

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

AMENDED AGENDA
VISION STATEMENT

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

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

May 5, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Charles Rieben: Church of Jesus Christ of Latter-day Saints

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation: Preservation Month - May 2026

Accepted by: Hilary Patterson, Community Planning Director

2. Presentation: Tubbs Hill Foundation Update

Presented by: Annette Brandvold, Tubbs Hill Foundation President

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

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 21, April 27, and April 29, 2026, Council Meetings.
2. Approval of Bills as Submitted.
3. Setting of a May 11, 2026, General Services Committee Meeting
4. Acceptance of Street Tree Easement from Cal Cars; 1818 N. 4th Street
As Recommended by the Urban Forester
5. Approval of SS-26-01c - Pinewood Condominiums: Final Plat
6. Approval of SS-25-15c - Interlake Condominiums Project Amendment No. 2: Final Plat
7. Approval of SS-25-13c - Vista Meadows Condominiums 1st Addition: Final Plat

As Recommended by the City Engineer

I. OTHER BUSINESS:

1. **Resolution No. 26-033** – Approval of the transfer of the Lease Agreement from Cancourse, LLC. to Inland Northwest Land Conservancy for a five-year term for the Cancourse.

**Staff Report by: Adam Rouse, Interim Parks and Recreation Director,
and Shane O’Shea, Trails Coordinator**

2. **Resolution No. 26-034** – Approval of a Memorandum of Understanding (MOU) with Coeur d’Alene Little League to reserve property at Canfield Sports Complex located at 5370 N. 15th Street for the construction of an indoor baseball facility.

**Staff Report by: Adam Rouse, Interim Parks and Recreation Director
and David Everson, Everson Powell Architecture and Design**

3. **Resolution No. 26-035** – Approval of a Contract with Poe Asphalt Paving, Inc. for the 2026 Chipseal Project, in an amount not to exceed \$883,288.00.

Staff Report by: Todd Feusier, Streets and Engineering Director

J. ADJOURNMENT

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



Coeur d'Alene CITY COUNCIL MEETING

May 5, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor
Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

PRESENTATIONS

PROCLAMATION

WHEREAS, historic preservation is an essential tool for managing growth and sustainable development, realizing neighborhoods, positively impacting the local economy, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people, including the original inhabitants and protectors of Coeur d'Alene - the Coeur d'Alene Tribe; and

WHEREAS, Coeur d'Alene's Historic Preservation Commission is partnering with the Museum of North Idaho and the Coeur d'Alene Press to do historic preservation outreach and education throughout the month of May; and

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

"PRESERVATION MONTH"

In Coeur d'Alene, Idaho, and ask the people to join their fellow citizens across the United States in recognizing and participating in this special observance through a variety of historic preservation activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 5th day of May, 2026.



Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk



1

Friends of Tubbs Hill Activity Report

David Taylor and David Yadon

2



Tubbs Hill Board 2026

Annette Brandvold, President
Jessica Bryant, Vice-President
Carla Redline, Treasurer
Jan Moseley, Secretary

3

Mission Statement

Tubbs Hill, Inc. is a non-profit association dedicated to the preservation of Tubbs Hill City Park as a unique and natural lakeshore forest typical of North Idaho while providing for compatible public use.

- **We act as advocates for the park**
- **We advise the city administration on issues pertaining to the park**
- **We support volunteer efforts, fund raising, community relations**

and other tasks as needed to achieve this goal.

4

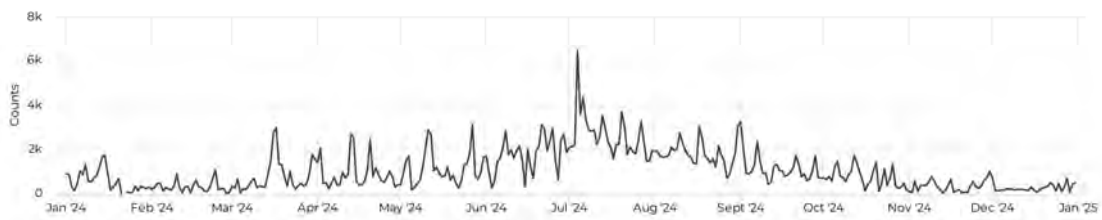
Park Use – 3rd Street Entrance

City of Coeur d'Alene 2024

January 1, 2024 – December 31, 2024

Total	Daily Average	Peak Day	Summer Daily Average
Total	Daily Average	Peak Day	06/01/2024 – 09/09/2024 Peak Day
387,027	1,060	Thursday Jul 4, 2024 6,474	Thursday Jul 4, 2024 6,474

Daily traffic



5

Fire Mitigation Through Hazardous Fuel Treatment

Western Fire Managers Grant Program

- Matching Funds
- 58.5 acres



6

Education

- School District
- LCHS field day
- KEA water festival
- Museum spring break kids camp
- CDA library walks



7

Hill Cleanup

3 recurring events

- Earth day
- 5th of July
- September

Daily pick up by community volunteers, including dog poop



8

Trail Work

Problem areas

- Safety
- Erosion
- Access

Worked with Parks Dept, WTA, INLC



9

Trail Work 2020-2025

Year	Total Volunteers	Hours	\$ Value *
2020	20	422	9,512
2021	24	264	5,963
2022	100	607	15,849
2023	90+	464	12,895
2024	135+	425	12,792
2025	125+	659	21,404
total	500+	2,841	\$78,415

- Major projects largely completed
- Corbin point next
- Moving to maintenance mode



Red Major erosion prone user trail closures
Yellow Significant tread maintenance.
Blue Major sustainable trail reroutes.

*Independent Sector <https://independentsector.org/research/value-of-volunteer-time/>

10

ANNOUNCEMENTS

CONSENT CALENDAR

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

April 21, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on April 21, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

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

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

INVOCATION: John Padula provided the invocation.

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

IDAHO GIVES WEEK: Councilmember English read the Proclamation declaring May 4-7, 2026 as Idaho Gives Week. Mr. Bill Pfinsgraff, Philanthropic Advisor of Idaho Community Foundation, accepted the Proclamation. He explained that Idaho Gives supports over 600 nonprofits statewide. He thanked the sponsors and donors as well as invited the community to participate in the kickoff event on Saturday, April 25, at McEuen Park.

NATIONAL FALLEN FIREFIGHTER MEMORIAL WEEK: Councilmember Gabriel read the Proclamation declaring April 26 – May 3, 2026 as National Fallen Firefighter Memorial Week. Interim Fire Chief Bill Deruyter accepted the Proclamation. He noted that the Coeur d'Alene Fire Department and Kootenai County Fire and Rescue will light their stations and community buildings red from April 26 to May 3 in honor of fallen firefighters as part of the national Light the Night campaign. He invited the community to participate by displaying red lights and mentioned that there will be a Red Light Bulb Giveaway at CDA Lowes on April 25.

LIBRARY ANNUAL REPORT: JD Smithson, Library Communications Coordinator, noted that 2025 was a strong year focused on community engagement, welcoming spaces, and organizational excellence, highlighted by the successful “Show Your Library Love” campaign funded by the Friends of the Library. Major accomplishments included transitioning to a new regional consortium, upgrading technology and furnishings, improving accessibility and signage, expanding community-led programming, and strengthening partnerships. Usage reached record levels with 229,837 in-person visits, 320,018 website visits, 340,136 items borrowed, and 40,525

program attendees across all age groups. Support from the Friends of the Library and the Library Foundation contributed significant volunteer hours and funding, while the library was also recognized as Best Library of North Idaho, reflecting strong community support and staff dedication.

POLICE DEPARTMENT ANNUAL REPORT: Interim Police Chief Dave Hagar noted significant public safety gains, including a 23.74% reduction in serious (Part One) crimes last year and a 76.20% reduction since 2014, resulting in roughly 1,600 fewer victims annually compared to a decade ago. Calls for service increased to about 39,552, reflecting strong community trust and engagement. The department emphasized data-driven policing supported by crime analysis, alternatives to arrest such as citations and diversion and the vital role of professional staff, volunteers, and code enforcement. Key successes included effective community partnerships, major cases solved with public assistance, proactive downtown policing that reduced serious crime to historically low levels, expanded community outreach programs, and progress on a new training facility to enhance officer safety, professionalism, and accountability.

Councilmember Wood praised the Police Department's Annual Report and credited the officers and staff for their hard work. She stated that Coeur d'Alene has gained national recognition for its low crime rates and asked Mr. Hagar to explain intelligence-led policing. Mr. Hagar explained that the Department analyzes detailed data such as who is committing crimes, where and when patterns emerge, and how trends develop; using tools such as field interviews, body-camera footage, and community-provided video to deploy officers strategically. This targeted, data-driven approach allows the Department to disrupt crime efficiently, often before patterns escalate, and has drawn interest from agencies across the Pacific Northwest seeking to replicate Coeur d'Alene's success.

LEGISLATIVE UPDATE: City Attorney Randy Adams provided an overview of the final outcomes of the 2026 legislative session, highlighting major bills affecting public safety, local government operations, land use, libraries, elections, taxation, and municipal authority. Key actions included measures expanding benefits for fallen and catastrophically injured public safety officers; honoring Battalion Chiefs Frank Harwood and John Morrison; changes to building inspection timelines, school facility permitting, e-bike regulations, and open-meeting recording rights; amendments impacting library governance and children's library protections; clarification of flag-display rules; and resolution of long-running tribal water rights litigation affecting Lake Coeur d'Alene. Mr. Adams also noted legislation affecting cash rounding practices, homemade food regulation, restroom access in public buildings, election filing procedures, and concerns over ongoing constraints on city revenue growth from prior tax legislation.

PUBLIC COMMENTS:

Alice Nielsen, Coeur d'Alene, shared a personal reflection on poaching, explaining how an essay she wrote at school led her to speak about wildlife protection and community responsibility. She described poaching as a serious issue that occurs locally and disrupts wildlife populations. Ms. Nielsen emphasized that hunting laws exist to ensure balance, fairness, and respect for wildlife, and that poaching undermines ethical hunters and future generations. She noted the importance of education and awareness, especially in schools, to help people understand the consequences of

poaching, concluding that protecting wildlife reflects the kind of community we choose to be and that prevention is the only way to preserve what cannot be replaced.

Deborah Rose, Kootenai County, noted strong support for the appointment of Dave Hagar as Police Chief, citing his character, leadership, and deep understanding of the unique challenges of policing in North Idaho. She credited Mr. Hagar with helping significantly reduce crime while serving as second-in-command, maintaining public safety during large tourist events, and successfully managing serious incidents without injuries. She emphasized Mr. Hagar's professionalism, accountability in handling disruptive behavior, strong community relationships, and broad support from the Coeur d'Alene Police Officers Association.

Steven Macaskill, Coeur d'Alene, urged the Council to consider internal continuity when appointing a new Police Chief. He stated that the Coeur d'Alene Police Department is performing at a high level, citing significant crime reductions, strong morale, minimal controversy, and broad community trust as indicators of success. He stated that when a department is stable and effective, promoting from within helps preserve morale and continuity.

Sara Ferris, Coeur d'Alene, expressed deep gratitude to police officers for their service to the community. Drawing on her years working with children, seniors, and working residents, she highlighted the lack of affordable, accessible public transportation between Coeur d'Alene and Spokane as a growing challenge, particularly for seniors, commuters, and families seeking employment, healthcare, education, and entertainment opportunities. She asked the City to explore future solutions, such as a potential shuttle bus connection to Liberty Lake.

Pam Lohman, Coeur d'Alene, requested City Council support for prioritizing repairs to Tubbs Hill Drive, describing it as a critical access route for residents, visitors, city maintenance, and emergency services that have seen sharply increased use. Citing more than 160,000 visits in 2025 from the east trailhead and over 200,000 annual visits from the 3rd Street entrance, Ms. Lohman outlined safety and environmental concerns including deteriorated pavement, potholes, erosion, poor drainage, lack of signage, and impacts to Lake Coeur d'Alene. She asked for a comprehensive evaluation and repair plan addressing resurfacing, drainage improvements, edge stabilization, speed limits, and trail-crossing signage. Mayor Gookin stated that this issue is on the City's radar; he spoke with the City's Streets and Engineering Director and was informed that they will conduct a traffic count to better understand roadway use. He also discussed this concern with the City's Trails Coordinator/ Urban Forester who indicated that resurfacing Tubbs Hill Drive would be costly due to required engineering considerations, though further evaluation is needed to determine next steps.

Chris Seaberg, Coeur d'Alene, stated additional safety concerns along Tubbs Hill Drive, particularly the unmonitored and heavily used stretch between the trail crossing and the cul-de-sac where the official trail begins. He noted that trail counters do not capture this "de facto trail" use and recommended that any traffic study be conducted during the summer months, when traffic volumes, speeds, and safety risks are highest. He raised concerns about pedestrians unexpectedly entering the roadway, especially visitors unfamiliar with the area, combined with excessive vehicle speeds on a narrow gravel road with blind corners. Mr. Seaberg recommended posting a reduced

speed limit, adding advance trail-crossing signage for drivers, and improving overall awareness to reduce risk and prevent future accidents.

Don Craft, Coeur d'Alene, reaffirmed the Coeur d'Alene Police Association's endorsement of Dave Hagar for Police Chief. He reported that following interviews with the final four candidates, the Association conducted a membership vote with an 85% turnout, resulting in overwhelming support for Mr. Hagar. Mr. Craft emphasized the Association's appreciation for being included in the selection process and its long-standing, positive relationship with City Council, noting officers' desire to continue the department's successful work under the leadership of Mr. Hagar.

Daniel Haley, Coeur d'Alene, offered strong support for Mr. Hagar's appointment as Police Chief. He highlighted Mr. Hagar's role in translating strategic direction into effective department-wide leadership, leading by example, maintaining strong relationships with officers, and earning their loyalty and trust. He described Mr. Hagar as a trusted advisor during critical incidents and emphasized that while other candidates are qualified, Coeur d'Alene does not need a rebrand but a "refresh," which he believes Mr. Hagar uniquely provides.

Mike Gridley, Coeur d'Alene, spoke in opposition to the appointment of Dave Hagar as Police Chief, emphasizing that honesty, integrity, and fair treatment of employees are essential qualities for department leadership. He referred to a pending federal court lawsuit alleging that Mr. Hagar and former Police Chief White expressed dissatisfaction with another Captain for telling the truth during an internal investigation and that retaliation and harassment followed when that Captain refused to provide untruthful answers. Mr. Gridley noted that, according to investigation findings cited in the lawsuit, both former Chief White and Mr. Hagar received letters of expectation addressing issues such as teamwork, acceptance of administrative decisions, improper audio recordings without consent, and interdepartmental cooperation. He urged Council to consider these allegations and findings carefully when evaluating Mr. Hagar's qualifications for the role of Police Chief.

Lee White, Rathdrum, spoke in strong support of Mr. Hagar's appointment as Police Chief, emphasizing his integrity, experience, and proven leadership. He credited Mr. Hagar with championing many of the programs and practices that have contributed to the Police Department's low crime rates, strong community trust, unbiased policing, and effective handling of high-profile incidents. He highlighted Mr. Hagar's education, administrative skill, and reputation for honesty, noting that integrity is central to effective policing leadership. He asked the Council to recognize the Department's current success, the broad support from officers and the community, and the importance of continuity.

Stu Miller, Coeur d'Alene, spoke in strong support of Mr. Hagar stating that his impact since joining the Coeur d'Alene Police Department has been greater than that of many past leaders combined. He credited the leadership changes brought by Mr. Hagar and former Chief Lee White as transformative and described Mr. Hagar as one of the smartest and most trusted colleagues he knows. Mr. Miller emphasized that Mr. Hagar is the person he turns to for guidance, expressing full confidence in his leadership and encouraging the Council to recognize his contributions and continued value to the community.

ANNOUNCEMENTS:

Councilmember Miller invited the community to celebrate the City of Coeur d'Alene's 42nd consecutive recognition as a Tree City USA by the National Arbor Day Foundation. The annual celebration will be held on Friday, April 24, at City Park from 10:00 a.m. - 12:00 p.m. and Saturday, April 25 from 12:00 – 2:00 p.m. at the Molstead Library, North Idaho College parking lot, featuring tree seedling giveaways, food, and additional activities.

Councilmember Wood shared that the Parks and Recreation Commission met the previous evening and reviewed several agenda items that will be forwarded to Council for consideration at the May 5 meeting. One item was tabled to allow time for additional information and input from police and fire staff before returning to the Commission and moving through the General Services Committee process. She also noted ongoing efforts to review park usage and commended Interim Parks Director Adam Rouse for his leadership and the positive feedback received from the community.

Councilmember English, serving as Council Liaison to the Library Board, reported that recent library meetings have been productive and reflected strong community engagement. He also shared a message received earlier that day from a resident who planned to watch the Council meeting and expressed appreciation for the respectful way Council members interact, adding that the resident prays daily for the City and its people.

Mayor Gookin clarified the Police Chief appointment items on the agenda, explaining that Council had previously agreed that the responsibility to make the appointment rested with Interim City Administrator Ron Jacobson, whose initial nomination of Greg Yeager did not receive Council approval. Following that vote, the intent was to defer the decision to the next City Administrator; however, at the request of Councilmembers, the matter was revisited. Also, at the request of Councilmembers, Mayor Gookin placed Dave Hagar on the agenda, making that appointment through Idaho statute. He noted that he will not be voting on this item, stating that under state law he does not have authority to break a tie on this type of appointment. He further expressed a desire for Council to reach consensus to avoid another split decision. Councilmember Evans asked whether a 3–3 vote would result in a failed motion. Mr. Adams clarified that a 3–3 tie constitutes a defeat of the motion, as a tied vote means the motion does not pass.

Mayor Gookin shared an obituary honoring Kenneth Earl Timmons who served at the Coeur d'Alene Police Department beginning June 1971, dedicating three decades of service and retiring as a respected Police Captain in June 2002. He recognized his many years of dedicated service to the community and expressed condolences to his family and loved ones during this difficult time.

Mayor Gookin requested the appointment of Bruce Martinek to the Urban Forestry Committee.

MOTION: Motion by Gabriel, seconded by Miller, to confirm the appointment of Bruce Martinek to the Urban Forestry Committee. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the April 7, and 13, 2026 Council Meetings.
2. Approval of Bills as Submitted.

3. Approval of Financial Report.
4. Approval of an Outdoor Eating Permit for Kevan Turner, Lantern Donuts, 519 E. Sherman Avenue, 12 seats

MOTION: Motion by Evans, seconded by Miller, to approve the Consent Calendar as presented.

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

Motion carried.

RESOLUTION NO. 26-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LETTER OF AGREEMENT WITH KEENAN JOHNSON FOR COMMERCIAL USE OF CITY STREETS FOR RECREATIONAL TRANSIT.

STAFF REPORT: Deputy City Clerk Kelley Setters noted that on May 7, 2025, City Council approved an agreement with Keenan Johnson, owner of Paddle Pub CDA LLC, to operate commercial recreational transit on City streets through October 31, 2025. Mr. Johnson has requested approval to continue trolley pub services from May 1 through October 31, 2026 through a new Letter of Agreement. The proposed operations include tours with a maximum capacity of 16 passengers, operating daily between 8:00 a.m. and 10:30 p.m., beginning and ending at Jeremiah Johnson Brewing Company, with scenic and historical routes throughout the city. Additional adults-only tours will visit several local establishments, with no alcohol provided by the operator. City departments have reviewed the request and expressed no concerns, and the proposal complies with Municipal Code Chapter 5.18 regarding commercial use of City streets, including required insurance and the City's ability to impose conditions or revoke the permit if necessary.

DISCUSSION: Mayor Gookin asked for clarification regarding the portion of the pub tour traveling through residential areas, specifically along 5th Street. Ms. Setters confirmed that this routing is unchanged from last year and is necessary due to 4th Street being one-way northbound. She noted that the operation received only one complaint last year from a resident on Montana Avenue, which was promptly resolved. She also confirmed that Police, Fire, and Streets Departments were notified and they have no comments.

Councilmember Miller shared personal feedback after participating in one of the tours, noting she was impressed with how respectful the operation was toward neighbors, particularly regarding music, traffic, and noise. She described the experience as positive, enjoyable, and well-managed.

MOTION: Motion by Miller, seconded by Gabriel, to approve **Resolution No. 26-032** - Authorizing a Letter of Agreement with Keenan Johnson and Paddle Pub CDA, LLC, for commercial use of the City streets for recreational transit.

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

Motion carried.

MAYOR REQUESTS APPROVAL OF THE APPOINTMENT OF DAVE HAGAR TO THE POSITION OF POLICE CHIEF

DISCUSSION: Mayor Gookin noted that there has been discussion on social media that the reason this appointment has become contentious is because Dave Hagar lied. He cautioned Council that no allegation that Mr. Hagar lied should be repeated or relied upon as fact unless and until it has been properly investigated and substantiated. The allegation should be referred to an appropriate internal process and Mr. Hagar should be given notice of this concern and an opportunity to respond. He emphasized that due process must be afforded and that, if Council ultimately chooses not to appoint Mr. Hagar, the decision should be based on lawful, evidence-based, and non-defamatory reasons rather than rumor.

MOTION: Motion by Wood, seconded by English, to approve the appointment of Dave Hagar to the position of Police Chief.

DISCUSSION: Councilmember Evans inquired on the appointment process and its legality, noting that the current action appears to deviate from the process originally established when interviews for the Police Chief position began. She requested guidance from City Attorney Randy Adams, and asked for a legal opinion on how Council should proceed.

Mayor Gookin explained the Mayor's appointment authority under Idaho statute, which grants him power to appoint city officers as necessary for efficient city operations. This is used in cities that do not have a City Administrator to make those appointments, as no other official has the authority to make those appointments outside of the Mayor, especially in a small city that doesn't have a City Administrator. The City of Coeur d'Alene does not have any city code that says that authority has been removed. The City has established the position of City Administrator by code, and Council approved the job description by Resolution, that transfers appointment authority of department heads to the City Administrator. Mayor Gookin referenced the Association of Idaho Cities manual on appointments. He further explained that Idaho law does not allow the Mayor to break a tie vote on this type of appointment and noted that he consulted with Mr. Adams by email and provided him examples showing when the Mayor cannot do it, but no examples when the Mayor may do so. Mayor Gookin added that the item would not have been placed on the agenda if it were not legal.

Mr. Adams explained that Rule 26 of the City's Personnel Rules, adopted by Council, clearly states that department heads are appointed by the City Administrator, and Council does not vote on those appointments; the Police Chief is expressly defined as a department head. He confirmed that when the Mayor consulted him last week about Idaho Code § 50-204 whether it will support his appointment of a Police Chief, he reviewed statutes and provided the Mayor with a detailed analysis and his conclusion is that it does not grant the Mayor authority to appoint a Police Chief or other department heads, nor does it provide Council with confirmation authority for such appointments. The next day, he also provided the Mayor with a case from the Idaho Supreme Court decision in *Bunt v. City of Garden City*, which held that the legislature intentionally removed police officers, including police chiefs, from the category of officers subject to mayoral appointment with Council approval. Garden City has made the Police Chief position an appointed officer and so the Supreme Court held the Idaho Code § 50-204 applied to Garden City. Mr. Adams further noted

that while some cities, such as Meridian, allow mayoral appointments of department heads by their city code, Coeur d'Alene has designated the Police Chief as a department head, not an appointed officer, and has given the power to appoint department heads solely to the City Administrator. Mr. Adams stated that the appointed officers in Coeur d'Alene are the City Clerk, City Treasurer, City Attorney, and City Administrator. He also consulted with the Idaho Municipal Attorneys Association and noted their agreement that under Idaho Code § 50-204, a Mayor may not appoint a department head unless the City has specifically designated that position as an appointed official pursuant to Idaho Code § 50-204. Accordingly, the Legal Department's opinion is that a mayoral appointment of the Police Chief would violate both the City's adopted Personnel Rules policy and Idaho Code § 50-204.

Mayor Gookin argued that the core issue before Council is a broader power dispute within City Hall, that the long-standing conflict between the Mayor and the City Attorney has influenced this Police Chief appointment process. He contended that the City Attorney did not provide advice but exceeded his authority by vetoing the Mayor, and stated his lack of authority through reliance on Personnel Rules policy. He maintained that he has statutory authority to make an appointment, expressed loss of trust in the City Attorney's legal advice, and disclosed that he has hired a private counsel. Mr. Adams explained that he provided legal opinion based on what the law says. Mayor Gookin maintained that he has the legal right to make the appointment for Police Chief. He proceeded to inquire whether individual Councilmembers had been contacted by Mr. Hagar and the Police Association, and whether those contacts were returned.

Councilmember Gabriel stated he has not been contacted by Mr. Hagar, though the Police Association reached out to him. He has not responded in order to avoid worsening an already difficult situation and to respect both the Association and the process. He clarified that they were not instructed to avoid communication but were presented with options and he made a personal decision accordingly. He reaffirmed his strong commitment to the Police Department and the City and emphasized that he has no intention of disrespecting the department or harming Mr. Hagar's reputation. Councilmember Miller stated that she was contacted but did not reach out. She commented that the situation felt highly unusual like a cross examination. She expressed concern that this approach conflicted with earlier assurances that the discussion would not involve defaming individuals or engaging with background noise. Councilmember Evans stated she was contacted by both parties. She met with the Association's President two weeks ago over coffee. She was contacted by Mr. Hagar the previous evening, but she was attending a meeting and replied by text. Councilmember Wood confirmed that she was contacted by the Association. She stated that throughout her time as an elected official, she consistently returns calls and meets with members or representatives of associations and unions, including the Police, Fire, and Lake City Employees Association. Councilmember Sheckler stated that he met with the Police Association representatives Don Craft and Johann Schmitz and had an in-depth discussion. He noted that he has not been contacted by Mr. Hagar, Mr. Yeager, or any of the applicants, and likewise has not reached out with any of them. Councilmember English acknowledged receipt of the Police Association's memo and has spoken with Mr. Hagar.

Councilmember Sheckler noted the Mayor's disagreement with the City Attorney's legal opinion regarding the Mayor's authority to make appointments. He asked whether the Mayor accepted the City Attorney's legal opinion and if he rejected it, whether he would seek independent legal

opinion. Mayor Gookin responded that he obtained an independent legal opinion concluding he has full statutory authority to make appointments and that city Personnel Rules and Resolutions do not supersede state statutes, noting no city code conflicts exist. Councilmember Sheckler asked whether the said legal opinion referenced was truly independent, noting that attorneys make a decision based on who their client is. He inquired whether the legal opinion provided reflected an objective, independent analysis of the law or provided as an advocate for a client. Mayor Gookin stated that his question was focused on whether the statute grants the Mayor authority to make appointments. He noted that this interpretation is supported by the Association of Idaho Cities' Mayor Manual, which outlines and affirms the Mayor's appointment authorities. Councilmember Sheckler asked about sharing the legal opinion publicly or with Council, Mayor Gookin stated it remains protected by attorney-client privilege wherein he is the client. He indicated he is open to consider obtaining an independent legal opinion for the City as the client.

Councilmember Wood referenced a past precedent on city personnel rules versus state law. She noted that in 2014, when former Police Chief Lee White was hired, a similar situation occurred in which former Mayor Steve Widmeyer made the appointment while the City was operating under an interim City Administrator. Mayor Gookin clarified that Mayor Widmyer did not formally make the appointment but instead made the offer. He noted that the Council vote at that time was to authorize to make an offer, not a direct appointment, so the current situation is different.

Councilmember Gabriel stated that he does not, under any circumstance, wish to work against the Mayor and asked that any such perception be dismissed. He inquired why a Council vote was necessary if the Mayor has the appointment authority. Mayor Gookin explained that the statute provides that the Mayor may make appointments with the approval of the Council, which is why the matter is being brought forward for a vote. He added that, unlike appointments made by a City Administrator, the statute assigns appointment authority to the Mayor in the absence of an Administrator, and that personnel rules and resolutions do not override state law. He expressed concern that a potential "no" vote of Council would be based on the belief that the Mayor lacks authority, a question he felt the public deserves to know whether the Mayor has statutory appointment authority and whether a City Attorney has veto power over an elected mayor.

Councilmember Miller stated that she did not view the City Attorney's response as a veto, but rather as an answer to a question supported by specific facts. She then asked why a Council vote was required for the City Administrator's appointment of a Police Chief if such approval was not otherwise necessary. Mayor Gookin explained that the contract with Mr. Jacobson required Council approval due to concerns about allowing an interim City Administrator to make unilateral hiring decisions. He stated that the purpose of this requirement was to ensure a structured process and appropriate oversight. He emphasized that he and Mr. Jacobson are aligned on following that process.

Councilmember Miller stated that she had a conversation with the President of the Police Association and noted that Mr. Hagar contacted her to discuss rumors, but the call occurred during a meeting on an already full day. She chose not to engage, stating she did not want to participate in gossip or speculation and did not believe such a discussion would be productive. She added that she is unaware of the background issues until later email exchanges.

Mayor Gookin urged Council to base their decision solely on facts and not on rumors. He referred to a letter to Council from Peter Erbland of Lake City Law, an attorney affiliated with the City's insurance provider, who described his professional experiences with Mr. Hagar and praised his attention to detail, investigative skill, and contributions to effective risk management within the Police Department. Mayor Gookin also expressed strong personal support for Mr. Hagar. He stated that while he would appoint him if he had sole authority, he wanted to ensure consensus from Council and urged them not to use legal authority concerns as a basis to dismiss this agenda item.

Councilmember Wood explained that her motion to appoint Dave Hagar as Police Chief was based on overwhelming positive testimony regarding his leadership, professionalism, and reputation among officers, other agencies, and the community. She urged the Council to do what they believe is right. Mayor Gookin stated that he will support the Council's decision and emphasized that decision-making authority rests with the Council. He expressed hope that the outcome chosen will be in the best interest of the City.

Councilmember Sheckler read his prepared statement recognizing the service and dedication of the Police Department and acknowledging the strong internal support for Mr. Hagar, emphasizing that no criticism of his character or service to the community was intended. He explained that he previously voted against the City Administrator's recommendation as he needed more time to gather more information, including input from prosecutors, the Police Officers Association representatives, and other officers to ensure that his decision was informed and thoughtful. Councilmember Sheckler stated that while Mr. Hagar is well qualified, the Council's responsibility is to act in the best interest of the City and not to choose the most popular option, consistent with its long-standing governance structure in which the City Administrator hires department heads. Ordinarily, Council is not involved in the approval process. This structure exists for a reason. It separates policy making from operational control and ensures that the City is managed by a coordinated administrative team. Department heads must work closely with Legal, Human Resources, and other departments, and the City Administrator is responsible for coordinating those efforts. For that reason, Councilmember Sheckler stated that he placed significant weight on the interim City Administrator's recommendation and the interview panel to maintain organizational cohesion. He also raised concerns about the representations made by the Mayor about an independent legal opinion from his attorney and the concerns he raised earlier regarding the City Attorney. He expressed confidence in the City Attorney's legal analysis and pointed out that it is grounded in case law, statutes, and city policy. He stated that he is open to the possibility if the Mayor would want to obtain an independent legal opinion.

Mayor Gookin commented that the case law that Mr. Adams mentioned earlier specifically addressed termination matters governed by city code rather than appointment authority established by statute. He added that of the seven Idaho cities larger than Coeur d'Alene, six operate with a full-time Mayor and no City Administrator, and in those cities the Mayor makes appointments with Council approval.

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

CITY ADMINISTRATOR REQUESTS APPROVAL OF THE APPOINTMENT OF GREG YEAGER TO THE POSIITON OF POLICE CHIEF

DISCUSSION: Councilmember Wood explained that she would not support Mr. Yeager’s nomination, citing the preference of the community and the Police Association. She expressed concern that it would be difficult for Mr. Yeager to accept a role without the support of the leadership.

Councilmember Miller acknowledged Councilmember Wood’s valid concerns. She noted that Mr. Yeager did not have the same opportunity as Mr. Hagar to receive visible public support, submit letters, or what seemed to be a second round of public comment on his credentials. She explained that her perspective is informed by her role as a member of the interview panel and emphasized that she, along with the other panelists, has the utmost respect for Mr. Hagar. She added that based on the resume, interview process, and overall discussions, the majority of the interview groups ranked Mr. Yeager highest. Councilmember Miller expressed confidence that bringing in fresh ideas and new experience would continue moving the Police Department in a positive direction, while maintaining belief in the Department’s integrity and leadership continuity. She emphasized that her decision was based solely on professional judgment and what she believed is best for the City of Coeur d’Alene.

Mayor Gookin stated that he worked to support smoother relationships at City Hall between the Police Department and Legal Department but expressed concern that appointing a new leader could perpetuate the same pattern of allegations, rumors, and retaliation. He warned that the City faces a choice between bringing in someone who may be subjected to those same dynamics or someone who might capitulate under them, concluding that the outcome of that decision rests with the Council.

MOTION: Motion by Sheckler, seconded by Evans, for the approval of the appointment of Greg Yeager to the position of Police Chief.

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

RECESS: Mayor Gookin called for a recess at 8:24 p.m. The meeting reconvened at 8:29 p.m.

(LEGISLATIVE) V-26-01, VACATION OF A PORTION OF 8TH STREET RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY OF LOT 7, BLOCK 2, KELLER’S ADDITION

COUNCIL BILL NO. 26-1007

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY LOCATED IN THE KELLER’S ADDITION TO COEUR D’ALENE PLAT, RECORDED IN BOOK “B” OF PLATS AT PAGE 114, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS A TEN FOOT (10’) WIDE STRIP OF LAND BEING A PORTION OF 8TH STREET RIGHT-OF-WAY ADJOINING THE WEST

BOUNDARY OF LOT 7, BLOCK 2 SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Streets and Engineering Project Manager Dennis Grant explained that the applicants, Michael and Allyson Sterling, are requesting the vacation of a portion of 8th Street right-of-way that adjoins the west boundary of their property on the northeast corner of 8th Street and Hastings Avenue. The purpose is to vacate a 10-foot-wide portion of 8th Street along the west boundary of the adjacent property. This section of 8th Street is already developed to its ultimate width, and the excess right-of-way, within an existing 80-foot corridor where 60 feet is standard. All utilities are in place, the Development Review Team has been notified, and the vacation would have no financial impact on the City. Mr. Grant noted he sent out 47 certified mailings and received one response that is in favor of the requested vacation.

PUBLIC TESTIMONY: Mayor Gookin opened the public testimony portion of the hearing.

Kathy Kincel, Coeur d'Alene, spoke in opposition to vacating a portion of 8th Street to a single property owner. She explained that 8th Street is a wide, dead-end street with landscaped buffer strips and tree lines and currently lacks a sidewalk in the area under consideration. She expressed concern that vacating to one homeowner would set a precedent for many other property owners along the street, effectively giving away public land without having to pay for the property at current market value. She also raised concerns about increased density and traffic impacts.

Councilmember Miller asked whether sidewalks exist on the block in question. Ms. Kincel responded that there are no sidewalks on that specific block, which includes only a few homes within the dead-end area near Bryan Elementary School and is primarily used for drop-off access rather than general public travel. She noted that garage expansions are more common in that limited area.

With no additional comments received, Mayor Gookin closed public testimony.

DISCUSSION: Mayor Gookin asked Mr. Grant to clarify concerns about whether a property owner was gaining public land without payment. Mr. Grant explained that under state code, property that was originally dedicated to the public during the platting process, in this case dating back to 1905, cannot be sold by the city. Instead, if such property is vacated, the law requires it to be returned to the current adjacent property owner. He noted that because the land was originally dedicated to public use rather than purchased by the City, the City is required to follow state law and vacate it back to the property owner rather than sell it. He added that vacating the property does involve costs for the applicant, including a \$1,000 application fee and expenses associated with hiring a consultant to prepare exhibits, coordinate with the title company, and complete required notifications. He noted that staff sent 47 certified mailings at a cost of \$11.37 each as part of the process. Mr. Grant also clarified sidewalk conditions, stating that while some areas of the street have sidewalks and others do not, the subject block does not currently have a sidewalk. He

added that sidewalk requirements may be addressed in the future if additions or improvements are made to the property under applicable code requirements.

Councilmember Sheckler asked whether vacating the right-of-way would change setbacks and Mr. Grant explained that the right-of-way along that portion of 8th Street is unusually wide, approximately 80 feet, dating back to the original 1905 plat, possibly reflecting a past plan for a larger thoroughfare. Councilmember Sheckler raised concern that vacating the right-of-way could disrupt the continuity of the landscaped planting strip along the street. Mr. Grant responded that sidewalks would remain within the standard 60-foot right-of-way and that the vacation only affects excess right-of-way present for several blocks within the original subdivision. He noted that similar vacations have already been approved for two nearby properties and that sidewalk presence varies along the corridor. He added that while such requests are not frequent, several have been considered recently in different locations around the city.

Councilmember Gabriel asked how frequently the City processes this type of request. Mr. Grant responded that such cases are relatively uncommon, noting one instance occurred about a year ago, while in earlier years there had been a much higher volume. He added that in the current year there are two active cases, with discussions underway on an additional two to three requests, bringing the potential total to four or five.

Councilmember Miller asked how vacating the right-of-way would affect sidewalk requirements, noting previous discussions about mandatory sidewalks in school zones when permits are pulled. Mr. Grant responded that while the subject property currently does not have a sidewalk, there remains adequate space for one within the remaining right-of-way. He explained that whether a sidewalk would be required depends on the nature of future improvements and applicable policies and standards, but the vacation itself would not prevent a sidewalk from being installed if required.

