North Idaho College
NIC Board of Trustees Meeting Agenda
Lake Coeur d’Alene Room
6:00 p.m.
August 28, 2013

Mission statement: North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

4:00 p.m.
EXECUTIVE SESSION
Idaho Code Sections 67-2345(a), (b), (c)

Ken Howard

6:00 p.m. Lake Coeur d’Alene Room
RECONVENE BOARD MEETING

Ken Howard

CALL TO ORDER
Pledge of Allegiance
Verification of Quorum/Introduction of Guests
Minutes Review/Approval
Public Comment
Celebrating Success: Students’ International Experience

Peggy Wasserman and Scott Estes

CONSTITUENT REPORTS
ASNIC
Staff Assembly
Faculty Assembly
Senate

Benaiah Cheevers
Nancy Edwards
Michelle Lippert
Audrey Bourne

PRESIDENT’S REPORT
Joe Dunlap

OLD BUSINESS
None

NEW BUSINESS
Tab 1: ACTION: Welding Facility Lease
Ken Howard
Marc Lyons
Tab 2: Discuss Policy 2.01.05 Communications with Employees & General Public
Ken Howard

ACTION to move October 23, 2013 Board of Trustees Meeting to October 16
Ken Howard

Tab 3: Sports Complex Recommendations from Ad-hoc Committee
Joe Dunlap

BOARD CHAIR REPORT
Ken Howard

REMARKS FOR THE GOOD OF THE ORDER
Remarks are subject to NIC Policy and Procedure 2.01.03. Copies are available from the President’s Office.

ADJOURN

Executive sessions may be called for the purposes of considering personnel matters; conducting deliberations regarding labor negotiations or acquisition of an interest in real property; to consider records that are exempt from public disclosure; to consider preliminary negotiations involving matters of trade or commerce in which this governing body is in competition with another governing body; communicating with legal counsel regarding pending/imminently-likely claims; or to conduct labor negotiations.

NEXT BOARD MEETING
September 25, 2013
SUBJECT
Executive Session

BACKGROUND
From time to time the board will find it necessary to adjourn to executive session.

DISCUSSION
When an executive session is required, a number of specific steps must be taken. These steps are:

2. Cite one or more specific subsections in the code section.
3. Approve a motion to adjourn by two-thirds, roll call vote.
4. Take no action and make no final decisions in executive session.

COMMITTEE ACTION
Roll call vote of the members of the board of trustees with a two-thirds majority is necessary to adjourn to executive session.

FINANCIAL IMPACT
None.

REQUESTED BOARD ACTION
A motion under Idaho Code Section 67-2345 subsection:

_____ Consider personnel matters [Idaho Code § 67-2345(1)(a) & (b)]
_____ Deliberate regarding labor negotiations or acquisition of an interest in real property [Idaho Code § 67-2345(1)(c)]
_____ Consider records that are exempt from public disclosure [Idaho Code § 67-2345(1)(d)]
_____ Consider preliminary negotiations involving matters of trade or commerce in which this governing body is in competition with another governing body [Idaho Code §67-2345(1)(e)]
_____ Communicate with legal counsel regarding pending/imminently-likely litigation [Idaho Code § 67-2345(1)(f)]
_____ Communicate with risk manager/insurer regarding pending/imminently-likely claims [Idaho Code § 67-2345(1)(j)]
_____ Conduct labor negotiations [Idaho Code § 67-2345(2)]

Moved by ________ Seconded by ________ Carried: Yes _______ No ______

Roll call: ____________ Banducci
__________ Howard
__________ Meyer
__________ Nilson
__________ Wood
CALL TO ORDER AND VERIFICATION OF QUORUM
Chair Ken Howard called the meeting to order at 4:07 p.m. and verified that a quorum was present.

ATTENDANCE
Trustees: Todd Banducci
                Ken Howard
                Judy Meyer
                Ron Nilson
                Christie Wood

EXECUTIVE SESSION
Motion was made by Trustee Meyer, seconded by Trustee Wood, to go into executive session under Idaho Code § 67-2345(a), (b) to consider personnel matters (c) to deliberate regarding labor negotiations or acquisition of an interest in real property. Roll call vote was taken as follows:

Todd Banducci  aye
Ken Howard       aye
Judy Meyer       aye
Ron Nilson       aye
Christie Wood    aye

At 5:15 a motion was made to return to open session by Trustee Nilson, seconded by Trustee Meyer. Chair Howard adjourned the meeting.

