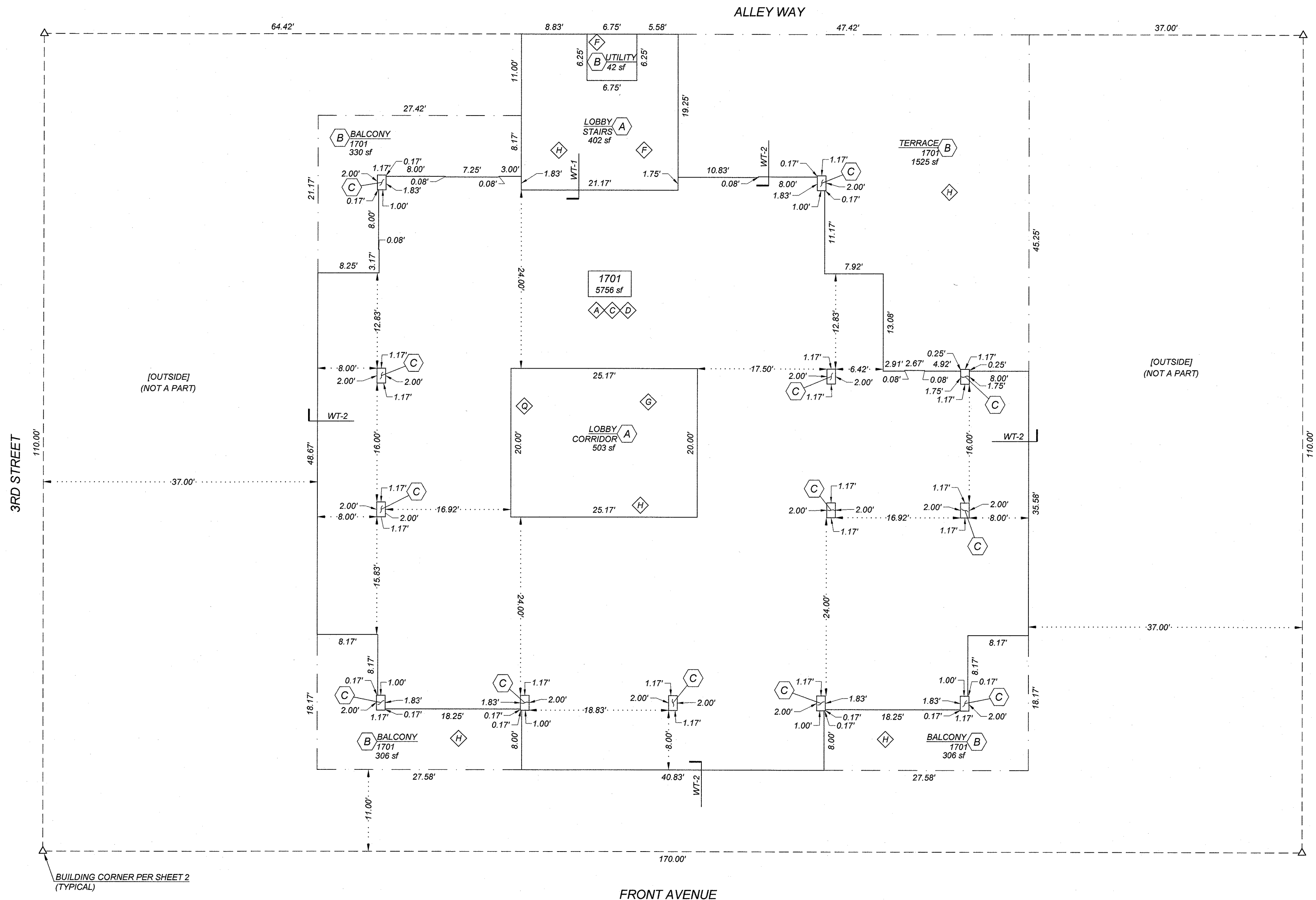
23

THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



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

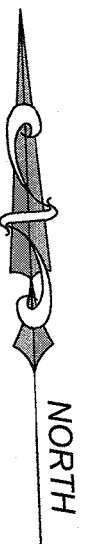
*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

UNIT BOUNDARY

BUILDING ENVELOPE

TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

17th FLOOR

FINISH FLOOR ELEVATION = 2314.50'

CEILING HEIGHT ELEVATION = 2323.00' (A)

CEILING HEIGHT ELEVATION = 2323.75' (C)

CEILING HEIGHT ELEVATION = 2324.25' (D)

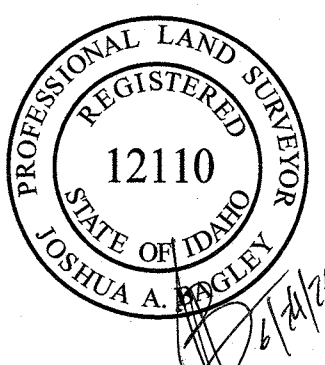
*RESIDENTIAL UNIT CEILING HEIGHTS SHOWN FOR REFERENCE.
SEE ARCHITECTURAL DRAWINGS AND CEILING SCHEDULE AT RIGHT.

AREA OF OWNERSHIP

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



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



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

CHECKED BY: DCD/JAB
DRAFTED BY: SMA
SCALE: 1" = 10'
DATE: 06/20/2025
JOB NO: LCE 21-045.1

19

23

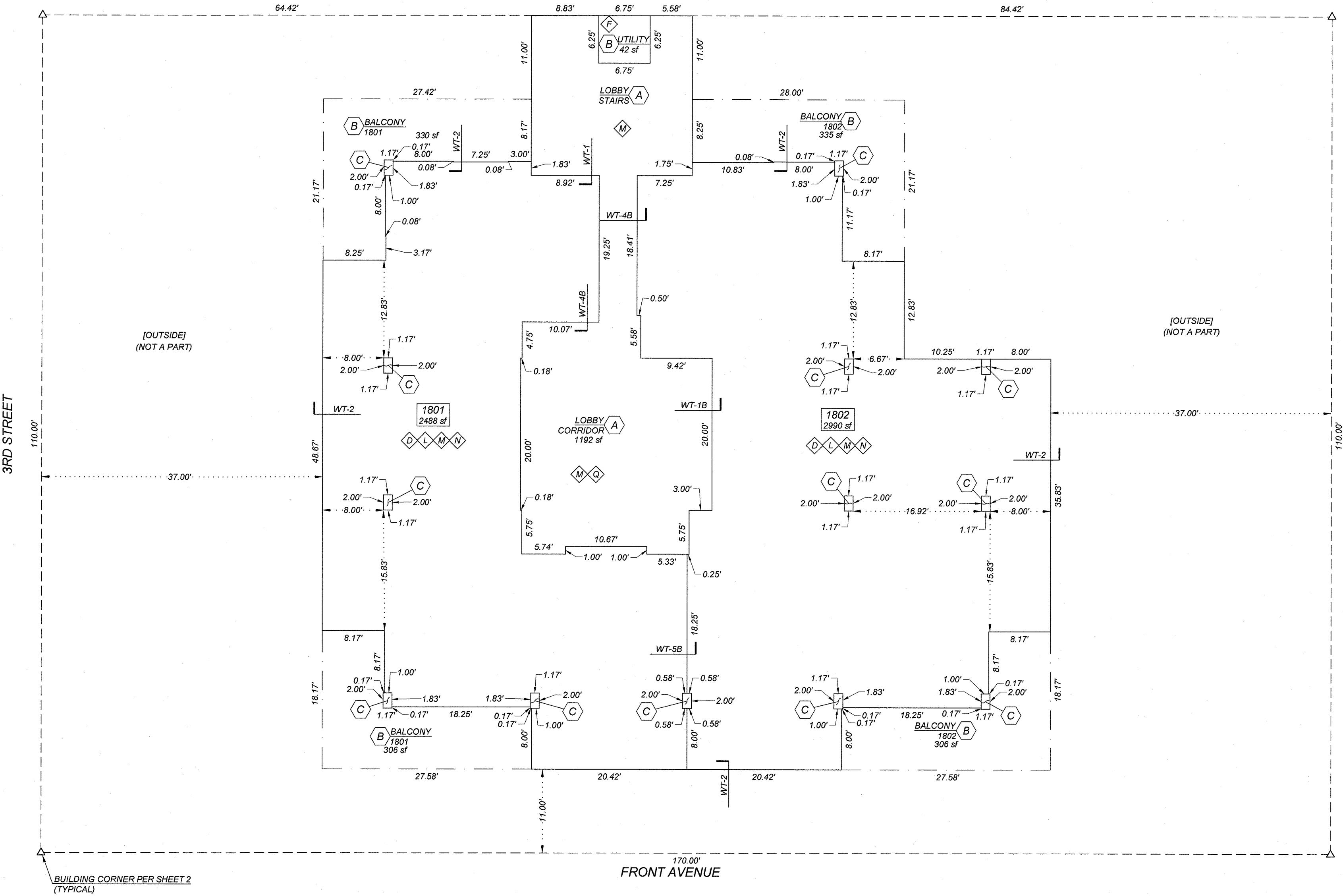
THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: PAGE:

INSTRUMENT No.

ALLEY WAY



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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/ DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



SCALE: 1" = 10'

18th FLOOR

FINISH FLOOR ELEVATION = 2325.00'

CEILING HEIGHT ELEVATION = 2334.75'

CEILING HEIGHT ELEVATION = 2335.50'

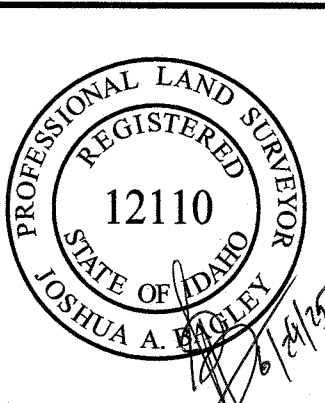
CEILING HEIGHT ELEVATION = 2336.25'

CEILING HEIGHT ELEVATION = 2336.75'

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

AREA OF OWNERSHIP

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



CHECKED BY:	DCD/IAB
DRAFTED BY:	SMA
SCALE:	1" = 10'
DATE:	06/20/2025
JOB NO:	LCE 21-045.1

20

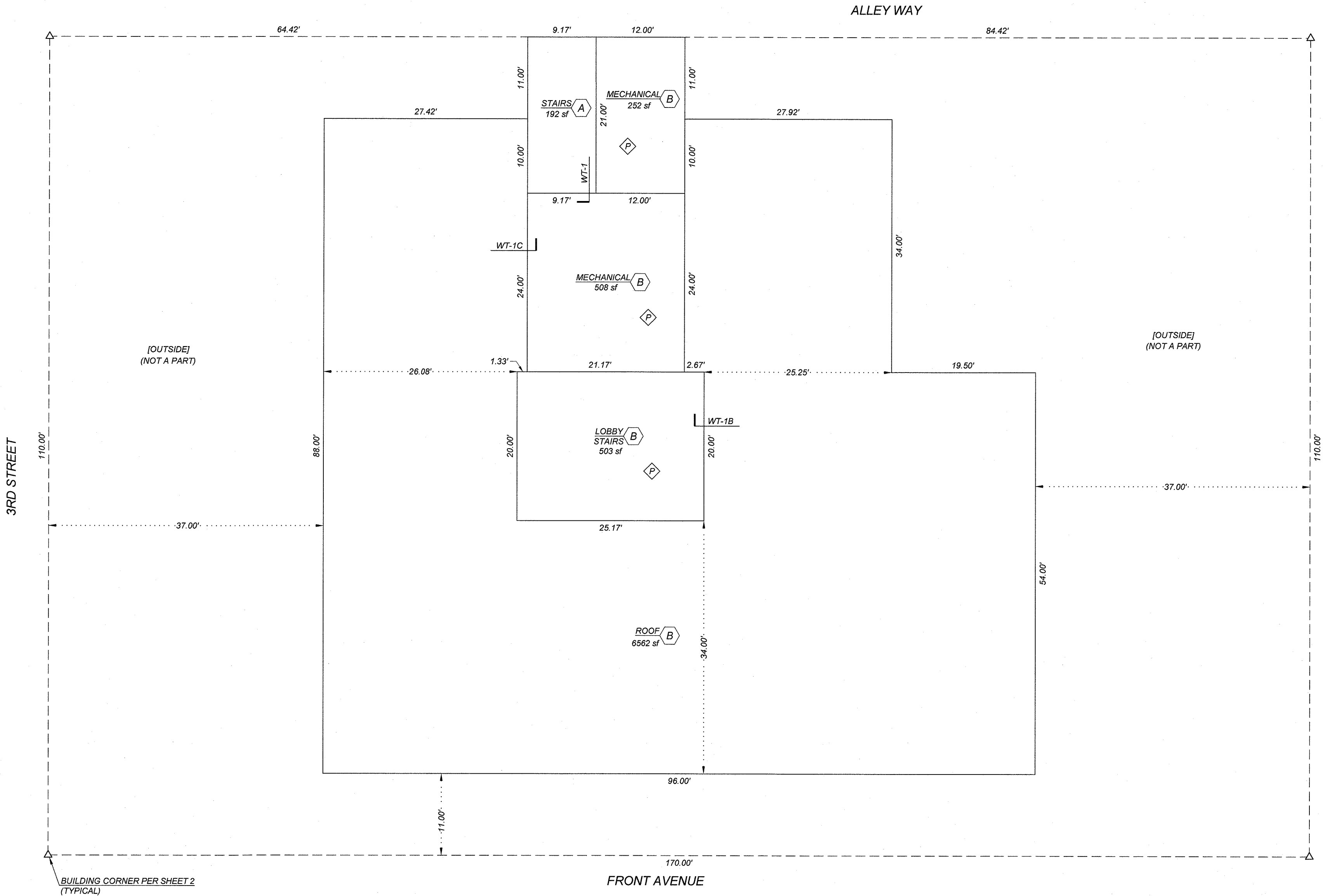
23

THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



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

*SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS/DETAILS.

LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



0 5 10 20
SCALE: 1" = 10'

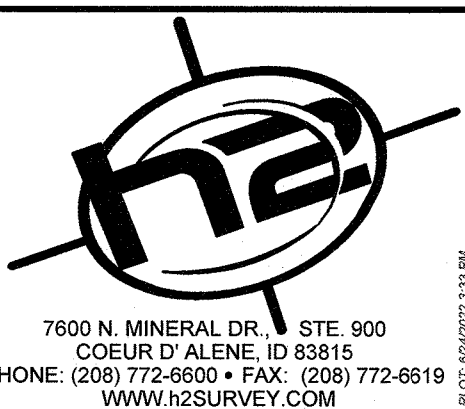
19th FLOOR

FINISH FLOOR ELEVATION = 2335.50'

CEILING HEIGHT ELEVATION = 2344.50'

AREA OF OWNERSHIP

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



CHECKED BY:	DCD/JAB
DRAFTED BY:	SMA
SCALE:	1" = 10'
DATE:	06/20/2025
JOB NO:	LCE 21-045.1

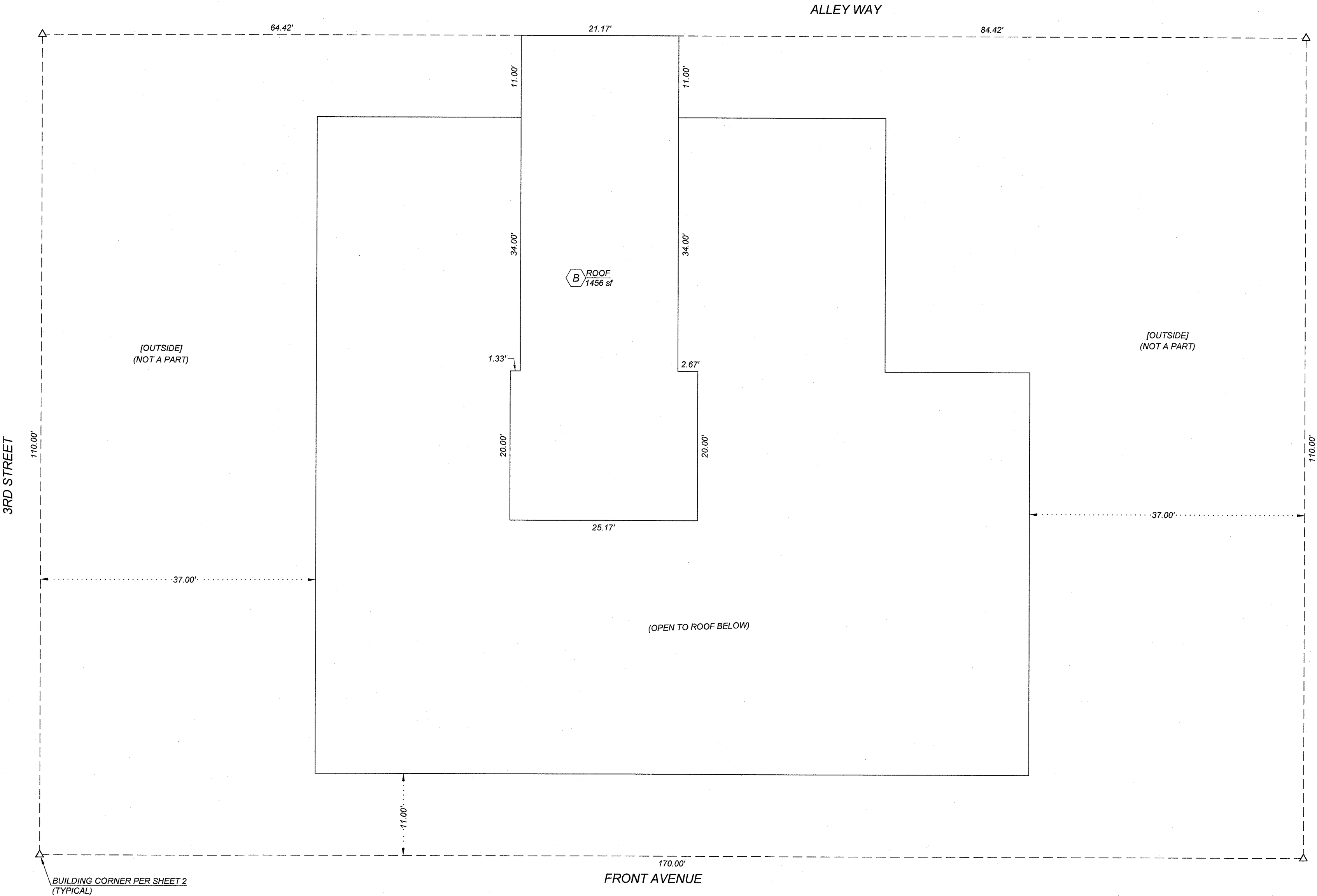
21

23

THOMAS GEORGE PROJECT AMENDMENT No. 1

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AND KINGS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____



LEGEND

- UNIT BOUNDARY
- BUILDING ENVELOPE
- TERRACE/BALCONY BOUNDARY



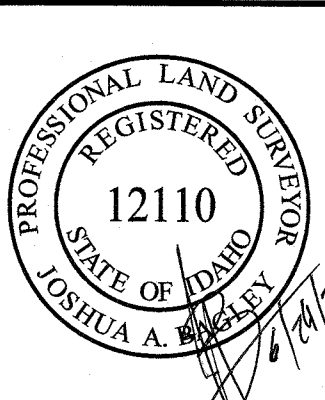
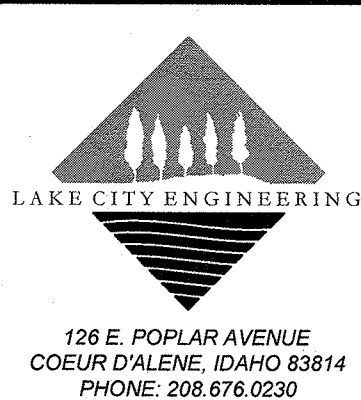
0 5 10 20
SCALE: 1" = 10'

ROOF

PARAPET FINISH FLOOR ELEVATION = 2343.00'

AREA OF OWNERSHIP

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



CHECKED BY:	DCD/JAB
DRAFTED BY:	SMA
SCALE:	1" = 10'
DATE:	06/20/2025
JOB NO:	LCE 21-045.1
22	23

THOMAS GEORGE PROJECT AMENDMENT No. 1

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

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF FRONT ROW PROPERTIES, LLC., FOR RECORD IN THE
OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____
2025, AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____

AS INSTRUMENT NUMBER _____

FEE \$ _____

DEPUTY CLERK

JENNIFER LOCKE, KOOTENAI COUNTY CLERK

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PLAT IS TO CONDOMINIUM UNITS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE ORDINANCES AND THE STATE OF IDAHO REQUIREMENTS. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY, INC. DATED April 11, 2025. COMMITMENT NUMBER KT-504695.
3. A LOT CONSOLIDATION WAS COMPLETED IN ACCORDANCE WITH THE CITY OF COEUR D'ALENE REQUIRMENTS AND RECORDED AS INSTRUMENT NUMBER 2916603000, RECORDS OF KOOTENAI COUNTY, IDAHO.
4. THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-503 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT.
5. THE CITY OF COEUR D'ALENE PASSED AN ORDINANCE TO WIDEN SHERMAN STREET FROM A 60 FOOT RIGHT-OF-WAY TO A 80 FOOT RIGHT-OF-WAY ADDING 10 FEET TO EACH SIDE AND VACATING THE NORTH 5 FEET OF THE ALLEYWAY (SEE NOTE 1 RECORD OF SURVEY BOOK 16 PAGE 4, RECORDS OF KOOTENAI COUNTY, IDAHO.)
6. THE UNRECORDED RECORDS OF SURVEY AND MAP ARE LOCATED ON THE KOOTENAI COUNTY WEBSITE UNDER THE UNRECORDED DOCUMENTS.
7. BUILDING DIMENSIONS AND DESIGN ARE FROM ARCHITECTURAL DRAWINGS "THE THOMAS GEORGE 301 E. FRONT. AVE. COEUR D'ALENE, ID 83814" PERMIT SET DATED 03.07.2022, PREPARED BY MILLER STAUFFER ARCHITECTS.
8. INTERIOR PROPERTY MONUMENTS FOR LOTS 7, 8, 9 AND THE WEST 21.65 FEET OF LOT 10, WERE NOT SET DUE TO CONFLICT WITH PROPOSED BUILDING AND CONSTRUCTION ACTIVITY.



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

VICINITY MAP

SCALE 1" = 500'

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, 2024
DATED THIS 23rd DAY OF June, 2025

John R. Rumble
KOOTENAI COUNTY TREASURER

CITY COUNCIL CERTIFICATE

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

CITY OF COEUR D'ALENE - CLERK

CITY OF COEUR D'ALENE - CITY ENGINEER

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

DATED THIS 23rd DAY OF June, 2025

Pat C. Rumble
PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____



CONSENT TO RECORD

IN WITNESS WHEREOF THE UNDERSIGNED BENEFICIARY, UNDER THAT CERTAIN DEED OF TRUST COVERING REAL
PROPERTY SHOWN HEREON DATED MAY 15, 2023 AS INSTRUMENT NUMBER 2937569000, RECORDS OF KOOTENAI
COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURE AS EVIDENCE OF THEIR CONSENT TO THE SUBDIVISION OF
THE SUBJECT PROPERTY AND TO THE RECORDATION OF THIS PLAT.

THIS 24 DAY OF JUNE, 2025

AUTHORIZED REPRESENTATIVE OF WASHINGTON TRUST BANK

NOTARY CERTIFICATE

STATE OF Idaho

COUNTY OF Kootenai

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 24th DAY OF

June IN THE YEAR 2025, BY
Brad Stevens AS VP Commercial Real Estate Group
OF WASHINGTON TRUST BANK.

Andrea L. Dittman
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29

ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT FRONT ROW PROPERTIES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE
OWNER OF THE REAL PROPERTY PLATTED HEREON, AND IT IS THEIR INTENTION TO AMEND THE CONDOMINIUM PROJECT AS AUTHORIZED BY SECTION
15.4 OF THE CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE "THOMAS GEORGE" AS RECORDED AS
INSTRUMENT NO. 2917981000. THIS PROJECT AMENDMENT NO. 1 IS TO MODIFY THE BOUNDARIES OF UNITS 1001, 1701 AND 1801 AND ASSOCIATED
COMMON AREA TO DELETE UNITS 1002, 1702 AND REDESIGNATE UNITS G15 AND G31 AS STORAGE. ALL OTHER UNITS REMAIN AS PREVIOUSLY PLATTED
AS RECORDED AT BOOK L, PAGE 757, RECORDS OF KOOTENAI COUNTY;

LAND EMBRACED BY THIS PLAT ALSO DESCRIBED AS FOLLOWS:

A CONDOMINIUM PLAT OF LOTS 7, 8, 9, AND THE WEST 21.65 FEET OF LOT 10, BLOCK P OF THE CORRECTED PLAT OF COEUR D'ALENE AND KING'S
ADDITION FILED IN BOOK C OF DEEDS AT PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING IN THE SOUTHWEST QUARTER OF SECTION SECTION
13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

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

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

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

THENCE ALONG THE NORTH LINE OF SAID NORTH RIGHT-OF-WAY OF FRONT STREET, NORTH 87°36'52" WEST 171.24 FEET TO THE EAST RIGHT-OF-WAY OF
3RD STREET, BEING A CHISELED "4" IN THE CONCRETE;

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

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

BE IT FURTHER KNOWN THAT:

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

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

LOTS AND UNITS WITHIN THIS PLAT ARE SUBJECT TO THE CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS
RECORDED UNDER INSTRUMENT No. 2917981000, RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS MADE
THEREAFTER;

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

Tom Anderl
TOM ANDERL, MEMBER

FRONT ROW PROPERTIES, LLC

6-23-25
DATE

NOTARY CERTIFICATE

STATE OF IDAHO

COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 23rd DAY OF
June IN THE YEAR 2025, BY TOM
ANDERL, AS MEMBER OF FRONT ROW PROPERTIES, LLC, AN IDAHO
LIMITED LIABILITY COMPANY.