Councilmember Wood asked how vacating the right-of-way would benefit the City. Mr. Grant explained that the primary benefit would be increased tax revenue, as the vacated property would return to the tax rolls. He added that although some property owners request these vacations, many choose not to pursue them because they do not want to assume maintenance responsibilities or incur additional property taxes.

MOTION: Motion by English, seconded by Miller, to dispense with the rule and read **Council Bill No. 26-1007** once by title only.

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

MOTION: Motion by Evans, seconded by Miller, to adopt **Council Bill 26-1007**.

DISCUSSION: Councilmember Miller stated that even if the right-of-way is vacated, there would still be sufficient space to install a sidewalk if needed, and therefore the City would not lose a functional public use. She noted that the property does not serve another practical purpose and concluded that retaining it offers little benefit to the City. In contrast, vacating the property would benefit the landowner and allow the City to gain additional tax revenue.

Councilmember English noted that he frequently drives this route on the way to his office and occasionally choose it instead of an alternate street, describing it as a scenic route.

Councilmember Sheckler explained that what makes the route scenic is the neighborhood design, including sidewalks set farther back from the street, wider building setbacks, and homes spaced further apart. He expressed concern that vacating the right-of-way could disrupt the visual continuity and character of the neighborhood, noting that while he appreciates staff's explanations, he remains cautious about potential long-term impacts to the area's cohesiveness.

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

RECESS: Motion by Evans, seconded by Gabriel, to recess to April 27, 2026 at 12:00 noon in the Library Community Room, located at 702 E. Front Avenue for a Budget Workshop. **Motion carried.**

The meeting ended at 8:47 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

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

April 27, 2026

The Mayor and Council of the City of Coeur d'Alene met for a workshop at the Coeur d'Alene City Library Community Room on April 27, 2026, at 12:00 p.m., there being present the following members:

Dan Gookin, Mayor

Amy Evans) Members of Council Present
Dan Sheckler)
Dan English)
Kiki Miller)
Christie Wood)
Kenny Gabriel) Member of Council Absent

DEPARTMENT HEADS PRESENT: Ron Jacobson, Interim City Administrator; Renata McLeod, City Clerk/ Municipal Services Director; Ted Lantzy, Building Official; Katie Ebner, Finance Director; Bill Deruyter, Fire Deputy Chief; Melissa Tosi, Human Resources Director; Elizabeth Westenburg, Library Director; Adam Rouse, Interim Parks and Recreation Director; Hilary Patterson, Community Planning Director; Ryan Hunter, Chief Deputy City Attorney; Dave Hagar, Interim Police Chief; Todd Feusier, Streets and Engineering Director; Mike Anderson, Wastewater Director; and Kyle Marine, Water Director.

CALL TO ORDER: Mayor Gookin called the meeting to order. He noted that the purpose of the meeting was to provide an opportunity for the Council to discuss Fiscal Year 2026-2027, including goals and priorities. He added that department heads are present if there are specific questions about their respective departments.

PRESENTATION ON BUDGET UPDATE: Finance Director Katie Ebner provided an update on the FY 2024-2025 general fund actuals, current year general fund budget-to-actual analysis, and multi-year general fund financial projections. Preliminary audit figures, with the audit expected to conclude in late May or early June and return to Council for approval at the June 16 meeting, indicate a \$1.65 million use of fund balance, which is significantly better than the originally budgeted \$4 million deficit. For the current fiscal year, spending patterns are tracking consistently with normal seasonal trends, with personnel costs comprising the majority of expenditures and being relatively predictable despite vacancies and anticipated summer impacts from increased tourism on EMS and police staff. Overall, the General Fund is on track, the mid-year focus remains on financial stability and monitoring potential risks, and no Council action is recommended for the current year budget at this time. Current savings in wages and benefits may reduce operational deficit from \$1.8 million to \$ 1.1 million. Key items being monitored include Fire Department constant staffing, intergovernmental revenues and grant reimbursement, overtime trends in key departments, and staffing levels and vacancy projections. Fire Department overtime

related to constant staffing is down 23% year to date following the addition of new firefighter positions, with further improvement expected as more hires are trained and deployed. Intergovernmental revenues, such as state-shared liquor tax, remain variable and are closely monitored. The General Fund 2026 budget for wages and benefits is \$47.8 million with \$24.4 million actual spent from October through March. Projected wages and benefits for the remainder of the fiscal year reflect continued savings driven by current staffing vacancies, resulting in an estimated total of \$47.0 million, an estimated potential savings of \$725,498.00 from general fund wages and benefits could reduce the General Fund operational deficit from \$1.84 million to about \$1.12 million for the year; however, these savings are not ongoing, as they depend on fluctuating vacancy levels and must be recalculated annually. Looking ahead, multi-year projections for FY 2026 assume \$56.8 million in revenue and \$58.7 million in expenditures, resulting in a \$1.1 million annual shortfall and ending reserve level at 28% which is above the GFOA-recommended 25% minimum. Assumptions for future years include modest annual revenue growth from property taxes and foregone taxes and average annual personnel cost increases of \$1.3 million. For FY 2027, the General Fund is projected to have a \$1.9 million annual shortfall. FY 2028 shows a similar shortfall due to projected property tax growth roughly matching anticipated personnel cost increases. By FY 2029, despite slightly higher levy growth, continued cost pressures would lower reserves to about 17.16%.

Councilmember English noted that while a 25% fund balance is considered the recommended “gold standard,” there has historically been comfort operating closer to the 15% range, provided the trend does not continue downward. Ms. Ebner replied that the primary concern is the presence of an ongoing structural deficit, which could accelerate fund balance depletion if unexpected costs arise. Councilmember English mentioned about school districts commonly using bridge or tax-anticipation financing to manage cash flow. City Administrator Ron Jacobson noted that while it used to be the norm some years ago, most of the cities are now in a position that has become an issue. He raised concern about the uncertainty of long-term revenue projections given the impact of state legislative actions that can significantly reduce City revenues and are difficult to forecast. Ms. Ebner emphasized that while many revenue factors are outside local control, Council does have flexibility with property tax decisions and greater control over expenditures.

Councilmember Miller asked what the revenue would be if the 1% foregone was taken away. Mr. Jacobson explained that 1% of the City’s current levy is at \$290,000. Even with the full 3% allowable levy increase and an additional 1% of foregone taxes, total new revenue would be just over \$1 million, which is still insufficient to cover the projected \$1.3 million annual increase in employee costs. He further clarified that the 1% foregone tax is not restricted and can be used for operations, while an additional 3% foregone option would be restricted to one-time capital projects use and would reduce future foregone capacity.

Ms. Ebner reviewed financial scenarios and explained that assuming no revenue growth and even with flat expenditures, it would rapidly deplete the fund balance and reduce reserves below acceptable levels by FY 2029. She noted that without a property tax increase, closing the deficit would likely require eliminating approximately 18 positions while also assuming no further increases in wages, benefits, or operating costs. Ms. Ebner emphasized that the City is already operating efficiently, with fewer employees per capita than in 2010. Legislative constraints on revenue growth were also noted as a key challenge, reinforcing the need for additional revenue

options to deal with growth. Limited flexibility exists through foregone property taxes, including a potential one-year additional levy for eligible capital projects, which could generate about \$870,000 in one-time capital funding. Ms. Ebner explained that capital expenditure allows eligible equipment with a useful life of at least 10 years. This requirement excludes most routine vehicles, such as police or departmental cars, but would allow larger long-term investments like certain street projects and other infrastructure improvements. Councilmember English inquired on the eligibility of fire apparatus as capital expenditures, noting that fire trucks typically have an expected useful life of 10 years. Ms. Ebner confirmed that fire apparatus can be included in the category. She also noted that this approach could serve as a financial tool, allowing the City to fund such capital needs on an annual basis and potentially reduce reliance on issuing bonds.

Councilmember Wood reiterated the need for a three-year strategic financial plan supported by clear Council direction and requested that the topic be scheduled for future agenda discussion. Drawing on her experience with a school district and a college, she described how those organizations successfully addressed deficits through intentional strategic planning and difficult but necessary budget decisions. She emphasized that while the City may not adopt those same approaches, it would benefit from evaluating strategies that have proven effective elsewhere. Councilmember Wood cautioned against continued reliance on repeated tax increases and the use of fund balance, noting the cumulative impact on residents already facing rising taxes. She advocated for proactively addressing the deficit to achieve a balanced, dependable budget for departments, and encouraged staff to help develop a plan to reduce at least \$1.5 million from the budget over three years, with the goal of restoring long-term financial stability and potentially reinvesting in priority services in the future.

COUNCIL PRIORITIES DISCUSSION: Mayor Gookin shared concern regarding the City's growing reliance on software subscriptions, totaling approximately \$784,000 annually, with costs that are renewed each year and typically increase over time. He suggested that Council explore strategies to reduce dependence on subscription models, including bringing certain systems in-house or identifying alternatives. He shared successful examples within the Police Department, such as the Viper and Venom systems, were cited as proof that internal solutions can yield significant cost savings. Mayor Gookin also discussed anticipated property tax actions, with the likely use of the 3% increase plus 1% foregone to maintain operations, and the option for Council to consider an additional one-time 3% levy restricted to capital projects. He asked Council to prioritize potential uses for this funding, such as street improvements or other eligible capital needs. He noted that the City has historically taken little to none of its available foregone property tax capacity, resulting in a substantial accumulated amount. He expressed concern that future legislative actions could significantly limit or eliminate the use of foregone taxes, suggesting the City may need to exercise this authority while it remains available. He also requested that Council members complete their priority lists to help guide the allocation of any foregone or unexpected revenues. Ms. Ebner stated that the City's foregone balance is about \$6.8 million.

Mr. Jacobson commented that having a list of priorities from Council has proven effective in other cities. Having established priorities helps both staff and Council quickly identify where additional funds should be applied and supports clearer decision-making. He shared Councilmember Gabriel's top two priorities: restoring street overlay and chip seal funding to at least \$1.5 million to maintain a safe, up to date roadway system; and addressing software updates for Building and

other departments. The latter reflects a balance between improving efficiency through technology while carefully evaluating the long-term cost of expensive software subscriptions versus potential in-house solutions. Mayor Gookin mentioned that the Building Department is self-funded and that any investments such as software upgrades would be supported through departmental revenues

Councilmember English and Councilmember Sheckler noted they had not yet completed their priority lists but committed to submit to Ms. Ebner before the next budget discussions.

Councilmember Wood shared her priority list focused primarily on public safety and infrastructure needs. Top priorities included police and fire services, streets, and essential Police Department capital items, such as purchasing nine police vehicles, installing a secure gate at the Police Department to protect officers in the vehicle access area, and acquiring a command vehicle, and a lift station for the Streets Department to repair all the cars. The second major priority identified was the Fire Department, specifically re-roofing Fire Station 3. The roof, which is 26 years old and nearing the end of its life, is not covered by bond funding and was noted as a preventative maintenance need.

Councilmember Evans indicated she would submit her priority list to Ms. Ebner. She stated the need to closely review street overlay, concerns about staffing levels and workload in the prosecutor's office, and whether additional positions might help address caseload pressures. She also noted interest in reviewing staffing needs at the Fire Department, including whether adding positions could help.

Councilmember Miller said that she would like to gather more information from this meeting to be more factual. She asked for clarification on the proposed strategic plan if the goal is to pursue a three-year strategic financial plan, led by the Finance Director, with the goal of achieving a balanced budget by the end of that period, potentially through reducing approximately \$1.5 million from expenses. Councilmember Wood confirmed that the goal is to have a balanced budget at the end of three years. She acknowledged that this would be a difficult process, but she sees it as necessary given concerns that the City's current financial model is not sustainable. Councilmember Miller agreed but cautioned that frequent and significant changes at the state level could limit the usefulness of long-term planning. She further asked about the roof repair at the Fire Department that was mentioned as a priority, whether this item can be covered by the 3% capital improvement additional tax. Ms. Ebner explained that there is typically a difference between repair and maintenance, but projects that extend the useful life of a building, such as adding ten years to its lifespan, may qualify as capital improvements. She added that she will get clarification from the State Tax Commission.

Councilmember Miller asked whether road projects, such as overlays, are eligible under the 3% tax request and whether the tax rate would need to be adjusted if additional state-allocated funding became available, or if it would remain unchanged. Mr. Jacobson expressed the view that the 3% capital improvement tax should remain unchanged even if additional funds become available. The tax revenue is intended to address identified, unfunded capital needs, such as roof or gate repairs, that would otherwise have to be deferred and budgeted in future years. Any additional state or other funding received should be used to mitigate shortcomings or help address those same unmet needs, rather than to reduce the tax. Given that the projected 3%, approximately \$870,000, would

cover only limited projects, the funds are not considered extra or discretionary, but rather necessary to address critical needs identified by Council and staff. Ms. Ebner stated that if the Council chooses to pursue the additional 3% for capital funding, project priorities should be identified as early as possible. Many capital projects require significant lead time for planning, permitting, and potentially hiring engineers, so early action would help ensure projects can be completed within the fiscal year.

Councilmember Miller raised several budget and program review priorities beyond individual line items, including evaluating the true costs of city events, reviewing franchise fee agreements to ensure rate increases are up to date and all revenues are being collected, and examining departmental programs for efficiency. She mentioned that the Parks Department had prior staffing challenges that led to adding full-time positions and suggested a review to determine whether those positions are still necessary year-round. She emphasized evaluating programs and staffing holistically rather than making isolated service cuts.

Councilmember English supported the idea of developing a strategic plan, noting that it would provide stability and continuity, particularly with an upcoming election year and the possibility of Council turnover.

Councilmember Wood noted the need for difficult cost-saving decisions, such as leaving an interim position unfilled, and addressed broader financial challenges facing cities due to strained, partisan state-local relations. She stressed that cities are nonpartisan and focused on local needs, but limited state support and revenue constraints have forced tax increases on residents. She underscored the importance of acknowledging these political realities and working to rebuild relationships at the state level to better advocate for city interests.

Mayor Gookin shared that the Mayors of Coeur d'Alene, Rathdrum, Post Falls, and Hayden have met to coordinate efforts to lobby the legislature and communicate shared concerns. He noted that the Mayors indicated they plan to take the full 4% property tax increase this cycle. One idea raised by a mayor was to base property tax increases on total property value rather than the prior year's budget to better account for growth, although it is unlikely the legislature would support such a change.

AMENDMENTS TO MUNICIPAL CODE SECTION 2.72.010: Municipal Services Director Renata McLeod, in her staff report, noted that Council last reviewed potential changes to the Municipal Code related to Mayor and City Council salaries in 2023. Since then, clarification has been needed to align the code with existing policy regarding Medicare eligibility. Staff recommends the language that ends City medical plan eligibility for the Mayor or Council members (and spouses) once they become Medicare eligible, while allowing non-Medicare-eligible spouses or dependents to remain covered under certain conditions. Additionally, the Mayor has requested discussion on how future salary increases should be handled, noting that the current provision for automatic annual cost-of-living adjustments is unclear to the public and does not provide Council an easy mechanism to forgo increases. Options include addressing salary changes during the annual budget workshop or revisiting the issue in an election year, with consideration of Idaho Code 50-203, which requires compensation ordinances

to be adopted and published at least 75 days before any general city election and effective January 1 following the election, meaning any amendments would not take effect until January 1, 2029.

DISCUSSION: Mayor Gookin explained that this stemmed from a conflict between existing city code, which entitles elected officials to the same benefits as city employees, and a 2015 Council resolution requiring officials to enroll in Medicare at age 65. The proposed amendment clarifies Medicare eligibility and related spousal benefits to resolve this inconsistency. The other concern is about the transparency of the current salary language for elected officials, noting that while base salaries are listed, annual cost-of-living adjustments are described as a formula rather than clear dollar amounts. For greater public transparency, Mayor Gookin suggested expressing salaries as discrete annual amounts, similar to how other cities, such as Boise, structure their code, and requested Council input on how future salary information should be presented.

Mr. Jacobson shared that Post Falls' approach to elected official compensation has evolved over time. Although earlier plans included built-in increases that were rarely used, salary adjustments are now addressed every two years during the budget process rather than being automatic. In election years, any scheduled increases are removed, and in non-election years, the Mayor and Council are consulted to determine whether to include a pay increase. Ms. McLeod asked if they were changing their municipal code every two years. Mr. Jacobson explained that salary adjustments for elected officials in Post Falls are no longer handled through standing provisions in the municipal code but are instead addressed during the budget process every other year, with the code amended only if a change is approved. Regarding benefits, it was noted that in Post Falls, the Mayor and Council may continue participating in the city's health benefits even after turning 65.

Mayor Gookin explained that a 2015 Mayor and Council decision required elected officials to move to Medicare at age 65 to reduce healthcare costs, and the current action item simply corrects the inconsistency between that decision and the city code. He emphasized the need for clarity and noted that Council may proceed now or postpone the item to add language delaying any salary-related changes until two future budget cycles.

Councilmember English expressed support for reviewing and potentially increasing compensation for the Mayor and Council, noting that the current annual pay of \$15,000 does not meaningfully keep pace with the cost of living. He stated that realistic compensation is important for attracting and retaining qualified individuals. He suggested tying elected official compensation to a small percentage of the average salaries of key city leadership positions, such as the City Administrator, City Attorney, and fire and police chiefs, to ensure fair and consistent adjustments over time.

Councilmember Sheckler appreciated the idea of transparency to the public and supported maintaining automatic cost-of-living adjustments for elected officials' salaries to avoid frequent ordinance changes. He suggested that publishing the current annual salaries on the city website each year could provide clear public information without requiring the code to be revised regularly. Councilmember Miller expressed support for Councilmember Sheckler's idea and asked whether staff could bring it forward as a formal action item at a regular council meeting, with appropriate language drafted. Ms. McLeod confirmed that an ordinance will be brought forward to make the needed amendment.

FIRST MOTION: Motion by English, seconded by Wood to direct staff to draft an Ordinance amending M.C. 2.72.010, to add the Medicare language and to add salary language as follows: that the annual increase for Mayor and Council would be determined by allowable increase on a defined percentage of the average annual salaries of the Police Chief, Fire Chief, City Administrator, and City Attorney.

DISCUSSION: Councilmember English explained that the intent of his motion is to establish a clear, formula-based method tied to key leadership compensation that adjusts over time without requiring frequent revisits by Council.

Mayor Gookin indicated that the need is to have a specific dollar amount or a clear calculation method for elected officials' compensation. He noted that the current system relies on a percentage-based cost-of-living adjustment tied to non-exempt employees.

Human Resources Director Melissa Tosi noted that compensation data for Mayors and Councilmembers is frequently requested by other cities and is often included in classification or compensation studies. She stated that elected official salaries are commonly compared across jurisdictions, similar to other positions within an organization, and suggested that establishing pay based on market comparisons with peer cities would provide a reasonable and widely accepted baseline for determining appropriate compensation.

AMENDED FIRST MOTION: Motion by English, seconded by Wood to direct staff to draft an Ordinance amending M.C. 2.72.010, to add the Medicare language and to add salary language as follows: the Mayor and Council salaries would increase from \$15,000 to \$20,000 annually, and the Mayor's salary would increase by \$10,000 from its current level.

DISCUSSION: Mayor Gookin asked if the proposed increase would take effect in two years, remaining static thereafter. Councilmember English explained that his proposal to raise Mayor and Council salaries by fixed amounts is meant to keep it simple and get compensation to a more reasonable level, and leave it to future Councils to revisit if needed.

Councilmember Sheckler noted his earlier suggestion to keep the existing municipal code language unchanged regarding salary adjustments, stating that the current cost-of-living methodology is workable and not difficult to calculate. To improve transparency, he suggested simply having the City Clerk publish the Mayor and Council salaries annually on the city website as they change. He added that if Council wishes to reconsider whether salaries should be increased or decreased, that discussion could be placed on a future agenda, but a code amendment is not necessary to achieve public transparency.

Ms. Tosi explained that the current salary adjustment process is straightforward and easy to calculate. When the ordinance was first adopted, Council salaries were set at \$15,000, and the following year a 3% market adjustment applied to staff resulted in a simple \$450 increase.

Councilmember Wood abstained to vote as she is not directly opposed to the motion. She stated that she would like to look at the idea of having a market analysis. Councilmember English voted Aye while Councilmembers Sheckler, Evans, and Miller voted No.

Motion failed.

SECOND MOTION: Motion by Sheckler, seconded by English, to direct staff to draft an Ordinance amending M.C. 2.72.010, to add the Medicare language and to leave the existing salary language as it is, but to direct staff to do a market analysis.

DISCUSSION: Councilmember Miller asked if the intent is also to request staff to publish the Mayor and Council salaries annually on the city website as they change.

AMENDED SECOND MOTION: Motion by Sheckler, seconded by English, to direct staff to draft an Ordinance amending M.C. 2.72.010, to add the Medicare language and to leave the existing salary language as it is, but to direct staff to do a market analysis and to publish the Mayor and Council salaries annually on the city website as they change.

DISCUSSION: Councilmember Evans asked if the comparison of Mayor and Council salaries to other cities can be included in the upcoming wage study and Ms. Tosi replied that she can likely complete the analysis sooner on her own. Councilmember Sheckler asked whether there will be any cost to doing the evaluation, and Ms. Tosi confirmed that there is no cost. She added that some cities provide the same benefits to Mayor and Council as to regular employees, while others do not, so the benefits package is an important part of comparing total compensation.

Motion carried.

DISCUSSION ON MAYOR TERM: Mayor Gookin introduced a discussion about whether the City of Coeur d'Alene should consider transitioning from a part-time to a full-time mayor, prompted by public interest online and the ongoing interviews for a City Administrator. He noted that many Idaho cities, both larger and some smaller than Coeur d'Alene, already have full-time mayors who act as the chief administrative officer, often with a Chief of Staff instead of a City Administrator. He emphasized that this proposal is not for the current term but would be presented to voters for future consideration, with implementation aligned to a later mayoral election so candidates clearly understand the role. The intent is to seek Council's approval to place the question on the ballot and to begin a discussion that weighs potential cost savings.

Councilmember Sheckler responded that if the City were to transition to a full-time mayor model, the mayor salary would need to be significantly increased to attract qualified candidates with the necessary leadership experience. He stated that the role would require a mid- to late-career professional who is capable of effectively leading the City. Without a substantial salary adjustment, he cautioned that strong candidates may be unable to afford to taking the position, ultimately limiting the city's ability to recruit top talent. Mr. Jacobson agreed that transitioning to a full-time mayor would require a higher salary to attract qualified candidates and noted that, outside of Boise, many Idaho mayors earn less than might be expected for the responsibilities of the role. He cited examples where mayoral salaries are relatively modest given the size and complexity of those

cities. While acknowledging that overall costs might balance out by pairing a full-time mayor with lower-cost support staff instead of a City Administrator, he stated that the mayor's salary would still need to be competitive enough to attract a qualified mayor.

Councilmember Miller asked whether comparative work is being done to clearly define how responsibilities would shift among the Mayor, potential Chief of Staff, and existing roles, and how that structure would function over time. She also highlighted the value of a City Administrator in maintaining institutional knowledge and organizational continuity, pointing out that frequent mayoral turnover due to elections could make it difficult to provide stable leadership if the Mayor serves as the chief operating officer. Mayor Gookin noted that shifting to a full-time mayor would be a major change but one that other cities have successfully implemented. Drawing from conversations with mayors in cities like Lewiston and Meridian, he emphasized the importance of experience and strong staff support like having a Chief of Staff. He clarified this is not an immediate proposal but an idea worth studying for the future. Councilmember Miller suggested getting an overview of the pros and cons from other cities that have made the change and the reasons behind their decisions. Councilmember Wood agreed to bring forward comparative information for review.

Mayor Gookin reiterated that there is no intention to make any change to the Mayor's role during the current term. Instead, the goal is to present the question to voters and ensure that the structure is in place before the next mayoral election so future candidates clearly understand whether they are running for a full-time or part-time position.

Mayor Gookin noted that Council will do a recess and hold a workshop for the City Administrator applicant interviews on April 29. He explained that the said workshop would be conducted during an executive session, with the Interim City Administrator facilitating the questions to streamline the process. Councilmembers were invited to submit any specific questions they would like to ask of the candidates to Mr. Jacobson and Ms. Tosi.

RECESS: MOTION: Motion by Wood, seconded by Miller to recess to April 29, 2026, at 1:00 p.m. at City Hall Ron Edinger Conference Room, 710 E. Mullan Ave., for a workshop regarding City Administrator applicant interviews. **Motion carried.**

The meeting adjourned at 1:19 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

MINUTES OF A WORKSHOP OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE RON EDINGER CONFERENCE ROOM, CITY HALL

April 29, 2026

The Mayor and Council of the City of Coeur d'Alene met for a workshop at the City Hall Ron Edinger Conference Room on April 29, 2026, at 1:00 p.m., there being present the following members:

Dan Gookin, Mayor

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

CALL TO ORDER: Mayor Gookin called the meeting to order. He noted that the purpose of the meeting is for Council to conduct interviews and discuss candidates for the City Administrator position.

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

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

The Council entered into Executive Session at 1:03 p.m. Those present were the Mayor, City Council, Interim City Administrator, Human Resources Director, Municipal Services Director, and Finance Director. Council exited Executive Session at 3:50 p.m.

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

The meeting adjourned at 3:50 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

**CITY COUNCIL
STAFF REPORT**

DATE: May 5, 2026
FROM: MONTE MCCULLY, URBAN FORESTER
RE: REQUEST TO ACCEPT STREET TREE EASEMENT FROM CAL CARS; 1818 N
4TH STREET

DECISION POINT:

Should the City Council accept the street tree easement along the south side of Locust Avenue from 4th Street to the eastern property line on the north side of 1818 N 4th Street, so the City can manage the street trees planted there?

HISTORY: The property lines in the city vary wildly from neighborhood to neighborhood. Some properties have property lines directly up to the back of the sidewalk or curb, and some have them 15 or 20 feet into their property. In an effort to have an evenly balanced street tree inventory, the department is making an effort to get street tree easements where the property lines are too close to the sidewalk and give up tree easements where the property lines are too wide. The only way to do this is when properties come in for project review or a building permit.

FINANCIAL / PERFORMANCE ANALYSIS: The only cost is staff time to write and file easements. The benefits will be an even, more recognizable, street tree program. The property owner doesn't lose any property; they only give us the authority to manage the street trees according to City ordinances.

DECISION POINT/RECOMMENDATION:

The City Council should accept the street tree easement along the south side of Locust Avenue from 4th Street to the eastern property line on the north side of 1818 N 4th Street, so the City can manage the street trees planted there.

EASEMENT AND AGREEMENT REGARDING PUBLIC STREET TREES

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN HOLDINGS LLC, owning property legally described below and located in, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as "Grantor," for value received in the form of good and sufficient consideration, does hereby grant unto the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as "Grantee," and its successors and assigns, an easement for public purposes set forth below and the right to go upon, occupy, and use a strip of land together with the right of ingress and egress to and from said property situated in Kootenai County, Idaho and being more particularly described:

On the parcel with a legal description of SIMMS ADD, [IN LTS 1-3&9-16 BLK 44], parcel number C-8280-044-001-A, a fifteen (15) foot strip of land extending along the northern property line abutting E Locust Avenue. See Exhibit "A".

Said strip of land shall be used for the purpose of complying with the provisions of the Urban Forestry Ordinance of the City of Coeur d'Alene, Municipal Code Section 12.36.005, et seq., and of the landscape provisions of the Zoning Ordinance, Municipal Code Section 17.06.805, et seq., particularly provisions requiring environmental landscaping and installation and use of street trees including appurtenances thereto such as irrigation systems and other landscaping for the purpose of reducing noise, glare, sun, and air pollution adjacent to commercial uses. Street trees are public trees as defined in Municipal Code Section 12.36.015 and must be of a variety approved by the City.

Said Grantor agrees to plant the public street trees and install other landscaping as may be required by the above-stated ordinances and install irrigation systems or other appurtenances thereto at Grantor's sole expense. Grantor further agrees to repair, maintain, and replace the same when necessary to maintain compliance with the above-stated ordinances. This includes, but is not limited to, replacing public street trees within the easement that are dead, diseased, or that constitute a hazard.

This conveyance is a grant of an easement for the above-stated public purposes, and if at any time the above-stated purposes are no longer required by Grantee and therefore said parcel of land ceases to be used for public street trees by the Grantee herein, or its successors or assigns, then in that event this conveyance shall become null and void and of no effect between the Parties hereto, or their successors or assigns.

It is expressly intended that these burdens and restrictions shall run with the land and shall bind the Grantor, its successors and assigns except as stated in the paragraph above.

Grantor agrees that this agreement shall be recorded by the City of Coeur d'Alene at Grantor's expense, no later than February 13, 2026, at which time the fully executed original, with recordation number stamped, shall be retained by the City of Coeur d'Alene.

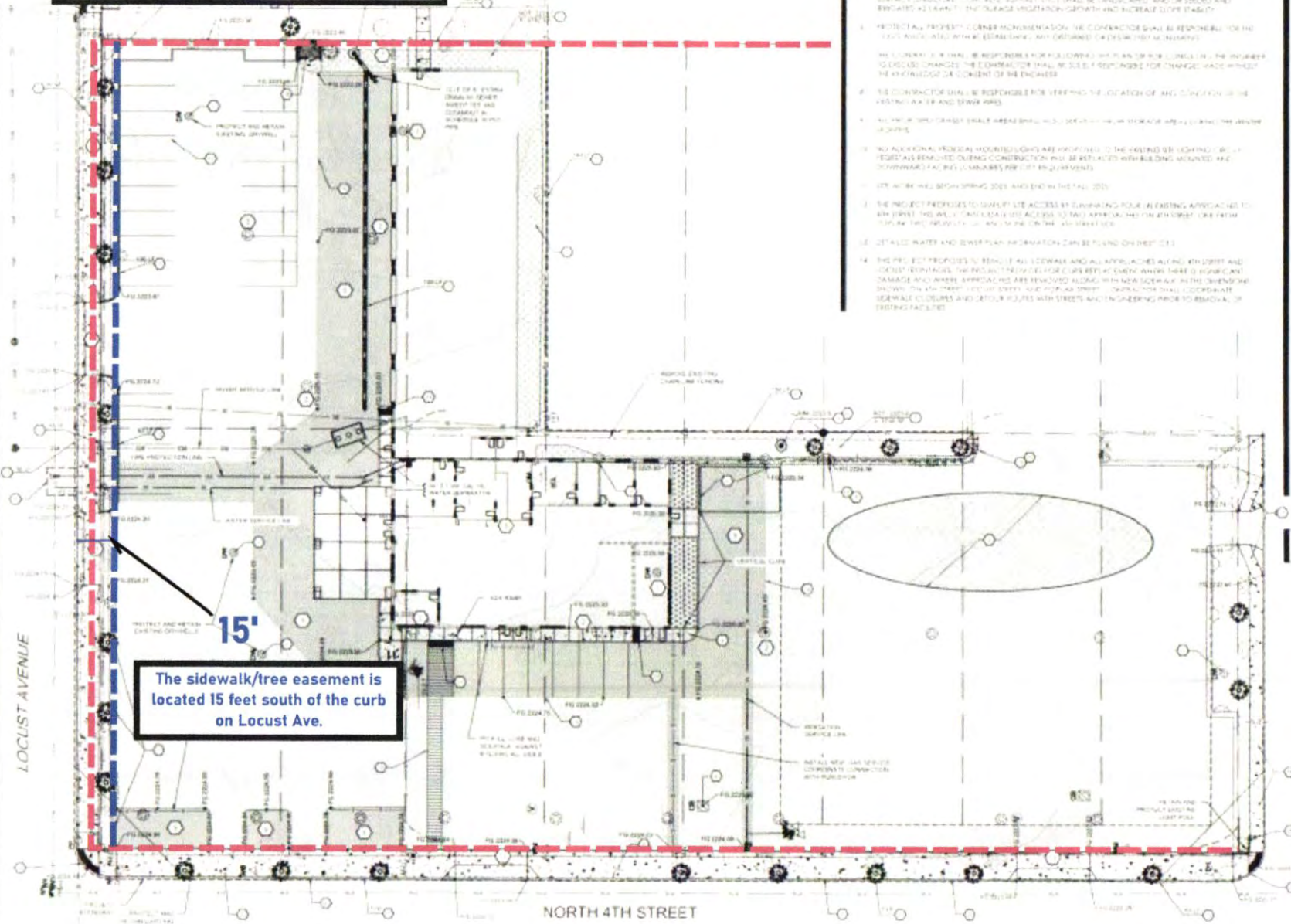
PARKING MATRIX

CONSTRUCTION SCHEDULE
 1. 08/01/2024 - 08/31/2024
 2. 09/01/2024 - 09/30/2024
 3. 10/01/2024 - 10/31/2024
 4. 11/01/2024 - 11/30/2024
 5. 12/01/2024 - 12/31/2024

SITE PLAN NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS AND THE MISSOURI DEPARTMENT OF TRANSPORTATION (MO DOT) PRIOR TO COMMENCING CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS AND THE MISSOURI DEPARTMENT OF TRANSPORTATION (MO DOT) PRIOR TO COMMENCING CONSTRUCTION.
3. ALL FRESH GRADE AREAS AFFECTED BY THIS PROJECT SHALL BE COVERED WITH AN APPROPRIATE SURFACE STRUCTURE (CONCRETE, ASPHALT, ETC.) SHALL BE LANDSCAPED, MULCH COVERED AND EROSION CONTROLLED. THE SURFACE VEGETATION, GRASS AND INCREASE SOIL STABILITY.
4. PROTECT ALL PROPERTY CORNER DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXISTING AND NEW DIMENSIONS. ANY DIMENSIONS OBTAINED ON THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES (ELECTRICITY, GAS, WATER, SEWER, ETC.) PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES MADE WITHOUT THE KNOWLEDGE OR CONSENT OF THE ENGINEER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES (ELECTRICITY, GAS, WATER, SEWER, ETC.) PRIOR TO COMMENCING CONSTRUCTION.
7. ALL UTILITIES (ELECTRICITY, GAS, WATER, SEWER, ETC.) SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
8. NO ADDITIONAL PERMANENT LIGHTS ARE PROPOSED TO THE EXISTING LIGHTING. ALL EXISTING LIGHTS REMOVED DURING CONSTRUCTION WILL BE REPLACED WITH BOLLARDS MOUNTED AND DOWNWARD FACING LIGHTS PER CITY REQUIREMENTS.
9. CONSTRUCTION SHALL BEGIN SPRING 2025 AND END IN THE FALL 2025.
10. THE PROJECT PROPRIETOR SHALL MAINTAIN ACCESS TO ALL APPROACHES FROM EXISTING DRIVEWAYS AND SIDEWALKS TO THE PROPERTY.
11. DETAILED WATER AND SEWER PLAN INFORMATION CAN BE FOUND ON SHEET 021.
12. THE PROJECT PROPRIETOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ST. LOUIS AND THE MISSOURI DEPARTMENT OF TRANSPORTATION (MO DOT) PRIOR TO COMMENCING CONSTRUCTION.

EXISTING PROPERTY LINE
NEW TREE EASEMENT LINE



15'
 The sidewalk/tree easement is located 15 feet south of the curb on Locust Ave.

LOCUST AVENUE

NORTH 4TH STREET

CITY COUNCIL STAFF REPORT

DATE: May 5, 2026
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-26-01c, Pinewood Condominiums: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a five (5) building, twenty-nine (29) unit residential condominium subdivision.

HISTORY

- a. Applicant: Jennifer Reiner, VP – Land at D R Horton
Lexington Homes – DRH LLC
1050 N Argonne Road, Suite 200
City of Spokane Valley, WA 99212
- b. Location: 1019 W. Pinewood Loop (East of Northwest Blvd btwn Davidson & Emma Avenue)

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development of Lot 1, Block 1, Pinewood Addition located in Coeur d'Alene is a five (5) building, twenty-nine (29) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
 WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
 INSTRUMENT _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT LEXINGTON HOMES-DRH LLC IS THE RECORD OWNER OF THE REAL PROPERTY ON THIS CERTIFICATION AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO CONDOMINIUM UNITS AND COMMON AREAS AS SHOWN HEREIN TO BE KNOWN AS PINEWOOD CONDOMINIUMS. IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT, THE OWNERS ALSO HEREBY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF IDAHO CODE.

LOT 1, BLOCK 1, PINEWOOD ADDITION ACCORDING TO THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK M OF PLATS AT PAGE(S) 47, RECORDS OF KOOTENAI COUNTY, IDAHO;

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

A UTILITY EASEMENT IS GRANTED TO THE CITY OF COEUR D'ALENE AND THE UTILITY PROVIDERS OF THE AREA, ACROSS AND UNDER THE AREA OUTSIDE OF THE BUILDINGS, THE INDIVIDUAL UNITS, AND THE LIMITED COMMON AREAS FOR EACH UNIT.

AN ACCESS EASEMENT IS GRANTED TO THE CITY OF COEUR D'ALENE, THE UTILITY PROVIDERS OF THE AREA OVER, THE UNIT OWNERS, AND THEIR GUESTS ACROSS THE AREA OUTSIDE OF THE BUILDINGS, THE INDIVIDUAL UNITS, AND THE LIMITED COMMON AREAS FOR EACH UNIT.

THE EASEMENT AND THE ASSOCIATED RIGHTS OF SAID EASEMENTS GRANTED HEREON MAY BE FURTHER DEFINED IN THE CONDOMINIUM DECLARATION STATED BELOW OR FUTURE AMENDMENTS TO SAID CONDOMINIUM DECLARATION.