CALL TO ORDER AND VERIFICATION OF QUORUM
Chair Howard called the meeting to order at 6:00 p.m. and verified that a quorum was present.

ATTENDANCE
Trustees:  Todd Banducci
                Ken Howard
                Judy Meyer
                Ron Nilson
                Christie Wood

Also present: Marc Lyons, Attorney for North Idaho College
                            Mark Browning, Vice President for Community and Governmental Relations
                            Ron Dorn, Vice President for Resource Management
Chair Howard led the board and meeting attendees in the Pledge of Allegiance. He then welcomed attendees and guests to the meeting.

**APPROVAL OF MINUTES**
Chair Howard called for remarks regarding the meeting minutes.

Trustee Banducci expressed concern that the minutes of the May 22 meeting weren’t reflective of the discussion and that he felt more detail should be included. Chair Howard commented that meeting minutes are designed to be an outline of the actions taken not a word for word description. He added that if someone is interested in the discussion that took place during a meeting, they can go back and view the video record of the meeting. He went on to say that if they wish, trustees can move to amend minutes to add a reference to some portion of the minutes directing readers to the full record.

Trustee Nilson made a motion to adopt the minutes of the May 13, 2013 meeting, the May 22, 2013 meeting and the June 10, 2013 meeting. The motion, seconded by Trustee Wood, carried unanimously.

**PUBLIC COMMENT**
None.

**CELEBRATING SUCCESS**
Marsha Nead from Auxiliary Services presented information about the college’s newly instituted Cardinal One-card system for students and employees. She presented board members with cards.

**SPECIAL REPORTS**
Trustee Judy Meyer introduced members of Idaho Business for Education, Skip Oppenheimer, Rod Gramer and Diana Lachiondo. Mr. Oppenheimer reviewed the purpose and mission of the organization. He highlighted that its membership, made up of chief executives and presidents from around the state, is concerned with improving education in Idaho as it relates to employer needs and impacting state policy regarding education. Rod Gramer reviewed some of the initiatives of the organization such as collaborating with other educational stakeholders in the state to develop solutions for educational issues.

Kathy Hagler, consultant for IBE, provided results of a recent survey conducted with employers regarding education and employment and employers’ workforce needs. She commented that they are seeking more information from employers in North Idaho and will leave the survey open for that purpose.

There was some discussion about the definition for certificate achievement between the state and employers and what IBE can do to help clarify how certificates are identified and measured within the state’s completion goals. IBE’s survey will remain open through mid-August and results will be provided to participating employers and the media and presented to Presidents’ Council.
NEW BUSINESS

Lease Agreement for Small Engine Repair Facility
College Attorney Marc Lyons presented the lease agreement stating it was for a three-year term and he requested the board make a motion to approve the lease, as negotiated, and to approve a budget that includes funding for the lease. Trustee Wood made a motion to approve the lease and authorize the board chair to execute the lease along with the VP for Resource Management. The motion, seconded by Trustee Nilson, carried unanimously.

President’s Contract for FY13-14
Chair Howard commented that the board had reviewed the president’s contract and he requested a motion to approve. Trustee Nilson made a motion to approve the employment agreement between the president and the college and authorize the board chair to execute the contract on behalf of the board of trustees. The motion was seconded by Trustee Meyer. Members of the board expressed their appreciation to Dr. Dunlap for a job well done. Trustee Meyer commented that the contracted salary for Dr. Dunlap is at the same rate as last year, at his request. Chair Howard commented that this is a renewal of the contract entered into with Dr. Dunlap last year, with the exception of the requirement for him to relocate his residence to Idaho within one year. He added that the moving expense that was included in last year’s contract has also been removed. The motion carried unanimously.