Andrea L. Dittman
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29

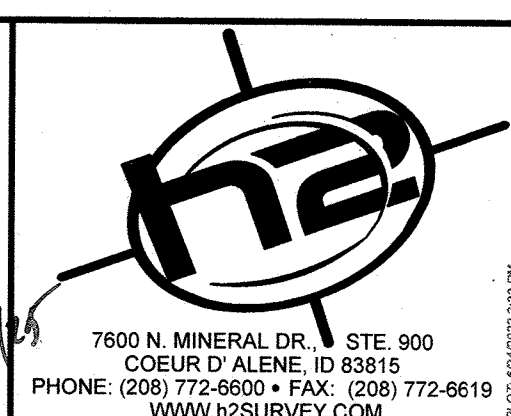
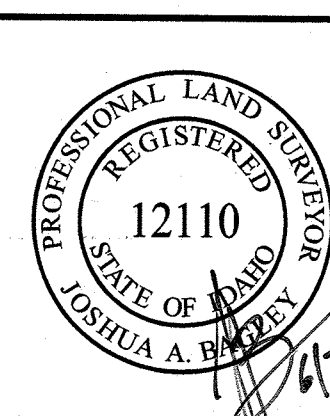
ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

SURVEYOR'S CERTIFICATE

I, JOSHUA A. BAGLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS
DESCRIBED IN THE CERTIFICATE OF OWNERS 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, CONDOMINIUMS, AND THE CORNER PERPETUATION AND FILING ACT, 55-1601 THROUGH 55-1612.

Joshua A. Bagley
JOSHUA A. BAGLEY

6/24/25
DATE



CHECKED BY: DCD/JAB
DRAFTED BY: SMA
SCALE: N.T.S.
DATE: 06/20/2025
JOB NO: LCE 21-045.1

23

23

CITY COUNCIL STAFF REPORT

DATE: July 1, 2025
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-25-06c, La Vista at Atlas Waterfront Condominiums Amendment No. 1: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) building, three (3) unit residential condominium subdivision.

HISTORY

- a. Applicant: Dennis Cunningham, Manager
Active West Builders, LLC
P.O. Box 3398
Coeur d'Alene, ID 83816
- b. Location: 3016, 3022, and 3026 N. Suzanne Court

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

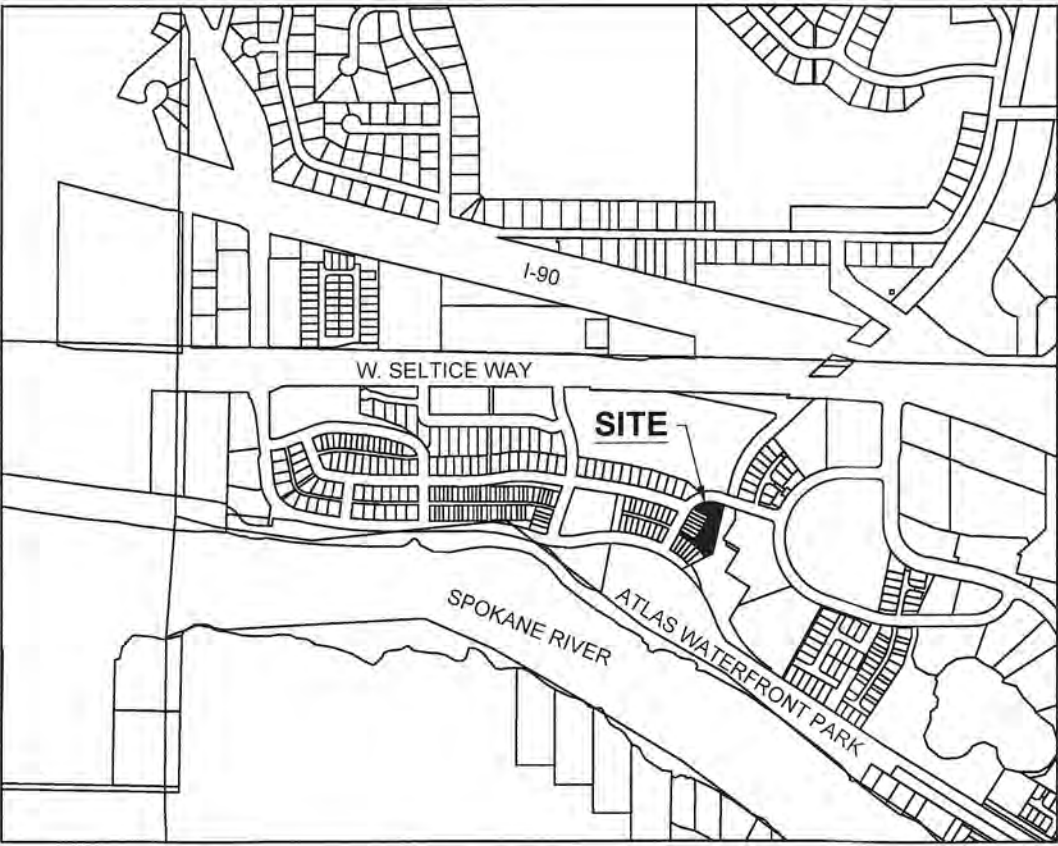
This residential development is an amendment of the La Vista Waterfront Condominiums plat to add three (3) Units C-1, C-2, and C-3, located in Coeur d'Alene, to the existing condominium plat for a total of three (3) buildings with eleven (11) units. All infrastructure improvements were addressed during 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

LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS PROJECT
AMENDMENT No. 1

AN AMENDMENT OF LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS TO ADD UNITS C-1, C-2 AND C-3
SITUATE IN THE NORTH 1/2 OF SECTION 10
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



Vicinity Map:
SCALE: 1" = 1000'

PANHANDLE HEALTH DISTRICT CERTIFICATE:

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

6/6/2025
DATE
PANHANDLE HEALTH SIGNATURE

COUNTY SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF "LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS PROJECT AMENDMENT No. 1" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.



KOOTENAI COUNTY SURVEYOR
RODNEY E. JONES, PLS 12463

DATE:

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT ACTIVE WEST IS THE DECLARANT OF THE LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS AS ESTABLISHED IN THE CONDOMINIUM DECLARATION RECORDED IN THE REAL PROPERTY RECORDS OF KOOTENAI COUNTY, IDAHO ON FEBRUARY 23, 2024 AS INSTRUMENT NO. 2961403000 AND AMENDMENTS THEREOF. PER SECTION 20.1.1, THE DECLARANT IS AMENDING THE PLAT TO ADD UNITS C-1, C-2 AND C-3 WITH THIS PLAT OF LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS PROJECT AMENDMENT NO. 1, LOCATED IN A PORTION OF THE NORTH 1/2 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH LOT CORNER COMMON TO LOT 7, BLOCK 13, AND TRACT 2, OF ATLAS WATERFRONT FIRST ADDITION, AS SAME IS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK L OF PLATS, AT PAGE 519, AS INSTRUMENT NO. 2787680000 ON OCTOBER 29, 2020;
THENCE THE FOLLOWING COURSES ON THE EXTERIOR BOUNDARY OF SAID LOT 7:
THENCE SOUTH 12° 51' 01" WEST, 258.37 FEET;
THENCE SOUTH 62° 26' 52" WEST, 45.58 FEET TO A POINT OF CURVATURE;
THENCE 148.52 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, A CENTRAL ANGLE OF 22° 14' 49", AND WHOSE CHORD BEARS NORTH 45° 39' 58" WEST, 147.59 FEET TO A POINT OF CURVATURE;
THENCE 36.91 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 714.50 FEET, A CENTRAL ANGLE OF 02° 57' 36", AND WHOSE CHORD BEARS NORTH 58° 16' 17" WEST, 36.91 FEET;
THENCE NORTH 27° 50' 32" EAST, 20.02 FEET TO A POINT OF CURVATURE;
THENCE 38.78 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.50 FEET, A CENTRAL ANGLE OF 03° 01' 29", AND WHOSE CHORD BEARS SOUTH 58° 18' 46" EAST, 38.77 FEET TO A POINT OF CURVATURE;
THENCE 23.26 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 402.50 FEET, A CENTRAL ANGLE OF 03° 18' 41", AND WHOSE CHORD BEARS SOUTH 55° 08' 09" EAST, 23.26 FEET TO A POINT OF CURVATURE;
THENCE 48.22 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 98° 40' 37", AND WHOSE CHORD BEARS NORTH 77° 10' 51" EAST, 42.48 FEET;
THENCE NORTH 27° 50' 32" EAST, 101.77 FEET TO A POINT OF CURVATURE;
THENCE 9.27 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 53° 06' 10", AND WHOSE CHORD BEARS NORTH 01° 16' 38" EAST, 8.94 FEET;
THENCE NORTH 62° 09' 28" WEST, 83.92 FEET TO A POINT OF CURVATURE;
THENCE 135.18 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 61° 57' 43", AND WHOSE CHORD BEARS NORTH 76° 45' 43" EAST, 128.69 FEET;
THENCE SOUTH 72° 15' 27" EAST, 34.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 0.647 ACRES (28,193 SQ. FT.) MORE OR LESS.

WATER AND SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.
DENNIS CUNNINGHAM - MANAGER
ACTIVE WEST, LLC
5/27/25
DATE

NOTARY PUBLIC CERTIFICATE:

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF Kootenai }SS

ON THIS 27 DAY OF May, IN THE YEAR OF 2025 BEFORE ME PERSONALLY APPEARED
Dennis Cunningham, KNOW OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS MEMBER OF ACTIVE WEST, LLC. I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES: 08/13/2027

BRITTANY MERRIMAN
COMM. #20213941
NOTARY PUBLIC
STATE OF IDAHO

SURVEYOR'S CERTIFICATE:

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



DANIEL O. INLOES, PLS 20888

5/14/25
DATE

RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 20____,
AT _____ O'CLOCK ____ M. IN BOOK _____ OF PLATS AT PAGE _____
AT THE REQUEST OF HMH ENGINEERING & ACTIVE WEST, LLC
INSTRUMENT NO. _____ FEE: _____
KOOTENAI COUNTY CLERK KOOTENAI COUNTY DEPUTY

CITY COUNCIL'S CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS _____ DAY OF _____, IN THE YEAR OF 20____

CITY CLERK

CITY ENGINEER CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT DATED THIS _____ DAY OF _____, 20____.

CITY ENGINEER - CITY OF COEUR D'ELENE

COUNTY TREASURER'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2024

DATED THIS 24th DAY OF June, 2025

AMCumbler Deputy Treasurer
KOOTENAI COUNTY TREASURER

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 2938083000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURE AS EVIDENCE OF THEIR CONSENT TO THE AMENDMENT 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 HEREON.

THIS 29 DAY OF May, 2025
[Signature]
UMPQUA BANK

NOTARY PUBLIC CERTIFICATE:

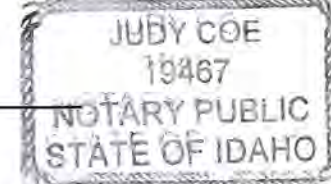
ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF Kootenai }SS

ON THIS 29 DAY OF May, IN THE YEAR OF 2025 BEFORE ME PERSONALLY APPEARED
Clayton Carter, KNOW OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS MEMBER OF UMPQUA BANK. I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

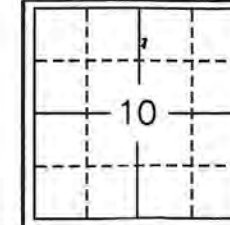
NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES: 9/8/28



PN: S23132

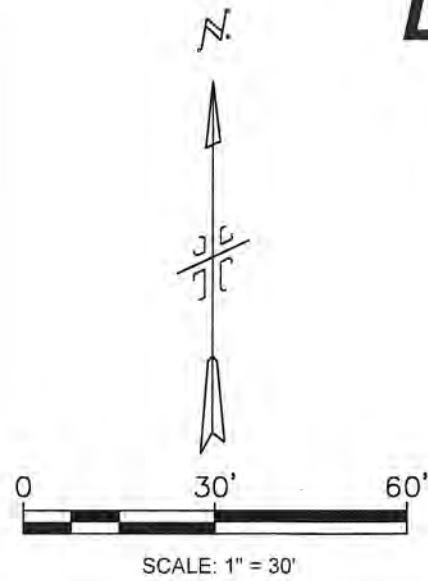
PAGE 1 OF 4



3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS PROJECT

AMENDMENT No. 1



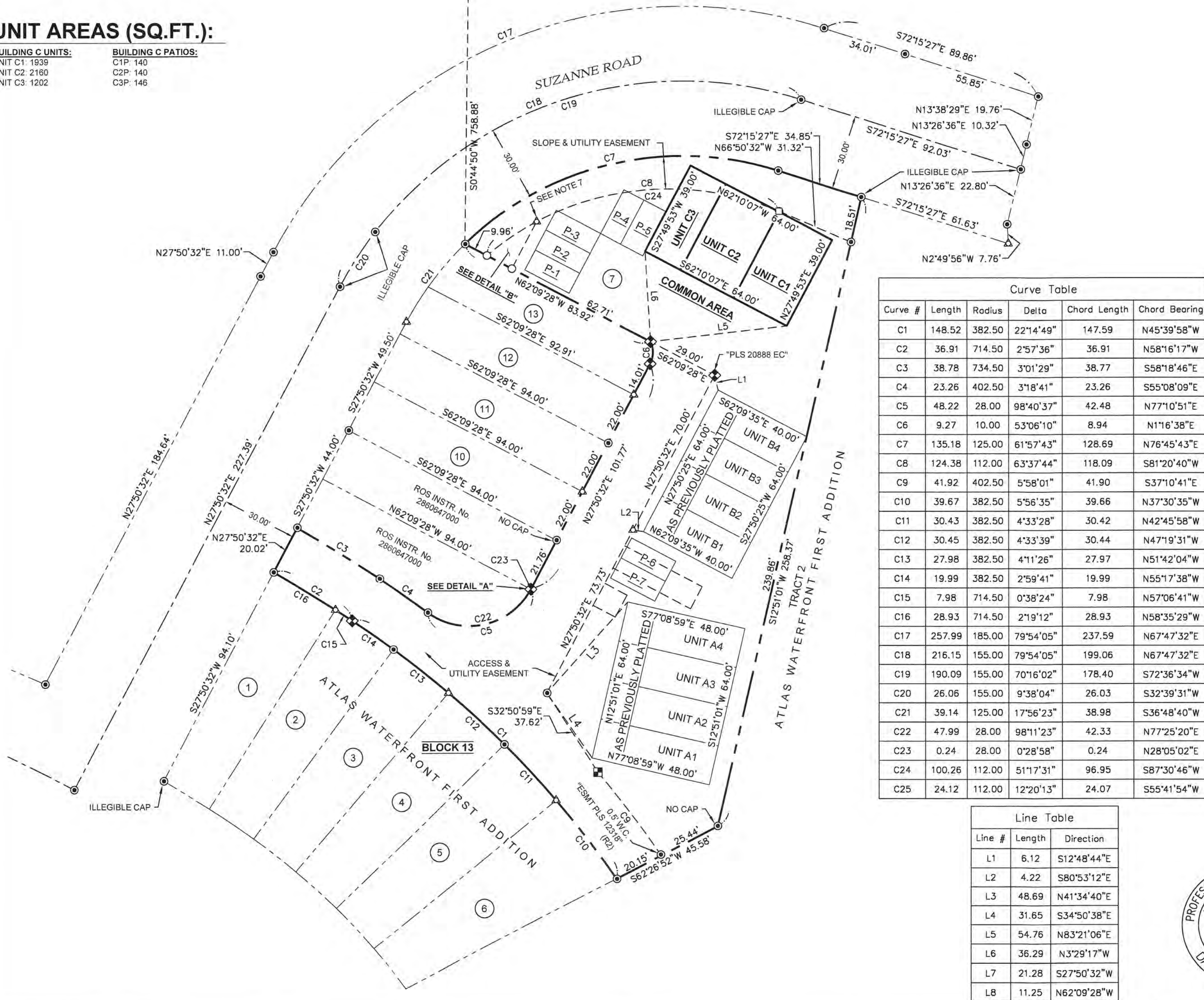
QUARTER CORNER
FOUND ALUMINUM CAP AND
3 RP'S PER CP&F INSTR. No. 2418981000

SECTION CORNER
FOUND BRASS CAP AND
4 RP'S PER CP&F INSTR. No. 2189634000

UNIT AREAS (SQ.FT.):

BUILDING C UNITS:
UNIT C1: 1939
UNIT C2: 2160
UNIT C3: 1202

BUILDING C PATIOS:
C1P: 140
C2P: 140
C3P: 146



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	148.52	382.50	22°14'49"	147.59	N45°39'58"W
C2	36.91	714.50	2°57'36"	36.91	N58°16'17"W
C3	38.78	734.50	3°01'29"	38.77	S58°08'09"E
C4	23.26	402.50	3°18'41"	23.26	S55°08'09"E
C5	48.22	28.00	98°40'37"	42.48	N77°10'51"E
C6	9.27	10.00	53°06'10"	8.94	N1°16'38"E
C7	135.18	125.00	61°57'43"	128.69	N76°45'43"E
C8	124.38	112.00	63°37'44"	118.09	S81°20'40"W
C9	41.92	402.50	5°58'01"	41.90	S37°10'41"E
C10	39.67	382.50	5°56'35"	39.66	N37°30'35"W
C11	30.43	382.50	4°33'28"	30.42	N42°45'58"W
C12	30.45	382.50	4°33'39"	30.44	N47°19'31"W
C13	27.98	382.50	4°11'26"	27.97	N51°42'04"W
C14	19.99	382.50	2°59'41"	19.99	N55°17'38"W
C15	7.98	714.50	0°38'24"	7.98	N57°06'41"W
C16	28.93	714.50	2°19'12"	28.93	N58°35'29"W
C17	257.99	185.00	79°54'05"	237.59	N67°47'32"E
C18	216.15	155.00	79°54'05"	199.06	N67°47'32"E
C19	190.09	155.00	70°16'02"	178.40	S72°36'34"W
C20	26.06	155.00	9°38'04"	26.03	S32°39'31"W
C21	39.14	125.00	17°56'23"	38.98	S36°48'40"W
C22	47.99	28.00	98°11'23"	42.33	N77°25'20"E
C23	0.24	28.00	0°28'58"	0.24	N28°05'02"E
C24	100.26	112.00	51°17'31"	96.95	S87°30'46"W
C25	24.12	112.00	12°20'13"	24.07	S55°41'54"W

Line Table		
Line #	Length	Direction
L1	6.12	S12°48'44"E
L2	4.22	S80°53'12"E
L3	48.69	N41°34'40"E
L4	31.65	S34°50'38"E
L5	54.76	N83°21'06"E
L6	36.29	N3°29'17"W
L7	21.28	S27°50'32"W
L8	11.25	N62°09'28"W

BASIS OF BEARING:

THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING GEOID18, WHICH PRODUCED A COMBINED ADJUSTMENT FACTOR OF 1.0000871857.

REFERENCES:

- (R1) ATLAS WATERFRONT FIRST ADDITION, FILED IN BOOK L OF PLATS AT PAGE 519, RECORDED AS INSTRUMENT No. 278768000 BY MICHAEL HATHAWAY, PLS 12318, ON OCTOBER 29, 2020.
(R2) RECORD OF SURVEY INSTRUMENT No. 2860647000, BOOK 31, PAGE 991, MICHAEL HATHAWAY, PLS 12318, SEPTEMBER 22, 2021.
(R3) LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS, FILED IN BOOK L OF PLATS AT PAGE 901, RECORDED AS INSTRUMENT No. 2961400000 BY DANIEL O. INLOES, PLS 20888, ON FEBRUARY 23, 2024.

NOTES:

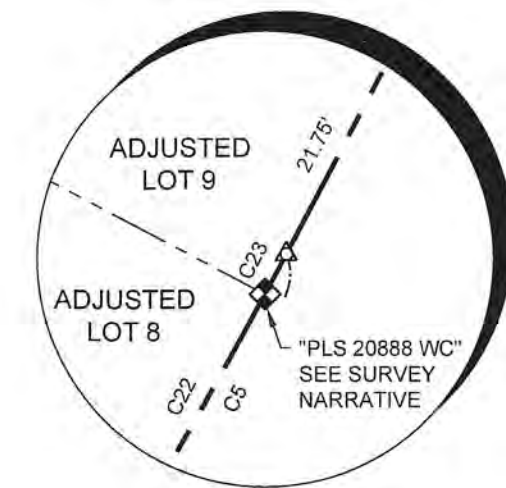
- THIS CONDOMINIUM PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT ISSUED BY TITLE ONE, FILE NUMBER 25537403 WITH AN EFFECTIVE DATE OF FEBRUARY 11, 2025.
- THIS CONDOMINIUM PLAT IS SUBJECT TO THAT CERTAIN CONDOMINIUM DECLARATION FOR LA VISTA AT ATLAS WATERFRONT RECORDED IN THE OFFICIAL RECORDS OF KOOTENAI COUNTY, IDAHO AS INSTRUMENT NO. 2961403000, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR LA VISTA AT ATLAS WATERFRONT RECORDED IN THE OFFICIAL RECORDS OF KOOTENAI COUNTY, IDAHO AS INSTRUMENT NO. 2964122000, AS MAY NOW OR HEREINAFTER BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
- THIS CONDOMINIUM PLAT IS SUBJECT TO MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT, INSTRUMENT No. 2828501000, RECORDED APRIL 23, 2021.
- THIS CONDOMINIUM PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ATLAS WATERFRONT FIRST ADDITION, INSTRUMENT No. 2812179000, DATED FEBRUARY 12, 2021, AS MAY NOW OR HEREINAFTER BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
- LINE L1 THROUGH L8, SHOWN HEREON, ARE TIE LINES TO BUILDING ENVELOPE CORNERS, NOT UNIT CORNERS. REFERENCE SHEET 3, 5 & 7 FOR TIE LINE REFERENCES TO UNIT BOUNDARIES. ALL AREAS WITHIN THE SUBJECT PROPERTY BOUNDARY, EXCEPT THE AREAS WITHIN THE DESIGNATED UNIT BOUNDARIES AS SHOWN HEREON, ARE CONSIDERED "COMMON AREA", INCLUDING WALLS SEPARATING UNITS AND THE EXTERIOR WALLS OF BUILDING "A" AND BUILDING "B". REFERENCE THE DECLARATION, AS REFERENCED IN NOTE 2, FOR SPECIFICS REGARDING OWNERSHIP.
- PARKING STALL P-1 THROUGH P-7 ARE "TO BE CONSTRUCTED" AND ARE 20'x9' IN SIZE, WITH THE EXCEPTION OF P-5 WHICH IS 20'x10'. REFERENCE THE DECLARATION, AS REFERENCED IN NOTE 2, FOR OWNERSHIP INFORMATION OF SAID PARKING STALLS.
- EASEMENT CORNER FALLS IN LANDSCAPING BOULDER. NOT SET.

SURVEYOR'S NARRATIVE:

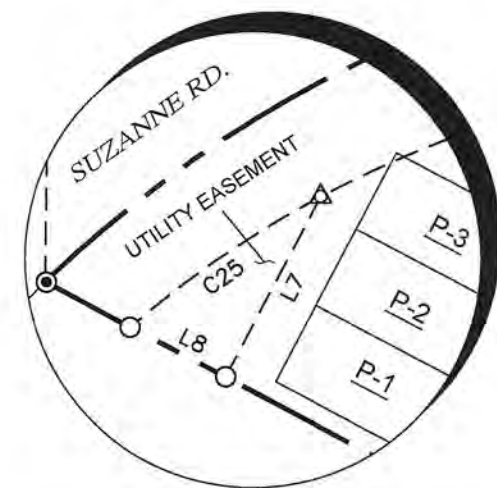
THIS AMENDED CONDOMINIUM PLAT WAS PERFORMED AT THE REQUEST OF ACTIVE WEST, LLC TO ESTABLISH ADDITIONAL UNITS WITHIN (R3). FOUND MONUMENTS SUBSTANTIALLY FIT RECORD INFORMATION AND WERE VERIFIED ON MARCH 11, 2025. FOR ADDITIONAL BOUNDARY INFORMATION, SEE (R3).