THIS PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATION RECORDED UNDER INSTRUMENT _____

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

Jennifer Reiner
 LEXINGTON HOMES-DRH LLC
 JENNIFER REINER, VP-LAND

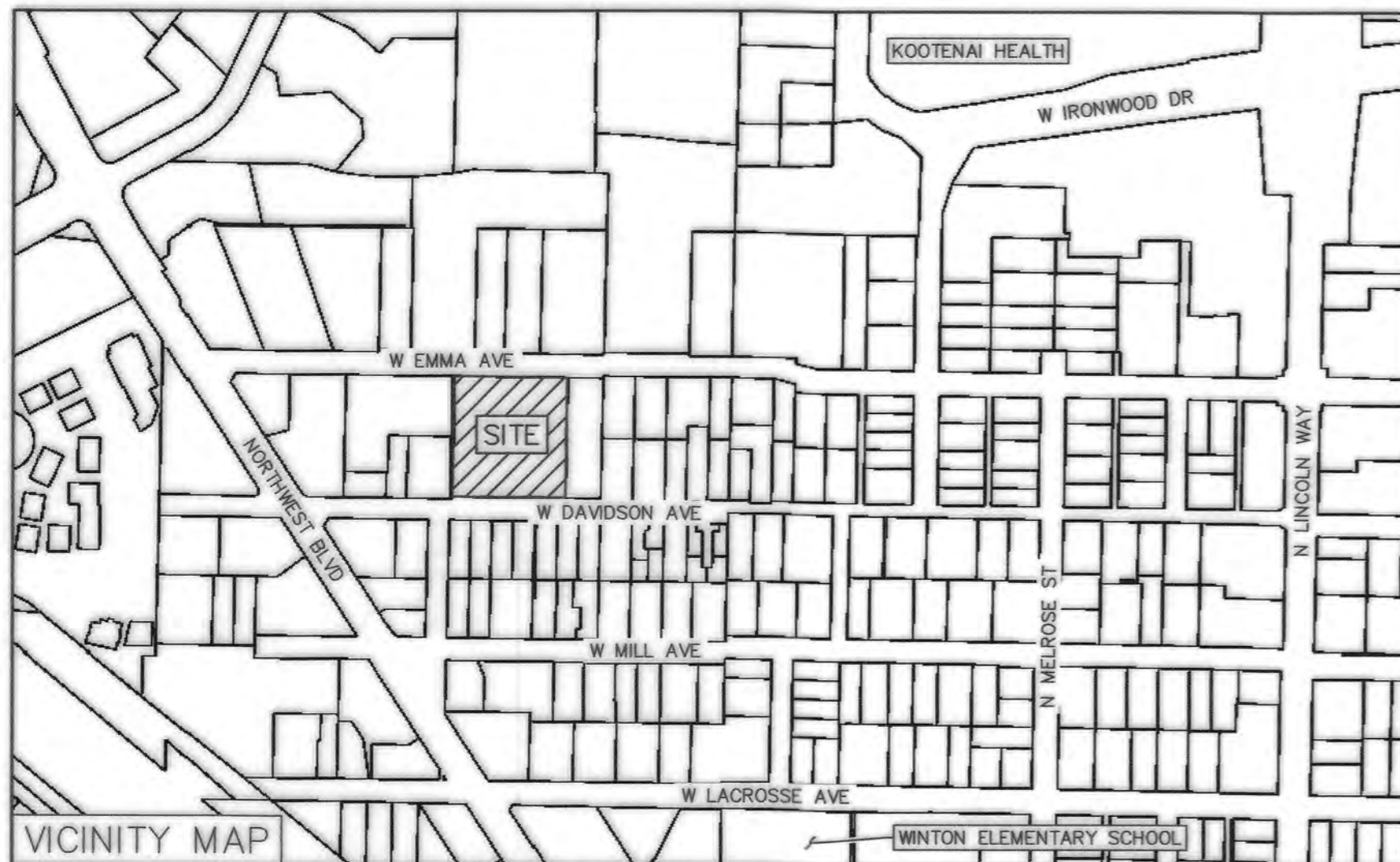
ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.
 COUNTY OF SPOKANE)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON April 14, 2026 BY
 JENNIFER REINER, AS VP-LAND OF LEXINGTON HOMES-DRH LLC.

Crystal Walkup
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
 MY APPOINTMENT EXPIRES: 02/15/2027

NOTARY PUBLIC
 STATE OF WASHINGTON
 CRYSTAL WALKUP
 MY COMMISSION EXPIRES
 FEBRUARY 15, 2027
 COMMISSION NO. 206059



CITY OF COEUR D'ALENE

THIS PLAT WAS APPROVED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED, THIS _____ DAY OF _____, 20____.

CITY CLERK

CITY ENGINEER

EXAMINED AND APPROVED, THIS 5th DAY OF May, 2026

Crystal Walkup
 CITY OF COEUR D'ALENE ENGINEER PE NUMBER 10804

RECORDERS CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO ON BEHALF OF LEXINGTON HOMES-DRH LLC, THIS _____ DAY OF _____, 20____, AT _____ M AND DULY RECORDED IN BOOK _____ OF PLATS, PAGES _____

INSTRUMENT _____, FEE _____

DEPUTY CLERK ON BEHALF OF
 JENNIFER LOCKE, COUNTY CLERK

PANHANDLE HEALTH DISTRICT

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

DATED THIS 23rd DAY OF April, 2026

R.H.C. de
 PANHANDLE HEALTH DISTRICT OFFICIAL

COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH _____, THIS 24th DAY OF April, 2026

Blaine Conroy
 KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY SURVEYOR

EXAMINED AND APPROVED, THIS _____ DAY OF _____, 20____.

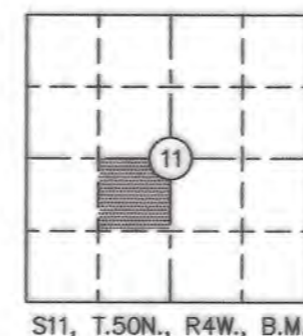
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, TROY A. CARLSON, PLS 15434, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF PINEWOOD CONDOMINIUMS WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS AT THE REQUEST OF LEXINGTON HOMES-DRH LLC.

Troy A. Carlson
 TROY A. CARLSON
 PLS 15434



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

DATE 04/14/2026	SCALE NA
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 1 OF 13

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

L#	BEARING	DISTANCE
L1	S30°25'41"E	24.45'
L2	S78°28'35"W	95.01'
L3	N80°16'33"E	62.86'
L4	S77°56'56"E	62.79'
L5	S01°20'08"W	23.73'
L6	S01°20'08"W	23.73'
L7	S77°41'37"W	103.23'
L8	N63°24'38"W	110.69'
L9	S88°59'19"W	12.18'
L10	N29°26'27"W	23.04'
L11	N75°58'08"W	93.49'
L12	N33°36'57"E	24.66'

PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND 5/8"x24" REBAR W/ PLASTIC CAP, PLS 15434 PER R8
- ▲ FOUND MAG NAIL W/ WASHER, PLS 15434 PER R8
- △ CALCULATED POINT
NOTHING FOUND OR SET
- SUBJECT PARCEL BOUNDARY
- - - EXISTING PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - TIE LINE
- - - EASEMENT LINE
- - - EXISTING EASEMENT LINE

SURVEY REFERENCES:

- R1 EAST LACROSSE, BOOK B OF PLATS, PAGE 119
- R2 RECORD OF SURVEY, BOOK 9 OF SURVEYS, PAGE 189
- R3 RECORD OF SURVEY, BOOK 13 OF SURVEYS, PAGE 46
- R4 RECORD OF SURVEY, BOOK 20 OF SURVEYS, PAGE 141
- R5 RECORD OF SURVEY, BOOK 24 OF SURVEYS, PAGE 83
- R6 RECORD OF SURVEY, BOOK 24 OF SURVEYS, PAGE 172
- R7 RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGE 679
- R8 RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGE 915
- R9 PINEWOOD ADDITION, BOOK M OF PLATS, PAGES 47-47A

BASIS OF BEARING:

A BEARING OF N01°13'55"E WAS ASSUMED ALONG THE WEST LINE OF THE EAST 50 FEET OF LOT 14, BLOCK 15 OF EAST LACROSSE, AS SHOWN HEREON.

SURVEYOR NOTES:

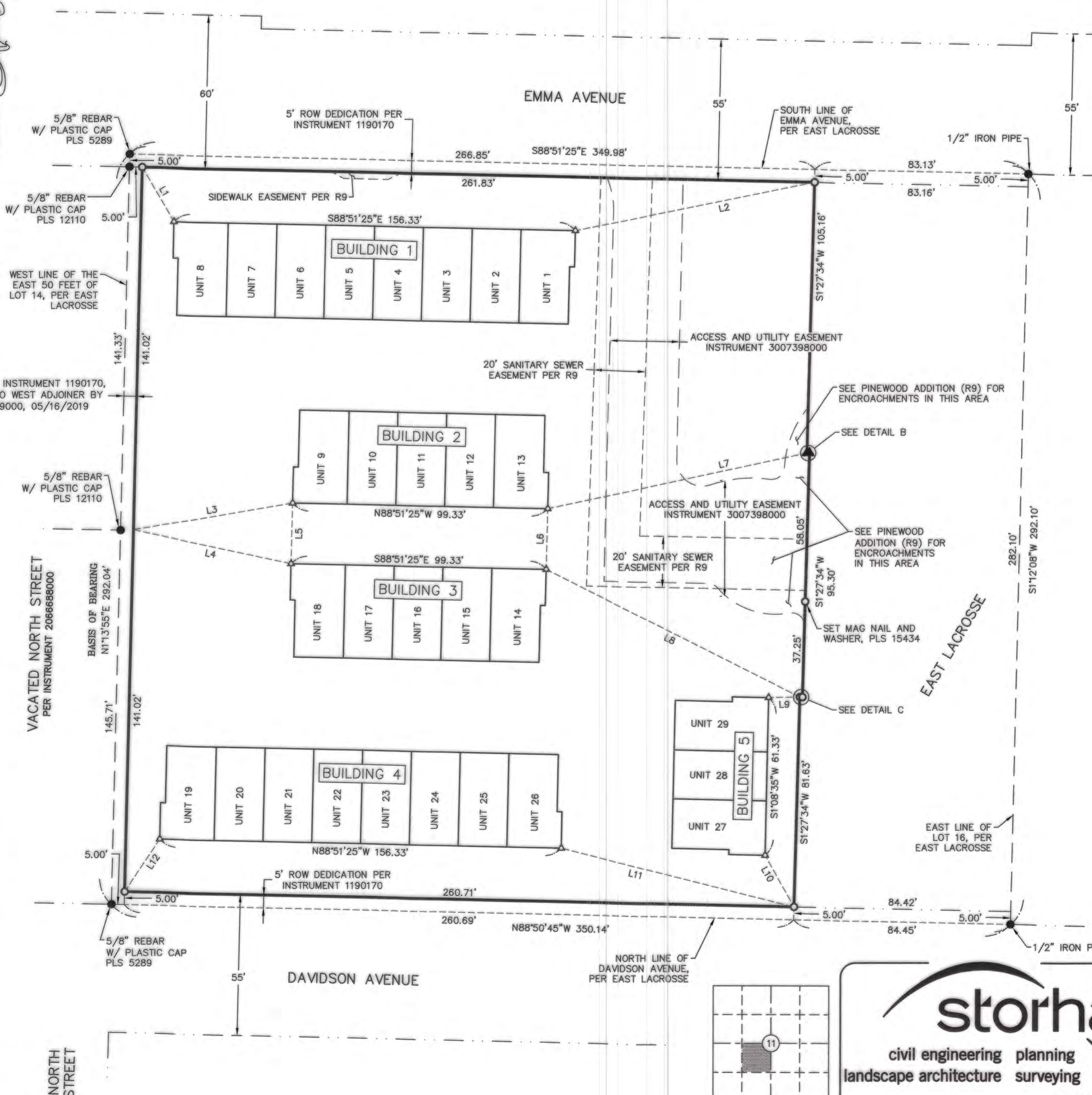
1) THIS DRAWING DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OF RECORD, PRESCRIPTIVE EASEMENTS, OR PHYSICAL FEATURES OF THE PROPERTY.

PURPOSE OF SURVEY:

THIS CONDOMINIUM PLAT WAS PERFORMED TO ESTABLISH UNITS WITHIN LOT 1, BLOCK 1, OF THE PLAT OF PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A).

SURVEYOR'S NARRATIVE:

THIS SURVEY RETRACED THE BOUNDARY OF THE LOT 1 BLOCK 1 OF PINEWOOD ADDITION (R9). THE FOUND MONUMENTS WERE HELD AND NO ANOMALOUS ITEMS WERE NOTED DURING THE FIELD SURVEY.

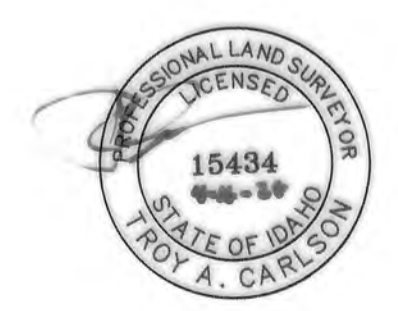
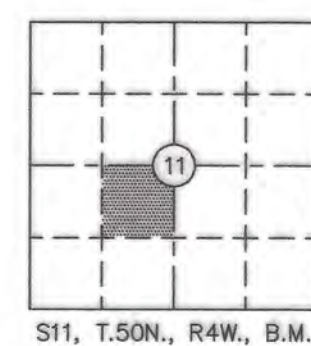
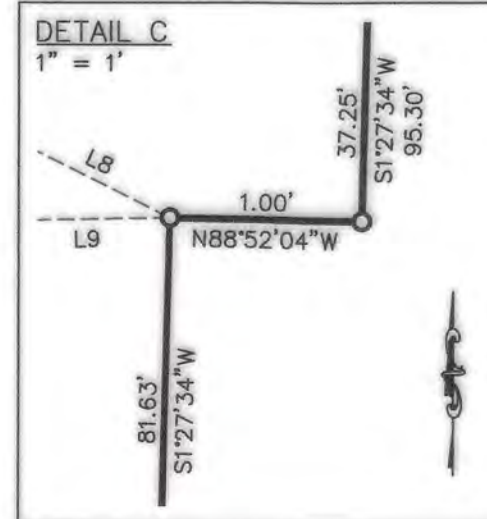
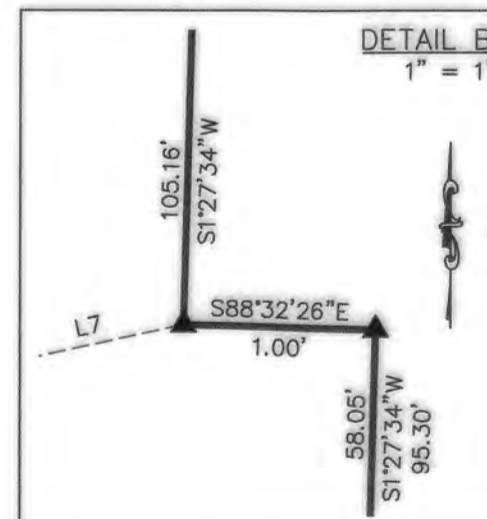


EAST LACROSSE

EAST LACROSSE

VACATED NORTH STREET
PER INSTRUMENT 206668000

NORTH STREET

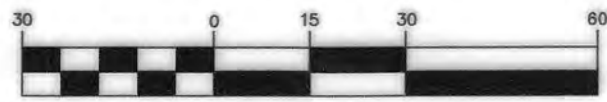


storhäug
civil engineering planning
landscape architecture surveying
510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 04/14/2026	SCALE 1" = 30'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 2 OF 13

24-043-CONDO.dwg PG2 OVERALL

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

LEGEND

- FOUND MONUMENT AS NOTED ON SHEET 2
- FOUND 5/8"x24" REBAR W/ PLASTIC CAP, PLS 15434 PER R8
- ▲ FOUND MAG NAIL W/ WASHER, PLS 15434 PER R8
- SUBJECT PARCEL BOUNDARY
- - - EXISTING PROPERTY LINE
- · - · - RIGHT-OF-WAY LINE
- - - - - PHASE LINE

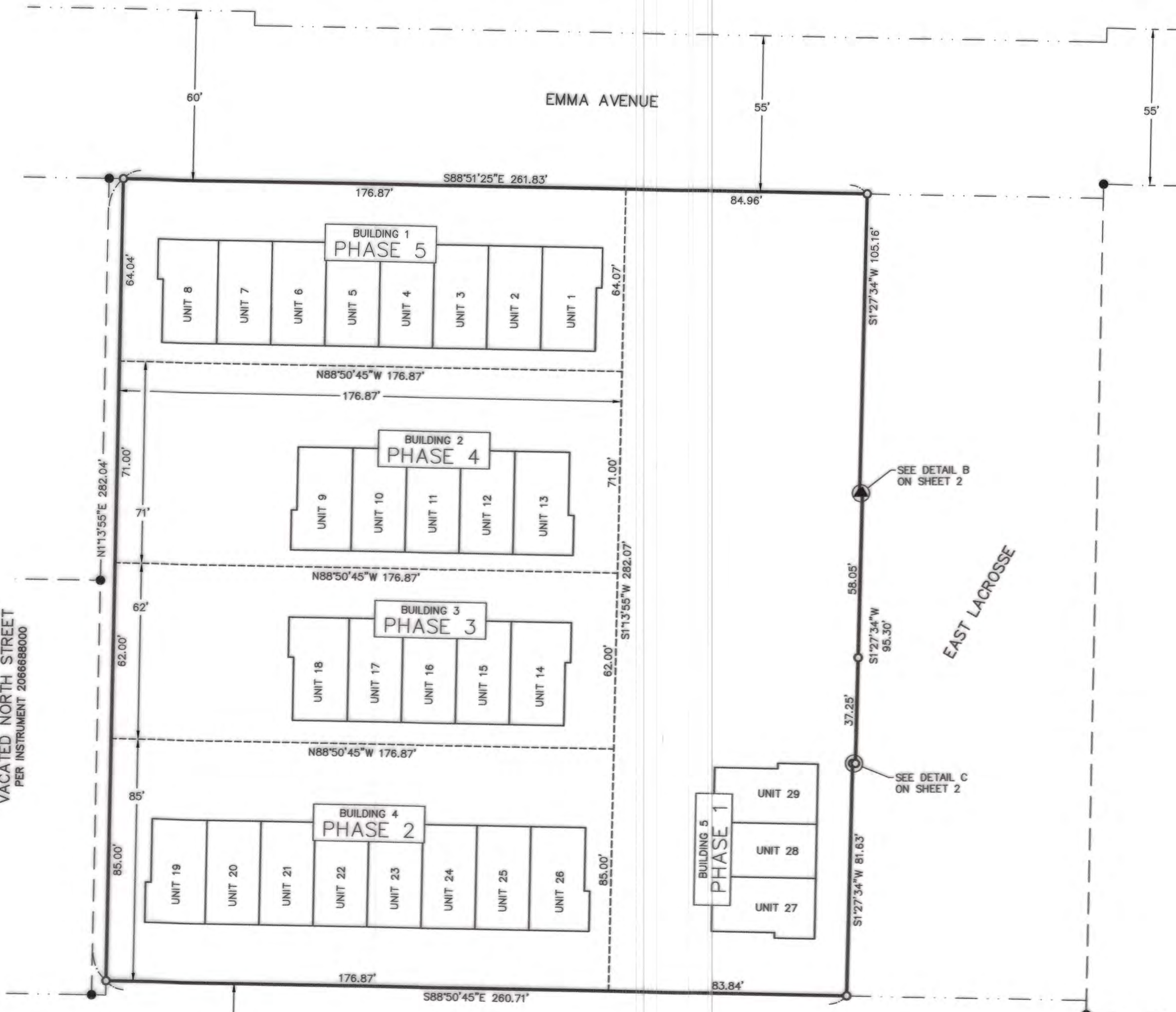
EAST LACROSSE

VACATED NORTH STREET
PER INSTRUMENT 206668000

NORTH STREET

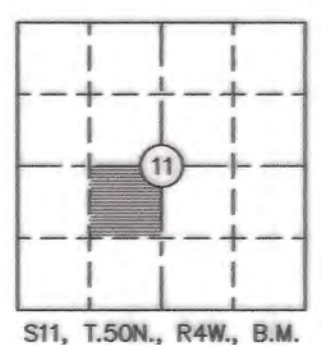
EMMA AVENUE

DAVIDSON AVENUE



SEE DETAIL B
ON SHEET 2

SEE DETAIL C
ON SHEET 2



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

DATE 04/14/2026	SCALE 1" = 30'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 3 OF 13

24-043-CONDO.dwg PG3 PHASES

PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
 WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
 INSTRUMENT _____

PHASE BOUNDARY LEGAL DESCRIPTIONS:

PHASE 1

LOT 1, BLOCK 1, PINEWOOD ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK "M" OF PLATS AT PAGES 47-47A, RECORDS OF KOOTENAI COUNTY, IDAHO;

LESS THE WEST 176.87 FEET THEREOF.

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

PHASE 2

THE SOUTH 85.00 FEET OF THE WEST 176.87 FEET OF LOT 1, BLOCK 1, PINEWOOD ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK "M" OF PLATS AT PAGES 47-47A, RECORDS OF KOOTENAI COUNTY, IDAHO.

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

PHASE 3

THE NORTH 62.00 FEET OF THE SOUTH 147.00 FEET OF THE WEST 176.87 FEET OF LOT 1, BLOCK 1, PINEWOOD ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK "M" OF PLATS AT PAGES 47-47A, RECORDS OF KOOTENAI COUNTY, IDAHO.

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

PHASE 4

THE NORTH 71.00 FEET OF THE SOUTH 218.00 FEET OF THE WEST 176.87 FEET OF LOT 1, BLOCK 1, PINEWOOD ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK "M" OF PLATS AT PAGES 47-47A, RECORDS OF KOOTENAI COUNTY, IDAHO.

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

PHASE 5

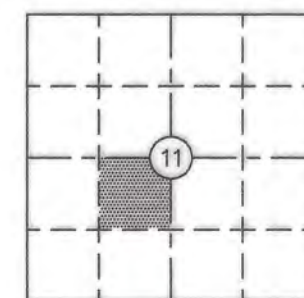
THE WEST 176.87 FEET OF LOT 1, BLOCK 1, PINEWOOD ADDITION ACCORDING TO THE PLAT RECORDED IN BOOK "M" OF PLATS AT PAGES 47-47A, RECORDS OF KOOTENAI COUNTY, IDAHO;

LESS THE SOUTH 218.00 FEET THEREOF.

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

UNIT ADDRESS:

UNIT NUMBER	BUILDING NUMBER	PHASE	ADDRESS
1	1	5	1019 WEST PINEWOOD LOOP
2	1	5	1025 WEST PINEWOOD LOOP
3	1	5	1031 WEST PINEWOOD LOOP
4	1	5	1037 WEST PINEWOOD LOOP
5	1	5	1041 WEST PINEWOOD LOOP
6	1	5	1047 WEST PINEWOOD LOOP
7	1	5	1051 WEST PINEWOOD LOOP
8	1	5	1055 WEST PINEWOOD LOOP
9	2	4	1046 WEST PINEWOOD LOOP
10	2	4	1040 WEST PINEWOOD LOOP
11	2	4	1034 WEST PINEWOOD LOOP
12	2	4	1030 WEST PINEWOOD LOOP
13	2	4	1022 WEST PINEWOOD LOOP
14	3	3	1128 WEST PINEWOOD LOOP
15	3	3	1122 WEST PINEWOOD LOOP
16	3	3	1116 WEST PINEWOOD LOOP
17	3	3	1110 WEST PINEWOOD LOOP
18	3	3	1104 WEST PINEWOOD LOOP
19	4	2	1091 WEST PINEWOOD LOOP
20	4	2	1095 WEST PINEWOOD LOOP
21	4	2	1101 WEST PINEWOOD LOOP
22	4	2	1107 WEST PINEWOOD LOOP
23	4	2	1111 WEST PINEWOOD LOOP
24	4	2	1117 WEST PINEWOOD LOOP
25	4	2	1123 WEST PINEWOOD LOOP
26	4	2	1129 WEST PINEWOOD LOOP
27	5	1	1732 PINEWOOD COURT
28	5	1	1736 PINEWOOD COURT
29	5	1	1740 PINEWOOD COURT



S11, T.50N., R4W., B.M.



storhäug

civil engineering planning
 landscape architecture surveying

510 east third avenue | spokane, wa | 99202
 p 509.242.1000

DATE 04/14/2026	SCALE 1" = 30'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 4 OF 13

PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
 WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

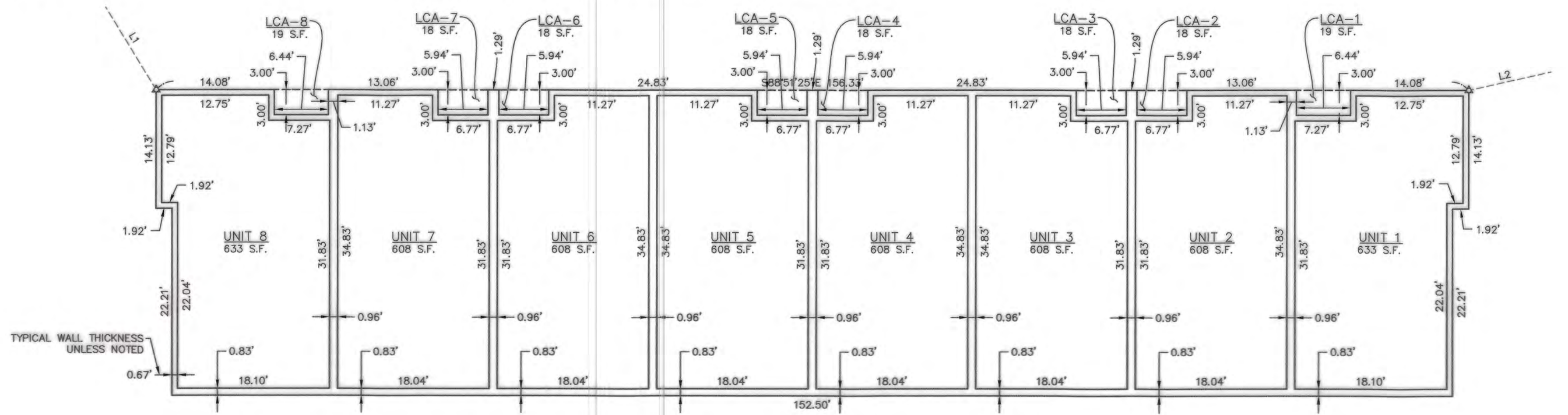
BOOK _____ OF PLATS, PAGE _____
 INSTRUMENT _____

LEGEND

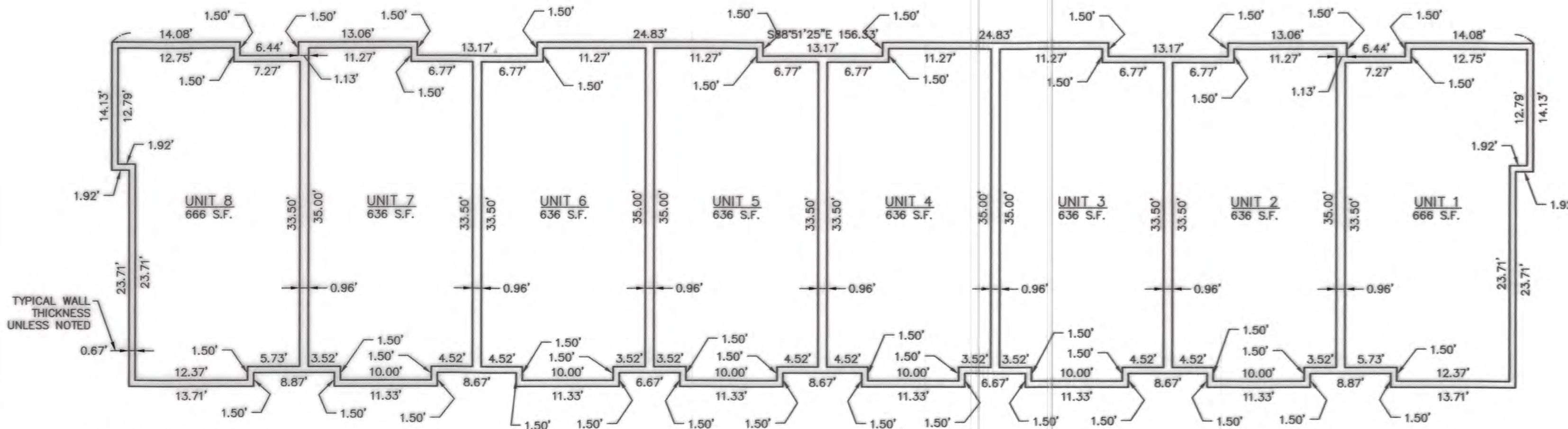
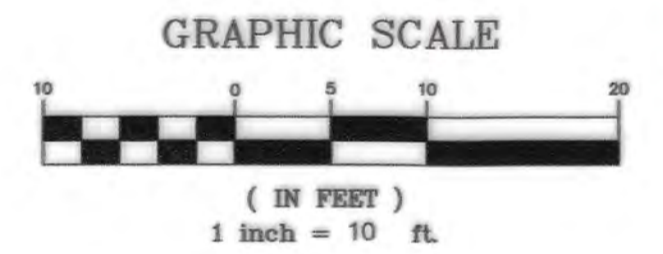
- ▲ CALCULATED POINT
NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###

BUILDING 1 UNIT AREAS:

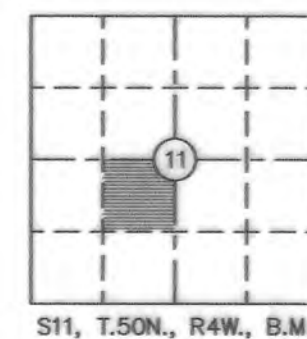
UNIT 1	UNIT AREA: 1985 S.F.
	LCA: 19 S.F.
UNIT 2	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 3	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 4	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 5	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 6	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 7	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 8	UNIT AREA: 1985 S.F.
	LCA: 19 S.F.



BUILDING 1
 LOWER LEVEL



BUILDING 1
 MAIN LEVEL



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 5 OF 13

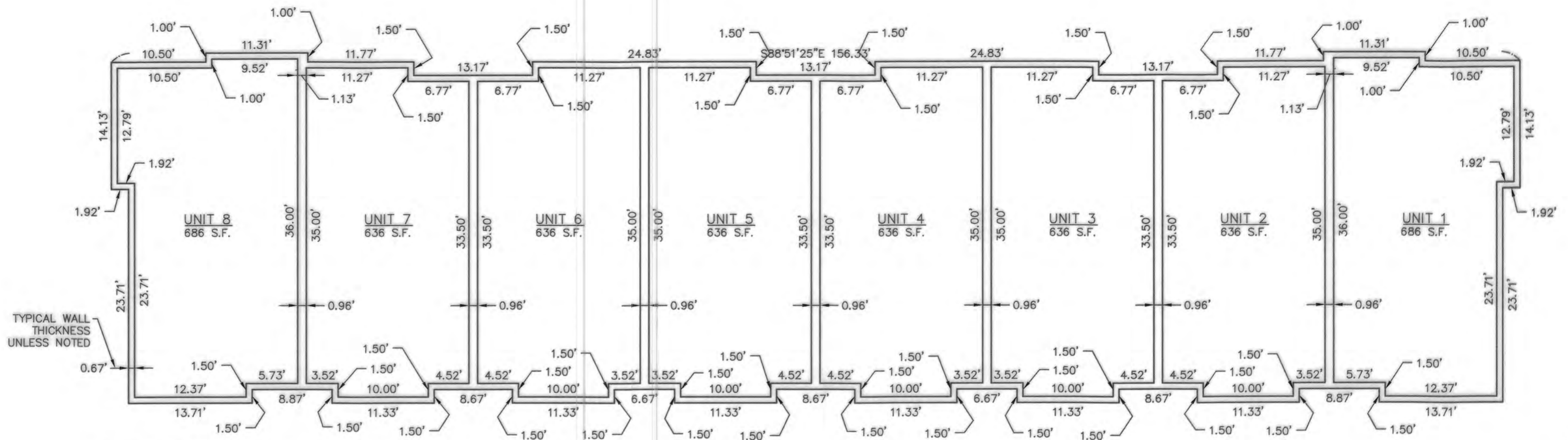
PINEWOOD CONDOMINIUMS

BOOK ____ OF PLATS, PAGE ____
INSTRUMENT _____

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

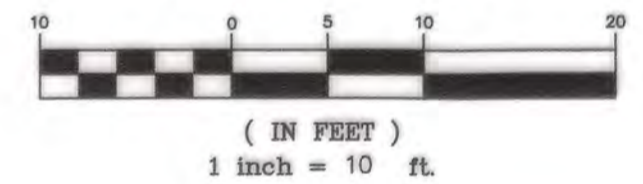
LEGEND

- ▲ CALCULATED POINT
- NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###



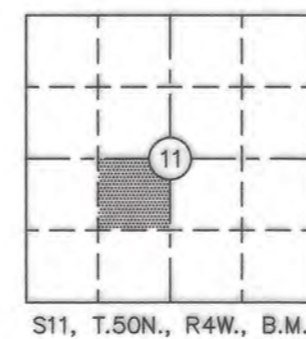
BUILDING 1
UPPER LEVEL

GRAPHIC SCALE



UNIT 8	UNIT 7	UNIT 6	UNIT 5	UNIT 4	UNIT 3	UNIT 2	UNIT 1	28'-1/2" UPPER TOP
UNIT 8	UNIT 7	UNIT 6	UNIT 5	UNIT 4	UNIT 3	UNIT 2	UNIT 1	19'-11 1/2" UPPER F.F.E.
UNIT 8	UNIT 7	UNIT 6	UNIT 5	UNIT 4	UNIT 3	UNIT 2	UNIT 1	18'-6 3/4" MAIN TOP
UNIT 8	UNIT 7	UNIT 6	UNIT 5	UNIT 4	UNIT 3	UNIT 2	UNIT 1	9'-5 3/4" MAIN F.F.E.
UNIT 8	UNIT 7	UNIT 6	UNIT 5	UNIT 4	UNIT 3	UNIT 2	UNIT 1	8'-1" LOWER TOP
UNIT 8	UNIT 7	UNIT 6	UNIT 5	UNIT 4	UNIT 3	UNIT 2	UNIT 1	0'-0" LOWER F.F.E.