Chair Howard asked for a motion to waive the second reading of Dr. Dunlap’s contract so that it may go into effect immediately. Trustee Nilson made a motion waiving a second reading of the contract and approve the contract as previously approved. The motion, seconded by Trustee Meyer, carried unanimously.

Chair Howard asked for a motion to waive the second reading of the lease agreement for the small engine repair facility approved in Tab 1. Trustee Wood made a motion to waive the second reading of the lease agreement and move forward with it, as approved. The motion, seconded by Trustee Meyer, carried unanimously.

Financing Agreement with City of Coeur d’Alene for the Flood Dike Certification Project
Chair Howard provided a brief explanation of the financing agreement, stating that the project was discussed in the previous meeting and the agreement involves the college paying approximately half the cost of the study in advance of any remedial measures. Trustee Banducci clarified that the college’s costs were capped at $250,000. Trustee Meyer made a motion to approve the proposed flood works certification and authorize the board chair and the vice president for resource management to execute the agreement. The motion was seconded by Trustee Nilson. Trustee Nilson asked VP Browning if the costs in the agreement were realistic. VP Browning responded that the city and consultant have confirmed that these are realistic costs for this type study. Marc Lyons commented that his office has reviewed the agreement and ensured that there is a cost cap in place and that it is not an open ended agreement.

Chair Howard asked for clarification about how the college would fund the payments since the budget has already been approved. VP Ron Dorn responded that the July payment could come from currently budgeted plant funds or from the balance of the $1.8 million in one-time funds received from the state. A discussion ensued about the balance of the $1.8
million and VP Dorn commented that approximately $500,000 remains unspent and is currently held in the capital improvement fund. Following this discussion, the motion carried unanimously.

**INFORMATION ITEMS**

*Community Garden Location Update*
Garry Stark reviewed the location of the gathering garden, located on the NIC campus, in relation to the existing swale and water run-off. He stated that there are four dry wells located near the garden and there is no interference by water run-off.

Trustee Banducci took this opportunity to ask about the permitting for the ADA gang way to the NIC Beach. Stark provided a brief update.

*Update on Burlington Northern Lease*
Marc Lyons stated that the city of Coeur d’Alene submitted an application in January to lease property owned by Burlington Northern Railroad that joins portions of NIC property. He stated that the proposed use of the land, as stated in the application, is for public recreation and that a detailed plan and schedule for development will be completed, with one of the considerations being educational purposes for NIC and other institutions of public learning.

Following a question by Trustee Banducci, VP Browning responded that the college has approached members of our federal delegation to sponsor the removal of restrictions currently in place regarding this property, as it concerns NIC, when the time is appropriate.

Chair Howard remarked that the college should continue to publicly assert our interest in this matter. He added that he would like the college to be able to review copies of the application for the lease agreement and master plan before they are submitted to ensure the college has input.

**BOARD CHAIR REPORT**

*Professional Technical Education Facilities:*
Chair Howard stated there had been public hearings and a workshop on methodology and financing options for facilities and that in the near future there may be a special meeting scheduled at which the board may consider a motion to move forward on a facility. He asked the board to consider any other components they feel the board should have to help with this decision.

Trustee Nilson responded that he feels the board should meet again to recap all of the information it has to ensure everyone has an understanding. He added that he would like the board to have a discussion about cost per square foot and location and he added that the board’s goal from this discussion should include a recommendation of square footage, the numbers of students the college will serve and the approximate cost.

Trustee Banducci commented about the importance of the board gaining a clearer understanding of the appropriate design and structure needed. He added that it would be helpful to have an honest assessment of the Jacklin facility for this discussion.
Trustee Meyer commented that it would be helpful for the board to have economic outlook data for this discussion.

Following this discussion, Chair Howard stated that a workshop would be scheduled.

REMARKS FOR THE GOOD OF THE ORDER
Trustee Meyer offered her congratulations to the practical nursing students receiving their pins and she shared information from some articles she’d recently read.

Trustee Banducci commented about the recent RN pinning ceremony and encouraged others to attend the upcoming practical nursing ceremony.

The meeting was adjourned at 8:20 p.m.

