

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

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.

NOTE: The City is utilizing Governor Little's Stage 3 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room, and limiting seating to approximately 10 seats, seating will be first come first serve. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org any time prior to 4:00 p.m. the day of the meeting.

*The meeting will be aired on Zoom meeting network with the following options:
<https://zoom.us/j/99918005838> Password: 522103 or Dial: US: +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

Live viewing options include Facebook Live and YouTube, and is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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

April 20, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Andy McAdams with Multiplication Ministries

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATIONS:

1. Coeur d’Alene Area Economic Development Corporation Update

Presented by: Gynii Gilliam, President and CEO

2. Fiscal Year 2020-2021 Annual Audit

Presented by: Toni Hackwith, Anderson Brothers, CPA’s

3. Proclamation: Arbor Day as April 30, 2021

Accepted by: Urban Forester Nick Goodwin

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

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor**

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

1. Approval of Council Minutes for the April 6, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the April 12, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, April 26, 2021, at 12:00 noon.
6. Setting of a Public Hearings for May 18, 2021:
 - a. Quasi-judicial - ZC-1-21- A proposed zone change from R-12 to R-17; located at 2nd Street, South of Neider Avenue, Hickman Place Lot 2, Block 1; Applicant: Habitat for Humanity of North Idaho.
 - b. Quasi-judicial - ZC-2-21 -A proposed zone change from R-12 to R-17; located at 3135 Fruitland; Applicant: George Hughe.s
 - c. Quasi-judicial - ZC-4-21 - A proposed zone change from R-1 to R-3; located at 3395 E. Fernan Hill Road; Applicant: Janet Daily.
7. Approval of a Cemetery Lot transfer from Bruce English to Janet Voorhees; lot 85, block 1, Section OP at Forest Cemetery.

As Recommended by the City Clerk

8. **Resolution No. 21-025**

- a. Accept a Quitclaim Deed of a .10 acre tract of land north of the future Huetter Well site.

As Recommended by the Water Department Director

- b. Accept Grant Deeds for Public Water Main Easements and Public Sewer Main Easement from Famille Holdings, LLC, (2785 W. Seltice Way).
c. Accept a Grant Deed for Public Water Main Easement from KLSRMS, LLC, (2691 W. Seltice Way).

As Recommended by the City Engineer

- d. Approve a Law Enforcement Mutual Aid Agreement with Spokane Police Department.
e. Approve the Submission for, and Acceptance of, a Grant from the Coronavirus Emergency Supplemental Funding Program for the Purchase of Personal Protective Equipment (PPE) and Reimbursement of Overtime Costs Associated with the Coronavirus Response in the Amount of \$38,000.00.
f. Approve the Abandonment of Water and Stormwater Easements on Property Owned by Active West, LLC.

As Recommend by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Council Bill No. 21-1006**– Approving amendments to Municipal Code Chapter 9.22 to prohibit disorderly conduct; to clarify what conduct shall be included, and to add definitions to the terms Riotous and Threatening.

Staff Report by: Mike Gridley, City Attorney

J. PUBLIC HEARING:

Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>

1. (Legislative) V-20-01 Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d’Alene Honda Auto Dealership & Tax # 3599 in the City of Coeur d’Alene.

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 21-1007**– Approving the vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d’Alene Honda Auto Dealership & Tax # 3599 in the City of Coeur d’Alene.

2. (Legislative)V-21-01 Vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d’Alene.

Staff Report by: Dennis Grant, Engineering Project Manager

- b. **Council Bill No. 21-1008**– Approving the vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d’Alene.

K. ADJOURNMENT



Coeur d'Alene CITY COUNCIL MEETING

April 20, 2021

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS



CdA City Council



April 2021

Coeur d'Alene Area Economic Development Corporation

Who?
**CdAEDC
JobsPlus**

■ We help build a

Strong Economy

through job creation, economic
diversification, & workforce
development

Our History



- 1987
- Resource-Based
- Early leadership built a strong base for region
- Now, our turn to build a stronger base for the next 40 years

Coeur d'Alene Area EDC - www.cdaedc.org

CdAEDC Board Members

Brad Marshall, Chairman J-U-B Engineers
 Mike Kennedy, V-Chair Intermax Networks
 Tag Jacklin, Treasurer Jacklin Land
 David Flood, Secretary STCU
 Commissioner Chris Fillios Kootenai County
 Mayor Steve Widmyer Coeur d'Alene
 Mayor Ron Jacobson Post Falls
 Mayor Steve Griffiths Hayden
 Mayor Vic Holmes Rathdrum
 Danny Klocko Kootenai Health
 Brad Hagadone & Clint Schroeder Hagadone Corporation
 Chris Meyer Parkwood Business Properties
 Todd Kiesbuy Avista Utilities
 Dr. Rick MacLennan North Idaho College
 Dr. Charles Buck University of Idaho

Dr. Steven Cook School District 271
 Michael Wolsten Idaho Central Credit Union
 Scott Marikis Empire Airlines
 Kara L. Heikkila Witherspoon Kelley
 Alivia Metts ignitecda
 Linda Davis Moxie
 Jessica Bauman Express Employment Professionals
 Pam Houser Jobs+ Action Committee
 Wally Jacobson Panhandle Area Council
 Representative Paul Amador State Legislature
 Gynii A Gilliam President & CEO

Staff: Gynii A Gilliam; Josh Wise, Loren Whitten-Kaboth

Coeur d'Alene Area EDC - www.cdaedc.org

How? With Partners

Coeur d'Alene Area EDC - www.cdaedc.org

Our Services - Processes

- ▶ Process
 - ▶ New business + New Jobs

Lead	RFI	Site Visit
Direct Via Partners Commerce	Request for Information Real Estate, Utilities, Data, Edu, Workforce Goal: Site Visit	Their Goal: Eliminate Sites Our Goal: 2 nd Site Visit

- ▶ Our Services
 - ▶ Confidential Services
 - ▶ One Point of Contact/Concierge
 - ▶ Sites, Data, B2B/Resource Network, Incentives, Site Visit Logistics, Cost Comparison

Coeur d'Alene Area EDC - www.cdaedc.org

Why? For Region's Success



- ▶ New/Better Jobs & Businesses
- ▶ Funds - Education, Roads, Fire, Police & Other Services
- ▶ Higher/Better Wages
- ▶ Economic Diversity
- ▶ Pandemic Recovery

- ▶ Stronger, more stable, more resilient communities & region

Coeur d'Alene Area EDC - www.cdaedc.org

What? Our Industry Focus

- ▶ Manufacturing
 - ▶ Aerospace/Aviation
- ▶ Warehousing & Distribution
- ▶ Health Services
- ▶ Information Tech
- ▶ Professional Services

- ▶ Tourism, Recreation & Retail.*

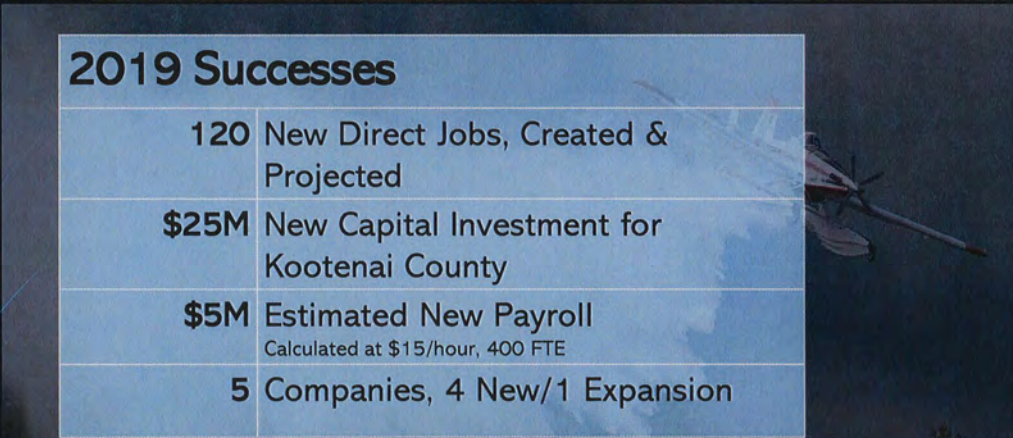
Coeur d'Alene Area EDC - www.cdaedc.org



What?
Area Strengths

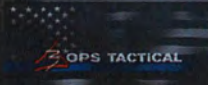



- ▶ Logistics
- ▶ Training/Higher Edu
- ▶ Partnerships, Collaboration & Access
- ▶ Regional Strength – Joint MSA #s
- ▶ Pro-business State
- ▶ Cost of Doing Business

Coeur d'Alene Area EDC – www.cdaedc.org

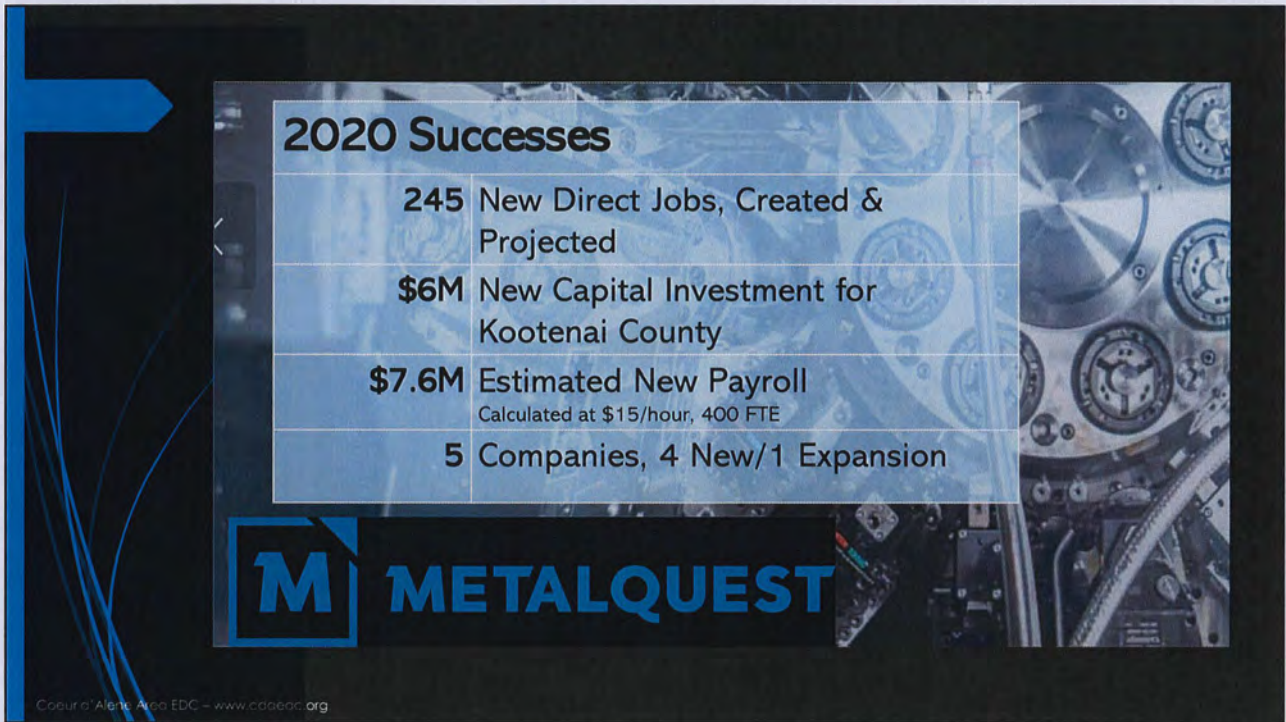


2019 Successes

120	New Direct Jobs, Created & Projected
\$25M	New Capital Investment for Kootenai County
\$5M	Estimated New Payroll Calculated at \$15/hour, 400 FTE
5	Companies, 4 New/1 Expansion

Coeur d'Alene Area EDC – www.cdaedc.org

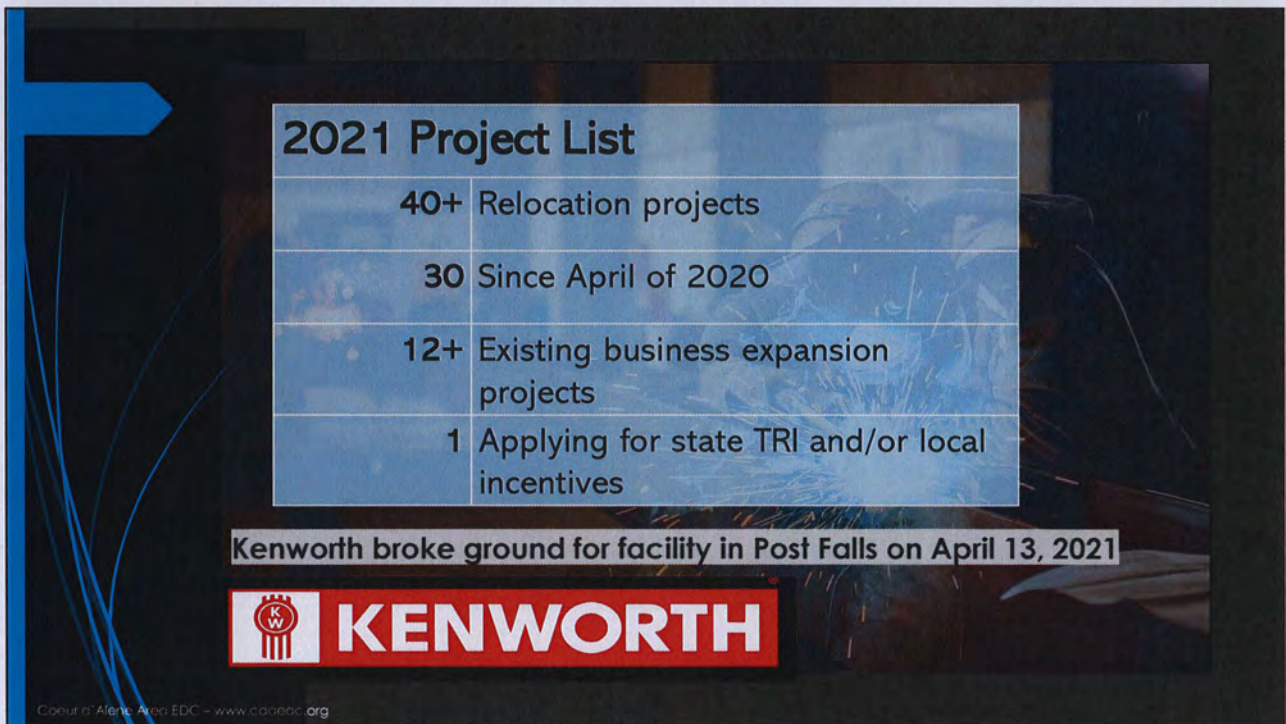


2020 Successes

245	New Direct Jobs, Created & Projected
\$6M	New Capital Investment for Kootenai County
\$7.6M	Estimated New Payroll Calculated at \$15/hour, 400 FTE
5	Companies, 4 New/1 Expansion

M METALQUEST

Coeur d'Alene Area EDC - www.cdaedc.org



2021 Project List

40+	Relocation projects
30	Since April of 2020
12+	Existing business expansion projects
1	Applying for state TRI and/or local incentives

Kenworth broke ground for facility in Post Falls on April 13, 2021

KW KENWORTH

Coeur d'Alene Area EDC - www.cdaedc.org

Looking Forward



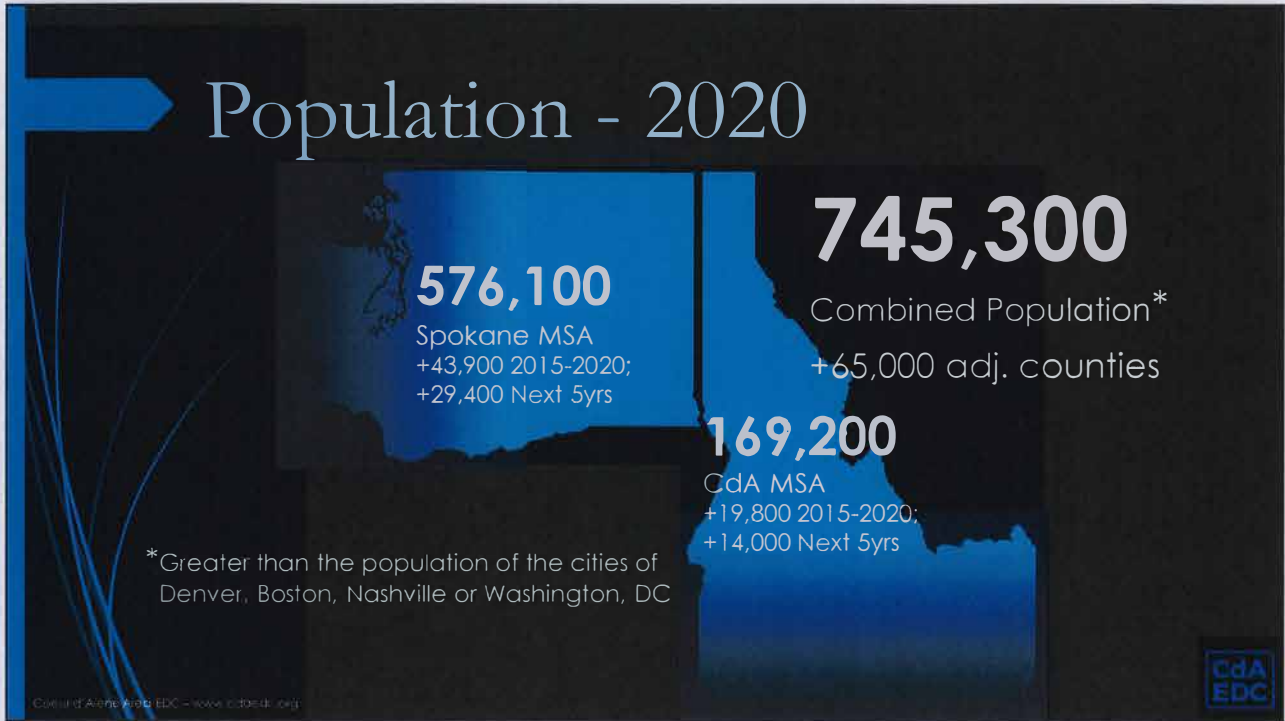
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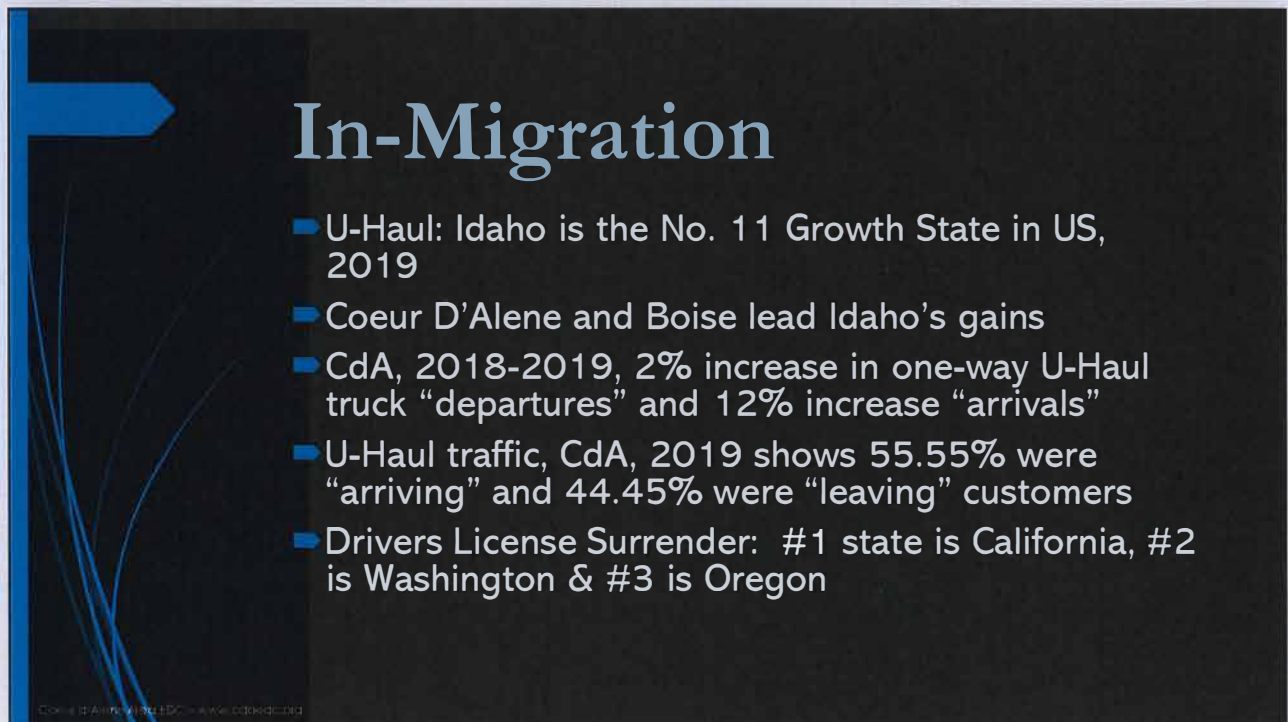
Projected Growth