BUILDING 1 ELEVATION VIEW



storhäug
civil engineering planning
landscape architecture surveying

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE	SCALE
04/14/2026	1" = 10'
FIELD BOOK	DRAWN
24-043	JRB
PROJECT NUMBER	DRAWING NO.
24-043	6 OF 13

PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
 WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

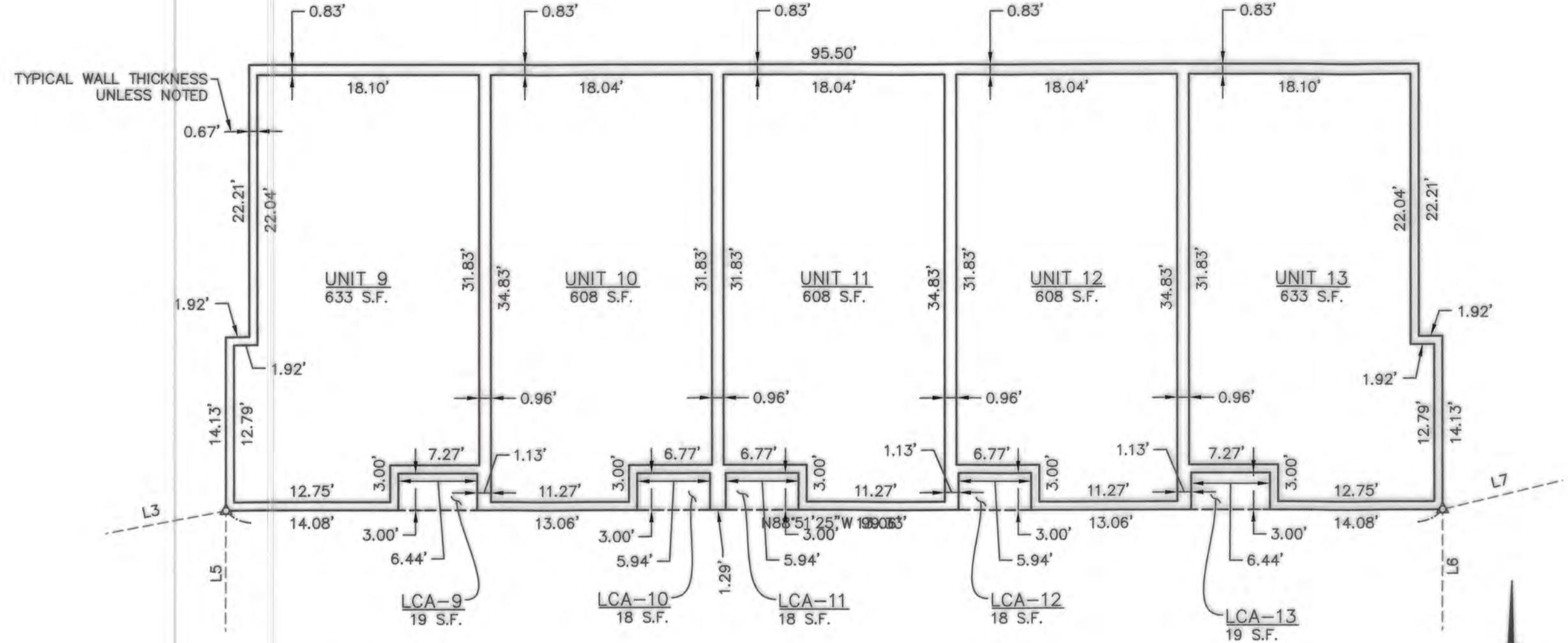
BOOK _____ OF PLATS, PAGE _____
 INSTRUMENT _____

LEGEND

- △ CALCULATED POINT
NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###

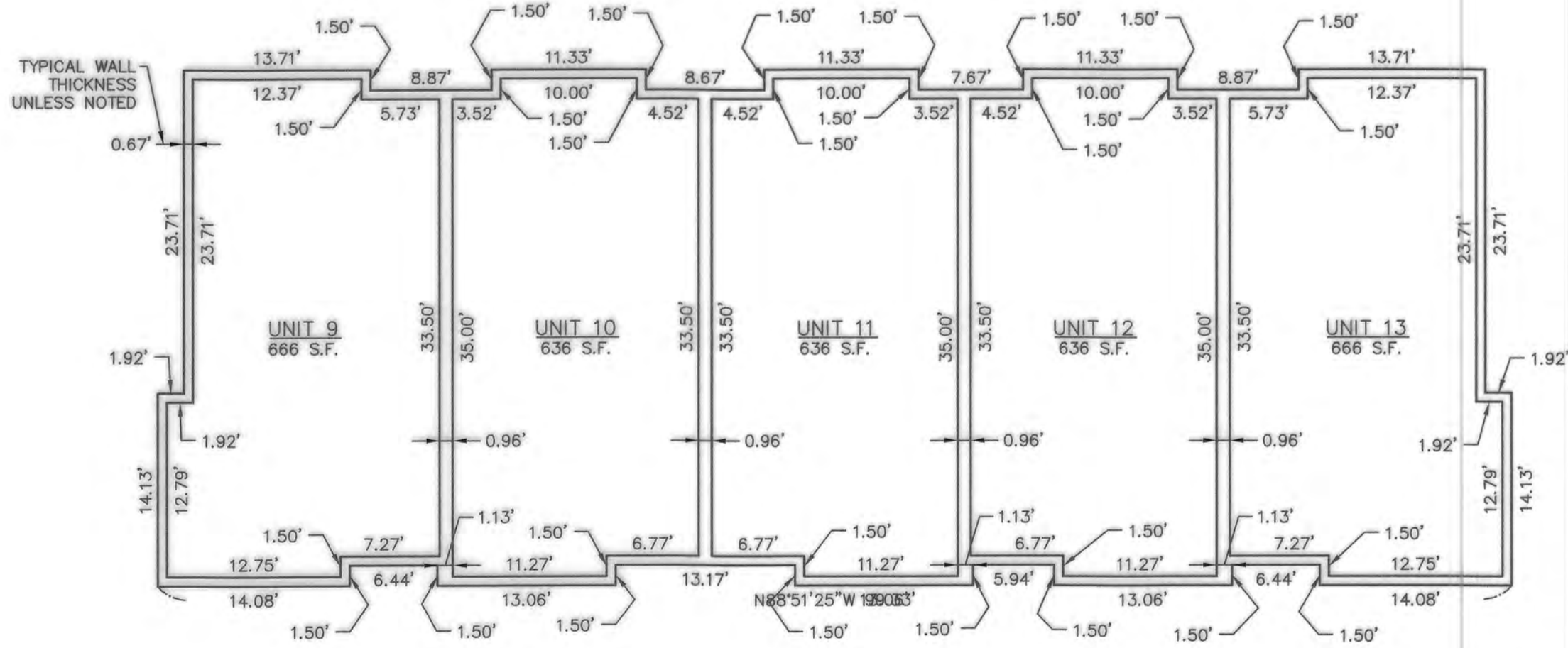
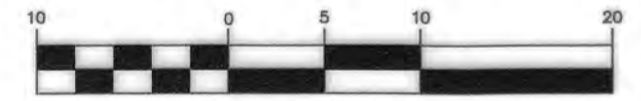
BUILDING 2 UNIT AREAS:

- UNIT 9
UNIT AREA: 1985 S.F.
LCA: 19 S.F.
- UNIT 10
UNIT AREA: 1880 S.F.
LCA: 18 S.F.
- UNIT 11
UNIT AREA: 1880 S.F.
LCA: 18 S.F.
- UNIT 12
UNIT AREA: 1880 S.F.
LCA: 18 S.F.
- UNIT 13
UNIT AREA: 1985 S.F.
LCA: 19 S.F.

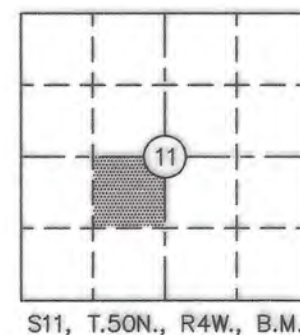


BUILDING 2
LOWER LEVEL

GRAPHIC SCALE



BUILDING 2
MAIN LEVEL



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 7 OF 13

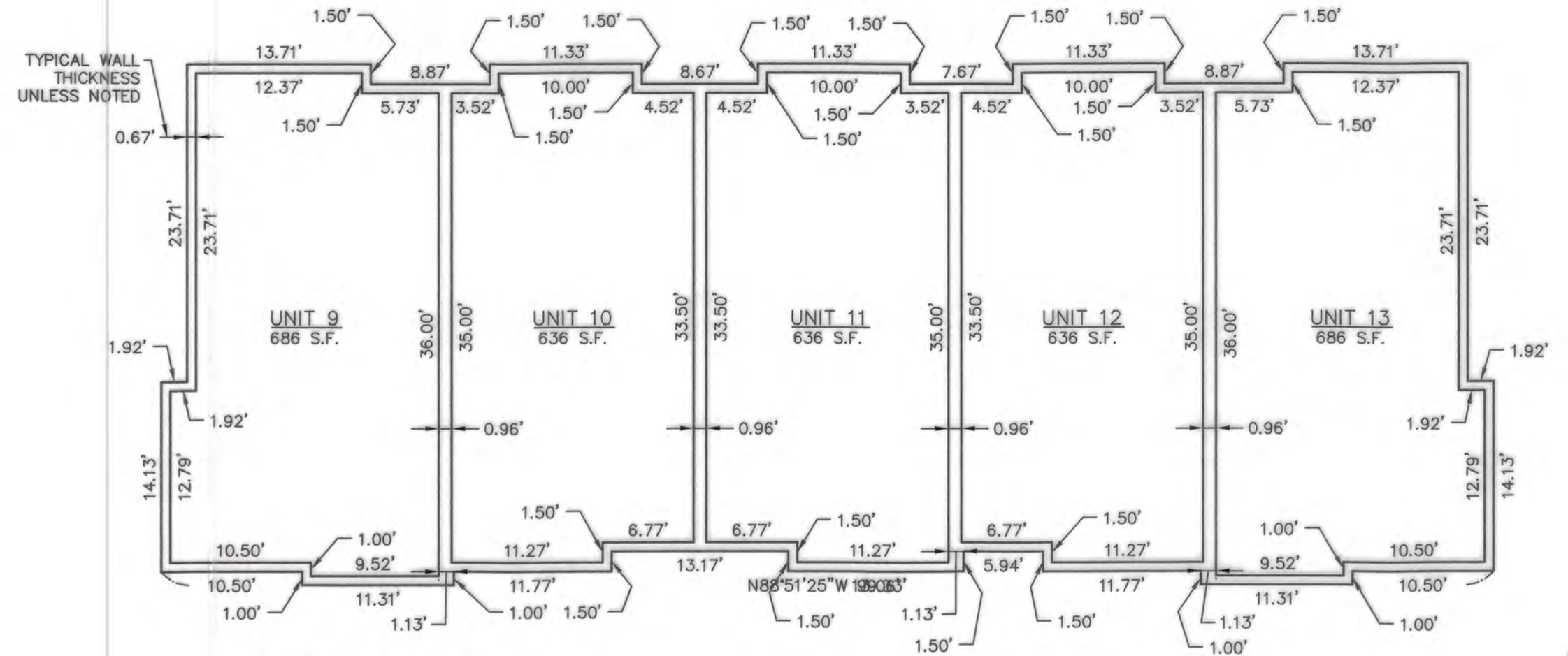
PINEWOOD CONDOMINIUMS

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

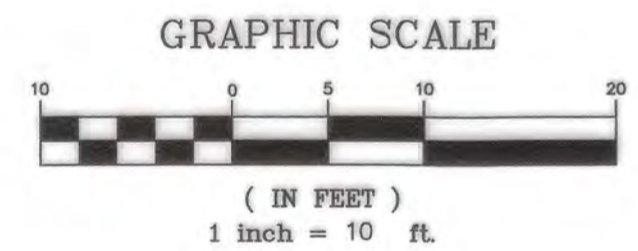
LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

- ▲ CALCULATED POINT
- NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###



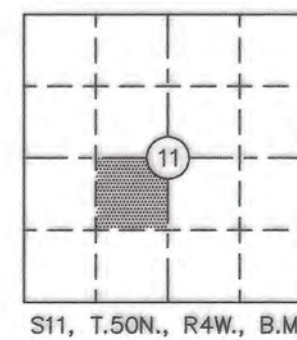
BUILDING 2
UPPER LEVEL



UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	28'-1 1/2" UPPER TOP
UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	19'-11 1/2" UPPER F.F.E.
UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	18'-6 3/4" MAIN TOP
UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	9'-5 3/4" MAIN F.F.E.
UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	8'-1" LOWER TOP
UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	0'-0" LOWER F.F.E.



BUILDING 2 ELEVATION VIEW



civil engineering planning
landscape architecture surveying

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 8 OF 13

24-043-CONDO.dwg PGB BE-2

PINEWOOD CONDOMINIUMS

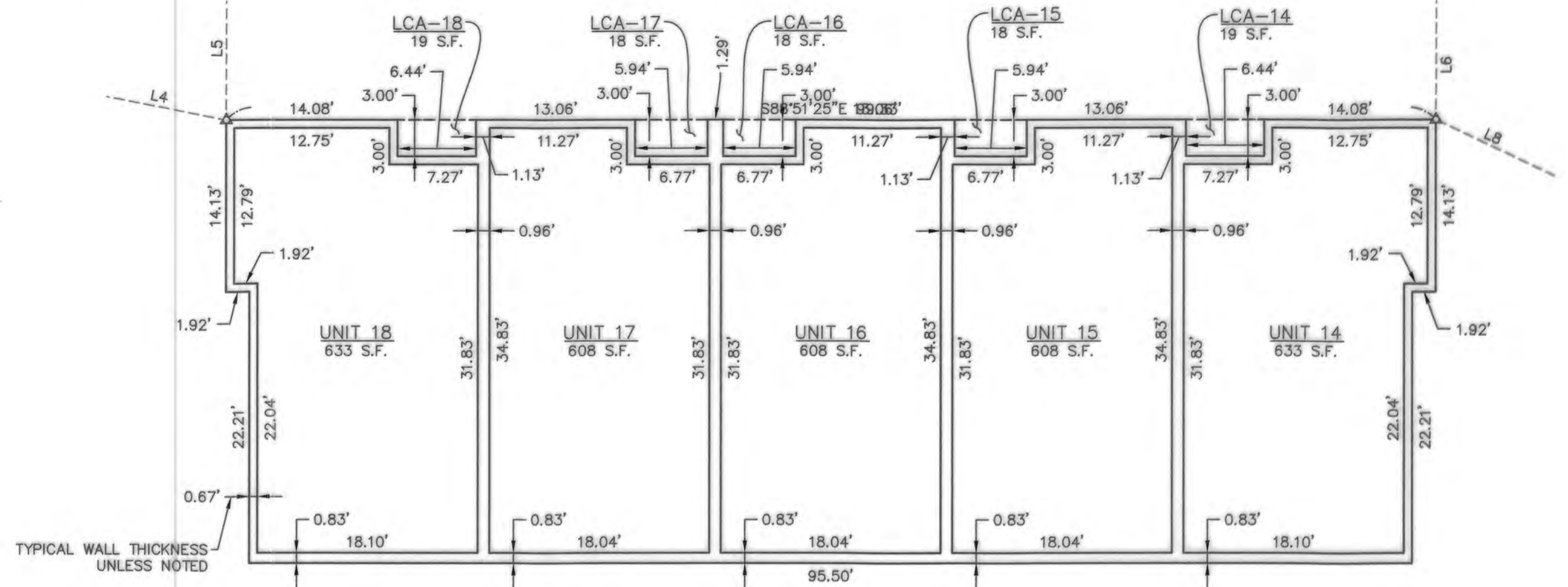
LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
 WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

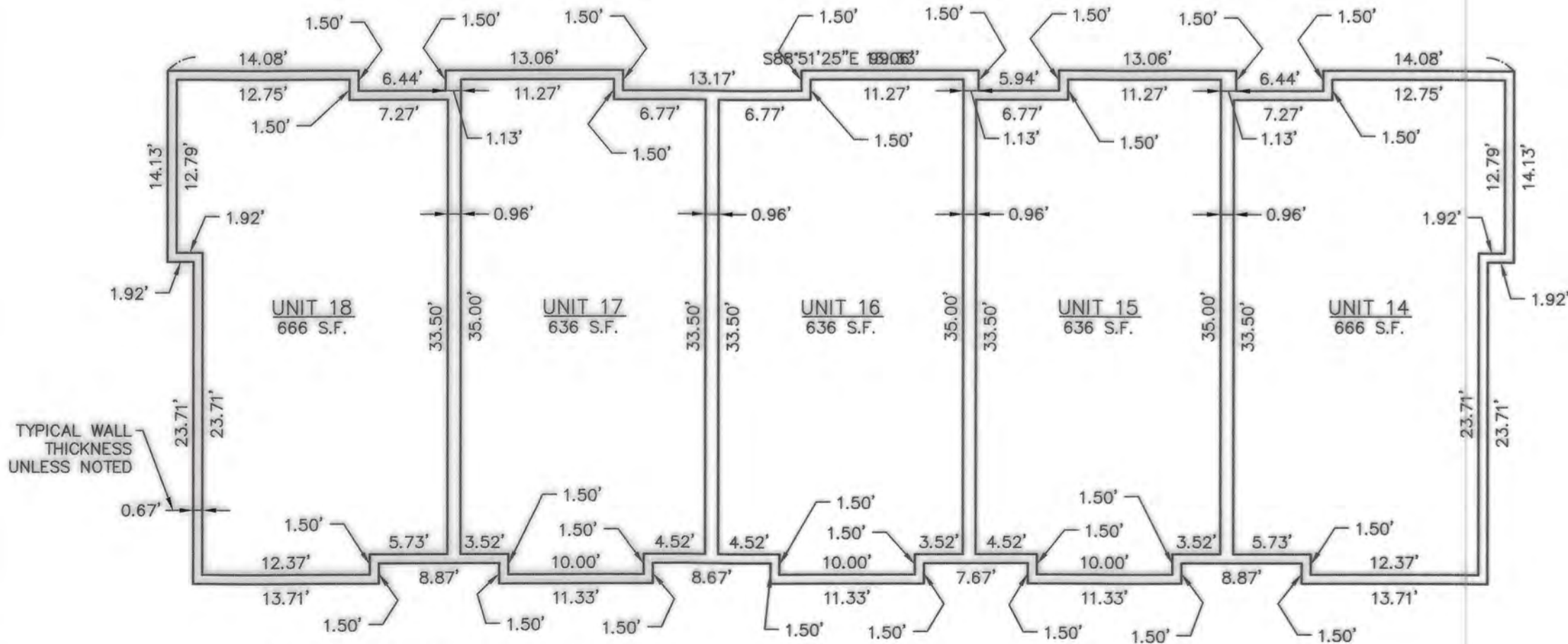
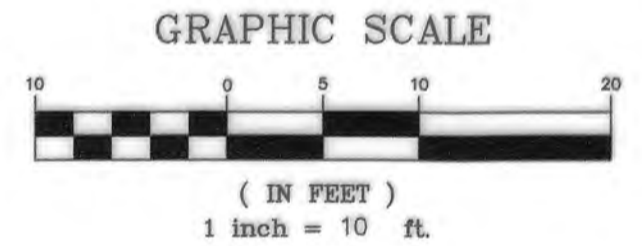
- ▲ CALCULATED POINT
NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###

BUILDING 3 UNIT AREAS:

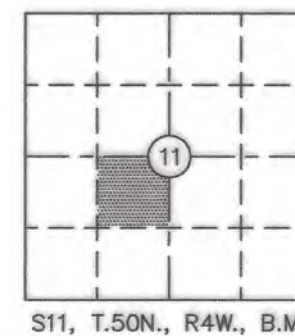
- UNIT 14
UNIT AREA: 1985 S.F.
LCA: 19 S.F.
- UNIT 15
UNIT AREA: 1880 S.F.
LCA: 18 S.F.
- UNIT 16
UNIT AREA: 1880 S.F.
LCA: 18 S.F.
- UNIT 17
UNIT AREA: 1880 S.F.
LCA: 18 S.F.
- UNIT 18
UNIT AREA: 1985 S.F.
LCA: 19 S.F.



BUILDING 3
LOWER LEVEL



BUILDING 3
MAIN LEVEL



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 9 OF 13

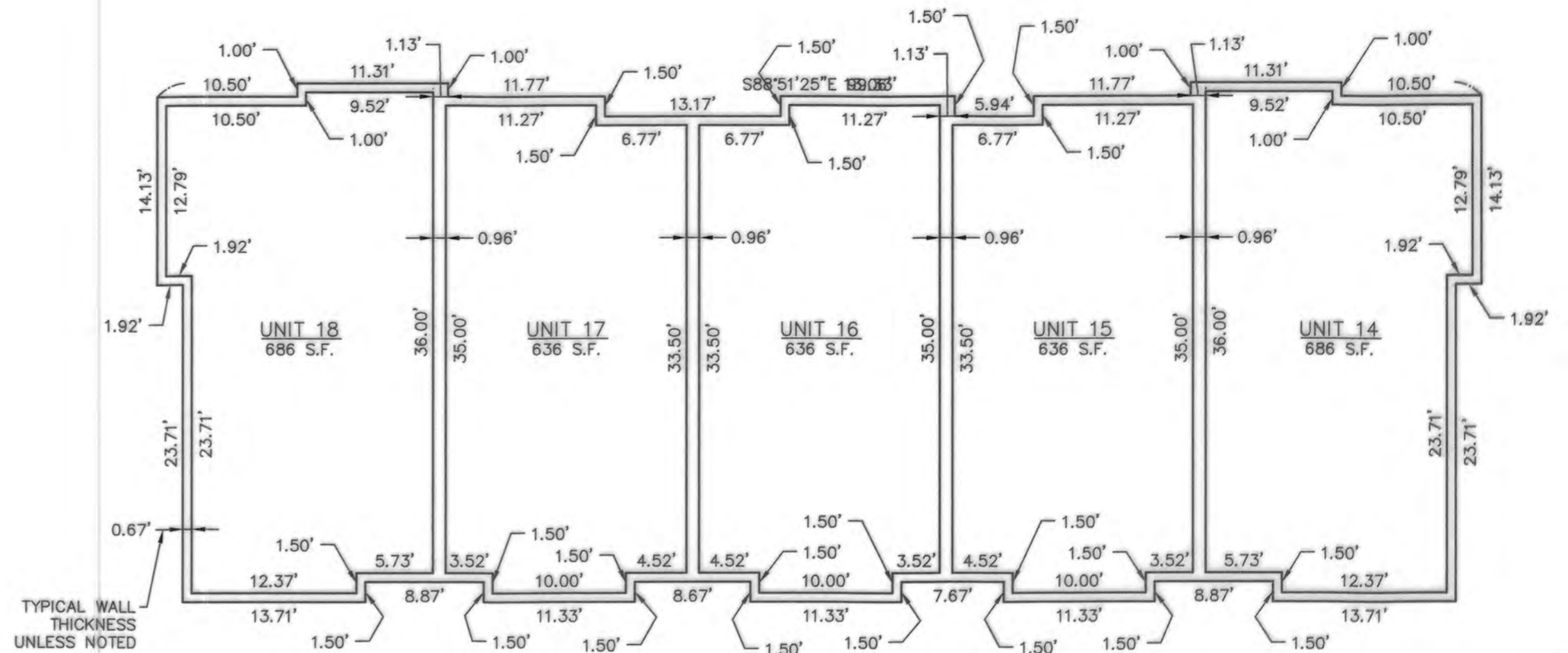
PINEWOOD CONDOMINIUMS

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

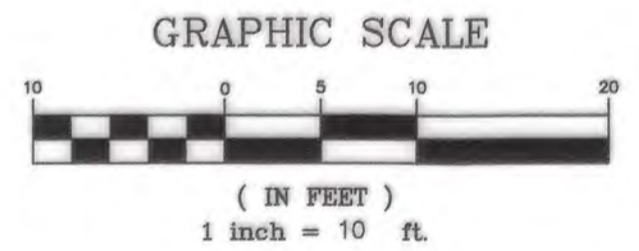
LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

- ▲ CALCULATED POINT
NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###



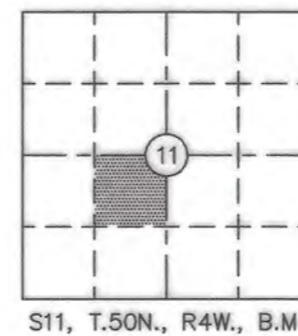
BUILDING 3
UPPER LEVEL



UNIT 18	UNIT 17	UNIT 16	UNIT 15	UNIT 14	28'-1 1/2" ◆ UPPER TOP
UNIT 18	UNIT 17	UNIT 16	UNIT 15	UNIT 14	19'-11 1/2" ◆ UPPER F.F.E.
UNIT 18	UNIT 17	UNIT 16	UNIT 15	UNIT 14	18'-6 3/4" ◆ MAIN TOP
UNIT 18	UNIT 17	UNIT 16	UNIT 15	UNIT 14	9'-5 3/4" ◆ MAIN F.F.E.
UNIT 18	UNIT 17	UNIT 16	UNIT 15	UNIT 14	8'-1" ◆ LOWER TOP
UNIT 18	UNIT 17	UNIT 16	UNIT 15	UNIT 14	0'-0" ◆ LOWER F.F.E.



BUILDING 3 ELEVATION VIEW



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 10 OF 13

PINEWOOD CONDOMINIUMS

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

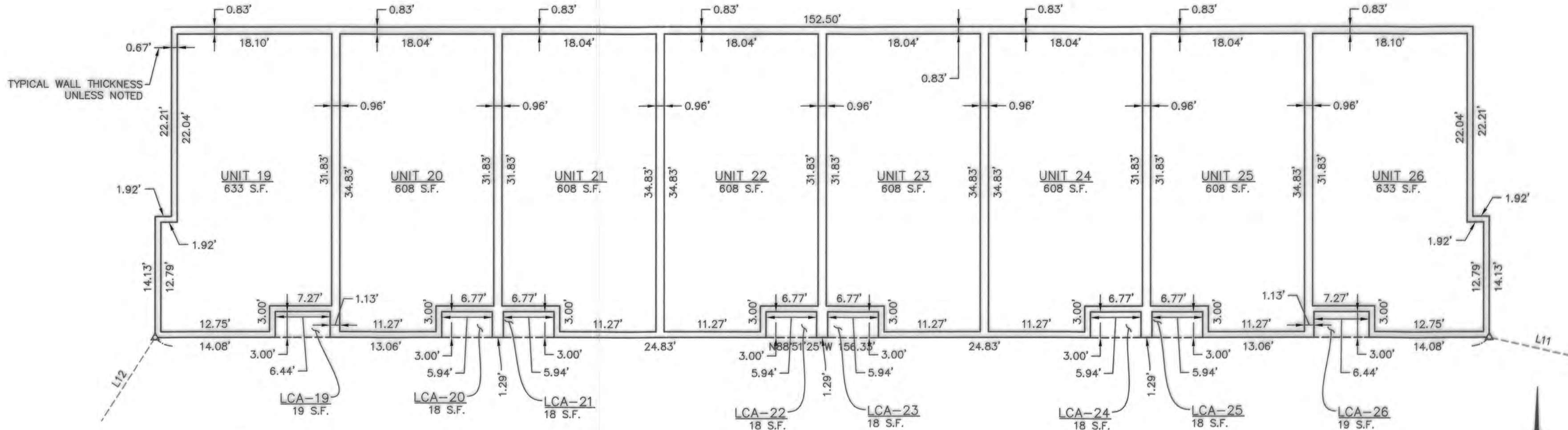
LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

- ▲ CALCULATED POINT
NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###

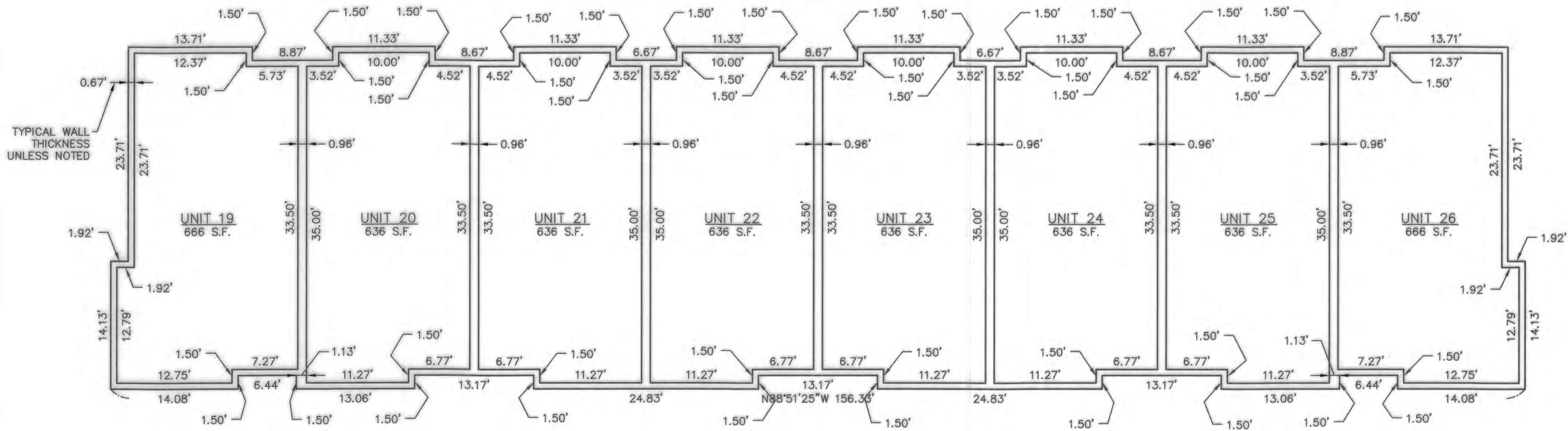
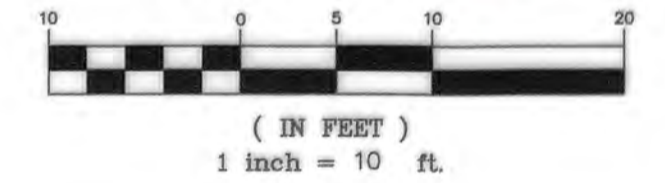
BUILDING 4 UNIT AREAS:

UNIT 19	UNIT AREA: 1985 S.F.
	LCA: 19 S.F.
UNIT 20	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 21	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 22	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 23	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 24	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 25	UNIT AREA: 1880 S.F.
	LCA: 18 S.F.
UNIT 26	UNIT AREA: 1985 S.F.
	LCA: 19 S.F.

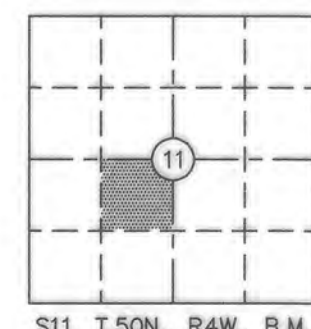


BUILDING 4
LOWER LEVEL

GRAPHIC SCALE



BUILDING 4
MAIN LEVEL



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 11 OF 13

24-043-CONDO.dwg PG11 B4-1

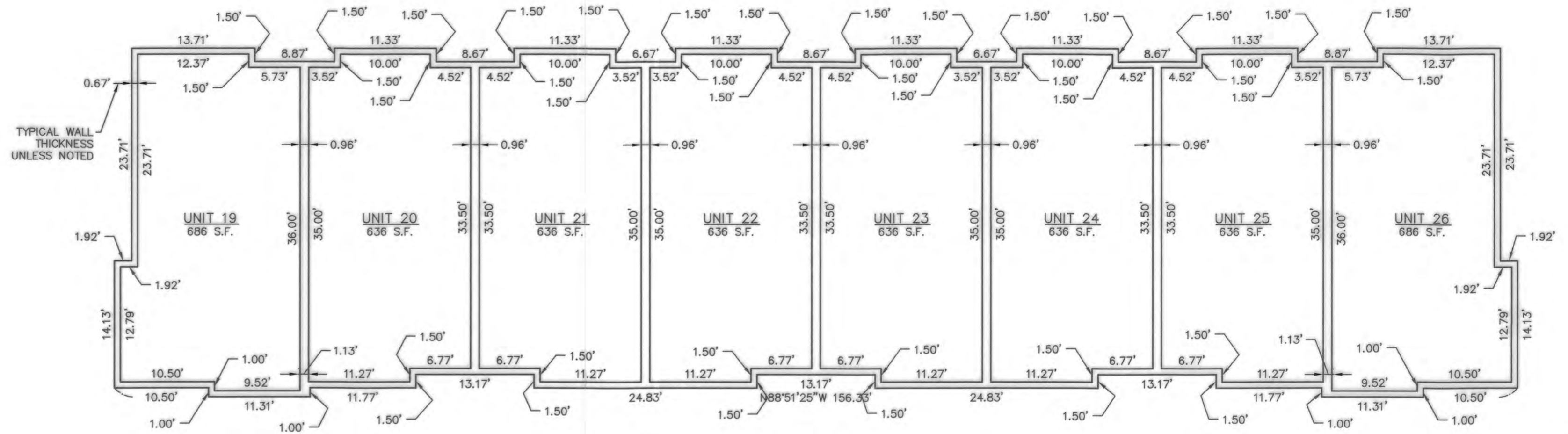
PINEWOOD CONDOMINIUMS

LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
 WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

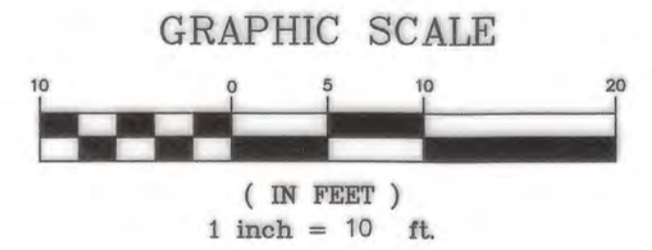
BOOK _____ OF PLATS, PAGE _____
 INSTRUMENT _____

LEGEND

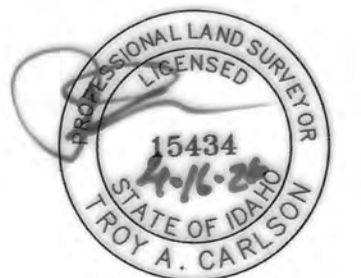
- △ CALCULATED POINT
- NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###



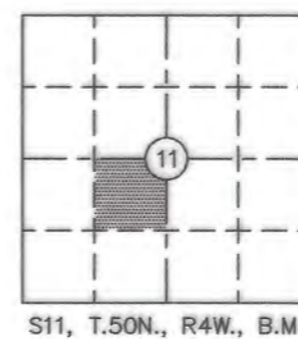
BUILDING 4
 UPPER LEVEL



UNIT 19	UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	28'-1/2" UPPER TOP
UNIT 19	UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	19'-11 1/2" UPPER F.F.E.
UNIT 19	UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	18'-6 3/4" MAIN TOP
UNIT 19	UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	9'-5 3/4" MAIN F.F.E.
UNIT 19	UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	8'-1" LOWER TOP
UNIT 19	UNIT 20	UNIT 21	UNIT 22	UNIT 23	UNIT 24	UNIT 25	UNIT 26	0'-0" LOWER F.F.E.