LEGEND:

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8" REBAR, "PLS 12318" OR AS DESCRIBED
- CALCULATED POINT (NOTHING FOUND OR SET)
- FOUND 1-1/2" COPPER DISK IN CONCRETE MARKED "PLS 20888" OR AS DESCRIBED
- FOUND 1/2"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ESMT PLS 20888"
- SET 1-1/2" COPPER DISK IN CONCRETE MARKED "PLS 20888"
- SET 1/2"x24" REBAR MARKED "ESMT PLS 20888"
- LOT NUMBER PER (R1)
- SUBJECT PROPERTY BOUNDARY
- UNIT BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE



DETAIL "A"
SCALE: 1" = 1'



DETAIL "B"
UTILITY EASEMENT
SCALE: 1" = 20'

PN.S23132 PAGE 2 OF 4



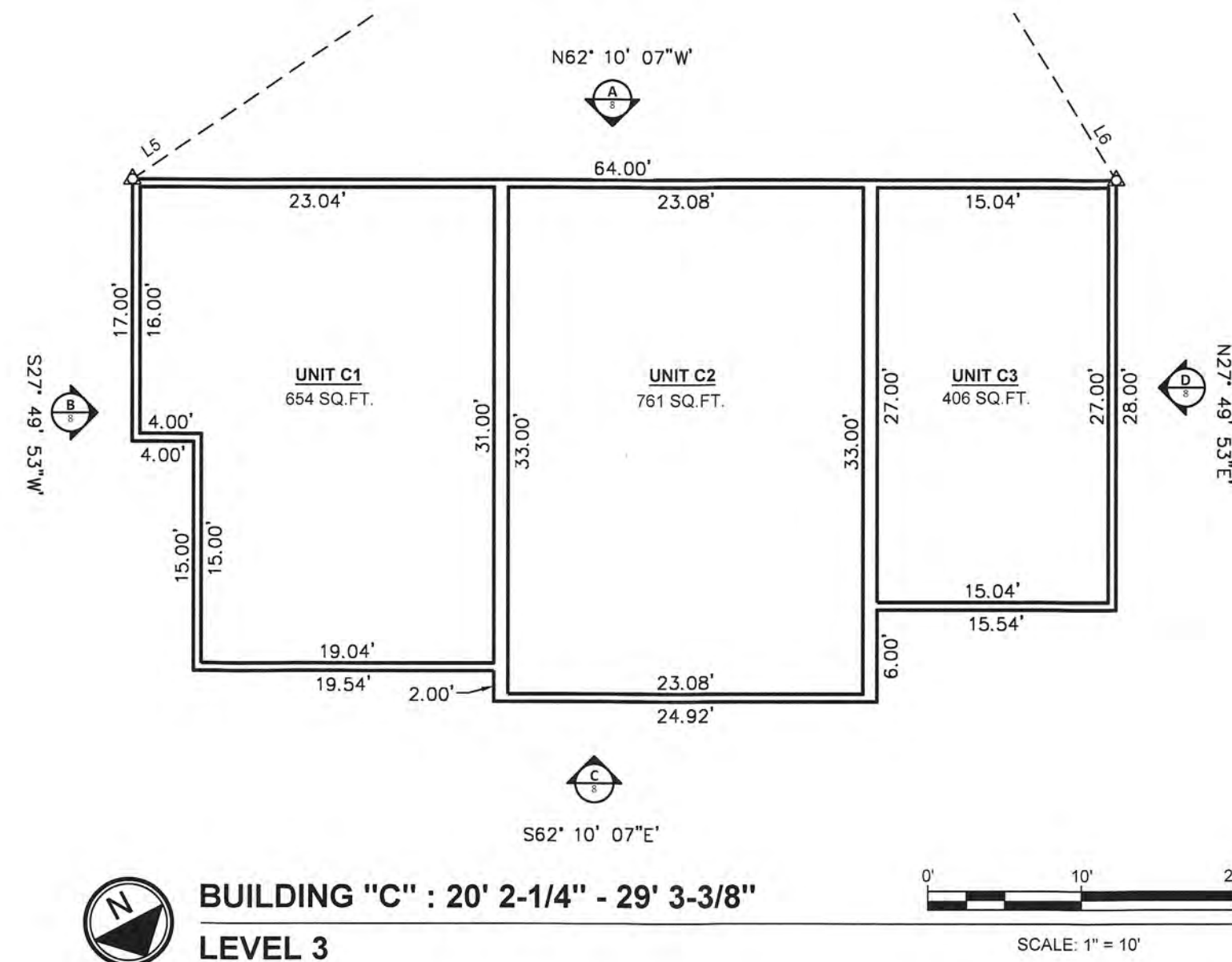
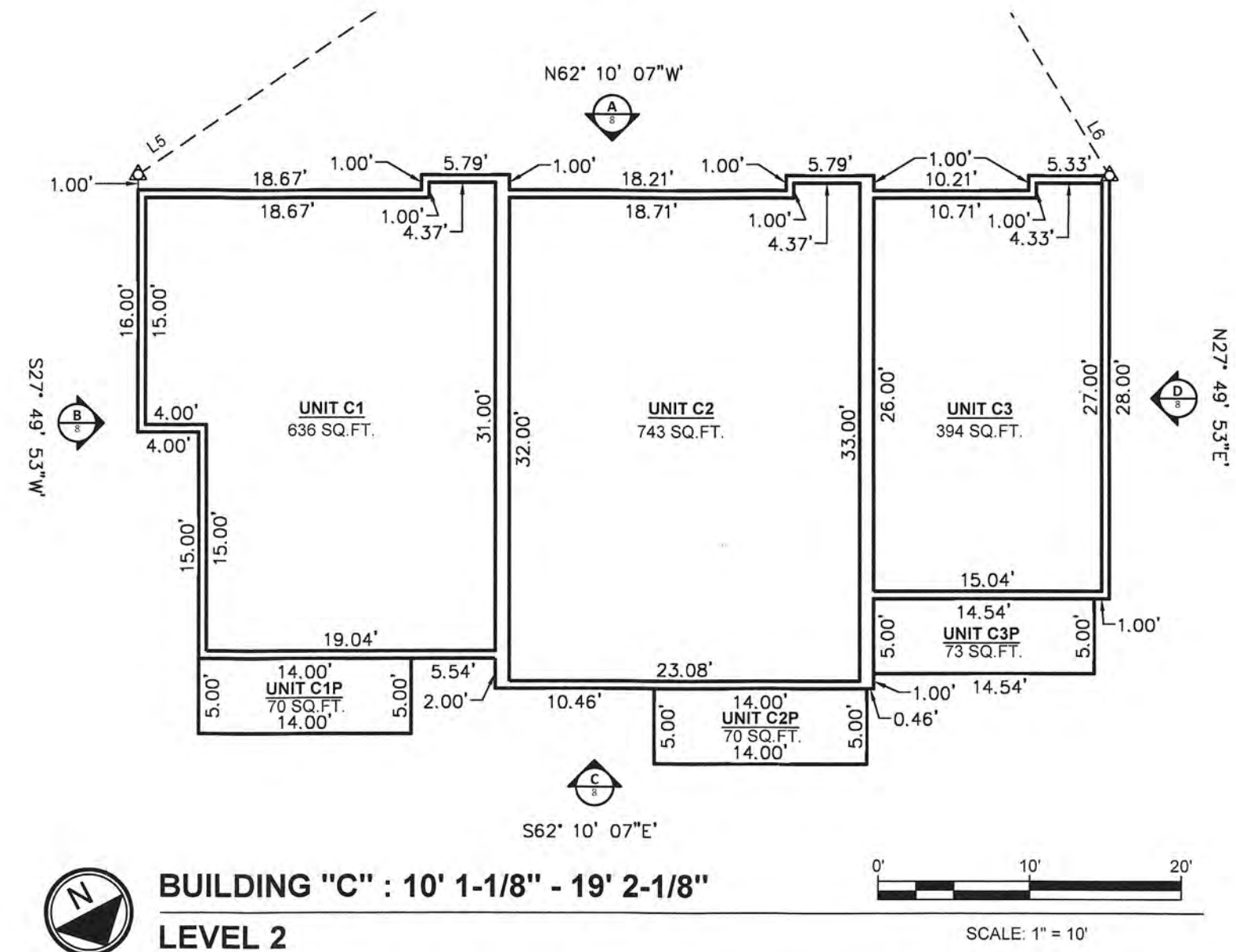
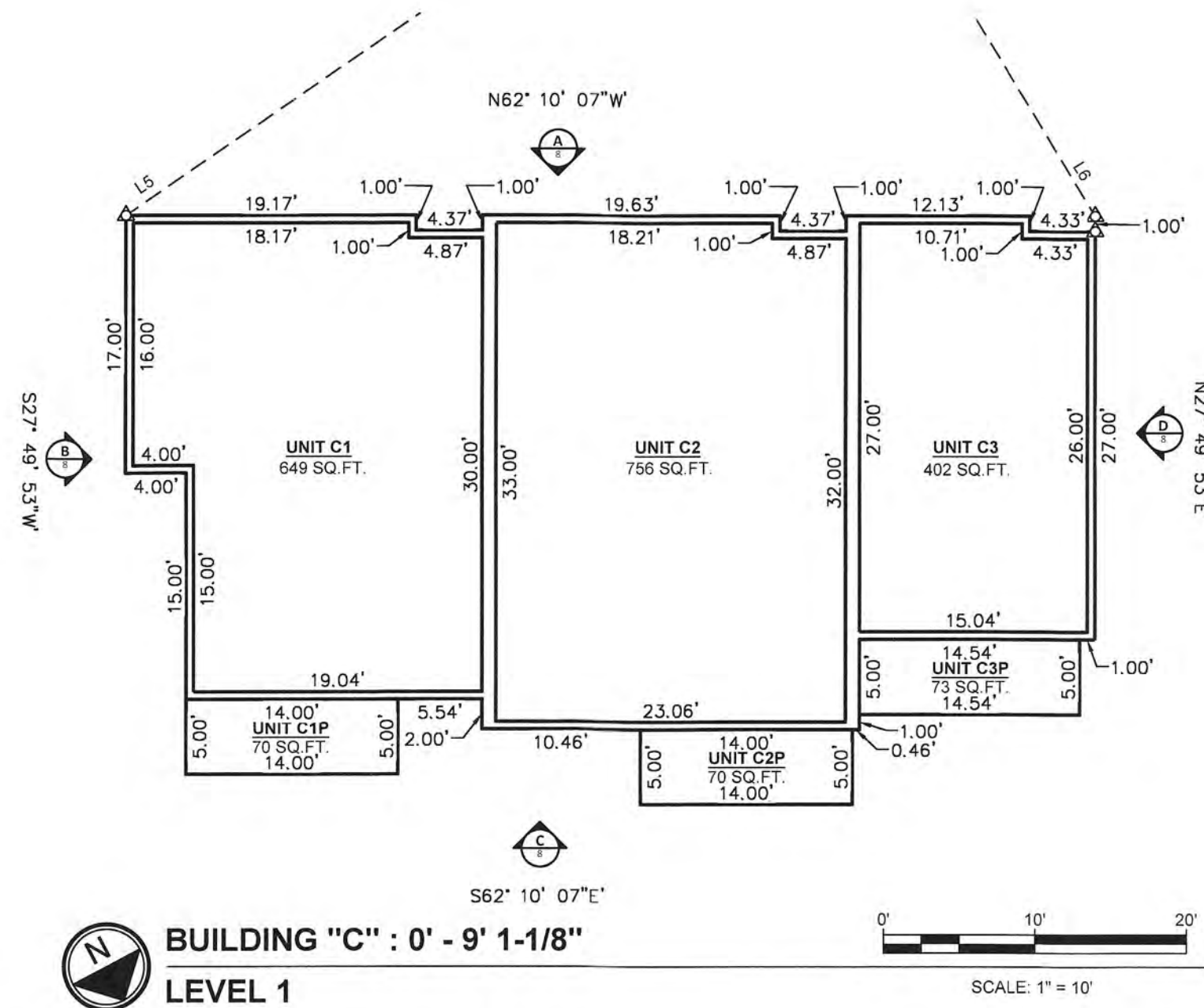
BOUNDARY & UNIT TIES

HMH engineering

3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS PROJECT

AMENDMENT No. 1



PN:S23132

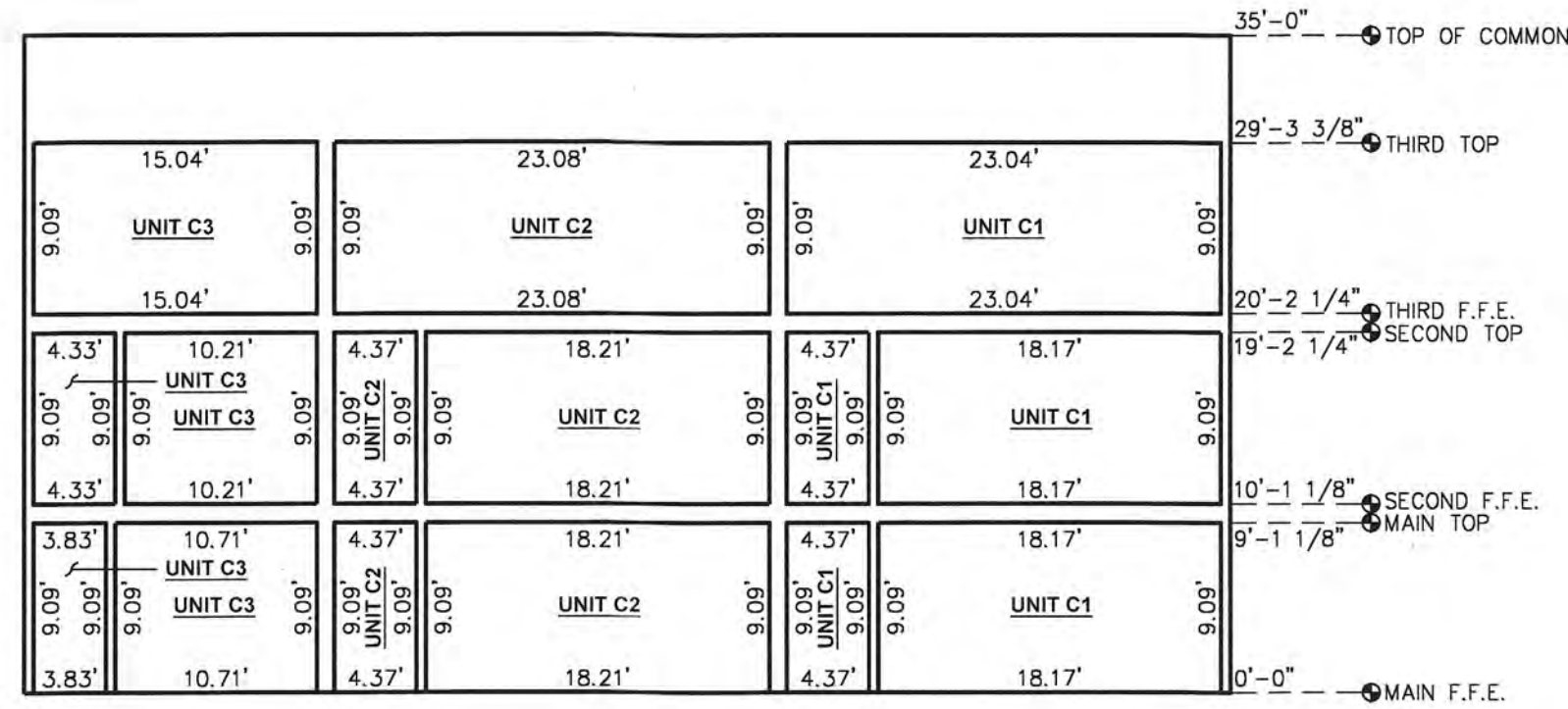
PAGE 3 OF 4

BUILDING "C" PLAN VIEW

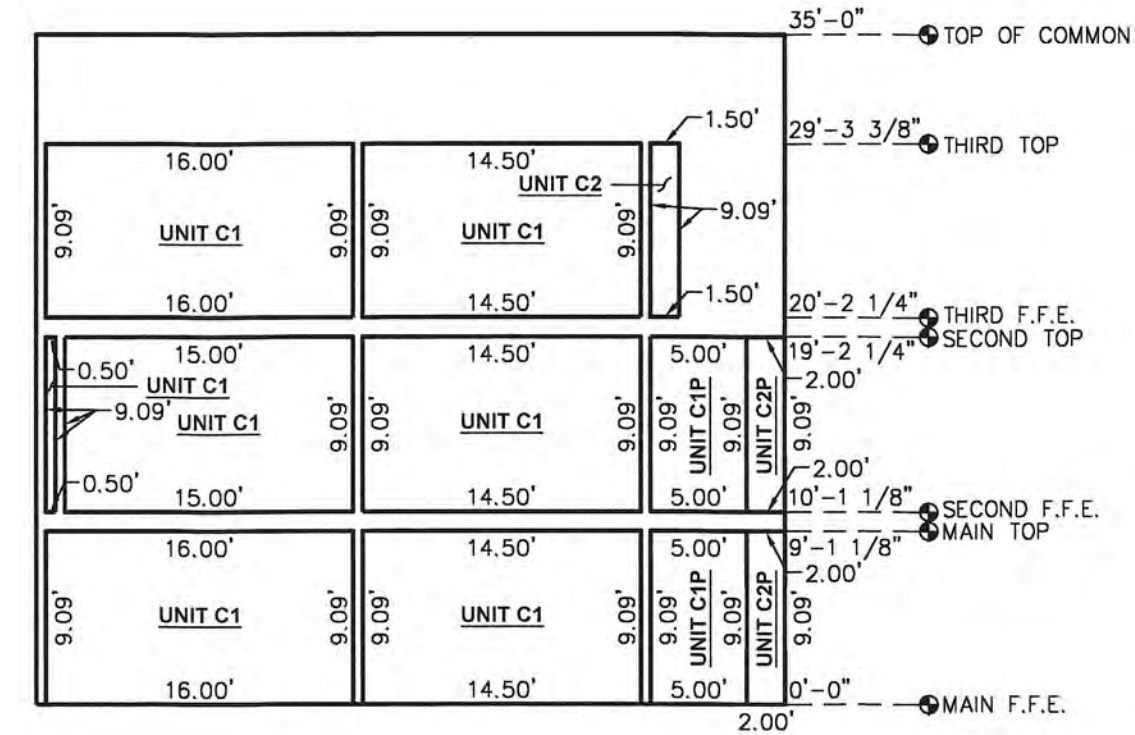
HMH engineering
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS PROJECT

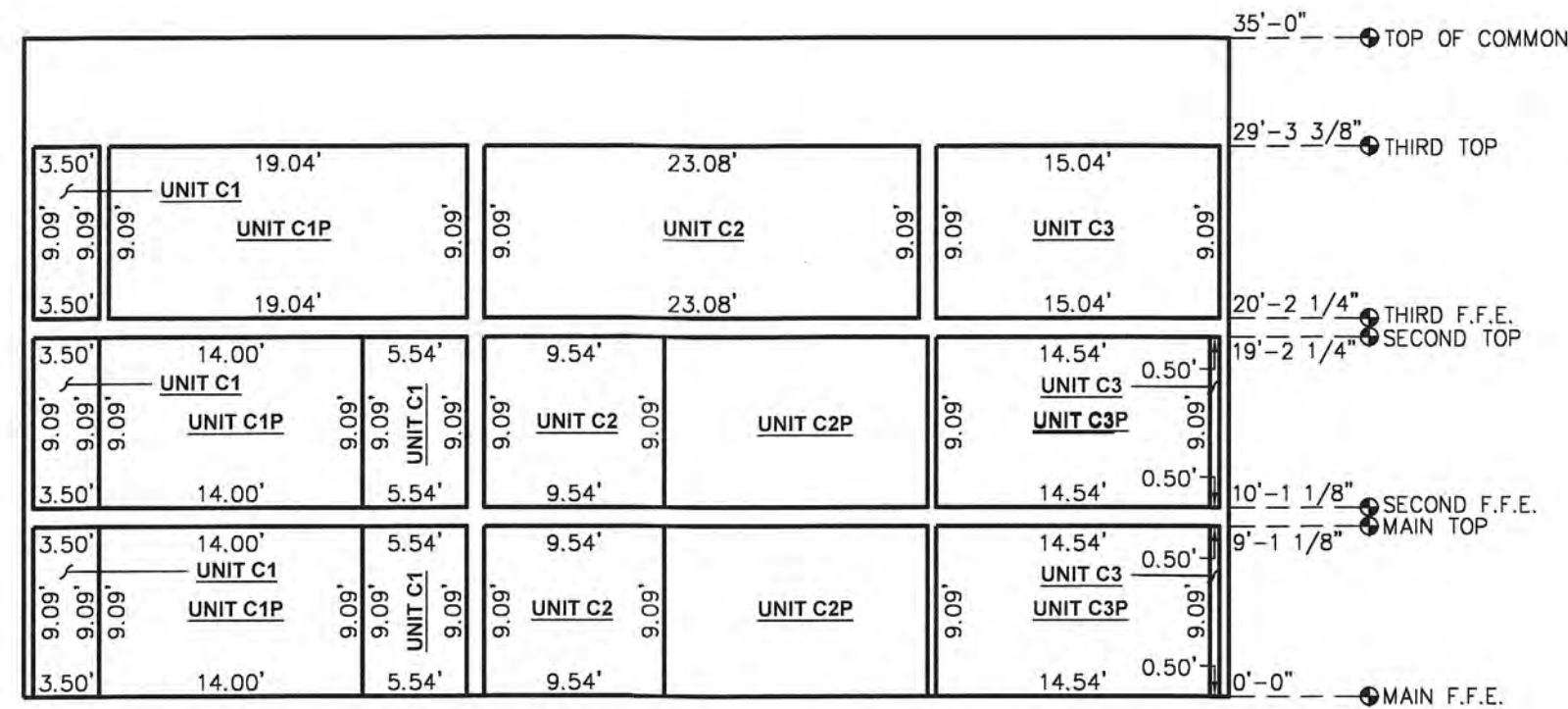
AMENDMENT No. 1



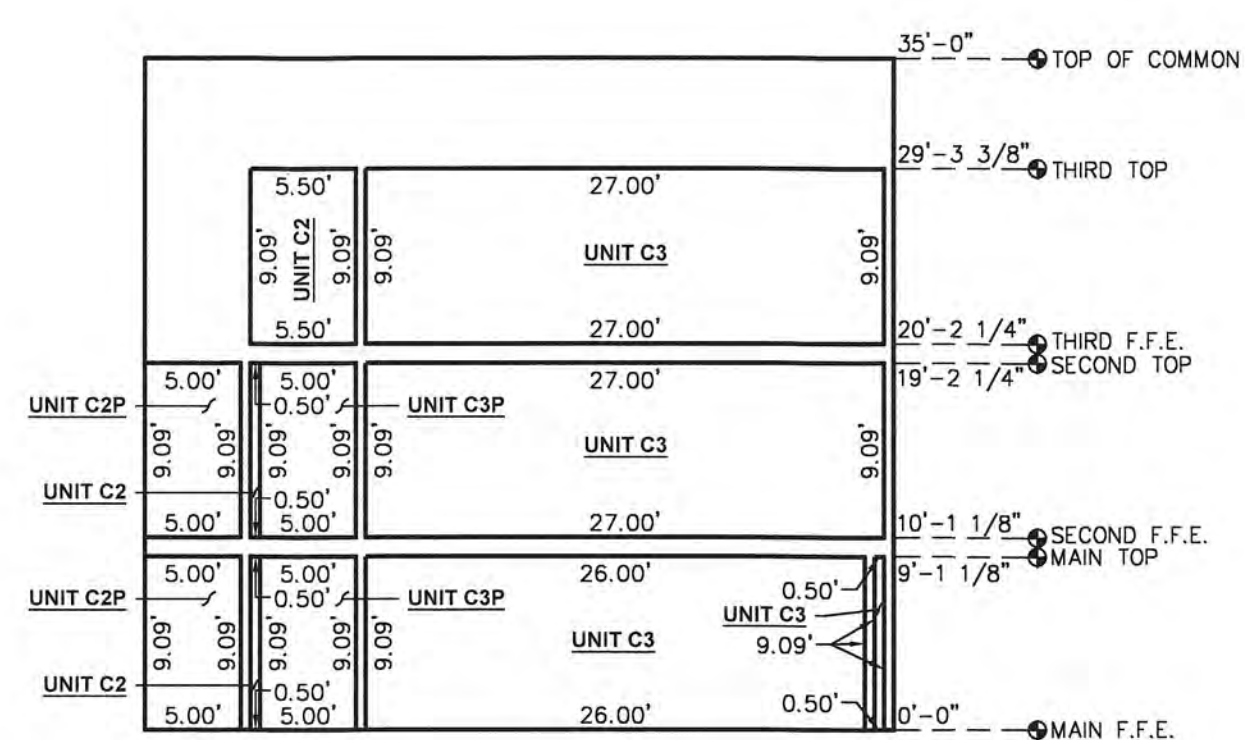
BUILDING "C"
SCALE: 1" = 10'



BUILDING "C"
SCALE: 1" = 10'



BUILDING "C"
SCALE: 1" = 10'



BUILDING "C"
SCALE: 1" = 10'



PN:S23132

PAGE 4 OF 4

BUILDING "C" ELEVATION VIEW

HMH engineering
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

RESOLUTION NO. 25-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PLAT, AND AGREEMENT TO PERFORM SUBDIVISION WORK AND SECURITY FOR THE ROOSEVELT ADDITION [SS-24-08]; AND APPROVING THE FINAL PLAT, AND AGREEMENT TO PERFORM SUBDIVISION WORK AND SECURITY FOR CAREFREE VIEW [SS-25-05].

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

- A) Approval of Final Plat, and Agreement to Perform Subdivision Work and Security for the Roosevelt Addition [SS-24-08];
- B) Approval of Final Plat, and Agreement to Subdivision Work and Security for Carefree View [SS-25-05];

AND

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

NOW, THEREFORE,

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

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

DATED this 1st day of July, 2025.

Woody McEvers, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: July 1, 2025
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-24-08, Roosevelt Addition: Final Plat, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a two (2) lot Residential subdivision.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: Max Chappron, Chief Financial Officer
Blue Fern Development 03, LLC
18300 Redmond Way Ste. 120
Redmond, WA 98052, 5183
- b. Location: 105 Wallace Ave & 116 Garden Ave (East of 1st St btwn Wallace & Garden Ave)
- c. Previous Action:
 1. Preliminary plat approval, November 6, 2024

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$3,093.57 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Concrete curb, sidewalk, and ADA Ramp) to receive final plat approval. Other conditions will be taken care of at the building permit stage. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by November 1, 2025.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

ROOSEVELT ADDITION

BEING A REPLAT OF LOTS 1-11 AND VACATED ALLEY, BLOCK 15, COEUR D'ALENE AND KINGS ADDITION (BOOK C, PAGE 144-145)
WITHIN GOVERNMENT LOT 8 (NW1/4 OF THE SW1/4),
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DEDICATION

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

PARCEL A

LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 15, COEUR D'ALENE AND KING'S ADDITION THERETO, ACCORDING TO THE CORECTED PLAT THEREOF, FILED IN BOOK "C" OF PLATS AT PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL B

LOTS 7, 8, 9, 10, AND 11, BLOCK 15, TOWN OF COEUR D'ALENE AND KINGS ADDITION THERETO, KOOTENAI COUNTY, IDAHO, ACCORDING TO THE CORRECTED PLAT RECORDED IN BOOK "C" OF DEEDS, PAGE 144.

PARCEL C

THE 20.00 FEET WIDE RIGHT-OF-WAY WITHIN BLOCK 15 OF THE PLAT OF COEUR D'ALENE AND KINGS ADDITION, RECORDED IN BOOK C OF DEEDS, PAGES 144 AND 145, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING EAST OF THE FIRST STREET RIGHT-OF-WAY AND LYING WEST OF SECOND STREET RIGHT-OF-WAY.

SITUATE IN THE CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO.

THE SANITARY SEWER EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE, FOR THE EXISTING SANITARY SEWER LINE AND MAINTENANCE THEREOF.

THE WATER LINE EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF COEUR D'ALENE, FOR THE EXISTING WATER LINE AND MAINTENANCE THEREOF.

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

PANHANDLE HEALTH DISTRICT

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

DATED THIS 16th DAY OF June, 2025

RHC. All
PANHANDLE HEALTH DISTRICT OFFICIAL

CITY ENGINEER

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

ENGINEER, CITY OF COEUR D'ALENE

CITY COUNCIL

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

DATED THIS ____ DAY OF _____, 20____.

