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 <u>Public Hearings</u>. Any individual who wishes to address the Council on any other subject should plan to speak when <u>Item F - Public Comments</u> is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

April 19, 2022

- A. CALL TO ORDER/ROLL CALL
- **B. INVOCATION:** Pastor Andy McAdams with Multiplication Ministries
- 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. PRESENTATION:**
 - 1. Proclamation Dark Sky Week April 22-30, 2022

 Accepted by: Suanne Ellis, International Dark Sky Association Delegate
 - 2. Proclamation Arbor Day April 29, 2022

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

G. ANNOUNCEMENTS:

- 1. City Council
- 2. Mayor
- **H. CONSENT CALENDAR**: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.
 - 1. Approval of Council Minutes for the April 5, 2022 Council Meeting.
 - 2. Approval of the Minutes from the General Services/Public Works Committee meeting from April 11, 2022.
 - 3. Setting of the General Service/Public Works Committee Meeting for April 25, 2022.
 - 4. Approval of Bills as Submitted.
 - 5. Approval of Financial Report.
 - 6. Setting of Public Hearings for May 17, 2022:
 - a. A-3-22 A +/- 3.2 acre proposed annexation from County Ag Suburban to City R-12; Location: 3511 & 3522 N. 15th; Applicant: 15th Street Investments, LLC.
 - b. ZC-1-22 A proposed zone change from R-12 to R-17; Location: 525 E. McFarland; Applicant: Bethel Baptist Church, Inc.
 - 7. Approval of S-3-19, Atlas Waterfront Second Addition: Final Plat Approval

 As Recommend by the City Engineer
 - 8. **Resolution No. 22-016**:
 - a. Approval of the Transfer of Title to One (1) 2018 Chevrolet Tahoe Police SUV **As Recommended by the Police Chief**
 - b. Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Department Specialist Classification
 - c. Approval of the Sick Leave Bank Policy Update

As Recommended by the Public Works/General Service Committee

I. OTHER BUSINESS:

1. **Resolution No. 22-017**- Approval of the Professional Services Agreement with Otocast, LLC, for the Creation and Hosting of an Audio Guide Mobile App.

Staff Report by: Stephanie Padilla, City Accountant

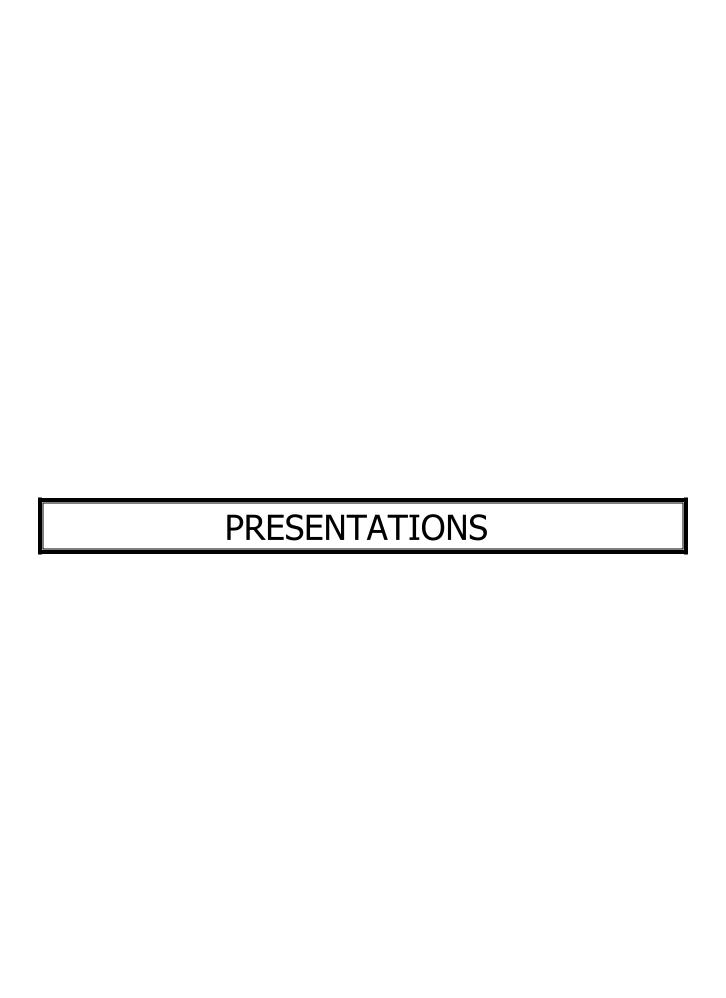
J. ADJOURNMENT

Coeur d'Alene CITY COUNCIL MEETING

April 19, 2022

MEMBERS OF THE CITY COUNCIL: Jim Hammond, Mayor

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





PROCLAMATION WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and WHEREAS, light pollution has scientifically-established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities; and WHEREAS, light pollution represents a waste of natural resources amounting to roughly \$3 billion per year of wasted energy in the United States and contributes to diminished energy security; and WHEREAS, Idaho is home to dozens of nocturnal wildlife species- including the great gray owl and the flammulated owl, both of which are listed as sensitive species by the United States Forest Service - and those species rely on undisturbed night environments to hunt, mate, and thrive; and WHEREAS, the International Dark-Sky Association, headquartered in Tuscon, Arizona has created International Dark-Sky Week to raise awareness of light pollution, and to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 22nd through April 30th, 2022 as "INTERNATIONAL DARK-SKY WEEK" In Coeur d'Alene, Idaho, I ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources. IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 19th, 2022. ames Hammond, Mayor ATTEST: Renata McLeod, City Clerk



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

April 5, 2022

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 5, 2022 at 6:00 p.m., there being present upon roll call the following members:

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

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

INVOCATION: Pastor Aaron Richner with The Cause (CDA) Church provided the invocation.

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

PROCLAMATION OF APRIL 2022 AS FAIR HOUSING MONTH. Mayor Hammond proclaimed April 2022 as Fair Housing month with Lindsay Allen, Board President, CDA Association of Realtors accepting the Proclamation. Ms. Allen expressed appreciation to the City for its support and acknowledgement of Fair Housing Month, noting the importance of fair housing to the community.

PROCLAMATION OF THE WEEK OF THE YOUNG CHILD APRIL 2-8, 2022. Mayor Hammond proclaimed the week of April 2-8, 2022 as the Week of the Young Child, with Tonya Sears, President-elect, and Denise Ohrt, North Idaho Chapter Representative of Idaho Association for the Education of Young Children accepting the proclamation. They noted that they work closely with the local school districts and school plus groups and noted the need to appreciate teachers.

PUBLIC COMMENTS:

Jim Hammond, Mayor

Dwight McCain, Coeur d'Alene, spoke in opposition of the docks at Harbor Center. He noted that there were docks there when it was a restaurant. He expressed concern that if the docks are not manned constantly, swimmers and sunbathers will use it. He recommended that the docks be built at the park area.

Jim Stafford, Coeur d'Alene, noted that he was the President of the Spokane River Association and founding member of River Friends 2019, the two (2) groups representing over 200 people that live along the river. He noted that the river is an average of 18' deep and 200' wide and that the traffic has tripled over the years and the owners are continually adding more docks. He believes the safety issues are large and is concerned about property damage. The commercial docks would increase the traffic and he does not believe it is worth the small amount of revenue to the City. He suggested a study of what is going on with the river before the City finalizes their decision.

Ali Shute, Post Falls, noted that she is the Executive Director of the Arts and Cultural Alliance and has served on the Coeur d'Alene Arts Commission over the past six years. She is in support of the Arts Commission member appointments. She noted that Katie Linder served on the Arts and Cultural Alliance board, is a long-time resident and an accomplished graphic design artist. Abby Light grew up in Coeur d'Alene, attended high school here, and received a Bachelor Degree of Fine Art from the University of Idaho. She noted several accomplishments and felt her experience would make her a valuable member of the Arts Commission.

Linda Wolovich, Coeur d'Alene, spoke in opposition of the dock request for proposals, noting her concern about the traffic over the Centennial Trail, the congestion at the dead-end street, and jet skis in the area along the swim area at North Idaho College (NIC). She does not think it is worth the \$30,000 revenue.

Seth King, Coeur d'Alene, stated that he is the CEO of Hayden Lake Paddle Board and Jet Skis and sees what happens with the rental companies at the 3rd Street boat launch. He is in support of the dock project, noting the proposed new docks are within a no wake zone. He noted that there are many people swimming off Tubbs Hill where large boats are launching and is the dangerous area for increased traffic. He noted that the rental agencies are launching boats every day at 9:00 a.m. at the 3rd Street boat launch. Additionally, the proposed new dock location would not be encouraging for swimmers and there would not be a conflict with the trail, as the parking would be above the trail with people crossing on foot. He believes this proposal is a great vision.

Linda Putz, Hayden, concerned about the intention of approving Abby Light to the Arts Commission as her art is a concern and doesn't reflect local family values which should be reflected on the Arts Commission.

Cathy Hoekendorf, Coeur d'Alene, spoke in opposition of the appointment of Abby Light as she does not represent a family friendly community.

Guy Cochran, Coeur d'Alene, has done security in downtown and wants to help in the community in any way and wanted the City to know he is available.

MAYOR AND COUNCIL ANNOUNCEMENTS:

Councilmember Wood noted that over the past few meetings she has listened to public comments that she believes has been a personal attack and denigrating toward a private citizen. She wanted

to clarify that she is denouncing that behavior and those comments as this citizen is stepping up and trying to volunteer for a commission.

Councilmember McEvers noted that it is compost give-away month. Wastewater Director Mike Anderson noted that the annual event, in which they give away free compost for residential use, will be held April 23-24, 2022. It is always a popular event, and he reminded citizens to bring their own shovels as it is a self-serve event.

Councilmember Miller noted the Library outreach team is working with Nexa to conduct weekly stem activities from noon to 3:00 p.m. at the school for all age groups. The Regional Housing Growth Issues Partnership group continues to do presentations to other municipalities and civic groups throughout the region. The website includes a weekly news update www.RHGIP.com. This week they launched the Homeshare Kootenai County project, using a national template to match homeowners with renters and they continue to look for wins with local developers.

Mayor Hammond requested the confirmation of the following appointments: Ben Widmyer to the Parking Commission, Katie Linder and Abby Light to the Arts Commission, Jon Ingalls to the Design Review Commission, Bob Hallock, Bruce Martinek, and Erika Eidson to the Urban Forestry Committee, Mike Light to the Pedestrian and Bicycle Advisory Committee, and Warren Bakes to the Parks and Recreation Commission.

MOTION: Motion by Evans, seconded by English, to appoint Ben Widmyer to the Parking Commission, Katie Linder and Abby Light to the Arts Commission, Jon Ingalls to the Design Review Commission, Bob Hallock, Bruce Martinek, and Erika Eidson to the Urban Forestry Committee, Mike Light to the Pedestrian and Bicycle Advisory Committee, and Warren Bakes to the Parks and Recreation Commission. **Motion carried**.

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

- Approval of Council Minutes for the March 15, 2022, Council Meeting.
- Approval of the Minutes from the General Services/Public Works Committee meeting from March 21, 2022.
- Approval of Bills as Submitted.
- Setting of General Services/Public Works Committee meeting for Monday, April 11, 2022, at 12:00 noon.
- Approval of a Cemetery Lot Repurchase: Philip Eckhardt, Section A, Block 43, lots 11 and 12, Forest Cemetery.
- Approval of Final Plat: SS-22-02c, Kunkel's Corner.
- Resolution No. 22-015 A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: UTILITY EASEMENTS FOR AREAS 10 AND 12 FROM ATLAS MILL 10/12 INVESTMENT, LLC, AT ATLAS WATERFRONT FIRST ADDITION; DESTRUCTION OF PUBLIC RECORDS FOR THE WATER, MUNICIPAL SERVICES, AND FINANCE DEPARTMENTS; PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., TO PREPARE THE WASTEWATER RATE AND FEE STUDY; VOLUNTARY REALLOCATION AGREEMENT FOR THE CITY'S SHARE

OF THE IDAHO STATE OPIOID SETTLEMENT ALLOCATION TO PANHANDLE HEALTH DISTRICT (PHD); RENEWAL OF LEASE AGREEMENT WITH LAKE COEUR D'ALENE CRUISES, INC., FOR THE COMMERCIAL DOCKS AT INDEPENDENCE POINT; AND THE SOLICITATION OF REQUESTS FOR PROPOSALS (RFP) FOR MOBILE FOOD CONCESSIONS AT ATLAS WATERFRONT PARK.

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

APPROVAL OF THE SOLICITATION OF REQUEST FOR PROPOSALS (RFP) TO BUILD TWO (2) DOCKS AND PROVIDE BUSINESS OPERATIONS FOR PUBLIC WATER-BASED RECREATION NEAR THE HARBOR CENTER.

STAFF REPORT: Parks and Recreation Director Bill Greenwood explained the Request for Proposals (RFP) to solicit interested businesses for proposals to build two (2) docks and operate the businesses that would provide water-based recreation for the public near Harbor Center and to authorize City Staff to select the most qualified bidder through a review team. Mr. Greenwood explained that he wanted to provide a recreational opportunity for the have nots and these docks would provide an opportunity to lessen the impact at the 3rd Street Boat Launch. In his staff report he noted that the 3rd Street Boat Launch is one of the busiest boat launches in Idaho, and is extremely crowded with members of the public and water sport rental companies. He noted that this area is within the Bureau of Land Management Master Plan, which specifically noted the docks in this location. The Parks and Recreation Department has a plan to reduce overcrowding on the 3rd Street Dock by advertising for commercial businesses to enter into agreements with the City to build a pair of commercial docks and operate two (2) separate water-based recreation businesses on the Spokane River. The proposal includes that the businesses that are selected would each build a dock with 26 slips in the dock system at their cost. The businesses would incur reduced lease costs for the first five (5) years to mitigate the cost of building the docks, with a minimum payment to the City of \$15,000 per year for each dock. After the initial five-year period, the City would receive a minimum payment of \$30,000 per year for each dock for the next five-year period. The renewal of this lease is optional every five (5) years. The proposal will help take some pressure off of the launch docks by having some of the boat rental companies not using the launch for their boats. This will allow the public greater access to this type of recreational experience while visiting the City. All funds from this agreement would be placed in the Parks Capital Improvement Fund which will help offset maintenance & repair cost and possible future construction related to waterfront needs. The approval of the agreement is predicated on the approval from Idaho Department of Lands on an encroachment permit.

DISCUSSION: Councilmember McEvers asked if the Wastewater Treatment Plant would have any effect on the use in that area. Mr. Greenwood noted that he talked to the Wastewater Director and the water meets national clean standards, so there is no effect. Councilmember Wood asked about some of the public comments, such as the concern for the docks being used by the public when the business is not there. Mr. Greenwood noted that he would talk with the businesses about safety protocols that would be in place, and assumed they would have some sort

of locking mechanisms. Councilmember Wood felt that should be incorporated into the RFP, and that the traffic on the river is a concern and assumes with the dock being at the mouth of the river the rentals would be headed to the lake. Mr. Greenwood noted that they could suggest to the vendor that the customer go to the lake and avoid the river, but can't mandate it. He noted that he has received many comments about how busy the 3rd Street Docks have been, so the rental companies that are using the public launch would be the one that would bid for this project and use the new location. Mayor Hammond asked if the docks would be modeled after what was there in the past. Mr. Greenwood noted that the application approved by the Department of Lands includes an A and B dock allowing two (2) separate businesses to bid the project, so the proposals would have to align with the permit. Mayor Hammond clarified that the request is to seek proposals via formal RFP and then the proposal would come forward to the Council. Councilmember English noted that he believes rental options are nice and is not in favor of denying people from going down the river. Councilmember Evans asked how staff came up with the \$30,000 lease amount. Mr. Greenwood noted that the minimum bid is \$15,000 per dock (similar to the 11th Street dock costs), although he suspects it will come in higher than that, and at the five-year mark the lease would double. These funds would go into the Parks Capital Improvement Fund. Councilmember Miller asked if there was a plan for how to keep the congestion down at the 3rd Street Dock, as a new company could come in. Mr. Greenwood noted that could happen and there isn't a good method to prohibit the activity. Mayor Hammond noted he previously lived on the river and lots of boats were launched at Post Falls and came back through at night, so this could alleviate that traffic. Councilmember Miller asked for staff to continue to look for ways to not add further congestion at 3rd Street once the docks are in place.

MOTION: Motion by English, seconded by McEvers, to Approve the Solicitation of Request for Proposals (RFP) to Build Two (2) Docks and Provide Business Operations for Public Water-Based Recreation near the Harbor Center.