BUILDING 4 ELEVATION VIEW



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 12 OF 13

24-043-CONDO.dwg PG12 BA-2

PINEWOOD CONDOMINIUMS

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____

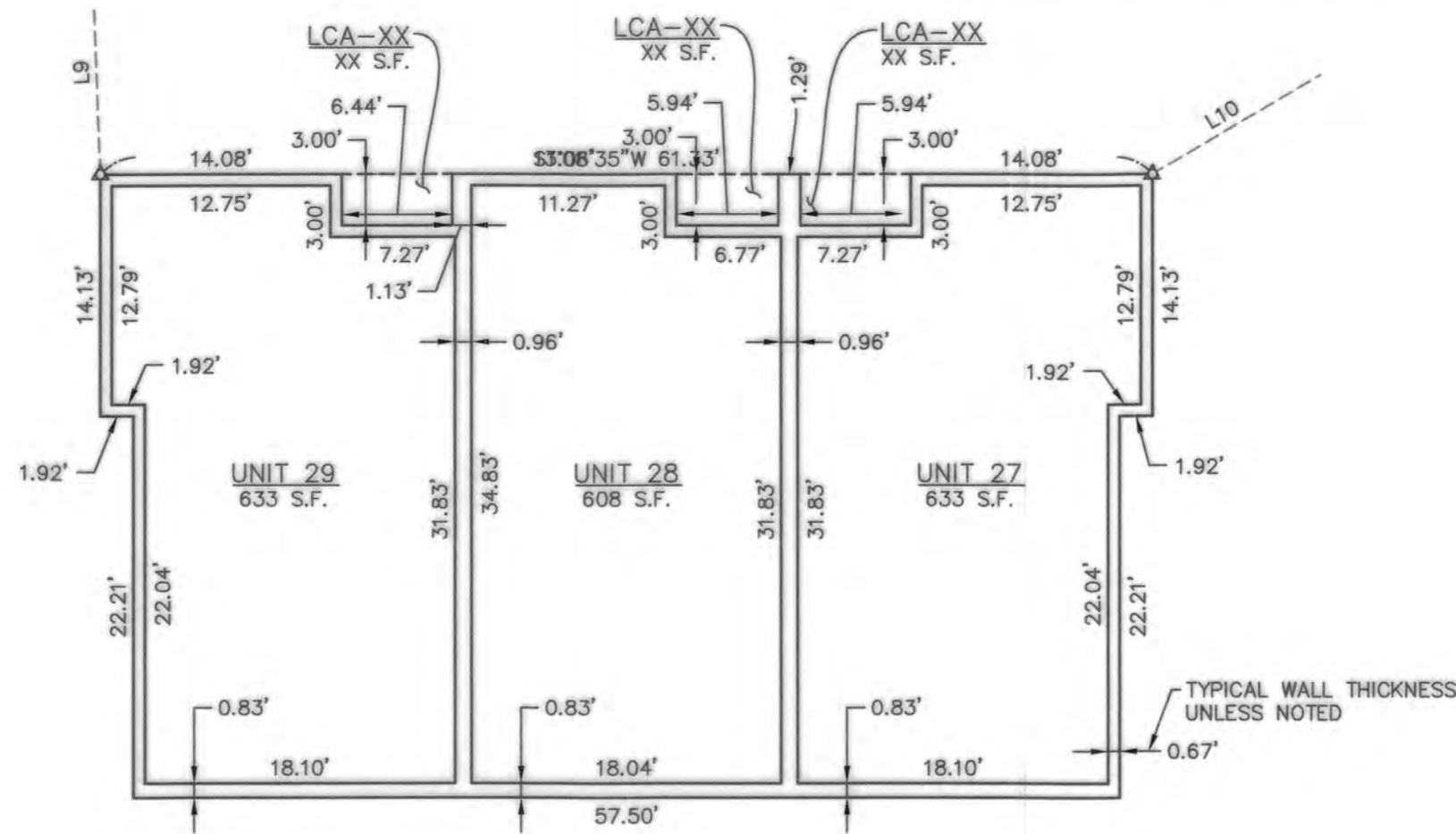
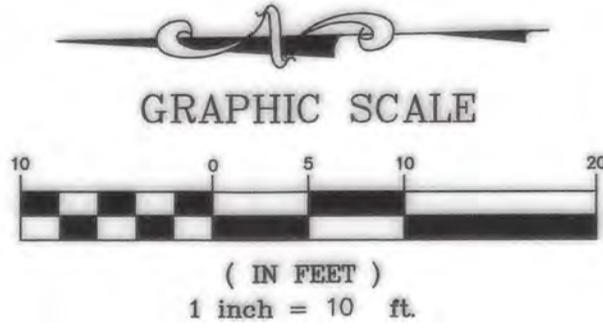
LOT 1, BLOCK 1, PINEWOOD ADDITION (BOOK M OF PLATS, PAGES 47-47A)
WITHIN GOVERNMENT LOT 15 (NE 1/4 OF THE SW 1/4),
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

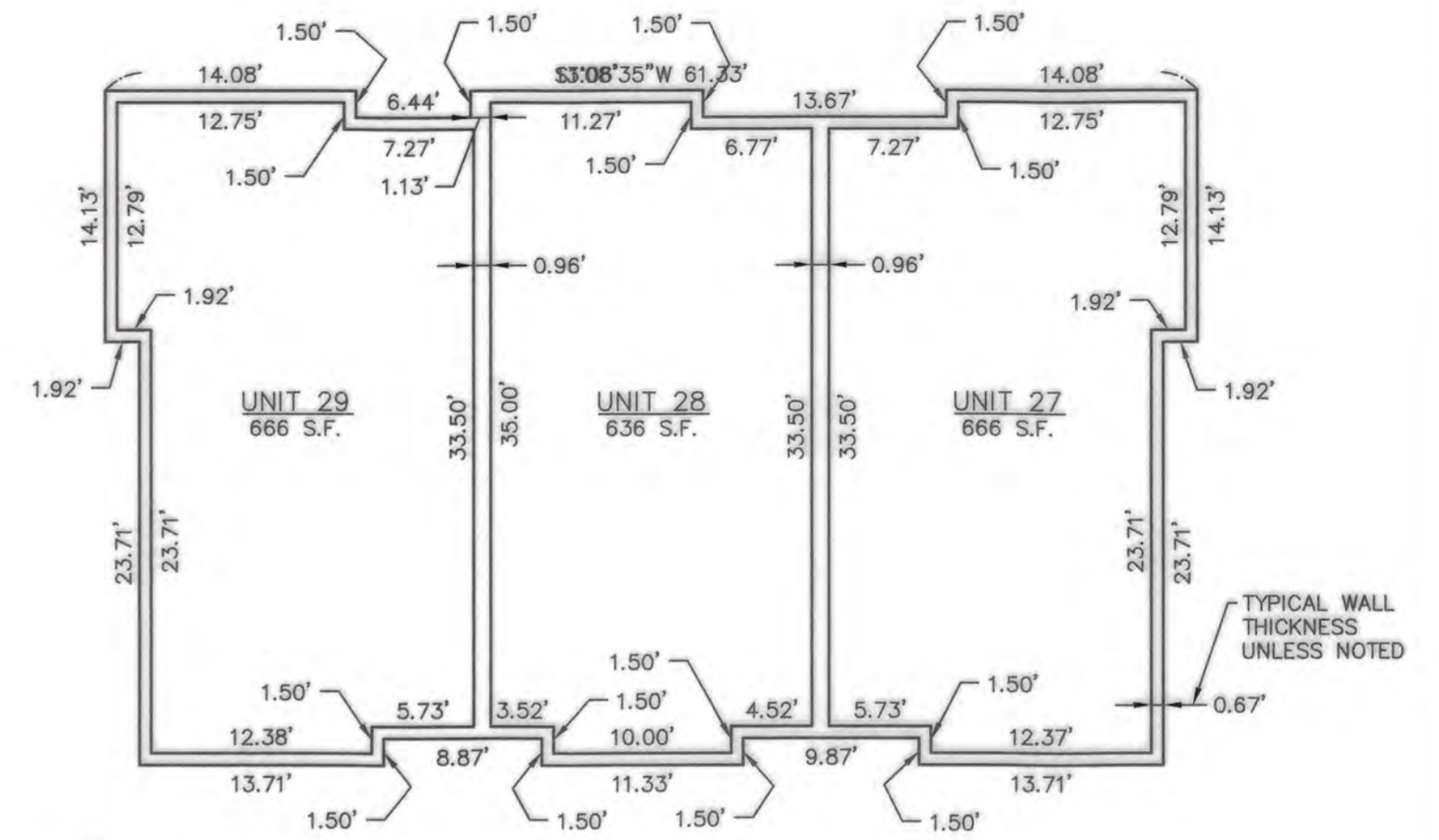
- ▲ CALCULATED POINT
NOTHING FOUND OR SET
- LCA-### LIMITED COMMON AREA FOR UNIT ###

BUILDING 5 UNIT AREAS:

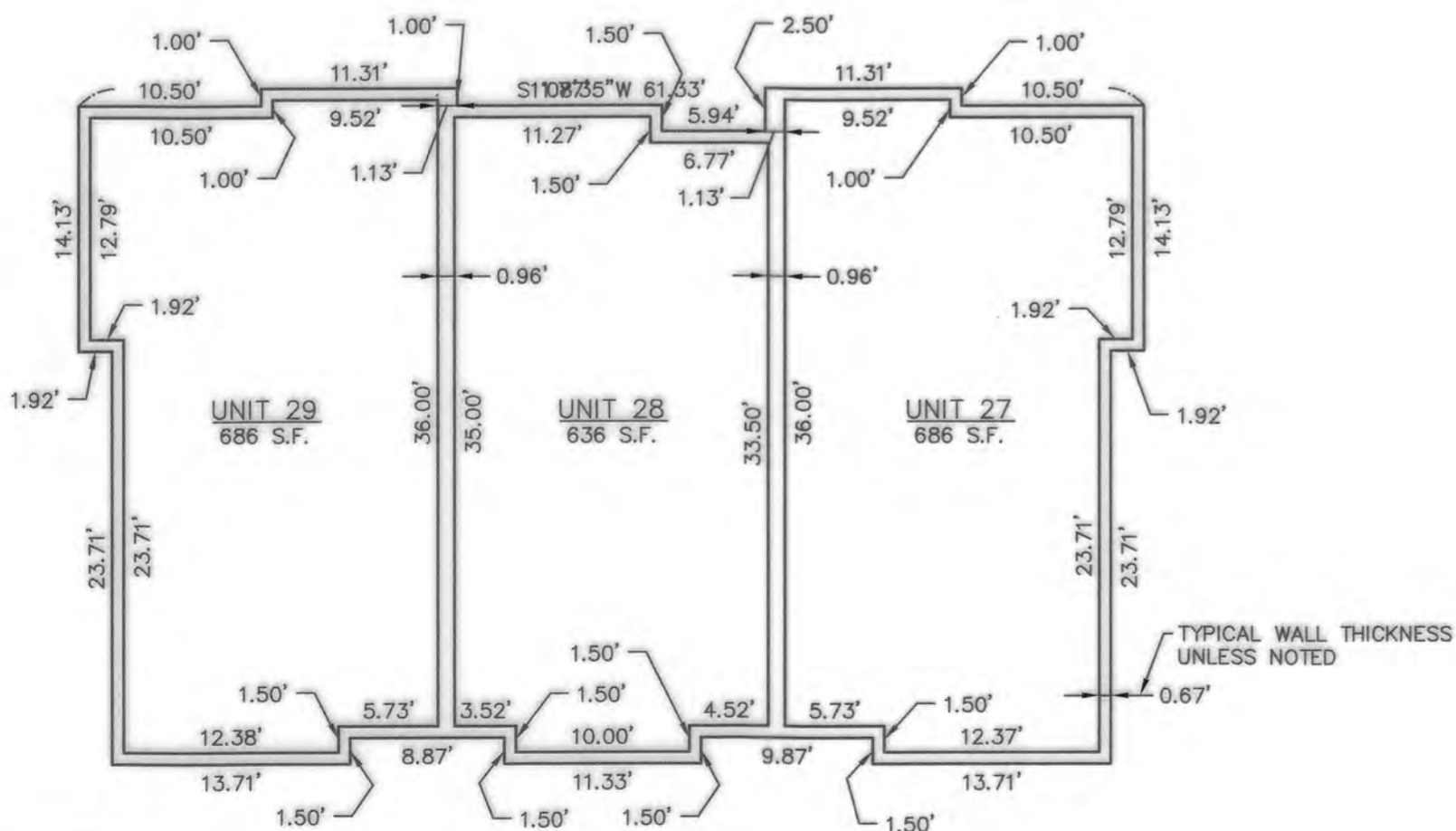
- UNIT 27
UNIT AREA: 1,985 S.F.
LCA: 19 S.F.
- UNIT 28
UNIT AREA: 1,880 S.F.
LCA: 18 S.F.
- UNIT 29
UNIT AREA: 1,985 S.F.
LCA: 19 S.F.



BUILDING 5
LOWER LEVEL



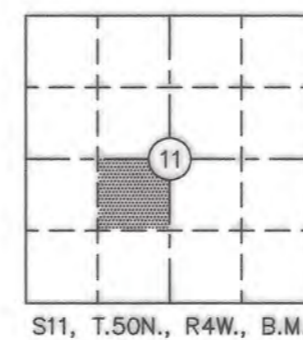
BUILDING 5
MAIN LEVEL



BUILDING 5
UPPER LEVEL

UNIT 29	UNIT 28	UNIT 27	28'-1/2" UPPER TOP
UNIT 29	UNIT 28	UNIT 27	19'-11 1/2" UPPER F.F.E.
UNIT 29	UNIT 28	UNIT 27	18'-6 3/4" MAIN TOP
UNIT 29	UNIT 28	UNIT 27	9'-5 3/4" MAIN F.F.E.
UNIT 29	UNIT 28	UNIT 27	8'-1" LOWER TOP
UNIT 29	UNIT 28	UNIT 27	0'-0" LOWER F.F.E.

BUILDING 5 ELEVATION VIEW



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

DATE 04/14/2026	SCALE 1" = 10'
FIELD BOOK 24-043	DRAWN JRB
PROJECT NUMBER 24-043	DRAWING NO. 13 OF 13

24-043-CONDO.dwg PG13 B5

CITY COUNCIL STAFF REPORT

DATE: May 5, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-25-15c, Interlake Condominiums Project Amendment No. 2, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot, thirty-four (34) unit commercial condominium subdivision.

HISTORY

Applicant: Chris Meyer
Glacier 700, LLC
2100 Northwest Blvd
Coeur d'Alene, ID 83814

Location: 700 W. Ironwood (South side of Ironwood Drive between Medina Street and U.S. Highway 95)

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This is a re-plat of the Interlake Condominiums Project Amendments No. 1 plat located in Coeur d'Alene, into a three (3) lot, thirty-four (34) condominium units. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

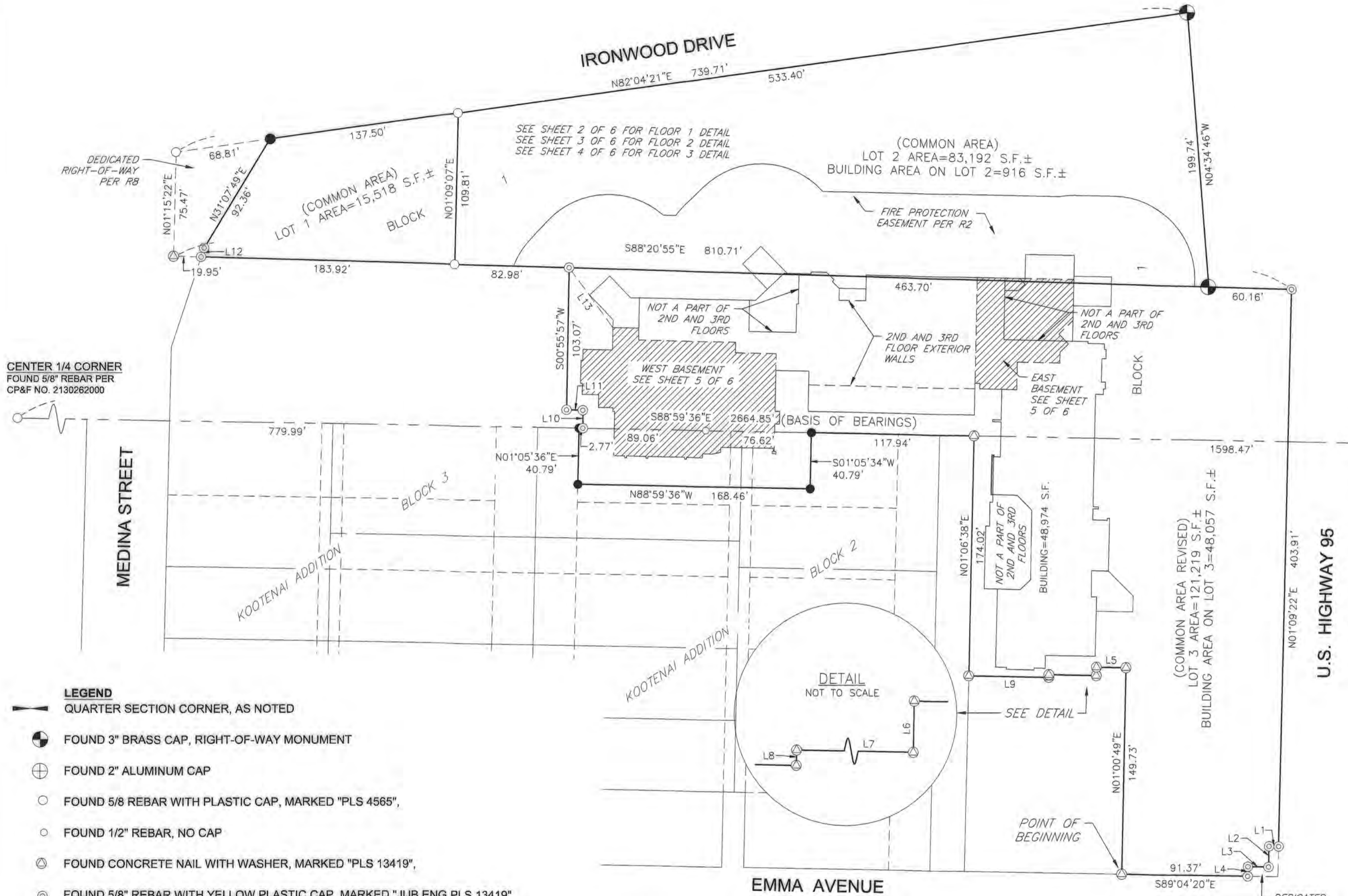
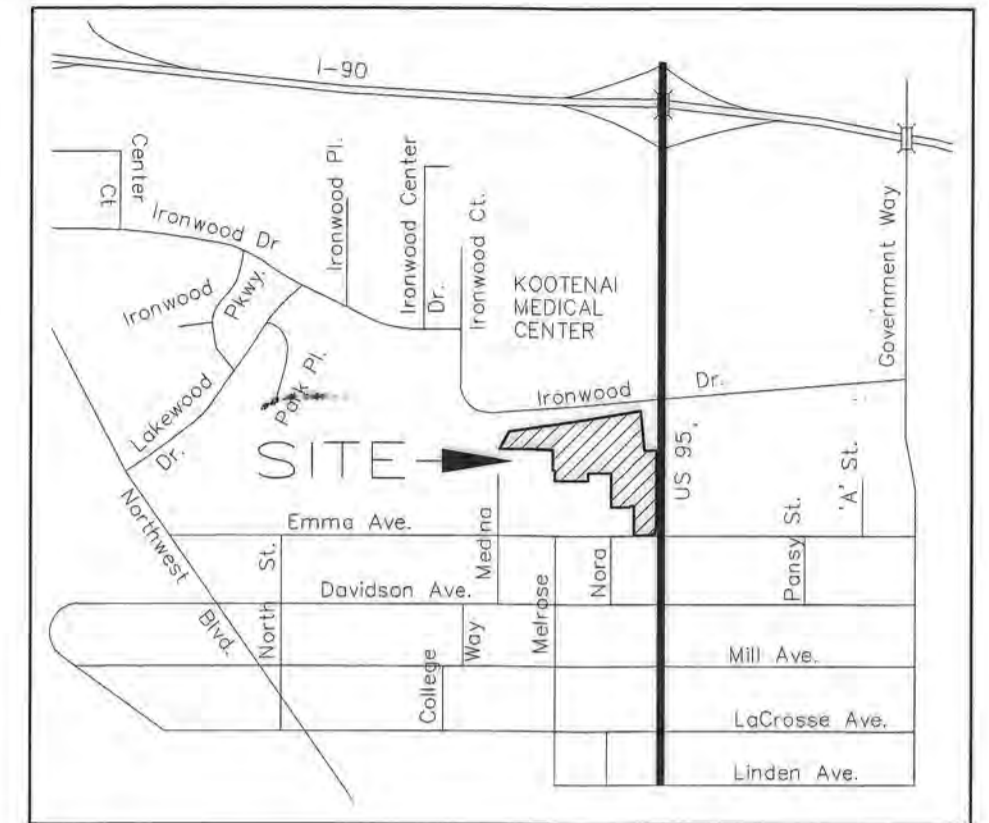
City Council approval of the final plat document

INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 2

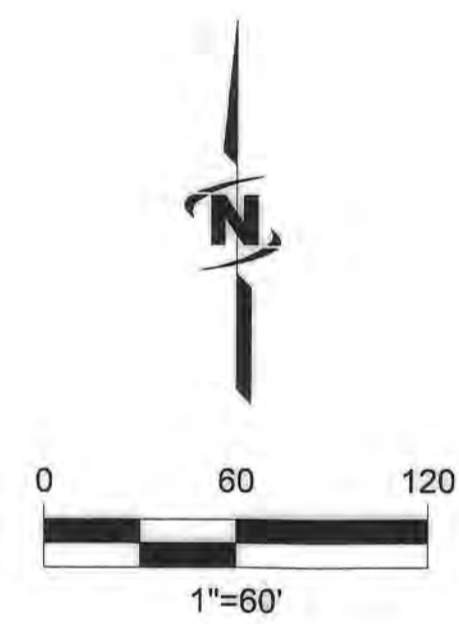
INTERLAKE CONDOMINIUMS LOCATED IN THE EAST 1/2 OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PLAT BOOK _____ PAGE _____

INSTRUMENT NO. _____



1/4 CORNER
FOUND ALUMINUM CAP
IN MONUMENT BOX PER
CP&F NO. 1657187



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PLAT IS S88°59'36"E PER PLAT OF INTERLAKE CONDOMINIUMS, RECORDED IN BOOK I OF PLATS, PAGES 242A-242F, RECORDS OF KOOTENAI COUNTY.

- LEGEND**
- ⊙ QUARTER SECTION CORNER, AS NOTED
 - ⊕ FOUND 3" BRASS CAP, RIGHT-OF-WAY MONUMENT
 - ⊕ FOUND 2" ALUMINUM CAP
 - FOUND 5/8 REBAR WITH PLASTIC CAP, MARKED "PLS 4565",
 - FOUND 1/2" REBAR, NO CAP
 - ⊕ FOUND CONCRETE NAIL WITH WASHER, MARKED "PLS 13419",
 - ⊕ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENG PLS 13419"
 - SET 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENG PLS 13419"

- NARRATIVE / NOTES**
1. THIS AMENDED CONDOMINIUM PLAT IS BEING PREPARED TO SHOW ADJUSTMENTS TO CERTAIN INTERIOR CONDOMINIUM UNITS AND ADJUSTMENTS TO THE BOUNDARY AS SHOWN HEREON.
 2. COMMON AREAS ARE TO BE MAINTAINED ACCORDING TO REQUIREMENTS AS SET FORTH IN THE COVENANTS.
 3. EACH UNIT HAS NON-EXCLUSIVE RIGHT OF INGRESS, EGRESS AND SUPPORT THROUGH COMMON AREAS (IDAHO CODE SECTION 55-1509).
 3. TIES FROM BUILDING TO LOT CORNER AS SHOWN ON THIS SHEET ARE TO FIRST FLOOR EXTERIOR WALL CORNERS.
 4. RESTROOMS, ELEVATORS AND STAIRS ARE PART OF OF ADJOINING COMMON AREAS.
 5. AREAS AND ELEVATIONS SHOWN ARE BASED ON FIELD MEASUREMENTS AND BUILDING PLANS. EXACT VALUES MAY VARY FROM THE INFORMATION SHOWN.
 6. BASIS OF ELEVATION IS ASSUMED TO BE 100.00 ON TOP OF A 1/2" STEEL PIN IN THE PARKING LOT WEST OF THE PHARMACY DRIVE-THRU.

- SURVEY REFERENCES**
- R1: KOOTENAI ADDITION TO THE CITY OF COEUR D'ALENE, BOOK C OF PLATS, AT PAGE 8, RECORDED MAY 21, 1908, RECORDS OF KOOTENAI COUNTY.
 - R2: INTERLAKE ADDITION, BOOK I OF PLATS, PAGES 241, 241A-241B, RECORDED OCTOBER 16, 2000, RECORDS OF KOOTENAI COUNTY.
 - R3: INTERLAKE CONDOMINIUMS, BOOK I OF PLATS, PAGES 242A-242F, RECORDED OCTOBER 17, 2000, RECORDS OF KOOTENAI COUNTY.
 - R4: RECORD OF SURVEY BY GERMERY J. RUSSELL, PLS 13419, DATED AUGUST 13, 2012, INSTRUMENT NO. 2370291000, RECORDS OF KOOTENAI COUNTY.
 - R5: BOUNDARY LINE ADJUSTMENT / LOT AGGREGATION QUITCLAIM DEED, INSTRUMENT NO. 2368804000, RECORDED AUGUST 1, 2012, RECORDS OF KOOTENAI COUNTY.
 - R6: BOUNDARY LINE ADJUSTMENT DEED, INSTRUMENT NO. 2608540000, RECORDED AUGUST 22, 2012, RECORDS OF KOOTENAI COUNTY.
 - R7: GRANT DEED FOR RIGHT-OF-WAY PURPOSES, INSTRUMENT NO. 2576582000, RECORDS OF KOOTENAI COUNTY.
 - R8: GRANT DEED FOR RIGHT-OF-WAY PURPOSES, INSTRUMENT NO. 2603726000, RECORDS OF KOOTENAI COUNTY.
 - R9: QUITCLAIM DEED, INSTRUMENT NO. 2368809000, RECORDED AUGUST 1, 2012, RECORDS OF KOOTENAI COUNTY.
 - R10: QUITCLAIM DEED, INSTRUMENT NO. 2368805000, RECORDED AUGUST 1, 2012, RECORDS OF KOOTENAI COUNTY.
 - R11: RECORD OF SURVEY BY GERMERY J. RUSSELL, PLS 13419, DATED NOVEMBER 29, 2017, INSTRUMENT NO. 2622380000, RECORDS OF KOOTENAI COUNTY.
 - R12: INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 1, BOOK L OF PLATS, PAGES 216, 216A-216E, RECORDED DECEMBER 20, 2017, RECORDS OF KOOTENAI COUNTY.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°50'58"E	7.00'
L2	N1°09'02"E	15.00'
L3	S89°04'20"E	15.00'
L4	N0°55'40"E	7.00'
L5	N88°59'11"W	21.39'
L6	N1°00'49"E	6.19'
L7	S88°59'11"E	34.43'
L8	N1°00'49"E	1.86'
L9	S88°59'11"E	58.05'
L10	S0°01'53"E	13.05'
L11	S88°29'38"E	11.85'
L12	S18°09'58"W	6.79'
L13	S36°12'35"E	53.97'



JUB
J-U-B ENGINEERS, INC.

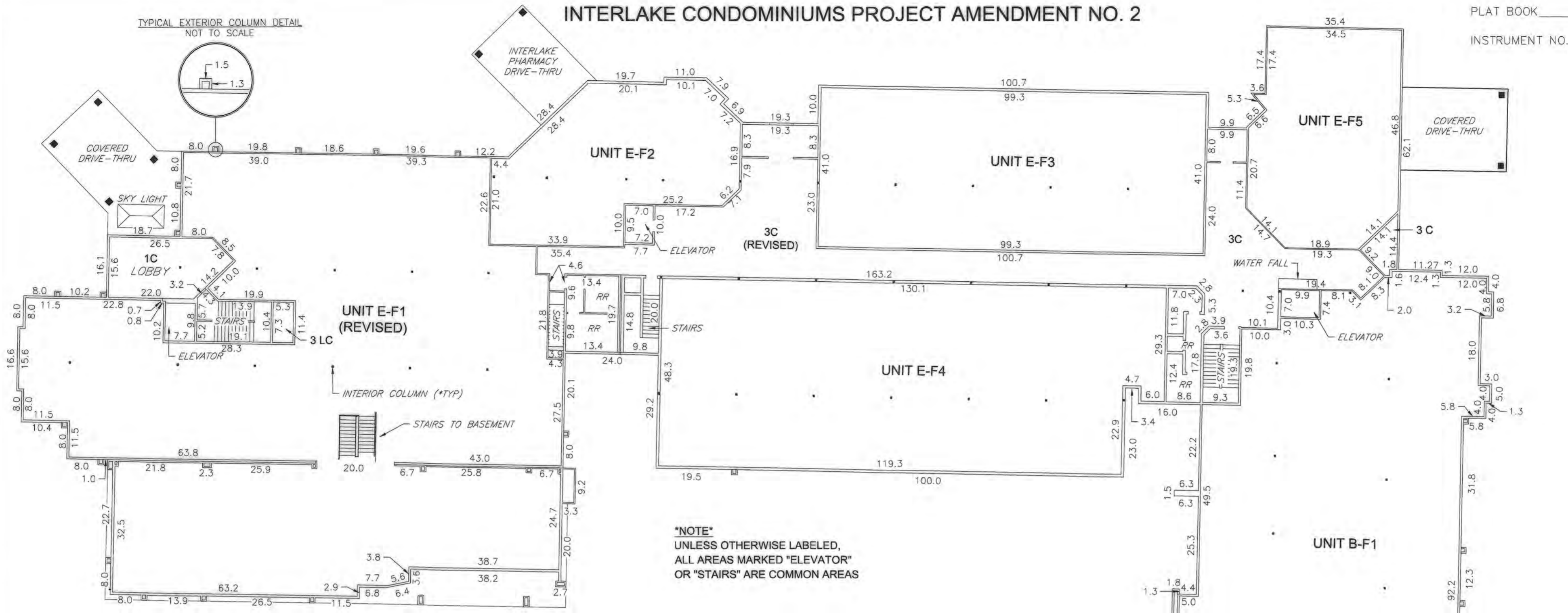
7825 Meadowlark Way
Coeur d'Alene, ID 83815
p | 208 762 8787 w | www.jub.com

Dwg Name: 20-24-053_V-101
Date: February 3, 2026
Dr: DFG / BLC Ch: GJR Sheet 1 of 6

INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 2

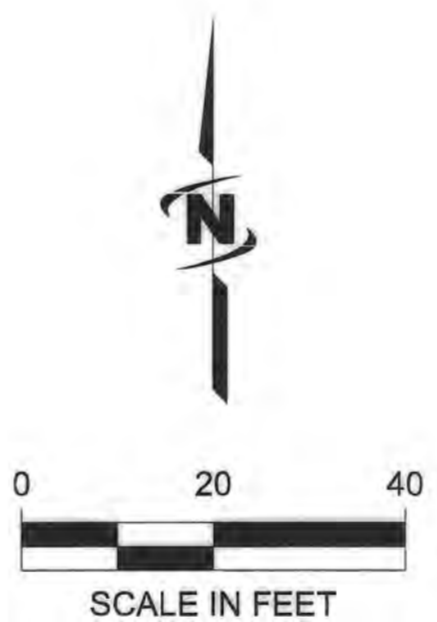
PLAT BOOK _____ PAGE _____

INSTRUMENT NO. _____

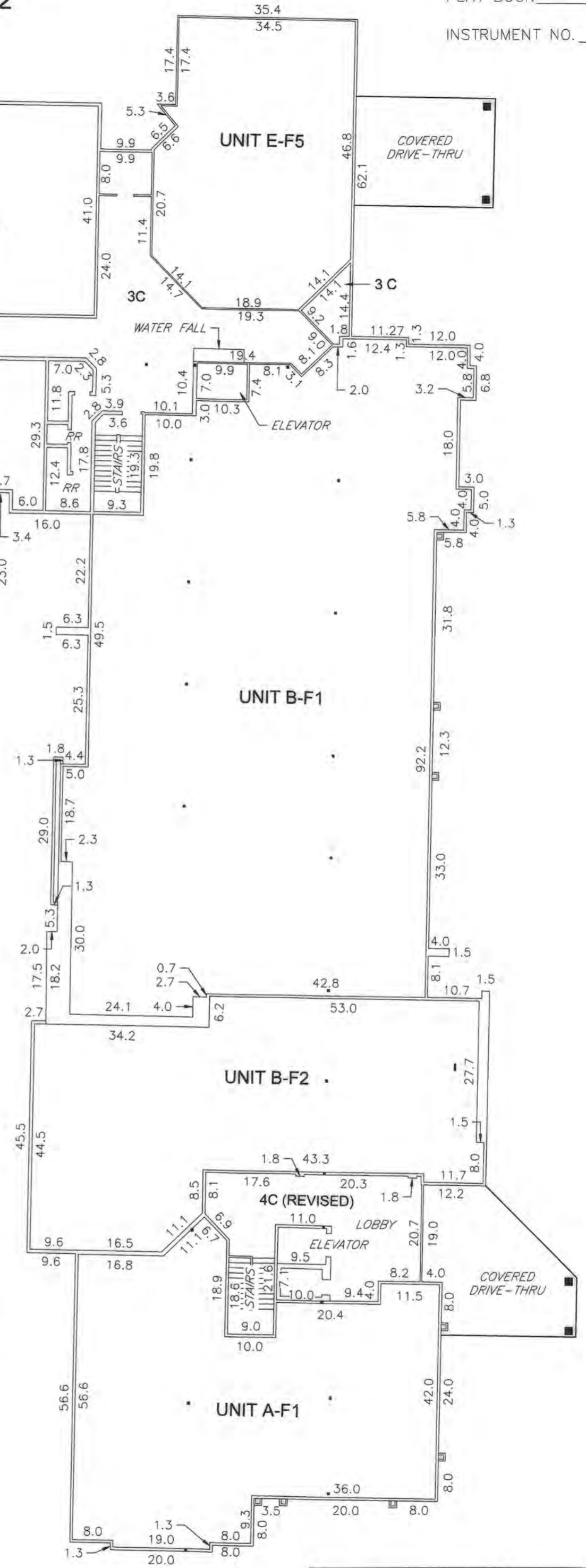


FIRST FLOOR

LIMITED COMMON	COMMON	UNIT NUMBER	AREA (S.F.)	FLOOR ELEVATION	CEILING ELEVATION
1 LC	ABSORBED INTO UNIT E-F1				
2 LC	ABSORBED INTO 4C (MISLABELED AS 3LC ON PLAT AMENDMENT 1)				
3 LC			55	100.86	109.53
	1 C		733	100.86	109.53
	2 C	ABSORBED INTO UNIT E-F1			
	3 C		4,477	100.86	109.53
	4 C		1,009	100.86	109.53
		UNIT A-F1	3,332	100.86	109.53
		UNIT B-F1	8,363	100.86	109.53
		UNIT B-F2	3,302	100.86	109.53
		UNIT E-F1	11,907	100.86	109.53
		UNIT E-F2	2,037	100.86	109.53
		UNIT E-F3	4,073	100.86	109.53
		UNIT E-F4	6,065	100.86	109.53
		UNIT E-F5	2,013	100.86	109.53



LEGEND
 C COMMON AREA
 LC LIMITED COMMON AREA
 RR RESTROOM (COMMON AREA)
 UNIT A-F1 UNIT DESIGNATION-FIRST FLOOR



JUB
 J-U-B ENGINEERS, INC.

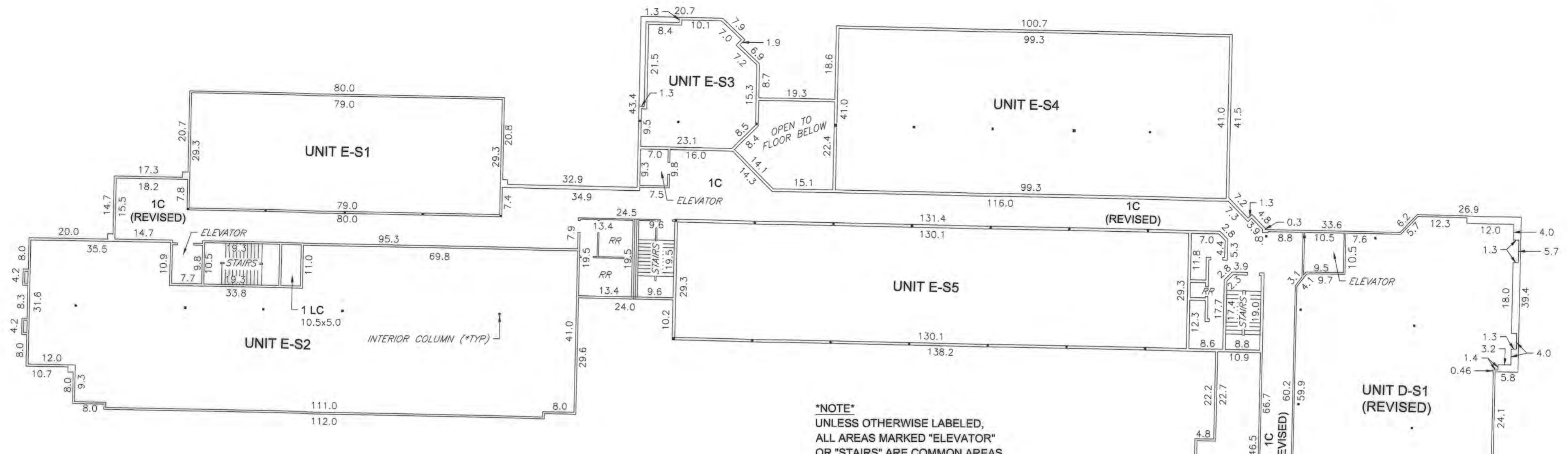
7825 Meadowlark Way
 Coeur d'Alene, ID 83815
 p | 208 762 8787 w | www.jub.com

Dwg Name: 20-24-053_V-102
 Date: August 13, 2025
 Dr: DFG/PJH Ch: GJR Sheet 2 of 6

INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 2

PLAT BOOK _____ PAGE _____

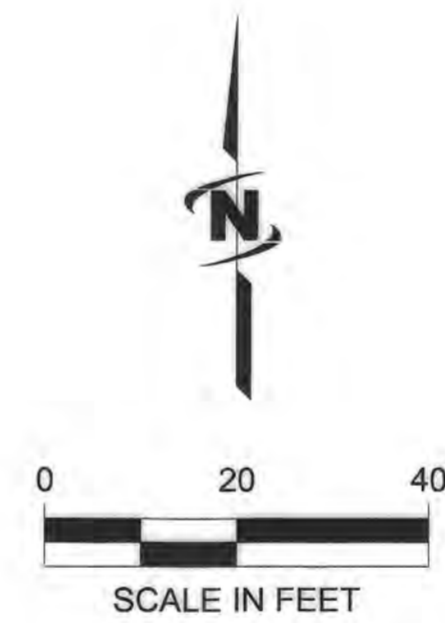
INSTRUMENT NO. _____



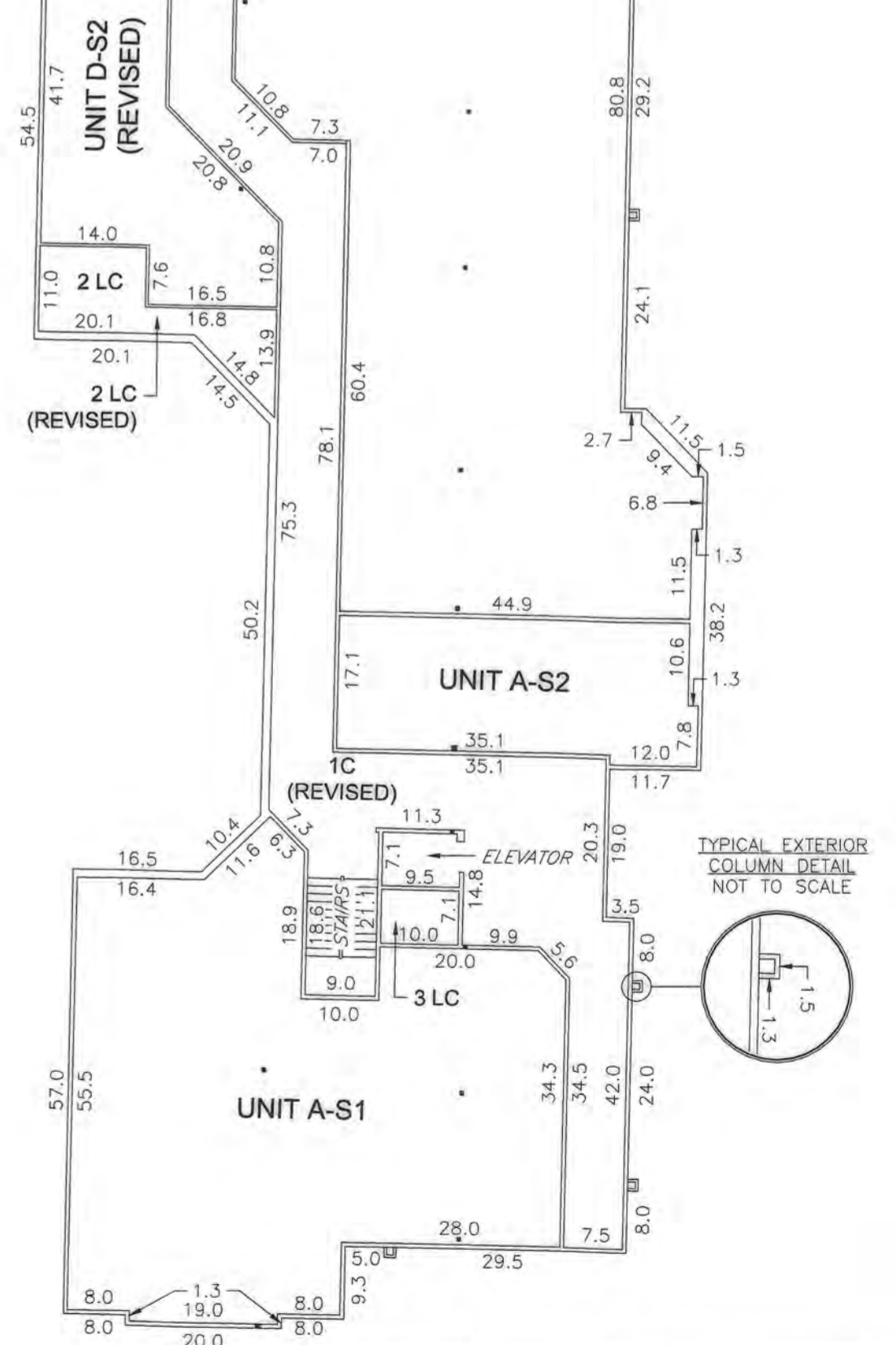
SECOND FLOOR

LIMITED COMMON	COMMON	UNIT NUMBER	AREA(S.F.)	FLOOR ELEVATION	CEILING ELEVATION
1 LC			52	113.63	122.30
2 LC			263	113.63	122.30
3 LC			71	113.63	122.30
	1 C		6,860	113.63	122.30
		UNIT A-S1	2,968	113.63	122.30
		UNIT A-S2	791	113.63	122.30
		UNIT E-S1	2,311	113.63	122.30
		UNIT E-S2	5,361	113.63	122.30
		UNIT E-S3	830	113.63	122.30
		UNIT E-S4	4,073	113.63	122.30
		UNIT E-S5	3,816	113.63	122.30
		UNIT D-S1	6,562	113.63	122.30
		UNIT D-S2	1,182	113.63	122.30

NOTE
UNLESS OTHERWISE LABELED,
ALL AREAS MARKED "ELEVATOR"
OR "STAIRS" ARE COMMON AREAS



- LEGEND**
- C COMMON AREA
 - LC LIMITED COMMON AREA
 - RR RESTROOM (COMMON AREA)
 - UNIT A-S1 UNIT DESIGNATION-SECOND FLOOR



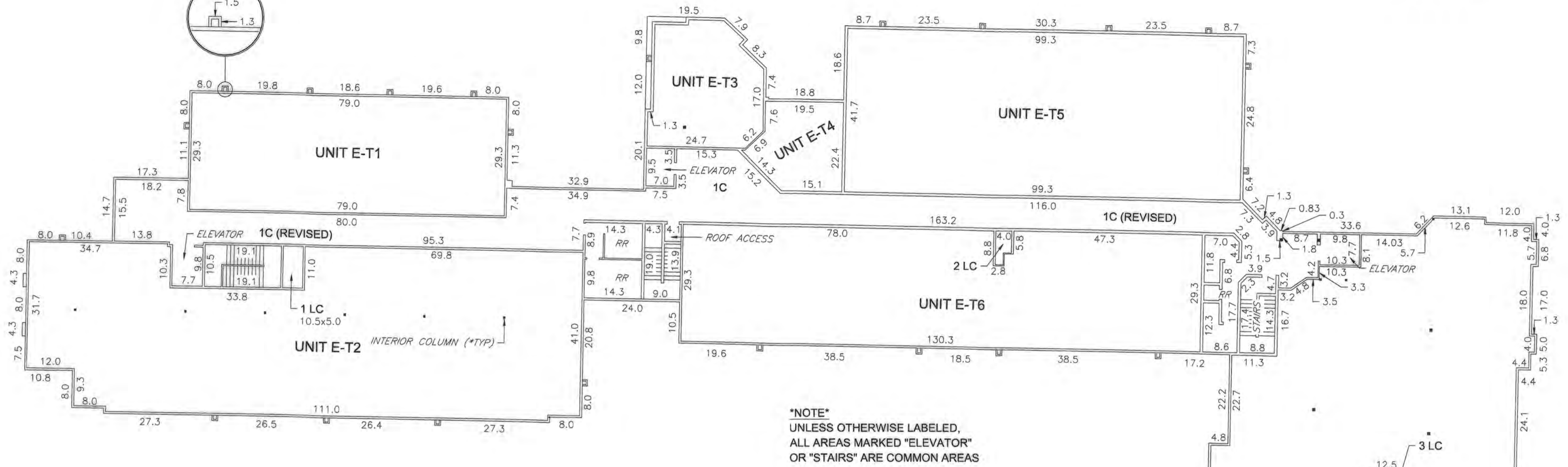
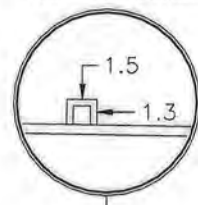
JUB
J-U-B ENGINEERS, INC.