____________________________  ____________________________________
Board of Trustees Chair               Board of Trustees Secretary
ATTENDANCE
North Idaho College: Todd Banducci, Ken Howard, Judy Meyer, Ron Nilson, Christie Wood, President Joe Dunlap, Vice President Mark Browning, Athletic Director Al Williams

Event Center Ad Hoc Committee members and others present: Rich McKernan, Rick Souza, Troy Tymeson, Helo Hancock, Nikole Cummings, Jim Faucher

NIC Board Chair Ken Howard convened the workshop at 6:10 p.m. He briefly reviewed points from the resolution that the board adopted during their February 27, 2013 meeting regarding the pursuit of an athletic/activity center.

President Dunlap began by discussing the college’s values, mission and vision and how this particular project fits in within each one and he introduced members of the ad-hoc committee that was formed to evaluate the efficacy of pursuing the project. He went on to review the history of the project and referenced the findings of a previous study prepared by Conventions, Sports and Leisure in 2008. He continued by reviewing two prospective sites for the facility in the Riverstone area and further west on Seltice Way, and stated that the committee must complete further analysis of both sites before they can make a recommendation to the NIC Board.

Al Williams reviewed the needs identified for both the college and the community. He discussed the poor state of NIC’s current athletic facilities as well as the opportunities a new and larger facility would allow the college and the community.

Jim Faucher provided input regarding the potential for fundraising, stating that he had interviewed eleven community members and found that the majority like the idea of a multipurpose facility with the flexibility to host activities other than just NIC athletic events. He went on to say one of the individuals he interviewed felt that Riverstone could be perceived as an extension of the Education Corridor and others raised concerns about NIC owning the facility and how maintenance and operations would be covered. He mentioned that some felt that 5,000 seats were too many and others agreed with the 5,000 seat proposal and that there were some concerns expressed about parking and about whether the facility would compete with other similar regional entities.

Faucher stated that two to three gifts in the six to seven figure range would be needed in order to make the $5 million fundraising goal happen. He feels the potential gifts are there, but before anything further can be accomplished, the board must make some major decisions such as site selection and scope and size of the project, as well as what LCDC will commit to regarding a facility.
Troy Tymeson reviewed revenue, expenses and capital needs for a facility, tested conservatively against the figures provided by the consultants in 2008, including figures for attendance, gate receipts and rent, concessions, merchandise and parking. He added that concessions and parking generate the highest amount of revenue.

Mark Browning reported that there are some misconceptions and perceptions within the community that will be addressed once the project is approved. He went on to say that should the project go forward, a proactive communication strategy will be developed that addresses the impacts a facility will have on the community.

Rick Souza brought up the issue of concessions competing with Booster Club concession sales and the issue of alcohol sales in education facilities.

Discussion:
Trustee Ron Nilson asked about the validity of the revenue and expense figures. Troy Tymeson responded that he and the maintenance and operations sub-committee had taken the figures provided by the consultant and applied a conservative analysis to arrive at the figures being presented to the group.

Trustee Christie Wood stated that she felt that it was premature to select a site. Dr. Dunlap stated that the committee still needs to evaluate both sites before a formal recommendation would be made to the board.

Some discussion took place about the availability of parking spaces based on the needs identified in the facility’s design concept.

Trustee Nilson asked that the committee find comparable facilities elsewhere to gain a clearer understanding of what the college and community face.

Trustee Todd Banducci brought up the issue of ticket cost, ticket sales and avoiding impact to the Booster Club. Al Williams responded that the proposed facility could attract a wider audience and enhance attendance.

A brief discussion took place about costs associated with events management that would be another layer on top of the potential maintenance and operations costs.

Helo Hancock brought up the consideration of identifying just how much land is need for the facility and selecting the site that offers the most land for the least cost.

Trustee Wood asked if a figure had been identified for a fund to support maintenance and operations costs. Chair Howard responded that the figure for a safety fund would be derived once maintenance and operations costs are known.