■ "One of the fastest growing metros in the fastest growing state"



Coeur d'Alene Area EDC - www.cdaedc.org





Big Challenges

- ▶ Affordable/Workforce Housing
- ▶ Talent in Key Areas
- ▶ Response-Recovery-Resiliency
- ▶ Available Sites & Infrastructure
- ▶ Social, Economic, & Racial Justice

Coeur d'Alene Area EDC - www.cdaedc.org

Big Challenges
give us
Transformational
Opportunities

Coeur d'Alene Area EDC - www.cdaedc.org

Housing - #1 Concern

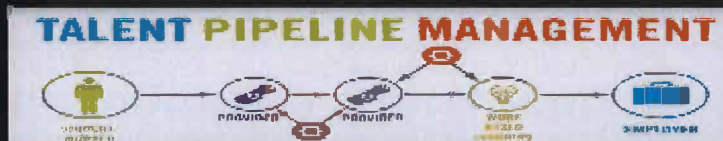
- ~55 Homes Available; 17 Properties under \$250K
- Most presold or precontracted
- Companies scrambling to find homes
- City/County Planning WG & Advisory Council**



Coeur d'Alene Area EDC - www.cdaedc.org

Talent Shortage - #2 Concern

- Talent Pipeline Management Program**
 - Partnership with IACI & Idaho Workforce Development
- Launching in May with NIC
- Focus: Construction & Health Care



Coeur d'Alene Area EDC - www.cdaedc.org

Talent - Educational Support

- ▶ Parker Center (NIC)
- ▶ NIC Workforce Training
- ▶ University of Idaho Co-Op
- ▶ DeArmond Joint Edu Center
- ▶ K-12 and Early Learning
- ▶ Kootenai Tech Edu Center



Coled Avid Avista EDC - www.edcavista.org

Talent - Entrepreneurial Support

- ▶ Company Innovation
 - ▶ Tedder Industries, Quest Integration, Continuous Composites, Pipl, Kochava, Chief Architect
- ▶ Venture Network @NIC
 - ▶ Makers Space, Avista Center for Entrepreneurship, SBDC, Business Resources, Products Development Lab



Coled Avid Avista EDC - www.edcavista.org

Response-Recovery-Resiliency (RRR)

▶ Response (Immediate)

- ▶ Brutal first 2-3 months
- ▶ Community Forum/Info Sheet/BRE Focus

▶ Recovery

- ▶ Balanced Approach/BRE & Attraction
- ▶ High Increase in RFI
- ▶ Improved Virtual Marketing
- ▶ Support Anchor Institutions (i.e., Hospitals)



Coeur d'Alene Area EDC - www.cdaedc.org

Resiliency - Regional Focus

- ▶ 730,534 Population for Coeur d'Alene & Spokane MSA
- ▶ 357,902 Workforce
- ▶ I90 Conference – Network; Supply Chain, Best Practices, OEMs
- ▶ IMA, PAC CEDS & Recovery , INEA/INP



Coeur d'Alene Area EDC - www.cdaedc.org

Resiliency- Vision for the Future

- ▶ Increased Economic Activity & Diversity
 - ▶ Strengthen existing Biz/Industry – Entrepreneurial Support
- ▶ Advanced Educational Opportunities
 - ▶ Future Jobs – Talent Development (Retention/Attraction)
- ▶ Forward Thinking Future Planning
 - ▶ Comprehensive & Infrastructure Planning
 - ▶ City/County Growth Planning

Coeur d'Alene Area EDC – www.cdaedc.org

Call to Action

- ▶ Wear a Mask! Take the Vaccine!
- ▶ Address the Challenges
 - ▶ Housing, Talent, Infrastructure (Transportation, Education, etc.), Social/Economic Justice
- ▶ Be Aware of Business & Industry Needs
 - ▶ Share Resources, Successes & Challenges
 - ▶ Let us know if there's a need

Coeur d'Alene Area EDC – www.cdaedc.org



ANY
QUESTIONS
?

Coeur d'Alene Area EDC - www.cdaedc.org



Thank You

Gynii Gilliam, President & CEO

Email: gynii@cdaedc.org

Office: 208.667.4753

Cell: 208.756.7889

Coeur d'Alene Area EDC - www.cdaedc.org



CITY OF COEUR D'ALENE

FINANCIAL STATEMENT AUDIT

SEPTEMBER 30, 2020



A financial statement audit is required by Idaho State Statutes



Primary purpose:

Assures that the financial statements, in all material respects, fairly state the financial position as of a certain date.

Statements conform with GAAP (generally accepted accounting principles) and Governmental GAAP

CITY OF
COEUR D'ALENE

FINANCIAL STATEMENT
AUDIT FOR THE
YEAR ENDED
SEPTEMBER 30, 2020

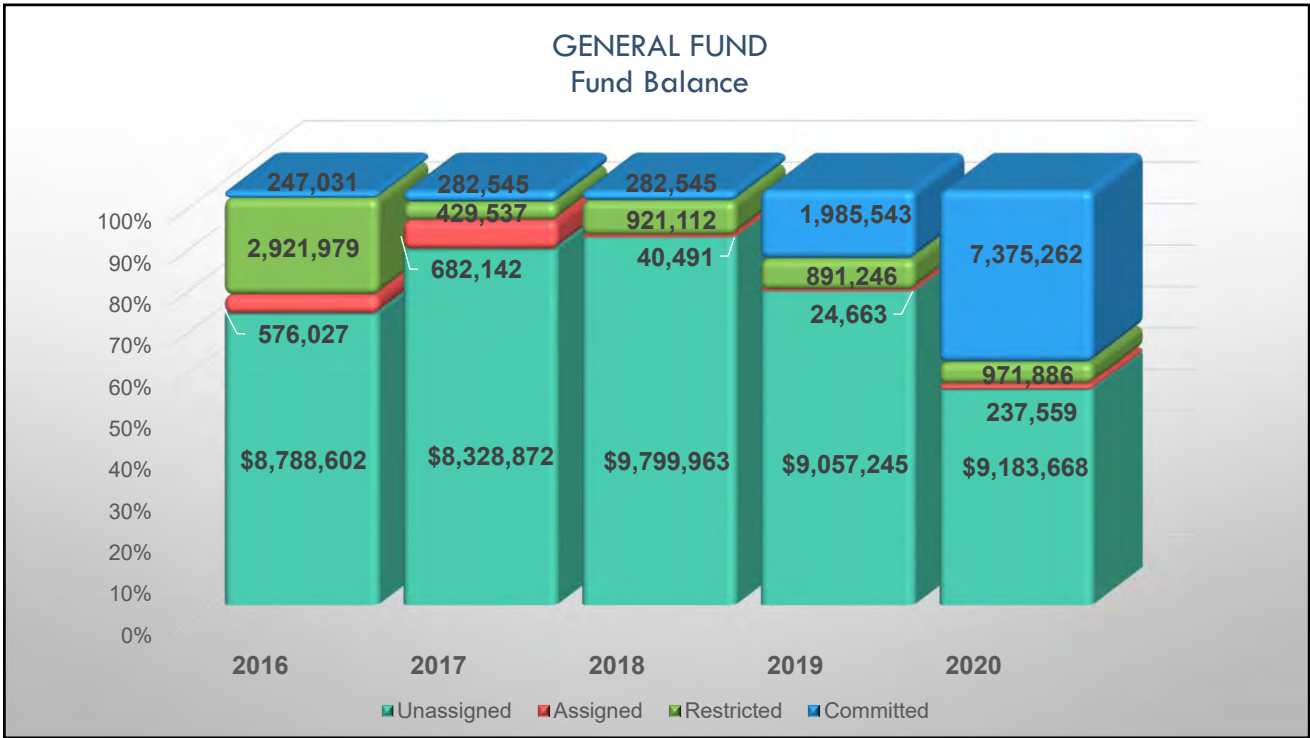
Independent Auditor's Report on Financial Statements - **Unmodified Opinion (clean)** (pages 1-3)

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards - **Unmodified Opinion** (pages 96-97)

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance in Required by the Uniform Guidance - **Unmodified Opinion** (pages 98-99)

GENERAL FUND
Revenues & Expenditures (Before Transfers)





WHY IS A FUND BALANCE IMPORTANT?

Revenue stream is not consistent month to month (property taxes received in July and January)

Provide prudent resources to meet unexpected emergencies (recessions) and protect against catastrophic events

Meet uncertainties of State and Federal funding

Protect the City from unnecessary borrowing

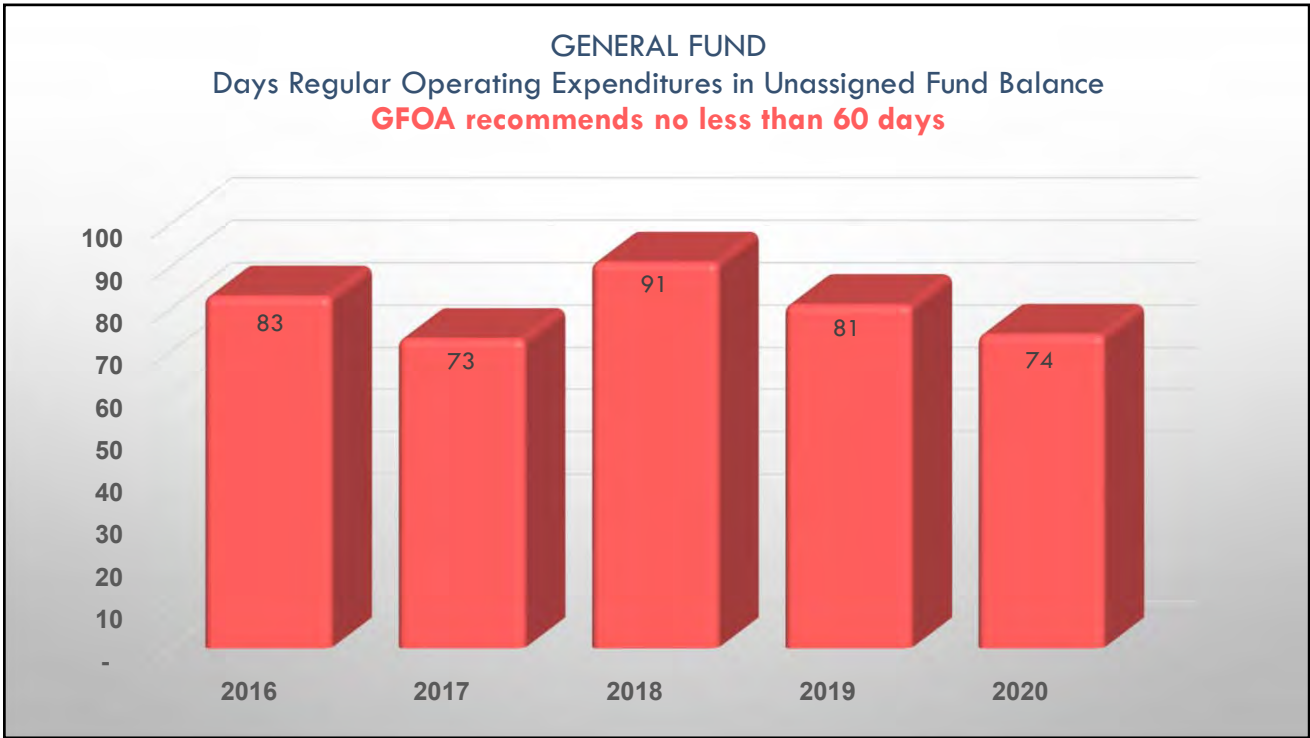
Help ensure a credit rating that would qualify the City for lower interest costs (in case of needed borrowing)

The Government Finance Officers Association recommends *at a minimum*, that governments, maintain an *unassigned fund balance* in their general fund of no less than **two months** of regular general fund operating revenues or regular general fund operating expenditures.


CITY OF COEUR D'ALENE

GENERAL FUND
Days Regular Operating Revenues in Unassigned Fund Balance
GFOA recommends no less 60 days



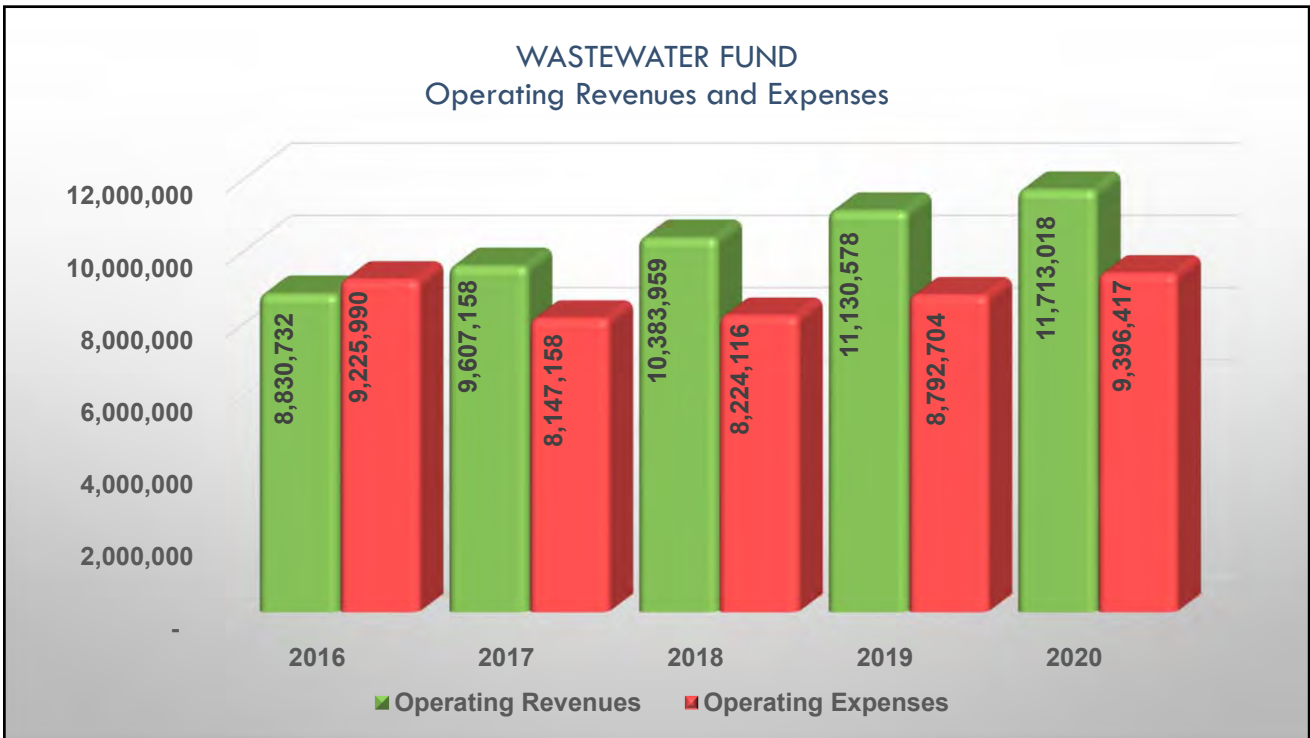
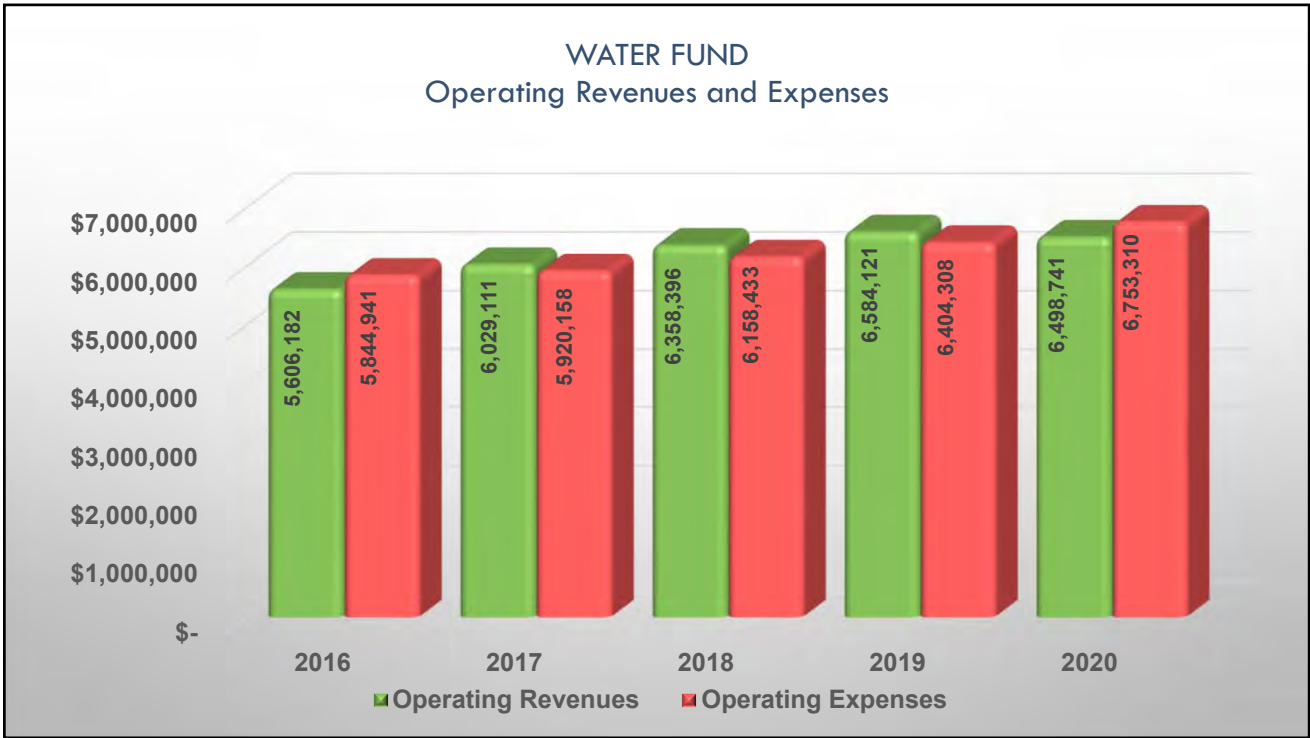