7825 Meadowlark Way
Coeur d'Alene, ID 83815
p | 208 762 8787 w | www.jub.com

Dwg Name: 20-24-053_V-103
Date: February 3, 2026
Dr: DFG / PJH Ch: GJR Sheet 3 of 6

INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 2

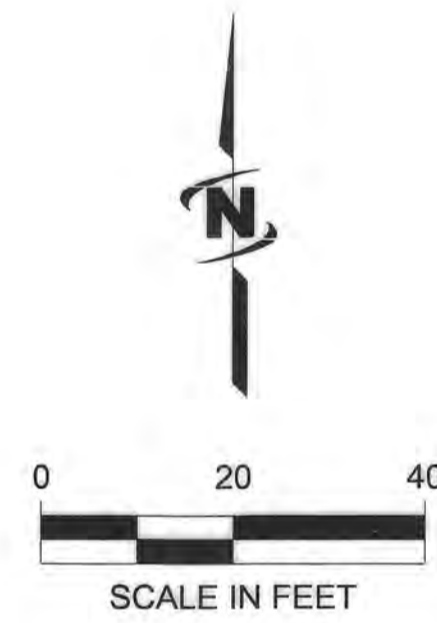
TYPICAL EXTERIOR COLUMN DETAIL
NOT TO SCALE



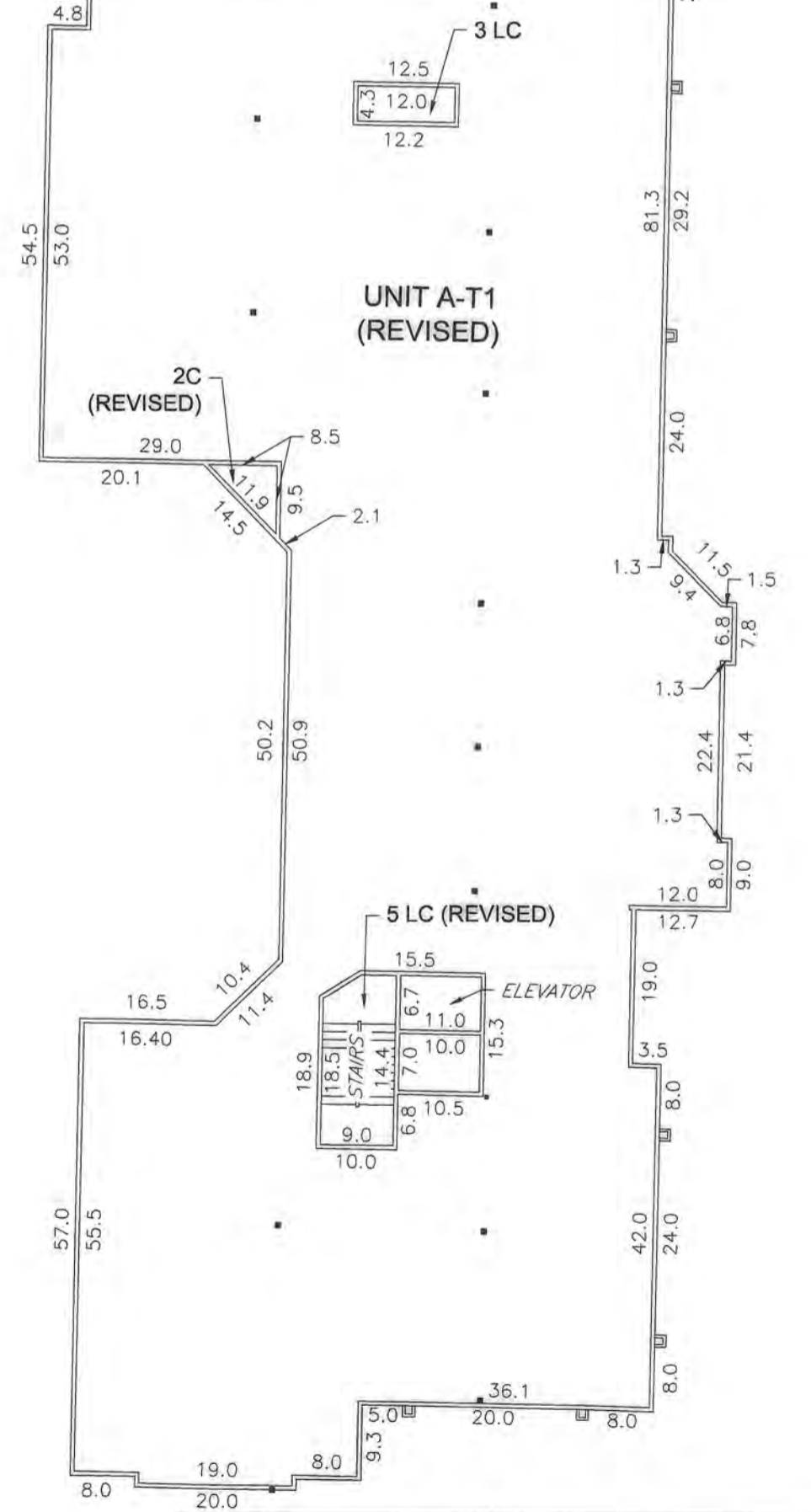
NOTE
UNLESS OTHERWISE LABELED,
ALL AREAS MARKED "ELEVATOR"
OR "STAIRS" ARE COMMON AREAS

THIRD FLOOR

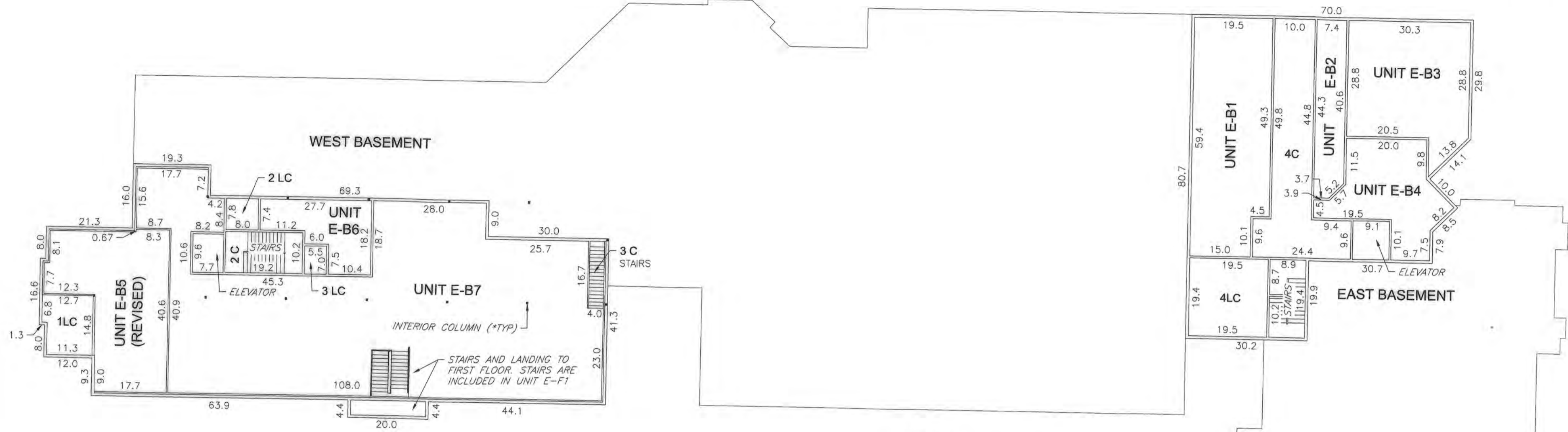
LIMITED COMMON	COMMON	UNIT NUMBER	AREA(S.F.)	FLOOR ELEVATION	CEILING ELEVATION
1 LC			52	126.30	134.97
2 LC			28	126.30	134.97
3 LC			52	126.30	134.97
4 LC	CHANGED TO COMMON AREA, NOW 2C				
5 LC			332	126.30	134.97
	1 C		4,321	126.30	134.97
	2 C		36	126.30	134.97
		UNIT E-T1	2,311	126.30	134.97
		UNIT E-T2	5,363	126.30	134.97
		UNIT E-T3	808	126.30	134.97
		UNIT E-T4	456	126.30	134.97
		UNIT E-T5	4,073	126.30	134.97
		UNIT E-T6	3,785	126.30	134.97
		UNIT E-T7	ABSORBED INTO UNIT A-T1		
		UNIT A-T1	14,281	126.30	134.97
		UNIT A-T2	ABSORBED INTO UNIT A-T1		
		UNIT A-T3	ABSORBED INTO UNIT A-T1		



LEGEND
C COMMON AREA
LC LIMITED COMMON AREA
RR RESTROOM (COMMON AREA)
UNIT A-T1 UNIT DESIGNATION-THIRD FLOOR



<p>J-U-B ENGINEERS, INC.</p>	7825 Meadowlark Way Coeur d'Alene, ID 83815 p 208 762 8787 w www.jub.com
	Dwg Name: 20-24-053_V-104 Date: February 3, 2026 Dr: DFG/PJH Ch: GJR Sheet 4 of 6



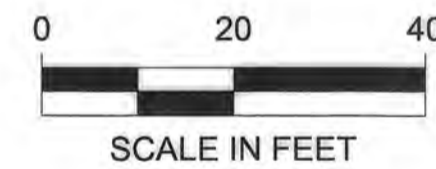
WEST BASEMENT

LIMITED COMMON	COMMON	UNIT NUMBER	AREA(S.F.)	FLOOR ELEVATION	CEILING ELEVATION
1 LC			177	90.04	99.54
2 LC			62	90.04	99.54
3 LC			38	90.04	99.54
	1 C	ABSORBED INTO UNIT E-B5			
	2 C (MISLABELED AS 2 LC ON PLAT AMENDMENT 1)		273	90.04	99.54
	3 C (MISLABELED AS 3 LC ON PLAT AMENDMENT 1)		72	90.04	99.54
		UNIT E-B5	921	90.04	99.54
		UNIT E-B6	347	90.04	99.54
		UNIT E-B7	4,323	90.04	99.54

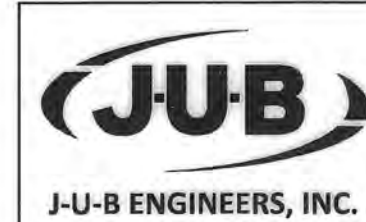
EAST BASEMENT

LIMITED COMMON	COMMON	UNIT NUMBER	AREA(S.F.)	FLOOR ELEVATION	CEILING ELEVATION
4 LC			379	89.86	98.46
	4 C		1,002	89.86	98.46
		UNIT E-B1	1,113	89.86	98.46
		UNIT E-B2	322	89.86	98.46
		UNIT E-B3	920	89.86	98.46
		UNIT E-B4	586	89.86	98.46

NOTE
UNLESS OTHERWISE LABELED,
ALL AREAS MARKED "ELEVATOR"
OR "STAIRS" ARE COMMON AREAS



- LEGEND**
- C COMMON AREA
 - LC LIMITED COMMON AREA
 - RR RESTROOM (COMMON AREA)
 - UNIT A-B1 UNIT DESIGNATION-BASEMENT FLOOR



INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 2

PLAT BOOK _____ PAGE _____

INSTRUMENT NO. _____

CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT GLACIER 700, LLC, AN IDAHO LIMITED LIABILITY COMPANY AND KOOTENAI HEALTH, INC., AN IDAHO NONPROFIT CORPORATION ARE THE RECORD OWNERS OF THE REAL PROPERTY DESCRIBED HEREIN...

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 11 (FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 11 BEARS SOUTH 88°59'36" EAST A DISTANCE OF 2,664.85 FEET); THENCE SOUTH 88°59'36" EAST ALONG THE EAST-WEST CENTER-OF-SECTION LINE OF SAID SECTION 11...

THENCE ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING THREE (3) COURSES:

- 1. NORTH 00°01'53" WEST, A DISTANCE OF 13.05 FEET;
2. NORTH 88°29'38" WEST, A DISTANCE OF 11.85 FEET;
3. NORTH 00°55'57" EAST, A DISTANCE OF 103.07 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY OF LOT 2, BLOCK 1 OF SAID INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 1;

THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING FOUR (4) COURSES:

- 1. NORTH 88°20'55" WEST, A DISTANCE OF 183.92 FEET;
2. NORTH 18°09'58" EAST, A DISTANCE OF 6.79 FEET;
3. NORTH 31°07'49" EAST, A DISTANCE OF 92.36 FEET;
4. NORTH 82°04'21" EAST, A DISTANCE OF 137.50 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2 OF SAID INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 1;

THENCE ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES:

- 1. NORTH 82°04'21" EAST, A DISTANCE OF 533.40 FEET;
2. SOUTH 04°34'46" EAST, A DISTANCE OF 199.74 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF LOT 3 OF SAID INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 1;

THENCE ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING FIFTEEN (15) COURSES:

- 1. SOUTH 88°20'55" EAST, A DISTANCE OF 60.16 FEET;
2. SOUTH 01°09'22" WEST, A DISTANCE OF 403.91 FEET;
3. NORTH 88°50'58" WEST, A DISTANCE OF 7.00 FEET;
4. SOUTH 01°09'02" WEST, A DISTANCE OF 15.00 FEET;
5. NORTH 89°04'20" WEST, A DISTANCE OF 15.00 FEET;
6. SOUTH 00°55'40" WEST, A DISTANCE OF 7.00 FEET;
7. NORTH 89°04'20" WEST, A DISTANCE OF 91.37 FEET;
8. NORTH 01°00'49" EAST, A DISTANCE OF 149.73 FEET;
9. NORTH 88°59'11" WEST, A DISTANCE OF 21.39 FEET;
10. SOUTH 01°00'49" WEST, A DISTANCE OF 6.19 FEET;
11. NORTH 88°59'11" WEST, A DISTANCE OF 34.43 FEET;
12. SOUTH 01°00'49" WEST, A DISTANCE OF 1.86 FEET;
13. NORTH 88°59'11" WEST, A DISTANCE OF 58.05 FEET;
14. NORTH 01°06'38" EAST, A DISTANCE OF 174.02 FEET;
15. NORTH 88°59'36" WEST, A DISTANCE OF 117.94 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THOSE CERTAIN PARCELS NOTED AS 'AREA TO BE TRANSFERRED FOR BOUNDARY LINE ADJUSTMENT' COLLECTIVELY DESCRIBED IN 'EXHIBIT D' AND 'EXHIBIT E' OF BOUNDARY LINE ADJUSTMENT DEED & AGREEMENT, RECORDED OCTOBER 24, 2018 AS INSTRUMENT NO. 2667180000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG THE BOUNDARY OF SAID PARCELS DESCRIBED IN 'EXHIBIT D' AND 'EXHIBIT E' THE FOLLOWING FOUR (4) COURSES:

- 1. SOUTH 01°05'34" WEST, A DISTANCE OF 40.79 FEET;
2. NORTH 88°59'36" WEST, A DISTANCE OF 168.46 FEET;
3. NORTH 01°05'36" EAST, A DISTANCE OF 40.79 FEET;
4. SOUTH 88°59'36" EAST, A DISTANCE OF 2.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 5.049 ACRES, MORE OR LESS.

THIS PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATION RECORDED ON OCTOBER 17, 2000 AS INSTRUMENT NO. 1653000, AND FIRST AMENDMENT RECORDED AUGUST 1, 2012 AS INSTRUMENT NO. 2368807000, AND SECOND AMENDMENT RECORDED DECEMBER 20, 2017 AS INSTRUMENT NO. 2625293000, AND THIRD AMENDMENT RECORDED _____, 20____ AS INSTRUMENT NO. _____, RECORDS OF KOOTENAI COUNTY, IDAHO.

WATER AND SEWER SERVICES ARE PROVIDED BY THE CITY OF COEUR D'ALENE.

UPON RECORDATION, THE OWNERSHIP OF THE UNITS AND LANDS DESCRIBED HEREIN AND PLATTED HEREON SHALL IMMEDIATELY VEST AS FOLLOWS:

TO: GLACIER 700, LLC, AN IDAHO LIMITED LIABILITY COMPANY
ALL OF UNIT A, ALL OF UNIT B EXCEPT SUB-UNIT B-F1, ALL OF UNIT D AND ALL OF UNIT F TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS OF SAID CONDOMINIUM DESCRIBED AND SET FORTH AND DEFINED IN SAID DECLARATION AND THE AMENDMENTS THERETO.

TO: KOOTENAI HEALTH, INC., AN IDAHO NONPROFIT CORPORATION
SUB-UNIT B-F1 AND ALL OF UNIT D TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS OF SAID CONDOMINIUM DESCRIBED AND SET FORTH AND DEFINED IN SAID DECLARATION AND THE AMENDMENTS THERETO.

Signature of Charles R. Nipp, Member of Glacier 700, LLC.

Signature of Jamie Smith, CEO of Kootenai Health, Inc.

ACKNOWLEDGEMENT THE STATE OF IDAHO) COUNTY OF KOOTENAI) THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THE 13 DAY OF March, 2026, BY CHARLES R. NIPP, AS A MEMBER OF GLACIER 700, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

Signature of Jill Carugati, Notary Public, State of Idaho, Commission # 48346, My Commission Expires 10-16-2030.



ACKNOWLEDGEMENT THE STATE OF IDAHO) COUNTY OF KOOTENAI) THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THE 12 DAY OF March, 2026 BY JAMIE SMITH, CHIEF EXECUTIVE OFFICER OF KOOTENAI HEALTH, INC., AN IDAHO NONPROFIT CORPORATION.

Signature of April Fordson, Notary Public.

COUNTY RECORDER'S CERTIFICATE THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO. AT THE REQUEST OF JUB ENGINEER'S, INC. DATED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AND WAS DULY RECORDED IN PLAT BOOK _____, PAGES _____.

INSTRUMENT NUMBER _____ AT THE REQUEST OF _____ FEE \$ _____.

BY DEPUTY: FOR: JENNIFER LOCKE, CLERK

COUNTY TREASURER'S CERTIFICATE I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2025, DATED THIS 15th DAY OF April, 2026.

Signature of Deputy Treasurer, Kootenai County.

CITY COUNCIL APPROVAL THE PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO THIS _____ DAY OF _____, 20____.

COEUR D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE'S REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET. DATED THIS 5th DAY OF May, 2026.

Signature of City Engineer, p-10804.

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

Signature of Health District, DATE 04/21/2026.

COUNTY SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 20____, I HAVE EXAMINED THIS PLAT OF INTERLAKE CONDOMINIUMS PROJECT AMENDMENT NO. 2 AND APPROVED THE SAME FOR FILING.



SURVEYOR'S CERTIFICATE I, GEREY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AN ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



LENDER CONSENT THE UNDERSIGNED, AS A LIENHOLDER FOR SOME OF THE CONDOMINIUMS IN THE PROJECT, HEREBY ACKNOWLEDGES, CONSENTS AND AGREES TO THE RECORDATION THIS PLAT. DATED THIS 23 DAY OF February, 2026. SPOKANE TEACHERS CREDIT UNION

Signature of Mike Knudson, AVP-Commercial Banking Officer III.

ACKNOWLEDGEMENT THE STATE OF WASHINGTON) COUNTY OF Spokane) ON THIS DAY 23 DAY OF February, 2026, BEFORE ME, Doug Kapelke, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED MIKE KNUDSON, KNOWN OR IDENTIFIED TO BE A AVP-COMMERCIAL BANKING OFFICER III OF THE SPOKANE TEACHERS CREDIT UNION AND ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED THE SAME IN SUCH ENTITY'S NAME.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST-ABOVE WRITTEN.

Signature of Doug Kapelke, Notary Public for Washington, Residing at: 9408 S Cedar Blm Ln, Spokane, My Commission Expires: June 3, 2027.

JUB ENGINEERS, INC. 7825 Meadowlark Way Coeur d'Alene, ID 83815 p | 208 762 8787 w | www.jub.com Dwg Name: 20-24-053_V-106 Date: February 3, 2026 Dr: DFG/PJH Ch: GJR Sheet 6 of 6

**CITY COUNCIL
STAFF REPORT**

DATE: May 5, 2026
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-25-13c, Vista Meadows Condominiums 1st Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a twelve (12) unit residential condominium subdivision.

HISTORY

- a. Applicant: Chad Johnson, PLS
Johnson Surveying NW, Inc./Stonehenge Development and Planning
1859 N. Lakewood Drive #102
Coeur d'Alene, ID 83814
- b. Location: 7755, 7767, 7773, 7785, 7793, 7801, 7827, 7833, 7847, 7853, 7857, & 7863
N. Mocha Loop (West of Moselle Drive on Mocha Loop)

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a condominium plat of Lot 2 and Lot 3, Block 9, Vista Meadows 2nd Addition located in Coeur d'Alene. The condominium plat has six buildings with a total of twelve units. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

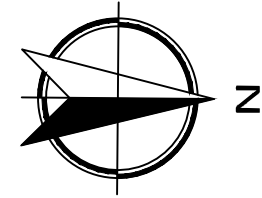
City Council approval of the final plat document

VISTA MEADOWS CONDOMINIUMS 1ST ADDITION

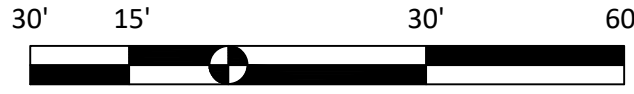
A CONDOMINIUM PLAT OF LOT 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADDITION

LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

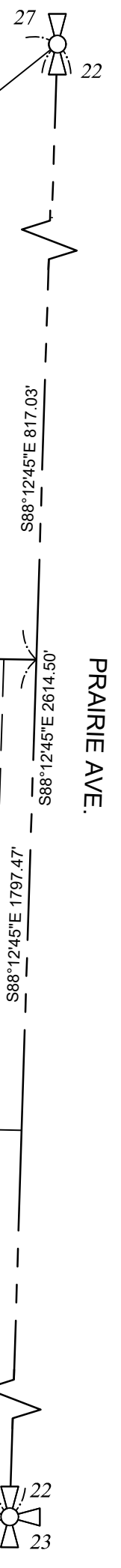
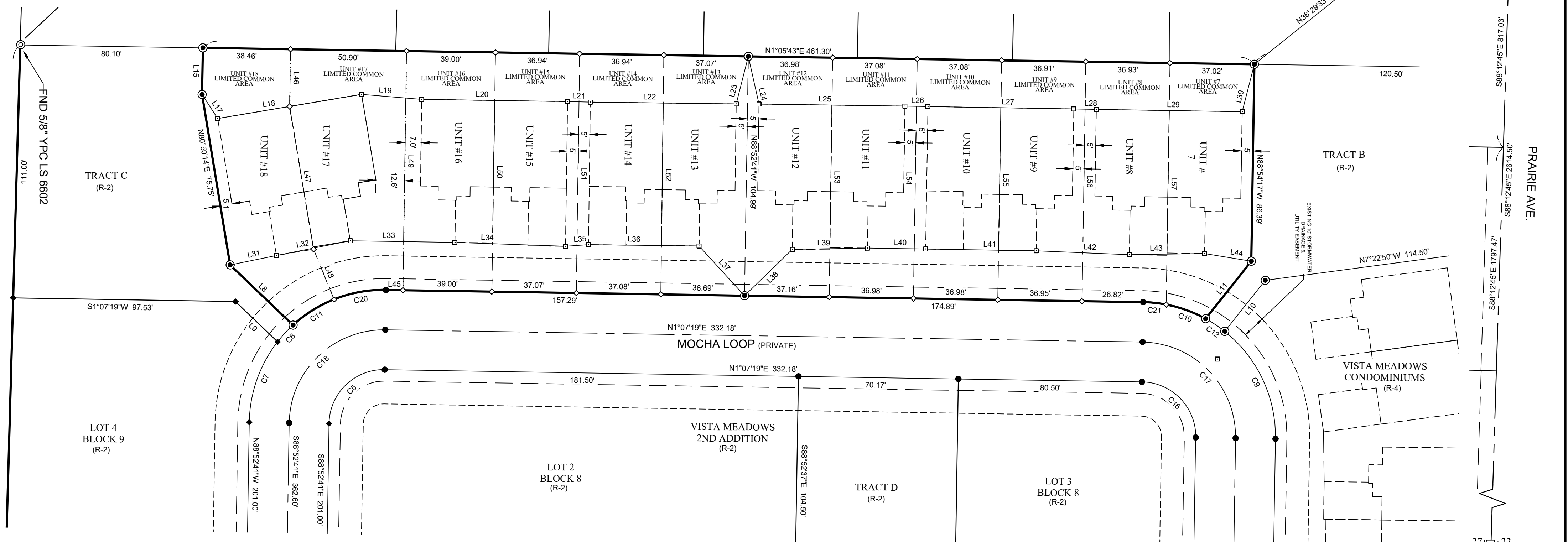
BOOK _____ PAGE _____
INST.# _____



H-Scale 1" = 30'



NORTH QUARTER CORNER
SECTION 27, 4" BRASS CAP PER
CP&F INSTRUMENT NO. 2145301000



REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 PLAT OF VISTA MEADOWS FIRST ADDITION BY MARK W. DUFNER, PLS 9905. RECORDED IN BOOK 'L' OF PLATS AT PAGE 558, 558A, 558B, UNDER INSTRUMENT NUMBER 2812832000.
- R-2 PLAT OF VISTA MEADOWS 2ND ADDITION BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK 'L' OF PLATS AT PAGE 968, 968A UNDER INSTRUMENT NUMBER 2981225000.
- R-3 PLAT OF VISTA MEADOWS BY RUSSELL G. HONSAKER, PLS 5289. RECORDED IN BOOK 'L' OF PLATS AT PAGE 364, 364A UNDER INSTRUMENT NUMBER 2706321000.
- R-4 PLAT OF VISTA CONDOMINIUMS CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK 'M' OF PLATS AT PAGE 54, 54A-54E UNDER INSTRUMENT NUMBER 3013827000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 0.99990535. A CONVERGENCE ANGLE OF - 00°47'17" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

LEGEND

- SECTION CORNER WITH YELLOW PLASTIC CAP, P.L.S. 9367
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9905, OR AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◆ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◎ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 6602, OR AS NOTED
- FOUND NAIL/WASHER LS 5289
- FOUND 1/2" Y.P.C. REPLACED W/ 5/8" X 24" YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- DENOTES BUILDING OUTLINE
- - - DENOTES LIMITED COMMON AREA BOUNDARY
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

NOTES

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

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	155.00'	75.04'	27°44'17"	S41°33'47"E	74.31'
C3	125.00'	42.78'	19°36'34"	S45°37'39"E	42.57'
C5	24.00'	37.70'	90°00'00"	S43°52'41"E	33.94'
C6	77.50'	53.90'	39°50'48"	N54°29'28"E	52.82'
C7	59.00'	38.06'	36°57'37"	S70°23'53"E	37.40'
C8	59.00'	10.01'	9°43'27"	S47°03'20"E	10.00'
C9	59.00'	54.00'	52°26'13"	S64°54'11"W	52.13'
C10	59.00'	18.46'	17°55'31"	S19°57'50"W	18.38'
C11	59.00'	21.32'	20°42'01"	S31°50'36"E	21.20'
C12	59.00'	10.05'	9°45'30"	S33°48'20"W	10.04'
C13	42.50'	29.56'	39°50'48"	N54°29'28"E	28.96'
C14	42.50'	12.39'	16°42'27"	N82°46'05"E	12.35'
C15	77.50'	22.60'	16°42'27"	N82°46'05"E	22.52'
C16	24.00'	37.70'	90°00'00"	S46°07'19"W	33.94'
C17	41.50'	65.19'	90°00'00"	S46°07'19"W	58.69'
C18	41.50'	65.19'	90°00'00"	S43°52'41"E	58.69'
C19	60.00'	59.22'	56°33'15"	N62°50'42"E	56.85'
C20	59.00'	23.29'	22°36'55"	S10°11'08"E	23.14'
C21	59.00'	10.17'	9°52'45"	S6°03'42"W	10.16'

LINE TABLE		
LINE	BEARING	LENGTH
L8	S43°55'08"W	38.19'
L9	S43°55'08"W	25.58'
L10	N51°18'59"W	28.58'
L11	N51°18'59"W	32.19'
L15	S88°52'39"E	20.48'
L17	N57°13'27"E	12.55'
L18	N9°19'43"W	64.00'
L19	N4°56'11"E	26.50'
L20	N1°03'45"E	64.00'
L21	N1°37'53"E	9.94'
L22	N0°54'54"E	64.00'
L23	N75°28'47"W	21.54'

LINE TABLE		
LINE	BEARING	LENGTH
L24	N77°35'12"E	21.42'
L25	N1°01'25"E	64.00'
L26	N1°14'05"E	10.12'
L27	N1°07'54"E	64.00'
L28	N1°22'26"E	9.84'
L29	N1°05'43"E	64.00'
L30	N75°21'04"W	21.46'
L31	N11°21'10"W	20.73'
L32	N11°03'51"W	33.02'
L33	N1°05'13"E	45.91'
L34	N2°14'37"E	48.51'
L35	N4°02'26"W	10.14'

LINE TABLE		
LINE	BEARING	LENGTH
L36	N0°54'54"E	48.50'
L37	N47°47'33"E	29.53'
L38	S43°58'31"E	29.21'
L39	N0°42'44"W	33.02'
L40	N1°06'25"E	25.50'
L41	N1°07'54"E	48.50'
L42	N2°34'39"E	40.89'
L43	N0°38'26"W	33.02'
L44	N9°29'37"E	20.75'
L45	N1°07'19"E	7.45'
L46	S88°54'17"E	25.11'
L47	N80°40'17"E	63.50'

LINE TABLE		
LINE	BEARING	LENGTH
L48	N67°59'57"E	23.79'
L49	N88°56'15"W	104.92'
L50	S88°56'16"E	104.94'
L51	S89°00'40"E	104.96'
L52	S89°05'06"E	104.98'
L53	S88°58'35"E	105.01'
L54	N88°55'21"W	105.03'
L55	S88°52'06"E	105.05'
L56	S88°53'12"E	105.06'
L57	S88°54'17"E	105.96'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A CONDOMINIUM PLAT OF LOTS 2 AND 3 BLOCK 9 OF VISTA MEADOWS 2ND ADDITION (R-2) MONUMENTS WERE FOUND AND HELD AS SHOWN HEREON MEASUREMENTS TO THE FOUND MONUMENTS AND THE SET MONUMENTS ARE AS DEPICTED HEREON. THE PLAT IS A 12 UNIT CONDOMINIUM PLAT AS SHOWN ON SHEET 1 DETAIL OF EACH STRUCTURE AND ELEVATIONS ARE SHOWN ON PAGES 2, 3 AND 4 OF THIS PLAT. THE PROJECT VERTICAL DATUM IS NAVD 88.



VISTA MEADOWS CONDOMINIUMS 1ST ADD.