CITY CLERK



ROOSEVELT ADDITION

BEING A REPLAT OF LOTS 1-11 AND VACATED ALLEY, BLOCK 15, COEUR D'ALENE AND KINGS ADDITION (BOOK C, PAGE 144-145)
WITHIN GOVERNMENT LOT 8 (NW1/4 OF THE SW1/4),
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8"x24" REBAR W/ PLASTIC CAP, PLS 15434
- SUBJECT PARCEL BOUNDARY
- PROPOSED PROPERTY LINE
- RIGHT-OF-WAY CENTER LINE
- RIGHT-OF-WAY LINE
- TIE LINE
- ALLEY VACATION - SEE NOTE 1
- SEE NOTE #

NOTES:

- 1) PER CITY OF COEUR D'ALENE ORDINANCE NUMBER 3744, THE ALLEY IS VACATED AS OF THE RECORDING OF THIS PLAT.
- 2) 3/4" IRON PIPE, BENT
- 3) 5/8" REBAR W/ PLASTIC CAP, PLS 5289
- 4) 5/8" REBAR W/ PLASTIC CAP, PLS 5289
- 5) 5/8" REBAR W/ PLASTIC CAP, PLS 5289
- 6) 5/8" REBAR W/ PLASTIC CAP, PLS 5289
- 7) 1/2" REBAR W/ PLASTIC CAP, PLS 3814
- 8) REPLACED 1/2" REBAR W/ PLASTIC CAP, PLS 3814
- 9) 5/8" REBAR
- 10) 1" IRON PIPE
- 11) 5/8" REBAR W/ PLASTIC CAP, PLS 3814
- 12) 1/2" REBAR W/ PLASTIC CAP, PLS 9367
- 13) 5/8" REBAR W/ PLASTIC CAP, PLS 6374
- 14) 5/8" REBAR W/ PLASTIC CAP, PLS 9367
- 15) 5/8" REBAR

SURVEY REFERENCES:

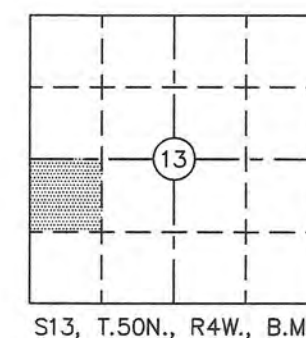
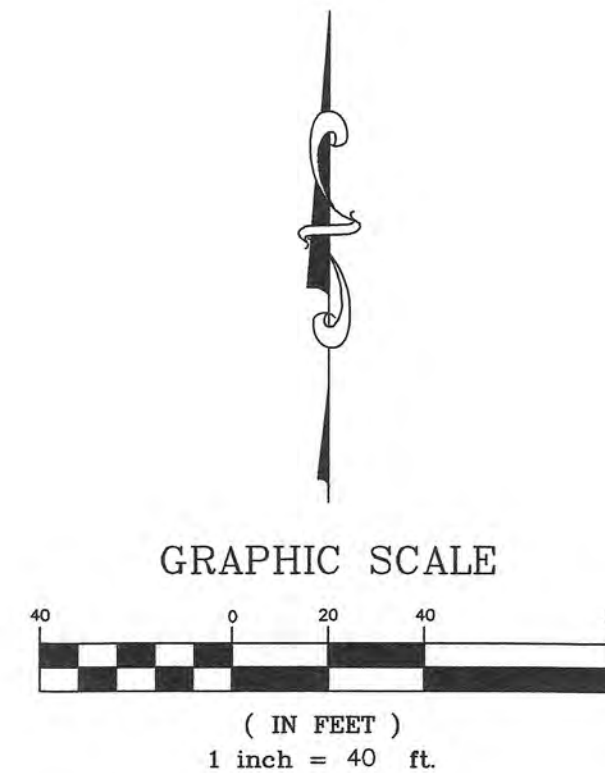
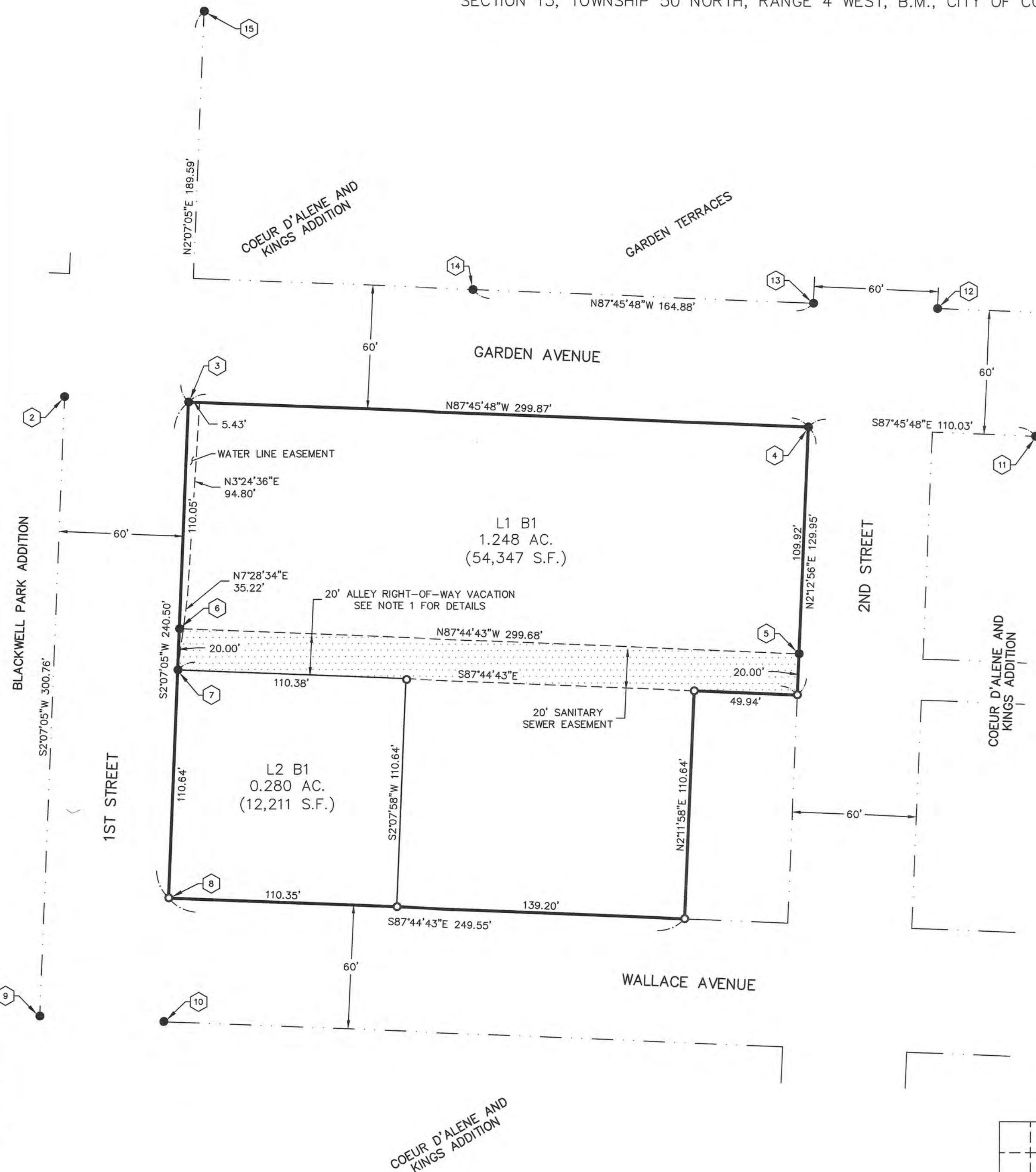
COEUR D'ALENE AND KINGS ADDITION,
BOOK C OF DEEDS, PAGES 144-145
TERRACE GARDEN, BOOK L OF PLATS, PAGES 23-23A
RECORD OF SURVEY, BOOK 4 OF SURVEYS, PAGE 252
RECORD OF SURVEY, BOOK 8 OF SURVEYS, PAGE 108
RECORD OF SURVEY, BOOK 10 OF SURVEYS, PAGE 50
RECORD OF SURVEY, BOOK 11 OF SURVEYS, PAGE 20
RECORD OF SURVEY, BOOK 11 OF SURVEYS, PAGE 81
RECORD OF SURVEY, BOOK 18 OF SURVEYS, PAGE 324
RECORD OF SURVEY, BOOK 20 OF SURVEYS, PAGE 343
RECORD OF SURVEY, BOOK 21 OF SURVEYS, PAGE 173
RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 313
RECORD OF SURVEY, BOOK 31 OF SURVEYS, PAGES 538-538A
RECORD OF SURVEY, BOOK 31 OF SURVEYS, PAGE 770
RECORD OF SURVEY, BOOK 31 OF SURVEYS, PAGE 949
RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGE 122

BASIS OF BEARING:

A BEARING OF N87°45'48"W WAS ASSUMED ALONG THE SOUTH RIGHT-OF-WAY LINE OF GARDEN AVENUE, AS SHOWN HEREON.

SURVEYOR'S NARRATIVE:

THE BOUNDARY SHOWN HEREON IS BASED ON FOUND MONUMENTS, PREVIOUS SURVEYS OF RECORD, AND THE UNDERLYING PLAT OF COEUR D'ALENE AND KINGS ADDITION.



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

DATE 05/20/2025	SCALE 1" = 40'
FIELD BOOK 24-044	DRAWN JRB
PROJECT NUMBER 24-044	DRAWING NO. 2 OF 2

AGREEMENT TO PERFORM SUBDIVISION WORK
Roosevelt Addition

THIS AGREEMENT made this 1st day of July, 2025 between Blue Fern Development 03, LLC, whose address is 18300 Redmond Way Ste. 120, Redmond, WA 98052-5183, with Max Chappron, Chief Financial Officer, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Roosevelt Addition, a two (2) lot, residential development in Coeur d'Alene, within Government Lot 8 (NW $\frac{1}{4}$ of the SW $\frac{1}{4}$), Section 13, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Concrete curb, sidewalk, and ADA Ramp improvements, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of November 2025. Said improvements are more particularly described on the submitted estimate of probable construction costs dated June 6, 2025 attached as Exhibit 'A' and signed by Holli Hopkins Heavrin, whose address is 12100 NE 195th Street, Suite 300, Bothell, WA 98011, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Three Thousand Ninety-three and 57/100 Dollars (\$3,093.57) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

City of Coeur d'Alene

Woody McEvers, Mayor

Blue Fern Development 03, LLC



Max Chappron, Chief Financial Officer

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

EROSION/SEDIMENTATION CONTROL

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EARTH-LINED SWALES	0	LIN FT	\$0.60	\$0.00
GRASS-LINED SWALES	0	LIN FT	\$4.50	\$0.00
ROCK-LINED SWALES	0	LIN FT	\$8.00	\$0.00
RIP-RAP (Hand Placed)	0	CU YD	\$25.00	\$0.00
FILTER FABRIC FENCE	0	LIN FT	\$1.50	\$0.00
STRAW BALES (Hand Placed/Spread)	0	EACH	\$14.00	\$0.00
INLET FILTERS	1	EACH	\$100.00	\$100.00
ROCK CHECK DAMS WITH SUMPS	0	EACH	\$65.00	\$0.00
ROCK-LINED CONSTRUCTION ENTRANCE (20' x 50')	0	EACH	\$1,400.00	\$0.00
HYDROSEEDING (Erosion Control)	0	ACRE	\$2,000.00	\$0.00
MULCHING (Hand Spread Straw)	0	SQ FT	\$0.20	\$0.00
SODDING	0	SQ FT	\$0.65	\$0.00
PLASTIC SHEETING	0	SQ FT	\$0.25	\$0.00
6" ADS PIPE	0	LIN FT	\$8.00	\$0.00
8" ADS PIPE	0	LIN FT	\$12.00	\$0.00
12" ADS PIPE	0	LIN FT	\$16.00	\$0.00
8" PVC PIPE	0	LIN FT	\$9.50	\$0.00
12" PVC PIPE	0	LIN FT	\$14.00	\$0.00
8" CMP PIPE	0	LIN FT	\$11.00	\$0.00
12" CMP PIPE	0	LIN FT	\$16.00	\$0.00
15" CMP PIPE	0	LIN FT	\$20.00	\$0.00
18" CMP PIPE	0	LIN FT	\$24.00	\$0.00
21" CMP PIPE	0	LIN FT	\$27.00	\$0.00
24" CMP PIPE	0	LIN FT	\$31.00	\$0.00
30" CMP PIPE	0	LIN FT	\$38.00	\$0.00
36" CMP PIPE	0	LIN FT	\$46.00	\$0.00
8" CONC PIPE	0	LIN FT	\$14.00	\$0.00
12" CONC PIPE	0	LIN FT	\$16.00	\$0.00
15" CONC PIPE	0	LIN FT	\$19.00	\$0.00
18" CONC PIPE	0	LIN FT	\$24.00	\$0.00
21" CONC PIPE	0	LIN FT	\$28.00	\$0.00
24" CONC PIPE	0	LIN FT	\$33.00	\$0.00
SEDIMENTATION POND EXCAVATION	0	CU YD	\$15.00	\$0.00
STANDPIPE AND GRAVEL FILTER CONE	0	EACH	\$1,500.00	\$0.00
DISPERSAL TRENCH	0	LIN FT	\$16.00	\$0.00
CHAIN-LINK TREE PROTECTION FENCING	20	LIN FT	\$10.00	\$200.00
CLEARING LIMIT FENCING	0	LIN FT	\$1.50	\$0.00
SUB-TOTAL				\$300

EARTHWORK & PAVING

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLEARING, GRUBBING & CHIP DEBRIS	0.1	ACRE	\$6,500.00	\$325.00
EXCAVATION (ESTIMATE ONLY)	5	CU YD	\$1.80	\$9.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

EMBANKMENT (ESTIMATE ONLY)	0	CU YD	\$3.00	\$0.00
STRUCTURAL FILL IMPORT (ESTIMATE ONLY)	0	CU YD	\$13.00	\$0.00
HAUL FROM SITE (ESTIMATE ONLY)	5	CU YD	\$4.50	\$22.50
REMOVE EXISTING STRUCTURES/UTILITIES	0	L-SUM	\$0.00	\$0.00
STABILIZATION FABRIC	0	SQ YD	\$1.60	\$0.00
GABIONS	0	SQ FT	\$6.00	\$0.00
ROCKERY	0	SQ FT	\$9.00	\$0.00
LOCK AND LOAD WALLS	0	SQ FT	\$35.00	\$0.00
BLOCK WALL	0	SQ FT	\$16.00	\$0.00
CONCRETE RETAINING WALL	0	SQ FT	\$30.00	\$0.00
FINE GRADING	5	CU YD	\$9.50	\$47.50
AC GRINDING, 4' WIDE MACHINE <1000SY	0	SQ YD	\$28.00	\$0.00
AC REMOVAL/DISPOSAL/REPAIR	5	SQ YD	\$67.50	\$354.38
SAWCUT, ASPHALT, 3" DEPTH	0	SQ YD	\$1.85	\$0.00
2" A.C. ON 4" CRUSHED ROCK BASE	0	SQ YD	\$13.00	\$0.00
3" A.C. ON 5" CRUSHED ROCK BASE	0	SQ YD	\$15.00	\$0.00
2" ASPHALT CONCRETE	0	SQ YD	\$7.00	\$0.00
3" ASPHALT CONCRETE	0	SQ YD	\$10.50	\$0.00
ASPHALT CONCRETE	0	TON	\$90.00	\$0.00
1-1/2" CLASS "B" TOP COURSE (5/8" MINUS)	0	SQ YD	\$5.00	\$0.00
2" CLASS "B" TOP COURSE (5/8" MINUS)	0	SQ YD	\$6.00	\$0.00
CLASS "B" TOP COURSE (5/8" MINUS)	0	CU YD	\$108.00	\$0.00
CLASS "B" TOP COURSE (5/8" MINUS)	0	TON	\$56.00	\$0.00
2-1/2" CLASS "B" BASE COURSE (PIT RUN)	0	SQ YD	\$6.50	\$0.00
3" CLASS "B" BASE COURSE (PIT RUN)	0	SQ YD	\$8.00	\$0.00
3/4" BASE COURSE (PIT RUN)	2	CU YD	\$9.00	\$18.00
CLASS "B" BASE COURSE (PIT RUN)	0	TON	\$9.00	\$0.00
4" ASPHALT-TREATED BASE	0	SQ YD	\$10.00	\$0.00
ASPHALT-TREATED BASE	0	CU YD	\$60.00	\$0.00
ASPHALT-TREATED BASE	0	TON	\$100.00	\$0.00
6" BALLAST BINDER ROCK	0	SQ YD	\$4.15	\$0.00
BALLAST BINDER ROCK	0	CU YD	\$21.00	\$0.00
BALLAST BINDER ROCK	0	TON	\$15.00	\$0.00
CONCRETE VERTICAL CURB & GUTTER	0	LIN FT	\$7.00	\$0.00
CONCRETE ROLLED CURB & GUTTER	0	LIN FT	\$7.00	\$0.00
FORMED CONCRETE CURB	10	LIN FT	\$9.00	\$90.00
EXTRUDED CONCRETE CURB	0	LIN FT	\$2.60	\$0.00
EXTRUDED ASPHALT CURB	0	LIN FT	\$2.50	\$0.00
THICKENED ASPHALT EDGE	0	LIN FT	\$4.00	\$0.00
CEMENT CONCRETE SIDEWALK (5' WIDE)	10	LIN FT	\$11.60	\$116.00
CEMENT CONCRETE SIDEWALK (6' WIDE)	0	LIN FT	\$14.00	\$0.00
CEMENT CONCRETE SIDEWALK (8' WIDE)	0	LIN FT	\$18.60	\$0.00
A.C. SIDEWALK (5' WIDE)	0	LIN FT	\$10.00	\$0.00
A.C. SIDEWALK (6' WIDE)	0	LIN FT	\$14.00	\$0.00
A.C. SIDEWALK (8' WIDE)	0	LIN FT	\$15.00	\$0.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

CINDER PATH (4' WIDE)	0	LIN FT	\$4.00	\$0.00
CINDER PATH (5' WIDE)	0	LIN FT	\$5.00	\$0.00
CONCRETE DRIVEWAY RAMP	0	SQ FT	\$2.50	\$0.00
WHEELCHAIR RAMP	2	EACH	\$265.00	\$530.00
SIDEWALK RAILING	0	LIN FT	\$30.00	\$0.00
BEAM GUARDRAIL (Incl. Anchors)	0	LIN FT	\$30.00	\$0.00
STANDARD BARRICADE (Type III)	0	EACH	\$750.00	\$0.00
6' HIGH WOOD FENCE	0	LIN FT	\$16.00	\$0.00
6' HIGH CYCLONE FENCE	0	LIN FT	\$10.00	\$0.00
BOLLARDS (Each Post)	0	EACH	\$185.00	\$0.00
REMOVABLE BOLLARDS (Each Post)	0	EACH	\$250.00	\$0.00
SWING GATE	0	EACH	\$2,700.00	\$0.00
MAILBOX STANDS	0	EACH	\$1,100.00	\$0.00
RELOCATE EXISTING UTILITY POLES	0	EACH	\$1,500.00	\$0.00
ADJUST EXISTING STRUCTURES TO GRADE	0	EACH	\$300.00	\$0.00
LANE MARKERS TYPE I	0	EACH	\$1.00	\$0.00
LANE MARKERS TYPE II	0	EACH	\$1.00	\$0.00
TRAFFIC BUTTONS	0	EACH	\$3.00	\$0.00
4" PAINT STRIPE	0	LIN FT	\$1.00	\$0.00
TURN ARROWS	0	EACH	\$50.00	\$0.00
THERMOPLASTIC MATERIAL	0	SQ FT	\$2.50	\$0.00
TRUNCATED DOMES	1	EACH	\$250.00	\$250.00
SUB-TOTAL				\$1,762

STORM DRAINAGE

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ROOF DRAIN CLEANOUT	0	EACH	\$225.00	\$0.00
YARD DRAIN	0	EACH	\$325.00	\$0.00
INLET	0	EACH	\$600.00	\$0.00
TYPE I CATCH BASIN	0	EACH	\$1,200.00	\$0.00
TYPE I-D CATCH BASIN	0	EACH	\$1,300.00	\$0.00
TYPE II-48" CATCH BASIN	0	EACH	\$1,950.00	\$0.00
ADDITIONAL DEPTH OVER 4'	0	LIN FT	\$480.00	\$0.00
TYPE II-54" CATCH BASIN	0	EACH	\$2,600.00	\$0.00
TYPE II-72" CATCH BASIN	0	EACH	\$3,640.00	\$0.00
TYPE II-96" CATCH BASIN	0	EACH	\$5,200.00	\$0.00
SPECIAL CATCH BASIN STRUCTURE	0	L-SUM	\$0.00	\$0.00
4" ADS PIPE	0	LIN FT	\$6.50	\$0.00
4" PERF. ADS PIPE (w/ Rock)	0	LIN FT	\$10.50	\$0.00
6" ADS PIPE	0	LIN FT	\$7.00	\$0.00
6" PERF. ADS PIPE (w/ Rock)	0	LIN FT	\$11.00	\$0.00
8" ADS PIPE	0	LIN FT	\$7.50	\$0.00
8" PERF. ADS PIPE (w/ Rock)	0	LIN FT	\$11.50	\$0.00
4" PVC PIPE	0	LIN FT	\$9.10	\$0.00
4" PERF. PVC PIPE (w/ Rock)	0	LIN FT	\$13.00	\$0.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

6" PVC PIPE	0	LIN FT	\$9.15	\$0.00
6" PERF. PVC PIPE (w/ Rock)	0	LIN FT	\$13.00	\$0.00
8" PVC PIPE	0	LIN FT	\$17.60	\$0.00
8" PERF. PVC PIPE (w/ Rock)	0	LIN FT	\$21.00	\$0.00
6" CMP PIPE	0	LIN FT	\$12.00	\$0.00
8" CMP PIPE	0	LIN FT	\$13.00	\$0.00
12" CMP PIPE	0	LIN FT	\$15.50	\$0.00
15" CMP PIPE	0	LIN FT	\$18.00	\$0.00
18" CMP PIPE	0	LIN FT	\$21.50	\$0.00
21" CMP PIPE	0	LIN FT	\$25.00	\$0.00
24" CMP PIPE	0	LIN FT	\$28.00	\$0.00
27" CMP PIPE	0	LIN FT	\$33.00	\$0.00
30" CMP PIPE	0	LIN FT	\$36.00	\$0.00
36" CMP PIPE	0	LIN FT	\$43.00	\$0.00
42" CMP PIPE	0	LIN FT	\$55.00	\$0.00
48" CMP PIPE	0	LIN FT	\$64.00	\$0.00
54" CMP PIPE	0	LIN FT	\$73.00	\$0.00
60" CMP PIPE	0	LIN FT	\$83.00	\$0.00
66" CMP PIPE	0	LIN FT	\$93.00	\$0.00
72" CMP PIPE	0	LIN FT	\$102.00	\$0.00
84" CMP PIPE	0	LIN FT	\$123.00	\$0.00
96" CMP PIPE	0	LIN FT	\$145.00	\$0.00
8" CONC PIPE	0	LIN FT	\$10.00	\$0.00
12" CONC PIPE	0	LIN FT	\$18.00	\$0.00
15" CONC PIPE	0	LIN FT	\$22.00	\$0.00
18" CONC PIPE	0	LIN FT	\$27.00	\$0.00
21" CONC PIPE	0	LIN FT	\$32.00	\$0.00
24" CONC PIPE	0	LIN FT	\$36.00	\$0.00
30" CONC PIPE	0	LIN FT	\$42.00	\$0.00
36" CONC PIPE	0	LIN FT	\$51.00	\$0.00
42" CONC PIPE	0	LIN FT	\$60.00	\$0.00
48" CONC PIPE	0	LIN FT	\$79.00	\$0.00
54" CONC PIPE	0	LIN FT	\$90.00	\$0.00
60" CONC PIPE	0	LIN FT	\$100.00	\$0.00
6" PVC PIPE	0	LIN FT	\$18.00	\$0.00
8" PVC PIPE	0	LIN FT	\$22.10	\$0.00
12" PVC PIPE	0	LIN FT	\$33.15	\$0.00
15" PVC PIPE	0	LIN FT	\$37.70	\$0.00
18" PVC PIPE	0	LIN FT	\$45.50	\$0.00
21" PVC PIPE	0	LIN FT	\$53.25	\$0.00
24" PVC PIPE	0	LIN FT	\$60.69	\$0.00
30" PVC PIPE	0	LIN FT	\$69.00	\$0.00
8" HDPEP PIPE	0	LIN FT	\$12.00	\$0.00
12" HDPEP PIPE	0	LIN FT	\$18.00	\$0.00
15" HDPEP PIPE	0	LIN FT	\$22.00	\$0.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

18" HDPEP PIPE	0	LIN FT	\$28.00	\$0.00
6" DUCTILE IRON PIPE	0	LIN FT	\$17.00	\$0.00
8" DUCTILE IRON PIPE	0	LIN FT	\$21.50	\$0.00
12" DUCTILE IRON PIPE	0	LIN FT	\$28.50	\$0.00
18" DUCTILE IRON PIPE	0	LIN FT	\$60.00	\$0.00
12" FLARED END SECTION	0	EACH	\$100.00	\$0.00
15" FLARED END SECTION	0	EACH	\$130.00	\$0.00
18" FLARED END SECTION	0	EACH	\$150.00	\$0.00
21" FLARED END SECTION	0	EACH	\$175.00	\$0.00
24" FLARED END SECTION	0	EACH	\$190.00	\$0.00
27" FLARED END SECTION	0	EACH	\$205.00	\$0.00
30" FLARED END SECTION	0	EACH	\$225.00	\$0.00
36" FLARED END SECTION	0	EACH	\$250.00	\$0.00
42" FLARED END SECTION	0	EACH	\$275.00	\$0.00
48" FLARED END SECTION	0	EACH	\$300.00	\$0.00
54" FLARED END SECTION	0	EACH	\$325.00	\$0.00
60" FLARED END SECTION	0	EACH	\$350.00	\$0.00
TRASH RACK	0	EACH	\$200.00	\$0.00
PRE-CAST CONCRETE HEADWALL	0	EACH	\$1,700.00	\$0.00
ROCK EXCAVATION IN TRENCHES	0	CU YD	\$72.00	\$0.00
PIPE BEDDING	0	CU YD	\$7.00	\$0.00
PIPE BEDDING	0	TON	\$12.00	\$0.00
SELECT BACKFILL	0	CU YD	\$5.00	\$0.00
SELECT BACKFILL	0	TON	\$9.50	\$0.00
PIPE ANCHORS	0	EACH	\$250.00	\$0.00
HILL HOLDERS	0	EACH	\$175.00	\$0.00
ENERGY DISSIPATORS	0	EACH	\$400.00	\$0.00
RIP-RAP (Hand Placed)	0	CU YD	\$40.00	\$0.00
EARTH-LINED SWALES	0	LIN FT	\$3.00	\$0.00
GRASS-LINED SWALES (3' Bottom Width)	0	LIN FT	\$4.50	\$0.00
ROCK-LINED SWALES	0	LIN FT	\$12.00	\$0.00
FRENCH DRAIN	0	LIN FT	\$16.00	\$0.00
INFILTRATION TRENCH	0	LIN FT	\$18.00	\$0.00
CONNECT TO EXISTING STORM	0	EACH	\$1,400.00	\$0.00
PLUG EXISTING STORM	0	EACH	\$250.00	\$0.00
ROADWAY TRENCH REPAIR	0	SQ YD	\$18.00	\$0.00
2" A.C. OVERLAY	0	SQ YD	\$3.75	\$0.00
JACK AND BORE	0	L-SUM	\$0.00	\$0.00
CONCRETE DETENTION VAULT (Complete)	0	CU FT	\$10.27	\$0.00
DETENTION POND (Graded & Landscaped)	0	L-SUM	\$50,000.00	\$0.00
WATER QUALITY VAULT (OLDCASTLE BIOPOD)	0	L-SUM	\$17,200.00	\$0.00
CMP REDUCING END PLATE	0	EACH	\$250.00	\$0.00
RESTRICTOR TEE	0	EACH	\$700.00	\$0.00
OIL/WATER SEPARATOR VAULT	0	EACH	\$4,000.00	\$0.00
BIRDCAGE OVERFLOW STRUCTURE	0	EACH	\$1,400.00	\$0.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