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

LEGISLATIVE PUBLIC HEARING: V-22-01 VACATION OF A SIX-FOOT (6') STRIP OF RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY LINE OF LOT 5 AND THE SOUTH HALF OF LOT 4, BLOCK 12, OF THE KAESMEYER ADDITION PLAT, KNOWN AS 514 S. 18TH STREET.

STAFF REPORT: Engineering Project Manager Dennis Grant noted that the applicants, Paul and Susan Petroff, were requesting the vacation of a six-foot (6') strip of right-of-way adjoining the westerly boundary line of Lot 5 and the South half of Lot 4, Block 12 of the Kaesmeyer Addition plat (514 S. 18th Street). The requested right-of-way was originally dedicated to the Public in 1907. This portion of 18th Street has an eighty-foot (80') right-of-way. By vacating the requested six-foot (6') strip of right-of-way, it would be more consistent with the right-of-way of a street south of Sherman Avenue. The right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this right-of-way. The Development Review Team was informed about this vacation. Although minor, this vacation would add 360 square feet to county tax rolls. Mr. Grant noted that he sent out 44 certified mailings with one (1) response received in favor of the request.

PUBLIC COMMENTS: Mayor Hammond called for public comments, with the following being heard:

Nathan Norman, Coeur d'Alene, noted that he owns two (2) properties in the area. He was originally against the request and now believes that he understands the request and will be also requesting the vacation of abutting parcels to keep it unified and others on the block may come in for a vacation of 10' not 6'.

Paul Petroff, applicant, noted that they could have requested 10' but they felt that 6' was enough, as it would give better access from the alley.

DISCUSSION: Councilmember English asked if there was something recently proposed in this area. Mr. Grant noted that two (2) other parcels had vacations last year. Councilmember McEvers asked if there were alleys. Mr. Grant noted that the owner wanted a larger turning radius for alley access. Councilmember Gookin asked if sidewalks will be required with Mr. Petroff noting he does not believe so. Councilmember Gookin noted that the 80-foot right-of-way for a street seems extreme, noting that people often think their property goes all the way to the street, but it doesn't due to the right-of-way. This request makes sense to him. Councilmember McEvers noted that the 80' was intended for horse and buggies.

COUNCIL BILL NO. 22-1003

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING A PORTION OF THE 18TH STREET RIGHT-OF-WAY LOCATED IN THE KAESMEYER ADDITION, RECORDED IN BOOK B OF PLATS AT PAGE 129, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT SIX-FOOT (6') WIDE STRIP OF LAND ADJOINING THE WESTERLY BOUNDARY OF LOT 5 AND THE SOUTH HALF OF LOT 4, BLOCK 12 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Evans, to dispense with the rule and read **Council Bill No. 22-1003** once by title only.

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

MOTION: Motion by McEvers, seconded by Evans, to adopt Council Bill No. 22-1003.

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

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

The meeting adjourned at 6:58 p.m.	
ATTEST:	James Hammond, Mayor
Renata McLeod, CMC City Clerk	

April 11, 2022

GENERAL SERVICES/PUBLIC WORKS COMMITTEE MINUTES

12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson Council Member Christie Wood Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Melissa Tosi, Human Resources Director
Stephanie Padilla, Accountant, Arts Commission Liaison
Renata McLeod, Municipal Services Director

Item 1. Request Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Department Specialist Classification.

(Consent Resolution)

Melissa Tosi, Director of Human Resources, is requesting Council approve an amendment to the City's current Classification and Compensation Plan, specifically the Department Specialist classification. Mrs. Tosi explained in her staff report that the Department Specialist is currently leveled at a pay grade 5. The recommendation from staff and Ameriben, Human Resource Consulting, is to amend the job description and leveling to a pay grade 6, based on the added duties of the position. Ameriben reviewed the internal alignment and compared the position to other classifications at both a pay grade 5 and a pay grade 6. Ameriben recommended the position of Department Specialist be changed to a pay grade 6 because of the added duties including preparing routine correspondence letters relating to City Council contracts and agreements, using Microsoft tools to create City communications and newsletters, announcements, slide decks, and processing parking ticket appeals. The duties that were added to the position are more complex, and require more skill, effort, and independent judgment. The change of leveling from a pay grade 5 to a pay grade 6 results in a 6% increase. The current employee would receive a 6% increase and the position will be amended in the staffing budget. The Municipal Services Department has savings in its overall budget to cover the increased cost in the current fiscal year of \$1,072.

MOTION: by Wood, seconded by Evans, to recommend that Council approve the Personnel Rule update to the Classification/Compensation Plan in regard to the Department Specialist Classification. Motion Carried.

Item 2. Request Approval of the Sick Leave Bank Policy Update. (Consent Resolution)

Melissa Tosi, Director of Human Resources, is requesting Council approve amendments to the Sick Leave Bank Policy. Mrs. Tosi explained in her staff report that the current policy was approved by Council in 1992 and has not since been updated. The purpose of the Sick Leave Bank Policy is to provide employees who are enrolled members an opportunity to request paid hours of leave when they have exhausted all of their own personal leave balances due to a non-work-related illness/disability. Also, this policy, written almost 30 years ago, does not account for the importance of protecting private health information and the necessary records retention.

The majority of the policy amendments are housekeeping changes and provide clarity to outdated language. As a result, the substance of the policy will remain the same. However, the more detailed amendments that add and/or change the current process are:

- Section 2. Administration: Amends "Sick Leave Council" to "Sick Leave Committee." Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.
- F. Maximum Capacity: Deletes maximum capacity language; bank should be accessible equally to all benefitted employees.
- G. Special Assessment: Deletes all special assessment language; the committee shall work with hours available.
- Section 11. Employee Privacy: Adds language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee's personnel file in HR.

Mrs. Tosi said the proposed amendments have been reviewed by the Sick Leave Council which represent each of the three bargaining groups, as well as a City Council member.

MOTION: by Wood, seconded by Evans, to recommend that Council approve the Sick Leave Bank Policy amendments. Motion Carried.

Item 3. Request Approval of the Professional Services Agreement with Otocast, LLC, for the Creation and Hosting of an Audio Guide Mobile App.

(Agenda Item)

Stephanie Padilla, Accountant and Arts Commission Liaison, is requesting Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App in the amount of \$5,000, plus annual maintenance fees as agreed. Mrs. Padilla explained in her staff report that in December 2021, the City of Coeur d'Alene Arts Commission received a proposal to develop an Otocast audio guide for the City's public art collection. Otocast is a mobile app which is designed to be used with self-guided tours. The app is available for Android or Apple devices, and contains a variety of GPS based points of interests. At each point of interest, the guide provides an audio and text narrative, photos, and a web link. The public art collection includes approximately 90 points of interest which would be included in the guide. The Arts Commission approved the purchase of an Audio Guide Mobile App from Otocast LLC, at its meeting held on February 22, 2022. The cost of initial setup of the Audio Guide is Five-thousand dollars (\$5,000.00), which includes up to 90 points of interest. After the first year, there is a maintenance fee of Twenty-eight dollars (\$28.00) per point of interest which equals approximately Two-thousand, Five hundred Twenty dollars (\$2,520.00) annually. New points of interest may be added after initial setup and would be subject to a fee of Fifty-six dollars (\$56.00). Thereafter, each new point of interest would be subject to the annual maintenance fee. Funding for this project will come from the Public Art Fund - Lake District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

MOTION: by Wood, seconded by Evans, to recommend that Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of the Coeur d'Alene Arts Commission Audio Guide Mobile App. Motion Carried.

The meeting adjourned at 12:20 p.m.

Respectfully submitted, Juanita Knight Recording Secretary



APR 9 2022

CITY OF COEUR D'ALENE Treasurer's Report of Cash and Investment Transactions

CITY CLERK

FUND	BALANCE 2/28/2022	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2022	
General-Designated	\$7,182,596	\$257,807	\$5,037	\$7,435,366	
General-Undesignated	13,475,840	5,008,723	7,376,127	11,108,436	
Special Revenue:					
Library	568,569	15,179	147,540	436,208	
CDBG	(67, 376)	69,721	28,688	(26,343)	
Cemetery	218,615	47,553	27,822	238,346	
Parks Capital Improvements	555,339	81,171	7,406	629,104	
Impact Fees	6,132,169	156,195		6,288,364	
Annexation Fees	356,162	993	906	356,249	
American Recovery Plan	4,124,925			4,124,925	
Cemetery P/C	1,188,882	10,818	37,359	1,162,341	
Jewett House	137,573	5,284	1,179	141,678	
Reforestation	24,019	6		24,025	
Street Trees	188,020	5,146	3,413	189,753	
Community Canopy	2,898	1	180	2,719	
Public Art Fund	64,126	5,015	5,000	64,141	
Public Art Fund - ignite	589,170	143	1,392	587,921	
Public Art Fund - Maintenance	134,699	33	21	134,711	
Debt Service:					
2015 G.O. Bonds	595,659	7,693		603,352	
Capital Projects:		1,200			
Street Projects	450,877	110	4,435	446,552	
Enterprise:	32373			19.47.45.20	
Street Lights	134,936	70,294	62,681	142,549	
Water	2,323,186	385,816	756,965	1,952,037	
Water Capitalization Fees	6,390,226	251,450	158,661	6,483,015	
Wastewater	11,372,910	1,113,597	701,442	11,785,065	
Wastewater - Equip Reserve	1,354,198	27,500		1,381,698	
Wastewater - Capital Reserve	3,500,000			3,500,000	
WWTP Capitalization Fees	5,309,921	365,543		5,675,464	
WW Property Mgmt	217,092			217,092	
Sanitation	1,705,461	590,241	565,796	1,729,906	
Public Parking	652,643	37,397	76,249	613,791	
Drainage	1,584,127	96,932	102,056	1,579,003	
Wastewater Debt Service	2,919,124	709	Partie Strand	2,919,833	
Fiduciary Funds:	20012007			12.44	
Kootenai County Solid Waste Billing	221,402	248,443	233,114	236,731	
Police Retirement	528,521	15,600	37,303	506,818	
Sales Tax	1,763	3,375	1,763	3,375	
BID	310,583	3,575		314,158	
Homeless Trust Fund	659	844	659	844	
GRAND TOTAL	\$74,449,514	\$8,882,907	\$10,343,194	\$72,989,227	

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE BUDGET STATUS REPORT SIX MONTHS ENDED March 31, 2022

RECEIVED

APR 9:222

CITY CLERK

FUND OD	TYPE OF	TOTAL	SPENT THRU	PERCENT
FUND OR		TOTAL		
DEPARTMENT	EXPENDITURE	BUDGETED	3/31/2022	EXPENDED
Mayor/Council	Personnel Services	\$260,153	\$123,447	47%
Mayor/Council	Services/Supplies	9,692	2,667	28%
	Services/Supplies	9,092	2,007	2070
Administration	Personnel Services	220,154	110,058	50%
torm not duor	Services/Supplies	2,920	247	8%
	OU. 11000 Oupp	5/351		2.15
Finance	Personnel Services	719,191	345,273	48%
	Services/Supplies	579,455	552,917	95%
Municipal Services	Personnel Services	1,289,332	636,852	49%
via noipai con vicco	Services/Supplies	931,896	352,958	38%
	Capital Outlay	32.,22	237723	
Human Resources	Personnel Services	356,011	173,806	49%
Human Resources	Services/Supplies	78,871	44,611	57%
	Services/Supplies	70,071	44,011	3770
Legal	Personnel Services	1,256,687	656,763	52%
2094	Services/Supplies	56,853	16,955	30%
	New York Park Park Park Park Park Park Park Pa			
Planning	Personnel Services	657,218	323,946	49%
	Services/Supplies	57,300	27,255	48%
	Capital Outlay			
Building Maintenance	Personnel Services	368,824	160,498	44%
ballaring Maritonianos	Services/Supplies	239,075	116,354	49%
	Capital Outlay	95,000	75,200	79%
Police	Personnel Services	15,896,728	7,419,122	47%
Office	Services/Supplies	1,768,232	770,116	44%
	Capital Outlay	329,840	169,091	51%
		A SAME AND THE	5.000.000	1.2.
Fire	Personnel Services	10,829,600	5,695,979	53%
	Services/Supplies	692,976	314,547	45%
	Capital Outlay	25,000		
General Government	Services/Supplies	47,180	51,691	110%
General Government	Capital Outlay	47,100	5,100	30 2 30
2 65 2 56	5	77.064	36,128	46%
Police Grants	Personnel Services	77,961		4070
	Services/Supplies		30,848	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies	35,000	1,560	4%
CuA Diug Task Poice	Capital Outlay	94,000		
Encoder 1	Description of Description	2 220 420	1,601,827	50%
Streets	Personnel Services	3,220,429 1,860,134	520,397	28%
	Services/Supplies	90,000	70,552	78%
	Capital Outlay	90,000	70,002	,
Dorke	Personnel Services	1,919,367	754,394	39%
Parks	Services/Supplies	698,100	209,966	30%
	Capital Outlay			

CITY OF COEUR D'ALENE BUDGET STATUS REPORT SIX MONTHS ENDED March 31, 2022

FUND OR	TYPE OF	TOTAL	SPENT THRU	PERCENT
DEPARTMENT	EXPENDITURE	BUDGETED	3/31/2022	EXPENDED
Recreation	Personnel Services	574,567	275,288	48%
	Services/Supplies	180,850	39,994	22%
	Capital Outlay			
Building Inspection	Personnel Services	964,436	475,049	49%
	Services/Supplies	39,928	9,398	24%
	Capital Outlay			
Total General Fund		46,428,960	22,165,755	48%
Library	Personnel Services	1,388,065	674,068	49%
	Services/Supplies	228,000	102,343	45%
	Capital Outlay	180,000	56,797	32%
CDBG	Personnel Services	72,250	35,316	49%
	Services/Supplies	478,122	161,024	34%
Cemetery	Personnel Services	209,640	93,992	45%
	Services/Supplies	117,400	52,798	45%
	Capital Outlay	87,000	45,977	53%
Impact Fees	Services/Supplies	769,000	(216,435)	-28%
Annexation Fees	Services/Supplies	175,000	175,000	100%
Parks Capital Improvements	Capital Outlay	465,460	89,496	19%
Cemetery Perpetual Care	Services/Supplies	166,500	82,393	49%
Jewett House	Services/Supplies	26,353	4,564	17%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	12,150	11%
Community Canopy	Services/Supplies	1,500	180	12%
Public Art Fund	Services/Supplies	461,300	70,958	15%
		4,944,090	1,440,621	29%
			34,228	4%

CITY OF COEUR D'ALENE BUDGET STATUS REPORT SIX MONTHS ENDED March 31, 2022

FUND OR	TYPE OF	TOTAL	SPENT THRU	PERCENT
DEPARTMENT	EXPENDITURE	BUDGETED	3/31/2022	EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		2,991	
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	40,000	8,986	
Kathleen Avenue Widening	Capital Outlay	755,000	168,861	22%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		2,275	
LHTAC Pedestrian Safety	Capital Outlay	605,000	1747.00	
Downtown Signal Imprvmnts	Capital Outlay	000,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
1444 Biva Tranic Signals	Capital Outlay			
		1,400,000	183,113	13%
Street Lights	Services/Supplies	658,900	285,865	43%
Street Lights	Services/Supplies	000,000	200,000	
Water	Personnel Services	2,497,479	1,086,223	43%
	Services/Supplies	5,095,931	795,362	16%
	Capital Outlay	4,713,500	1,192,093	25%
Water Capitalization Fees	Services/Supplies	2,650,000		
Wastewater	Personnel Services	3,034,430	1,377,792	45%
VVastewater	Services/Supplies	7,949,068	1,474,185	19%
	Capital Outlay	9,735,000	444,602	5%
	Debt Service	4,194,992	1,346,470	32%
WW Capitalization	Services/Supplies	3,840,853		
WW Property Management	Services/Supplies		(135,591)	
0-34-16	Carriage (Cumpling	4 562 207	1,998,150	44%
Sanitation	Services/Supplies	4,562,297	1,990,150	4470
Public Parking	Services/Supplies Capital Outlay	1,718,619	518,510	30%
Drainage	Personnel Services	229,876	115,348	50%
21449	Services/Supplies	1,001,862	183,452	18%
	Capital Outlay	890,000	64,473	7%
Total Enterprise Funds		52,772,807	10,746,934	20%
Total Enterprise Funds		52,772,007	10,740,934	
Kootenai County Solid Waste	e	2,900,000	1,255,951	43%
Police Retirement		192,235	95,511	50%
Business Improvement Distri	ct	176,000		
Homeless Trust Fund	9770	8,000	3,978	50%
Total Fiduciary Funds		3,276,235	1,355,440	41%
		\$109,700,500	\$35,926,091	33%
TOTALS:		\$103,700,000	- 400,020,001	

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho



APR 9 2022

City of Coeur d Alene Cash and Investments 3/31/2022

CITY CLERK

Description	City's Balance
U.S. Bank	
Checking Account	4,781,819
Checking Account	72,772
Checking Account	49,641
Investment Account - Police Retirement	505,337
Investment Account - Cemetery Perpetual Care Fund	1,151,925
Idaho Central Credit Union	
Certificate of Deposit	279,746
Idaho State Investment Pool	
State Investment Pool Account	64,854,385
Spokane Teacher's Credit Union	
Certificate of Deposit	258,557
Numerica Credit Union	
Certificate of Deposit	1,033,695
Cash on Hand	
Treasurer's Change Fund	1,350
Was.	
Total	72,989,227

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

DATE: APRIL 12, 2022

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: MAY 17, 2022

Mayor Hammond,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

ITEM NO. REQUEST

COMMISSION ACTION

A-3-22 Applicant: 15th Street Investments, LLC. Recommended approval

LEGISLATIVE

Location: 3511 & 3522 N. 15th

Request: A +/- 3.2 acre proposed annexation from County Ag Suburban to

City R-12

ZC-1-22 Applicant: Bethel Baptist Church, Inc Recommended approval

QUASI-JUDICIAL

Location: 525 E. McFarland

Request: A proposed zone change from R-12 to R-17

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 17, 2022.**

CITY COUNCIL STAFF REPORT

DATE: April 19, 2022

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: S-3-19, Atlas Waterfront Second Addition: Final Plat Approval

DECISION POINT

Staff is requesting the following:

Approval of the final plat document, a one hundred forty-eight (148) lot, ten (10) tract commercial development.