A RE-PLAT OF LOT 2 AND 3 BLOCK 9 OF VISTA MEADOWS 2ND ADD. IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 7/01/2025	DRAFTED BY: CJJ	PLOT DATE: 04/27/2026	SHEET 1
FILE NAME: 25-168 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-168	6

Johnson Surveying

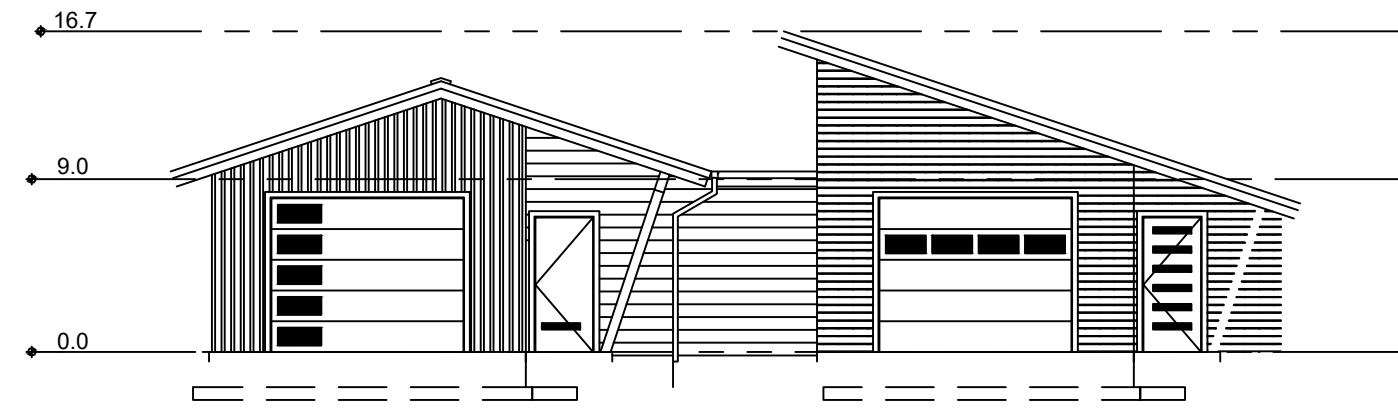
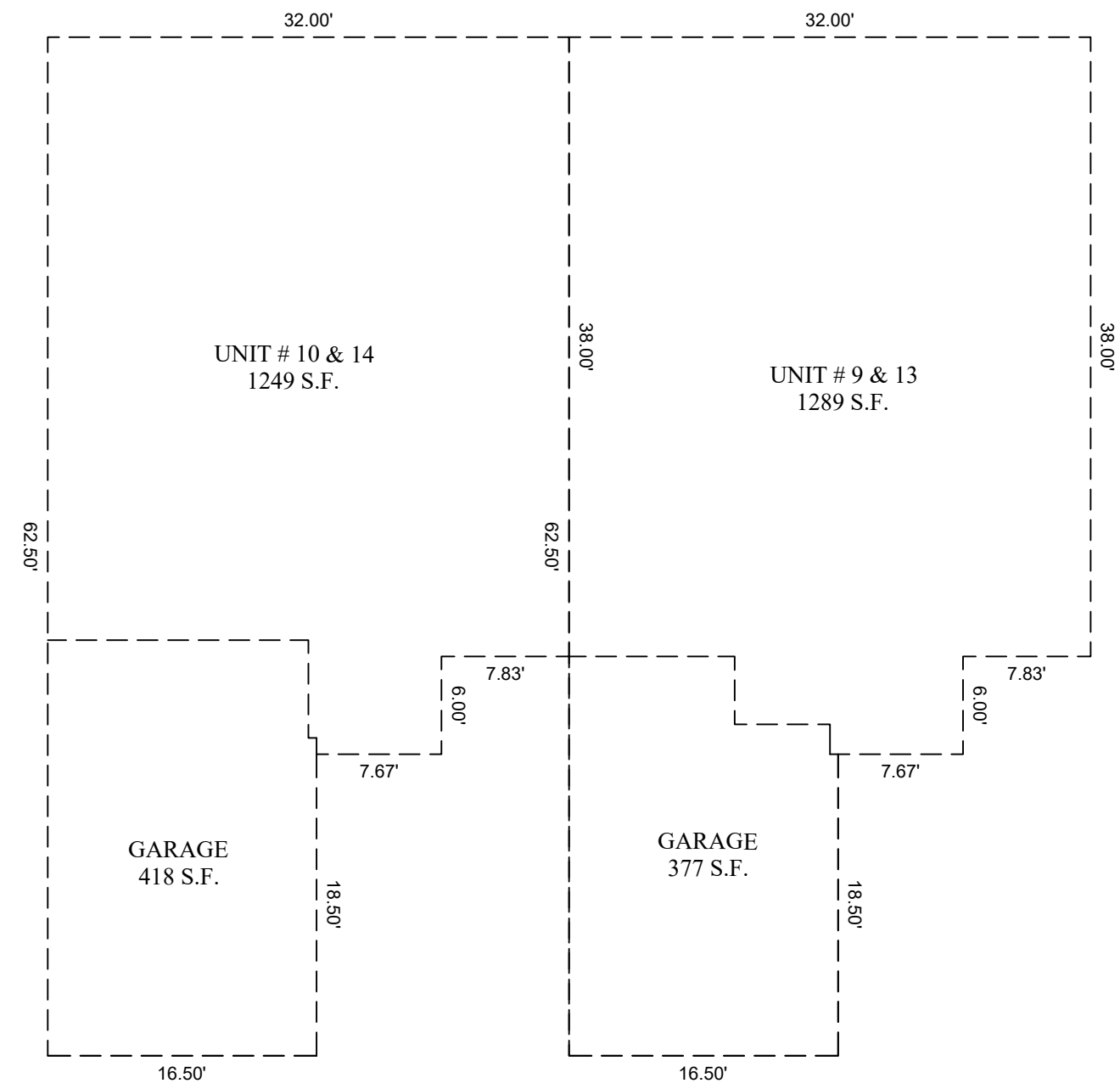
P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

VISTA MEADOWS CONDOMINIUMS 1 ST ADDITION

A CONDOMINIUM PLAT OF LOTS 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADDITION
 LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INST.# _____

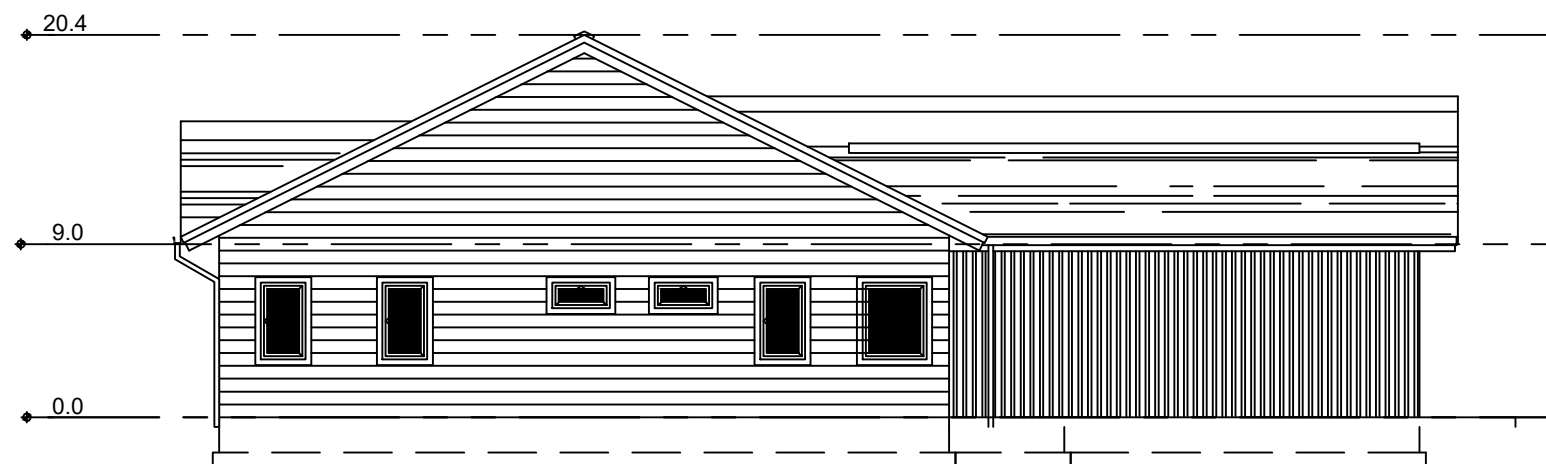
UNITS # 9, # 10, #13 AND #14



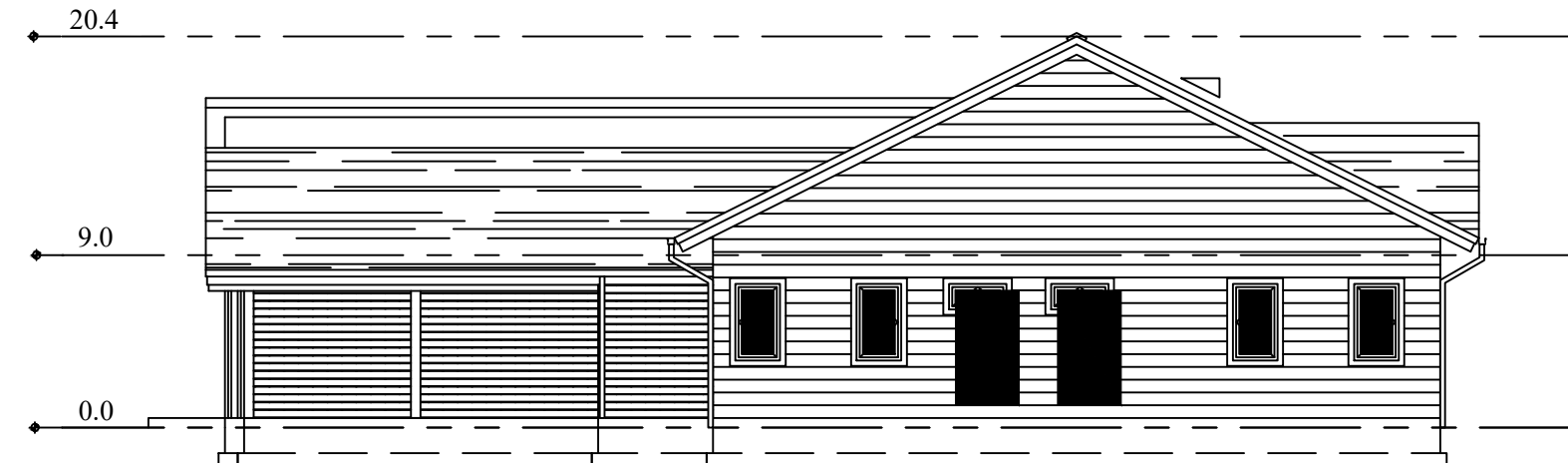
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

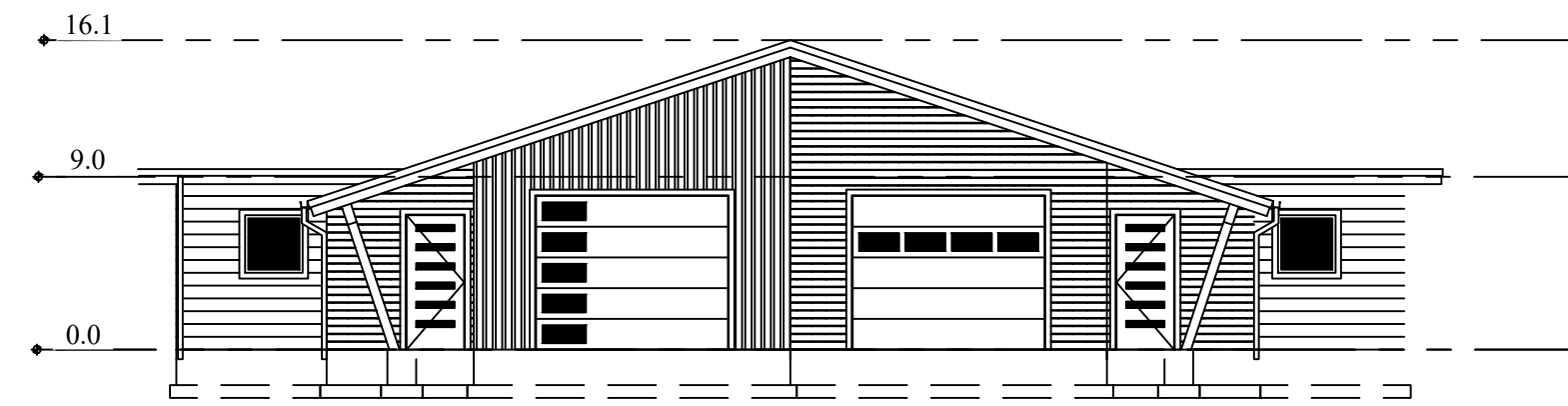
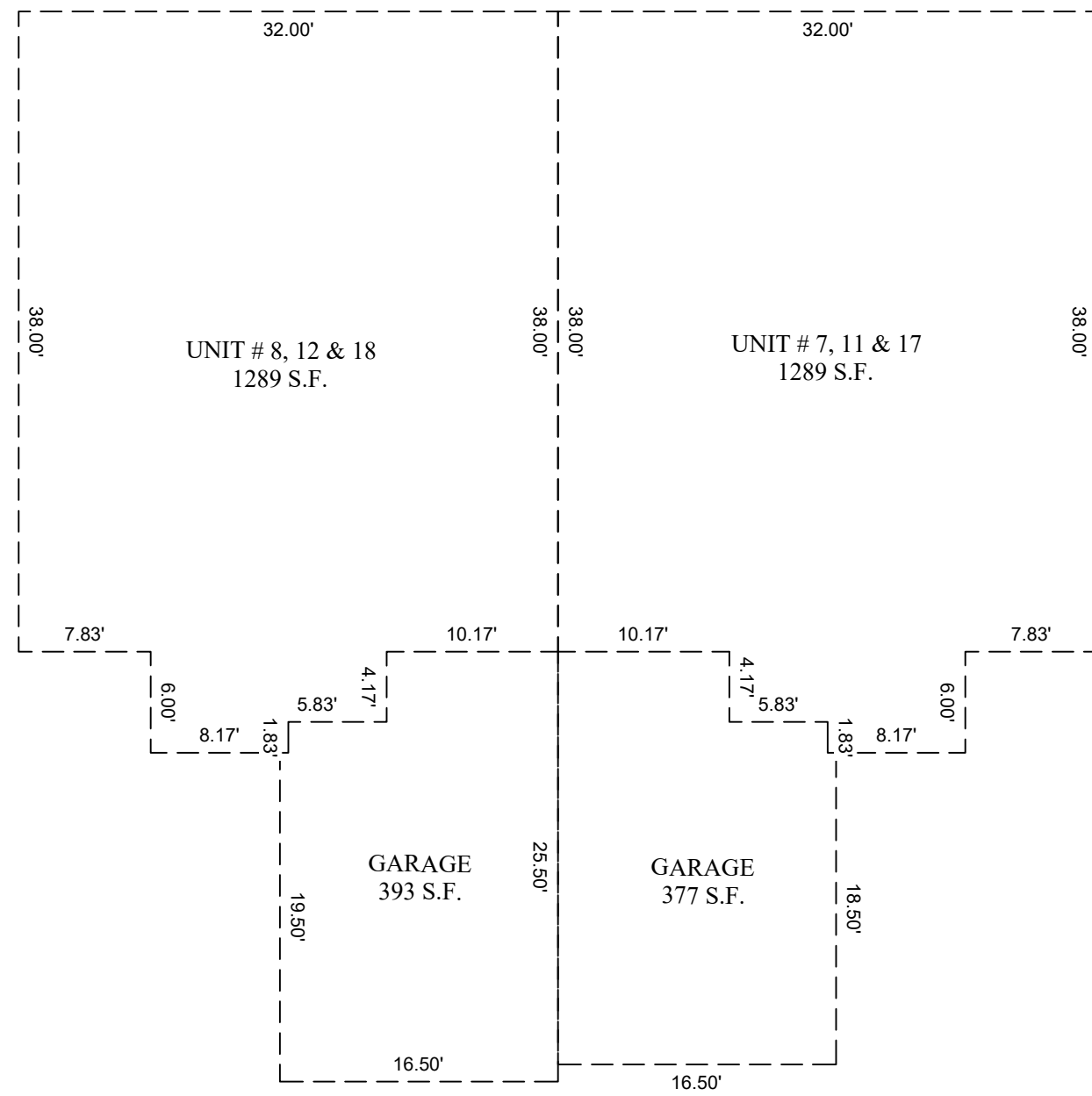
	VISTA MEADOWS CONDOMINIUMS 1ST ADD.				
	A RE-PLAT OF LOTS 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADD. IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED: 7/01/2025	DRAFTED BY: CJJ	PLOT DATE: 04/27/2026		SHEET
	FILE NAME: 25-168 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-168		2 / 6
				P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com	

VISTA MEADOWS CONDOMINIUMS 1 ST ADDITION

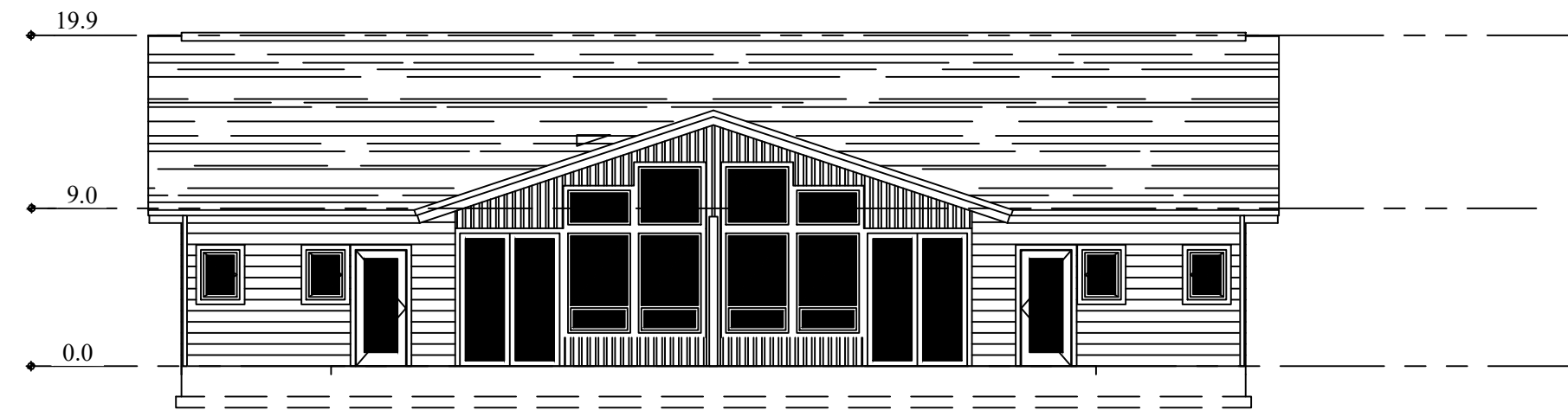
A CONDOMINIUM PLAT OF LOTS 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADDITION
 LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INST.# _____

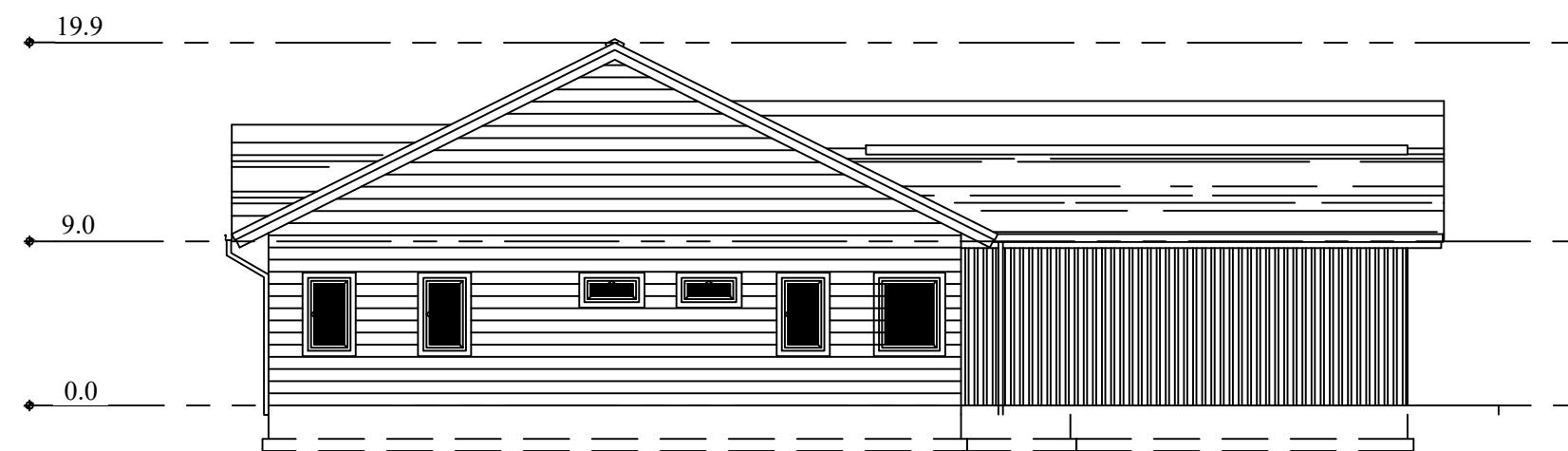
UNIT # 7, # 8, # 11, # 12, # 17 AND # 18



EAST ELEVATION



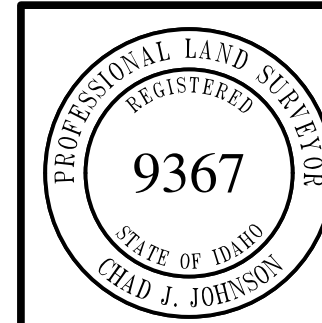
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



VISTA MEADOWS CONDOMINIUMS 1ST ADD.
 A RE-PLAT OF LOTS 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADD.
 IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W.,
 BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Johnson
 Surveying

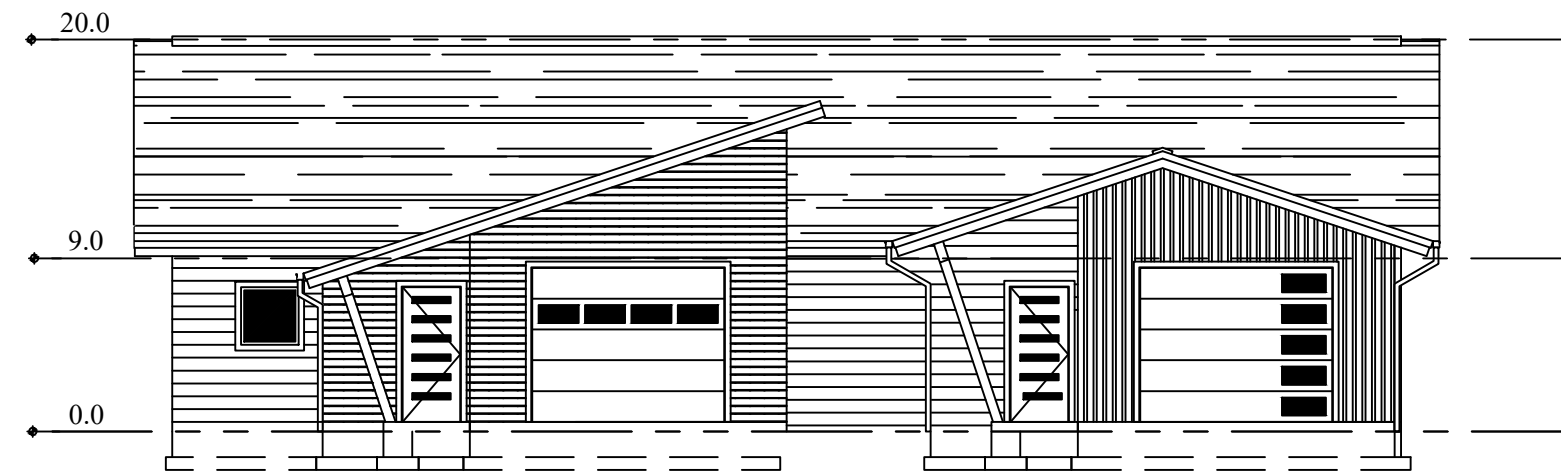
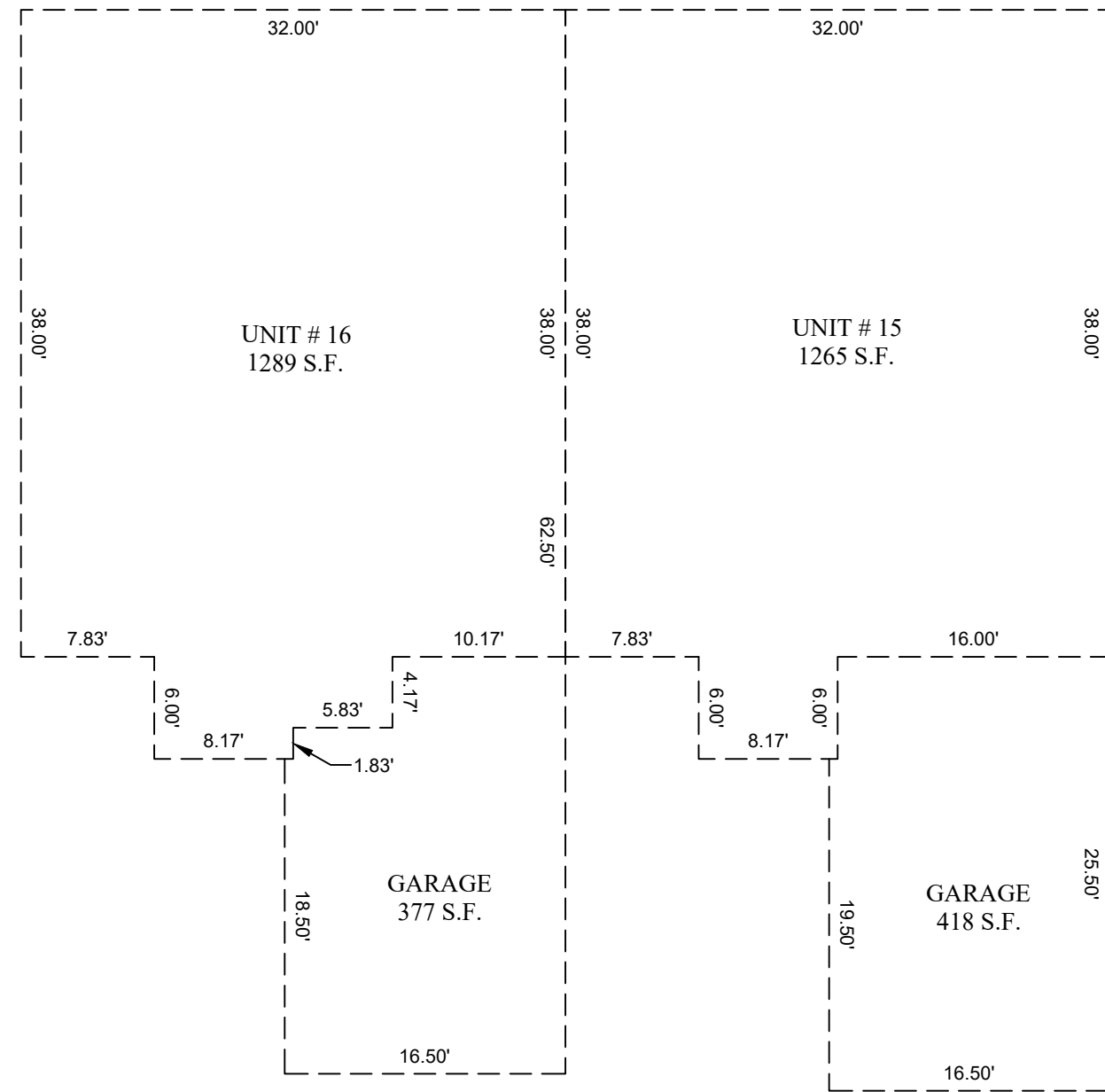
DATE SURVEYED: 7/01/2025	DRAFTED BY: CJJ	PLOT DATE: 04/27/2026	SHEET 3 6	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-168 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-168		

VISTA MEADOWS CONDOMINIUMS 1 ST ADDITION

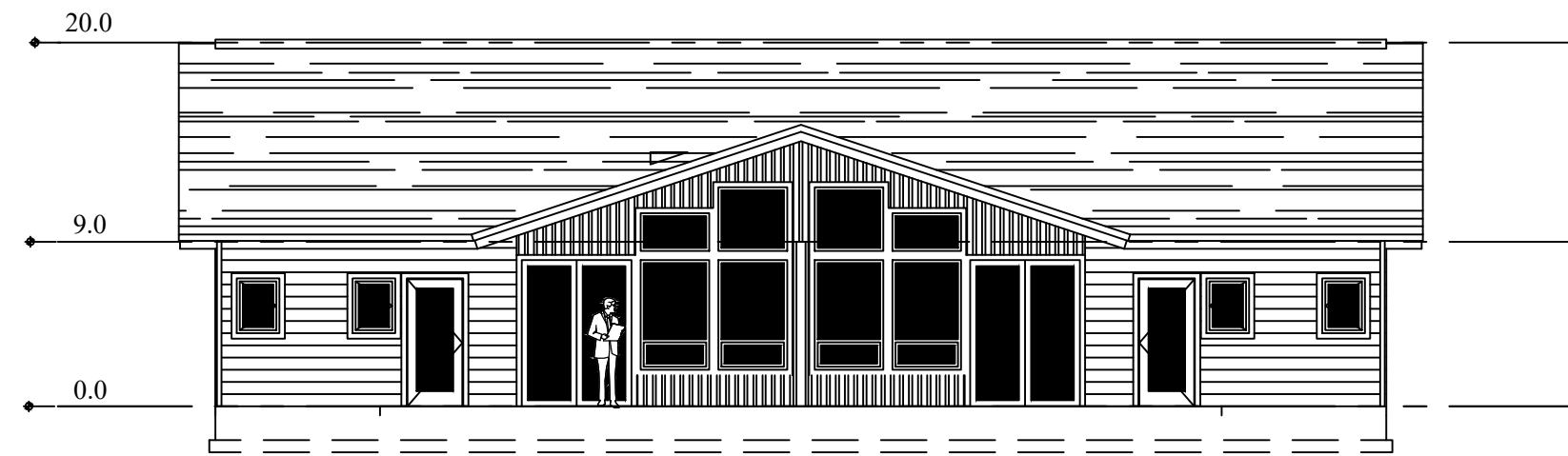
A CONDOMINIUM PLAT OF LOTS 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADDITION
 LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INST.# _____

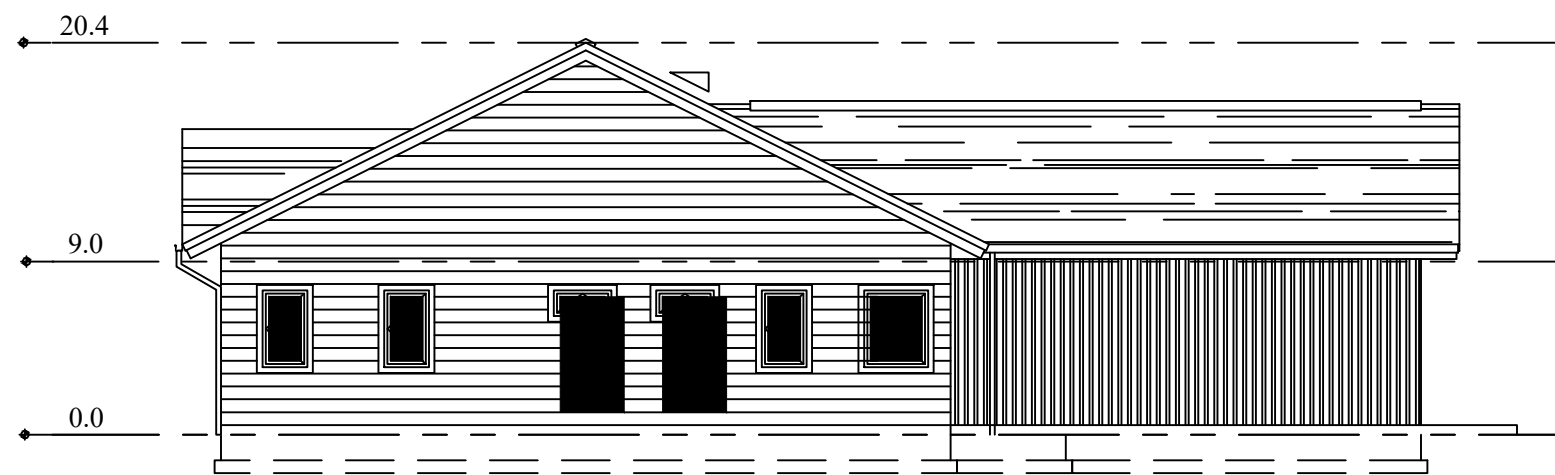
UNIT # 15 UNIT # 16



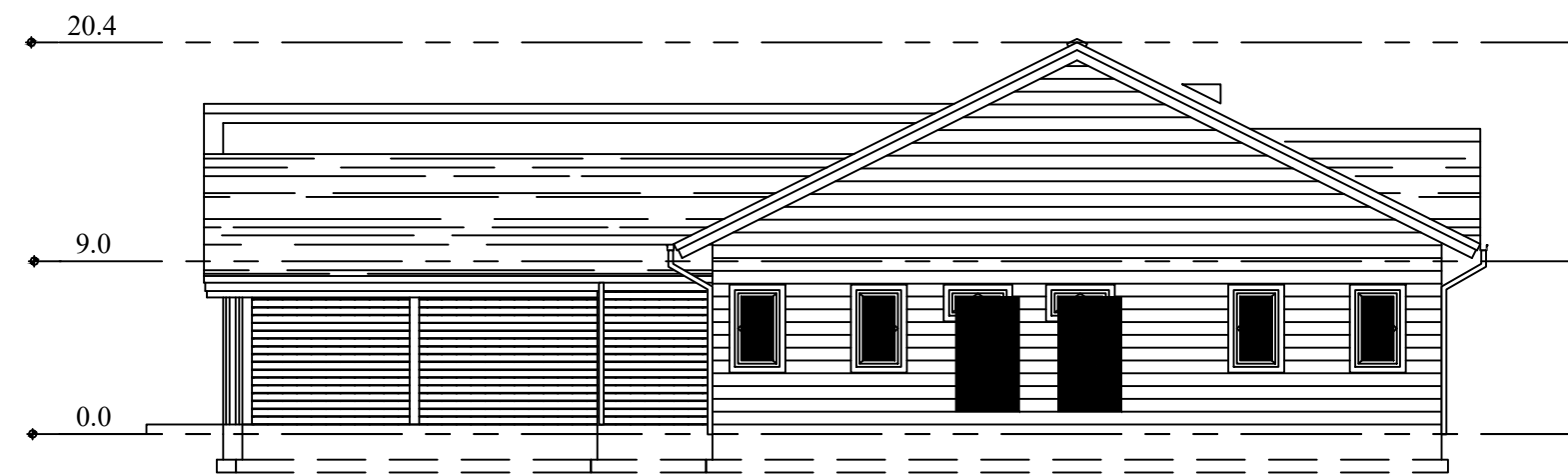
EAST ELEVATION



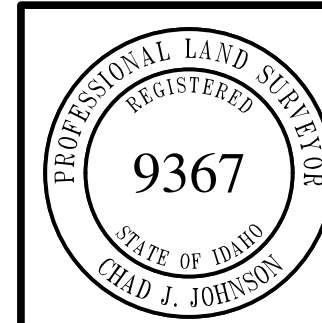
WEST ELEVATION



NORTH ELEVATION

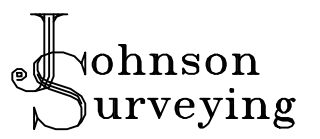


SOUTH ELEVATION



VISTA MEADOWS CONDOMINIUMS 1ST ADD.
 A RE-PLAT OF LOTS 2 AND 3 BLOCK 9 OF VISTA MEADOWS 2ND ADD.
 IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W.,
 BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 7/01/2025	DRAFTED BY: CJJ	PLOT DATE: 04/27/2026	SHEET 4 6
FILE NAME: 25-168 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-168	



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

VISTA MEADOWS CONDOMINIUMS 1 ST ADDITION

A CONDOMINIUM PLAT OF LOT 2 AND 3, BLOCK 9 OF VISTA MEADOWS 2ND ADDITION

LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W., BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

INST.# _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT HALLMARK HOMES II LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A CONDOMINIUM PLAT TO BE KNOWN AS "VISTA MEADOWS CONDOMINIUMS 1ST ADDITION". IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT. THE OWNERS ALSO HEREBY CONSENT TO THE RECORDATION OF THE DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE.

SAID PARCEL OF LAND BEING A REPLAT OF LOT 2 AND 3 BLOCK 9 OF VISTA MEADOWS 2 ND ADDITION RECORDED UNDER INSTRUMENT #2987225000, RECORDS OF KOOTENAI COUNTY, LYING WITHIN THE NORTH EAST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO.

CONTAINING 1.103 ACRES, MORE OR LESS.

THIS PLAT IS SUBJECT TO DECLARATIONS COVENANTS, CONDITIONS AND RESTRICTIONS PER THE VISTA MEADOWS CONDOMINIUMS 1 ST ADDITION RECORDED UNDER INSTRUMENT NUMBER _____ AND MORE AMENDMENTS THEREOF.

SEWER TO BE PROVIDED BY THE CITY OF COEUR D' ALENE.