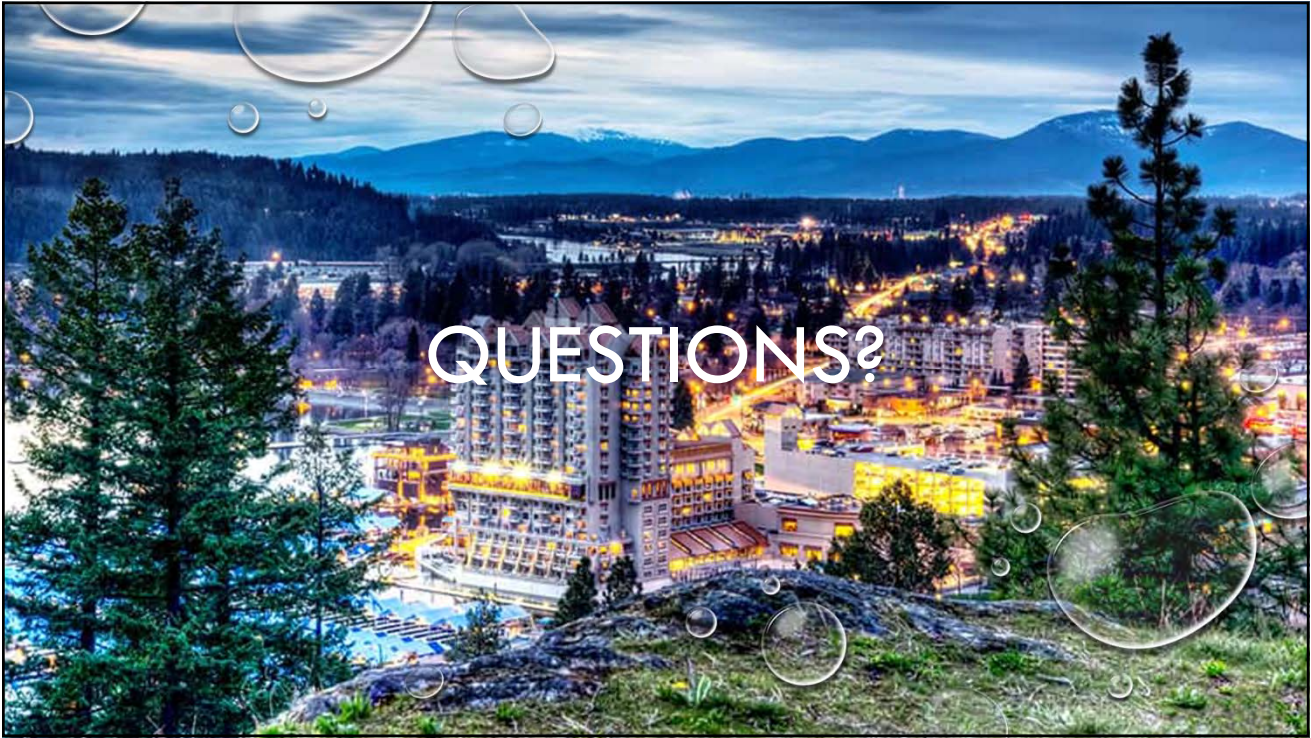
CITY OF COEUR D'ALENE AUDIT FOR THE YEAR ENDED SEPTEMBER 30, 2020



PROPRIETARY FUNDS - FINANCIAL HIGHLIGHTS:

- **WATER FUND**
 - OPERATING REVENUE DECREASED BY \$85K A 1% DECREASE FROM THE PRIOR YEAR.
 - OPERATING EXPENSES INCREASED BY \$349K A 5% INCREASE FROM THE PRIOR YEAR.
- **WASTEWATER FUND**
 - OPERATING REVENUE INCREASED BY \$582K A 5% INCREASE FROM THE PRIOR YEAR
 - OPERATING EXPENSES INCREASED BY \$603K A 7% INCREASE FROM THE PRIOR YEAR.





PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

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

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

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

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

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

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

NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 30th, 2021 as

"ARBOR DAY"

And I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 20th day of April, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk



CELEBRATE ARBOR DAY 2021

WITH THE CITY OF COEUR D'ALENE

TREE PLANTING

MAY 1ST - 2021

McEVEN PARK

11:00 AM—1:00 PM

COFFEE AND DONUTS AVAILABLE

**WE WILL BE FOLLOWING
ALL COVID-19 GUIDELINES**



TREE CITY USA®



**Coeur d'Alene
IDAHO**

FOR MORE IDEAS VISIT
CELEBRATEARBORDAY.COM
CELEBRATE ON SOCIAL MEDIA USING
#ARBORDAYATHOME

QUESTIONS? 208/769-2266

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 6, 2021

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 6, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin) Members of Council Present
Christie Wood)
Dan English)
Kiki Miller)
Woody McEvers)

Amy Evans) Members of Council absent

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

INVOCATION: Pastor Eric Hermenet with The Cause (CDA) Church provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

PROCLAMATION OF APRIL 2021 AS FAIR HOUSING MONTH- Mayor Widmyer proclaimed April as Fair Housing Month. He noted that the Fair Housing Code was enacted in 1968 to prohibit housing discrimination. Chris Gray, with Century 21 Beutler and Associates, accepted the proclamation and thanked the City for their support. He noted that Fair Housing practices are very important to the community.

COUNCIL COMMENTS:

Councilmember Miller noted that the Library is open with modifications to the teen and children's areas. Mandi Harris, the City's Children's Librarian, has been invited to do a virtual presentation at Oxford University on a paper she authored regarding infant, toddler, and preschoolers' adaptation in play and engagement to online storytelling. Councilmember Miller also noted that the growth issues coalition previously has adopted the name of "Regional Housing and Growth Issues Partnership." Representatives include regional cities, county, and Kootenai metropolitan planning organizations. Goals established include becoming a resource group to provide factual answers; to put forward solutions set toward implementation; gathering of inputs from the community and to provide education and pathways as to what is possible. Specifically, working together on topics that affect all regarding housing and growth within the County region. There will be an advisory group, which will include 30 different organizations.

The meetings will be recorded and available through Kootenai Metropolitan Planning Organization <https://www.kmpo.net/> .

Mayor Widmyer asked for the confirmation of the following appointments: Angela Fox to the Childcare Commission and Lewis Rumpler to the Planning Commission.

MOTION: Motion by English, seconded by Miller to appoint Angela Fox to the Childcare Commission and Lewis Rumpler to the Planning Commission. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the March 16, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the March 22, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, April 12, 2021, at 12:00 noon.
5. Setting of a Public Hearing for April 20, 2021, for V-21-01 Vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene.
6. **Resolution No. 21-019-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: A THREE-YEAR LEASE AGREEMENT WITH THE BUOY, LLC, FOR MOBILE FOOD CONCESSION SERVICES AT INDEPENDENCE POINT AND THE CITY'S PARTICIPATION IN THE KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN UPDATE.

MOTION: Motion by McEvers, seconded by Wood, to approve the Consent Calendar as presented, including **Resolution No. 21-019.**

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

(QUASI-JUDICIAL HEARING) APPEAL OF THE DENIAL OF A STREET TREE REMOVAL BY MILFORD BAILEY, 2102 N. 14TH STREET

The City Clerk swore in all those who provided testimony.

APPELLANT: Milford Bailey explained that he filed his appeal due to the fact that the tree poses a hazard. He proposes that the tree be removed and replaced. Mr. Bailey noted that the tree looks healthy but it has a compromised root system. There have been numerous water main breaks, which undermines the tree roots and has caused a sink hole at its base that has to be filled often. It is within a flood system and is on a hill that faces the lake. He stated that Ponderosa Pines do well when there are other Ponderosas that share a root system. He noted that this one is causing the curb to lift. It is also exposed to elevation and sits at the second story level of his house, noting that if it fell it would land across the roof. Mr. Bailey explained that they have lost about 30% of the trees in the neighborhood during the past year and several homes were severely

damaged across the street. Therefore, he would like to take preventative action, as he would be responsible if the tree falls. He noted his house is only 25 feet from the tree. His insurance company notes that he would be liable if he is aware of a negligent item and didn't act. In light of the recent storms, we should be proactive.

DISCUSSION: Councilmember Gookin asked if he had an arborist, other than the City's, look at the tree. Mr. Bailey noted that Specialty Tree Service looked at it and felt it should be removed. Councilmember Miller asked if 30% of trees lost in the neighborhood were any on his property. Mr. Bailey noted they were not and he has removed anything that was threatening on his property. He did get permission for the removal of one tree 20 years ago, but this tree was not allowed during that same request to Urban Forestry. He clarified that this is the third time he has requested removal of this tree over 20 years.

STAFF REPORT: Urban Forester Nick Goodwin noted that he has met with Mr. Bailey on his property and inspected the tree. He noted the roots, but was not made aware of any main line water breaks. He did present the request to the Urban Forestry Committee, who inspected the tree through the established removal permit request process. The City's tree inspection form prompts inspectors to evaluate tree health, condition, site, and nuisance factors. Ability to mitigate these concerns is considered. Tree benefits are also considered such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. He noted that Urban Forestry Committee members inspected this tree and all recommended retention, with pruning recommended to mitigate concerns regarding safety by reducing windsail and pruning for clearance was recommended. He noted that the tree does have significant dead wood and some minor gall rust infection that should be pruned for health and to allow wind/air to flow more freely through the canopy. The committee did note that there was some erosion on the eastern side of the root ball but also noted healthy root growth on all sides of the tree and did not find this erosion, that appeared to be to the slope of the tree's location, affected the tree's stability. The Committee also noted that the tree was at least five (5') feet in from the curb and would be in line with current City planting spacing codes regarding large scale street trees. The committee did note that there were several trees to the northwest of this tree's location that failed in the January wind storm and that this would increase its exposure to wind. However, the committee did feel that crown cleaning would help mitigate this. The committee found this tree to not be of greater risk than any other large scale street tree. Furthermore, the tree was estimated to be roughly sixty (60) feet tall and, although grand scale, still had many decades or more to provide benefits as a street tree. The committee also found no site conflicts other than competition with an apple tree but this can also be mitigated with pruning.

DISCUSSION: Councilmember McEvers noted that the owner's concerns are different than what the Committee considers. Mr. Goodwin noted that the Committee does look at the health of the tree and if there were some outstanding risks that would require removal. Their main focus is the health assessment of the tree and would approve removal if they felt there was a risk. The Committee felt the concerns brought up by Mr. Bailey could be mitigated through pruning. Mr. Goodwin noted that with the other trees falling in the neighborhood, it could increase the wind through the property; however, the pruning would mitigate the issue. Councilmember Gookin asked how close the tree was to the curb line. Mr. Goodwin noted it was within five (5') feet, and the current code requires street trees to be within 10 feet, so the tree meets current code.

Councilmember Gookin asked what the width of the right-of-way is in that area. Mr. Goodwin thought it was 12' to 15' wide. Councilmember Gookin asked if the City wanted to use the right-of-way, could they remove the tree. Mr. Goodwin noted that the City could remove the tree. He reiterated the Committee did not find the tree was a risk and issues could be mitigated. Councilmember Gookin spoke to Grace Tree Service and they said that there were currently more requests to remove trees in the City than they have ever seen. Mr. Goodwin confirmed there are many requests, which is relevant to the storms that occurred this year. Councilmember Gookin noted that it could be an overreaction; however, this tree is in the right-of-way and he doesn't think the City would ever use the right-of-way, and asked if the City would allow removal with a required replacement. Mr. Goodwin explained that the code does require replacement if the tree is removed. Councilmember Wood noted that she appreciated staff and the Urban Forestry Committee's work to keep a healthy urban forest. She wondered how many people would go through the expense of pruning a ponderosa pine. Mr. Goodwin noted that there are not enough people willing to do so, and noted that the City does have a shared cost program. Councilmember Wood asked if Mr. Bailey chose to do the pruning it would be out of his pocket. Mr. Goodwin clarified that all street trees are the responsibility of the abutting property, reiterated the cost shared program assists in the cost but doesn't cover the entire cost. Councilmember Wood felt that if there is a large expense for pruning and people getting loss of sleep over the potential fall of the tree, it should be removed. Councilmember Miller wondered if the tree was planted by the City or if it was a volunteer sapling. Mr. Goodwin felt that it was probably a volunteer sapling as he has no records of the planting. Councilmember Miller asked what the City's legal position is if we deny and there is some harm that comes to that property later. Mr. Goodwin has talked with legal and they are trusting the Committee with the responsibility of the health of the tree and if a tree fails the City is willing to accept that risk. City Attorney Mike Gridley noted that it would be minimal risk if we demonstrate that the Committee exercised ordinary care. Likewise, if an ordinary person would remove the tree, we could have liability. Councilmember English noted that the Council does not overturn a denial lightly; however, he is comfortable with overturning this decision.

REBUTTAL: Mr. Bailey noted that the trees across the street fell from a City alley that is not maintained, and those trees were healthy and destroyed those houses. He is trying to prevent that from happening to his house. Councilmember Wood noted that she appreciated staff and the Committee's work, but thinks the presentation leads to a valid reversal.

MOTION: Motion by Wood, seconded by Gookin to reverse the decision of the Urban Forestry Committee denying a Tree Removal Request at 2102 N. 14th Street by Milford Bailey, and to direct staff to prepare the Findings and Order.

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

RESOLUTION NO. 21-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH TML CONSTRUCTION, INC., FOR THE 2021 COMPOST BIOSOLIDS HOPPER RETROFIT PROJECT AT THE COMPOST FACILITY.

STAFF REPORT: Wastewater Capital Program Manager Mike Becker explained that the Compost Facility located at the north end of Julia Street, produces a Class “A” compost by mixing anaerobically digested and dewatered biosolids from the treatment plant with new and recycled wood chips through a hopper and screw auger conveyor system. The existing hopper and conveyor system has exceeded its useful life and is undersized for the projected increase in biosolids production resulting from the most recent Treatment Plant upgrade. Further, the existing design promotes sticking and bridging of biosolids immediately above the hopper’s live bottom which interrupts the feed operations, thus requiring partial and additional loading of both wood chips and biosolids. This also affects the mixing ratio of biosolids. It also requires manually dislodging the biosolids during operations which is not only time-consuming but a potential safety concern. In compliance with the Wastewater Facility Plan, the new design will be upsized to accommodate increased biosolids loading as more solids are generated from the Treatment Plant. It will be reconfigured such that the hopper sides will minimize biosolids bridging and the screw conveyor will be larger with 4 augers designed with adjustable speed settings to efficiently improve the desired mixing ratios of both wood chips and biosolids. The City sent this out to bid on February 26, 2021, and the City received only one (1) bid, with TML Construction in the amount of \$365,200.00.

DISCUSSION: Councilmember McEvers asked if this is a retrofit or a new process. Mr. Becker explained that they are using the same concept and improving on it; however, it does require some structural changes to the building. Councilmember English note that the compost give away is this weekend and asked for the date and times. Mr. Becker noted that the giveaway starts Friday and ends Sunday or when they run out of compost.

MOTION: Motion by McEvers, seconded by English to approve **Resolution No. 21-020**, approving a Contract with TML Construction, Inc., for the 2021 Compost Biosolids Hopper Retrofit Project at the Compost Facility.

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

RESOLUTION NO. 21-021

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH SCHOOL DISTRICT 271 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOL YEARS 2021-2023.

STAFF REPORT: Police Chief Lee White noted that the City has maintained an agreement with the Coeur d’Alene School District to provide School Resource Officer services for several years in a collaborative effort to ensure the safety of the students and staff. The Coeur d’Alene School District agrees to pay 67% of nine months’ salary and benefits of eight (8) Officers to be paid quarterly in equal installments. This percentage is unchanged from the previous agreement. This partnership with the Coeur d’Alene School District is extremely valuable and demonstrates our commitment to keeping our students safe. The agreement has no material changes, with the only notable change being the addition of Northwest Expedition Academy to the list of the elementary schools.

DISCUSSION: Mayor Widmyer noted that the resource officers are used as regular officers during the summer. Councilmember Wood noted that it is an excellent program. Chief White explained that the benefits are amazing and many relationships are built over the years.

MOTION: Motion by Wood, seconded by Miller to approve **Resolution No. 21-021**, approving an Agreement with School District 271 for School Resource Officers for a Two-year Term.

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

RESOLUTION NO. 21-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND APPROVING A CONTRACT WITH, TML CONSTRUCTION, INC., FOR THE HUETTER WELL FACILITY.

STAFF REPORT: Water Department Director Terry Pickel explained that pursuant to the 2012 Water Comprehensive Plan, staff has been working diligently to keep on schedule with planned well construction to keep up with ever increasing demand. The Huetter Well site was deeded to the City as part of the Trails Development. As Drinking Water Rule requires that a public water system be able to meet peak daily demands with its largest well out of service, it was necessary to proceed with planned construction. Peak summer daily demands have been averaging 38 MGD (million gallons per day) to 40 MGD for the past 3 years. With a current maximum capacity of 44 MGD, we can no longer meet that peak day requirement. Should we have a major pump failure during the summer season, we would likely have to impose watering restrictions. The Huetter site was test drilled in 2018 and proved that the water quality and soil profile was suitable for use as a potable supply. The production well was drilled and test pumped in late fall 2019, early spring of 2020. It now stands ready to have a building constructed and a pump installed. An 18-inch transmission main was recently installed along the Prairie Trail to the Industrial Standpipe to supply water to the High Zone. Keller Associates was selected to design, bid, and oversee construction of the new well house and related appurtenances. Bids were recently solicited for the construction of the well house, installation of the applicable piping, electrical, the pump, and related site improvements. The following bids were received, including alternative bid schedule A for landscaping: \$1,038,400.00 from TML Construction, Inc., \$1,102,225.00 from NNAC, Inc., \$1,513,000.00 from J7 Contracting, and \$1,826,685.00 from S&L Underground. The project is included in the 2021 FY Budget with a line item of \$1,200,000.00, funded by Capitalization Fees. The engineering consultant has reviewed the bids and determined that they are complete and responsive. Therefore, staff recommends the acceptance of the lowest responsive bid from TML Construction, Inc., in the amount of \$1,038,400.00 and approve the Contract with TML for the construction of the Well House and related site improvements, pump installation, plumbing and electrical for the new Huetter Well.