HISTORY

a. Applicant: Scott Hoskins, Chairman of the Board

Coeur d'Alene Urban Renewal Agency A/K/A Lake City Development Corporation

105 N. 1st Street

Coeur d'Alene, Idaho 83814

Jim Hammond, Mayor City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814

b. Location: 3074 W. Seltice Way, immediately south of Seltice Way and West of the

Centennial Trail and north of the Spokane River, also, known as the Atlas Mill Site.

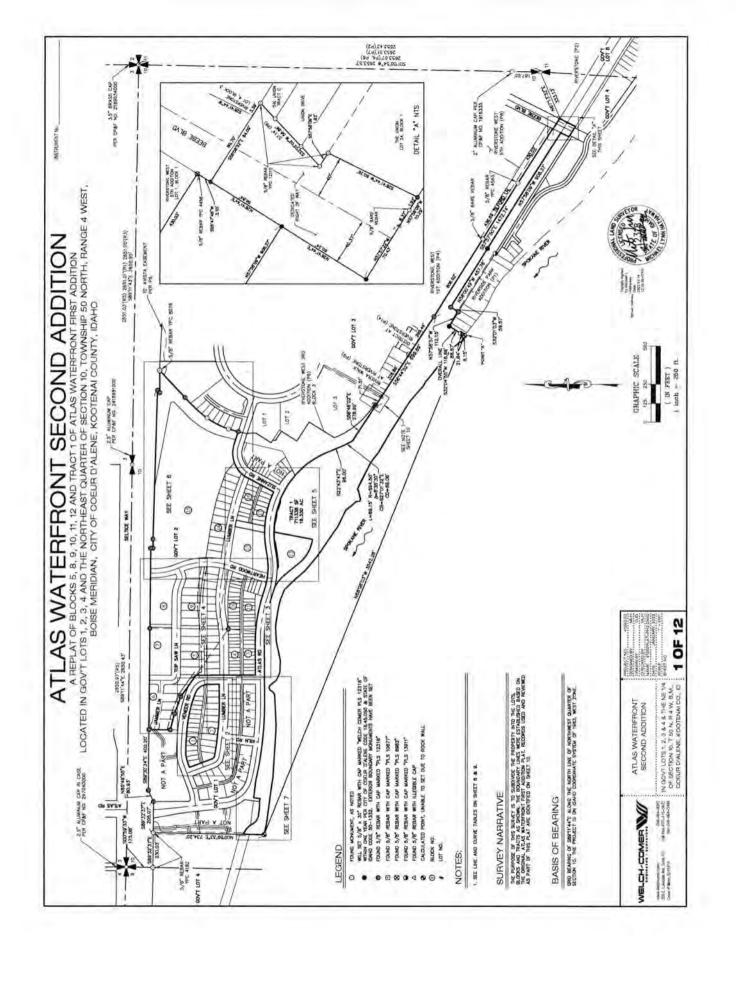
- c. Previous Action:
 - 1. Final plat approval, Atlas Waterfront, November 20, 2018.
 - 2. Final plat approval, Atlas Waterfront 1st Addition, October 20, 2020.

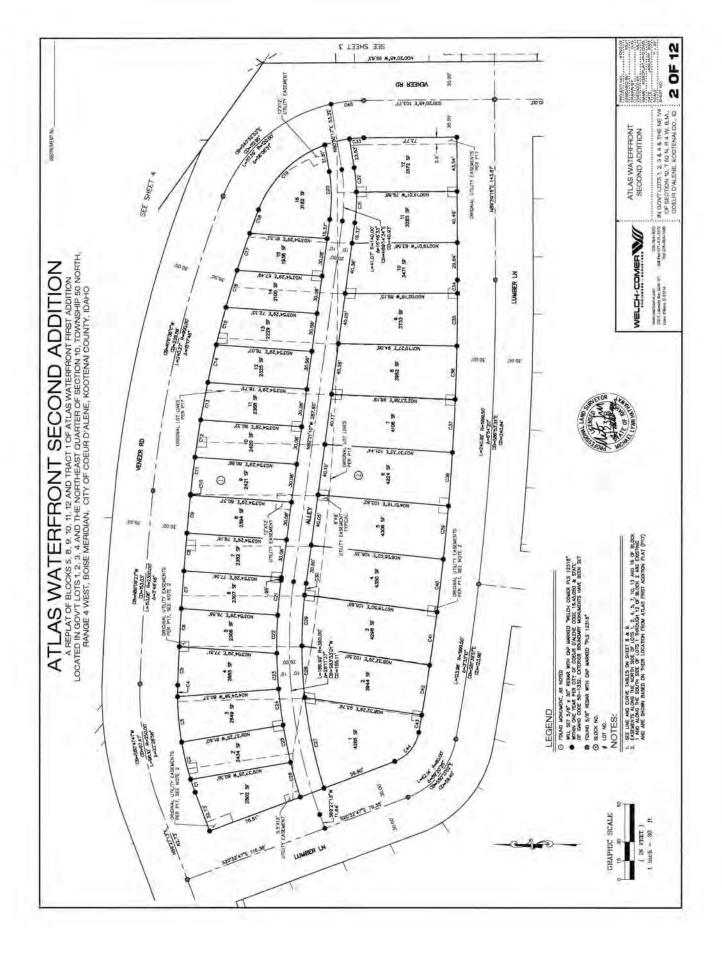
PERFORMANCE ANALYSIS

This commercial development is located in Government Lots 1,2,3,4 and the NE ¼ of Section 10, Township 50 North, Range 4 West in Coeur d'Alene. The Certificate of Occupancy will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the city.

DECISION POINT RECOMMENDATION

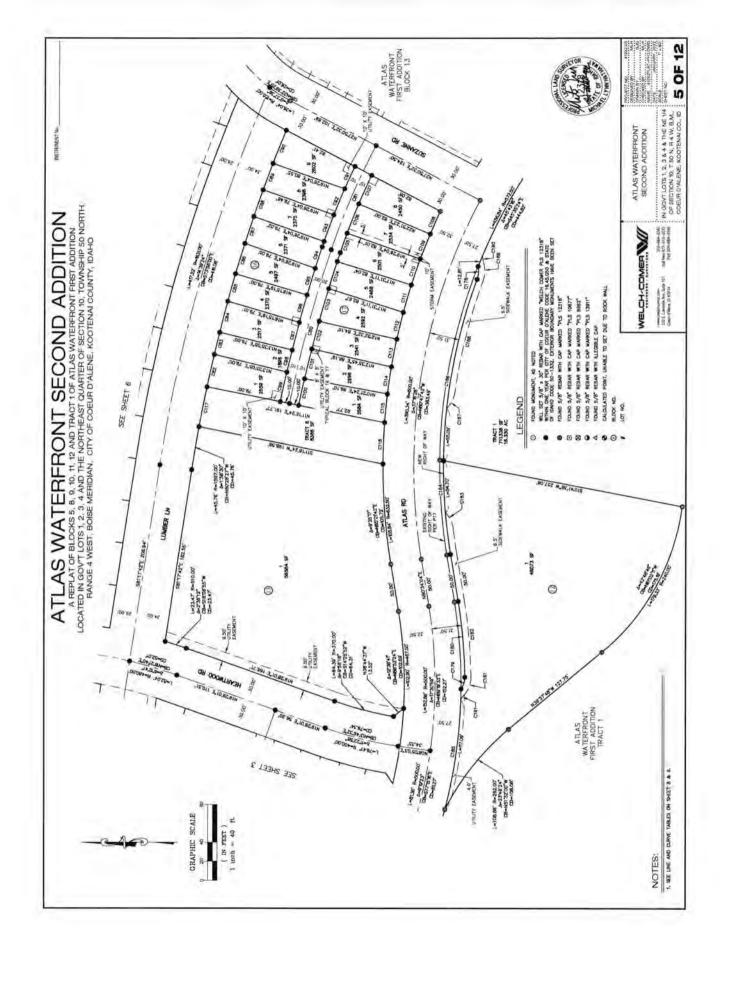
Approval of the final plat document.

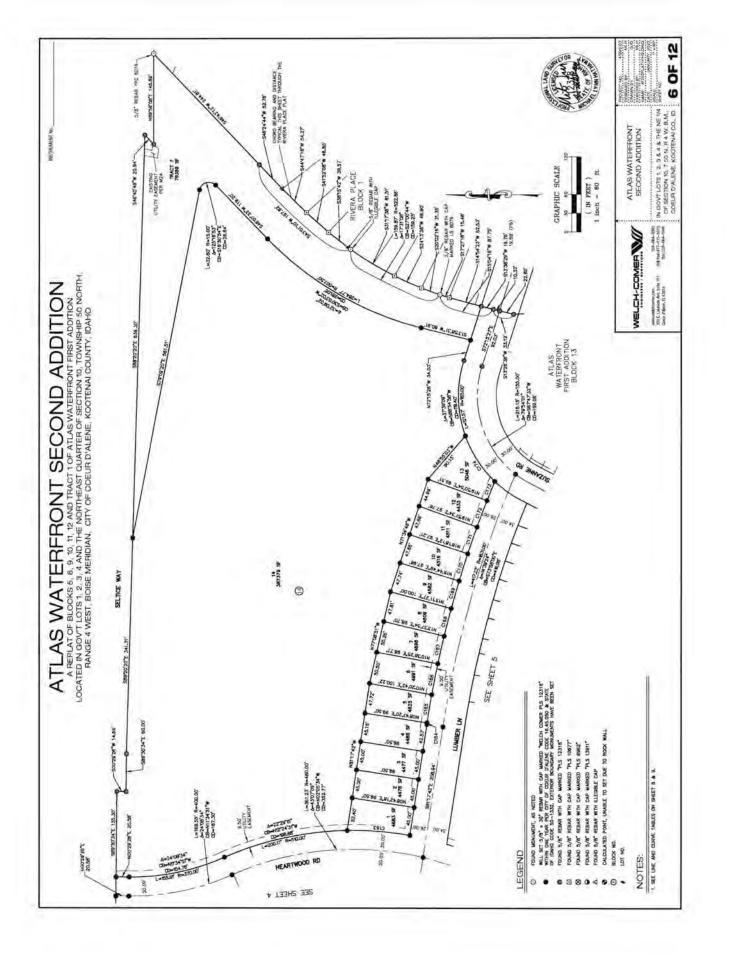


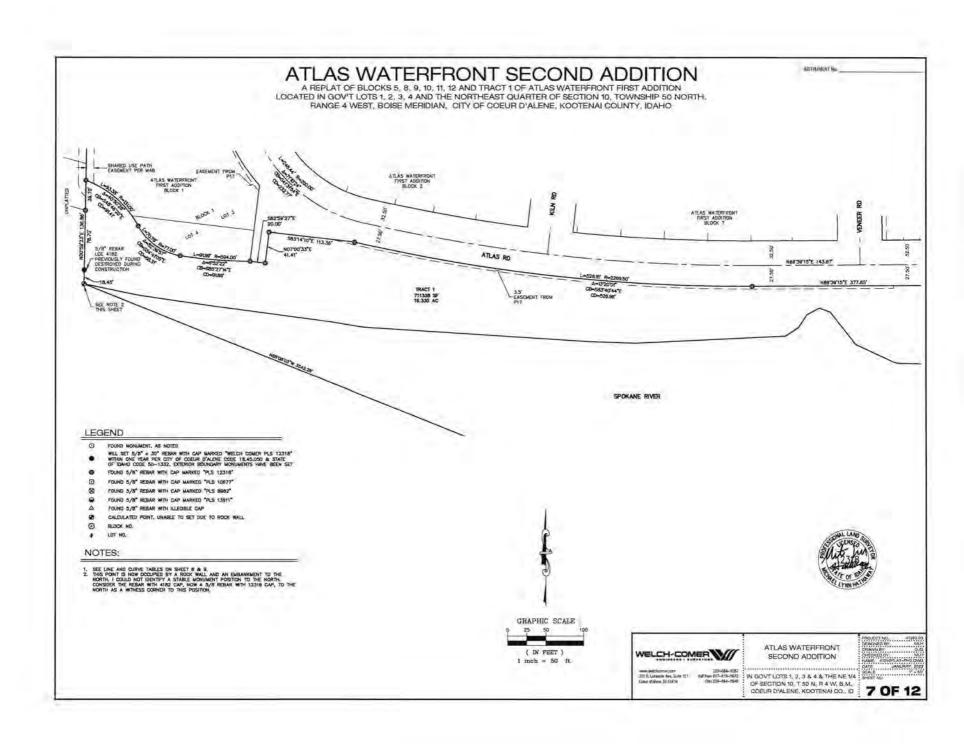












INSTITUMENT NO.

ATLAS WATERFRONT SECOND ADDITION

A REPLAT OF BLOCKS 5, 8, 9, 10, 11, 12 AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH,

RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	220.00	2'47'50"	10,74	N70"51"08"E	10,74
02	220.00	7'50'25"	30.10	N76"0"15"E	30,06
E3	220.00	977'32"	36.32	N84'49'14"E	36,26
C4	220.00	2,52,10,	9.15	589"15"25"E	9.16
C3	2270.00	0'46'06"	30.44	587'40'47"E	30,44
. C6	2270.00	0"45"26"	30.00	586"55"00"E	30,00'
C7	2270.00	0"45"26"	30.00	586 09 34 E	30.00
CB	2270.00	0"45"26"	30.00	58574'08"E	30 00'
C9	2270.00	0'45'27"	30.01	S84'38'42"E	30.01"
C10	2270.00	0'00'55"	0.60"	N8415'31'W	0.60
C11	870.00	17619"	29.44	N8316'54"W	29.44
C12	870.00	158'58"	30.11	Wat'erten	30.10
C13	870.00	129,57,	30.21	N79'20'06"W	30.21
C14	870.00	1'39'57"	30.35	N77'20'25'W	30.35
C15	570.00	2'00'40"	30.54	N75'20'08'W	30.54

CURVE TABLE							
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH		
C16	870.00°	2'01'33"	30.76	N73"19"01"W	30.76		
G17	870.00	2'02'37"	31.03	N71"16"55"W	31,03"		
,016	870.00	17818"	19.82	W99'36'27"W	10.82		
219	90.00	4879'47"	76,18	N44'42'25"W	73.92		
C20	130.00	16'46'33"	36.14	NB974'34'E	38.00"		
C21	390.001	407'28"	28.07*	NB4724'54"W	28.07		
C22	390.00	47447	30.04	N88'41'02"W	30.03"		
C23	390.00	40810	25.15	587'02'30'W	28.15		
C24	260.00,	676'49"	25.91	\$82'51'01"w	28.90		
C25	390.00	4'24'39"	30.02	578'31'17"W	30.02		
C26	390.00*	4'09'53"	28.35	\$74"14"01"W	28.34		
C27	370.00	11'20'57"	73.29	57758'19"W	73.17		
CZB	370,00	6'19'46"	40.87	585'48'40"W	40.85		
C29	370.00	572'51"	40.13	NB6'55'01"W	40.11		
C30	370 00	1'27'26"	9.41	NBS'04'53'W	9.41		