HAUDEN LAKE IRRIGATION DISTRICT HAS AGREED IN WRITING TO SERVE THE UNITS WITHIN THIS PROJECT PER IDAHO CODE 50-1334(2)

MICHAEL FITZGERALD, MANAGER
HALLMARK HOMES II LLC, AN IDAHO LIMITED LIABILITY COMPANY

DATE

NOTARY PUBLIC

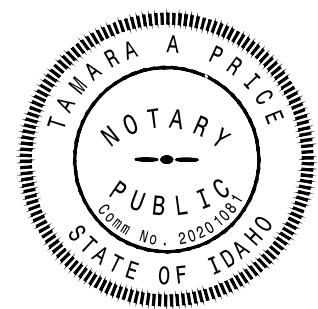
ACKNOWLEDGMENT

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

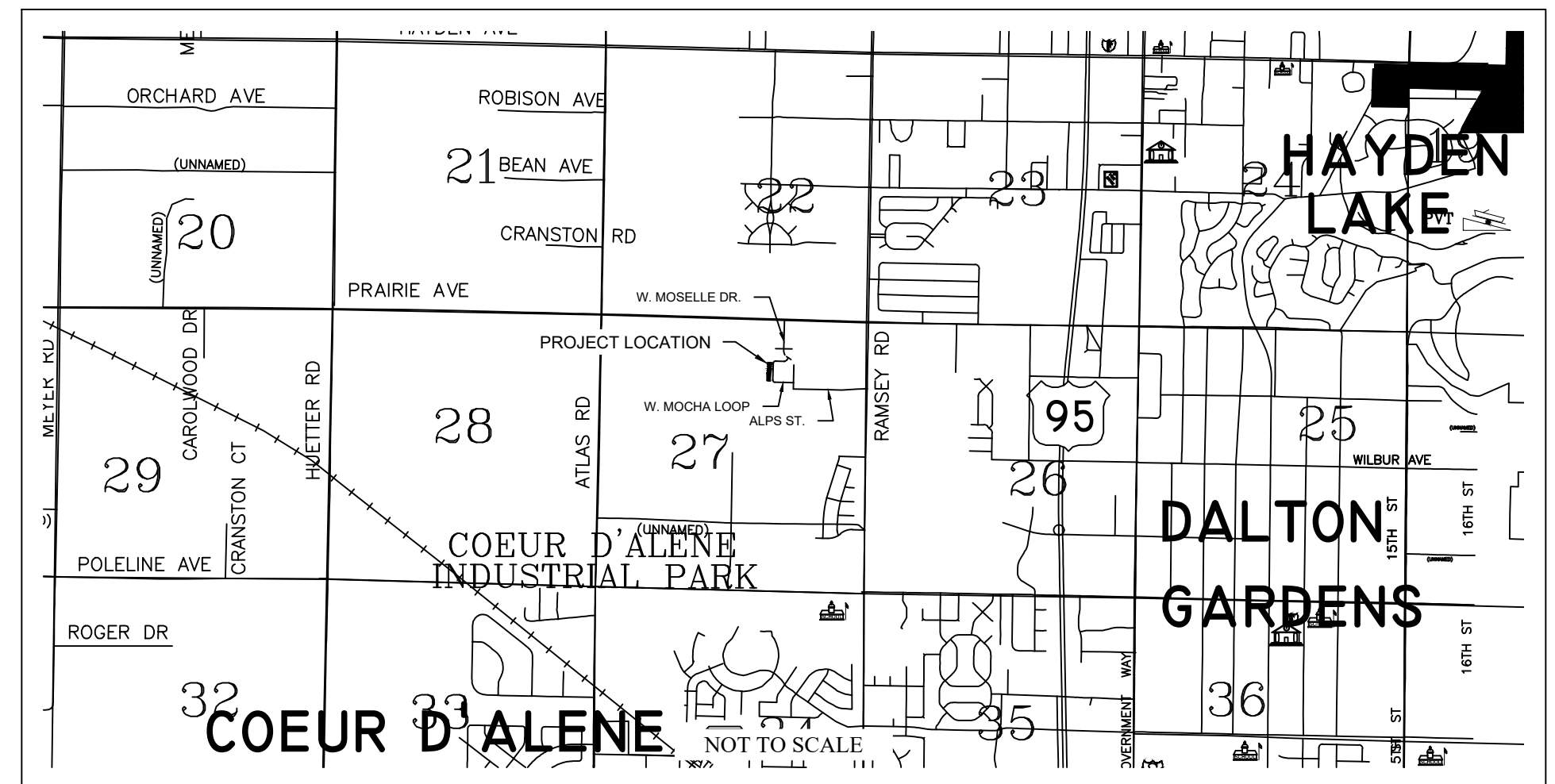
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY MICHAEL FITZGERALD II AS MANAGER OF HALLMARK HOMES II LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC : _____

MY COMMISSION EXPIRES : JUNE 7, 2028



VICINITY MAP



CONSENT TO RECORDATION

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER CERTAIN DEED OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON AND RECORDED AS INSTRUMENT NUMBER 2987799000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURE AS EVIDENCE OF THEIR CONSENT TO THE CREATION OF THIS CONDOMINIUM PROJECT AND THE RECORDATION OF THE DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE INCLUDING, WITHOUT LIMITATIONS, THIS PLAT AND THE CONDOMINIUM DECLARATIONS REFERRED TO HEREIN.

THIS _____ DAY OF _____, 2026.

FOR BR IDHAO, LLC,

SIGNATURE

PRINT

TITLE

NOTARY PUBLIC

ACKNOWLEDGMENT

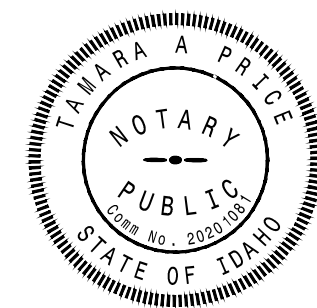
STATE OF _____)
) S.S.
COUNTY OF _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY _____

AS _____ OF BR IDHAO, LLC.

NOTARY PUBLIC : _____

MY COMMISSION EXPIRES



VISTA MEADOWS CONDOMINIUMS 1ST ADD.
A RE-PLAT OF LOT 2 AND 3, BLOCK 9 VISTA MEADOWS 2ND ADD.
IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 04 W.,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 10/12/2022	DRAFTED BY: CJJ	PLAT DATE: 4/27/2026	SHEET
FILE NAME: 25-168 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-168	5 6

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

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

Date: May 5, 2026
From: Adam Rouse, Interim Parks & Recreation Director
SUBJECT: Transfer of CANCOURSE LEASE AGREEMENT (*City Council Action Required*)

DECISION POINT: Recommend the City Council consent to the transfer of the existing five-year renewable Lease Agreement with Cancourse, LLC, to Inland Northwest Land Conservancy.

HISTORY: Jason Evans originally purchased the 135-acre “Cancourse” property located at the end of Shadduck Lane and adjacent to the City-owned Canfield Mountain Natural Area Park with the intention of opening it to the public for hiking and mountain biking. This property is located outside the City limits. Kootenai County contacted Jason and let him know that a special-use permit would be required to operate the park for the public. After reviewing the permit language, he realized he would be responsible for all the enforcement within the park boundaries which would be difficult to do. Jason approached the City to see if we would be interested in partnering with him to make this property function like a park and formed “Cancourse, LLC” as the owner of the property. Under the Lease Agreement, Cancourse is a “Natural Park” and managed by the Parks & Recreation Department; Cancourse has been well received by the public. Cancourse LLC is seeking to transfer ownership of the property to the Inland Northwest Land Conservancy. The Inland Northwest Land Conservancy plans to conserve the property with funding from the Forest Legacy Program. Under the Agreement, written consent of the transfer by the City is required. If the Agreement is transferred, all the original terms and conditions will continue to apply to the new operator.

FINANCIAL ANALYSIS: The only financial impact on the City will be staff time for litter pick up and projects to build or maintain trails. This will be done with current staffing.

PERFORMANCE ANALYSIS: Continuing the Lease Agreement to manage this property as a City natural park gives the public an additional natural area for hiking and biking, which was identified in our Parks Recreation Master Plan. Our natural areas are in high demand and see a great deal of use and this additional open space will help take some pressure off areas like Tubbs Hill. Under the Inland Northwest Land Conservancy, the public will still be allowed access. Placing a Forest Legacy Program conservation easement on the Cancourse Property would permanently establish a recreation corridor into the national forest.

DECISION POINT / RECOMMENDATION: Recommend the City Council consent to the transfer of the existing five-year renewable Lease Agreement with Cancourse, LLC, to Inland Northwest Land Conservancy.

RESOLUTION NO. 26-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE TRANSFER OF A FIVE-YEAR RENEWABLE LEASE AGREEMENT FROM JASON EVANS d/b/a CANCOURSE, LLC, TO INLAND NORTHWEST LAND CONSERVANCY, WHOSE ADDRESS IS 35 WEST MAIN AVENUE #210, SPOKANE VALLEY, WA 99201.

WHEREAS, the City has had a 5-year renewable Lease Agreement for the City Parks & Recreation Department to manage property known as Canfield Mountain Natural Area (CMNA) and Cancourse parcels as a City natural park with Jason Evans, d/b/a Cancourse, LLC since August 3, 2021; and

WHEREAS, Cancourse, LLC has sought permission from the City to transfer the existing five-year renewal Lease Agreement to Inland Northwest Land Conservancy; and

WHEREAS, on April 20, 2026, the Parks & Recreation Commission considered this request and recommended that the City Council approve the proposed transfer; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said transfer of the five-year renewable Lease Agreement be authorized.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorizes the transfer of the five-year renewable lease agreement from Jason Evans dba Cancourse, LLC to Inland Northwest Land Conservancy so long as the Conservancy complies with the terms and conditions set forth in the Lease Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof.

DATED this 5th day of May 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY OF COEUR D'ALENE
CONSENT TO TRANSFER AGREEMENT
FROM CANCOURSE LLC
TO INLAND NORTHWEST LAND CONSERVANCY**

THIS CONSENT to transfer Agreement is given by the City of Coeur d'Alene, a municipal corporation of the state of Idaho, hereinafter referred to as the "City," to Cancourse, LLC, referred to as "Cancourse", an Idaho Limited Liability Company, and Inland Northwest Land Conservancy, referred to as "Conservancy," this 5th day of May, 2026. Collectively, the City, Cancourse LLC, and Conservancy shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns real property located at 2305 East Mountain Vista Drive, Coeur d'Alene, Idaho, that is known as Canfield Mountain Natural Area, hereinafter referred to as the "CMNA;" and

WHEREAS, CANCOURSE owns several parcels of real property in Kootenai County, Idaho, two of which abut the CMNA along its east boundary and which lie outside the boundaries of the City;

WHEREAS, the City entered into a five-year renewable Agreement with "Cancourse, LLC," on August 3, 2021, for the City to manage the Cancourse and CMNA parcels as a City Park (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit A"; and

WHEREAS, the true name of the party with whom the Agreement was made is Cancourse, LLC; and

WHEREAS, the Agreement with Cancourse, LLC, is transferable with the prior written consent of the City; and

WHEREAS, Cancourse LLC desires to transfer, and Conservancy desires to accept the transfer of, the Agreement for the City to manage the Cancourse parcels as a City Park; and

WHEREAS, the City has determined that the public will benefit by allowing the transfer of the Agreement. Endorsing the Inland Northwest Land Conservancy's plans to conserve the 135-acre Cancourse Property with funding from the Forest Legacy Program, permanently establishes a recreation corridor into the national forest; and

WHEREAS, City desires to consent to the transfer of the Agreement from Cancourse, LLC to Conservancy.

NOW, THEREFORE, for valuable consideration, including the obligations and terms as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City hereby consents to the transfer of the Agreement from Cancourse, LLC to Conservancy.
2. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect, and binding on Conservancy.
3. Upon execution of this consent by Conservancy, Cancourse, LLC released from its obligations under the Agreement.
4. Conservancy acknowledges that the Agreement is in its fifth year and that the Agreement was renewed for another five-year term to 2031.
5. This Consent and the Agreement shall constitute the entire agreement between City and Conservancy relating to the use of the Premises. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.
6. Any demand or notice which any Party shall be required or may desire to make upon or give to another shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective parties as follows:

INLAND NORTHWEST LAND CONSERVANCY:

Inland Northwest Land Conservancy
35 West Main Avenue #210
Spokane Valley, WA 99201

CITY:

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

Said addresses may be changed upon serving notice as set forth herein.

IN WITNESS WHEREOF, the City of Coeur d'Alene has authorized the execution of this Consent under authority of Resolution No. 26-033, adopted by the Council of the City on the 5th day of May, 2026, and Inland Northwest Land Conservancy, has caused this Consent to be duly executed as of the Date stated.

CITY OF COEUR D'ALENE

Inland Northwest Land Conservancy

By _____
Daniel K. Gookin, Mayor

By _____

Printed name _____

Title _____

ATTEST:

By _____
Renata McLeod, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 3rd day of August, 2021, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "CITY," and Cancourse, LLC, an Idaho limited liability company, with its principal place of business at 2823 Thomas Lane, Coeur d'Alene, Idaho, hereinafter referred to as "CANCOURSE."

WITNESSETH:

WHEREAS, the CITY owns real property within the boundaries of the CITY, bearing an address of 2305 E. Mountain Vista Drive, Coeur d'Alene, Idaho, which is known as the Canfield Mountain Natural Area, hereinafter referred to as the "CMNA;" and

WHEREAS, CANCOURSE owns several parcels of real property in Kootenai County, Idaho, two of which abut the CMNA along its east boundary and which lie outside the boundaries of the CITY;

WHEREAS, the CITY operates the CMNA as a public park and intends to operate the CMNA as a public park forever; and

WHEREAS, the CITY has developed a system of trails in the CMNA for hiking and mountain biking; and

WHEREAS, CANCOURSE is developing a system of trails on its property for hiking and mountain biking, which CANCOURSE wishes to be open to the public for recreational use and to be connected to the CITY trails in the CMNA; and

WHEREAS, the parties have determined, in consultation with Kootenai County officials, that they and the public would benefit if the CMNA and the CANCOURSE parcels were managed together by the CITY as a City Park; and

WHEREAS, this Lease Agreement is intended to govern the relationship of the parties hereto for their mutual benefit and the benefit of the public, and to preserve valuable natural areas for public recreation in perpetuity;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto do mutually covenant, agree and contract, in consideration of the promises and agreements herein exchanged, the sufficiency and mutuality of which are jointly acknowledged, as follows:

Section 1: Binding Covenants

The foregoing and following are binding covenants of this Lease Agreement, not merely recitals, and represent considerations, promises, conditions and warranties binding upon the parties hereto.

Section 2: Contingency

The parties agree that this transaction is contingent upon the City entering into an agreement with Kootenai County pursuant to Idaho Code § 67-2337 to allow City police officers extraterritorial jurisdiction to enforce City ordinances on property owned by CANCOURSE located outside the City boundaries.

Section 3: Property Subject to Agreement

S2-SE-NE, E2-NE-SE, SE-SE EX TAX#20328 3151N03W

W2-NE-SE 3151N03W

W 16.5 FT-TAX#22495, W 16.5 FT-TAX#23523 [IN GOVT LT 4] 3251N03W;
TAX#25411 [IN NW-NW] 0550N03W

TAX #20328 [IN SE-SE]

TAX#22495 EX W 16.5 FT [IN GOVT LT 4] 3251N03W

TAX#23523 EX W 16.5 FT [IN GOVT LT 4] 3251N03W

Section 4: Duties of CITY

The CITY shall have the following duties with respect to the CANCOURSE parcels subject to this Agreement:

- A. To enforce CITY park rules generally applicable to public parks as described in Municipal Code Chapters 4.25 and 4.30;
- B. To maintain, in cooperation with CANCOURSE, the CANCOURSE parcels subject to this Agreement in like manner as any other public park;
- C. To preserve, to the extent allowable by law, the access points to the CANCOURSE parcels and to keep the access point at the east end of Shadduck Lane open at all times the public parks are open;

- D. To comply with CANCOURSE'S master plan of trails, as that master plan may be amended from time-to-time by mutual agreement of the parties;
- E. To take no steps and to enact no ordinance or adopt no policy which would impair CANCOURSE'S immunity under Idaho's Recreational Use statute, Idaho Code § 36-1604;
- F. To consider, at such time in the future as the parties may decide, the purchase of the CANCOURSE parcels pursuant to such terms and conditions as the parties may agree, including that the parcels be maintained as a public park in perpetuity;
- G. To prohibit parking on Shadduck Lane from its intersection with N. Copper Way east to the end of the public right-of-way;
- H. To prohibit all motorized vehicle traffic on the CANCOURSE parcels, with the exception of E-bikes and vehicles operated by the CITY or CANCOURSE required for park maintenance and trail construction;
- I. To allow CANCOURSE the right to conduct forestry operations on its parcels without requiring CITY approval, including the removal of trees and bushes at the discretion of CANCOURSE, and despite temporary impact to the trail system;
- J. To allow dogs on the CANCOURSE parcels without a leash so long as any dog is under its owner's control;
- K. To indemnify CANCOURSE for any damages occurring as the result of the CITY'S conduct and to maintain liability insurance consistent with the Idaho Tort Claims Act for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

Section 5: Duties of CANCOURSE

CANCOURSE shall have the following duties with respect to the CANCOURSE parcels subject to this Agreement:

- A. To allow public access, limited only as provided by regulations generally applicable to public parks described in Municipal Code Chapters 4.25 and 4.30;
- B. To grant the CITY the sole power to enforce CITY ordinances generally applicable to public parks described in Municipal Code Chapters 4.25 and 4.30;

C. To cooperate with the CITY in maintaining the CANCOURSE parcels subject to this Agreement in like manner as any other public park;

D. To preserve, to the extent allowable by law, public access via the access points to the CANCOURSE parcels and to keep the access point at the east end of Shadduck Lane open at all times the public parks are open;

E. To comply with CANCOURSE'S master plan of trails, as that master plan may be amended from time-to-time by mutual agreement of the parties; and

F. To consider, at such time in the future as the parties may decide, the sale of the CANCOURSE parcels to the CITY pursuant to such terms and conditions as the parties may agree, including that the parcels be maintained as a public park in perpetuity.

G. To indemnify the CITY for any damages occurring as the result of CANCOURSE'S conduct and to maintain liability insurance in the amount of at least five hundred thousand and no/100 dollars (\$500,000.00) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

Section 6: Term

A. This Agreement shall be effective as of the date of execution by both parties ("Effective Date"). The initial term of the Agreement shall be five (5) years beginning on the Effective Date.

B. This Agreement shall be automatically extended for an additional five (5) year term unless either party gives notice of its intent to not renew at least 3 months prior to the end of the initial term. Thereafter, extensions may occur upon mutual agreement of the parties.

Section 7: Authority

Each party warrants that it has authority to enter into this Agreement and that each has complied with all laws, bylaws, resolutions, or articles of incorporation necessary to obtain authority to enter into this Agreement.

Section 8: City Council Approval

This Agreement is conditional upon approval of the Coeur d'Alene City Council.

Section 9: Default

The breach of either party of any covenant, agreement, warranty, representation, provision, or condition contained in this agreement shall be an event of default under this Agreement and shall be deemed a material breach.

Section 10: Entire Agreement; Merger

This Agreement constitutes the entire agreement between the parties thereto, and may not be modified except by an instrument in writing signed by the parties hereto. All prior representations, warranties, covenants and agreements of the parties are merged herein and have no independent significance.

Section 11: Law Applicable

This Agreement is being executed and delivered in the state of Idaho and shall be construed and enforced in accordance with the laws of the state of Idaho.

Section 12: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13: Notices

All notices by either party to the other, required or provided for herein, shall be served by hand delivery between 8:00 a.m. and 5:00 p.m. or by certified mail, return receipt requested. If sent by certified mail, service of such notice shall be deemed complete when written notice is placed in the United States mail, postage prepaid, addressed to the CITY at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, or CANCELCOURSE at 2823 Thomas Lane, Coeur d'Alene, Idaho, 83815 with proper postage affixed thereto.

Section 14: Section Headings

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of the CITY and CANCOURSE has caused the same to be signed by its duly authorized representative the day and year first above written.

CITY OF COEUR D'ALENE,

CANCOURSE, LLC

By [Signature]
Steve Widmyer, Mayor

By [Signature]
Its Member

ATTEST:

[Signature]
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of August, 2021, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that the City of Coeur d'Alene executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Coeur d'Alene Post Falls
My Commission expires: 8/14/2023

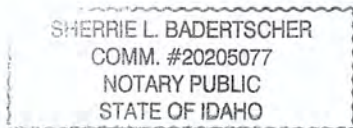


STATE OF IDAHO)
) ss.
County of Kootenai)

On this 11th day of August, 2021, before me, a Notary Public, personally appeared Jason Evans, known to me to be the Managing Member of CANCOURSE, LLC, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Sherrie L. Badertscher
Notary Public for Idaho
Residing at ~~Coeur d'Alene~~ *Spirit Lake, ID*
My Commission Expires: 12/28/26



**CITY COUNCIL
STAFF REPORT**

DATE: May 5, 2026
FROM: Adam Rouse, Recreation Superintendent
SUBJECT: CDA Little League Canfield of Dreams Fieldhouse

DECISION POINT: Recommend Council approve a Memorandum of Understanding (MOU) with Coeur d’Alene Little League to reserve property at Canfield Sports Complex located at 5370 North 15th Street for the construction of an indoor baseball facility.

HISTORY: The City and Coeur d’Alene Little League have a long-standing partnership dating back more than 30 years. The proposed field house will give Coeur d’Alene Little League and the City opportunities to expand involvement in baseball programs as well as offer a wintertime location for participants to practice. This facility would also include a much-needed restroom facility that will be accessible for City recreation programs.

FINANCIAL ANALYSIS: At this juncture, there will be no impact to the City. Once a facility is onsite, we will maintain the grounds.

PERFORMANCE ANALYSIS: This partnership will provide a location for Coeur d’Alene Little League to provide for the needs of their participants, and use of the facility by our recreation division will increase income, program opportunities, and the number of families we are able to serve. An MOU with the City for the purpose of this facility will help Coeur d’Alene Little League as they begin their capital campaign fundraising.

DECISION POINT / RECOMMENDATION: Recommend Council should approve the Memorandum of Understanding with Coeur d’Alene Little League to reserve property at Canfield Sports Complex located at 5370 North 15th Street, for the purpose of an indoor baseball facility.

CANFIELD SPORTS COMPLEX

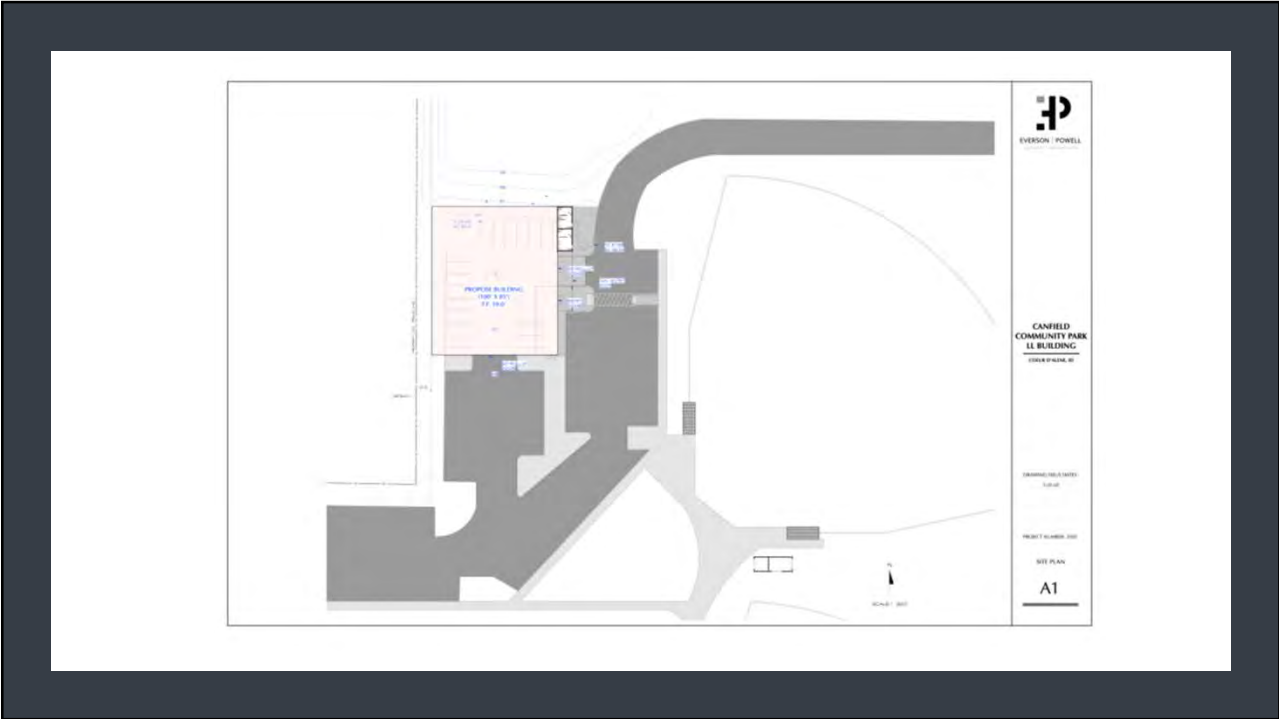
COMMUNITY PARK BUILDING AND HITTING FACILITY

1

THE FUTURE OF CANFIELD SPORTS COMPLEX

- COLLABORATION BETWEEN CITY OF CDA AND COEUR D'ALENE LITTLE LEAGUE BASEBALL TO SHARE THE LOVE OF BASEBALL FOR YEARS TO COME WITH OUR COMMUNITY
- YEAR-ROUND OPPORTUNITY FOR EVENTS, CLINICS WITH CDALL, CDA PARK AND REC AND COMMUNITY
- PERMANENT PUBLIC RESTROOM FACILITIES AT CANFIELD SPORTS COMPLEX FOR ALL FIELDS

2



3



4



5



6



7



8

RESOLUTION NO. 26-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A MEMORANDUM OF UNDERSTANDING WITH COEUR D'ALENE LITTLE LEAGUE TO RESERVE PROPERTY AT THE CANFIELD SPORTS COMPLEX LOCATED AT 5370 N. 15TH STREET FOR THE CONSTRUCTION OF AN INDOOR BASEBALL FACILITY.

WHEREAS, the Recreation Superintendent for the City of Coeur d'Alene has recommended the City enter into a Memorandum of Understanding with the Coeur d'Alene Little League, pursuant to terms and conditions set for in a Memorandum of Understanding, 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 approve such Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with Coeur d'Alene Little League to reserve property at the Canfield Sports Complex located at 5370 N. 15th Street for the construction of an indoor baseball facility, 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 5th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE AND
COEUR D'ALENE LITTLE LEAGUE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("City") and CDA Little League ("Little League") and is intended to document the parties' understanding of and agreement to reserve the use of property at Canfield Sports Complex for the building of a recreational facility.

II. RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Idaho; and

WHEREAS, Little League is an unincorporated public recreational organization; and

WHEREAS, Little League would like to partner with the City to provide a recreational facility for their use and City recreation activities; and

WHEREAS, it is the mutual desire of the City and Little League to memorialize their understanding and agreement with respect to the land use; and

WHEREAS, this MOU creates a mutually beneficial solution for the Parties involved.

NOW THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this MOU shall be three (3) years, commencing on the date the parties have signed this MOU.
2. This MOU may be extended upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions the Parties may agree.

IV. TERMS FOR LAND

- A. For the duration of this agreement, the City shall reserve a portion of the land located at Canfield Sports Complex for the future construction of a recreational facility.
- B. The location of the facility shall be determined by the City, with the input of Little League. However, the final decision regarding the location of the facility shall rest solely with the City.

- C. Once construction commences, this MOU will be updated to reflect the allocation of costs and specific uses of the facility between Little League and the City.
- D. That lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

CITY OF COEUR D'ALENE

COEUR D'ALENE LITTLE LEAGUE

Daniel K. Gookin, Mayor

Name

Title

ATTEST:

Renata McLeod, City Clerk

CITY COUNCIL STAFF REPORT

DATE: May 5, 2026

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: AWARD OF CONTRACT FOR THE
2026 CHIPSEAL PROJECT

DECISION POINT: Should City Council award the 2026 Chipseal Project Contract to Poe Asphalt Paving?

HISTORY: As part of our annual street maintenance, the Streets & Engineering Department created a project to chipseal several streets in the City to prolong their lives. The project included a base bid that included the Heartland and Legacy Place subdivisions, and portions of Honeysuckle Drive, St. Michelle Drive, Wilbur Ave, Kathleen Ave, Pinegrove Drive, Coeur d'Alene Lake Drive, and Ramsey Road with an Add Alternate for additional work on 15th Street and Thomas Lane. The project was advertised for two weeks and three bids were received and opened on April 14th. The bid results are as follows:

Bidder	Base Bid	Add Alternate	Total
Poe Asphalt Paving	\$789,408	\$93,880	\$883,288
American Road Maintenance	\$966,540	\$91,360	\$1,057,900
Arrow Conc. & Asphalt	\$1,195,002	\$98,646	\$1,293,648

FINANCIAL ANALYSIS: The total low bid of \$883,288 will be funded with the current overlay/chipseal budget and a portion of funds reserved for Coeur d'Alene Lake Drive.

PERFORMANCE ANALYSIS: The award of contract allows Poe Asphalt Paving to chipseal the deteriorating roadways and provide additional life.

RECOMMENDATION: Council should award a contract in the amount of \$883,288 to Poe Asphalt Paving for the 2026 Chipseal Project.

2026 Chip Seal Project

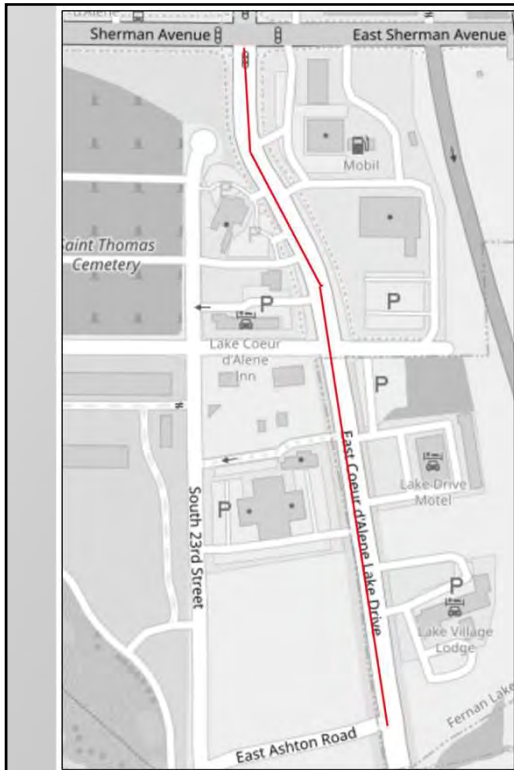


Todd Feusier, Streets & Engineering Director

1



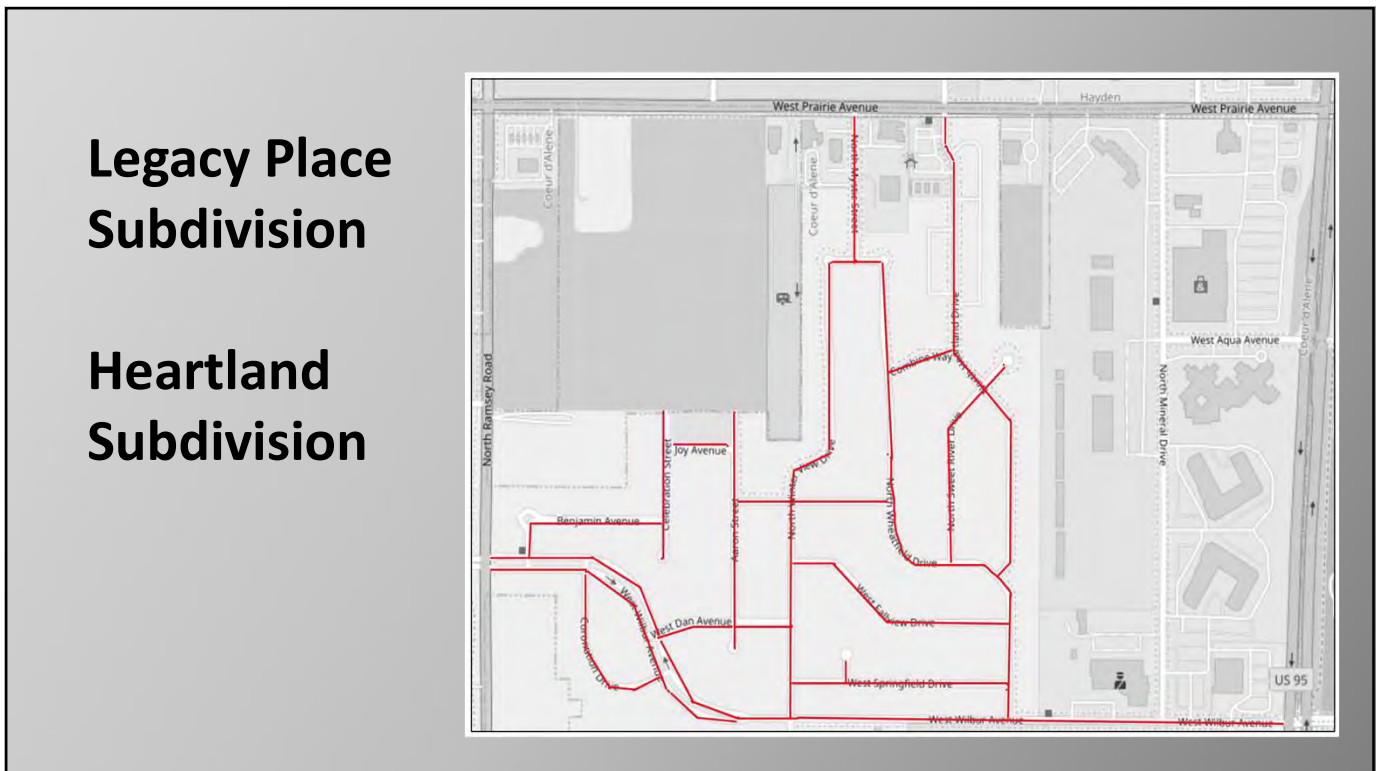
2



Cda Lake Drive

(Sherman Ave. – Ashton Dr.)

3



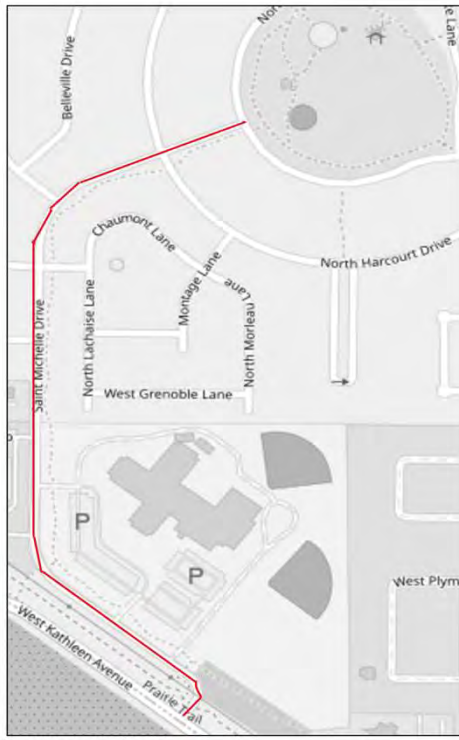
Legacy Place Subdivision

Heartland Subdivision

4

St. Michelle Drive

(Kathleen Ave. – Dalton Ave.)



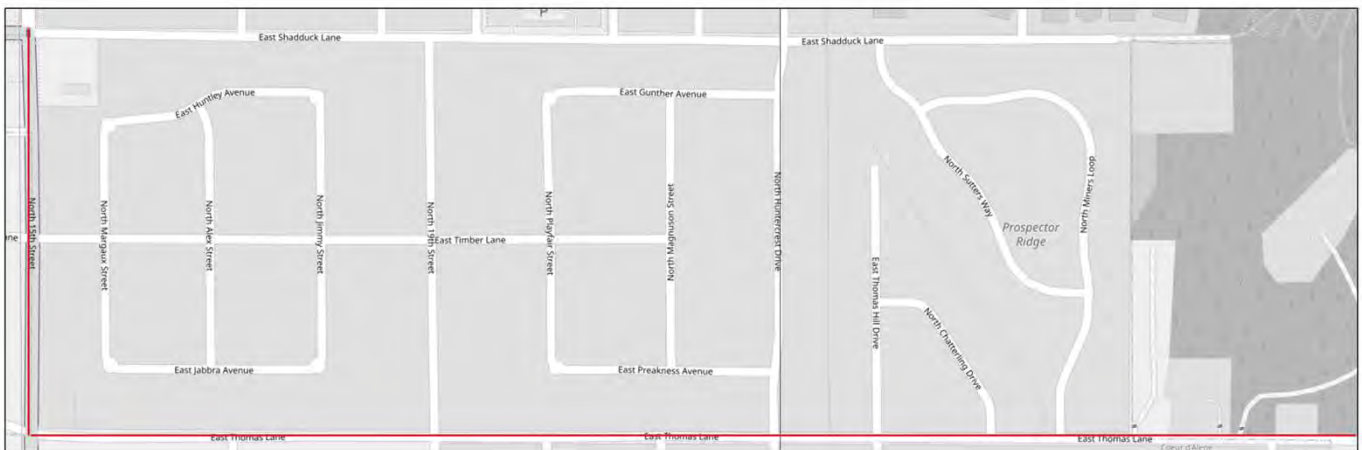
9

15th Street

(Thomas Ln. – Shadduck Ln.)

Thomas Lane

(15th St. – E. Thomas Hill Dr.)



10

2026 Chip Seal Project

TIPS TO DRIVERS

- Multi-stage process
- Follow traffic control directions
- If a traffic signal is not operational, treat it as a stop sign
- Don't drive through fresh oil
- Expect loose rock chips until final sweeping
 - Reduce speeds through construction zone
 - Increase following distance
 - Motorcycles/bicycles use caution
- Expect several days before striping is completed



11

2026 Chipseal Project

Staff recommends awarding both the base bid and the bid alternate for the 2026 Chipseal contract to Poe Asphalt Paving, Inc. for \$883,288

12

RESOLUTION NO. 26-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR THE 2026 CHIPSEAL PROJECT TO POE ASPHALT PAVING, INC., IN AN AMOUNT NOT TO EXCEED \$883,288.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the 2026 Chipseal Project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Tuesday the 14th day of April, 2026, and the lowest responsive bid received was that of Poe Asphalt Paving, Inc., in the amount of Eight Hundred Eighty-Three Thousand Two Hundred Eighty-Eight and 00/100 dollars (\$883,288.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Poe Asphalt Paving, Inc., in an amount not to exceed \$883,288.00 for the 2026 Chipseal Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Poe Asphalt Paving, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that 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 contract on behalf of the City.

DATED this 5th day of May, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

CONTRACT
For
CITY OF COEUR D'ALENE
2026 CHIPSEAL PROJECT

THIS CONTRACT is made and entered into this 5th day of May, 2026, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **POE ASPHALT PAVING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2026 Chipseal Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily 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. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Eight Hundred Eighty-Three Thousand Two Hundred Eighty-Eight and 00/100's Dollars (\$883,288)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

- To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- That if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, and even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this

contract may withhold from any payment due him/her/it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions

- O. Plans
- P. Addenda No. _____

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its [President], the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
Poe Asphalt Paving, Inc.

Daniel K. Gookin, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.