SUB-TOTAL				\$0
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SANITARY SEWER

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
48" MANHOLES (Less Than 8' Deep)	0	EACH	\$2,250.00	\$0.00
48" MANHOLES (More Than 8' Deep)	0	EACH	\$2,250.00	\$0.00
48" MANHOLES (More Than 12' Deep)	0	EACH	\$2,250.00	\$0.00
48" MANHOLES, ADDITIONAL DEPTH OVER 8'	0	LIN FT	\$175.00	\$0.00
54" MANHOLES (Less Than 8' Deep)	0	EACH	\$2,500.00	\$0.00
54" MANHOLES (More Than 8' Deep)	0	EACH	\$2,500.00	\$0.00
54" MANHOLES (More Than 12' Deep)	0	EACH	\$2,500.00	\$0.00
54" MANHOLES, ADDITIONAL DEPTH OVER 8'	0	LIN FT	\$200.00	\$0.00
DROP CONNECTION	0	EACH	\$750.00	\$0.00
6" CLEANOUT	0	EACH	\$150.00	\$0.00
8" CLEANOUT	0	EACH	\$175.00	\$0.00
6" PVC PIPE	0	LIN FT	\$18.00	\$0.00
8" PVC PIPE	0	LIN FT	\$22.10	\$0.00
10" PVC PIPE	0	LIN FT	\$28.60	\$0.00
12" PVC PIPE	0	LIN FT	\$33.15	\$0.00
15" PVC PIPE	0	LIN FT	\$37.70	\$0.00
18" PVC PIPE	0	LIN FT	\$45.50	\$0.00
6" DUCTILE IRON PIPE	0	LIN FT	\$17.00	\$0.00
8" DUCTILE IRON PIPE	0	LIN FT	\$21.50	\$0.00
12" DUCTILE IRON PIPE	0	LIN FT	\$28.50	\$0.00
14" DUCTILE IRON PIPE	0	LIN FT	\$35.00	\$0.00
16" DUCTILE IRON PIPE	0	LIN FT	\$42.00	\$0.00
18" DUCTILE IRON PIPE	0	LIN FT	\$60.00	\$0.00
ROCK EXCAVATION IN TRENCHES	0	CU YD	\$72.00	\$0.00
PIPE BEDDING	0	CU YD	\$7.00	\$0.00
PIPE BEDDING	0	TON	\$12.00	\$0.00
SELECT BACKFILL	0	CU YD	\$5.00	\$0.00
SELECT BACKFILL	0	TON	\$9.50	\$0.00
PIPE ANCHORS	0	EACH	\$250.00	\$0.00
HILL HOLDERS	0	EACH	\$200.00	\$0.00
6" SIDE SEWER & CLEANOUT	0	EACH	\$800.00	\$0.00
8" SIDE SEWER & CLEANOUT	0	EACH	\$1,200.00	\$0.00
CONNECT TO EXISTING SEWER	0	EACH	\$3,000.00	\$0.00
PLUG EXISTING SEWER	0	EACH	\$1,500.00	\$0.00
ROADWAY TRENCH REPAIR	0	SQ YD	\$18.00	\$0.00
2" A.C. OVERLAY	0	SQ YD	\$3.75	\$0.00
JACK AND BORE	LUMP SUM	L-SUM	\$0.00	\$0.00
LIFT STATION & CONTROLS	LUMP SUM	L-SUM	\$0.00	\$0.00
WET WELL	LUMP SUM	L-SUM	\$0.00	\$0.00
STANDBY POWER GENERATOR	LUMP SUM	L-SUM	\$0.00	\$0.00
4" PVC FORCE MAIN	0	LIN FT	\$9.00	\$0.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

6" PVC FORCE MAIN	0	LIN FT	\$11.00	\$0.00
8" PVC FORCE MAIN	0	LIN FT	\$15.50	\$0.00
4" DUCTILE IRON FORCE MAIN	0	LIN FT	\$11.50	\$0.00
6" DUCTILE IRON FORCE MAIN	0	LIN FT	\$14.00	\$0.00
8" DUCTILE IRON FORCE MAIN	0	LIN FT	\$17.00	\$0.00
TESTING AND CLEAN-UP	LUMP SUM	L-SUM	\$0.00	\$0.00
SUB-TOTAL				\$0

WATER

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2" CLASS 200 PVC PIPE	0	LIN FT	\$5.00	\$0.00
4" CLASS 200 PVC PIPE	0	LIN FT	\$8.00	\$0.00
6" CLASS 200 PVC PIPE	0	LIN FT	\$11.50	\$0.00
8" CLASS 200 PVC PIPE	0	LIN FT	\$17.00	\$0.00
12" CLASS 200 PVC PIPE	0	LIN FT	\$24.00	\$0.00
4" CLASS 52 DUCTILE IRON PIPE	0	LIN FT	\$14.50	\$0.00
6" CLASS 52 DUCTILE IRON PIPE	0	LIN FT	\$17.50	\$0.00
8" CLASS 52 DUCTILE IRON PIPE	0	LIN FT	\$21.75	\$0.00
10" CLASS 52 DUCTILE IRON PIPE	0	LIN FT	\$26.00	\$0.00
12" CLASS 52 DUCTILE IRON PIPE	0	LIN FT	\$31.80	\$0.00
16" CLASS 50 DUCTILE IRON PIPE	0	LIN FT	\$52.50	\$0.00
20" CLASS 50 DUCTILE IRON PIPE	0	LIN FT	\$60.00	\$0.00
24" CLASS 50 DUCTILE IRON PIPE	0	LIN FT	\$72.50	\$0.00
ROCK EXCAVATION IN TRENCHES	0	CU YD	\$72.00	\$0.00
PIPE BEDDING	0	CU YD	\$7.00	\$0.00
PIPE BEDDING	0	TON	\$12.00	\$0.00
SELECT BACKFILL	0	CU YD	\$5.00	\$0.00
SELECT BACKFILL	0	TON	\$9.50	\$0.00
PIPE ANCHORS	0	EACH	\$250.00	\$0.00
HILL HOLDERS	0	EACH	\$200.00	\$0.00
4" GATE VALVE ASSEMBLY	0	EACH	\$450.00	\$0.00
6" GATE VALVE ASSEMBLY	0	EACH	\$575.00	\$0.00
8" GATE VALVE ASSEMBLY	0	EACH	\$875.00	\$0.00
12" GATE VALVE ASSEMBLY	0	EACH	\$1,150.00	\$0.00
12" BUTTERFLY VALVE ASSEMBLY	0	EACH	\$1,200.00	\$0.00
16" BUTTERFLY VALVE ASSEMBLY	0	EACH	\$2,300.00	\$0.00
48" DIAM. VALVE VAULT	0	EACH	\$1,800.00	\$0.00
4'X6' VALVE VAULT	0	EACH	\$2,000.00	\$0.00
6" TAPPING TEE & GATE VALVE	0	EACH	\$1,100.00	\$0.00
8" TAPPING TEE & GATE VALVE	0	EACH	\$1,650.00	\$0.00
12" TAPPING TEE & GATE VALVE	0	EACH	\$2,750.00	\$0.00
3/4" SERVICE & METER	0	EACH	\$750.00	\$0.00
1" SERVICE & METER	0	EACH	\$900.00	\$0.00
1-1/2" SERVICE & METER	0	EACH	\$1,200.00	\$0.00
2" SERVICE	0	EACH	\$1,500.00	\$0.00

CONSTRUCTION QUANTITY/COST ESTIMATE

FOR: Wallace Townhomes Frontage
WORK WITHIN City of Coeur d'Alene

PREPARED BY: HHH

JOB NUMBER: 24148

DATE: 6/2/2025

3" SERVICE	0	EACH	\$1,800.00	\$0.00
4" SERVICE	0	EACH	\$2,400.00	\$0.00
SERVICE PRV	0	EACH	\$400.00	\$0.00
5-1/4" M.V.O. FIRE HYDRANT ASSEMBLY	0	EACH	\$2,485.00	\$0.00
2" BLOW-OFF ASSEMBLY	0	EACH	\$700.00	\$0.00
AIR/VACUUM RELEASE VALVE	0	EACH	\$1,000.00	\$0.00
FIRE SPRINKLER VAULT	0	EACH	\$5,500.00	\$0.00
PRESSURE REDUCING VALVE STATION	LUMP SUM	L-SUM	\$0.00	\$0.00
BOOSTER PUMP STATION	LUMP SUM	L-SUM	\$0.00	\$0.00
CONNECT TO EXISTING WATER	0	EACH	\$500.00	\$0.00
ROADWAY TRENCH REPAIR	0	SQ YD	\$18.00	\$0.00
2" A.C. OVERLAY	0	SQ YD	\$3.75	\$0.00
JACK AND BORE	LUMP SUM	L-SUM	\$0.00	\$0.00
TESTING, PURITY & CLEAN-UP		LIN FT	\$0.50	\$0.00
SUB-TOTAL				\$0

MISCELLANEOUS UTILITIES

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2" SCHEDULE 40 PVC CONDUIT	0	LIN FT	\$5.00	\$0.00
4" SCHEDULE 40 PVC CONDUIT	0	LIN FT	\$8.00	\$0.00
JUNCTION BOX	0	EACH	\$250.00	\$0.00
TRAFFIC SIGNALS (ENTIRE INTERSECTION)	LUMP SUM	L-SUM	\$0.00	\$0.00
STREET LIGHT (BASE, POLE & FIXTURE)	0	EACH	\$5,000.00	\$0.00
STREET LIGHT CABLE	0	LIN FT	\$0.00	\$0.00
POWER TRANSFORMER	0	EACH	\$0.00	\$0.00
POWER SERVICE & METER	0	EACH	\$0.00	\$0.00
POWER CABLE	0	LIN FT	\$5.00	\$0.00
TELEPHONE PEDESTAL	0	EACH	\$0.00	\$0.00
TELEPHONE CABLE	0	LIN FT	\$0.00	\$0.00
2" DUCTILE IRON GAS MAIN	0	LIN FT	\$8.00	\$0.00
4" DUCTILE IRON GAS MAIN	0	LIN FT	\$11.00	\$0.00
SURVEY MONUMENT	0	EACH	\$250.00	\$0.00
GAS SERVICE & METER	0	EACH	\$500.00	\$0.00
SUB-TOTAL				\$0.00

TOTAL COST:

\$2,062.38

Bond Estimate 150% of COST

\$1,031.19

BOND AMOUNT:

\$3,093.57



Bond No. CIC1946651

KNOW ALL BY THESE PRESENTS, That we Blue Fern Development 03, LLC

_____ as Principal, and the _____

Capitol Indemnity Corporation as Surety, are held and firmly bound

unto City of Coeur d' Alene

in the just and full sum of Three Thousand Ninety-three And 57/100

_____, \$3,093.57) Dollars, for
which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th day of June, 2025

THE CONDITION OF THIS OBLIGATION IS SUCH, that, whereas, the Principal has agreed to the
completion of

Wallace Townhomes Frontage

NOW, THEREFORE, If the said Principal shall well and truly construct said improvements during the term
thereof or any extension of said term that may be granted by Obligee with or without notice to the surety,
then this obligation to be void; otherwise, to remain in full force and effect.

Blue Fern Development 03, LLC
(Principal)

Max Chapp

Capitol Indemnity Corporation
(Surety)

Theresa A. Lamb
Theresa A. Lamb Attorney-In-Fact



CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1946651

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

MICHAEL A MURPHY; EMMA C DOLESHEL; HEATHER L ALLEN

JIM W DOYLE; CHAD M EPPLE; STEPHEN M SCOTT; DANA BROWN

GRANT E INGALLS; JAMES S KUICH; THERESA A LAMB; NATALIE C CHAU

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of June 2025



Suzanne M. Broadbent
Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

CITY COUNCIL STAFF REPORT

DATE: July 1, 2025
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: [SS-25-05] Carefree View: Final Plat, Subdivision Improvement Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a three (3) lot Residential subdivision.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: James L. Taggart, Property owner
D & A J Real Properties, LLLP
2794 Hawk Ridge Rd NW
Prior Lake, MN 55372
- b. Location: 1006 E. Gilbert Avenue, Southeast Corner of the intersection of Gilbert Avenue
and Honeysuckle Drive
- c. Previous Action:
 1. Preliminary plat approval, June 2, 2025

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$10,200.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

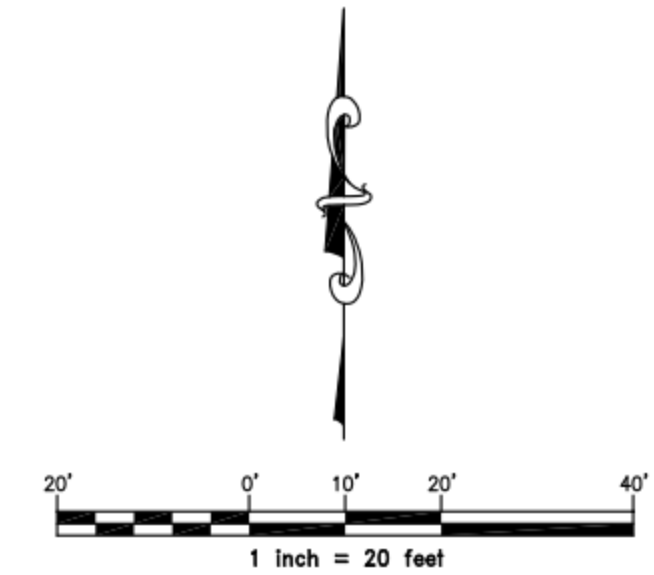
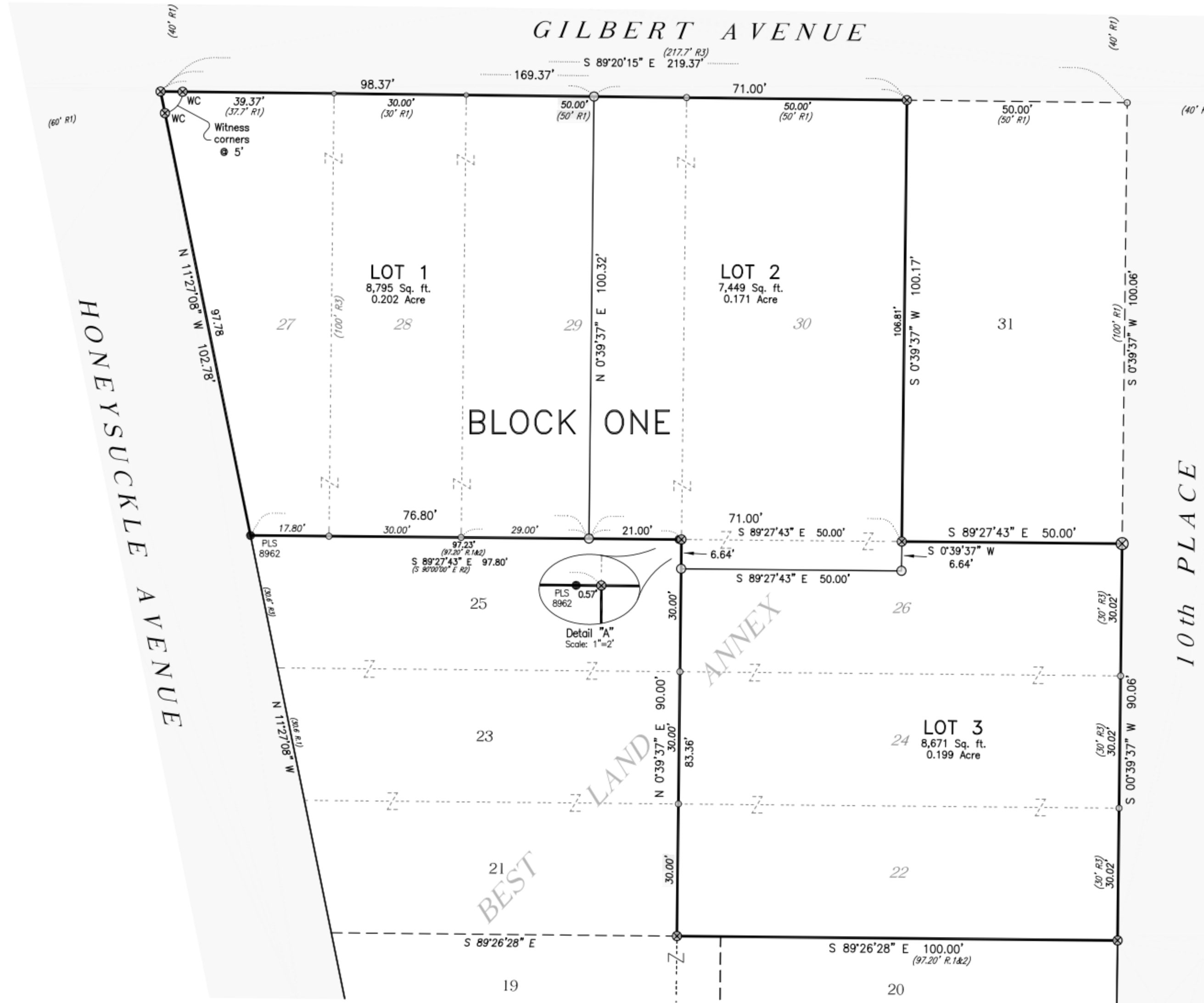
The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Concrete sidewalk and ADA Ramp) in order to receive final plat approval. The developer has stated that all infrastructure installations will be complete by October 31, 2025.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

CAREFREE VIEW
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ No. _____
At _____ minutes past _____ o'clock _____ M Date: _____
STATE OF IDAHO, COUNTY OF KOOTENAI
AT THE REQUEST OF: MECKEL ENGINEERING & SURVEYING
JENNIFER LOCKE, CLERK: RECORDER'S OFFICE By _____ Deputy
Fee \$ _____



BASIS OF BEARING

BASIS OF BEARING ~ SOUTH 89°21'23\"



VICINITY MAP
NOT TO SCALE

SURVEYS OF RECORD & PRIOR SURVEYS

1) J.B.DAVID	G.L.O.	JULY 1881	FIELD NOTES & PLAT
2) WASHLEY	PLS 17	APR. 1909	PLAT BK. C, PG. 30
			BEST LAND & BEST LAND ANNEX
3) WASHLEY	PLS 17	SEPT. 1939	PLAT BK. C, PG. 173
			BEST LAND ANNEX
4) J.FULTON	PLS 996	SEPT. 1977	UNRECORDED SURVEY
5) J.MECKEL	PLS 3451	OCT. 1994	ROS BK. 16, PG. 42
6) J.STERNS	PLS 8798	MAY 2005	ROS BK. 23, PG. 291
7) M.MAYBERRY	PLS 8962	MAR. 2020	ROS BK. 31, PG. 292
8) S.RASOR	PLS 6374	APR. 2021	ROS BK. 31, PG. 697
9) S.RASOR	PLS 6374	FEB. 2023	ROS BK. 32, PG. 397
10) S.RASOR	PLS 6374	MAR. 2025	ROS BK. 33, PG. 70

LEGEND

- FD. AN IRON ROD, 1/2\"
- FD. AN IRON ROD, 5/8\"
- ⊗ FD. AN IRON ROD, 30\"
- SET AN IRON ROD, 30\"
- CALCULATED POINT (NOTHING FOUND OR SET)
- OTHERS AS NOTED

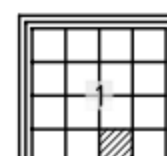
SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED TO ESTABLISH A THREE (3) LOT SUBDIVISION WITHIN LOTS 22, 24, 26, 27, 28, 29 & 30, OF THE \"BEST LAND ANNEX\" SUBDIVISION AS DEPICTED HEREON.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE \"CAREFREE VIEW\" SUBDIVISION MORE PARTICULARLY DESCRIBED IN THE OWNER'S DEDICATION CERTIFICATE ON SHEET 3 OF 3 OF THIS PLAT. I FURTHER CERTIFY THE SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO PLATS AND SURVEYS.

Scott M. Rasor 6/4/25
SCOTT M. RASOR ~ PLS 6374 DATE



SCALE: 1\"

DRAWN: CVF
CHECKED: SMR

JOB NO: 24.007
DWG FILE: DAJ24079_P1
CREW: TAB, DEG & DSB



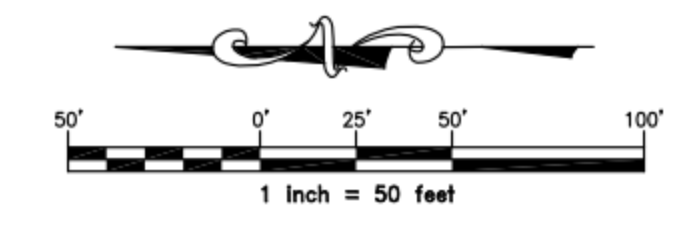
MECKEL ENGINEERING
& SURVEYING
7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 email:info@meckel.com

CAREFREE VIEW
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CAREFREE VIEW
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX,
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.
CITY COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ No. _____

Sec. Cor.
FD. an iron rod,
5/8" diameter, with
an aluminum cap,
2" diameter.
CP&F Inst. No.
2826105000
(2,201,424.204 CITY)
(2,374,755.765 CITY)



BASIS OF BEARING

BASIS OF BEARING ~ SOUTH 89°21'23" EAST ALONG THE SOUTH LINE OF SECTION 1, BETWEEN THE SOUTH QUARTER CORNER, MONUMENTED BY AN IRON ROD WITH AN ALUMINUM CAP, 2" DIAMETER, MARKED PE/PLS 3451, AND THE SOUTHWEST SECTION CORNER OF SAID SECTION 1, MONUMENTED WITH AN IRON ROD, 5/8" DIAMETER WITH AN ALUMINUM CAP, 2 1/2" DIAMETER, MARKED PLS 5573. ALL BEARINGS ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, EXCEPT THE BEARINGS OF RECORD.

SURVEY NARRATIVE

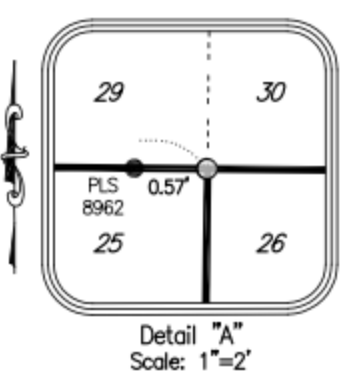
THIS SURVEY WAS PERFORMED TO LOCATE THE MONUMENTATION FOR THE PERIMETER OF LOTS 22, 24, 26, 27, 28, 29 & 30, OF THE "BEST LAND ANNEX" SUBDIVISION AND TO ESTABLISH MONUMENTATION FOR THE TWO (2) LOT SUBDIVISION DEPICTED HEREON.

LEGEND

- FD. AN IRON ROD, 1/2" DIAMETER, WITH A PLASTIC CAP MARKED AS NOTED.
- FD. AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED AS NOTED.
- ⊗ FD. AN IRON ROD, 30" LONG, 5/8" DIAMETER., WITH A PLASTIC CAP MARKED "PLS 6374". PRIOR SURVEY
- SET AN IRON ROD, 30" LONG, 5/8" DIAMETER., WITH A PLASTIC CAP MARKED "PLS 6374".
- CALCULATED POINT (NOTHING FOUND OR SET)
- OTHERS AS NOTED

SURVEYS OF RECORD & PRIOR SURVEYS

1) J.B.DAVID	G.L.O.	JULY 1881	FIELD NOTES & PLAT
2) W.ASHLEY	PLS 17	APR. 1909	PLAT BK. C, PG. 30
		BEST LAND	& BEST LAND ANNEX
3) W.ASHLEY	PLS 17	SEPT. 1939	PLAT BK. C, PG. 173
			BEST LAND ANNEX
4) J.FULTON	PLS 996	SEPT. 1977	UNRECORDED SURVEY
5) J.MECKEL	PLS 3451	OCT. 1994	ROS BK. 16, PG. 42
6) J.STERNS	PLS 8798	MAY 2005	ROS BK. 23, PG. 291
7) M.MAYBERRY	PLS 8962	MAR. 2020	ROS BK. 31, PG. 292
8) S.RASOR	PLS 6374	APR. 2021	ROS BK. 31, PG. 697
9) S.RASOR	PLS 6374	FEB. 2023	ROS BK. 32, PG. 397
9) S.RASOR	PLS 6374	MAR. 2025	ROS BK. __, PG. __



1/4 Sec. Cor.
FD. an iron rod,
5/8" diameter, with
an aluminum cap,
2" diameter.
CP&F Inst. No.
2826106000
(2,201,464.204 CITY)
(2,372,130.120 CITY)

SCOTT M. RASOR ~ PLS 6374

6/4/25
DATE



SCALE: 1" = 50'	DRAWN: CVF	JOB NO: 24.079
DATE: JUNE 4, 2025	CHECKED: SMR	DWG FILE: DAJ24079_R1
		CREW: MES



MECKEL ENGINEERING & SURVEYING
7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax:(208)664-3347

CAREFREE VIEW
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX,
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.
CITY COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CAREFREE VIEW
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INST. No. _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT D&A"J" PROPERTIES L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED COMPANY, IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX, RECORDED IN BOOK C OF PLATS AT PAGE 173, SITUATED IN GOVERNMENT LOT 2 OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, CONTAINING 0.572 ACRE OF LAND, MORE OR LESS;

SAID OWNERS HAVE CAUSED THE SAME TO BE SUBDIVIDED AND PLATTED INTO THREE (3) LOTS AND ONE BLOCK TO BE KNOWN AS "CAREFREE VIEW".