		CU	RVE TA	BLE	
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C31	150.00	91913	24.40	N87'00'47"W	24.37
C32	150.00	729'20"	19.61	S84'34'57"W	19.50
C33	80.00	7'18'25"	115.48	N3'59'58'W	15,47
C34	1969.50	0'18'27"	10,57	N89'46'28'E	10.57
635	1969.50	1712'45"	41.55	589'25'56"E	41,55
C36	1989.50	113'29*	42.10	58812'49"E	42.10
C37	1969.50	173'37"	42.18	586'59'15"E	42.17
C38	1069.50	173'43"	42.23	\$85'45'36"E	42.23
C39	1969,50	173'461	42.25	\$84'31'51"E	42.26
C40	1969.50	113'48"	42.28	\$8378'04"E	42.28
C41	1969,50	173'40"	42.20	\$82'04'21"E	42.20
C42	1969.50	1'09'49"	40.00	580'52'36"E	40.00
C43	1969,50	0'24'26"	14.00	\$80705'29*E	14,00
C44	30.00	59'20'28"	31.07	55015'02"E	29.70
C45	120.00	12'27'42"	26.10	56'34'36'E	28.95

		CL	RVE TA	BLE	
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
046	974.00	1'26'15"	24.43	NB8'56'08'E	24.45
E47	974.00	2'31'57"	43.05	N86'57'03'E	43.05
CAB	974.00	2'36'27"	44.55	NB4"22"51"E	44.32
C49	974.00	17177	20.20	NB2*26*59*E	20.20
E50	974.00	270'10"	39,71	N80'43'15"E	39.71
C51	678.00"	0"45"51"	9.02"	179'56'06"E	9.02"
C52	876.00°	4705'36"	48.50"	NB2'22'20'E	48.49"
C53	675.00	404'45"	48.13	M89,59,05,E	48.12
054	675.00	4'04'09"	48.01"	589'27'31"E	48.00"
C\$5.	576.00"	40447	48.13"	585'25'03'E	48,12
C56	675.00	202'57"	24.18	\$82"19"11"E	24.18
C57	450.00	12'49'54"	100.78	N3'49'40*E	100.57
C59	1034.00	D'38'07"	11.46	N89'20'12'E	11.46
060	1034.00	111'30"	21.51	NBS'25'25'E	21.50
C61	1034.00	171733"	21.52	NB715'52'E	21.52

CURVE TABLE						
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	
DSZ	1034.00	1711'38"	21.54	N86702'17"E	21.54	
D63	1034.00	1'50'56"	33.37	N84'31'00'E	33.36	
E64	1034.00	1106'56"	20.13"	NB3'02'04'E	20,13	
C65	1034.00	2'55'25"	52.75	581'00'53"W	52.76	
C66	\$15,00	19'09'08"	205.91	589'07'44"W	204.95	
C67	450,00	1'32'40"	12.13	N18'41'41"E	12.13"	
C68	510.00	1'14'48"	11,10"	589'43'21"E	11.10	
C69	.510,00°	2'25'04"	21.52	587'53'25"E	21.52	
270	510,00	254'27"	25.88	58573'38'E	75.88	
C73	\$10.00	2'36'15"	26.15	5827818°E	26.15"	
E72	510,00	Z'25'07"	21.53	579'37'36"E	21.53"	
C73	310.00	2'24'56"	21,50"	57712'34"E	21.50	
C74	510,00	275'01"	21.51"	574'47'35"E	21,51"	
C75	\$10.00	3'03'05"	27.16	57203'32'E	27.15	
676	200.00	15'48'46"	172.90"	580'26'22"E	172.04	

		CL	JRVE TA	BLE	
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C77	1032.50	1'22'15"	24.70	289.70,78,E	24.70
C78	1032,50	1711'36"	21.51	588'22'41'E	21.51
C80	1508.00	6'25'45"	158.32	N74'52'36"W	158.22
C81	724.50	9'31'17"	120.40	N65'55'06"W	120,26
C82	1597.00	115'53"	35.25	N77'28'42"W	35.25
CB3	1597.00	0'51'40"	24.00	N76'24'55'W	24.00
C84	1597.00"	172'33"	33.71	N75'22'48'W	33.71
CR5	3597.00	1'04'35"	30,00	N7414'14"#	30,00
CBB	1597.00	112'46"	33.80	N73'05'34"W	33.50
C87	1597.00	1704'36"	50.01	N71'56'53"W	50.01
CBB	1597.00	1'04'35"	30,00	N70'52'18"W	30.00
CBS	1597.00	1'04'35"	30.00	NB9747'43"W	30.00
CWO	1597.00"	1'21'40"	38.01	N68'34'31"W	38.01
E91	734.50	2'01'52"	26.04	565'30'51"E	26.04
C92	734,50"	2'20'36"	30,04"	\$87'42'05°E	30.04

		CL	RVE TA	BLE	
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C83	734.50	2"20"26"	30.00	570'02'36"E	30.00
C94	1518.00	0'54'27"	24.04	572'07'58"E	24.04
C95	1518.00"	1'06'37"	29.42	573'08'30"E	29.41
C96	1518.00	10757	30.00	57475'47'E	30.00
C97	1518-00"	1,09,00,	30.02	57573'45"E	30.02
CSIS	1518.00	03435	24.00	578'24'55'E	24.00
C09	1518.00	172'37"	32.07	577'28'24"E	32.07
C100	1498.00	1'06'09"	26.62	N77'31'07"W	28.82
CIDI	1498.00	174'37"	32.52	N76'20'45"W	32.51"
C102	1498.00	1'09'04"	30.10	N75'08'54"W	30.10
C103	1498.00	1'21'56"	35,70	N75'53'24"W	35,70
C104	1498.00	1706'51"	30.00	N72'36'00"W	30,00"
0105	714.50	1'45'29"	21.02	N70'48'00"W	21.92
C108	714.50	2'40'30"	33.36	NS8'35'01"W	33.35"
C107	714.50	2'40'55"	33.45	N65'54'19"W	33.44

CURVE TABLE					
CURVE NO.	HADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C108	632.50	2'22'59"	25.31	566'04'05'E	25.31
C109	632.50	2'34'41"	ZR.46"	568'32'55*E	28.46
CHO	632.50	2'38'21"	29.13	571'09'26'E	29.15
C111	632.50	2'43'07"	30.01"	573'50'09'E	30,01
C112	632.50	2'37'23"	28.96	576'30'24'E	28.96"
C113	532.50	2'41'15"	29.68	579'09"45"E	29.67
C114	632.50	2'38'15"	29.12	581'49'32'E	29,11
C115	532.50	2'45'14"	30,40	584'31'17'E	30.40
Cite	532.50	3"56"46"	43.56	587'52'16"E	43.55
C117	1597.00	1'32'34"	47.00,	578'52'35'E	43.00"
C116	1032.50	111142*	21.53	\$87'11'02"E	21.53
Ctis	1032.09	1'35'15"	28.60	585'47'34'E	25,60
C120	490.00	217'30"	19.50	NE0.5.00,A	19.50"
C121	490,00"	6'43'04"	57.45	584'41'43'E	57.42
C122	490.00	10148112"	92.39	N75'36'05"W	92.25





ATLAS WATERFRONT SECOND ADDITION

IN GOVT LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B,M., COEUR D'ALENE, KOOTENAI CO., ID



8 OF 12

ATLAS WATERFRONT SECOND ADDITION

A REPLAT OF BLOCKS 5, 8, 9, 10, 11, 12 AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION

LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH,

RANGE 4 WEST, BOISE MERIDIAN. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

		CU	RVE TA	BLE	
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C123	430,00	0.42,58	5.44	N19706'16"E	5.44
C12#	430.00	Z'51'55*	21.50	H1778'34"E	21,50
C125	430.001	3'48'23"	26.57	N13'58'25'E	28.56"
C126	430.00	2'46'20"	20.81	510'41'04"W	20.60
C127	467.50	475'05"	36.05	N74'46'07"W	35,04
CIZE	1032.81	0'01'45"	0.53	H72'36'27"W	0.53
C129	1032.50	106'57"	20,117	NSA'26'28'W	20.11"
0130	1032.58	1175'38"	202.93	N7815'09"W	202.81
U131	480.00	037'47"	2.46	N23'30'15'W	2,46
C132	50.00"	43'31'17"	37.98	588'24'17"w	37.07
C133	200.00	19'40'30"	58.58	N75'40'19"W	68,34"
C134	37,00	900'00'00"	58.12"	N44'30'34"W	52.33
C) 35	500.00	B'20'47"	55.38	\$86'20'10'E	55.35
C136	120.00	14'09'16"	29.85	576'09"E	29.57
C137	129.00	50,30,03,	42.94	N79"15"32"W	-42.71°

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
CT38	76,00	27'05'35"	35.94	58011'25"W	35.50"
C139	75,00	1575'43"	71.79	N78'02'56'W	21.72
C140	174.00	16'50'18"	51.14	N78'25'D4'W	50.95"
C141	174.00	2'40'22"	B.12"	N8870'23"W	812
C142	16,00"	45'31'17"	12.15	1488"24"17"E	11.85
C143	234.00	19"40"30"	80.35	579'40'19"E	79.95
E144	430.00	195510	149.49	N9'28'09'W	148.74
C148	480.00*	17"27"20"	137.10	N1116'57'W	136.37
0146	65,00	MG.00,00.	98.95	N44'30'34"W	89,10
C147	2.90"	200,00.00	3.14"	544'30'34'E	2.85
E146	14.50	89703 17"	22.54	N447021.5°W	20.54
C149	523.00	201.19.	45.54	NB6703'12'W	45.82
C150	523.00	0'22'46"	3.48	583°21'10"E	1.46
C151	143,00	4'39'53"	11,64	N80'49'50"W	11,64
12152	142.00	9'29'23"	23.68	N73'45'12'W	23.66

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORG LENGTH
C153	97.00	10'33'04"	17.86	N74"7"03"W	17,84
C154	97.00	9'50'59"	15.84	NB4'32'04"W	18.82
C155	32.00	997478	57.16	N85'42'21'W	50.28
C158	4.00"	36'44'37"	7.50.	NET'07'08'E	3.80"
C157	27,00	102'54'05"	48,49	N8571152"E	42,25
C158	19.00"	43'45'32"	14.50	58512'52'E	16.15
C159	133.00	15'04'08"	41.94	578'02'35"E	41.77*
C160	107.00"	14'09'18"	25.43	\$76'05'09"E	26,37
C161	487.00	57616	44,50	585'47'55"E	64.79
C162	14.50"	91'04'31"	23.05	N48701'42"E	20.70
C16.3	510.00	1173'38"	59.93	5475'55'W	99.78
C164	1657.00	0'05'02"	243	\$8175'11*E	2.43
C165	1557.00"	1'33'22"	45.01	58075'59'E	45.00
C166	1657.00	1"43"45"	50,01	578'47'26"E	50,01
C167	1657.00	13527	45.04	377"06"50"E	45.04"

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C168	1657,00	1,32,32	45.09	575'35'19"E	45.09
C169	1557.00	13322	45.01"	574'01'52"E	45.00
C170	1657.00	1'33'22"	45.01"	572"28"29"E	45.00
Cift	1657.00	1'33'22"	45.01	\$70'55'07"E	45.00
C172	1657.00	1.32,55	45.01	589'21'45"E	45.00
C173	1657.00	10813"	32.86	588'00'57"E	32.88
E174	185.00	25'36'58"	85.94"	N5II'46'55'E.	85.17"
C176	734.50	0'27'56"	5.97	571'28'47"E	5.97
C177	1498.00	0,55,00,	9.95	W71'52'10"W	9.95
C178	25.50	31:51:35*	14.18"	585'43'40"E	14.00
C179	20.50	37'04'41"	13.27	57213'29'E	13.04
0180	531.50	8'40'06"	80.41	484'54'07"E	80.34
C101	27.00	43.49.57,	29,65	566'51'09"E	20.15"
C182	538.00	6'40'06"	81,40	N84'54'07"E	81.52
C183	27.00	39"44"20"	18.73	N63'23'26'E	18.36

INSTRUMENT NO.

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C184	566.50	9'56'43"	98.68	N85'32'25"E	98.56
C185	527.50	13'57'29"	128.51	582'26'32"E	128.19
C186	568,50	19"41"21"	195,36	579'38'33'E	194.40
C187	32.54	3678756"	20.31	903'51'52'E	19.97
C188	562.00	12"23"00"	121.46	N75'59'22"W	121.23
C189	32.00*	3570'31"	20.29	387'57'38'E	19.95
C190	24.50"	1913'43"	0.22	583'29'28"W	8.18
C191	19.50	18'12'59"	6.20	N55'02'57"W	8.12"





ATLAS WATERFRONT SECOND ADDITION

IN GOVT LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B.M., COEUR D'ALENE, NOOTENAI CO., ID

9 OF 12

ATLAS WATERFRONT SECOND ADDITION

A REPLAT OF BLOCKS 5, 8, 9, 10, 11, 12 AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10. TOWNSHIP 50 NORTH. RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

MISC. REFERENCES: RECORDS OF ROOTENA COUNTY

MI) EASEMENT AGREEMENT RECORDED APRIL 27, 1804 IN BOOK 3 OF DEEDS, PAGE 514.

M2) RESERVATION AND EASEMENT RECORDED DECEMBER 24, 1904 IN ROCK 56 OF DETEC PAGE 506

MY) RESERVATION RECORDED ANY 27 1915 W ROOM AS OF SETTIS, PARE 185. 44) RESERVATION RECORDED NOVEMBER 18, 1010 IN BOOK 41 OF DEEDS, PAGE 97.

M5) EASEMENT RECORDED JUNE 2, 1919 IN BOOK 69 OF DEEDS, PAGE 316.

MR) FASSMENT RECORDED JANUARY 31, 1940 IN BOOK 113 OF DEEDS, PAGE 24. M7) NECATIVE EASEMENT RECORDED MAY 23, 1949 IN BOOK 141 OF DEEDS, PAGE 557.

MK) DESCRIVATION WITHOUT EVERYLEY IN 1954 W HOOK 157 OF DEEDS DATE MIT

MS) RESERVATION RECORDED AUGUST 0, 1958 IN BOOK 184 OF DEEDS, PAGE 848.

MIO) RESERVATION RECORDED OCTOBER 11, 1977 IN BOOK 286 OF DEEDS, PAGE 175.

WITH RESERVATION RECORDED NOWMBER TO, 1888 IN BOOK 347 OF DEEDS, PAGE 462

M12) EASEMENT REDORDED OCTOBER 15, 1959 W BOOK 179 OF DEEDS, PAGE 553.

MIS) EASEMENT RECORDED DECEMBER 12, 1982 IN BOOK 191 OF DEEDS, PAGE 294.

M14) EASEMENT RECORDED APRIL 13, 1970 IN BOOK 238 OF DEEDS, PAGE 437.

MIS) EASEMENT RECORDED SEPTEMBER 4, 1970 IN BOOK 240 OF DEEDS, PAGE 305.

M18) EASEMENT RECORDED JULY 21, 1975 IN BOOK BO OF MISC, PAGE 112.

M17) EASEMENT RECORDED JUNE 13, 1979 IN BOOK 298 OF DEEDS, PAGE 832.

MIS) EASEMENT RECORDED NOVEMBER 26, 1985 IN BOOK 144 OF MISC, PAGE 875.

M19) EASEMENT RECORDED JULY 13, 1987 IN BOOK 352 OF DEEDS, PAGE 291,

M20) AMENDED EASEMENT RECORDED MARCH 7, 1997 AS INSTRUMENT NO. 1481032.

M21) EASEMENT RECORDED JULY 19, 1994 AS INSTRUMENT NO. 1382982.

M22) EASEMENT RECORDED APRIL 29, 1998 AS INSTRUMENT NO. 1535199.

M23) EASEMENT RECORDED FEBRUARY 9, 2005 AS INSTRUMENT NO. 1928/850.

M24) EASEMENT RECORDED FEBRUARY 7, 2008 AS INSTRUMENT NO. 2012201.

M25) EASEMENT RECORDED JULY 3, 2008 AS INSTRUMENT NO. 2041/84000.

M26) EASEMENT RECORDED DECEMBER 26, 2007 AS INSTRUMENT NO. 2138257000.

M27) EASEMENT RECORDED DECEMBER 28, 2007 AS INSTRUMENT NO. 2138241000.

M28) TERMINATION OF EASEMENT RECORDED FEBRUARY 28, 2010 AS INSTRUMENT NO. 2255157000.

M29) EASEMENT RECORDED JUNE 23, 2009 AS INSTRUMENT NO. 2218078000.

M30) FASEMENT RECORDED OCTOBER 7, 2009 AS INSTRUMENT NO. 2235327000

M21) ORDER OF VACATION RECORDED JULY 19, 2010 AS INSTRUMENT NO. 2273509000

M32) ORDER OF VACATION RECORDED AUGUST 17, 2010 AS INSTRUMENT NO. 2277807000.