DISCUSSION: Councilmember McEvers asked for an oversight as to what goes into building a new well and its costs. Mr. Pickel explained that the total project costs are about \$1.4 Million, which is expensive; however, they have to meet peak demand pursuant to Department of

Environmental Quality standards. He also clarified that this is why water conservation efforts are important. Councilmember McEvers asked how many wells the City runs in summer compared to winter. Mr. Pickel noted that the City runs 10 wells, with this additional one it will be 11, compared to only 3 in the winter. Councilmember Gookin was surprised by the \$1.4 Million Dollar cost for the building, and asked what the per foot cost would be. Mr. Pickel explained that the costs are for the entire system, not just a building, noting that the well is \$250,000, with other large costs for a generator, computer panels, chlorine units, and storm drains.

MOTION: Motion by McEvers, seconded by Gookin to approve **Resolution No. 21-022**, Award of Bid to and Approval of an Agreement with TML Construction, Inc., for the Huetter Well Facility.

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

RESOLUTION NO. 21-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT TO, POE ASPHALT PAVING, INC., FOR THE STREETS AND ENGINEERING DEPARTMENT'S 2021 CHIPSEAL PROJECT.

STAFF REPORT: City Engineer Chris Bosley noted that this year's chipseal project was advertised for bids in February and March, 2021. He reviewed the streets to be included this year, noting a portion of Ramsey Road and Government Way. Mr. Bosley explained that he will be working with Hayden and Lakes Highway District for their portion of Government Way from Wilbur Avenue to Prairie. He noted that the funds go approximately four times further than in an overlay project. Bids were opened on March 9, and three (3) responsive bids were received as follows: Road Products, Inc. for \$ 473,555.90; Poe Asphalt Paving, Inc. for \$334,324.58 and Knife River Corporation in the amount of \$495,000.00. The overlay program is a budgeted item with an annual budget of \$750,000. This year funds were purposely held back to ensure enough money is available for the Kathleen Avenue widening project. To ensure pricing, the Notice of Award must be issued within 30 days. Construction will likely occur in late July or August when temperatures allow. Mr. Bosley noted that citizens should pay attention to traffic control devices within project areas and that if a traffic signal is off it should be treated as a stop sign. He reiterated that people should not drive through the wet oil, and to drive slowly through the gravel areas. Staff recommends awarding the contract to Poe Asphalt Paving, Inc.

DISCUSSION: Councilmember Wood asked about the long-range planning for the areas included in the project. Mr. Bosley explained that there is a five-year plan, which is not set in stone, as they need to be flexible when partnership projects come up. They do have a street rating program to determine the competency of the roads, which helps to determine priorities. Councilmember English asked when major restriping occurs. Mr. Bosley noted that it normally occurs during this time of year; however, they have experienced an issue securing paint. Mayor Widmyer also noted shortages of PVC for pipes and asphalt for roads and paint which appears to

be due to the unexpected winter weather that Texas experienced. The order is in and they have to see when delivery will occur.

MOTION: Motion by McEvers, seconded by Miller to approve **Resolution No. 21-023**, approving a Contract with Poe Asphalt Paving, Inc., for the 2021 Chipseal Project.

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

COUNCIL BILL NO. 21-1005

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTION 2.82.010(A) OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Trails Coordinator Monte McCully explained that Pedestrian and Bicycle Committee was created by City ordinance in 2003. At the time the committee was composed of 15 members and those members were assigned the duty of making recommendations to City Council regarding improvements to bicycling and pedestrian facilities in the City. At the time opportunities were missed in the planning stage as public and private development and redevelopment occurred. Opportunities were also missed by the failure to properly implement planned pedestrian and bicycling friendly features in actual construction. Many staff members and citizens recognized a need for help in implementing and following through with Council approved programs such as the City's Trails and Bikeway Plan. The committee has never had formal bylaws, only a set of ordinances to follow and the Committee felt that adopting these ordinances into a set of bylaws would be beneficial to each new member. There are also a few changes to the Pedestrian and Bicycle Committee ordinance they are requesting to help streamline the committee. The first item is to change the number of members from fifteen to a minimum of eight members and a maximum of twelve members. The committee felt having 15 members was unwieldy and having fewer members would make it easier to facilitate discussion and to meet quorum minimums. The second change would be to designate one of the General Public representatives to a Water Access Community representative as water trails will soon be added to the trail system. The third item is to change the name of the Retired Community representative to an Older Adults representative to ensure they are representing older adults that may have mobility difficulties and not a younger retired person. The changes to the ordinance and adopting bylaws will help streamline the function of the Pedestrian and Bicycle Committee, as well as provide a clearer outline for all new members to follow. The formal bylaws would also be, word for word, the same as the ordinance.

DISCUSSION: Councilmember Wood noted that she felt the committee did a good job.

MOTION: Motion by Wood, seconded by English, to dispense with the rule and read **Council Bill No. 21-1005** once by title only.

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

MOTION: Motion by Wood, seconded by English, to adopt **Council Bill No. 21-1005.**

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

RESOLUTION NO. 21-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE POLICY FOR FOOD AND/OR ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

STAFF REPORT: Municipal Services Director/City Clerk Renata McLeod noted that at the March 2, 2021, Council meeting, Council requested that staff work toward enforcement of alcohol related codes and strict compliance with the outdoor seating policy. Upon staff review of the outdoor eating policy, it was noted that the section entitled denial and revocation of permits does not contain language for denial. Currently, denial would only be based on the applicant's inability to meet the layout requirements, and/or ADA codes. All other references relate to suspension and revocation after the applicant has been issued a permit. As the review of the policy continued, it became apparent that there could be clarifications made and some reorganization of the existing language to make the policy easier to follow. She explained that these provisions provide a means for denying a permit, rather than requiring approval of it, followed with an immediate suspension. Additionally, clarifying language as to who is the applicable staff person and several reorganizations of existing data to make the policy easier to follow, including a more direct reference that all appeals would be heard by the City Council, and that the suspension would be stayed until the appeal hearing is held. She reviewed the amendments and noted that the draft policy was provided to the Downtown Association and permit holders, and one comment was received.

DISCUSSION: Councilmember McEvers asked if this is related to any seating on public property, not private space. Ms. McLeod confirmed that this relates to public property. Councilmember Wood stated the requirement for liability seems low. Ms. McLeod noted that Idaho State code sets the normal requirement at \$500,000 but it can be raised. City Attorney Mike Gridley noted that \$500,000 is also our tort claim liability limit. Mayor Widmyer asked how that would affect the current permit holders. Ms. McLeod noted that this would affect next year's applicants. Councilmember Gookin asked why beer gardens were not permitted. Ms. McLeod explained that is what the Council at the time wanted in the policy, which appeared to be based on citizen concerns. Councilmember Gookin felt that it seemed there was a loophole based on people at a restaurant being able to drink without having food. He further noted that it seems to be an issue because of the alcohol service in the downtown and wondered how it would work. Ms. McLeod explained that the code allows for a suspension of the outdoor seating permit if there are violations of the city, state, or local codes. However, the City has never taken that action in the past and the largest issue has been the placement of additional chairs and/or the refusal to clean up the chairs at 11:00 p.m. She explained the process of how the police reports

are submitted to ISP, as the oversight group for the Alcohol Beverage Control, and their administrative process, noting that it is not a ticket and court process rather the ISP process. She noted the policy is intended to be a progressive disciplinary process, with a warning letter that requests the permittee develop their plan of action of how they will cure the situation. Councilmember Gookin noted that he is concerned about the current enforcement of and validity of the overserve reports and extra scrutiny against certain bars. Councilmember Wood noted that the use of the City property is a privilege and there should be accountability included in that privilege. She reiterated that the Council came forward a few months ago and requested law enforcement to address the issues before they get out of control. The goal being that people can enjoy the downtown area and everyone goes home safe. Councilmember McEvers noted that he was around when they enacted the original policy in 2006 and the idea was that the businesses could use public property to make money and at the time there wasn't 27 businesses requesting it; however, the food was the rule to keep it from getting out of hand. This program has evolved but our values haven't changed and people want to let loose a little more after COVID. However, the rules are fair and the City isn't asking too much from the permittees. Councilmember Miller agrees that this is a privilege and not a right and thinks it's a benefit to the visitors and citizens. She noted that the name of the permit is an outdoor eating encroachment permit and it was never the intent to include a beer garden. Law enforcement came to Council with serious issues and thinks it is important to note that if there are violations, the permittee may have privileges taken away.

MOTION: Motion by Wood, seconded by McEvers to approve **Resolution No. 21-024**, adopting Amendments to the City's Food and/or Alcoholic Beverage Service Areas on Public Sidewalks Policy.

DISCUSSION: Councilmember Gookin noted that he felt that the City is punishing the owners for the actions of their customers. He talked with owners today and they seem sincere about solving the issue of over service. He believes this is government overreach and he doesn't believe this is pro-business. Councilmember Miller stated that she doesn't think this is just about over service and that there have been a lot of incidents downtown. She clarified that she doesn't want to harm these owners, rather she feels the Council has responsibility to get containment of these unhealthy issues and this is also a message to their patrons. Councilmember Miller believes some action has to be taken. Councilmember McEvers shared that he has been in the area since the 1970's and has worked in a lot of the businesses in town. He noted that when a business has a liquor license it was deemed sacred, and a cash cow, so there is responsibility that comes with a hard liquor license. The rules within the businesses were clear to not over serve and to keep people under control within the establishment and that the person with the liquor license has to abide by the rules of the state. Councilmember Wood added that it is a balance of allowing everyone to enjoy the downtown and keep bars fun and safe with rules to be followed and accountability.

ROLL CALL: McEvers Aye; Gookin No; English Aye; Wood Aye; Miller Aye. **Motion carried.**

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

The meeting adjourned at 7:36 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

Draft

April 12, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

STAFF

Sherrie Badertscher, Executive Assistant
Lee White, Police Chief
Chris Bosley, City Engineer, Streets & Engineering Dept
Randy Adams, Assistant City Attorney
Troy Tymesen, City Administrator

Item 1. Approval of Interstate Mutual Law Enforcement Assistance (Mutual Aid) Agreement with the Spokane Police Department.
(Consent Resolution)

Police Chief Lee White requested approval from Council to execute an updated Mutual Aid agreement between the City of Coeur d'Alene and the City of Spokane for law enforcement activities.

The Police Department has had various mutual aid agreements in place with regional law enforcement partners for years. The attached agreement represents an updated version of the agreement, required because of the election of a new sheriff to Kootenai County. He stated the City's Legal Department had reviewed the agreement as well as the City of Spokane's legal team. He said this is largely a housekeeping item and there were no additional costs associated with the execution of this agreement.

Councilmember English asked if there are agreements in place with Spokane Valley, with Chief White stating the affirmative.

MOTION: by Wood seconded by English to recommend that Council approve the Mutual Law Enforcement Assistance (Mutual Aid) Agreement with the Spokane Police Department for Law Enforcement Activities. Motion Carried.

Item 2. Approve the Submission for, and Acceptance of, a Grant from the Coronavirus Emergency Supplemental Funding Program for the Purchase of Personal Protective Equipment (PPE) and Reimbursement of Overtime Costs Associated with the Coronavirus Response in the Amount of \$38,000.00.
(Consent Resolution)

Police Chief Lee White requested that Council allow the Coeur d'Alene Police Department to apply for and accept, if awarded, a Coronavirus Emergency Supplemental Funding Program Grant (CFDA 16.034) administered by the Idaho State Police Grants Department in the amount of approximately \$38,000, to include the purchase of Personal Protective Equipment (PPE) in the amount of approximately \$10,000 (\$5,000 spent to date), and for reimbursement of overtime expenses from March 13, 2020, to March 23, 2021, in the amount of approximately \$28,000. He stated the overtime expenses include the costs of covering those staff members who were quarantined due to one of the four categories of exposure and the additional staffing that was needed for the increased law enforcement activity in the downtown area due to alcohol-related crimes in correlation with neighboring states more restrictive phased re-openings. The State of Washington ordered the

closure of bars and restaurants causing an influx of bar patrons to the downtown area. The Department saw a large increase in alcohol-related incidents requiring extra patrols resulting in higher overtime costs.

Chief White stated if awarded, this grant would allow a surplus of needed PPE to be used by Department personnel. In addition, the funds will be used to reimburse the costs associated with the response to the Coronavirus, as allowed by the grant process. He said the funding opportunity would be used to purchase PPE and merely pay for already spent funds on overtime rather than projecting what overtime funding may be needed in the future.

Councilmember Evans asked for clarification in regards to the cost of PPE and overtime costs. Chief White stated the estimate for PPE is \$10,000, and that his Department had spent roughly \$5,000 to date, and the remainder of the grant funding would go to reimbursement of already paid overtime costs.

Councilmember Wood stated she is pleased that Chief White has been able to find grant funding to help with the unbudgeted additional costs incurred by the Department's COVID response.

MOTION: by Wood seconded by English to recommend that Council Approve the Submission for, and Acceptance of, a Grant from the Coronavirus Emergency Supplemental Funding Program for the Purchase of Personal Protective Equipment and Reimbursement of Overtime Costs Associated with the Coronavirus Response in the Amount of \$38,000. Motion Carried.

Item 3. Request for Approval of Abandonment of Water and Stormwater Easements on Property Owned by Active West, LLC.
(Consent Resolution)

City Engineer Chris Bosley requested Council approve the water and stormwater easement abandonments on property owned by Active West, LLC.

Mr. Bosley stated during the construction of The Union subdivision off of Beebe Boulevard, existing City water and stormwater pipes were relocated to easements that were recorded in the subdivision's plat. The easements where the pipes were originally located now need to be abandoned in order to allow for the sale of residential units on the lots where the easements exist. These easement abandonments would allow Active West to receive Certificates of Occupancy for the homes as approved by the City.

He stated no cost would be incurred by the City for this abandonment, and approval of these easement abandonments would allow Active West to receive Certificates of Occupancy and sell the residential units on the property as approved by the City.

MOTION: by English seconded by Wood to recommend that Council Approve the Abandonment of Water and Stormwater Easements on Property Owned by Active West, LLC. Motion Carried.

The meeting adjourned at 12:08 p.m.

Respectfully submitted,
[Sherrie L. Badertscher](#)
Recording Secretary


APR 09 2021

CITY CLERK

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

FUND	BALANCE 2/28/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2021
<u>General-Designated</u>	\$1,978,664	\$6,182	\$7,568	\$1,977,278
<u>General-Undesignated</u>	16,367,218	3,908,078	6,025,169	14,250,127
<u>Special Revenue:</u>				
Library	570,152	34,716	131,801	473,067
CDBG	(93,649)	101,937	24,097	(15,809)
Cemetery	115,942	29,348	32,464	112,826
Parks Capital Improvements	257,077	124,823	1,489	380,411
Impact Fees	4,513,250	101,424		4,614,674
Annexation Fees	329			329
Cemetery P/C	1,284,874	4,050	15,128	1,273,796
Jewett House	24,198	2,007	1,979	24,226
Reforestation	29,051	9		29,060
Street Trees	176,973	7,251	1,275	182,949
Community Canopy	3,261	1	365	2,897
Public Art Fund	54,529	16		54,545
Public Art Fund - ignite	628,278	180		628,458
Public Art Fund - Maintenance	128,306	37	42	128,301
<u>Debt Service:</u>				
2015 G.O. Bonds	562,179	15,118		577,297
<u>Capital Projects:</u>				
Street Projects	724,401	208	796	723,813
<u>Enterprise:</u>				
Street Lights	205,684	70,773	64,301	212,156
Water	1,001,864	398,806	633,212	767,458
Water Capitalization Fees	7,700,339	102,869		7,803,208
Wastewater	9,177,122	1,089,376	790,803	9,475,695
Wastewater - Equip Reserve	1,254,753	27,500		1,282,253
Wastewater - Capital Reserve	2,500,000			2,500,000
WWTP Capitalization Fees	3,515,854	191,835		3,707,689
WW Property Mgmt	60,668			60,668
Sanitation	1,677,496	577,139	551,141	1,703,494
Public Parking	406,667	32,408	78,452	360,623
Drainage	1,432,900	98,764	123,083	1,408,581
Wastewater Debt Service	2,351,274	675		2,351,949
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	234,346	245,369	234,346	245,369
Police Retirement	719,870	14,605	28,878	705,597
Sales Tax	2,090	2,738	2,090	2,738
BID	215,385	3,923		219,308
Homeless Trust Fund	695	957	695	957
GRAND TOTAL	\$59,782,040	\$7,193,122	\$8,749,174	\$58,225,988

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


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

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2021

RECEIVED

APR 09 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$243,342	\$115,908	48%
	Services/Supplies	8,400	1,178	14%
Administration	Personnel Services	214,699	107,292	50%
	Services/Supplies	3,000	222	7%
Finance	Personnel Services	695,484	336,141	48%
	Services/Supplies	539,300	534,097	99%
Municipal Services	Personnel Services	1,278,345	605,172	47%
	Services/Supplies	516,561	376,665	73%
	Capital Outlay	10,000	9,715	97%
Human Resources	Personnel Services	342,230	169,322	49%
	Services/Supplies	76,595	43,583	57%
Legal	Personnel Services	1,265,260	612,783	48%
	Services/Supplies	48,153	11,395	24%
Planning	Personnel Services	641,592	308,948	48%
	Services/Supplies	85,300	32,026	38%
	Capital Outlay			
Building Maintenance	Personnel Services	336,901	128,678	38%
	Services/Supplies	210,625	99,413	47%
	Capital Outlay			
Police	Personnel Services	14,988,826	7,163,513	48%
	Services/Supplies	1,619,594	509,989	31%
	Capital Outlay	117,738	146,180	124%
Fire	Personnel Services	10,068,973	5,300,294	53%
	Services/Supplies	633,838	228,712	36%
	Capital Outlay	8,000	5,215	65%
General Government	Services/Supplies	153,050	1,298,706	849%
	Capital Outlay			
Police Grants	Personnel Services		33,392	
	Services/Supplies	6,000	25,949	432%
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		668	
	Capital Outlay			
Streets	Personnel Services	3,073,344	1,486,415	48%
	Services/Supplies	1,772,853	448,945	25%
	Capital Outlay	135,000	58,396	43%
Parks	Personnel Services	1,751,110	722,070	41%
	Services/Supplies	697,620	205,053	29%
	Capital Outlay			