SUBJECT TO:

ANY EXISTING RIGHTS OF WAY, EASEMENTS, COVENANTS, CONDITIONS, RIGHTS, RESERVATIONS, RESTRICTIONS, ENCUMBRANCES OR APPLICABLE SUBDIVISION, BUILDING AND ZONING ORDINANCES AND USE REGULATIONS, OF RECORD OR IN VIEW.

ANY FUTURE STRUCTURES BUILT ON THE PROPOSED LOTS WILL BE REQUIRED TO MEET THE REQUIREMENTS OF ALL CODES AS ADOPTED IN THE CITY OF COEUR D'ALENE BUILDING ORDINANCES IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION.

BE IT FURTHER KNOWN THAT: 1.) SANITARY SEWER DISPOSAL FOR THIS PLAT IS TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
2.) DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

IN WITNESS WHEREOF SAID OWNER'S HEREBY AFFIX THEIR SIGNATURES:

JAMES L. TAGGART
GENERAL PARTNER

ACKNOWLEDGMENT

_____ } ss.
_____ }

ON THIS _____ DAY OF _____, 2025, BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED JAMES L. TAGGART KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.



NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES _____

CITY COUNCIL APPROVAL

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

DATED THIS _____ DAY OF _____, 2025.

CITY OF COEUR D'ALENE - CLERK

CITY ENGINEER

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

DATED THIS _____ DAY OF _____, 2025.

CITY ENGINEER

HEALTH DISTRICT

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

DATE: _____ HEALTH DISTRICT SIGNATURE _____

COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2025, I HAVE EXAMINED THIS PLAT AND THAT THE ACCURACY THEREOF COMPLIES WITH THE REQUIREMENTS OF IDAHO STATE CODE.

KOOTENAI COUNTY SURVEYOR



COUNTY TREASURER

I HEREBY CERTIFY THIS _____ DAY OF _____, 2025, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH _____.

KOOTENAI COUNTY TREASURER

COUNTY RECORDER

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO,

AT THE REQUEST OF _____

THIS _____ DAY OF _____, 2025, AT _____ M., AND DULY RECORDED

IN PLAT BOOK _____, PAGE _____, INSTRUMENT NO. _____, FEE: _____

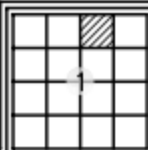
KOOTENAI COUNTY RECORDER

SCOTT M. RASOR ~ PLS 6374

6/4/25
DATE



SHEET 3 OF 3



SCALE: N/A

DATE: JUNE 4, 2025

DRAWN: CVF

CHECKED: SMR

JOB NO: 24.079
DWG FILE: DAJ24079_P1

CREW: TAB, DEG & DSB

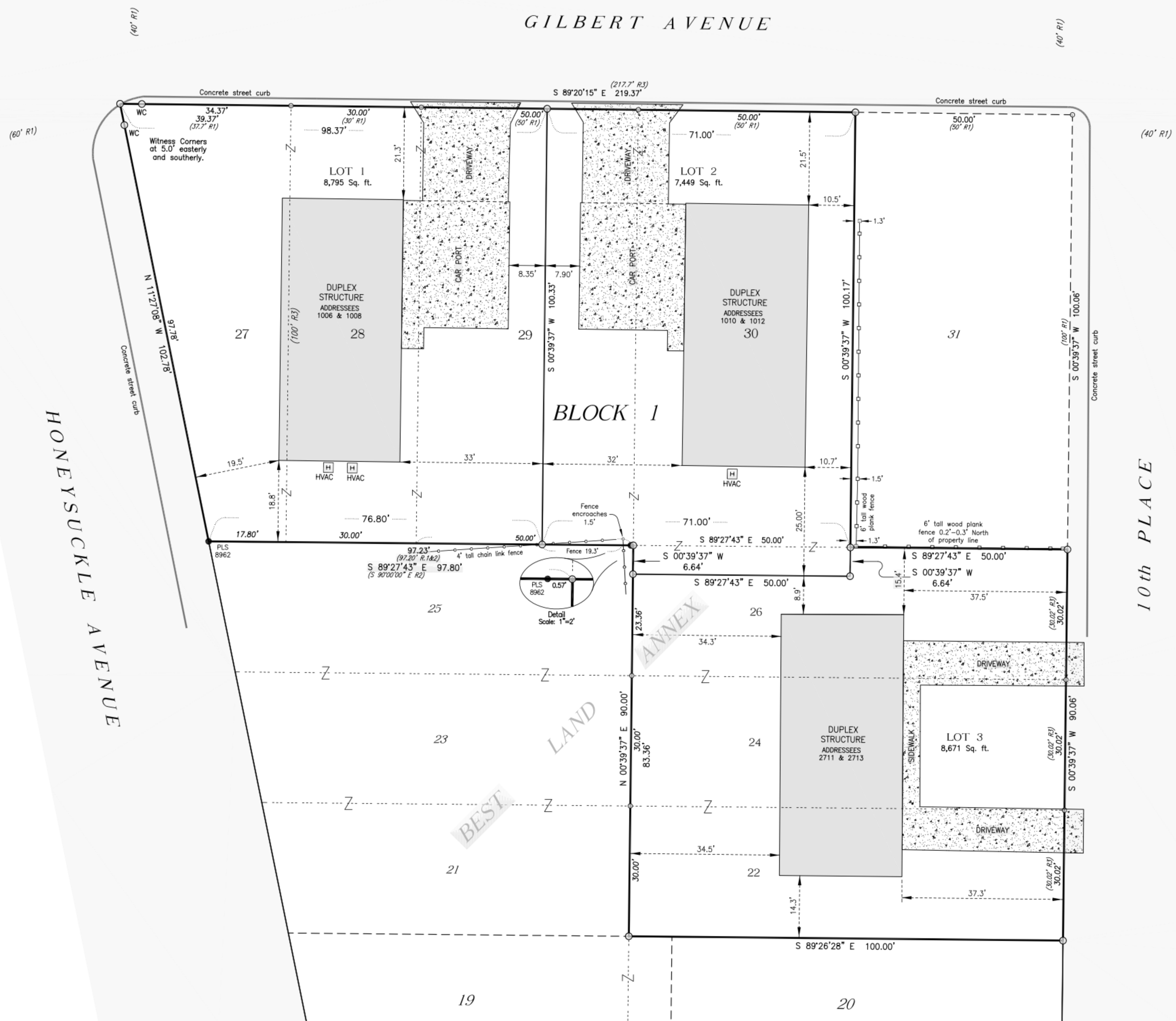


MECKEL ENGINEERING
& SURVEYING

7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax:(208)664-3347

CAREFREE VIEW
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CAREFREE VIEW SUPPLEMENTAL
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LOCATES
(2 WORKING DAYS NOTICE
REQUIRED PRIOR TO EXCAVATION)



LOCAL CALLING NUMBERS
KOOTENAI COUNTY
1-800-428-4950

HATCHING

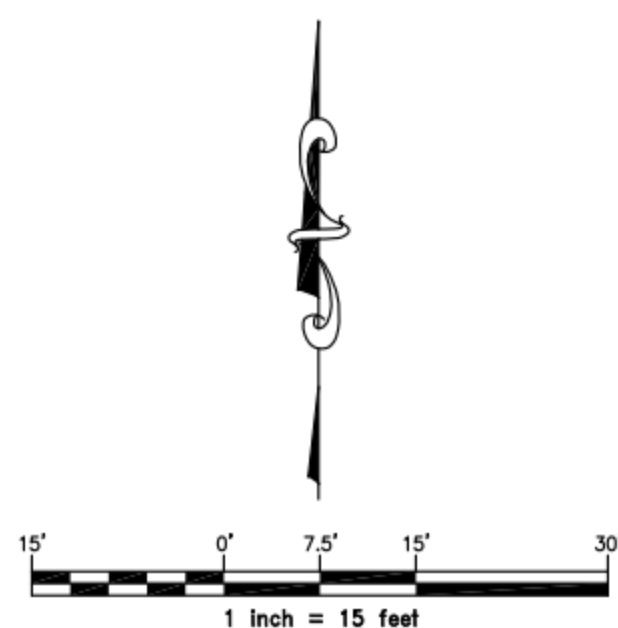


LEGEND

- FD. AN IRON ROD, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 8962".
- SET AN IRON ROD, 30" LONG, 5/8" DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374".
- CALCULATED POINT (NOTHING FOUND OR SET)

ABBREVIATIONS & SYMBOLS

HVAC HEATING, VENTILATION, AND AIR CONDITIONING



BASIS OF BEARING

BASIS OF BEARING ~ SOUTH 89°21'23" EAST ALONG THE SOUTH LINE OF SECTION 1, BETWEEN THE SOUTH QUARTER CORNER, MONUMENTED BY AN IRON ROD WITH AN ALUMINUM CAP, 2" DIAMETER, MARKED PE/PLS 3451, AND THE SOUTHWEST SECTION CORNER OF SAID SECTION 1, MONUMENTED WITH AN IRON ROD, 5/8" DIAMETER WITH AN ALUMINUM CAP, 2 1/2" DIAMETER, MARKED PLS 5573. ALL BEARINGS ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, EXCEPT THE BEARINGS OF RECORD.

SURVEYS OF RECORD & PRIOR SURVEYS

- | | | | |
|---------------|----------|-----------|--|
| 1) WASHLEY | PLS 17 | DEC. 1939 | PLAT BK. C, PG. 173
BEST LAND ANNEX |
| 2) M.MAYBERRY | PLS 8962 | MAR. 2020 | ROS BK. 31, PG. 292 |

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED TO LOCATE THE EXISTING IMPROVEMENT FEATURES ON LOTS 22, 24, 26, 27, 28, 29 & 30, OF THE "BEST LAND ANNEX" SUBDIVISION TOGETHER WITH STREET IMPROVEMENTS ALONG SOUTHERLY RIGHT-OF-WAY OF GILBERT AVENUE AND THE EASTERLY RIGHT-OF-WAY HONEYSUCKLE AVENUE.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR D&A"J" REAL PROPERTIES, LLLP.

Scott M. Rasor
SCOTT M. RASOR ~ PLS 6374
6/4/25
DATE



NOTE:
THIS TOPOGRAPHIC SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, UNDERGROUND UTILITIES, OR ALL OF THE PHYSICAL FEATURES OF THE PROPERTY.

SCALE: 1"= 15'	DRAWN: CVF	JOB NO: 24.007 DWG FILE: DAJ27007_PS
DATE: JUNE 4, 2025	CHECKED: SMR	CREW: TAB, DEG & DSB



**MECKEL ENGINEERING
& SURVEYING**

7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax:(208)664-3347

CAREFREE VIEW SUPPLEMENTAL
REPLAT OF LOTS 22, 24, 26, 27, 28, 29 & 30, BEST LAND ANNEX
LOCATED IN THE SW 1/4 OF THE SE 1/4, SEC. 1, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

AGREEMENT TO PERFORM SUBDIVISION WORK

Carefree View

THIS AGREEMENT made this 1st day of July, 2025 between D & A J Real Properties, LLLP, whose address is 2794 Hawk Ridge Road NW, Prior Lake, MN 55372, with James L. Taggart, Owner, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Carefree View, a three (3) lot, residential development in Coeur d'Alene, located in the Southwest Quarter of the Southeast Quarter, Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Install a concrete sidewalk and an ADA ramp along Honeysuckle Avenue, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31st day of October, 2025. Said improvements are more particularly described on the submitted estimate of probable construction costs dated May 29, 2025 attached as Exhibit 'A' and signed by Gordon Dobler, PE, #7432 of Dobler Engineering, whose address is 3956 N. 19th Street, Coeur d'Alene, ID 83815, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

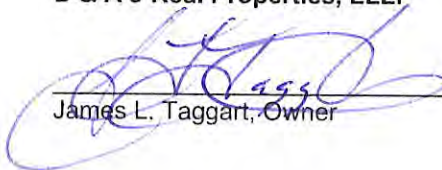
The Developer, prior to recording the plat, shall deliver to the City security in the amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

City of Coeur d'Alene

Woody McEvers, Mayor

D & A J Real Properties, LLLP



James L. Taggart, Owner

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

PERFORMANCE BOND COST ESTIMATE

CAREFREE VIEW

DATE: MAY 29, 2025

Item	Description	Qty	Unit	Unit Price	Total Price
	5' Concrete sidewalk (C-5)	500	SF	\$10.00	\$5,000.00
	Type "D" pedestrian ramp	1	EA	\$1,800.00	\$1,800.00

Total Estimated Costs					\$6,800.00
Total Bond Amount (150%)					\$10,200.00



OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: July 1, 2025
FROM: Mike Becker, Capital Programs Manager, Wastewater Dept.
SUBJECT: Solids Building Improvements – Change Order #3.

DECISION POINT: Should City Council approve Change Order #3 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$334,035.72?

HISTORY: The Solids Building Improvement (SBI) Project includes equipment upgrades and control system enhancements aimed at increasing dewatering capacity and treatment redundancy at the City’s Advanced Wastewater Treatment Facility. It will also improve several treatment processes, significantly reducing odors at the facility’s south end.

As the project nears completion, the Wastewater Department is submitting change orders progressively rather than waiting until the end of the project. Change Order #3 includes one (1) Change Proposal Request (CPR) and twelve (12) Work Change Directives (WCDs) for work completed in 2024. An explanation of these CPRs and WCDs are summarized within Exhibit “A” herein. These changes were necessitated by unforeseen site conditions and damaged infrastructure discovered during construction.

FINANCIAL ANALYSIS: The following table summarizes this Project’s financial breakdown to date:

Total Budgeted Amount:	\$ 8,500,000.00
Total Bid & Additive Alternatives:	\$ 5,441,903.00
Total Change Order #1 & #2 Approved to Date:	\$ 1,404,305.70
Total Contract Amount to Date:	\$ 6,846,208.70
Change Order #3:	\$ 334,035.72
Total Contract Amount plus Contractual Changes to Date:	\$ 7,180,244.42

PERFORMANCE ANALYSIS: Apollo is requesting a contract extension to August 15, 2025. Despite unforeseen site conditions, delays, and setbacks affecting their schedule, they have consistently performed to the satisfaction of the Wastewater Department and have not sought additional compensation for these delays and setbacks. Therefore, we see no reason to withhold approval of this contract extension.

DECISION POINT/RECOMMENDATION: City Council should approve Change Order #3 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$334,035.72.

EXHIBIT “A”
SOLIDS BUILDING IMPROVEMENT PROJECT
July 1, 2025,

CHANGE PROPOSAL REQUESTS

CPR No.	CPR Description	CPR Justification	CPR Price (\$)	CPR Time (Days)
010	City Plumbing Permit 142759.P1	City requirements ^[RA1] for roof drains thought to be covered by the building permit.	\$ 2,603.19	0
012	8" 3W Piping Material	Change from Sch 80 to DI CL50 due to shallow bury. Extra work done by Apollo & paid for by the Storm Drainage Utility.	\$ 4,673.73	0

CHANGE PROPOSAL REQUEST TOTAL: \$ 2,603.19 0 Days

WORK CHANGE DIRECTIVES

WCD No.	WCD Description	WCD Justification	WCD Price (\$)	WCD Time (Days)
011	Flowmeter M7820 and Conduit	Replace the damaged flow meter, add additional conduit.	\$ 2,461.41	0
013	CMU Wall Infill	Replaced 2 doors & filled void space with CMU blocks & paint.	\$ 4,536.52	0
015	Thicken Sludge Pipe, Fittings, & Valve Modifications	Replace corroded pipe and fittings, relocate buried valves to inside basement, add pressure gauge and sampling port.	\$ 36,244.16	0
016	Additional Asphalt Paving	Replace broken up pavement and reduce the number of ACP patches.	\$ 135,358.53	0
017	Centrate System Modifications	Replace control valves, multiple repair couplers, regrade conveyance pipe, replace undersized air vent, add check valves.	\$ 69,644.90	0
021	Caustic Line Modifications	Additional 2-yard hydrants for SC pipeline washing, reroute casing and caustic pipe from SD	\$ 25,539.00	0

		conflict, add traffic rated vaults.		
023	Onsite Natural Gas Pipe Bio-air footing Modifications	Cut and cap Natural Gas Pipe. Change in footings and rebar placement, added isolation valves.	\$ 4,987.94	0
025	Rain Leaders, Floor Drain & HVAC Modifications	Change rain leaders, added floor drains, HVAC and FAD modifications and supports.	\$ 26,221.62	0
029	Door D-776B Revision	Avoid conflict with grade beam.	\$ 7,751.49	0
030	Relocate Bio-air System Mix Tank & Control Panel	Nutrient equipment would not fit in closet, need 3W water line to feed into Bio-air system, move CP into truck bay, added conduit.	\$ 2,258.95	0
031	Relocation of FAD Supports	Avoid conflict with buried utilities, minimum required depth for soil bearing pressure for all the concrete footings.	\$ 14,198.01	0
033	Plug Roof Scupper	Prevent stormwater roof discharge intrusion between buildings.	\$ 2,230.00	0

WORK CHANGE DIRECTIVE TOTAL: \$ 331,432.53 0 DAYS

CHANGE PROPOSAL REQUEST TOTAL: \$ 2,603.19 0 DAYS

CHANGE ORDER #3 TOTAL: \$ 334,035.72 0 DAYS

RESOLUTION NO. 25-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #3 TO THE SOLIDS BUILDING IMPROVEMENTS CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF \$334,035.72 FOR A CITY PLUMBING PERMIT AND OTHER ITEMS SPECIFIED IN EXHIBIT "A," AND EXTENSION OF THE CONTRACT COMPLETION DATE TO AUGUST 15, 2025.

WHEREAS, pursuant to Resolution No. 23-029, adopted the 2nd day of May, 2023, the City of Coeur d'Alene entered into a contract with Apollo, Inc., for the Wastewater Department's Solids Building Improvements Project; and

WHEREAS, pursuant to Resolution No. 24-006, adopted the 16th day of January, 2024, the City of Coeur d'Alene approved Change Order #1 to the contract with Apollo, Inc., for the Wastewater Department's Solids Building Improvements Project; and

WHEREAS, pursuant to Resolution No. 24-064, adopted the 20th day of August, 2024, the City of Coeur d'Alene approved Change Order #2 to the contract with Apollo, Inc., for the Wastewater Department's Solids Building Improvements Project; and

WHEREAS, the Wastewater Department is requesting approval of Change Order #3 to the Solids Building Improvements Contract with Apollo, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, to include necessary equipment upgrades and control system enhancements at the south end of the Wastewater facility; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Change Order be authorized.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Change Order #3 to the contract with Apollo, Inc., pursuant to the Change Order attached hereto as Exhibit "A" and by this reference incorporated herein, in the amount of \$334,035.72.

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

DATED this 1st day of July, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CHANGE ORDER NO.: 03

Owner: City of Coeur d' Alene
Engineer: HDR Engineering
Contractor: Apollo, Inc.
Project Name: Solids Building Improvements

Owner's Project No.:
Engineer's Project No.: 10249090
Contractor's Project No.:

Date Issued: June 11, 2025

Effective Date: June 11, 2025

The Contract is modified as follows upon execution of this Change Order:

Costs associated with CPRs listed below. See attached backup.

<u>CPR</u>	<u>Description</u>	<u>Cost</u>	<u>Time</u>
010	Plumbing Permit	\$ 2,603.19	0 Days
CHANGE PROPOSAL REQUEST TOTAL		\$ 2,603.19	0 Days
<u>WCD</u>	<u>Description</u>	<u>Cost</u>	<u>Time</u>
011	Flowmeter M-7820 Conduit	\$ 2,461.41	0 Days
013	Critical Line 3 Structural	\$ 4,536.52	0 Days
015	Thickened Sludge Line	\$ 36,244.16	0 Days
016	Paving	\$ 135,358.53	0 Days
017	Centrate Line Modifications	\$ 69,644.90	0 Days
021	CPR 002 Caustic Line Revisions	\$ 25,539.00	0 Days
023	Gas Line Under BTF-1010 Pad	\$ 4,987.94	0 Days
025	RFI 059 Rain Leaders	\$ 26,221.62	0 Days
029	Door D776B	\$ 7,751.49	0 Days
030	RFI 064 Nutrient Closet Equipment	\$ 2,258.95	0 Days
031	RFI 066 Foul Air Supports	\$ 14,198.01	0 Days
033	Roof Scupper	\$ 2,230.00	0 Days
WORK CHANGE DIRECTIVE TOTAL		\$ 331,432.53	0 Days
CHANGE ORDER TOTAL		\$ 334,035.72	0 Days

ADDITONAL CONTRACT TIME

The Idaho Department of Environmental Quality (DEQ) received a one-year construction extension request from the City of Coeur d' Alene for the Coeur d' Alene Solids Building Improvements project. DEQ approved a construction extension to April 24, 2026. Apollo, Inc. has indicated based on their current remaining work they plan to finish before this date. Based on this, this Change Order will extend the contract to the following dates: Substantial Completion Date - August 15, 2025 and Final Payment - September 12, 2025.

Attachments:

CPR 010, WCD 011, WCD 013, WCD 015, WCD 016, WCD 017, WCD 021, WCD 023, WCD 025, WCD 029, WCD 030, WCD 031, WCD 033

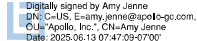
Change in Contract Price	Change in Contract Times (days)
Original Contract Price:	Original Contract Times:
\$ 5,441,903.00	Substantial Completion: May 26, 2024
	Ready for final payment: June 25, 2024
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2:	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 2:
\$ 1,404,305.70	Substantial Completion: April 30, 2025
	Ready for final payment: May 30, 2025
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 6,846,208.70	Substantial Completion: April 30, 2025
	Ready for final payment: May 30, 2025
[Increase] [Decrease] this Change Order:	[Increase] [Decrease] this Change Order:
\$ 334,035.72	Substantial Completion: August 15, 2025
	Ready for final payment: September 12, 2025
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 7,180,244.42	Substantial Completion: August 15, 2025
	Ready for final payment: September 12, 2025

Recommended by Engineer

By: 
Title: Construction Manager
Date: June 11, 2025

Accepted by Owner

Accepted by Contractor

By: Amy Jenne 
Title: VP
Date: 6/13/25

**CITY COUNCIL
STAFF REPORT**

DATE: July 1, 2025
FROM: Randy Adams, City Attorney
SUBJECT: HREI Lease – 414 W. Fort Grounds Drive

DECISION POINT: Should Council approve a new lease with the Human Rights Education Institute, Inc., (HREI) for the building at 414 W. Fort Grounds Drive?

HISTORY: The building in question is located on W. Fort Grounds Drive, just west of Northwest Boulevard, and across W. Fort Grounds Drive from the Carousel and Memorial Field. It is partially on Lot 48 and partially on Lot 49 in the Fort Sherman Abandoned Military Reservation plat. Burlington Northern (BN) possessed a right-of-way for railroad and station purposes through portions of Lots 48 and 49. The subject building was a railroad substation constructed to house large batteries which provided a backup power source for the electric trains (the Coeur d’Alene and Spokane Railway Company) traveling between Spokane and Coeur d’Alene.

By Act of Congress in 1904, the United States government donated twenty acres of land in Lot 48 to the City, subject to the railroad right-of-way, “for the use of said municipality as a public park, and which shall be used for such purpose exclusively.” A land patent was granted to the City in 1967 for portions of Lot 49, again subject to the railroad right-of-way, to be used “for park and recreation purposes and uses incidental thereto.” Any other purpose would require the consent of the Secretary of the Interior. The Bureau of Land Management (BLM) manages the property to the United States. The BLM approved a master plan for parcels A and B in Lot 49 in 1975, which was made part of the land patent. Parcel B, where the subject building lies, “would contain extensive parking area. The existing Cooperative Supply building and surrounding area is proposed for use as a craft center and tot area.” In 1989, BN deeded the subject building to the City. Initially, it was used by the Coeur d’Alene Cultural Center. The Coeur d’Alene Cultural Center dissolved in 2002 and the building was returned to the City “in a much-improved condition.” Failure to comply with the terms of the land patent and the master plan approved by the BLM, would result in the land reverting back to the United States.

A lease was entered into on July 1, 2003, between the City and HREI. The initial term was two years and the rent consisted of “the payment of all utilities and premises liability & and [sic] physical damage insurance for the premises” beginning on December 1, 2003, or upon HREI’s actual occupation of the building. The lease specified that the rent for the first renewal term, in other words, the 25th month following commencement of the lease, would be the payment of utilities plus \$12,144.00 per year. The additional rent would be deferred if improvements were made to the building “pursuant to a the [sic] Plan of Renovation” during a lease year. In other words, HREI was “entitled to a credit as against the rent as provided . . . for the reasonable value of such improvements and/or repairs.” The lease was subject to four successive extensions of

five years each, through June 30, 2030, provided HREI “is in all respects in compliance with the lease terms.” The extensions were at HREI’s, but not the City’s, discretion. In 2007, the lease was amended solely to give HREI credit for \$149,574.42 in improvements. HREI has continuously occupied the building since.

The original lease did not provide the City with a right to terminate the lease or to prevent an extension unless HREI was in default. Nevertheless, the City has attempted to renegotiate the terms of the lease at least since 2018. However, despite extended discussions in 2018, 2020, 2021, and 2022, HREI has not signed a new lease agreement. Initially, the proposal was to reduce the term of the lease to a total of five years, through 2023, with no rent, but with HREI being responsible for all utilities and the general maintenance of the building. In 2021, the City sought an agreement that would require \$1,000.00 per month in rent for a three-year term. Negotiations resumed in 2025 and HREI signed a new lease, with a three-year term, through September 30, 2028. The impetus for HREI to sign the new lease was its failure to pay the rent due after credit for improvements was given.

On the City’s part, the various agreements, deeds, and patents limit the use to which the building could be put. The building cannot currently be used for commercial or business purposes. However, the use of the building by HREI as an educational facility and cultural center comply generally with the master plan, as determined by the BLM.

FINANCIAL ANALYSIS: HREI has continued to pay utilities since 2003, but has made no other payment for rent. In 2016, HREI was informed: “The lease references the monthly rate of \$1012 per month and the term extensions. The addendum captures in writing the \$149,574.42 in improvements that were used to offset the monthly lease rate. The math would be $\$149,574.42 / \$1012 = 147.8$ months which is equal to 12.3 years. The addendum shows that HREI is paid up through December 10, 2017.” For the first year of the new lease term, HREI shall continue to pay, as rent, utilities for the building. In the second and third years, the rent will be \$500.00 per month, plus utilities. HREI is entitled to renew the lease for an additional three-year term with rent set at \$1,000.00 per month, plus utilities.