MAS) EASEMENT RECORDED SEPTEMBER 2, 2011 AS INSTRUMENT NO. 2326086000

M34) EASEMENT RECORDED SEPTEMBER 2, 2011 AS INSTRUMENT NO. 2326067000. M35) EASEMENT RECORDED AUGUST 4, 2018 AS INSTRUMENT NO. 2558787000.

M38) EASEMENT RECORDED FEBRUARY 22, 2017 AS INSTRUMENT NO. 2583779000

M37) SPOKANE & INLAND EMPIRE (C. M. & S.P. R.R.) RALRDAD, THO PAGES, FROM STA 255+85.2 TO 45+36. DATED FEB. 6, 1910.

M38) ODEUR D'ALENE & PENO D'ORDELE RECHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 75+21.4 TO 192+80.5: DATED JUNE 30, 1917.

MJB) ORDER OF VACATION FOR PORTIONS OF ELAWOOO, ABBRIGTON, RIVERSIDE, 4TH AND 5TH AS SHOWN ON RIVERSIDE PARK ADDITION PLAT, RECORDED UNDER INSTRUMENT NUMBER 2273508000.

MAD) GREAT MORTHERN RIGHT OF WAY AND TRACK MAP, PAGE 3 OF 3, FROM WASHINGTON STATE LINE TO ATLAS, NO DATE.

M41) CHICAGO, MILWAUREE & ST. PAUL RY, CO. RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 2934-23,2 TO 86-24-1, DATED JUNE 30, 1915.

M42) CORUM D'ALENE & PEND D'ORELLE RICHT DE WAY AND TRACK MAP, PAGE I OF 3, PROM STA 180+00 TD 0+00. DATED GCT. 25, 1910.

M43) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 2 OF 3, FROM STA 227-485 TO 140+481. DATED 1010.

MAN) UNRECORDED 7 PAGE ALTA SURVEY OF ENTIRE ATLAS MILL, BY TATLOR ENGINEERING, DATED 5-31-05.

M45) RIGHT OF WAY YACATION — COUNCIL BILL NO. 18-1208, ORDINANCE NO. 3622, RECORDED AS INSTRUMENT NUMBER 2669926000

446) DECLARATION OF SCRIVENER'S EPRON RECORDED AS INSTRUMENT NO. 2712900000 W47) ACCESS EASEMENT RECORDED AS INSTRUMENT NO. 2877718000

MAB) GRANT OF EASEMENT RECORDED AS INSTRUMENT NO. 2877708000.

SURVEY REFERENCES: VECOROS DE KOTTENA COUNTY

BIT BECORD OF SUBJECT DECORDED IN BOOK 1 OF SUBJECTS DATE 193

93) BETTWO DE SURVEY RECTROED IN BOTH 11 DE SURVEYS PACE AR

R3) RECORD OF SURVEY RECORDED IN BOOK 26 OF SURVEYS PAGES 410-410C.

RA'S RECORD OF SURVEY RECORDED IN ROOK 27 OF SURVEYS, PAGE 1.

85) RECORD OF ISJEVEY RECORDED IN BOOK 27 OF SURVEYS, PACE NO.

DEL DECORD OF BURNEY BECORDED IN BOOK OR OF SURVEYS DATE OAD

87) RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 470-4704

PLAT REFERENCES: RECORDS OF KNOTENAI COUNTY

PI) PLAT OF RIVERSIDE PARK ADDITION RECORDED IN BOOK B OF PLATS, PAGE 138.

P2) PLAT OF RIVERSTONE RECORDED IN BOOK | OF PLATS, PAGES 250-250G.

P3) PLAT OF BELLERIVE RECORDED IN BOOK J OF PLATS, PAGES 311-311C.

PAY PLAT OF RIVERSTONE WEST 15T ADDITION RECORDED IN BOOK / OF PLATS, PAGES ASS-ASSA.

PA) PLAT OF RELIERIVE SHO ADDITION RECORDED IN BOOK K OF PLATS, PAGES 281-281C.

PAT OF RIVERSTONE WEST NO ADDITION OFCIMIEST IN BOOK IF OF PLATS, PAGES NOR. NORA

BY) IN AT ME INVENERABLE WEST AND ADVISOR DECORRED IN BOOM IS NO IN ATR. DAMES 376... 3764

(IA) IN AT OUR PROPERTY WEST AND ADDITION DEPOSITION IN SIGNAL OF DEATH OF SECTION AND ADDITIONAL PROPERTY.

INSTRUMERT No.

PS) PLAT DE AMENDED RIMERA WALK AT RIVERSTONE RECORDED IN BOOK & DE PLATS, PAGES ASI-ADIA.

PIOT PLAT OF RIVERA PLACE RECORDED IN BOOK I OF PLATS PADES 104-104R P11) PLAT OF THEORY PLACE RECORDED IN BOOK I, OF PLATS, PAGES 238-238A.

PIZI PLAT OF BELLERIVE 1ST ADDITION RECORDED IN BOOK K OF FLATS, PAGES 133-1330.

P13) PLAT OF ATLAS WATERFRONT RECORDED IN BOOK L OF PLATS, PAGES 291-291E

P14) PLAT OF THE DISTRICT AT RIVERSTONE RECORDED IN BOOK L OF PLATS. PAGES 465-466A.

P15) PLAT OF RIVERSTONE WEST RECORDED IN BOOK J OF PLATS, PAGES 339-3308

P18) PLAT OF RIVERSTONE WEST 2ND ADDITION RECORDED IN BOOK K OF PLATS, PAGES 183-1839 P17) PLAT OF ATLAS WATERSTRONT FIRST ADDITION RECORDED IN BOOK & OF PLATS, PAGES 519-510.

PIN) PLAT OF THE UNION RECORDED IN BOOK L OF PLATS, PAGES 538-5386

DEED REFERENCES: RECORDS OF ADDITIONAL COUNTY

D1) QUITCLAIM DEED RECORDED DECEMBER 21, 2006 AS INSTRUMENT NO. 2073618000.

D2) WARRANTY DEED RECORDED AS INSTRUMENT NO. 2223785000

03) QUITCLAIM DEED RECORDED JUNE 1, 2015 AS INSTRUMENT NO. 2500305000. DAY CHITCHAIN DEED RECORDED LINE 2: 2015 AS INSTRUMENT NO. 250575000.

D5) WARRANTY DEED RECORDED WAY 18, 2018 AS INSTRUMENT NO. 2843640000.

NOTES:

V. SEE ATLAS FIRST ADDITION PLAT (P17) FOR PAST INFORMATION ON THIS LINE





ATLAS WATERFRONT SECOND ADDITION

IN GOVT LOTS 1, 2, 3 & 4 & THE NE 1/4 OF SECTION 10, T 50 N, R 4 W, B,M., COEUR D'ALENE, KOOTENAI CO., ID 10 OF 12

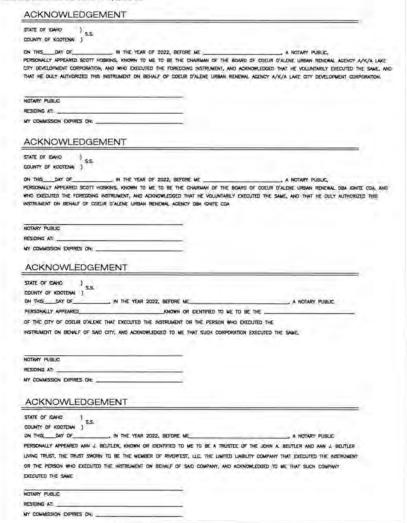


ATLAS WATERFRONT SECOND ADDITION

INSTRUMENT NO

A REPLAT OF BLOCKS 5, 8, 9, 10, 11, 12 AND TRACT 1 OF ATLAS WATERFRONT FIRST ADDITION LOCATED IN GOV'T LOTS 1, 2, 3, 4 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

THIS IS TO EXTRIFY THAT THE CITY OF COEUR D'ALERE, A MUNI ADDICT AND, A LAKE CITY DEPULPMENT CORPORATION AND CO IGAHO LIMITED LUBRILLY COMPANY ARE THE RECORD OWNERS OF TO BE SURVEYED AND COMBINED IN TO THE LITTLE HERDING FOR COVERNMENT LOTS 1, 2, 3 AND THE NORTHLAST QUARTER OF S COUNTY, DAND DESCRIBED AS FOLLOWS:	CPAL CORPORATION OF THE STATE OF IDANG, CORES OF ALEXE URBAN RECIEVAL VEX.OF OF ALEXE WINDOWN PERSONAL ADDRESS OF ALEXE COA, AND PROPERTY, LLC. AN THE REAL PROPERTY DESCRIPTION OF THE SERVICE COA, AND PROPERTY LLC. AND ALEXE OF A PROPERTY OF SAME THE TO BE KNOWN AS ATLAS MESTERON, SECOND ADDRESS MERCHAN, KNOTCHAI PECTION 10, TOWNSHIP 50 MONTH, RANCE 4 WEST, BOSE MERCHAN, KNOTCHAI THE STATE OF THE SAME AND ALEXE OF THE STATE OF THE SAME AND ALEXE OF THE SAME ADDRESS MERCHAN, KNOTCHAI THE SAME AND ALEXE OF THE SAME AND ALEXE OF THE SAME AND ALEXE OF THE SAME ADDRESS MERCHAN, KNOTCHAI THE SAME AND ALEXE OF THE SAME AND ALEXE O
BLOCKS 5, 8, 9, 10, 11 AND 12 AND TRACT 1 OF ATLAS WATER THROUGH 5194, RECORDS OF KOOTENAI COUNTY, IDAHO.	FRONT FIRST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 519, 519A
TOGETHER WITH	
THAT PORTION OF THE COVERNMENT LOTS 1 AND 2 OF SECTION IDAMO, LYING SOUTHERLY OF THE RIGHT OF WAY OF SELTICE WAY OF PLATS, PAGES 519, 519A THROUGH 519L, RECORDS OF KOOT	10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, LY AND NORTHERLY OF ATLAS WATERFRONT FIRST ADDITION, RECORDED IN BOOK I. ENAI COUNTY, ISANO.
EXOCPT	
THAT PORTION OF TRACT 1 OF ATLAS WATERFRONT FIRST ADDIT KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS: COMMERCIAN AT THE SOUTHERMADS COMMER OF SAID TRACT 1 WEST A DISTANCE OF 10 DIG TO AN ANGE POINT ON THAT SOUT	ion recorded in 900m L of Plats, pages 518, 518A through 5181, records o , thence along the southwesterly line of 540 triact 1, north 5758'09' Rwesterly Line, thence along 540 southwesterly Line, north 5757'32' west
THENCE ALONG SAID SOUTHMESTERLY LINE, NORTH 57 57.32" WES THENCE NORTH 57 58'57 WEST A DISTANCE OF 457.63. FEET, THENCE NORTH 32 01'03' EAST A DISTANCE OF 59.57 FEET, THENCE SOUTH 58 00'49" EAST A DISTANCE OF 457.78 FEET;	ST A DISTANCE OF SIZES FEET TO AN ANGLE POINT ON SAID SOUTHWESTERLY LINE
THENCE SOUTH 57 58'09 EAST A DISTANCE OF 908.37 FEET; THENCE SOUTH 28'41'44 WEST A DISTANCE OF 80.24 FEET TO 1	THE TRUE POINT OF BEGINNING.
THE OWNER FURTHER DERIFIESE. THE OWNER GRAITS TO THE OTTY OF COBUR D'ALENE AND FRAN MERROWENER'S OPERATION AND MANTENANCE OF PUBLIC AND FI	ICHSE UTILITIES THE UTILITY EASOMENTS AS SHOWN WITHIN FOR INSTALLATION.
THE OWNERS GRANT THE CITY A WALL EASEMENT AS SHOWN ON THE WALL NO PERMANENT STRUCTURES SHALL BE BUILT WITHIN	SHEETS 3 AND 4 FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF SAID EASEMENT.
THE OWNERS HEREBY DEDICATE TO THE CITY OF COEUR D'ALENE BOUNDARY AS SHOWN HEREON.	AS PUBLIC RIGHT OF WAY ALL ALLEYS AND ROADS WITHIN THE PROJECT
SENER SERVICE IS PROVIDED TO THE PUBLIC IN THE MAKE OF T	HE CITY OF COEUR D'ALENE.
WATER SERVICE IS PROVIDED TO THE PUBLIC IN THE NAME OF 1	NE CON OF CORDS OF LOSS
milet service to Priorities to the Propose in the Rose of the	The Grif of Both Drathe
THE OWNERS GRANT THE CITY THE SIDEWALK EASEMENTS AS SH PERMANENT STRUCTURE SHALL BE BUILT WITHIN SAID EASEMENT	OWN HEREON FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE, NO.
PERSONNELL STRUCTURE STACE DE BUILT MITTER SAUD EASEMENT	
SCOTT HOSKINS, CHAIRMAN OF THE BOARD,	8Y1
COEUR D'ALENE URBAN RENEWAL AGENCY A/K/A LAKE CITY DEVELOPMENT COMPORATION	JOHN A. BEUTLEN, TRUSTEE
AYAYA CARE OTT DEVELOPMENT CORPORATION	RIVERFEST, LLC AN IDAHO UNITED LIABILITY COMPANY BY JOHN A BEUTLER & ANN A BEUTLER LIVING TRUST
SCOTT HOSKINS, CHARMAN OF THE BOARD,	
CODIE D'ALDIE LIBRAN BONOMA ACCIONA	ear
COEUR D'ALENE URBAN RENEWAL AGENGY	EV+
COEUR D'ALENE URBAN RENEWAL AGENGY	ANN J. BEUTLER, TRUSTEE
COEUR D'ALDHE URBAN RENEWAL AGCHDY DBA KNITE CDA	
CORLIN D'ALLINE LIRBAN RENEWAL AGONDY CITY OF CORUR D'ALINE	ANN J. BEUTLER, TRUSTEE HIVEREEST, LIC, AN IDAHO LIMITED LIABILITY COMPANY BY JOHN A. HEUTLER & ANN J. BEUTLER LIVING
COUR O'ALDE LIBRAN RENEWAL AGONDY BITY OF COEUR O'ALDIE ACKNOWLEDGEMENT STATE OF IDAND)	ANN J. BEUTLER, TRUSTEE HIVEREEST, LIC, AN IDAHO LIMITED LIABILITY COMPANY BY JOHN A. HEUTLER & ANN J. BEUTLER LIVING
CORUM OF LUNE LIMBAN REPIEWAL AGOUDY BOTY OF CORUM O'ALDME ACKNOWLEDGEMENT STATE OF IDAHO) \$5.5.	ANN J. BEUTLER, TRUSTEE HIVEREEST, LIC, AN IDAHO LIMITED LIABILITY COMPANY BY JOHN A. HEUTLER & ANN J. BEUTLER LIVING
COOLIN CALINE LIBRAN RENEWAL ADDIDY STY OF CORUM O'ALDNE ACKNOWLEDGEMENT STATE OF IDAHD 3 S.S. SOUNTY OF KOSTERAL 3 S.S.	ANN A BEUTLER, TRUSTEE HIMPETST, LLC, AN IDANG LIMTED LIABILITY COMPANY TO JOHN A BEUTLER & ANN A BEUTLER LIMNS TRUST
COURT OF LORUM RENEWAL ADDITION OF CORUM O'ALDIE ACKNOWLEDGEMENT STATE OF IGAHD) S.S. COUNTY OF KOCTEMA) N. THE YEAR 2022, BEFORM BY THE YEAR 2022, BEFORM	ANN A BEUTLER, TRUSTEE REMERETS, LLC, AN IDAHO LIMITED LIABILITY COMPANY BY, JOSH A. BEUTLER & ANH A. BEUTLER LIVING TRUST A. NOTARY PUBLIC
CODIN OF LOPE LIPBAN RENEWAL AGONDY DITY OF CODIN O'ALDNE ACKNOWLEDGEMENT STATE OF IDAHD S.S. DOINTY OF KOCTEMA S. H. THE YEAR 2022, BEFORM DITHING DAY OF	ANN A BEUTLER TRUSTEE HYMETETS, LLC, AN IDANG LIMITED LABRUITY COMPANY ST. JOHN A BEUTLER & ANN A BEUTLER LYNNS TRUST E. M. A NOTARY PUBLIC TO ME TO BE A TRUSTEE OF THE JOYN A BEUTLER AND ANN
COULD O'ALDNE LIRBAN RENEWAL AGOIDY BRA IONTE COL LIRBAN RENEWAL AGOIDY BETY OF CORUM O'ALDNE ACKNOWLEDGEMENT STATE OF IDANIG S.S. COUNTY OF KOCTEAN N THE YEAR 2022, BETORN PERSONALLY APPEARED JOHN A. BEJTLER, KYKINN OR EIDRIFFRED TERSONALLY APPEARED JOHN A. BEJTLER, KYKINN OR EIDRIFFRED	ANN A BEUTLER, TRUSTEE HYMSHEST, LUC, AN IDANG CHITED LABRUTY COMPANY BY JOHN A BEUTLER & ANN A BEUTLER LYNN; TRUST E ME
COCHI D'ALDIC LIBBAN RENEWAL AGOIDY DITY OF COCHE D'ALDIC ACKNOWLEDGEMENT STATE OF IDAND STATE OF IDAND STATE OF IDAND ON THIS DAY OF	ANN A BRUTLER TRUSTEE HYMETERS, LLC, AN IDAMO LIMITED LABRUTY COMPANY ST. JOHN A BRUTLER & ANN A BRUTLER LYMIC TRUST A NOTARY PUBLIC TO ME TO BE A TRUSTEE OF THE JOHN A BRUTLER AND ANN ID OF STRUMENTER, LLC, THE LIMITED LABRUTY COMPANY THAT E INSTRUMENT ON BICHAF OF SAID COMPANY, AND
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ATLAS WATERFRONT SECOND ADDITION

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DAYO THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCY, OF CORDS D'ALENE, IDAHO THIS

CORUM D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE

HEREBY ATTEST THAT THE CITY OF CORUR D'ALNE'S REQUIREMENTS FOR PUBLIC UTLITES AND ROADWAYS HAVE BEEN MET. DATED THIS

OTY BROWER

COUNTY TREASURER'S CERTIFICATE

HERERY CERTIFY THAT THE TAKES OUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH

DATED THIS DAY OF

KOOTDAN COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

HAVE EXAMINED AND OPEOCED THIS PLAT, AND THE COMPUTATIONS OF SAME PLAT, AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE DAVID STATE CODE PERTAMING TO PLATS AND SHRIPE'S HAVE BEEN WET AND SATISPIED.