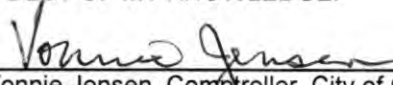
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 March 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2021	PERCENT EXPENDED
Recreation	Personnel Services	561,328	235,984	42%
	Services/Supplies	183,880	29,304	16%
	Capital Outlay			
Building Inspection	Personnel Services	918,356	449,154	49%
	Services/Supplies	40,129	10,850	27%
	Capital Outlay			
Total General Fund		<u>43,245,426</u>	<u>21,851,329</u>	<u>51%</u>
Library	Personnel Services	1,330,045	630,752	47%
	Services/Supplies	226,000	96,432	43%
	Capital Outlay	180,000	48,820	27%
CDBG	Personnel Services	74,754	32,416	43%
	Services/Supplies	620,278	170,660	28%
Cemetery	Personnel Services	200,837	90,648	45%
	Services/Supplies	105,950	49,514	47%
	Capital Outlay			
Impact Fees	Services/Supplies	450,000		
Annexation Fees	Services/Supplies	195,000	184,000	94%
Parks Capital Improvements	Capital Outlay	323,260	527,830	163%
Cemetery Perpetual Care	Services/Supplies	166,500	89,703	54%
Jewett House	Services/Supplies	26,353	5,375	20%
Reforestation	Services/Supplies	6,500	188	3%
Street Trees	Services/Supplies	112,000	22,080	20%
Community Canopy	Services/Supplies	1,500	365	24%
Public Art Fund	Services/Supplies	271,300	12,512	5%
		<u>4,290,277</u>	<u>1,961,295</u>	<u>46%</u>
Debt Service Fund		<u>876,281</u>	<u>42,342</u>	<u>5%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
March 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	1,200,000		
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	15,997		
Kathleen Avenue Widening	Capital Outlay	885,635	3,580	0%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		3,173	
Industrial Park Loop & Atlas	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	100,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay		5,351	
		<u>2,201,632</u>	<u>12,104</u>	<u>1%</u>
Street Lights	Services/Supplies	733,250	232,477	32%
Water	Personnel Services	2,315,352	1,060,024	46%
	Services/Supplies	4,952,518	862,195	17%
	Capital Outlay	7,298,500	1,429,881	20%
Water Capitalization Fees	Services/Supplies	5,300,000		
Wastewater	Personnel Services	2,959,700	1,403,171	47%
	Services/Supplies	7,242,415	1,356,396	19%
	Capital Outlay	7,205,000	337,082	5%
	Debt Service	2,704,263	3,443,150	127%
WW Capitalization	Services/Supplies	1,484,809		
Sanitation	Services/Supplies	4,215,002	1,956,773	46%
Public Parking	Services/Supplies	1,600,036	409,598	26%
	Capital Outlay	40,000		
Drainage	Personnel Services	222,668	115,433	52%
	Services/Supplies	944,195	159,369	17%
	Capital Outlay	535,000	72,412	14%
Total Enterprise Funds		<u>49,752,708</u>	<u>12,837,962</u>	<u>26%</u>
Kootenai County Solid Waste		2,800,000	1,189,732	42%
Police Retirement		188,132	93,567	50%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		5,300	3,816	72%
Total Fiduciary Funds		<u>3,169,432</u>	<u>1,327,114</u>	<u>42%</u>
TOTALS:		<u>\$103,535,756</u>	<u>\$38,032,146</u>	<u>37%</u>

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



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

RECEIVED


APR 09 2021

CITY CLERK

City of Coeur d'Alene
Cash and Investments
3/31/2021

Description	City's Balance
U.S. Bank	
Checking Account	2,182,037
Checking Account	53,688
Checking Account	51,957
Investment Account - Police Retirement	698,911
Investment Account - Cemetery Perpetual Care Fund	1,250,003
Idaho Central Credit Union	
Certificate of Deposit	272,791
Idaho State Investment Pool	
State Investment Pool Account	52,435,033
Spokane Teacher's Credit Union	
Certificate of Deposit	257,081
Numerica Credit Union	
Certificate of Deposit	1,022,437
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Library Change fund	180
Cemetery Change Fund	20
Total	<u>58,225,988</u>

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



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

DATE: APRIL 14, 2021
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MAY 18, 2021

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-1-21	Applicant: Habitat for Humanity of North Idaho Location: +/- 1.52 acres off of 2nd Street South of Neider Avenue legally described as Hickman Place, Lot 2, Block 1 Request: A proposed zone change from R-12 to R-17	Recommended approval	QUASI-JUDICIAL
ZC-2-21	Applicant: George Hughes Location: 3135 Fruitland Request: A proposed zone change from R-12 to R-17	Recommended approval	QUASI-JUDICIAL
ZC-4-21	Applicant: Janet Daily Location: 3395 E. Fernan Hill Road Request: A proposed zone change from R-1 to R-3	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 18, 2021.**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kelley Setters / 4.13.21
Department Name / Employee Name / Date

Request made by: Bruce English / 208.771.2574
Name / Phone

1133 N 4th Street CDA, ID 83814
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Bruce English to Janet L. Voorhees

Niche(s): _____
Lot(s): 85, _____, _____, _____, _____, _____ Block: 1 Section: OP

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Bruce English

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.

MB / 4/14/2021
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: _____
Attorney Init. / Date

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

City Clerk's Signature / Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / / ; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature / Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

RESOLUTION NO. 21-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO: ACCEPTING A QUITCLAIM DEED FROM THE TRAILS HOMEOWNER'S ASSOCIATION, INC., FOR A TRACT OF LAND NORTH OF THE FUTURE HUETTER WELL; ACCEPTING GRANT DEEDS FOR PUBLIC WATER MAIN EASEMENTS AND A PUBLIC SEWER MAIN EASEMENT FROM FAMILLE HOLDINGS, LLC, AND KLSRMS, LLC; APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE SPOKANE POLICE DEPARTMENT; APPROVING THE SUBMISSION FOR AND, IF AWARDED, THE ACCEPTANCE OF A GRANT TO THE POLICE DEPARTMENT FOR PERSONAL PROTECTIVE EQUIPMENT AND OVERTIME COSTS ASSOCIATED WITH THE CORONAVIRUS RESPONSE; AND APPROVING THE ABANDONMENT OF WATER AND STORMWATER EASEMENTS ON PROPERTY OWNED BY ACTIVE WEST, LLC.

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

- A) Accept Quitclaim Deed from The Trails Homeowner's Association, Inc., for a .10-acre tract of land north of the future Huetter Well;
- B) Accept Grant Deeds for Public Water Main Easements and a Public Sewer Main Easement from Famille Holdings, LLC, (2785 W. Seltice Way);
- C) Accept a Grant Deed for Public Water Main Easement from KLSRMS, LLC, (2691 W. Seltice Way);
- D) Approve a Law Enforcement Mutual Aid Agreement with the Spokane Police Department;
- E) Approve the submission for and, if awarded, acceptance of a grant from the Coronavirus Emergency Supplemental Funding Program for the purchase of Personal Protective Equipment (PPE) and reimbursement of overtime costs associated with the Coronavirus response by the Police Department in the amount of \$38,000.00;
- F) Approve the Abandonment of Water and Stormwater Easements on property owned by Active West, LLC (The Union); and

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

NOW, THEREFORE,

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

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

DATED this 20th day of April, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted
_____	was absent. Motion _____.

Recording Requested By and
When Recorded Return to:
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

This Quitclaim Deed made and entered as of this 12 day of April, 2021, between **The Trails Homeowner's Association, Inc.**, an Idaho non-profit corporation, hereinafter referred to as the "**Grantor**," and the **City of Coeur d'Alene**, Idaho, an Idaho municipal corporation, hereinafter referred to as the "**Grantee**."

Grantor, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee and to Grantee's heirs and assigns, all of its right, title and interest in and to the real property and improvements thereon located in Kootenai County, State of Idaho, and more specifically described as follows:

Tract Y, The Trails
Section 28, T 51N, R04W, B.M.

As recorded in Book L of Plats, Page 54E, Instrument No. 2527217000

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, to have and to hold all and singular and to its heirs and assigns forever.

By its execution of the Deed Acceptance, attached hereto as **Exhibit "A"**, and incorporated herein by reference, the Grantee agrees to the terms and conditions set forth in said Quitclaim Deed.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

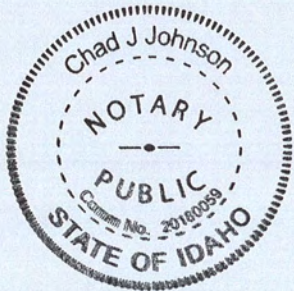
The Trails Homeowner's Association, Inc.

By Brandon Collins
Brandon Collins (printed name)
President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of APRIL 2021, before me, CHAD J. JOHNSON, a Notary Public in and for said State, personally appeared BRANDON COLLINS known or identified to me to be the President of The Trails Homeowner's Association, Inc., the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Chad J.

Notary Public for Idaho
Residing at 1857 N. LAKEWOOD DR, SUITE 102
My commission expires 01-12-2024

GRANT DEED
FOR PUBLIC SEWER MAIN AND APPURTENANCES EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FAMILLE HOLDINGS, LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public sewer facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

S 255 FT-SE-SW EX TAX # S & EX RW, TAX # 7752, TAX # 7457, TAX # 21774 [IN
SE-SW]

TO MAINTAIN AND/OR USE a public sewer pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

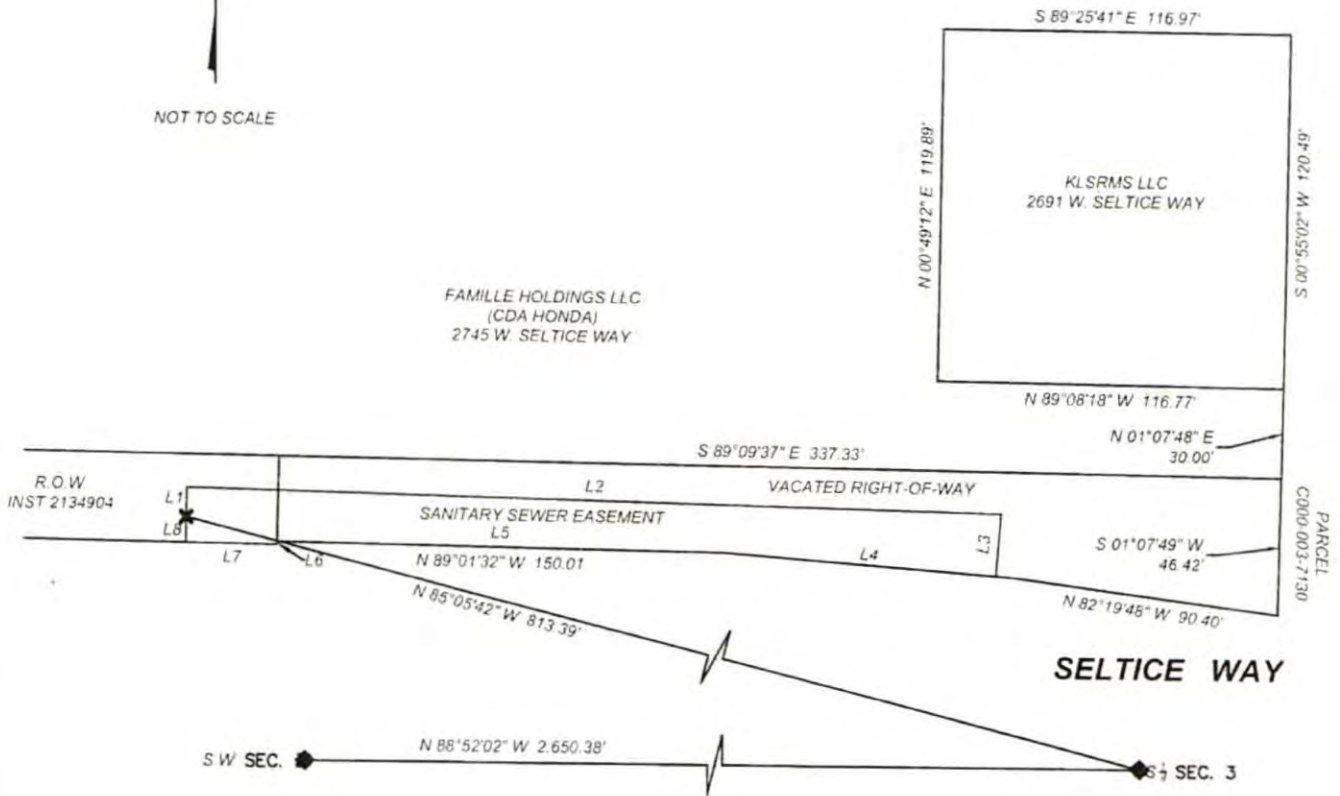
EXHIBIT 'A'

WASTEWATER EASEMENT

SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NOT TO SCALE



SANITARY SEWER EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°58'28" E	10.00
L2	S 68°33'27" E	274.06
L3	S 04°34'29" W	21.60
L4	N 85°08'55" W	92.03
L5	N 89°01'32" W	150.01
L6	S 00°49'34" W	1.02
L7	N 89°09'46" W	30.87
L8	N 00°56'28" E	8.67



EASEMENT EXHIBIT

FFRAME & **S**SMETANA, PA
Consulting Engineers



NOT TO SCALE

DRAWN BY: JL

DATE: 03/30/2021

S.3, T50N, R4W JOB#C454

FILE: C454

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121 / Email:smetana@roadrunner.com

SHEET
#1 OF#1

WASTEWATER EASEMENT
2-25-21

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS N 88°52'02" W, 2650.38 FEET;

THENCE N 85°05'42" W, 813.39 FEET TO A POINT ON THE EXISTING SEWER LINE 10.00 FEET WESTERLY OF EXISTING MANHOLE AEXT1-01H AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 00°58'28" E, 10.00 FEET;

THENCE PARALLEL TO THE SAID EXISTING SEWER LINE, S 88°32'27" E, 274.06 FEET;

THENCE S 04°34'29" W, 10.00 FEET TO A POINT THAT LIES 10.00 FEET EASTERLY FROM EXISTING MANHOLE AEXT1-01G;

THENCE CONTINUING S 04°34'29" W, 11.6 FEET TO THE SOUTHERLY LINE OF VACATED RIGHT-OF-WAY FOR SELTICE WAY;

THENCE ALONG THE SAID SOUTHERLY LINE, N 85°08'55" W, 92.03 FEET;

THENCE N 89°01'32" W, 150.01 FEET TO THE EASTERLY BOUNDARY LINE OF INSTRUMENT #2134904;

THENCE ALONG THE SAID EASTERLY BOUNDARY LINE, S 00°49'35" W, 1.02 FEET;

THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID INSTRUMENT #2134904, N 89°09'46" W, 30.87 FEET;

THENCE LEAVING THE SAID SOUTHERLY BOUNDARY LINE, N 00°58'28" E, 8.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 4821.37 SQUARE FEET



GRANT DEED
FOR PUBLIC WATER MAIN AND APPURTENANCES EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FAMILLE HOLDINGS, LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

S 255 FT-SE-SW EX TAX # S & EX RW, TAX # 7752, TAX # 7457, TAX # 21774 [IN
SE-SW]

TO MAINTAIN AND/OR USE a public water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

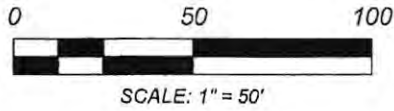
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

FH 286-A AND FH 286-E EASEMENTS

SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



FAMILLE HOLDINGS LLC
(CDA HONDA)
2745 W. SELTICE WAY

S 89°25'41" E 116.97'

KLSRMS LLC
2691 W. SELTICE WAY

N 00°49'12" E 119.89'

S 00°55'02" W 120.49'

N 89°08'18" W 116.77'

N 01°07'48" E
30.00'

FH 286-A
EASEMENT

S 89°09'37" E 337.33'

N 00°49'34" E
28.96'

FH 286-E
EASEMENT

VACATED RIGHT-OF-WAY

S 01°07'49" W
46.42'

L4

N 89°01'32" W 150.01'

N 85°25'31" W 97.54'

N 82°19'48" W 90.40'

PARCEL
C000-003-7130

SELTICE WAY

L3

L7

S W SEC. 3 • N 88°52'02" W 2,652.38'

• S 1/4 SEC. 3

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 84°50'24" W	661.22
L2	N 04°44'25" E	10.69
L3	N 85°31'56" W	792.08
L4	N 02°27'54" W	12.25



EASEMENT EXHIBIT

FFRAME & **S**SMETANA, PA
Consulting Engineers



SCALE: 1" = 50'
DATE: 03/27/2021

S.3,T50N,R4W JOB#C454

DRAWN BY: JL
FILE: C454

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121 / Email:smetana@roadrunner.com

SHEET
#1 OF#1

**FIRE HYDRANT 286-A AND
FIRE HYDRANT 286-E EASEMENTS**

3-23-21

A 20.0 FOOT WIDE STRIP OF LAND IN A PORTION OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARING N 88°52'02" W, 2650.38 FEET;

THENCE N 85°31'56" W, 792.08 FEET TO A POINT ON THE SAID EXISTING WATERLINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID EXISTING WATERLINE, N 02°27'54" W, 2.25 FEET TO FIRE HYDRANT 286-A;

THENCE CONTINUING N 02°27'54" W, 10.0 FEET TO THE TERMINUS FOR THIS CENTERLINE DESCRIPTION,

THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.

TOGETHER WITH;

A 20.0 FOOT STRIP OF LAND IN A PORTION OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION E BEARING, N 88°52'02" W, 2652.38 FEET;

THENCE N 84°50'24" W, 661.22 FEET TO A POINT ON THE SAID EXISTING WATERLINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY, ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID EXISTING WATERLINE, N 04°44'25" E, 0.69 FEET TO FIRE HYDRANT 286-E;

THENCE CONTINUING N 04°44'25" E, 10.0 FEET TO THE TERMINUS FOR THIS CENTERLINE DESCRIPTION.

THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.