Trustee Banducci asked if consideration had been given to lost support from prospective donors. Jim Faucher responded that there is typically a 10-15 percent default on donor pledges, so he recommended setting the goal higher than needed to avoid a shortfall. He added that donations may also be used for an endowment to help with maintenance and operations costs.
Helo Hancock asked where this facility falls on the college’s list of priorities. Chair Howard responded that this proposal provides an opportunity for the college to replace some aging facilities and provide some benefit to the community. He went on to express his appreciation for the committees’ preliminary exploration into the feasibility of the project and he added that it will allow the board to decide if this project is something the college should move forward with.

Trustee Nilson responded that PTE facilities are the college’s number one priority. Trustee Banducci responded that the college’s various building priorities, such as a joint use facility or a PTE facility, are dependent on different sources of revenue and that may affect how their priority is viewed.

Trustee Judy Meyer commented that it would be helpful if the committee would come forward with a recommendation of what the right size facility would be based on the proposed uses and what makes similar facilities work?

Chair Howard thanked attendees for their input and participation and stated the information is helpful in the board’s consideration of moving forward with the project.

The meeting concluded at 7:40 p.m.

____________________________  __________________________________
Board of Trustees Chair             Board of Trustees Secretary
SUBJECT
Weld shop lease

BACKGROUND
As part of the mission of the college, NIC seeks to maintain facilities for lease for the purposes of instruction. Such property has been previously located and the terms of the renewal lease have been agreed.

DISCUSSION
NIC has worked with Outotec (USA) Inc. to lease property located at 3639 W. Industrial Loop in Coeur d’Alene, Idaho (near Atlas & Kathleen). The term of this lease is three (3) years, commencing July 1, 2013, and ending June 30, 2016, unless sooner terminated according to the provisions of the Lease Agreement. The entirety of the property, including the building and parking areas, will be dedicated to the educational mission of NIC and function largely for the administration of such.

COMMITTEE ACTION
None

FINANCIAL IMPACT
Base rent is $1,625/month. The lease may be terminated by NIC at any time with sixty (60) days’ notice to the Landlord.

REQUESTED BOARD ACTION
The board is requested to approve, by motion, the lease, as negotiated, and authorize the board chair to execute the lease on behalf of the college.

Prepared by Marc Lyons
Attorney for North Idaho College
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this first day of July, 2013, by and between Outotec (USA) Inc., a Delaware corporation, hereinafter referred to as Lessor, and NORTH IDAHO COLLEGE, hereinafter referred to as Lessee.

WITNESSETH

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the hereinafter described real property upon the following terms and conditions:

LEASED PROPERTY: The real property together with buildings and improvements located on portions of Lot 8, Block 3, Coeur d'Alene Industrial Park and which is more particularly described in the attached Exhibit A which is attached hereto and incorporated herein by reference.

TERM: This Lease shall begin July 1, 2013, and shall terminate on June 30, 2016. Provided that, however, Lessee may terminate this Lease at any time prior to the termination set forth above by providing written notice to Lessor at least sixty days prior to the effective date of termination. Such termination shall not constitute an event of default under the Lease. Any pre-paid rent, taxes, assessments or other payments contemplated herein shall be pro-rated as of the effective date of termination and returned to Lessee.

LEASE RATE: The lease rate shall be ONE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS ($1,625) per month. Lessee may pre-pay said rent, for up to 12 months.

UTILITIES: Lessee shall be responsible for and pay all water, heat, electricity, telephone, gas, garbage collection and other similar utilities they may incur during their occupancy.

TAXES AND ASSESSMENTS: Lessor understands and agrees that Lessee is a governmental entity in the State of Idaho that is not subject to Kootenai County real property tax assessments. Lessee will seek abatement of any real property taxes assessed against the Premises during Lessee’s occupancy of the Premises and Lessor will cooperate as needed to assist the Lessee in this process. Any savings or benefit incurred as a result of such abatement shall be in favor of the Lessee without any reduction to the Lease Rate defined above. To the extent that Lessee is unable to abate the taxes accrued after the commencement date of this Lease, Lessee shall be responsible for and pay all property taxes or assessments levied against the premises during their occupancy.