DATED THIS ___ DAY OF



COUNTY RECORDER'S CERTIFICATE

20 MT 0'0.00m THIS PLAT HAS BEEN FILED FOR RECORD IN THE DEFICE OF THE RECORDER OF KNOTENAL COUNTY, CLANT, CAND AT THE REQUEST OF

INSTRUMENT NO. DAY OF MAG DATED THIS. M. AND WAS DULY RECORDED IN PLAT BOOK

KOOTENA COUNTY RECORDER

PANHANDLE HEALTH DISTRICT CERTIFICATE

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HEALTH DISTRICT SIGNATURE

SURVEYORS CERTIFICATE

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MICHAEL LYNN HATHAWAY PLE NO. 12318





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RESOLUTION NO. 22-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: TRANSFER OF TITLE FOR A TOTALED 2018 CHEVROLET TAHOE POLICE SUV TO ICRMP; AMENDMENT TO THE CITY'S CLASSIFICATION/COMPENSATION PLAN REGARDING THE DEPARTMENT SPECIALIST IN THE MUNICIPAL SERVICES DEPARTMENT, RE-LEVELING THE POSITION FROM PAY GRADE 5 TO PAY GRADE 6 AND AMENDING JOB DESCRIPTION; AND AMENDMENTS TO THE CITY'S SICK LEAVE BANK POLICY.

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

- A) Transfer of title for a totaled 2018 Chevrolet Tahoe Police SUV to the City's insurer, ICRMP;
- B) Amendment to the City's Classification/Compensation Plan regarding the Department Specialist in the Municipal Services Department, re-leveling the position from pay grade 5 to pay grade 6 and amending the job description;
- C) Amendments to the City's Sick Leave Bank Policy; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City take the actions for the subject matter as set forth in substantially the form attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify any documents needed for such actions, so long as the substance of the actions remains intact.

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

DATED this 19th day of April, 2022.	
	James Hammond, Mayor

ATTEST:		
Renata McLeod, City Cl	erk	
Motion by	, Seconded by	, to adopt the foregoing resolution
ROLL CALL: COUNCIL ME	EMBER ENGLISH	Voted

Voted

Voted

Voted

Voted

COUNCIL MEMBER MCEVERS

COUNCIL MEMBER MILLER

COUNCIL MEMBER GOOKIN

COUNCIL MEMBER EVANS

COUNCIL MEMBER WOOD Voted

was absent. Motion .

CITY COUNCIL STAFF REPORT

DATE: April 11, 2022

FROM: Steve Moran, Police Fleet Manager

SUBJECT: Fleet vehicle crash loss

Decision Point:

The Police Department requests authorization to release ownership of a crashed 2018 Chevrolet Tahoe Police SUV to ICRMP.

History:

This vehicle was purchased new on 03/22/2018 for \$40,126.23 from Knudtsen Chevrolet and equipped with an additional \$23,151 in police equipment. This vehicle was involved in a crash 12/14/2021. Fleet Damage Report #21F-030. Per ICRMP, the vehicle is determined to be a total loss.

Financial Analysis:

ICRIMP has offered to take ownership of the vehicle and reimburse the City \$41,723 for the loss of the vehicle only. Because the damage is limited to the vehicle only, and not the additional police equipment, their offer only includes compensation for the loss of the vehicle itself. Currently, all the additional police equipment has been removed for use on alternate vehicles.

Decision Point:

Staff recommends the City Council authorize the declaration of one 2018 Chevrolet Tahoe assigned to the Police Department a loss and turn ownership over to ICRMP in exchange for the sum of \$41,723.

Vehicle in discussion:

2018 Chevrolet Tahoe Police SUV 1GNSKDEC1JR245620 – 35,167 miles



Date: April 11, 2022

To: General Services/Public Works

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendment – Classification and Compensation Plan

Decision Point: Should the City Council approve an amendment to the City's current Classification and Compensation Plan, specifically the Department Specialist classification?

History: The Department Specialist is currently leveled at a pay grade 5. The recommendation from staff and Ameriben, Human Resource Consulting, is to amend the job description and leveling to a pay grade 6, based on the added duties of the position.

Ameriben reviewed the internal alignment and compared the position to other classifications at both a pay grade 5 and a pay grade 6. Ameriben recommended the position of Department Specialist be changed to a pay grade 6 because of the added duties including preparing routine correspondence letters relating to City Council contracts and agreements, using Microsoft tools to create City communications and newsletters, announcements, slide decks, and processing parking ticket appeals. The duties that were added to the position are more complex, and require more skill, effort, and independent judgment.

As a result, due to the added duties and internal alignment, it is recommended to change the Department Specialist classification to a pay grade 6. If approved, this would be effective immediately. The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before the City Council meeting.

Financial Analysis: The change of leveling from a pay grade 5 to a pay grade 6 results in a 6% increase. The current employee would receive a 6% increase and the position will be amended in the staffing budget. The Municipal Services Department has savings in its overall budget to cover the increased cost in the current fiscal year of \$1,072.

- \rightarrow Current annual base range for Department Specialist (pay grade 5) = \$32,406 \$45,593
- \rightarrow Proposed annual base range for Department Specialist (pay grade 6) = \$34,320 \$48,380

Performance Analysis: Authorizing the above noted amendment will provide an updated leveling for the duties and responsibilities needed for the Department Specialist classification.

Recommendation: The City Council should approve the amendment to the City's Classification and Compensation Plan, specifically the Department Specialist classification.

Resolution No. 22-016 Page 1 of 1 E X H I B I T " B"



Department Specialist

Department: Municipal Services Reports to: Admin. Assistant Pay Grade: 5

Date Established: 1/2017 Date Revised: 4/2022 FLSA Status: Covered

CLASSIFICATION SUMMARY

A Department Specialist provides administrative, secretarial and clerical duties and may be assigned as a specialist in the services offered by the assigned department. Employees in this class perform a wide range of office support functions using independent judgment in applying existing policies and procedures to complete assignments. This involves knowledge of multiple procedures and program guidelines to make decisions. Employees are often the first point of contact for the Department and respond to mostly routine inquiries and explain department services, policies, procedures and rationale for decisions to customers. Employees typically utilize a variety of computer operations and/or specialized software to complete daily assignments. The classification's primary duties include providing customer service via telephone or in person, creating, reviewing and processing documents and records, identifying and correcting errors and omissions on documents received from staff, and/or public, performing data entry, maintaining records, making arrangements for meetings, maintaining office inventories, distributing mail, and other related duties. Work is usually performed in or near a front counter or office where customers can easily be accommodated.

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

- Performs customer service in-person or via telephone; refers calls to others as needed;
- Provides assistant by answering questions or directing customers to appropriate personnel;
- Sorts and distributes in-coming and processes outgoing mail;
- Types reports and distributes electronically or via hard copy;
- Copies, scans and e-mails appropriate documents to requestor or files appropriate forms;
- Takes payments, enters payments into appropriate database and sends to Finance Department;
- Prepares and reviews correspondence for supervisor or other staff;
- Prepares correspondence letters for city council contracts and agreements.
- Processes department documents in accordance with established procedures;
- Creates various department documents for crews or administrative employees
- Prepares the City's Municipal Milestones newsletter for distribution internally and externally;
- Prepares the monthly calendar for City wide distribution;
- Maintains accurate files and records such as insurance/bond and workers' compensation files;
- Issues permits, certificates and responds to requests per specific department protocols;
- Opens and sets up files for specific cases or projects; maintains accurate and up to date files;
- Creates and Uploads announcements to F-facebook and Ttwitter;
- Design slides for CDA TV and City Hall lobby: includes weekly calendar schedules, city events, road closures and various department notices
- Create brochures for various departments

Classification Title: Department Specialist Page 1

- Process parking ticket appeals;
- Reconcile monthly bills for the Finance Department;
- Responds to voice mail messages left on the department's phone system;
- Assists with special projects as assigned;
- Performs routine data entry and may generate reports;
- May process invoices or pcards;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.
- Proficiently operate computers, software programs such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintains and overseas multiple conference room calendars daily

SECONDARY DUTIES AND RESPONSIBILITIES:

- Provides backup to other administrative staff as needed;
- May make travel arrangements and reconcile travel expenses;
- Performs other duties as assigned.

CLASSIFICATION REQUIREMENTS:

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

Knowledge of:

- Modern office equipment and procedures;
- PC operating systems;
- Basic internet operations;
- Customer service techniques;
- Time management and organizational methods;
- Records and file management including copying, scanning and indexing;
- Basic math and bookkeeping skills.

Skill and Ability to:

- Provide effective and professional customer service;
- Ability to enter computer data quickly and accurately;
- Accurately classify, file, and retrieve materials;
- Operate a computer with demonstrated proficiency using contemporary and related database, word processing, and spreadsheet software applications at an appropriate level for efficient job performance;
- Read and understand complex laws and other written documents;
- Operate 10-key by touch;
- Apply basic math, as well as spelling and grammatical skills;
- Receive, comprehend and follow verbal instructions;

- Display an attitude of cooperation and work harmoniously with all levels of City employees, the general public and other organizations;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other
 employees and the public.

ACCEPTABLE EXPERIENCE AND TRAINING:

- High school diploma or GED;
- Prefer one to two (1-2) years' experience in administrative work, preferably in a governmental setting; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

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

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

Classification Title: Department Specialist Page 3



Date: April 11, 2022

To: General Services/Public Works Committee

From: Melissa Tosi; Human Resources Director

Re: Sick Leave Bank Policy Amendments

Decision Point: Should the City Council approve the amendments to the Sick Leave Bank Policy?

History: The current policy was approved by Council in 1992 and has not since been updated. The purpose of the Sick Leave Bank Policy is to provide employees who are enrolled members an opportunity to request paid hours of leave when they have exhausted all of their own personal leave balances due to a non-work-related illness/disability. Also, this policy, written almost 30 years ago, does not account for the importance of protecting private health information and the necessary records retention.

The majority of the policy amendments are housekeeping changes and provide clarity to outdated language. As a result, the substance of the policy will remain the same (summary of amendments attached). However, below are the more detailed amendments that add and/or change the current process:

- Section 2. Administration: Amends "Sick Leave Council" to "Sick Leave Committee." Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.
- *F. Maximum Capacity*: Deletes maximum capacity language; bank should be accessible equally to all benefitted employees.
- *G. Special Assessment*: Deletes all special assessment language; the committee shall work with hours available.
- Section 11. Employee Privacy: Adds language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee's personnel file in HR.

These proposed amendments have been reviewed by the Sick Leave Council which represent each of the three bargaining groups, as well as a City Council member.

Financial Analysis: There are no hard costs associated with the Sick Leave Bank Policy amendments.

Performance Analysis: Authorizing the amendments will provide an updated policy necessary for the Committee to move forward with, and better guide employees on how to utilize the sick leave bank. Additionally, employees can be assured that Human Resources will continue to manage and protect their private medical information.

Recommendation: The City Council should approve the amendments to the Sick Leave Bank Policy.

PROPOSED CHANGES TO SICK LEAVE BANK POLICY

Section 1. Purpose	Punctuation updates.
Section 2. Administration	Amends Sick Leave Council to Sick Leave Committee. Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.
Section 3. Eligibility for Membership	Clarifies language, but the substance remains the same.
Section 4. Membership	Clarifies language, but the substance remains the same.
Section 5. Donation	Clarifies language, but the substance remains the same.
F. Maximum Capacity	Delete maximum capacity language, bank should be accessible equally to all employees.
G. Special Assessment	Delete all special assessment language, the committee shall work with hours available.
Section 6. Maximum Withdrawal from Bank	Clarifies language, but the substance remains the same.
Section 7. Employee Use of the Sick Leave Bank	Clarifies language, but the substance remains the same.
Section 8. Applying for Sick Leave Bank Benefits	Clarifies how to apply for benefits and what is needed in the 3 sections of the application process.
Section 9. Consideration of Benefits	Clarifies language, but the substance remains the same. Adds the HR Directors role in convening the committee.

Section 10. Maximum Eligibility	Clarifies language, but the substance remains the same.
Section 11. Employee Privacy	Add language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee's personnel file in HR.
Section 12. Long-Term Disability	Clarifies language, but the substance remains the same.
Membership Application	Add to policy

City Hall, 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814 208-769-2205

CITY OF COEUR D'ALENE SICK LEAVE BANK POLICY

Section 1A. PURPOSE

The purpose of the Sick Leave Bank shall be to provide employees who qualify by membership in the Bank with the additional sick leave days needed to recover from a temporary non-occupational illness/disability. The Bank shall not be used as a reserve for time lost due to short term illness/accident of less than ten (10) working days, for time lost due to illness in the family, for bereavement, for occupational illness/disability, or for any purpose other than the personal illness of the employee.

Section 2.B. ADMINISTRATION

The Sick Leave Bank shall be governed by the Sick Leave <u>CommitteeCouncil</u> in conformance with the regulations set forth in this policy. The Sick Leave <u>CommitteeCouncil</u> shall be composed of <u>the following</u> six volunteer members <u>who are current employees and current member of the City Council</u>, of the City of Coeur d'Alene.÷

- 1 Department Head;
- 1 Employee either Exempt or Unrepresented;
- 1 Employee representing Firefighters Local No. 710
- 1 Employee representing Lake City's Employee Association;
- 1 Employee representing Police Association;
- 1 Councilmember.

_two (2) administrators; three (3) employees, one representing each bargaining unit; and one City Council Member.

The City Administrator will appoint the Department Head and Exempt/Unrepresented employee, the President of each bargaining unit will appoint the employee representing such bargaining unit, and the Council-members will be appointed by the City Council. All members—and—will serve as a committee member until a replacement is appointed three (3) year rotating terms. Any member may be removed as a committee member by majority vote of the Sick Leave Committee or by the appointing power as described above. as follows:

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One employee	07/30/73
One employee, One Administrator	00/30/04
One employee, One Manimistrator	07/30/74
One employee, One Administrator	00/30/05
One chiployee, One Administrator	02/30/23

Resolution No. 92-172

Mid-term vacancies shall be filled by appointment of the City Council, with members representing each bargaining unit nominated by the President of that bargaining unit, and the appointee shall serve for the remainder of the unexpired term.

The Sick Leave <u>Committee Council</u> will elect a chairperson from among its members, which chairperson shall serve in that position for three (3) years and may serve consecutive terms.

The <u>Human Resources Director</u>, in <u>consultation with the Sick Leave Committee Council</u>, shall <u>annually</u> review and/or revise this policy <u>as needed</u>. Any Changes, additions, or deletions to the Sick Leave Bank Policy shall be <u>brought forward by the Human Resources Director and approved by the City Council</u>.