PERFORMANCE ANALYSIS: The following are the principal differences between the original lease and the proposed new lease.

1. Term – The original lease provides for extension at the request of HREI through June 30, 2030. The new lease provides for one three-year extension through September 30, 2031.
2. Rent - The original lease requires monthly rental payment of \$1,012.00, plus utilities, with credit for improvements. The new lease provides for utilities-only payment for the first year, then \$500.00 per month for years two and three, and \$1,000.00 per month in each year of the extension. Credit is allowed for improvements, but only if approved by the City for capital improvements.
3. Responsibilities – The new lease spells out in more details the responsibilities of each party. In essence, HREI is responsible for interior maintenance and the City is responsible for exterior maintenance.

4. Termination – The City may now terminate the lease for cause or if necessary to accommodate construction on the premises. In addition, the lease will terminate if Council decides not to appropriate funds sufficient to enable the City to meet its obligations under the lease (a non-appropriations clause). Finally, the City may terminate the lease if there is damage to the building and the City elects not to repair it.

DECISION POINT/RECOMMENDATION: Council should determine whether to approve the new lease with HREI.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of July, 2003, by and between THE CITY OF COEUR D'ALENE, An Idaho municipal corporation organized pursuant to the law of the State of Idaho, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as "LESSOR," and the HUMAN RIGHTS EDUCATION INSTITUTE, Inc., an Idaho non-profit corporation, whose address is P. O. Box 2725, Coeur d'Alene, Idaho 83816, hereinafter referred to as "LESSEE",

RECITALS

1. Lessor is the sole owner of the Premises described below, and desires to Lease the Premises to a suitable Lessee for civic purposes.
2. Lessee desires to Lease the Premises for the purpose of operating a human rights education center, to include office, meeting, classroom, exhibition and other uses, and such other uses as will generally advance the purposes of the Lessee.
3. The parties desire to enter a Lease agreement defining their rights, duties, and liabilities relating to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Lessor leases the building and land which has the physical address of 414 1/2 W Mullan Avenue in the City of Coeur d'Alene, County of Kootenai, State of Idaho, and more particularly described as follows:

That certain substation building situated in the E. 1/2 SE 1/4 of Section 14, Township 50 N. Range 4 W. B.M., Kootenai County, Idaho, as shown outlined in Exhibit "A," attached hereto and incorporated herein.

SECTION TWO TERM AND RENT

A. Term. Lessor demises the above Premises for an Initial Term of twenty-four (24) months, commencing July 1, 2003, and terminating June 30, 2005, or sooner as provided herein, at the total rental hereafter provided.

i. Early Termination. Lessee may at any time during the Initial Term of this Lease, upon not less than Thirty (30) days written notice to Lessor, terminate this Lease if for any reason Lessee determines in its sole discretion that renovation of the Premises is not practicable or in the event a Plan of Renovation is not approved by the Lessor.

B. Rent.

i. Initial Term. During the Initial Term of the Lease, rent shall consist of and be limited to the payment of all utilities and premises liability & and physical damage insurance for the premises provided that such rent shall not commence until the earlier of December 1, 2003 or Lessee's actual occupation of the Premises by Lessee. The term "actual occupation" for the purposes of this Lease shall mean Lessee's occupation for the purpose of conducting its business and shall not include occupation only for the purpose of making renovations to the Premises. The parties acknowledge that Lessee intends to complete certain repairs to the Premises prior to occupying the same and that utilities and insurance payments during the renovation shall be eligible toward rental credit, thereafter it shall not qualify.

ii. Rent for Renewal Terms. Commencing with the beginning of the first Renewal Term, (i.e. the 25th month following commencement of the Lease), the rent shall consist of the payment of the utilities and insurance as required in ¶B.i., above, together with the following rent in the sum of TWELVE THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100'S DOLLARS (\$12,144.00) per year [\$1012.00/month] for each year of the Lease Term as renewed from time to time. The Rent under this ¶B.ii shall be payable at the option of Lessee either monthly, quarterly or annually. Provided however that

so long as made pursuant to a the Plan of Renovation and for each year of the Lease Term, Lessee may defer payment of any rent due for that year other than utilities and insurance, to the earlier of completion of Improvements, or any portion thereof, or the next occurring anniversary date of this Lease, it being the intent of the parties that Lessee shall receive full credit for the value of Improvements made as provided in the following paragraph. For this reason, it is agreed that Rent need not be paid in advance.

iii. Credit for Premises Improvements. The parties understand and agree that it is anticipated that the Lessee will, pursuant to a Plan of Renovation, make certain improvements and repairs to the Premises, and that Lessee shall be entitled to a credit as against the rent as provided in ¶B.ii. above for the reasonable value of such improvements and/or repairs (hereafter "Improvements"). The parties agree that in order for such improvements to constitute a credit as against the rent, they shall be made pursuant to and in substantial conformance with a Plan of Renovation, which Plan shall require the approval of Lessor, which approval shall not be unreasonably withheld. For purposes of this paragraph, the term "value" shall be deemed to include in-kind contributions of labor, services (which shall not include legal, accounting, and/or ordinary business operating services) and/or materials. Lessee shall provide to Lessor not less than annually on the anniversary date of this Lease, an accounting of the value of Improvements claimed by Lessee as a Credit under this ¶B.iii. Disputes shall be handled according to the Arbitration Section of this agreement. Lessee shall be entitled to carry-over any excess of the value of Improvements rendered in any year to any subsequent year. Under no circumstance shall Lessor be required to reimburse the Lessee for improvements rendered, unless Lessor provides written approval of reimbursement.

SECTION THREE OPTION TO RENEW

First Extension Term. Providing Lessee is in all respects in compliance with the lease terms, Lessee may notify Lessor in writing no later than two (2) months prior to the end of the Initial Term of this lease of Lessee's desire to extend and renew the terms of this lease agreement for an additional five (5) years, (i.e., through June 30, 2010). The rental rate and other provisions of this Lease shall apply to such lease extension.

Successive Extension Terms. Also providing Lessee is in all respects in compliance with the lease terms, Lessee may notify Lessor in writing no later than two (2) months prior to the end of any extended term of this lease of Lessee's desire to extend and renew the terms of this lease agreement for up to four (4) successive extended terms of five (5) years each, (i.e., through June 30 of the years 2015, 2020, 2025 & 2030). The rental rate and other provisions of this Lease shall apply to any such lease extensions.

SECTION FOUR ADDITIONAL RENT

This Lease is intended to be a "triple net lease" and any taxes, insurance, utilities, charges, costs, and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and, in the event of nonpayment, Lessor shall have all the rights and remedies as herein provided for failure to pay rent.

SECTION FIVE ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

As provided above, alterations, additions and improvements ("Improvements") may be made to the Premises only pursuant to the Plan of Renovation. Any renovation shall be in compliance with City

codes, National Register of Historic Places requirements, Idaho Department of Parks requirements, and other application regulatory agency or statutory requirement, including Americans with Disabilities Requirements. The City will not unreasonably withhold approval to renovation plans, provided substantial compliance with the foregoing is attained. Subject to the limitations that no substantial portion of the building on the demised Premises shall be demolished or removed by Lessee without the prior written consent of Lessor, Lessee may at any time during the Lease term, subject to the conditions set forth below and at own expense, make any Improvements in and to the demised Premises and the building. All Improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the Premises, or change the purposes for which the building, or any part thereof, may be used.

b. Conditions with respect to improvements are as follows:

1. All work shall be done in a workmanlike manner and in accordance with requirements of local regulation;

2. The plans and specifications for any alterations estimated to cost One Thousand and no/100 Dollars (\$1,000.00) or more, shall be submitted to Lessor for its written approval prior to commencing work; and,

3. Lessee shall not permit or cause the filing of any liens or encumbrances, consensual or otherwise as the result of or in connection with such improvement.

c. All alterations, additions, and Improvements on or in the demised Premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee, which are not credited toward rent, shall be and remain the property of Lessee. Any specialized exhibit lighting, electronic wiring and other fixtures may be removed upon termination of the lease, if not previously credited toward rent, provided Lessee shall replace such lighting and fixtures with such lighting and fixtures substantially similar to those existing at the commencement of this Lease, and further provided that the same may be removed and replaced without material damage to the Premises.

SECTION SIX MAINTENANCE & REPAIRS

Lessee shall, at all times during the Lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions and alterations thereto, including without limiting the generality of the foregoing, all foundations, roofs, exterior walls and structure, glass, sidewalks, walkways, fences, signage and parking lots, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised Premises. Lessee shall be responsible for providing adequate lighting and signage in the parking area. Lessor shall be responsible for the prompt removal of snow and ice on the Premises, and landscape/grounds maintenance. Lessee shall exercise reasonable care to maintain safe conditions upon the Premises at all times. Lessee shall permit no lien or liens whatsoever to become attached to the Premises during the lease term.

SECTION SEVEN TAXES

a. The parties understand and agree that the Premises, as City property, are not currently subject to the payment of ad valorem taxes. To the extent the execution of this Lease Agreement may cause the Premises to be subject to such taxation, it is the intent of the parties that the uses permitted by this Lease are charitable and civic, thereby qualifying the use as exempt from taxation. Lessor agrees to cooperate with Lessee in making such application for exemption and agrees to refrain from any objection to such tax status. However, to the extent it may be determined that ad valorem taxes are due on the Premises, Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, local improvement district (LID), business improvement district (BID) or other assessments levied for payment now or hereafter and payable during the term of the lease, license, excise or transfer fees, or other governmental charges that shall or may during the Lease term be imposed on Lessee, whether or not the same arise in connection with the use of, the demised Premises

or any part thereof. It is the intention of the parties that the lease granted herein is a net lease and Lessor shall receive the Rent provided above, free from all taxes that are made payable by Lessee. For the purposes of the first and last year of the term of the Lease, taxes shall be pro-rated. Any taxes paid by Lessee pursuant to this paragraph whether or not for Improvements to the Premises, shall not constitute a credit toward Lessee's rental obligations hereunder.

b. Lessee shall, during the term of this Lease, be required to maintain its status as a tax exempt organization under the Internal Revenue Code.

SECTION EIGHT UTILITIES

All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including without limitation those for sewer, water, gas, electricity, cable, and telephone services.

SECTION NINE INSURANCE

a. During the term of the Lease and for any further time that Lessee shall hold the demised Premises, Lessee shall obtain and maintain at Lessee's sole expense the following types and amounts of insurance:

(1) *Fire insurance.* Lessee shall keep all buildings, improvements, and equipment on the demised Premises, including all alterations, additions, and improvements, insured against loss or damage by fire, the elements, (including damage from ice and snow) with all standard extended coverages in an amount not less than the full insurable value of the building. At such time as substantial improvements are made to the building the Lessor shall seek an option to add the building to Lessor's policy, at which time Lessee shall reimburse Lessor for the insurance cost.

(2) *Personal injury and property damage insurance.* Insurance against liability for death or bodily injury, with a minimum amount of \$1,000,000.00 for death or injury to one or more persons occurring in a single incident, and property damages with a minimum amount of \$500,000.00.

or such other limits as to which the parties may from time to time agree.

b. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear and naming Lessor as an *additional insured*. In the case of insurance against damage to the demised Premises by fire or other casualty, said policy shall provide that the proceeds of any such loss, if any, shall be payable at the option of Lessor, to Lessor. Any rent insurance and use and occupancy insurance (business interruption) carried at the option of Lessee may be carried in favor of Lessee, but the proceeds are hereby assigned to Lessor to be held as security for the payment of the Rent and any Additional Rent hereunder until restoration of the Premises. All insurance shall be written with responsible companies licensed to write insurance in the State of Idaho and maintaining during the policy term a "General Policyholders Rating" of at least A. Lessee shall not do or permit to be done anything, which shall invalidate the insurance policies required herein. True and correct copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require not less than sixty (60) days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor. Lessee shall at least thirty (30) days prior to the expiration of such policies furnish to Lessor evidence of renewal or insurance binders evidencing renewal thereof, or Lessor may but shall not be required to order such insurance (from such insurer as Lessor may choose) and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand.

c. Lessor may at any time require Lessee to increase or otherwise modify the limits of coverage as reasonably necessary to insure the full market value of the Premises, or one hundred

percent (100%) of the replacement value, whichever is greater.

d. Exemption of Lessor from Liability. Except in the case of Lessor's sole negligence, Lessor shall not be liable for injury (including consequential damages) or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions existing or arising upon the Premises, including contaminated soil or asbestos, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is acceptable or not.

SECTION TEN USE OF PREMISES/UNLAWFUL OR DANGEROUS ACTIVITY/COVENANT TO OPERATE

Permitted Use.

(a) Lessee shall use and occupy the Premises only for a private, non-profit human rights education center, including offices, classrooms, meeting rooms, exhibition hall, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in the manner that is unlawful, creates waste of or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises or neighboring Premises or properties.

Lessee shall neither use nor occupy the demised Premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its activities in a manner constituting a nuisance of any kind. Lessee shall immediately, on direction of any unlawful, disreputable, or ultra hazardous use, take action to halt such activity. Lessee shall not use the Premises for any purpose, which would violate any covenants or restriction under which Lessor has received title to the Premises.

Lessee hereby covenants to use the Premises for the purpose specified in this lease and to so operate the Premises continuously throughout the term of this Lease and to conduct and operate its activities as has been the custom of Lessee, except when precluded by damage destruction, acts of God, strikes, or other similar matters beyond the control of Lessee.

Hazardous Substances. Lessee represents and warrant to the Lessor that any Hazardous Substances located on the leased Premises during the term of this Lease will be stored and handled in accordance with applicable laws and that no Hazardous Substances will be disposed of on the leased Premises. Lessee also represents and warrants that all Hazardous Substances sold or used by Lessee or its agents or employees in connection with Lessee's activities, such as cleaning solvents, petroleum products, paint and the like, shall be sold, used and stored only in accordance with manufacturer's recommendations, applicable laws and regulations. If Lessee breaches the obligations contained in this section, or if the presence of Hazardous Substances on the leased Premises caused or permitted by the Lessee results in contamination of the leased Premises, or if contamination of the leased Premises by Hazardous Substances otherwise occurs for which Tenant is legally liable to Lessor for damage resulting there from, then Lessee shall indemnify, defend, save and hold harmless the Lessor from and all claims, judgments, damages penalties, fines, costs, liabilities or losses, (including, without limitation, diminution in value of the leased Premises, damages for the loss or restriction on use of rentable or usable space or any amenity of the leased Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Substance present in the soil or ground water on or under the leased Premises. Without limiting the foregoing, if the presence of any Hazardous Substance on the leased Premises caused or permitted by Lessee results in any contamination of the leased Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the leased

Premises to the condition existing prior to the introduction of any such Hazardous Substance to the lease Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the leased Premises. This agreement shall survive the termination of this Lease for any reason. The term "Hazardous Substance" as used shall be interpreted broadly to mean any substance, waste or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but not be limited to, any other substance, including but not limited to asbestos and petroleum products, which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through water supply, food chains or otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities.

In the event of any violation of law by the Lessee in regard to Hazardous Substance, the Lessor, in addition to all other remedies provided herein, shall have the right (but shall not be obligated) to cure the violation and all costs and expenses, including interest, associated with such cure (including attorneys' fees) shall be payable by the Lessee to the Lessor as Additional Rent, and will be paid by the Lessee within ten (10) days of written demand by the Lessor. Furthermore, in the event of a release of Hazardous Substance from or on the leased Premises, the Lessee shall immediately notify the Lessor thereof in writing.

Notwithstanding the foregoing, Lessee shall have the right to close from time to time the operation of the Premises for such reasonable period of time as may, in the judgment of the Lessee, be required to make repairs, alterations and remodeling or to complete remediation work required herein; however, the Rent payable herein shall not abate.

SECTION ELEVEN INDEMNITY

Lessee shall indemnify, save and hold harmless Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised Premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised Premises or equipment, material, or alterations of buildings or improvements thereon.

SECTION TWELVE DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by Lessee:

- (1) If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- (2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ten (10) days after the institution or appointment.
- (3) If Lessee shall fail to pay Lessor any Rent or Additional Rent when the Rent shall become due and shall not make the payment with Thirty (30) days after the same shall become due.
- (4) If Lessee shall fail to perform or comply with any of the conditions of this Lease other than the payment of Rent or Additional Rent, and if the nonperformance shall continue for a period of Sixty (60) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the Sixty (60) day period, Lessee shall not in good faith have commenced performance within the Sixty (60) day period and shall not have diligently proceeded to completion of performance.
- (5) If Lessee shall vacate or abandon the demises Premises for a period of longer than thirty (30) days, unless consent for the same shall have been obtained from Lessor. Consent shall be deemed given for closure of Lessee's activities during the last Sixty (60) days of the Lease term for purposes of removing Lessee's contents and for conducting any repairs required herein.
- (6) If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- (7) If Lessee shall allow or engage in such conduct as would result in the suspension or revocation of their tax-exempt status under the Internal Revenue Services.
- (8) The material breach by Lessee of any of the material terms of this Lease or other obligations of Lessee to Lessor.

SECTION THIRTEEN EFFECT OF DEFAULT

In the event of any default hereunder, the rights of Lessor shall be as follows:

- (1) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than Thirty (30) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- (2) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- (3) Lessor may re-enter the Premises immediately and remove the property of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the Lease on giving Thirty (30) days written notice of termination to Lessor. Without the notice, re-entry will not terminate the Lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises, and the worth of the balance of this Lease over the reasonable rental value of the Premises for

the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

(4) After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, as the Rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

(a) In addition to Lessee's liability to Lessor for breach of the Lease, Lessee shall be liable for all reasonable expenses of the reletting, for the alterations and repairs made, and for the difference between the Rent received by Lessor under the new Lease agreement and the Rent installments that are due for the same period under this Lease.

(b) Lessor shall apply the Rent received from reletting the Premises in the following order: first, to reduce the indebtedness of Lessee to Lessor under the Lease, not including indebtedness for Rent; second, to expenses of the reletting and alterations and repairs made; third, to Rent due under this Lease, and forth, to payment of future Rent under this Lease as it becomes due.

(5) The rights herein shall be cumulative and shall be in addition to all other rights and remedies afforded under the law.

SECTION FOURTEEN DAMAGE TO PREMISES

In the event of a partial destruction of the Premises during the term from any cause, Lessor shall forthwith repair the same, provided Lessee is in compliance with the terms of this Lease and any other obligations to Lessor, provided sufficient insurance proceeds are available to Lessor to enable the repairs, and provided the repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this Lease continuing in full force and effect. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, those repairs cannot be made under the laws and regulations of the applicable governmental authorities or sufficient insurance proceeds are not available, this Lease may be terminated at the option of the Lessor provided that Lessor shall thereupon release to Lessee that portion of the insurance proceeds that equals the amount of rent credit to which at the time of such destruction Lessee was entitled.

SECTION FIFTEEN ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit Lessor or its agents to enter the demised Premises at all reasonable hours to inspect the Premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Lease. At any time within one year prior to expiration of the term, Lessor may show the Premises to persons wishing to rent all or any part of the Premises. Lessor may prior to expiration of the term, permit the listing and advertising of the Premises for sale or lease, provided that "For Rent" or "For Lease" shall not be placed upon the Premises earlier than ninety (90) days prior to the end of the lease term, unless Lessee shall prior to that time have ceased the operation of any business permitted by this Lease and in either case such signs may be posted on the Premises and Lessee agrees to allow such signs to remain thereon without hindrance or interference.

**SECTION SIXTEEN
AMERICANS WITH DISABILITIES ACT (ADA)**

Lessee is aware that a tenant of real property may be subject to the provisions of the federal Americans With Disabilities Act (ADA), codified at 42 USC 12101 et seq. Lessee shall be responsible for any modifications to the Premises required for compliance with the Act.

**SECTION SEVENTEEN
QUIET ENJOYMENT**

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised Premises free from any eviction or interference by Lessor if Lessee pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee. During the Term of this Lease, Lessee's leasehold interest in the Premises shall not be deemed a City of Coeur d'Alene owned or operated facility for purposes of the application of any statute, ordinance or regulation otherwise governing the use of City property.

**SECTION EIGHTEEN
INDEMNIFICATION OF LESSOR**

Lessee shall be in exclusive control and possession of the demised Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises or for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised Premises are made to insure that Lessee is in compliance with the terms and conditions hereof and to make repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the Premises for inspection purposes.

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or any occupant, tenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Except in the case of Lessor's negligence or breach, Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on or about the Premises, from any cause arising at any time.

**SECTION NINETEEN
REPRESENTATIONS BY LESSOR**

At the commencement of the term Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties express or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this Lease.

**SECTION TWENTY
WAIVERS**

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

**SECTION TWENTY-ONE
NOTICE**

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the following addresses or at such other address as either party may from time to time designate in writing:

To the Lessor at:	City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814-3958
To the Lessee at:	Human Rights Education Institute, Inc. P. O. Box 2725 Coeur d'Alene, Idaho 83816

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**SECTION TWENTY-TWO
ASSIGNMENT, MORTGAGE, OR SUBLEASE**

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this Lease or sublet the demised Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. Lessor's consent to such assignment shall not be unreasonably withheld. If this Lease is assigned or transferred, or if all or any part of the demised Premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect Rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the Rent reserved herein, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee and/or mortgagee from obtaining the express written consent of Lessor and/or mortgagee to any future transfer of interest. Regardless of Lessor's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, nor (ii) shall any subletting release Lessee of any obligations hereunder, nor (iii) alter the primary liability of Lessee for the payment of Rent or Additional Rent and other sums due Lessor hereunder or for the performance of any other obligations to be performed by Lessee under this Lease.

Lessor's consent to assignment may be conditioned upon reimbursement to Lessor of Lessor's reasonable cost of processing such assignment, including legal costs, and may also be conditioned upon an increase of the Rent to then market rates, at Lessor's option.

TWENTY-THREE SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised Premises to Lessor free of subtenancies, but including all buildings, additions, any personal property belonging to Lessor, and improvements constructed or placed thereon by Lessee, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised Premises and belonging to Lessee, if not removed at the termination or default, shall become the property of Lessor, without any payment or offset therefore. Lessor may remove such fixtures or property from the demised Premises and store them at the risk and expense of Lessee if Lessor shall so elect. Lessee shall repair and restore all damage to the demised Premises caused by the removal of equipment, trade fixtures, and personal property and shall leave the Premises clean and free of debris and in good operating order and repair. The obligation of Lessee shall include the repair of any damage occasioned by the installation, maintenance or removal of Lessee's trade fixtures, furnishings and/or equipment, and by the removal or remediation of contaminated soil or other conditions upon the property.

SECTION TWENTY-FOUR REMEDIES OF LESSOR

a. In the event of a breach by Lessee of any of the terms or conditions hereof, Lessor shall have the right to injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

b. The rights and remedies given to Lessor in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others herein, by law, or by equity provided.

c. In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if Lessor shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

d. No receipt of money by Lessor from Lessee after default or cancellation of this Lease in any lawful manner shall (1) reinstate, continue, or extend the term or affect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of Rent and Additional Rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised Premises by proper suit, action, proceedings, or other remedy. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised Premises, Lessor may demand, receive, and collect any monies due without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised Premises or at the election of Lessor, on account of the liability of Lessee hereunder.

SECTION TWENTY-FIVE TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

**SECTION TWENTY-SIX
EFFECT OF LESSEE'S HOLDOVER**

Any holding over after the expiration of the term of this Lease with the consent of Lessor shall be construed to be a tenancy from month to month, at one and one-half times the monthly rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

**SECTION TWENTY-SEVEN
MISCELLANEOUS**

a. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

b. Binding Effect. This Agreement is binding upon the heirs, successors in interest, and assigns of the parties hereto.

c. Section Captions. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

d. Merger and Modification. This Lease supersedes all prior negotiations by and between the parties in connection with the leasing of the Premises and it is expressly agreed that this Agreement is based upon no other representations save and except those expressly set for herein. Further, this Lease may not be amended, altered or modified except in writing signed by all parties hereto.

e. Memorandum of Lease. Lessee may cause a memorandum of this Lease to be recorded with the Kootenai County Recorder.

f. Arbitration. Any dispute between Lessor and Lessee relative to the provisions of this Lease shall be subject to arbitration. Each party shall select a representative and the two representatives so selected shall select a third party between them, the controversy being heard by the said panel of representatives being final and binding on both Lessor and Lessee, who shall bear the cost of the arbitration equally between them.

g. Attorney Fees. If any arbitration or litigation be commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.

h. Drafting. The parties therefore acknowledge and confirm that each of the other's respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

**SECTION TWENTY-EIGHT
TIME OF THE ESSENCE**

Time is of the essence in all provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto do execute the above Lease on the day and year hereinafter indicated.

LESSOR:
City of Coeur d'Alene

By: Sandi Bloem
Sandi Bloem, Mayor

Attest: Susan K. Weathers
Susan K. Weathers

LESSEE:
Human Rights Education Institute, Inc.

By: D. Tony Stewart
D. Tony Stewart, President

Attest: Lucy Lepinski
Lucy Lepinski, Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of October, in the year of 2003, before me, a Notary Public in and for the State of Idaho, personally appeared Sandi Bloem and Susan K. Weathers, known or identified to me, to be the Mayor and Clerk, respectively of the City of Coeur d'Alene, an Idaho municipal corporation and who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that such municipal corporation executed the same.

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

NOTARY
STATE OF IDAHO)
) ss.
County of Kootenai)

Notary Public in and for the State of Idaho
Residing at: Post Falls
My appointment expires: 12-10-03

On this 11 day of September, 2003, before me, a Notary Public in and for the State of Idaho, personally appeared D. Tony Stewart and Lucy Lepinski, known or identified to me, to be the President and Secretary, of the Human Rights Education Institute, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY
PUBLIC
STATE OF IDAHO
L. GISSEL

Norman L. Gisell
Notary Public for Idaho
Residing at: Post Falls
My appointment expires: 5-18-04

An aerial photograph showing a street intersection. A road runs horizontally across the top of the image, labeled "MULLAN AVENUE". A road runs vertically down the right side of the image. A large rectangular area, outlined with a dashed line, is situated on the left side of the vertical road. Inside this dashed rectangle, the text "414 1/2" is printed. The area within the rectangle appears to be a building or a large lot. The surrounding area includes trees, other buildings, and a parking lot. A compass rose is visible in the upper right corner of the image.