GRANT DEED
FOR PUBLIC WATER MAIN AND APPURTENANCES EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FAMILLE HOLDINGS, LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

S 255 FT-SE-SW EX TAX # S & EX RW, TAX # 7752, TAX # 7457, TAX # 21774 [IN
SE-SW]

TO MAINTAIN AND/OR USE a public water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

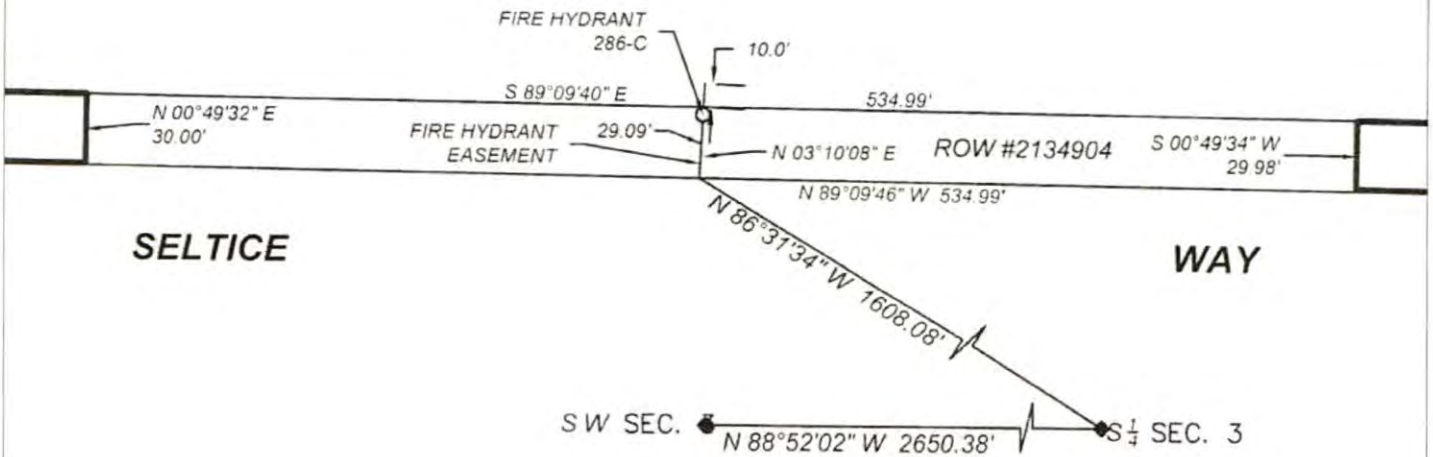
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

FIRE HYDRANT 286-C EASEMENT
 SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

FAMILLE HOLDINGS LLC
 (CDA HONDA)
 2745 W. SELTICE WAY



EASEMENT EXHIBIT		F FRAME & S SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d Alene, Idaho, 83814 Ph.(208)664-2121 / Email:smetana@roadrunner.com	F SHEET #1 OF#1
NOT TO SCALE	S.3,T50N,R4W JOB#C454		
DATE: 04/07/2021	DRAWN BY: JL		
	FILE: C454		

FIRE HYDRANT 286-C EASEMENT

4-05-21

A 20.0 FOOT WIDE STRIP OF LAND IN A PORTION OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARING N 88°52'02" W, 2650.38 FEET;

THENCE N 86°31'34" W, 1608.08 FEET TO A POINT DIRECTLY OVER THE SAID WATERLINE AND ON THE SOUTHERLY BOUNDARY OF RIGHT-OF-WAY VACATION #2134904, ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID WATERLINE, N 03°10'08" E, 29.09 FEET TO AN EXISTING FIRE HYDRANT 286-C;

THENCE CONTINUING N 03°10'08" E, 10.0 FEET TO THE TERMINUS FOR THIS CENTERLINE DESCRIPTION.

THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID SOUTHERLY BOUNDARY OF RIGHT-OF-WAY VACATION #2134904.



GRANT DEED
FOR PUBLIC WATER MAIN AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENTS that KLSRMS LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

TAX # 3599 EX RW [IN SW-SW],

TO MAINTAIN AND/OR USE a public water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

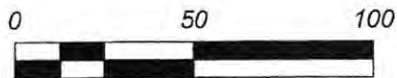
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

WEST WATERLINE EASEMENT

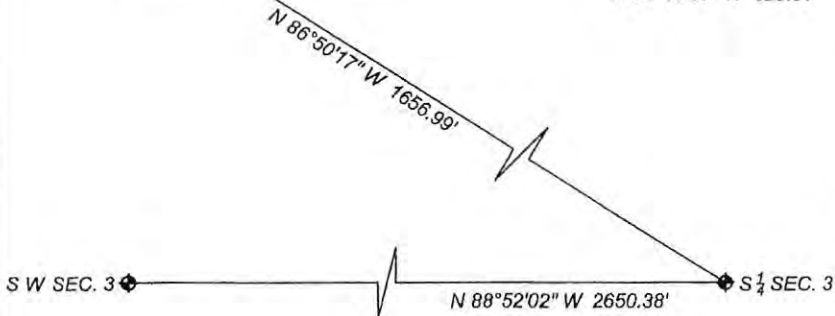
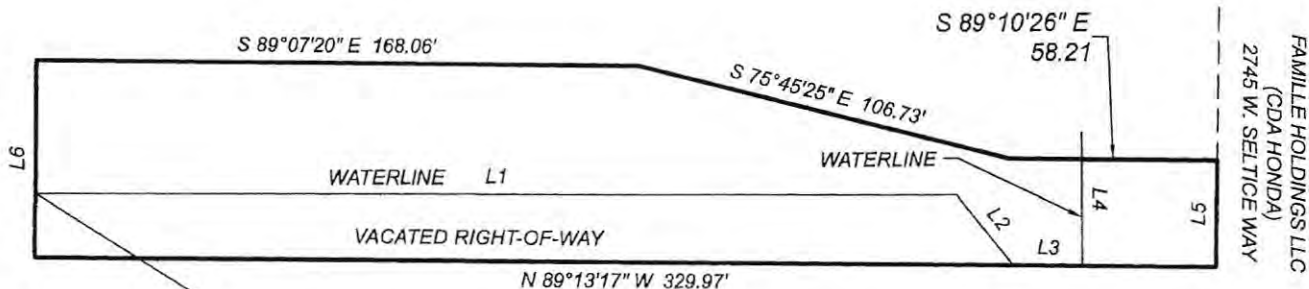
SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1" = 50'



KLSRMS LLC
2795 W. SELTICE WAY



SELTICE WAY

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'40" E	257.45
L2	S 39°00'07" E	25.21
L3	S 89°13'16" E	19.29
L4	N 00°13'22" W	36.85
L5	S 00°49'32" W	29.35
L6	N 00°41'35" E	54.54



EASEMENT EXHIBIT

FFRAME & **S**SMETANA, PA
Consulting Engineers



SCALE: 1" = 50'
DATE: 03/27/2021

S.3,T50N,R4W JOB#C454

DRAWN BY: JL
FILE: C454

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121 / Email:smetana@roadrunner.com

SHEET
#1 OF #1

WEST WATERLINE EASEMENT

3-23-21

A 20.0 FOOT WIDE STRIP OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARING N 88°52'02" W, 2650.38 FEET;

THENCE N 86°50'17" W, 1656.99 FEET TO A POINT DIRECTLY OVER THE SAID EXISTING WATERLINE AND THE WESTERLY BOUNDARY LINE OF VACATED RIGHT-OF-WAY ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID EXISTING WATERLINE THE FOLLOWING COURSES: S 89°34'40" E, 257.45 FEET;

THENCE S 39°00'07" E, 25.21 FEET TO A POINT A ON THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY AND THE TERMINUS FOR THIS CENTERLINE DESCRIPTION. THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID WESTERLY BOUNDARY LINE OF VACATED RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.

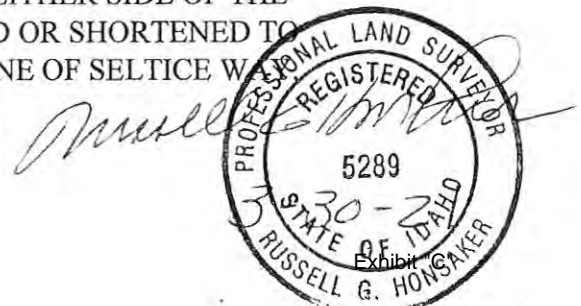
TOGETHER WITH THE FOLLOWING 20.0 FOOT WIDE STRIP OF LAND BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE AFOREMENTIONED POINT A;

THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY, S 89°13'16" E, 19.29 FEET TO A POINT DIRECTLY OVER THE SAID EXISTING WATERLINE;

THENCE LEAVING THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY, N 00°13'22" W, 26.85 FEET TO AN EXISTING WATER METER;

THENCE CONTINUING N 00°13'22" W, 10.0 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION. THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.



INTERSTATE MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF COEUR D'ALENE, IDAHO AND THE
SPOKANE POLICE DEPARTMENT

This AGREEMENT entered into between City of Coeur d'Alene, Idaho and the Spokane Police Department, both being political subdivisions, or governmental entities, and each of the above entities law enforcement departments or offices, herein referred to as "party or parties."

WHEREAS, each of the parties hereto have an interest in law enforcement, protection, and control, and

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or event, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

WHEREAS, the city of Coeur d'Alene Police Department and its officers have jurisdiction to enforce all state laws within the boundaries of Kootenai County, Idaho; and

WHEREAS, the Spokane Police Department and its officers have jurisdiction to enforce all state laws within the boundaries of the City of Spokane, Washington; and

WHEREAS, the geographical boundaries of each requesting or responding party under this AGREEMENT are located in such a manner as to enable each party to render mutual assistance to the other.

NOW, THEREFORE, subject to the limitations of this AGREEMENT and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code 67-2337(4) and to the Revised Code of Washington Chapter 10.93 RCW as follows:

1. **DURATION OF AGREEMENT:** This AGREEMENT shall not be effective until it is approved by the parties and each party has fulfilled their statutory obligations pursuant to Chapter 10.93 RCW and Idaho Code 67-2329 respectively. It shall continue in full force and effect until any party terminates this AGREEMENT by thirty (30) days written notice to the other party.
2. **PURPOSE – MUTUAL AID ASSISTANCE:** The purpose of this AGREEMENT is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this AGREEMENT is discretionary, but each party

agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance.

3. LEGAL AUTHORITIES:

A. Idaho Statutory Provisions:

1. Idaho Code 67-2337(4) provides that Idaho political subdivisions may enter into mutual assistance compacts with other political subdivisions of states immediately adjacent. Any mutual assistance compact between a political subdivision of Idaho with a political subdivision of any other state shall include a written statement of assumption of liability consistent with the requirements of this section.
2. Idaho Code 67-2338 provides that all of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief and disability, worker's compensation insurance, and other benefits that apply to the activity of officers, agents or employees of any political subdivision, when performing their respective functions within the territorial limits of their respective political subdivisions, shall apply to them in the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.
3. Idaho Code 6-903(1) provides that except as otherwise provided in this act, every governmental entity is subject to liability for money damages arising out of its negligent or otherwise wrongful acts or omissions and those of its employees acting within the course and scope of their employment or duties, whether arising out of a governmental or proprietary function, where the governmental entity if a private person or entity would be liable for money damages under the laws of the State of Idaho, provided that the governmental entity is subject to liability only for the pro rata share of the total damages awarded in favor of a claimant which is attributable to the negligent or otherwise wrongful acts of omissions of the governmental entity or its employees.
4. Idaho Code 67-2328(d)(1) provides that an agreement for joint exercise of powers shall include a provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented.

B. Washington Statutory Provisions

1. Washington Chapter 10.93 RCW sets forth the Washington mutual aid peace officer powers act of 1985 which intends to remove current artificial barriers to mutual aid and cooperative enforcement of the laws among general authority local, state, and federal agencies. This chapter shall be liberally construed to effectuate the intent of the legislature to modify current restrictions upon the limited territorial and enforcement authority of general authority peace officers and to effectuate mutual aid among agencies.
2. Washington RCW 10.93.060 provides that all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, worker's compensation insurance, and other benefits which apply to the activity of officers, agents, or employees of any law enforcement agency when performing their respective functions within the territorial limits of their respective

agencies shall apply to them and to their primary commissioning agencies to the same degree and extent while such persons are engaged in the performance of authorized functions and duties under this chapter.

3. Washington RCW 10.93.040 provides that any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officer's duties as a peace officer under this chapter is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency or unless the liability is otherwise allocated under a written agreement between the primary commissioning agency and another agency.
4. **MANNER OF FINANCING AND BUDGET:** There shall be no joint financing of activities under this AGREEMENT except by written amendment of this AGREEMENT between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this AGREEMENT for another party. Each party shall independently budget for expected expenses under this AGREEMENT.
5. **REQUEST FOR ASSISTANCE:** Any request for mutual aid assistance under this AGREEMENT shall be made to the highest-ranking official present of the party from whom assistance is requested at the time the assistance is needed. The request may be oral, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested.
6. **RESPONSE TO REQUEST:** The party requested to provide mutual aid assistance shall respond to the request as soon as possible if personnel and equipment are available and the requesting party is notified that assistance can be provided. The response may be orally conveyed to the party requesting assistance, it shall notify the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person will be in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend his notification so that the requesting party will know what assistance was intended.
7. **COMMAND OF EQUIPMENT AND PERSONNEL:** The requesting party shall have on-site command and direction of the equipment and personnel provided by a responding party. The requesting party shall always keep the responding party advised as the person who is exercising command and direction. All personnel who participate in mutual aid assistance shall not be “agents” of the party requesting the assistance, except to the extent inconsistent with this AGREEMENT. When the mutual aid assistance is no longer needed, the personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including, but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further as provided by Idaho and Washington statutes, all of the

privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

8. **STANDARD OF CONDUCT:** Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting entity. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance and the jurisdiction and the responding entity will honor such request as soon as practical. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho or the state of Washington and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.
9. **RESPONSIBILITIES OF REQUESTING PARTY:** The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer, while in the jurisdiction of the requesting party, takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.
10. **LIABILITY:** The parties agree that each agency shall be liable for the actions of their respective employees when engaged in law enforcement activities in the territorial or geographic jurisdiction of the other party under this AGREEMENT.
11. **RETURN OF EQUIPMENT AND PERSONNEL:** When the mutual aid assistance is no longer required, the requesting party shall notify the responding party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
12. **PRE-INCIDENT PLANNING:** The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This AGREEMENT may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this AGREEMENT. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this AGREEMENT.

13. PERSONNEL AND EQUIPMENT / TRAINING AND MAINTENANCE: Each party shall be responsible for the training of its own personnel and for the maintenance and repair of any equipment used or damaged in performance of this AGREEMENT.

14. ADMINISTRATOR OF MUTUAL AID: The parties designate the Chief of Police for the City of Coeur d'Alene and the Chief of Police for the City of Spokane to administer this AGREEMENT. Neither shall receive additional compensation other than as an employee of one of the parties. It shall be their duty as representatives of each party to coordinate all activities and mutual aid efforts of the parties under this AGREEMENT.

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed.

DATED this 20th day of April, 2021.

City of Coeur d'Alene, Idaho

Spokane Police Department

Steve Widmyer, Mayor

Craig Meidl, Chief of Police

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By:

Approved as to form:

Approved as to form:

By: Michael Gridley
Title: City Attorney

By: Michael Ormsby
Title: City Attorney

Date: _____

Date: _____

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that City of Coeur d' Alene, whose address is 710 East Mullan Avenue, Coeur d' Alene, Idaho, 83814, the dominant tenant of the easement described herein, for and in consideration of good and valuable consideration, paid by ActiveWest LLC, the servient tenant of the easement described herein, receipt of which is acknowledged, does hereby abandon the following described easement:

20' WATER LINE EASEMENT (VACATION #1)

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02° 58' 21" West, a distance of 210.84 feet;

Thence North 65° 21' 10" West along the north line of said Plat of THE UNION, a distance of 207.29 feet to a point on the northerly right-of-way line of Union Drive and the Point of Beginning;

Thence South 44° 16' 39" West, a distance of 126.77 feet to the south line of said Tract "A" and the Point of Terminus;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the north and south lines of said Plat of THE UNION;

Containing 2,535 square feet or 0.058 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

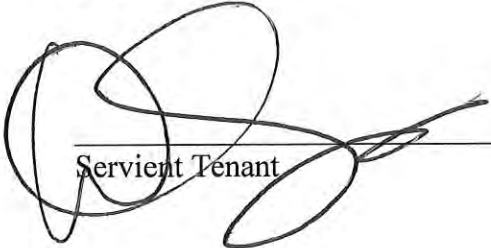
END OF DESCRIPTION

over and through the following described property:

Tract A, Tract C, Lot 7, Block 1 of THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, and Union Drive.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 24th day of March, 2021.

Dominant Tenant



Servient Tenant

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

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

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the 24th day of March, 2021, before me, a Notary Public, personally appeared Dennis E Cunningham II, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Charyl Ragan
Notary Public for Idaho
Residing at Plummer
My Commission Expires: April 15, 2023

Easement Vacation #1
Legal Description
Exhibit "A"

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence North 65°21'10" West along the north line of said Plat of THE UNION, a distance of 207.29 feet to a point on the northerly right-of-way line of Union Drive and the **Point of Beginning**;

Thence South 44°16'39" West, a distance of 126.77 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the north and south lines of said Plat of THE UNION;

Containing 2,535 square feet or 0.058 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION

Prepared by this office:

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that City of Coeur d' Alene, whose address is 710 East Mullan Avenue, Coeur d' Alene, Idaho, 83814, the dominant tenant of the easement described herein, for and in consideration of good and valuable consideration, paid by ActiveWest LLC, the servient tenant of the easement described herein, receipt of which is acknowledged, does hereby abandon the following described easement:

20' WATER LINE EASEMENT (VACATION #2)

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02° 58' 21" West, a distance of 210.84 feet;

Thence North 65° 21' 10" West along the north line of THE UNION, a distance of 186.14 feet to a point on the northerly right-of-way line of Union Drive and the **Point of Beginning**;

Thence South 06° 11' 31" West, a distance of 150.93 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the south line of said Tract "A";

Containing 3,019 square feet or 0.069 acres, more or less.

SUBJECT TO:

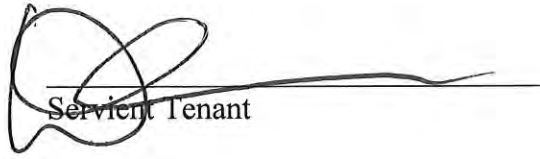
Existing rights-of-way and easements of record and or appearing on said above described parcels.

over and through the following described property:

Tract A, Lot 5 & 6 , Block 1 of THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, and Union Drive.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 24th
day of March, 2021.

Dominant Tenant


Servient Tenant

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

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

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the 24th day of March, 2021, before me, a Notary Public, personally appeared Dennis E Cunningham II, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Charyl Ragan
Notary Public for Idaho
Residing at Plummer
My Commission Expires: April 15, 2023

Easement Vacation #2
Legal Description
Exhibit "A"

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02° 58' 21" West, a distance of 210.84 feet;

Thence North 65° 21' 10" West along the north line of THE UNION, a distance of 186.14 feet to a point on the northerly right-of-way line of Union Drive and the **Point of Beginning**;

Thence South 06° 11' 31" West, a distance of 150.93 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the south line of said Tract "A";

Containing 3,019 square feet or 0.069 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that City of Coeur d' Alene, whose address is 710 East Mullan Avenue, Coeur d' Alene, Idaho, 83814, the dominant tenant of the easement described herein, for and in consideration of good and valuable consideration, paid by ActiveWest LLC, the servient tenant of the easement described herein, receipt of which is acknowledged, does hereby abandon the following described easement:

20' STORM SEWER EASEMENT (VACATION #3)

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Beginning at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence South 51°18'13" West, a distance of 87.45 feet;

Thence South 58°52'02" West, a distance of 91.70 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the north and east lines of said Tract "D", and the south line of said Tract "A";

Containing 3,515 square feet or 0.081 acres, more or less.