Section 3C. ELIGIBILITY FOR MEMBERSHIP

Membership in the Sick Leave Bank shall be extended is available to any employee of the City of Coeur d'Alene as follows: who has donated one (1) day of personal sick leave at the formation of the Sick Leave Bank.

Thereafter, membership shall be extended as follows:

- a) Membership in the Sick Leave Bank will be <u>available extended</u> to new <u>benefitted</u> employees within thirty (30) calendar days after initial employment by the City and upon the donation of one (1) day of sick leave within sixty (60) days of employment.
- b) Open enrollment in the Sick Leave Bank will be extended available annually to any benefited employee, who has previously waived enrollment and is currently accruing full benefits, in the month of June each year. Eligibility for Bank benefits will be effective July 1st of that same year.

The enrollment form, a copy <u>of which is</u> attached and incorporated herein, authorizing the transfer of a personal sick leave day to the Bank <u>fund</u>-must be signed and returned to the <u>Personnel-Human Resources</u> Department <u>in a timely manner</u> before the employee becomes a member of the Sick Leave Bank.

Section 4D. MEMBERSHIP

Employees who donate one (1) day of accumulated personal sick leave to the Sick Leave Bank upon formation of the Bank or during the enrollment period, as specified in Section C, shall be members of the Bank and eligible for its benefits. A list of current Sick Leave Bank members shall be provided when requested published by the Personnel Human Resources Department to the Sick Leave Bank Committee, and given to the Sick Leave Council on a monthly basis unless no changes have occurred. This list shall be considered the official Membership Role.

Section 5E. DONATION

Donations to the Sick Leave Bank shall conform to the following regulations:

- a) 1.—An employee donating one (1) day (eight hours for 40 hour employees, 12 hours for firefighters) of accumulated personal sick leave at the formation of the Sick Leave Bank, during the open enrollment period, or within sixty (60) days of initial employment with the City shall be a current member and shall continue as a current member until it is necessary to call for a special assessment (One "day" for firefighters is equivalent to 12 hours.)
- <u>b) 2. Days dD</u>onated <u>hours</u> to the Bank shall be non-returnable to the donor <u>as</u> <u>personal sick leave</u> in the event of termination of Bank membership or separation from <u>eCity</u> employment.

F. MAXIMUM CAPACITY

The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed double the number of the members on the official Membership Role as defined in Section C and D.

G. SPECIAL ASSESSMENT

If the Bank's accumulated unused days drops to one half (1/2) the Bank's currently enrolled members, the Personnel Department will notify the Sick Leave Council that a special assessment, consisting of one (1) personal sick leave day per current member, needs to be made. The Sick Leave Council will then distribute and collect donation forms. Upon return of the donation forms, the Personnel Department will deduct the sick leave day from the donor's personal account.

An employee may donate only one (1) day and the special assessment shall be for only one (1) day. Any current member not donating a day to the special assessment shall be dropped form the Sick Leave Bank. Current members who have no accumulated personal sick leave shall continue as current members without penalty, but upon accumulating one (1) day of personal sick leave, that day will be transferred to the Sick Leave Bank.

Section 6H. MAXIMUM WITHDRAWAL FROM BANK

The maximum number of hours that shall be approved for withdrawal shall not exceed the Bank's total available hours, subject to the provisions of Section 10 hereof.

Section 74. EMPLOYEE USE OF THE SICK LEAVE BANK

<u>The following shall apply to Mm</u>embers of the Sick Leave Bank shall conform to the following regulations when requesting the use of Bank days:

- a) 1.—To qualify for Sick Leave Bank usage an employee must first satisfy the following three (3) requirements:
 - 1) The employee is a member of the Sick Leave Bank.
 - 2) A. Time lost due to illness/disability must exceed ten (10) days (six shifts for firefighters).

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¹ One day shall be 8 hours for a 40 hou<u>r a week employee and 12 hours for a 56 hour a week employee.</u>

- 3) B.—All accrued vacation, compensated time and personal sick leave must be exhausted.
- 4) C. Documentation that illness/injury did not exist prior to initial Sick Leave Bank enrollment.
- 5) Leave is needed to recover from a temporary non-occupational illness/disability.
- 6) Leave is needed for the personal illness of the employee.

The transfer of Sick Leave Bank hours will occur beginning on the eleventh (11th) day (seventh shift for firefighters) following the onset of the illness/disability or upon the exhaustion of all accumulated vacation, compensated time and personal sick leave, whichever occurs last.

Section 8. APPLYING FOR SICK LEAVE BANK BENEFITS

- 2. To request donated hours from the Sick Leave Committee, a completed Sick Leave
 Bank Application must be submitted to the Human Resources Director. The Sick
 Leave Bank Application consists of the following:
 - a) Section One. Employee Section:

The employee, or <u>designee</u> <u>family member</u> when the employee is physically incapable, shall <u>complete the employee section of the application which details the employee's contact information, date of injury and projected absence, a written statement from the employee of the reason for the request, and the approximate hours requested.</u>

b) Section Two. Physician's Section:

The employee shall have their physician complete the physician's section of the application which verifies the onset of illness and primary diagnosis, treatment plan and prognosis, projected recovery period, and expected dates for returning to work. Medical updates must be provided to Human Resources in 30-day intervals and will be forward to the Sick Leave Bank Committee within five (5) working days. Use of Sick Leave Bank benefits will run concurrently with Family Medical Leave. secure a written statement of illness from the employee's physician to protect the Sick Leave Bank and the City of Coeur d'Alene from malingering and false claims of illness. Said statement shall include: verification of the illness/disability; date of onset of illness/disability; projected recovery period; estimated date of return to work, and next scheduled visit with doctor. An update must be given to the Personnel Department in intervals of thirty (30) calendar days; the Personnel Department will then forward the updated information to the Sick Leave Council within five (5) working days.

- c) Section Three. Employee Supervisor's Section:
- 3. The physician's statement must be attached to the "EMPLOYEE APPLICATION TO THE SICK LEAVE BANK", a copy attached and incorporated herein, and given to the employee's supervisor. The Department Head, or designee, supervisor shall complete the <u>final section remainder</u> of the application, <u>provide any important historical information of sick use</u>, obtain the required verification from the Personnel Department, and make a recommendation to the Sick Leave Committee

on the requested hours. , and The Department Head, or designee, shall submit the completed application and physician's statement to the <u>Human Resources Director Sick Leave Council Chairman (or Sick Leave Council Secretary in the Chairman's absence)</u> within five (5) working days.

Section 9. CONSIDERATION OF BENEFITS

- 4. The <u>Human Resources Director will convene the Sick Leave Committee Council for review and discussion of submitted application. The Sick Leave Committee Chairman will provide the Human Resources Director with the Committee's <u>shall forward its</u> decision to approve or <u>deny disapprove</u> the employee request to the <u>Personnel Department</u> within five (5) working days of receipt of the completed application described above. The <u>Human Resources Personnel Department</u> will immediately notify the employee and the employee's <u>Department hHead</u>.</u>
- 5. If the employee's request is approved, transfer of the approved number of days hours from the Sick Leave Bank to the employee shall be made as used during each pay period through the timecard system, as used during the pay period.

If an employee's request is denied, the employee does have the option to apply for disability insurance benefits.

Any vacation, compensated time and personal sick leave hours accrued by an employee, while being compensated through the Sick Leave Bank, shall be used in the next pay period prior to the transfer of any additional Sick Leave Bank hours.

Section 10. MAXIMUM ELIGIBILITY

- 6. <u>Below are Tthe maximum number of Sick Leave Bank hoursdays</u> available to an employee, for any one illness/disability:
 - a) 40 hour a week employee: 520 hours
 - b) 56 hour a week employee: 720 hours

______, is the equivalent of sixty-five (65) working days (30 shifts for firefighters) which is a maximum of 520 Sick Leave Bank hours (720 hours for firefighters).

Section 11. EMPLOYEE PRIVACY

The Sick Leave Committee shall follow all privacy rules to assure the individuals' health information is properly protected while allowing the flow of health information needed to determine eligibility for the Bank. All medical documentation provided to the Committee will be kept in the employee's medical file in Human Resources.

Section 12. 7.—LONG-TERM DISABILITY

The Sick Leave Bank benefits can assist an employee to bridge the gap to long-term disability benefits. Employees should not rely only on Bank donations, but will need to complete a long-term disability application for possible eligibility if Tthe continued illness/Ddisability will extend of an employee beyond the sixty (60) calendar days. If approved for long-term disability benefits, the elimination period

required for City disability insurance benefits is sixty (60) days and the disability benefit pays 60% of the employees' wages. As a result, the employees shall result in sick leave Bank benefits shall being pro-rated at 40% of normal pay to maintain normal wagessalary, up to the maximum Bank hours allowed.

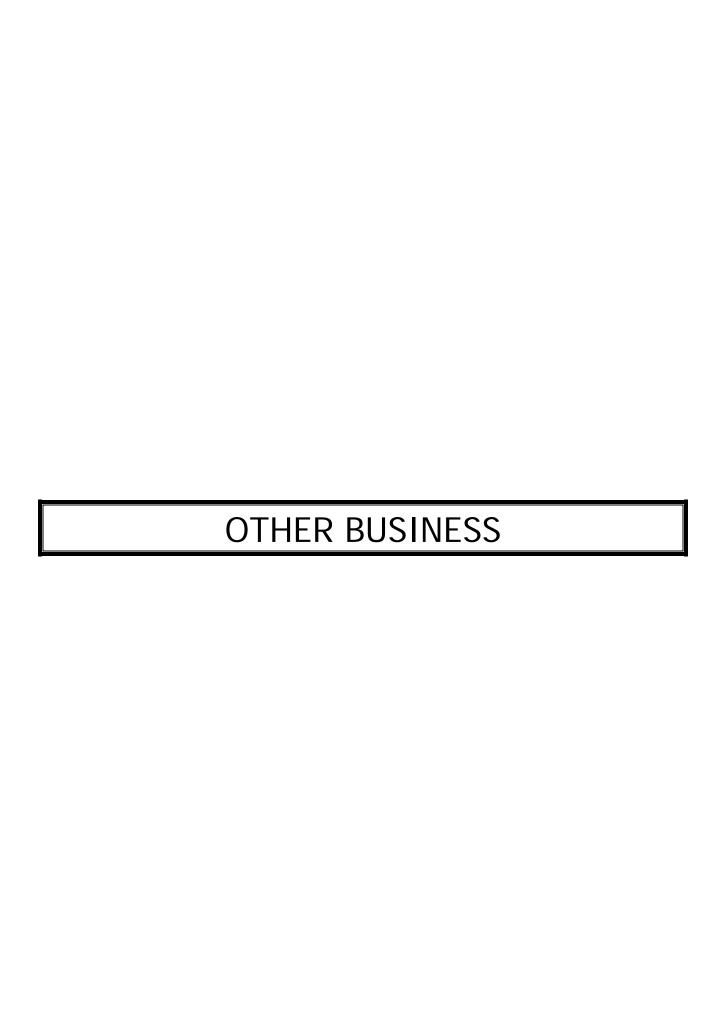


Sick Leave Bank Application for Membership

<u>I hereby authorized the transfer of one day (8 hours for 40-hour employees, 12 hours for 56-hour employees)</u> of accumulated sick leave from my sick leave balance to the Sick Leave Bank. <u>I understand this donation shall be non-returnable as personal sick leave.</u>

Print Name:
Signature:
Department:
Date:
HR use only
Date HR Received Sick Leave Bank Application:
□ New Employee
□ Open Enrollment

<u>Date Donation Withdrawn from Employees Sick Leave Balance:</u>



GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: APRIL 11, 2022

FROM: STEPHANIE PADILLA, ACCOUNTANT, ARTS COMMISSION LIAISON

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH

OTOCAST, LLC, FOR THE CREATION AND HOSTING OF AN AUDIO GUIDE

MOBILE APP

DECISION POINT:

Should Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App in the amount of \$5,000, plus annual maintenance fees as agreed?

HISTORY:

In December 2021, the City of Coeur d'Alene Arts Commission received a proposal to develop an Otocast audio guide for the City's public art collection. Otocast is a mobile app which is designed to be used with self-guided tours. The app is available for Android or Apple devices, and contains a variety of GPS based points of interests. At each point of interest, the guide provides an audio and text narrative, photos, and a web link. The public art collection includes approximately 90 points of interest which would be included in the guide. The Arts Commission approved the purchase of an Audio Guide Mobile App from Otocast LLC, at its meeting held on February 22, 2022.

FINANCIAL:

The cost of initial setup of the Audio Guide is Five-thousand dollars (\$5,000.00), which includes up to 90 points of interest. After the first year, there is a maintenance fee of Twenty-eight dollars (\$28.00) per point of interest which equals approximately Two-thousand, Five hundred Twenty dollars (\$2,520.00) annually. New points of interest may be added after initial setup and would be subject to a fee of Fifty-six dollars (\$56.00). Thereafter, each new point of interest would be subject to the annual maintenance fee. Funding for this project will come from the Public Art Fund – Lake District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

DECISION POINT/RECOMMENDATION:

Council should approve the Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App, in the amount of Five-thousand dollars (\$5,000.00) for the initial setup, together with an agreed fee for additional points of interest and an annual maintenance fee as agreed.

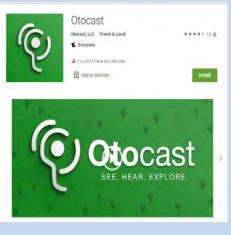
APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH OTOCAST, LLC



Otocast, LLC

 A free mobile app that provides a platform for narrative audio self guided tours.



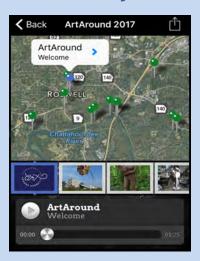


Otocast, LLC - Platform

Custom audio guides created by "voice of authority"



- Mobile AppApple, Android
- •API
 - •For integrated with existing sites
- Mobile Web
 - Coming Soon
- Dial-Up



Otocast, LLC

Participating Locations





Otocast, LLC -



Custom points of interest detail

- Text description (with active links)
- -Artist Audio Content
- Photo gallery
- Real-time directions
- Social media link



Approve the Professional Services Agreement with Otocast, LLC for the Creation and Hosting of an Audio Guide Mobile App.



RESOLUTION NO. 22-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OTOCAST, LLC, FOR THE CREATION AND HOSTING OF AN AUDIO GUIDE MOBILE APP FOR THE COEUR D'ALENE ARTS COMMISSION.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an audio guide mobile app pursuant to terms and conditions set forth in said Professional Services 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 Professional Services 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 Professional Services Agreement for the creation and hosting of an audio guide mobile app with Otocast, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services 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 Professional Services Agreement on behalf of the City.

DATED this 19th day of April, 2022.

James Hammond, Mayor	-
	James Hammond, Mayor

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

PROFESSIONAL SERVICES AGREEMENT between CITY OF COEUR D'ALENE

and

OTOCAST, LLC

for

COEUR D'ALENE ARTS COMMISSION AUDIO GUIDE MOBILE APP

THIS Agreement is made and entered into this 19th day of April, 2022, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and OTOCAST, LLC, a New York Limited Liability Company, with its principal place of business at 72 Underhill Road, Ossining, NY 10562, hereinafter referred to as the "Consultant."

WITNESSETH:

- Section 1. Definitions. In this Agreement:
- A. "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
 - В. "Commission" means the Coeur d'Alene Arts Commission.
 - "Consultant" means Otocast, LLC, 72 Underhill Road, Ossining, NY 10562. C.
- "Location" means an individual artwork or other site designated by the D. Commission.
 - E. "Mayor" means the mayor of the City of Coeur d'Alene or his designee.
- Employment of Consultant. The City hereby agrees to engage the Section 2. Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services generally described in the Audio Guide Proposal, attached hereto and incorporated herein by reference as Exhibit "A," pertaining to the implementation of mobile services associated with interactive audio guides for the Commission.
 - В. Specifically, the Consultant shall:
 - 1. Create an audio guide or guides (hereinafter referred to as the "Guide") in the existing Otocast app for Locations and tours specified by the Commission, which may include a "Welcome" entry for each Guide created by the Commission to be used as an introduction to the Guide's content:

- 2. Collaborate with the City to determine the best presentation for the City's collection (e.g., number of guides, suggested paths, push-pin color, etc.) and produce the content required for the Guide, including for each Location:
 - a. Name:
 - b. Identification by longitude/latitude or address;
 - c. One (1) to five (5) photos;
 - d. Informational text including associated websites, if any; and
 - e. Audio commentary as designated by the Commission;
- 3. Host and manage the server-side data used to provide content to the mobile app;
- 4. Assist the City with changes and updates to the Locations, including updates to text, audio, photos, and identification; and
- 5. Add Locations to the Guide as requested by the City or Commission, subject to an additional fee as set forth herein.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subconsultants, during the term of this Agreement if and to the extent required by Idaho Code §§ 72-101 through 72-806. Should the Consultant fail to maintain required insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require regarding existence of or exemption from coverage.
- Section 5. <u>Time of Performance; Term.</u> The initial services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within one hundred eighty (180) days thereafter.