MULLAN AVENUE

414 1/2

EXHIBIT "A"
RESOLUTION NO. 03-67

RESOLUTION NO. 25-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING LEASE AGREEMENT FOR A BUILDING LOCATED AT 414 W. FORT GROUNDS DRIVE, COEUR D'ALENE, IDAHO, TO THE HUMAN RIGHTS EDUCATION INSTITUTE, INC.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a lease agreement with the Human Rights Education Institute, Inc., (HREI), a copy of which lease agreement is attached hereto marked 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 a lease agreement with HREI, a copy of which lease agreement is attached hereto marked Exhibit "A" and by reference made a part hereof.

BE IT FURTHER RESOLVED that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said lease agreement as necessary to effect the lease of said building 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 Lease Agreement on behalf of the City.

DATED this 1st day of July, 2025 .

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

was absent. Motion .

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 16 day of June, 2025, by and between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho, hereinafter referred to as the "City," and The Human Rights Education Institute, Inc., a non-profit corporation organized and existing under the laws of the state of Idaho, whose address is P.O. Box 3281, Coeur d'Alene, Idaho, hereinafter referred to as "HREI."

RECITALS

1. The City is the sole owner of the land and building located at 414 W. Fort Grounds Dr., Coeur d'Alene, Idaho, hereinafter referred to as the "Premises; and

2. HREI desires to lease the Premises for the purpose of operating a human rights education center, to include office space, meetings, classrooms, exhibitions, and other similar uses as will generally advance the purposes of HREI; and

NOW, THEREFORE,

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

A. Premises. This Lease Agreement, hereinafter referred to as the "Agreement," concerns the building and land which has the physical address of 414 W. Fort Grounds Dr., Coeur d'Alene, County of Kootenai, State of Idaho, and more particularly described as follows:

That certain substation building situated in the E ½ SE ¼ of Section 14, Township 50 N, Range 4 W, B.M., Kootenai County, Idaho, as shown outlined in Exhibit "A," attached hereto and incorporated herein.

B. Permitted Use. HREI shall use and occupy the Premises only for a private, non-profit human rights education center for the purpose of conducting research, holding conferences, and providing education, and for any other legal use which is reasonably comparable thereto, and for no other purpose. HREI shall not use or permit the use of the Premises in a manner that is unlawful, creates waste or a nuisance, or that disturbs owners and/or occupants of neighboring properties, or that causes damage to the Premises. HREI shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose. HREI shall not use the Premises for any purpose which would violate any covenant or restriction pursuant to which the City has received possession of the Premises.

C. Political Activities Prohibited. HREI shall not use the Premises, and shall not allow third parties to use the Premises, for partisan political activities. The term "partisan political activity" means an action taken for the purpose of influencing an agency or official of the

government, or the political processes, decisions, and public policies of the government in a way that evinces support for a particular party, faction, cause, or person. Such activities can range from campaigning to lobbying and advocacy, voter transportation, voter registration, voter education, circulation of campaign petitions or literature, solicitation of funds for any political purpose, and advocacy for or against ballot measures or for or against the candidacy of any person for public office. Permissible activities may include non-partisan constituent education, non-partisan voter registration, and non-partisan elector transportation efforts.

In addition, HREI shall not use the Premises, and shall not allow third parties to use the Premises, for the purpose of influencing, or attempting to influence, any governmental decision or election in any manner, whatsoever. The term “influencing or attempting to influence” shall mean the making, with the intent to influence, of any communication to, or appearance before, any officer, employee, or appointee of any governmental entity, as well as any communication made to any member of the electorate, regarding any ballot measure or candidate election. This shall not prevent HREI from conducting education programs and training events that clearly align with HREI’s fundamental mission statement which do not directly address pending ballot measures or declared candidates in a prospective election.

SECTION TWO TERM AND RENT

A. Term. The City leases the Premises to HREI for an initial term of three (3) years, commencing on October 1, 2025; PROVIDED, should funding for any services required of the City hereunder be unavailable in any fiscal year, due to lack of appropriation by City Council, this Agreement shall terminate, without notice, at the end of the then current fiscal year.

B. Renewals. This Agreement shall renew automatically for one additional three (3) year term; PROVIDED, should funding for any services required of the City hereunder be unavailable in any fiscal year, due to lack of appropriation by City Council, this Agreement shall terminate, without notice, at the end of the then current fiscal year.

C. Rent. HREI shall pay only utilities (including, but not limited to, sewer, water, gas, electricity, cable, and telephone) for the first twelve (12) months of the initial term of this Agreement. For the remainder of the initial term, HREI shall pay rent in the amount of five hundred and no/100 dollars (\$500.00) per month. For the renewal term, HREI shall pay rent in the amount of one thousand and no/100 dollars (\$1,000.00) per month.

D. Maintenance. The City is responsible for all general maintenance of the Premises, which maintenance shall consist of the repair and replacement, in a good, safe, and substantial condition, of all buildings and any improvements on the Premises, and additions and alterations thereto, including but not limited to, foundations, roofs, exterior and interior walls and structures, glass, sidewalks, walkways, patios, fences, signage required by federal, state, or local laws, the electrical system, plumbing, lighting, alarm and surveillance equipment installed by or at the direction of the City, exterior lighting installed by or at the behest of the City, and parking lots. Whether any maintenance of the Premises is to be performed, and the extent thereof, shall be within the sole discretion of the City. Nothing herein shall require the City to perform any

maintenance which it determines to be unnecessary, ineffectual, or unduly costly. HREI shall be responsible for normal cleaning of the Premises, including removal of trash and debris, replacement of expendables such as light bulbs (indoor and outdoor, except for lights in the parking lot), filters, fire extinguishers, etc., and maintenance of other signage, equipment, and fixtures installed by or at the request of HREI.

E. Parking. The City shall receive all revenue from City parking lots. However, HREI may contact Diamond Parking regarding parking passes for the adjacent parking lot as Diamond Parking manages that lot. The City Clerk may, upon a request made at least thirty (30) days before an event, authorize HREI to conduct an event in the parking lot adjacent to the Premises. The request must include: 1. A detailed schedule of events; 2. Accurate information regarding the historical audience attendance which has previously been attracted to the event; 3. All required public health permits; 4. An executed hold harmless agreement in a form approved by the City Attorney's Office; and 5. The fee established by resolution of the City Council unless waived by the City Administrator.

F. Utilities. HREI shall be responsible for all sewer, water, gas, electricity, cable, and telephone charges applicable to the Premises throughout the term of this Agreement.

SECTION THREE TERMINATION

A. Termination for Cause. If, through any cause within HREI's reasonable control, HREI is in default on any of its obligations under this Agreement, or if HREI breaches any of the terms or conditions of this Agreement, the City may terminate the Agreement. Prior to terminating the Agreement, the City shall give written notice to HREI detailing the default and/or breach, and allow HREI ten (10) days to remedy the default and/or breach. If HREI fails to remedy the default or breach within the ten (10) days, the City may terminate the Agreement by providing written notice of the termination at least five (5) days before the effective date of such termination. HREI shall surrender the Premises to the City on the date and at the time specified in the notice pursuant to Section Seven of this Agreement.

B. Events of Default. An event of default which will support a termination for cause shall occur:

1. If HREI files a petition in bankruptcy or for reorganization under the bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors, or becomes insolvent.

2. If involuntary proceedings under any bankruptcy law or insolvency act is instituted against HREI, or if a receiver or trustee is appointed of all or substantially all of the property of HREI, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

3. If HREI is delinquent in the payment of utilities fees or bills, or rent when due, which delinquency shall continue for thirty (30) days.
4. If HREI vacates or abandons the Premises for a period of longer than thirty (30) days, unless consent for the same shall have been obtained from the City.
5. If the lease, or the estate of HREI under the Agreement, is transferred to, passes to, or devolves on any other person or party, except in the manner permitted herein.
6. If HREI allows or engages in such conduct as would result in the suspension or revocation of its tax-exempt status under the Internal Revenue Services.
7. If HREI breaches any of the material terms of this Agreement or other obligations of HREI to the City.
8. If HREI allows or engages in such conduct that would result in any violation of the terms under which the City obtained the Premises.
9. If HREI fails to maintain insurance as required by this Agreement.

C. Termination for the Convenience of the City. The City may terminate this Agreement in the event construction will occur on the Premises by giving six (6) months' written notice to HREI of such termination and specifying the effective date of such termination.

D. Termination by HREI. If, through any cause within the City's reasonable control, the City is in default on any of its obligations under this Agreement, HREI may terminate the Agreement. Prior to terminating the Agreement, HREI shall give written notice to the City detailing the default and allow the City ten (10) days to remedy the default. If the City fails to remedy the default or breach within the ten (10) days, HREI may terminate the Agreement by providing written notice of the termination at least five (5) days before the effective date of such termination. HREI shall surrender the Premises to the City on the date and at the time specified in the notice pursuant to Section Seven of this Agreement. In addition, if the City determines not to perform maintenance as provided in Section Two, paragraph D, hereof, and, as a result, the Premises are not reasonably habitable, HREI may terminate this Agreement and surrender the Premises to the City as provided in Section Seven.

SECTION FOUR OTHER TERMS AND CONDITIONS

A. Alterations, Additions, Demolition, and Improvements. Alterations, additions, demolition (in whole or in part), and improvements may be made to the Premises only with the written consent of the City. Any alternation, addition, demolition (in whole or in part), or improvement shall be in compliance with applicable requirements of State and City laws, National Register of Historic Places, Idaho Department of Parks, and all other applicable agency regulations, including those implementing the Americans with Disabilities Act.

1. All alterations, additions, and improvements on or in the Premises shall become part of the Premises and the sole property of the City, except that all moveable trade fixtures installed by HREI shall be and remain the property of HREI.

2. HREI shall be granted a credit against rent for any additions or improvements to the Premises paid for by HREI, through grants, donations, or otherwise, and approved by the City which, in the sole opinion of the City, represent a capital improvement to the Premises which is reasonable and necessary, and which will be of benefit to the City.

B. Additional Duties as to the Premises. HREI shall use all reasonable efforts to prevent waste, damage, or injury to the Premises. The City shall be responsible for the prompt removal of snow and ice from the parking lot adjacent to the Premises, and for landscape/grounds maintenance. HREI shall be responsible for the prompt removal of snow and ice from the sidewalks and pedestrian areas serving the Premises, and shall exercise reasonable care to maintain safe conditions upon the Premises at all times. HREI shall permit no lien to become attached to the Premises during the lease term.

C. Taxes. The parties understand and agree that the Premises, as the City's property, is not currently subject to the payment of ad valorem taxes. To the extent the execution of this Agreement may cause the Premises to be subject to such taxation, it is the intent of the parties that the uses permitted by this Agreement are charitable and civic, thereby qualifying the use as exempt from taxation. The City agrees to cooperate with HREI in making an application for a tax exemption and agrees to refrain from making any objection to such tax status. However, to the extent it may be determined that ad valorem taxes are due on the Premises, HREI shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, local improvement district (LID) or business improvement district (BID) assessments, other assessments levied for payment now or hereafter and payable during the term of the Agreement, licenses, excise or transfer fees, and other governmental charges that shall or may during the Agreement term be imposed on HREI, whether or not the same arise in connection with the use of the Premises or any part thereof.

D. Tax Exempt Status. HREI shall, during the term of this Agreement, be required to maintain its status as a tax-exempt organization under the Internal Revenue Code.

E. Insurance. During the term of the Agreement and for any further time that HREI shall hold the Premises, HREI shall obtain and maintain at HREI's sole expense the following types and amounts of insurance:

1. **Fire Insurance.** HREI shall keep all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, insured against loss or damage by fire and other casualties (including ice and snow), with all standard extended coverages, in an amount not less than the full insurable value of the building. In the case of damage to the Premises by fire or other casualty,

said policy shall provide that the proceeds of any such coverage payable for damage to the Premises shall, at the option of the City, be paid to the City.

2. Personal Injury and Property Damage Insurance. Insurance against liability for death or bodily injury, with minimum limits of \$500,000.00 for death or injury to one or more persons occurring in a single incident, and property damages with minimum limits of \$500,000.00.

3. Additional Insurance Requirements. All insurance provided by HREI as required by this section shall be primary and the City's insurance coverage shall be secondary for claims arising out of HREI's acts or failure to act. All insurance shall be written with responsible companies licensed to write insurance in the state of Idaho and maintaining during the policy term a "General Policyholders Rating" of at least "A." HREI shall not do or permit to be done anything which invalidates the insurance policies required herein. True and correct copies of the policies or certificates of insurance shall be delivered by HREI to the City. All policies shall require not less than sixty (60) days' notice by registered mail to the City of any cancellation or change affecting any interest of the City. HREI shall, at least thirty (30) days prior to the expiration of such policies, furnish to the City evidence of renewal or insurance binders evidencing renewal thereof, or the City may, but shall not be required to order, such insurance (from such insurer as the City may choose), charging the cost thereof to HREI, which amount shall be payable by HREI to the City upon demand.

F. Hold Harmless and Indemnity. HREI shall save, hold harmless, and indemnify the City, and its officers, agents, and employees, from and against any and all damages or liability, including costs and expenses, arising out of HREI's acts or failure to act, or the acts or failure to act of HREI's agents, clients, invitees, or guests.

The City shall save, hold harmless, and indemnify HREI, and its officers, agents, and employees, from and against all damages or liability, including costs and expenses, arising out of the City's acts for failure to act, or the acts or failure to act of the City's agents.

G. Exemption from Liability. Except in the case of the City's sole negligence, the City shall not be liable for injury or damage (including consequential damages) to the goods, wares, merchandise, or other property of HREI, or HREI's officers, directors, employees, contractors, invitees, volunteers, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether said injury or damage results from conditions existing or arising upon the Premises, including contaminated soil or asbestos, or from other sources or places.

H. Damage to Premises. In the event of a partial destruction of the Premises during the term of the Agreement from any cause, the City shall forthwith repair the same, provided sufficient insurance proceeds are available to the City to enable the repairs, and provided the

repairs can be made within ninety (90) days under the laws and regulations of applicable governmental authorities. If the repairs cannot be made in the specified time, the City may, at the City's option, make repairs within a reasonable time with this Agreement continuing in full force and effect. In the event that the City does not elect to make repairs, this Agreement may be terminated at the option of the City or HREI.

I. Access to Premises. HREI shall permit the City or its agents to enter the Premises to inspect the Premises and perform maintenance upon reasonable notice. With forty-eight (48) hours' notice, the City may show the Premises to persons wishing to rent all or any part of the Premises following the expiration of this Agreement. The City may, prior to expiration of the term, list and advertise the Premises for sale or lease, provided that "For Rent" or "For Lease" signs shall not be placed upon the Premises earlier than ninety (90) days prior to the end of any term. If the City determines to lease or sell the Premises to a third party, the City shall provide notice to HREI and an opportunity to make a proposal which would allow HREI to remain in the Premises.

J. ADA. HREI is aware that a tenant of real property may be subject to the provisions of the federal Americans With Disabilities Act (ADA), codified at 42 U.S.C. § 12101, et seq. HREI shall be responsible for any modifications to the Premises required by the ADA as the result of its actions, including modification of the Premises or activities. Otherwise, the City shall be responsible for modifications to the Premises required by the ADA; PROVIDED, however, that if modifications to the Premises are required by the ADA not due to the actions of HREI, the City may, in its sole discretion, terminate this Agreement with written notice to HREI six (6) months prior to the termination date.

K. Representations by the City. HREI accepts the buildings, improvements, and equipment in their existing condition and state of repair, and HREI agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City with respect thereto except as contained in the provisions of this Agreement.

L. Non-Waiver. The failure of the City to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the City may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION FIVE NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the following addresses or at such other address as the party may from time-to-time designate in writing:

City of Coeur d'Alene
Attn.: City Clerk
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Human Rights Education Institute, Inc.
P.O. Box 3281
Coeur d'Alene, ID 83816

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION SIX ASSIGNMENT, MORTGAGE, SUBLEASE

HREI shall not assign this Agreement and shall not mortgage, pledge, encumber, or sublet the Premises, in whole or in part, nor shall the Agreement be assigned or transferred by operation of law, without the prior consent in writing of the City. Any assignment or subletting shall not (i) be effective without the express written assumption by the assignee or sublessee of the obligations of HREI under this Agreement, nor (ii) shall any subletting release HREI of any obligations hereunder, nor (iii) alter the primary liability of HREI for the performance of any obligations under this Agreement. The City's consent to assignment may be conditioned upon reimbursement to the City of the City's reasonable cost of processing such assignment, including legal costs, and may also be conditioned upon modification of the rent due under the Agreement, at the City's option.

SECTION SEVEN SURRENDER OF POSSESSION

HREI shall, on the last day of the term, or upon earlier termination of the Agreement, peaceably and quietly surrender and deliver the Premises to the City free of subtenancies, including all buildings, additions, any personal property belonging to the City, and improvements constructed or placed thereon by HREI, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property belonging to HREI, if not removed at termination, shall become the property of the City, without any payment or offset therefor. The City may remove such fixtures or property from the Premises and store them at the risk and expense of HREI if the City shall so elect. HREI shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property, and shall leave the Premises clean and free of debris, and in good operating order and repair. The obligation of HREI shall include the repair of any damage occasioned by the installation, maintenance, or removal of HREI's trade fixtures, furnishings and/or equipment, and by the removal or remediation of contaminated soil or other conditions upon the property.

SECTION EIGHT INTEGRATION AND MERGER

This Agreement contains the entire agreement between the parties and cannot be modified except by a written instrument subsequently executed by the parties hereto. This Agreement, and the terms and conditions hereof, apply to and are binding on the heirs, legal representatives,

successors, and assigns of both parties. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the parties.

SECTION NINE EFFECT OF HOLDOVER

Any holding over after the expiration of the term of this Agreement with the consent of the City shall be construed to be a tenancy from month-to-month, and shall otherwise be subject to the terms and conditions herein specified, so far as applicable. HREI agrees and acknowledges that, in the event of a holdover without the consent of the City, HREI shall be considered a trespasser and shall be subject to eviction at the City's discretion without regard to any other provision of the law.

SECTION TEN MISCELLANEOUS

A. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. Venue. Venue for any action arising under this Agreement shall be in the District Court of the First Judicial District of the state of Idaho, in and for the County of Kootenai.

C. Arbitration. The parties agree to submit all controversies to arbitration prior to filing an action in court. Arbitration shall be commenced by written notice to the other party. Each party shall then select one (1) arbitrator within ten (10) business days of the date of the notice. The two (2) arbitrators thus selected shall agree upon a third arbitrator. If the two (2) arbitrators cannot agree on the third arbitrator, the third arbitrator shall be selected by a judge of the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai. Arbitration shall be conducted pursuant to Chapter 9, Title 7, Idaho Code. An arbitration decision shall not be binding.

D. Binding Effect. This Agreement is binding upon the heirs, successors in interest, and assigns of the parties hereto.

E. Attorney Fees. If any arbitration or litigation is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs pursuant to Idaho Code § 6-918A.

F. Drafting. The parties acknowledge and affirm that each has participated in the drafting, review, and revision of this Agreement, and that it has not been written solely by one party. The parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

IN WITNESS WHEREOF, the parties hereto do execute the above Lease Agreement on the day and year first stated above.

City of Coeur d'Alene

Human Rights Education Institute, Inc.

By _____
Woody McEvers, Mayor

By Whitney Pfeifer 6/16/25
Whitney Pfeifer, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Elliot Liermann 16/06/25
Elliot Liermann (Jun 16, 2025 23:03 PDT)
Elliot Liermann, Secretary

CITY COUNCIL STAFF REPORT

DATE: July 1, 2025

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL OF A COOPERATIVE AGREEMENT WITH IDAHO
TRANSPORTATION DEPARTMENT TO PROVIDE FUNDING
FOR THE 2025 MILL & INLAY PROJECT

DECISION POINT: Should City Council approve a Cooperative Agreement with the Idaho Transportation Department (ITD) to provide funding for the 2025 Mill & Inlay Project?

HISTORY: The asphalt surfaces on 4th Street deteriorated over the years and needed maintenance. The Streets & Engineering Department created a project to mill the existing surface of 4th Street from Birch Street to I-90 and replace it with a new asphalt surface, prolonging the life of the corridor. Because 4th Street at the I-90 interchange, which is within ITD's jurisdiction, was in worse condition than the City's portion that was being rehabilitated, ITD agreed to contribute \$170,800 toward the project. That funding covered the cost of milling existing asphalt, overlaying new asphalt, and replacing traffic signal detection that was destroyed with the milling operation. A State-Local Agreement is required by ITD to transfer the funding to the City. The Agreement language has been provided by ITD.

Interstate Concrete & Asphalt was the low bidder on the 2025 Mill & Inlay Project. The base bid encompassed portions of 3rd Street, 4th Street, Harrison Avenue, and Kathleen Avenue. Fourth Street is the section that is the object of ITD's contribution.

FINANCIAL ANALYSIS: Approval of the Cooperative Agreement allows ITD to transfer \$170,800 of funding to the City to help offset the project cost.

PERFORMANCE ANALYSIS: The work has already been completed based on prior verbal confirmation from ITD.

RECOMMENDATION: City Council should approve the Cooperative Agreement with the Idaho Transportation Department (ITD) to provide funding for the 2025 Mill & Inlay Project.

RESOLUTION NO. 25-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT BY WHICH ITD WILL PROVIDE FUNDING IN THE AMOUNT OF \$170,800.00 FOR RESURFACING THE 4TH STREET OVERPASS.

WHEREAS, the Streets & Engineering Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with the Idaho Transportation Department, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with the Idaho Transportation Department by which ITD will provided funding in the amount of \$170,800.00 for the resurfacing of the 4th Street Overpass in conjunction with the City's resurfacing of 4th Street south of Interstate 90 to E. Sherman Avenue, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 1st day of July, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**COOPERATIVE AGREEMENT
FOURTH ST RESURFACING – FOURTH STREET OVERPASS
TO THE I-90 ACCESS CONTROL RIGHT-OF-WAY
CITY OF COEUR D’ALENE,
KOOTENAI COUNTY**

PARTIES

THIS COOPERATIVE AGREEMENT is made and entered into this 1st day of July, 2025, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called ITD, and the **City of Coeur d’Alene**, hereafter called the City.

PURPOSE

The City of Coeur d’Alene is resurfacing Fourth Street south of Interstate 90, to the E. Sherman Ave. To address current surfacing failures, ITD has requested that the City expand their project to include resurfacing the roadway portion, and replace signal detection in between the Interstate 90 access-controlled right-of-way (385 feet). This agreement will set out the terms and conditions for the work, standards and materials, and funding.

Authority for this Agreement is established by Section 40-317, Idaho Code and Section 67-4223 (2), Idaho Code.

SECTION I. That ITD will:

1. Upon execution of this Agreement, pay the City the lump sum of \$170,800.00 to be ITD’s portion of the cost for materials and labor for roadway improvements. See Exhibit “A” Attached summarizing the cost basis, and Exhibit “B” showing the location of the roadway improvements. The funding will be from Key Number 20487, FY24 D1 BRIDGE REPAIR.
2. Designate personnel, as ITD deems necessary, to inspect the improvements to Fourth street over I-90 in accordance with the City’s plans and specifications.
3. Provide any additional funding to address unforeseen conditions requiring additional expense to complete the State’s improvements identified in the purpose and shown on the City’s construction plans thereof.

SECTION II. That the City will:

1. Program construction of roadway surfacing improvements on Fourth Street as described in the Purpose Section above and execute all necessary agreements and permits.

2. Roadway resurfacing shall include confirmation and correction, if necessary, of adjoining pedestrian ramps to comply with current PROWAG standards. Work does not include modification or revisions to existing traffic signals, pedestrian signals or push buttons.
3. Provide ITD with construction plans which meet City Standard Specifications.
4. Notify ITD of any planned changes or modification to the approved plans.
5. Notify ITD when roadway improvements are complete. Allow ITD to inspect the road upon completion and agree to correct or fix any issues related to construction that does not meet City standards.

SECTION III. It is agreed that:

1. ITD will pay their portion of the project costs upon execution of this Agreement.
2. Sufficient Appropriation. It is understood and agreed that ITD and the City are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate ITD or the City beyond the term of any particular appropriation of funds by the Federal Government, the State Legislature or the City of Coeur d'Alene as may exist from time to time. ITD and the City reserve the right to terminate this Agreement if, in either agency's sole judgement, the Federal Government, legislature of the State of Idaho, or the City of Coeur d'Alene City Council fails, neglects, or refuses to appropriate sufficient funds as may be required for ITD or the City. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of ITD and the City.

[The remainder of this page is intentionally left blank.]

EXECUTION

This Agreement is executed for ITD by its District Engineer, and executed for the City, by its Mayor and City Clerk, all of whom are authorized signatories for their respective agencies.

CITY OF COEUR D'ALENE

Woody McEvers, Mayor

Renata McLeod, City Clerk

IDAHO TRANSPORTATION DEPARTMENT

Damon Allen, P.E.
District Engineer



CDA Branch:
8849 W. Wyoming
Rathdrum, ID 83858
208.765.1144
Fax: 208.687.4597

Sandpoint Branch:
PO Box 1113
Sandpoint, ID 83864
208.263.0538
Fax: 208.263.5430

Idaho Contractor Registration #RCE-1593
Idaho Public Works #PWC-C-12090
Washington Contractor Registration #INTERCC137RU

To:	CITY OF COEUR D'ALENE	Contact:	
Address:	710 MULLAN AVE COEUR D'ALENE, ID 83814	Phone:	(208) 769-2300
		Fax:	(208) 769-2284
Project Name:	City Of CDA 2025 Mill And Inlay Change Order #2	Bid Number:	
Project Location:	City Of CDA 4th St North Side Of I-90	Bid Date:	6/4/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	810.4.1.A.1 - 2" Asphalt Overlay ITD SP-3 (1/2") Change Order 2 North Of I-90 On 4th St	2,335.00	SY	\$10.95	\$25,568.25
2	2030.4.1.A.1 - Manhole Frame And Cover Adjustments - Change Order 2	3.00	EACH	\$1,763.20	\$5,289.60
5	810.4.1.B.1 - Cold Milling - Change Order 2 North Side Of I-90 On 4th St	2,335.00	SY	\$4.95	\$11,558.25
6	1103.4.1.A.1 - Construction Traffic Control - Change Order 2	1.00	LS	\$9,441.90	\$9,441.90
7	1103.4.1.F.1 - Temporary Pavement Markers - Change Order 2	1.00	LS	\$2,700.10	\$2,700.10
8	Electrical Work	1.00	LS	\$110,000.00	\$110,000.00
9	2010.4.1.A.1 - Mobilization - Changer Order 2	1.00	LS	\$6,241.35	\$6,241.35

Total Bid Price: \$170,799.45