SUBJECT TO:

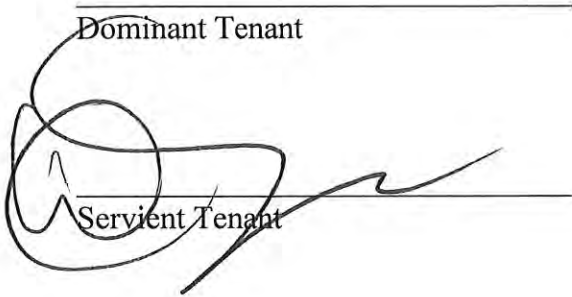
Existing rights-of-way and easements of record and or appearing on said above described parcels.

over and through the following described property:

Tract A, Lot 1, 2, & 3, Block 1 of THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, and Union Drive.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 24th
day of March, 2021.

Dominant Tenant



Servient Tenant

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

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

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the 24th day of March, 2021, before me, a Notary Public, personally appeared Dennis E. Cunningham #1, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Charyl Ragan

Notary Public for Idaho
Residing at Plummer
My Commission Expires: April 15, 2023

Easement Vacation #3
Legal Description
Exhibit "A"

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Beginning at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence South 51°18'13" West, a distance of 87.45 feet;

Thence South 58°52'02" West, a distance of 91.70 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the north and east lines of said Tract "D", and the south line of said Tract "A";

Containing 3,515 square feet or 0.081 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

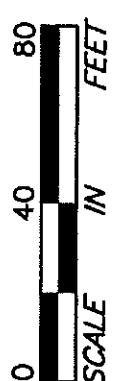
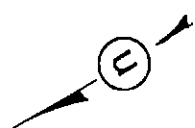
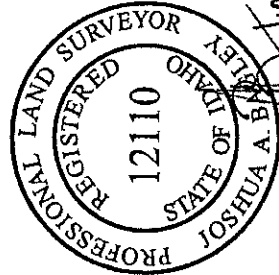
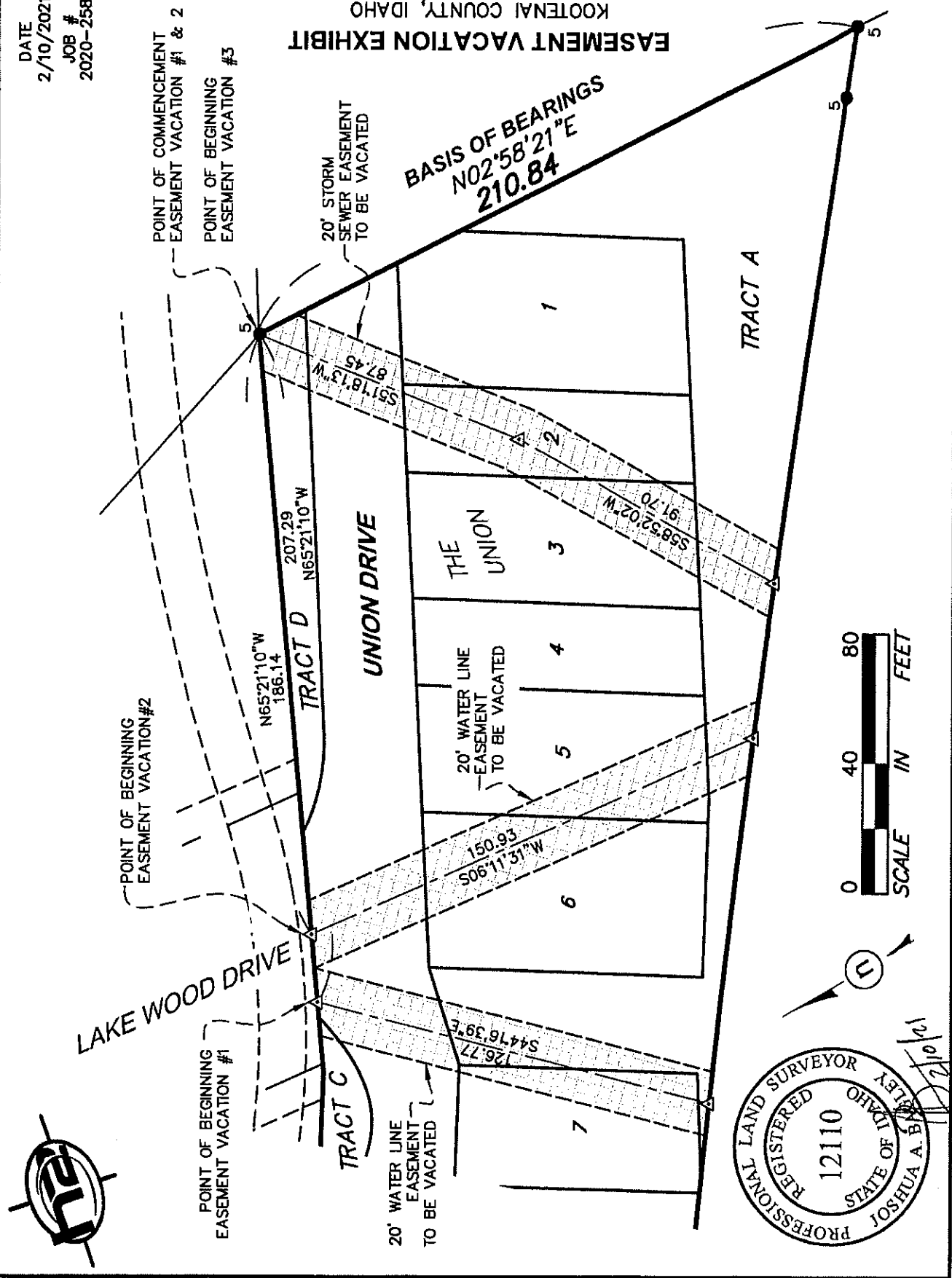
END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC

DATE
2/10/2021
JOB #
2020-258

EASEMENT VACATION EXHIBIT
KOOTENAI COUNTY, IDAHO

BASIS OF BEARINGS
N02°58'21"E
210.84



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 12, 2021

FROM: Lee White, Chief of Police

SUBJECT: Apply for and Accept if Awarded Coronavirus Emergency Supplemental Funding Program

DECISION POINT:

Staff requests that Council allow the Coeur d'Alene Police Department to apply for and accept, if awarded, a Coronavirus Emergency Supplemental Funding Program (CFDA 16.034) administered by the Idaho State Police Grants Department for the amount of \$38,000 to include the purchase of Personal Protective Equipment (PPE) at \$10,000 and for reimbursement of overtime expenses from March 13, 2020, to March 23, 2021, at \$28,000. The overtime expenses include the costs of covering those staff members who were quarantined due to one of the four categories of exposure and the additional staffing that was needed for the increased law enforcement activity in the downtown area due to alcohol-related crimes in correlation with neighboring states more restrictive phased re-openings.

HISTORY:

In 2020, the federal government passed legislative bills to assist eligible states, local units of government and tribes in preventing, preparing for, and responding to the Coronavirus. The Department had received BJA separate from this request to pay for PPE and technology equipment in creating away to have more employees work from home. The PPE costs increased dramatically during this time and procurement was difficult due to demand. Currently procurement is easier but the costs are still higher than expected. Additionally, the Department had to cover shifts of those staff members that were exposed to the virus. These were unanticipated when the FY 19-20 budget was accepted. In addition, on November 15, 2020, Governor Inslee of Washington ordered the closure of bars and restaurants causing an influx of bar patrons to the downtown area. The Department saw a large increase in alcohol-related incidents requiring extra patrols resulting in higher overtime costs.

FINANCIAL ANALYSIS:

If awarded, this grant will allow a surplus of needed PPE to be used by Department personnel. In addition, the funds will be used to reimburse the costs associated with the response to the Coronavirus, as allowed by the grant process.

PERFORMANCE ANALYSIS:

If awarded, all funds must be spent by January 30, 2022. This funding opportunity is to be used to purchase PPE and merely pay for already spent funds on overtime rather than projecting what overtimes may be needed in the future.

DECISION POINT/RECOMMENDATION:

Staff requests that the Council allow the Police Department apply for and if awarded, accept the grant for the purchase of PPE and reimbursement of overtime costs associated with the Coronavirus response for the amount of \$38,000.

**CITY COUNCIL
STAFF REPORT**

DATE: April 20, 2021
FROM: Kyle Marine, Assistant Water Director
SUBJECT: Request acceptance of a Quitclaim Deed for a .10 Acres lot just north of the future Huetter Well site.

DECISION POINT:

Should City Council accept a Quitclaim Deed for a .10 Acre lot off of N. Huetter Road adjacent to the future Huetter Well site.

HISTORY:

The Water Department acquired a lot on north Huetter Road in 2017 for a future well site. A test well was completed and determined that the water quality and quantity was acceptable for the City's future needs. The Water Department contracted with O'Keefe Drilling to complete a production well on the site. Recently, a project was funded by City Council to develop the well and put it into production for the 2021-22 season. In the process of planning the project, staff discovered a small triangular piece of property to the north of the lot between the Prairie Trail and the future Huetter Well site. It was determined that it would be in the City's best interest to acquire this small parcel for expansion and driveway access for a proposed trail parking lot and the future well site. Staff approached the property owner for transfer of ownership to which they agreed.

FINANCIAL ANALYSIS:

The approved Quitclaim Deed will be of no financial impact to the Water Department as the small piece of property is being transferred to the City at no cost in the interest of providing additional access to the Prairie Trail, facilitate a joint approach for both a planned parking lot and access to the well site, and to reduce maintenance costs for the local homeowner's association.

PERFORMANCE ANALYSIS:

Acquisition of this parcel will help comply with the Post Falls Highway District's recommendations regarding improved access and egress requirements for both the well site and a future trail head parking lot. As plans are currently in flux for what Huetter Road will look like in the future with construction of the Huetter Bypass, this parcel will also facilitate an alternate access location from the Trails development should one become necessary.

DECISION POINT/RECOMMENDATION:

City Council should approve acceptance of the Quitclaim Deed for the .10 Acres lot just north of the future wellsite.



City property

Proposed lot

7062

Huetter will site

N Huetter Rd

18C-900

CITY COUNCIL STAFF REPORT

DATE: April 20, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Approval of Water & Sewer Main Easement Grant Deeds at the CD'A Honda Auto Dealership (2785 W. Seltice Way).**

DECISION POINT

Staff is requesting the City Council to approve the Water & Sewer Main Easement Grant Deeds from Kenneth L. Snyder, Grantor, from the CD'A Honda Auto Dealership.

FINANCIAL ANALYSIS

There will not be any cost to the City for these Easements.

PERFORMANCE ANALYSIS

The Water & Sewer Departments have stated that they need these easements. Attached are the Grant Deeds for Easements for approval. The signed agreements will allow the vacation on Seltice Way, at the CD'A Honda Auto Dealership to be completed.

RECOMMENDATION

City Council should approve the Water & Sewer Main Easement Grant Deeds from Kenneth L. Snyder, Grantor, at the CD'A Honda Auto Dealership.

GRANT DEED
FOR PUBLIC SEWER MAIN AND APPURTENANCES EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FAMILLE HOLDINGS, LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public sewer facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

S 255 FT-SE-SW EX TAX # S & EX RW, TAX # 7752, TAX # 7457, TAX # 21774 [IN
SE-SW]

TO MAINTAIN AND/OR USE a public sewer pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

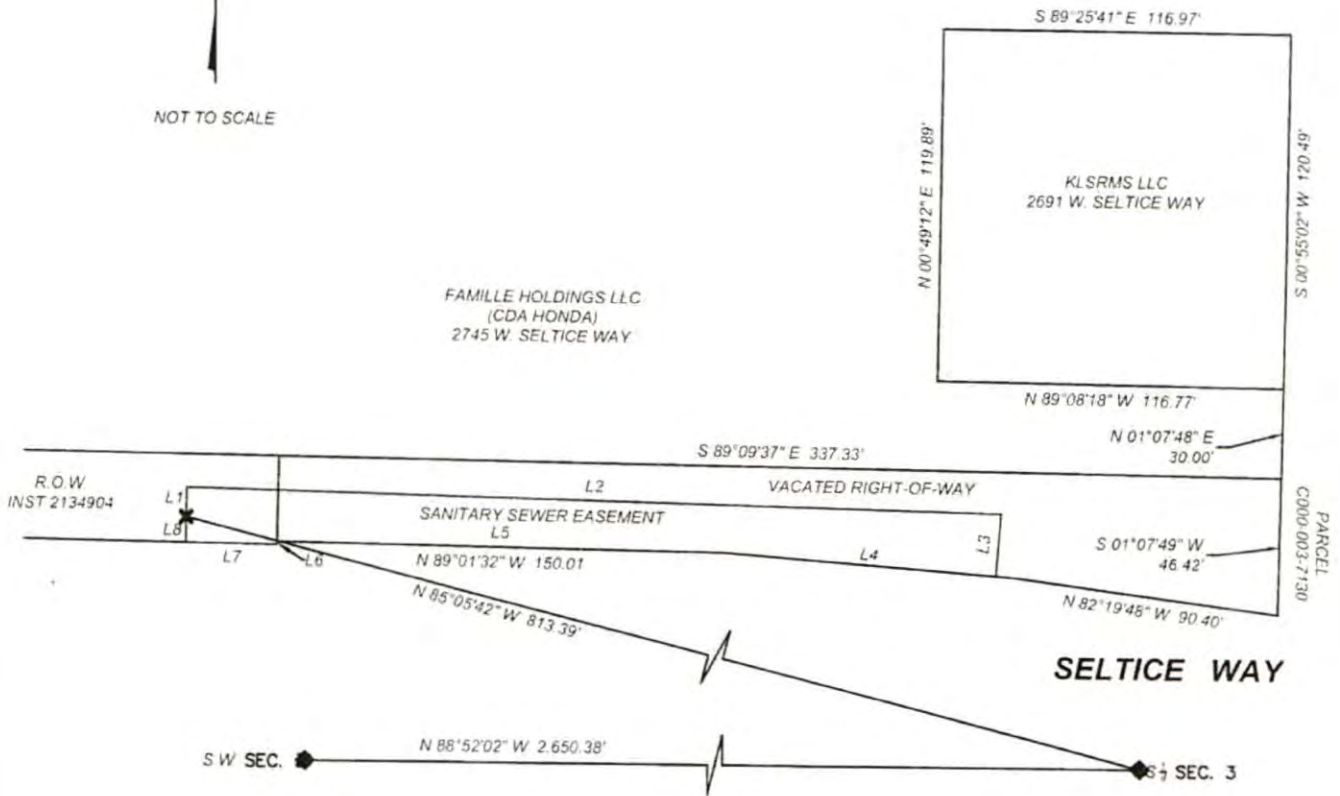
EXHIBIT 'A'

WASTEWATER EASEMENT

SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NOT TO SCALE



SANITARY SEWER EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°58'28" E	10.00
L2	S 68°33'27" E	274.06
L3	S 04°34'29" W	21.60
L4	N 85°08'55" W	92.03
L5	N 89°01'32" W	150.01
L6	S 00°49'34" W	1.02
L7	N 89°09'46" W	30.87
L8	N 00°56'28" E	8.67



EASEMENT EXHIBIT

FFRAME & **S**SMETANA, PA
Consulting Engineers

F

NOT TO SCALE

DRAWN BY: JL

DATE: 03/30/2021

S.3, T50N, R4W JOB#C454

FILE: C454

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121 / Email:smetana@roadrunner.com

SHEET
#1 OF#1

WASTEWATER EASEMENT
2-25-21

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS N 88°52'02" W, 2650.38 FEET;

THENCE N 85°05'42" W, 813.39 FEET TO A POINT ON THE EXISTING SEWER LINE 10.00 FEET WESTERLY OF EXISTING MANHOLE AEXT1-01H AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 00°58'28" E, 10.00 FEET;

THENCE PARALLEL TO THE SAID EXISTING SEWER LINE, S 88°32'27" E, 274.06 FEET;

THENCE S 04°34'29" W, 10.00 FEET TO A POINT THAT LIES 10.00 FEET EASTERLY FROM EXISTING MANHOLE AEXT1-01G;

THENCE CONTINUING S 04°34'29" W, 11.6 FEET TO THE SOUTHERLY LINE OF VACATED RIGHT-OF-WAY FOR SELTICE WAY;

THENCE ALONG THE SAID SOUTHERLY LINE, N 85°08'55" W, 92.03 FEET;

THENCE N 89°01'32" W, 150.01 FEET TO THE EASTERLY BOUNDARY LINE OF INSTRUMENT #2134904;

THENCE ALONG THE SAID EASTERLY BOUNDARY LINE, S 00°49'35" W, 1.02 FEET;

THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID INSTRUMENT #2134904, N 89°09'46" W, 30.87 FEET;

THENCE LEAVING THE SAID SOUTHERLY BOUNDARY LINE, N 00°58'28" E, 8.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 4821.37 SQUARE FEET



GRANT DEED
FOR PUBLIC WATER MAIN AND APPURTENANCES EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FAMILLE HOLDINGS, LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

S 255 FT-SE-SW EX TAX # S & EX RW, TAX # 7752, TAX # 7457, TAX # 21774 [IN
SE-SW]

TO MAINTAIN AND/OR USE a public water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

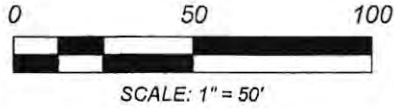
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

FH 286-A AND FH 286-E EASEMENTS

SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



FAMILLE HOLDINGS LLC
(CDA HONDA)
2745 W. SELTICE WAY

S 89°25'41" E 116.97'

KLSRMS LLC
2691 W. SELTICE WAY

N 00°49'12" E 119.89'

S 00°55'02" W 120.49'

N 89°08'18" W 116.77'

N 01°07'48" E
30.00'

FH 286-A
EASEMENT

S 89°09'37" E 337.33'

N 00°49'34" E
28.96'

FH 286-E
EASEMENT

VACATED RIGHT-OF-WAY

S 01°07'49" W
46.42'

L4

N 89°01'32" W 150.01'

N 85°25'31" W 97.54'

N 82°19'48" W 90.40'

PARCEL
C000-003-7130

SELTICE WAY

L3

L7

S W SEC. 3 • N 88°52'02" W 2,652.38'

• S 1/4 SEC. 3

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 84°50'24" W	661.22
L2	N 04°44'25" E	10.69
L3	N 85°31'56" W	792.08
L4	N 02°27'54" W	12.25



EASEMENT EXHIBIT

FFRAME & **S**SMETANA, PA
Consulting Engineers



SCALE: 1" = 50'
DATE: 03/27/2021

S.3,T50N,R4W JOB#C454

DRAWN BY: JL
FILE: C454

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121 / Email:smetana@roadrunner.com

SHEET
#1 OF#1

**FIRE HYDRANT 286-A AND
FIRE HYDRANT 286-E EASEMENTS**

3-23-21

A 20.0 FOOT WIDE STRIP OF LAND IN A PORTION OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARING N 88°52'02" W, 2650.38 FEET;

THENCE N 85°31'56" W, 792.08 FEET TO A POINT ON THE SAID EXISTING WATERLINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID EXISTING WATERLINE, N 02°27'54" W, 2.25 FEET TO FIRE HYDRANT 286-A;

THENCE CONTINUING N 02°27'54" W, 10.0 FEET TO THE TERMINUS FOR THIS CENTERLINE DESCRIPTION,

THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.