INSURANCE: Lessee shall, at their expense and for their benefit, obtain and maintain for the duration of this Lease, fire and extended coverage insurance on the premises. Lessor shall, at their expense, obtain and maintain for the duration of this Lease, personal injury, property damage and liability in amounts not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000.00). Lessor shall be designated as an additional named insured on such insurance. If Lessee fails to obtain and maintain such insurance, Lessor may obtain such insurance and charge the expense thereof to Lessee.

REPAIRS AND MAINTENANCE: Lessee shall be responsible for normal and routine repairs and maintenance that shall include heating, plumbing, windows and all other maintenance except major structural repair. Lessee shall also be responsible for repairing building damages that result from Lessee's actions and occupancy.
**LOSS OF BUILDING:** In the event of fire or other casualty, Lessor shall be entitled to receive the insurance proceeds that shall be used to repair the damage to the building. In the event damages exceed thirty percent (30%) of the value of the building, the Lease may be terminated by either party and Lessee shall not be required to utilize the insurance proceeds for the repair of the building.

**POSESSION:** Lessee shall be entitled to possession of the Leased Property during the Lease Term; however, Lessor retains the right to inspect the premises, in the company of and with reasonable notification to Lessee, at any reasonable time to determine whether or not the premises are being properly cared for and that the terms of this Lease are being faithfully and properly executed. The Lessee shall, at the expiration of this Lease, surrender possession of the premises to the Lessor in a condition that is comparable to the condition of the premises at the time this Lease is executed, reasonable wear and tear excepted.

**IMPROVEMENTS TO LEASED PROPERTY:** Lessee shall have the right, at Lessee's expense, to make improvements or changes to the Leased Property in the form of fixtures, additions, fences, wiring, plumbing and other similar improvements. Lessee shall obtain approval of the Lessor of any proposed significant improvements or changes to the property.

**DEFAULT:** In the event of default of Lessee by failing to pay the rent herein specified, or by causing damage to the premises other than by ordinary wear and tear, or by any other breach of the Lease, Lessor shall cause thirty (30) days written notice thereof to be given to Lessee which may, during the interim, correct such fault. Provided, however, that if such default is not corrected within thirty (30) days from the date of such written notice, the Lease shall then terminate and be no longer effective insofar as the right of occupancy is concerned and Lessor shall have the right to remove Lessee and any properties belonging to Lessee at Lessee's expense. Lessee shall remain liable for rent due for the balance of any fiscal year or any extension thereof in the event of default; and Lessor may elect to re-let the premises and Lessee shall reimburse Lessor for any deficiency arising from re-letting the premises at a lesser rental rate than as provided for herein; and Lessee shall pay such deficiency each month during the remainder of Lessee's term thereof.

**EXPENSES AND ATTORNEY'S FEES:** In the event either party of the Lease is required to employ an attorney for the purpose of instituting an action against the other for breach or enforcement of any portion of this Lease and be successful therein, they shall be entitled to reasonable attorney's fees and costs in addition to any other rights available under this instrument.

**ASSIGNABILITY:** This Lease may not be assigned without first obtaining the written consent of the Lessor which consent shall be unreasonably withheld.

**SIGNATURE PAGE TO FOLLOW**
SIGNATURES: By signing below, all parties to this Lease signify their acceptance of all obligations, rights, and duties specified herein; provided that, however, the Lease must be approved by a majority of the Board of Trustees of NIC in order to be binding and effective.

Lessor

Outotec (USA) Inc., a Delaware corporation

By JUKKA TUOMINEN

Its GENERAL MANAGER

Date 07/04/13 Time 2:30 am/pm

Lessee

North Idaho College

By Ron Dorn

Its Vice President for Resource Management

Date 07/04/13 Time 10:43 am/pm

Board of Trustees

____________________________________

Kenneth Howard, Board Chair

Date __________ Time __________ am/pm
North Idaho College Leased Parcel Legal Description

A parcel of land lying within Lot 8, Block 2, Coeur d’Alene Industrial Park, in Section 33, Township 51N, Range 4 West, Boise Meridian, City of Coeur d’Alene, Kootenai County, Idaho being more particularly described as follows;