The term of this Agreement shall be two (2) years, unless terminated as provided herein. The Agreement shall automatically renew for successive one-year terms thereafter unless a party gives notice of its intent not to renew at least sixty (60) days before the end of the current term.

Section 6. <u>Compensation</u>.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant as follows:
 - 1. An initial fee of Five Thousand and no/100 dollars (\$5,000.00), which includes up to ninety (90) Locations, regardless of the number of distinct tours, which fee is associated with the creation and implementation of the Guide;
 - 2. After the first year, a maintenance fee of Twenty-eight and no/100 dollars (\$28.00) for each Location; and
 - 3. A fee of Fifty-six and no/100 dollars (\$56.00) for each new Location added to the Guide after initial set-up.
 - 4. Payment shall be due as follows; PROVIDED, any fees after the initial project fee, including maintenance fees, shall be paid within thirty (30) days after the submission of an invoice by the Consultant:

Deliverable	Projected Delivery Date	Price	Comments
Signed PSA	May 1, 2022	\$ 2500.00	50% of total project fee
Complete CUSTOMER guide(s) publicly available in Otocast app.	November 1,	¢ 2500 00	Delever of musication
Setup and configuration	2022	\$ 2500.00	Balance of project fee
Maintenance	November 1, 2023	\$ 2500.00	Due one year after guide is published (if applicable)

- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Consultant in connection with performance of its duties. The Parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.
- C. This Agreement is expressly made contingent upon funding being provided by ignite cda through its Public Art Fund. Should ignite cda funding be unavailable, in whole or in part, this Agreement may be terminated by the City at its sole option in a writing delivered to the Consultant. In that event, all finished or unfinished documents and other materials as described in Section 7 shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the contract amount for work actually done prior to the date of the notice; PROVIDED, the City, without its written consent, shall not be liable for any payment to the Consultant beyond the funding provided by ignite cda.

Section 7. <u>Termination for Cause</u>. If, through any cause within the Consultant's reasonable control, the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Consultant reasonable time to remedy the deficiency, which shall not exceed fourteen (14) days, have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the Consultant under this Agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed in preparing such documents and materials. Equitable compensation shall not exceed the contract amount for work actually done.

Section 8. <u>Termination for Convenience of the City</u>. The City may terminate this Agreement at any time by giving thirty (30) days' written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 7 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the contract amount for work actually done prior to the date of the notice.

Section 9. Equal Employment Opportunity. In accordance with Chapter 9.56, Coeur d'Alene Municipal Code, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but are not limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant shall assure compliance with this Section by each sub-consultant, with the exception of contracts or subcontracts for standard commercial supplies or raw materials.

Section 10. Assignability.

A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty in the same (whether by assignment or novation) without the prior written consent of the City; PROVIDED, claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Section 11. <u>Publication, Reproduction and Use of Materials</u>. No material created or produced, in whole or in part, pursuant to this Agreement shall be subject to copyright in the United States or in any other country by the Consultant. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic

files, or other materials prepared under this Agreement. The Consultant shall provide copies of such work products to the City upon request.

- Section 12. <u>Jurisdiction; Choice of Law</u>. Any civil action arising under this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.
- Section 13. <u>Relationship of the Parties</u>. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement, but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.
- Section 14. <u>Integration</u>. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 15. <u>Hold Harmless</u>.

- A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the Consultant's performance of this Agreement and not arising from the Consultant's professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 21(A).
- B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the Consultant's negligent performance of this Agreement, including but not limited to the Consultant's professional services. To this end, the Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 21(B).
- Section 16. <u>Notification</u>. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 17. <u>Insurance</u>.

A. The Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident

regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

- B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultant's employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00).
- C. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.
- Section 18. <u>Non-Discrimination</u>. With regard to the work performed by it during the term of this Agreement, the Consultant shall not discriminate on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression as provided by Coeur d'Alene Municipal Code Chapter 9.56.
- Section 19. <u>Confidentiality</u>. The terms and provisions of this Agreement, the existence or substance of any discussions with regard to the subject matter herein, and any information which a Party provided or may provide to the other Party shall be deemed confidential information of the disclosing Party and shall be kept confidential by the receiving Party to the greatest extent allowed by law. The Consultant acknowledges and agrees that the City is a public entity and that its records are public records, subject to disclosure upon request except as specifically provide in Title 74, Chapter 1, Idaho Code.

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

CITY OF COEUR D'ALENE	OTOCAST, LLC
	By
James Hammond, Mayor	Its
ATTEST:	
71111111111	
Renata McLeod, City Clerk	

Coeur d'Alene Arts Commission

Audio Guide Proposal

December, 2021

Prepared by:

Eric Feinstein eric.feinstein@otocast.com (914) 923-4626



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1 Introduction

Otocast is pleased to present our mobile app solution for activities and self-guided tours associated with the Coeur d'Alene art collection.

The overall scope of the Otocast solution is presented in a separate document, but in brief summary:

Otocast is a mobile application platform (Android or Apple) that contains a variety of GPS-based, audio-centric guides. Each guide contains a variety of "points-of-interest" with each point of interest providing:

- Textual information (including, if desired, web links, embedded videos, etc.)
- Photos
- Door-to-door directions
- Audio narrative

As a location-aware application, upon opening Otocast the end-user is immediately shown the closest content, with directions provided from their current location. That said, the content will always be accessible to anyone using the app, regardless of where they are in the world.

Otocast offers a consistent interface and user experience to ensure ease of use and consistency. We provide the ability to allow you to embed guide content in your (or partner) websites to increase visibility and raise awareness of the experiences. We utilized the same tools to create a mobile website version of the guide, which will be available early 2022, and will expand the reach of the platform to people who are app-wary, hesitant to load something new, or simply don't have a smartphone.

We strive to provide an application that is easy to use, while incorporating features to allow increased engagement and appreciation of your points of interest. We don't require you to learn a new system of a variety of processes to prepare you guide. We do all the production for you – and just ask that you share access to your content. We will reformat, edit and manage all aspects of the content preparation.

We know that there are other solution providers, and to help differentiate ourselves, the following pages highlight some of the features that make Otocast unique. But beyond that, we pride ourselves on the relationship that we build with our customers - one of partnership and trust. We know that you have deadlines to meet, and frankly have other jobs to get done, so we work hard to make sure you can focus on your primary responsibilities and leave the bulk of the work to us.



2 Otocast Products / Services

The following summarizes the various features included with the Otocast application and are available to any tour/guide in the platform.

- **No / Low learning curve:** Otocast creates the guide for you. There is no need to learn a new system or workflow. Simply provide access (e.g., via dropbox, google drive, email, etc.) to your content and we will manage the formatting, editing, creation, and management
- **Unlimited revisions / updates-** The guide is not done until you are satisfied with it. Content can always be changes and adjusted as needed. Any changes will typically appear within 24 hours and appear instantly in the app.
- **Proximity notifications**: Alerts a user when they are within a pre-specified radius (determined by you) of any point-of-interest
- **Easy discovery**: The app sorts all content by proximity, so anyone opening the app in your area will see your guide at the top of the list. Similarly, people using the app in other Otocast cities can easily discover your guide. Guides can also be sorted alphabetically by city, and all content is completely searchable
- Auto-play: Automatically play audio when within a pre-specified radius (determined by you) of any point-of-interest (feature is configurable by end-user)
- Audio transition 1: Prompts the user for what to do if they auto-play while listening to another track (i.e., switch or stay)
- Audio transition 1a: Provides override option (configurable by you) to automatically transition to new audio track
- Multiple Points-of-interest: Provides a variety of tour stops to engage visitors. These stops can be
 associated with a single category or can be combined with other points-of-interest related to a
 different genre or tour sponsor. Color-coding the route markers and info panels provides
 immediate identification to the app user.
- Layered content: Facilitates discovery of different points-of-interest in a guide, allowing pushpins to be temporarily hidden based on their color / theme
- **API support:** An application interface that allows tour content to be extracted from the Otocast data repository and included on your website.
- **Audio Commentary**: Provides insight to the tour, deepens engagement and fosters a longer, more meaningful experience with the point-of-interest and its surroundings. For art pieces, we work with the artists to get a first-person narrative.
- **Info Panel:** For each point-of-interest, the app provides a photo gallery, descriptive, rich text and mapped directions from the user's current location
- **Custom content**: The text panel can incorporate active links that facilitate access to a website, initiate a call, embed a video, or solicit customer feedback.
- Self-guided: Points-of-interest may be accessed in any manner that best suits the end user
- · Suggested route: Points can be connected via a route line to provide a suggested route
- · Social media integration: Allows users to share photos via social media, text, email, etc.



- · Selfies: Allows users to access their camera from within the app to share photos
- **Embedded advertising**: Allows non-tour points (e.g., local advertisers or sponsors) to be included in the tour(s) –differentiated from points-of-interest by color and cannot be hidden by layer
- Splash page: Static graphic image before accessing the guide provides ability to promote events or sponsorships
- Google Analytics: Provides access to a variety of usage statistics including number of times the app was accessed, time of day, which locations were the most popular, across any time period
- · Bluetooth beacon support: For more elegant indoor and multi-floor navigation
- Bluetooth beacon support: Optionally allows content to be 'hidden' until approached by an enduser
- **Gamification**: Provides increased ability to engage end-users through awards of virtual badges and potential real-world prizes.
- **iOS / Android platform support:** Allows the app to be run on iPhone, iPad and Android-based smartphones and tablets.
- **Dial-up audio** For non-smart phones, provide a phone number that can be dialed to hear associated audio
- Mobile web interface: Coming soon to allow access to core guide content via a web browser, in addition to the app

We are constantly enhancing and updating features / functionality within the application and can discuss roadmap items at your request.



3 Pricing

The following information is our general fee structure and represents the maximum pricing for the core services of the application. We also acknowledge that additional features may be required, specific to your needs, and we are more than happy to discuss additional details at your request.

Initial setup/configuration

This includes everything needed to put the guide(s) together and support it for 1 year after it goes "live". It is typically priced per "point-of-interest" (i.e., tour stop). We also recommend an "introduction" entry for each guide — this has no additional fee, but is useful to establish the context and tone for the guide.

This fee covers any/all changes to the points throughout the first year after the guide is published to the app -- whether it is updating text, audio, photos, temporarily removing a point, or adding some new ones. The setup fee has varied for different customers depending on additional features, requirements, bundling, and other factors, but to have a starting point of a conversation, consider a maximum of \$125 per point. This lowers to \$100 per point for implementations with more than 50 locations.

The minimum annual fee is \$500.

Annual Maintenance

This begins one year after the guide is "published" / made available to the public, and applies to any points that remain beyond the initial1-year period. As before, you can make as many updates as you need. The annual fee has a maximum of \$60 per point (\$50 for implementations with more than 50 locations).

The minimum annual fee is \$500.

Local Advertisers / Sponsorship

As a rule, Otocast does not solicit advertisers, nor include them in the app. However, if you are interested in including advertisers/sponsors in your guide, and charging them a fee, there are a few ways to include them – and a portion of the monies received can be used to offset your charges.

For example, they could also be included on an initial, non-interactive "splash page" before the guide launches — a more traditional banner placement that is guaranteed to be seen. A sponsor location could also be marked in the map (using a different pushpin color to differentiate them from your content), and they will receive the same set of features (audio, photos, etc.) as any "themed" point of interest. This "embedded sponsorship" allows the sponsors to directly reach out to the app users with promotional messages and other enticements (e.g., "mention the app for a free glass of wine"). 50% of the sponsorship revenue is credited against your fee.

* With an estimated 90 piece/points-of-interest for your collection, we typically discuss a mutually agreeable rate, since the initial cost can be prohibitive. For collections of similar size in other cities (84 in one case, and 106 in another), we have created guides for the flat fee of \$5,000. For Coeur d'Alene, this would translate to a per-location fee of \$55.55.

The annual maintenance would similarly reduce to \$2,500.



4 Implementation Timelines

The Otocast platform is essentially a collection of guides, and each guide is a collection of "points-of-interest".

Each point-of-interest has five required attributes:

- <u>Name of the location</u> This is typically something very simple, such as "City Hall", "Mayo Hotel", or "Prairie Schooners". The name can also have an optional sub-title, such as a building address, or an artist attribution.
- <u>Descriptive Text</u> This text has no length limit, and can contain web links, phone numbers, and even embedded videos.
- <u>Photo</u> Although there is no limit to the number of photos that can be associated with the pointof-interest, one photo is required and is used as a representative thumbnail image for the location.
- <u>Location</u> Otocast uses latitude and longitude to place the associated pin location on the map. If
 you have a street address, we can derive the coordinates from Google Maps or a comparable
 service
- <u>Audio</u> As with the text and photos, there is no limit to the length of this audio. We utilize MP3
 audio files, but can convert from whatever format is convenient for you. We can also provide
 instructions to help record on a variety of devices, and can edit the files as necessary.

Once we have the content for each of the points-of-interest, the guide will be available in the Otocast app within one business day. Any updates and modifications to the guide are typically accomplished in the same day.

If you need the guide to be publicly available before we have all the necessary content, we can also include temporary 'placeholder' content (e.g., logos instead of site photos). Any/all content can be easily replaced and will be available the next time someone looks at the guide – no re-downloading of the app is required.

Although Otocast is a free download, consumers still expect it to work correctly and bug-free. Anything other than that will reflect poorly on you and your patrons.

Otocast has provided hundreds of guides over the years to users from nearly every state in the nation, and more than 105 countries, for both major mobile operating environments. We have done this without the need for paid technical support. Nevertheless our technical team monitors app performance for the slightest indication of technical issues so that we can address them and continue to offer a solid service. The advantage to you of our extremely large set of guides is that if a technical issue is ever identified by one guide, the issue is corrected for all guides.



5 Client Examples

The flexibility if the Otocast platform has allowed it to be used in a variety of applications, for a diverse audience of clientele. As of this writing, there are over 200 active Otocast guides, some of which are also in languages other than English (e.g., Spanish, German, Italian).

Some examples are:

Historic

- Preservation Austin (Texas) 84 locations throughout the city
- Historic Medora (North Dakota) 35 locations related to Theodore Roosevelt as well as the founding of the city
- Old Prairie Town (Topeka, KS) A replica 1800s town, with schoolhouse, blacksmith and botanic gardens
- Forest Home Farms Historic Park (San Ramon, CA) Early 1900s farm and homestead
- Historic Cortlandt various sites and locations throughout the Town of Cortlandt

Sculpture

- Pyramid Hill Sculpture Park (Hamilton, OH) Over 100 sculptures as well as an ancient artifact museum. Otocast also provides a guide for their Christmas-themed drive-through experience.
- Sculpture in the Orchard an annual sculpture exhibition located at an orchard in Easthampton, MA
- SculptureNow at the Mount an annual exhibition at Edith Wharton's estate in the Berkshires
- Bethany Arts Community (Ossining, NY) 4 locations of temporary and permanent art

Arts / Culture

- Quirky Kansas City a guide to 16 locations, across 16 cities in the KS metro area
- Culver City (CA) notable buildings, murals and art pieces throughout the city

Nature

- Columbia (MO) a guide to 10 historically notable trees
- Fundy Nature Trail (New Brunswick, Canada) lookout spots, vistas and natural formations along a 5 mile trail
- Chicago Tree Project bringing awareness to the blight caused by the emerald ash borer

Architecture

 Seaside (FL) – historic homes and pavilions highlighting the development of the new urbanism movement

Tourism / Economic Development / Other

- Seaside (FL) historic homes and pavilions highlighting the development of the new urbanism movement
- Brooklyn (NY) in conjunction with the Brooklyn Public Library, a literary walking tour



5.1 References

Please feel free to contact any of the following if you would like to learn more about the way we work with our customers.

Colorado Springs

Temporary and public art guides First project – 2016

Contact: Claire Swinford

Executive Director, Downtown Ventures

Downtown Partnership of Colorado Springs

O: 719-886-0088 | C: 719-201-1630

Claire@downtowncs.com

Merriam, KS

Historic guide and also KC area tourism First project – 2019

Contact: Karen Crane, Director Merriam Visitors Bureau // City of Merriam 913.403.8999 kcrane@merriam.org

Old Prairie Town

Replica 1800s town First project – 2021

Contact: John Bell

Recreation Program Supervisor

Great Overland Station & Old Prairie Town at Ward-Meade Historic Site

Direct: 785-251-6991 John.Bell@snco.us