Commencing at the northwest corner of said Lot 8 monumented with a 2-1/2 inch outside diameter iron pipe with a 2 inch diameter unreadable aluminum cap inside from which the northeast corner of Lot 2, of said Block 3 monumented with a 5/8 inch diameter rebar bears South 88°47’50” East, 528.78 feet;

Thence along the northerly line of said Lot 8 South 88°47’50” East, 129.62 feet to the Point of Beginning;

Thence continuing along said north line South 88°47’50” East, 45.26 feet;

Thence South 0°54’17” West, 102.35 feet;

Thence South 88°10’47” East, 56.23 feet;

Thence South 1°49’34” West, 97.08 feet to the southerly line of said Lot 8;

Thence along the southerly line of said Lot 8, North 88°43’39” West, 95.65 feet;

Thence North 1°16’21” East, 14.00 feet;

Thence North 88°43’39” West, 35.02 feet;

Thence South 1°16’21” West, 14.00 feet to the southerly line of said Lot 8;

Thence North 88°43’39” West, 91.96 feet to the westerly line of said Lot 8 and a point of non-tangent curve to the right monumented with a 5/8 inch diameter rebar;

Thence along said westerly line and the arc of said curve right 60.34 feet, with said curve having a radius of 260.85 and a delta angle of 13°15’15”, to a 5/8 inch diameter rebar and yellow plastic cap marked PLS 3814;

Thence continuing along the westerly line of said Lot 8 North 00°53’55” East, 59.99 feet to the southwesterly corner of Lot 8B being a part of said Lot 8;

Thence South 89°06’05” East, 129.62 feet along the southerly line of said Lot 8B to the southeast corner of said Lot 8B;

Thence North 0°53’55” East, 79.31 feet to the Point of Beginning.

Containing 0.675 acres more or less

Subject to Any existing easements, covenants, conditions, rights, reservations, restrictions, or encumbrances of record or in view.
NIC LEASE PARCEL LEGAL DESCRIPTION EXHIBIT
WITHIN LOT 8, BLOCK 3, COEUR D'ALENE INDUSTRIAL PARK
IN SEC 33, T51N, R4W, B.M.
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

○ FOUND A 5/8 INCH DIAM. REBAR WITH NO CAP OR AS NOTED
○ FOUND A 2 1/2 INCH DIAM. IRON PIPE WITH AN UNREADABLE 2 INCH ALUM. CAP INSIDE
○ CALCULATED POINT NOTHING FOUND OR SET
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

LINE TABLE

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BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE USING GPS AND THE WASHINGTON STATE REFERENCE NETWORK STATION KOOT. ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND. TO CALCULATE GROUND DISTANCES A COMBINED ADJUSTMENT OF 1,000,9093216 WAS APPLIED AT THE ORIGIN. TO CALCULATE GEODETIC BEARINGS APPLY A CONVERGENCE ANGLE OF 0°48'22".

DRAWN BY: PLOT DATE: DBO 6/28/13
PROJECT: SHEET: P131032 1 OF 1
FILE NAME: P133032_SV_CONTROL.DWG

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PROFESSIONAL LAND SURVEYOR STATE OF IDAHO
Dusty B. Obermayer 01119
07/18/13
Policy Narrative

It will be the practice of the board of trustees to utilize the advice of all interested individuals and groups in the solution of its educational and financial concerns, although the board alone will be the final policy agent.

The president is North Idaho College's official voice and the general agent through whom members of the college community, faculty, staff, and students normally address communication to the board of trustees. These presidential functions are established in custom, and in board policy. It is therefore, regular operating procedure for official communications to the board of trustees that originate within North Idaho College to be routed through administrative channels to the president, unless either the president or the board has otherwise directed.
It is the policy of the board that the faculty and staff use their respective governance structure, in bringing matters of interest before the board. As such, they should report their concerns, suggestions, etc. to their immediate supervisor or committee representative and request that they be carried forth through the appropriate communication channels to the board by the president, or president's designee if necessary.

The board of trustees recognizes the right of the public to receive information concerning all of its actions, policies and details of its educational and business operations. In accordance with this policy, copies of the agenda will be furnished to all interested persons and organizations upon request to the college president.