TOGETHER WITH;

A 20.0 FOOT STRIP OF LAND IN A PORTION OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION E BEARING, N 88°52'02" W, 2652.38 FEET;

THENCE N 84°50'24" W, 661.22 FEET TO A POINT ON THE SAID EXISTING WATERLINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY, ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID EXISTING WATERLINE, N 04°44'25" E, 0.69 FEET TO FIRE HYDRANT 286-E;

THENCE CONTINUING N 04°44'25" E, 10.0 FEET TO THE TERMINUS FOR THIS CENTERLINE DESCRIPTION.

THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.



GRANT DEED
FOR PUBLIC WATER MAIN AND APPURTENANCES EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FAMILLE HOLDINGS, LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

S 255 FT-SE-SW EX TAX # S & EX RW, TAX # 7752, TAX # 7457, TAX # 21774 [IN
SE-SW]

TO MAINTAIN AND/OR USE a public water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

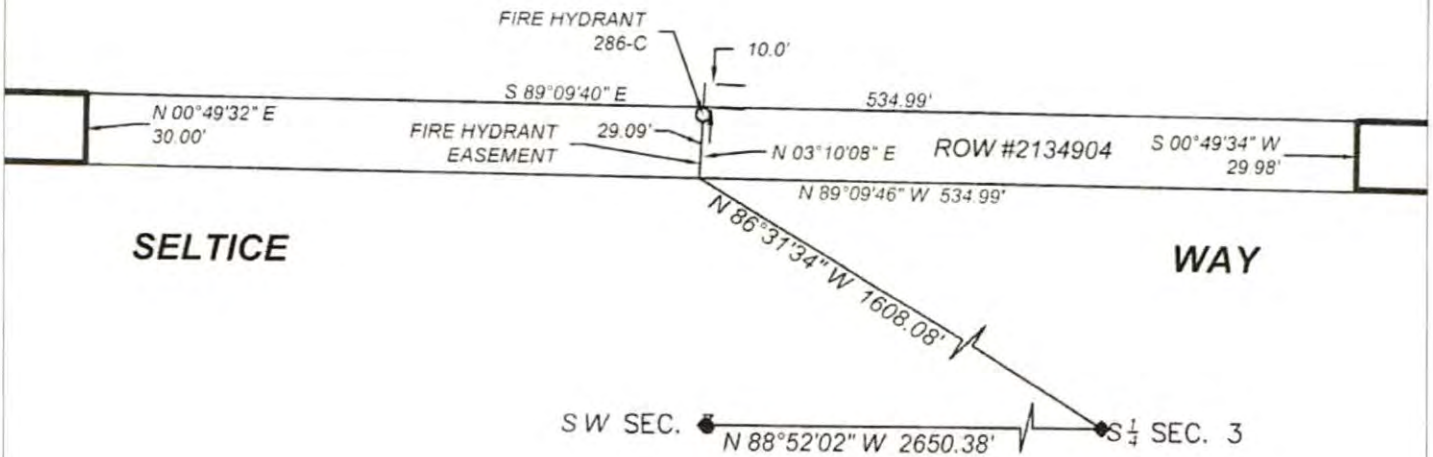
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

FIRE HYDRANT 286-C EASEMENT
 SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

FAMILLE HOLDINGS LLC
 (CDA HONDA)
 2745 W. SELTICE WAY



EASEMENT EXHIBIT		F FRAME & S SMETANA, PA Consulting Engineers 603 North 4th Street, Coeur d Alene, Idaho, 83814 Ph.(208)664-2121 / Email:smetana@roadrunner.com	F SHEET #1 OF#1
NOT TO SCALE	DATE: 04/07/2021		
S.3,T50N,R4W JOB#C454		DRAWN BY: JL	
		FILE: C454	

FIRE HYDRANT 286-C EASEMENT

4-05-21

A 20.0 FOOT WIDE STRIP OF LAND IN A PORTION OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARING N 88°52'02" W, 2650.38 FEET;

THENCE N 86°31'34" W, 1608.08 FEET TO A POINT DIRECTLY OVER THE SAID WATERLINE AND ON THE SOUTHERLY BOUNDARY OF RIGHT-OF-WAY VACATION #2134904, ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID WATERLINE, N 03°10'08" E, 29.09 FEET TO AN EXISTING FIRE HYDRANT 286-C;

THENCE CONTINUING N 03°10'08" E, 10.0 FEET TO THE TERMINUS FOR THIS CENTERLINE DESCRIPTION.

THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID SOUTHERLY BOUNDARY OF RIGHT-OF-WAY VACATION #2134904.

Russell G. Honsaker



PROFESSIONAL LAND SURVEYOR
REGISTERED
5289
STATE OF IDAHO
RUSSELL G. HONSAKER

GRANT DEED
FOR PUBLIC WATER MAIN AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENTS that KLSRMS LLC, whose address is PO Box 3294, Coeur d'Alene, Idaho 83816, with Kenneth L. Snyder, member, hereinafter referred to as "**GRANTOR**," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, whose address is 710 Mullan Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as "**GRANTEE**," receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **GRANTEE**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

TAX # 3599 EX RW [IN SW-SW],

TO MAINTAIN AND/OR USE a public water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEE'S** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the right-of-way described below, to wit:

See attached "Exhibit A" incorporated herein.

GRANTOR, and his heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, fence, structure, or improvement, or to plant any tree or trees or any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the **GRANTEE** as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, and his heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

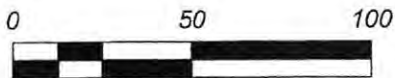
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

EXHIBIT 'A'

WEST WATERLINE EASEMENT

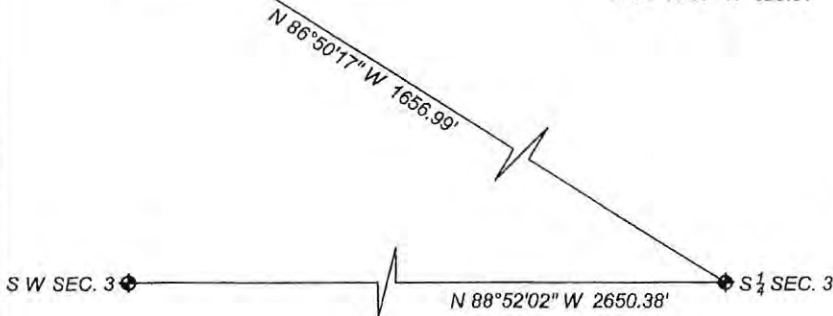
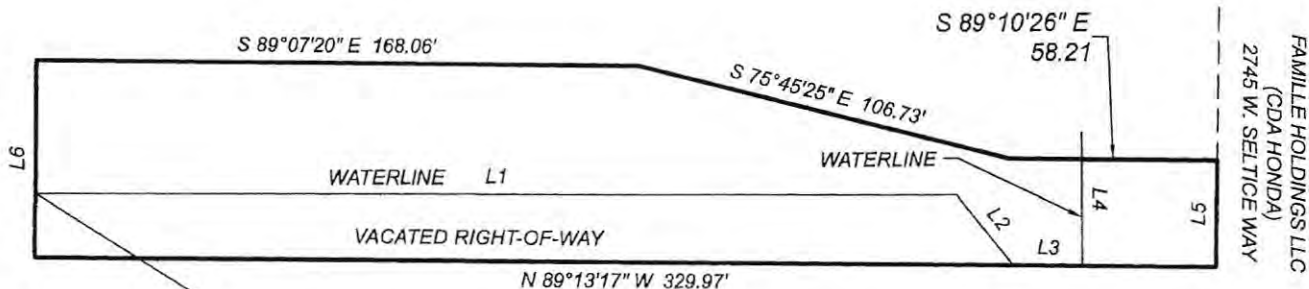
SOUTHWEST 1/4 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1" = 50'



KLSRMS LLC
2795 W. SELTICE WAY



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'40" E	257.45
L2	S 39°00'07" E	25.21
L3	S 89°13'16" E	19.29
L4	N 00°13'22" W	36.85
L5	S 00°49'32" W	29.35
L6	N 00°41'35" E	54.54



EASEMENT EXHIBIT

FFRAME & **S**SMETANA, PA
Consulting Engineers



SCALE: 1" = 50'
DATE: 03/27/2021

S.3,T50N,R4W JOB#C454

DRAWN BY: JL
FILE: C454

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph.(208)664-2121 / Email:smetana@roadrunner.com

SHEET
#1 OF #1

WEST WATERLINE EASEMENT

3-23-21

A 20.0 FOOT WIDE STRIP OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. SAID STRIP BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARING N 88°52'02" W, 2650.38 FEET;

THENCE N 86°50'17" W, 1656.99 FEET TO A POINT DIRECTLY OVER THE SAID EXISTING WATERLINE AND THE WESTERLY BOUNDARY LINE OF VACATED RIGHT-OF-WAY ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

THENCE DIRECTLY OVER THE SAID EXISTING WATERLINE THE FOLLOWING COURSES: S 89°34'40" E, 257.45 FEET;

THENCE S 39°00'07" E, 25.21 FEET TO A POINT A ON THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY AND THE TERMINUS FOR THIS CENTERLINE DESCRIPTION. THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID WESTERLY BOUNDARY LINE OF VACATED RIGHT-OF-WAY AND THE NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.

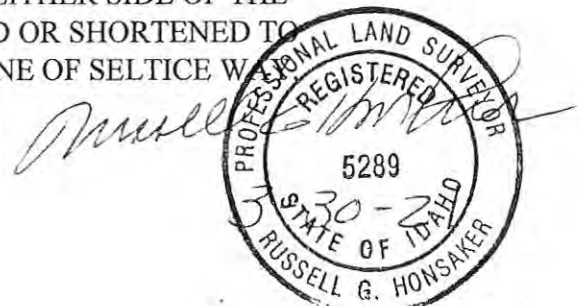
TOGETHER WITH THE FOLLOWING 20.0 FOOT WIDE STRIP OF LAND BEING MEASURED 10.0 FEET AT A RIGHT ANGLE TO THE FOLLOWING DESCRIBED CENTERLINE, SAID CENTERLINE BEING DIRECTLY OVER AN EXISTING WATERLINE;

COMMENCING AT THE AFOREMENTIONED POINT A;

THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY, S 89°13'16" E, 19.29 FEET TO A POINT DIRECTLY OVER THE SAID EXISTING WATERLINE;

THENCE LEAVING THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY, N 00°13'22" W, 26.85 FEET TO AN EXISTING WATER METER;

THENCE CONTINUING N 00°13'22" W, 10.0 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION. THE LINES 10.0 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SELTICE WAY.



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 12, 2021

FROM: Lee White, Chief of Police

SUBJECT: Approval of an Interstate Mutual Law Enforcement Assistance
(Mutual Aid) Agreement with the Spokane Police Department

Decision Point:

The Police Department requests permission to execute an updated Mutual Aid agreement between the City of Coeur d'Alene and the City of Spokane for law enforcement activities.

History:

The Police Department had various mutual aid agreements in place with regional law enforcement partners for years. The attached agreement represents an updated version of the agreement, required because of the election of a new sheriff to Kootenai County. Our Legal department has reviewed this agreement. This is largely a housekeeping item.

Financial Analysis:

There are no additional costs associated with the execution of this agreement.

Decision Point:

The City should execute the attached Mutual Aid agreement between the City of Coeur d'Alene and the City of Spokane Police Department for law enforcement activities.

**PUBLIC WORKS/GENERAL SERVICES
STAFF REPORT**

DATE: April 12, 2021

FROM: Chris Bosley – City Engineer

SUBJECT: Request for Approval of Abandonment of Water and Stormwater Easements on Property Owned by Active West, LLC

DECISION POINT:

Should Council approve of Water and Stormwater easement abandonments on property owned by Active West, LLC.?

HISTORY:

During the construction of The Union subdivision off of Beebe Boulevard, existing City water and stormwater pipes were relocated to easements that were recorded in the subdivision's plat. The easements where the pipes were originally located now need to be abandoned in order to allow for the sale of residential units on the lots where the easements exist. These easement abandonments allow Active West to receive Certificates of Occupancy for the homes as approved by the City.

FINANCIAL ANALYSIS:

These easement abandonments allow Active West to receive Certificates of Occupancy and sell the residential units. No cost will be incurred by the City for this abandonment.

PERFORMANCE ANALYSIS:

Approval of these easement abandonments allows Active West to receive Certificates of Occupancy and sell the residential units on the property as approved by the City.

DECISION POINT/RECOMMENDATION:

Council should approve the abandonment of Water and Stormwater easements on property owned by Active West, LLC.

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: April 20, 2021
FROM: Mike Gridley – City Attorney
SUBJECT: Amendment to Municipal Code 9.22 to prohibit Disorderly Conduct

DECISION POINT:

Should the City amend Municipal Code 9.22 to prohibit disorderly conduct?

HISTORY:

The City has experienced objectionable conduct, especially in the downtown area, that requires an expansion of the current MC 9.22. The proposed amendment would expand MC 9.22 to define and prohibit disorderly conduct. The City Police Department and Prosecutor's Office support this amendment. Prohibited disorderly conduct occurs when a person willfully:

- Engages in violent, tumultuous or offensive conduct, or by threatening, traducing, quarreling, or challenging to fight another person, or fights with another person in a public place; or
- Makes noise that is unreasonable, considering the nature of the actor's conduct, location, time of day or night, and other factors that would govern the conduct of a reasonably prudent person under the circumstances; or
- Engages in violent, noisy or riotous behavior that would be frightening or offensive to a reasonable person who might be expected to be in the vicinity.

Unlike disturbing the peace, a police officer can cite the person based on conduct the officer witnesses without the officer's peace being disturbed.

FINANCIAL ANALYSIS:

There is no additional cost to the City.

PERFORMANCE ANALYSIS:

Adopting this amendment will give law enforcement and prosecutors additional tools to deal with objectionable behavior in the city.

DECISION POINT/RECOMMENDATION:

City Council should adopt the proposed amendment to Municipal Code 9.22 to prohibit disorderly conduct in the City.

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1006

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.22 ENTITLED "FIGHTING"; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted;

NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 9.22.010 is amended as follows:*

9.22.010: ~~FIGHTING~~ DISORDERLY CONDUCT; PROHIBITED CONDUCT:

It shall be unlawful for any person to knowingly ~~fight with another person in a public place~~ engage in disorderly conduct within the city limits of the City of Coeur d'Alene. Every person is guilty of disorderly conduct when that person willfully:

- Engages in violent, tumultuous or offensive conduct, or by threatening, traducing, quarreling, or challenging to fight another person, or fights with another person in a public place; or
- Makes noise that is unreasonable, considering the nature of the actor's conduct, location, time of day or night, and other factors that would govern the conduct of a reasonably prudent person under the circumstances; or
- Engages in violent, noisy or riotous behavior that would be frightening or offensive to a reasonable person who might be expected to be in the vicinity.

SECTION 2. *That Coeur d'Alene Municipal Code Section 9.22.020 is amended as follows:*

FIGHT: Any physical combat between two (2) or more persons, and shall include, but not be limited to, boxing, kicking, wrestling, punching, hitting, slapping, and pushing, whether or not weapons are used.

RIOTOUS: Any action by use of force or violence, or threat thereof, or any threat to use such force or violence, if accompanied by immediate power of execution, and without authority of law, which results in: (a) physical injury to any person; or (b) damage or destruction to public or private property;

THREATENING: Any statements or actions that are intended to communicate a serious expression of intent to commit an act of unlawful violence to a particular individual, group of individuals, to personal or real property.

WEAPON: Any pistol, rifle, shotgun or other firearms of any kind whether loaded or unloaded, air rifle, air pistol, explosive, blasting caps, knife, hatchet, ax, slingshot, blackjack, metal knuckles, mace, iron buckle, baseball bat, ax handle, chains, crowbar, hammer, stick, pole, nunchucks, or other club or bludgeon or any other instrumentality, customarily used or intended for probable use as a dangerous weapon.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on April 20, 2021.

APPROVED, ADOPTED and SIGNED this 20th day of April, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 9.22 entitled "FIGHTING"

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.22 ENTITLED "FIGHTING"; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael C. Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 9.22 entitled "Fighting" and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of April, 2021.

Michael C. Gridley, City Attorney

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: April 20, 2021

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-20-01, Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d'Alene Honda Auto Dealership & Tax # 3599 in the City of Coeur d'Alene

DECISION POINT: The applicants, Famille Holdings, LLC & KLSRMS, LLC are requesting the vacation of excess right-of-way along their southerly property frontage on Seltice Way.

HISTORY: The four (4) lane divided highway known as Seltice Way was originally constructed in 1926 as US Highway 10, with the portion from Coeur d'Alene to the Idaho/Washington boundary being replaced by I-90 in 1971. The right-of-way width adjoining the subject property varies in width from +/- 200'.

FINANCIAL ANALYSIS: The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.60 acres to the County tax roll. It would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS: The purpose of this request is to vacate the unused portion of right-of-way along the north side of Seltice Way, East of Atlas Road. Seltice Way was recently reconstructed, widened and rebuilt. As part of this construction, a bike path was added along the north side of Seltice Way. The applicants are proposing to vacate a portion of Seltice Way, which is approximately one foot north of the current trail as shown on the exhibit. The request would not have any impact on future expansion of the Seltice Way corridor since the current project is complete. The Development Review Team was informed about this vacation and has no objection.

RECOMMENDATION: City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicants Famille Holdings, LLC & KLSRMS, LLC.

W Centennial Trl

W Interstate 90

W Interstate 90

I-90

2795

2785

2775

2745

2691

14,560.0 Square feet 686.9 Feet
Proposed Vacation

Proposed Vacation
9,639.8 Square feet 713.1 Feet

W Seltice Way

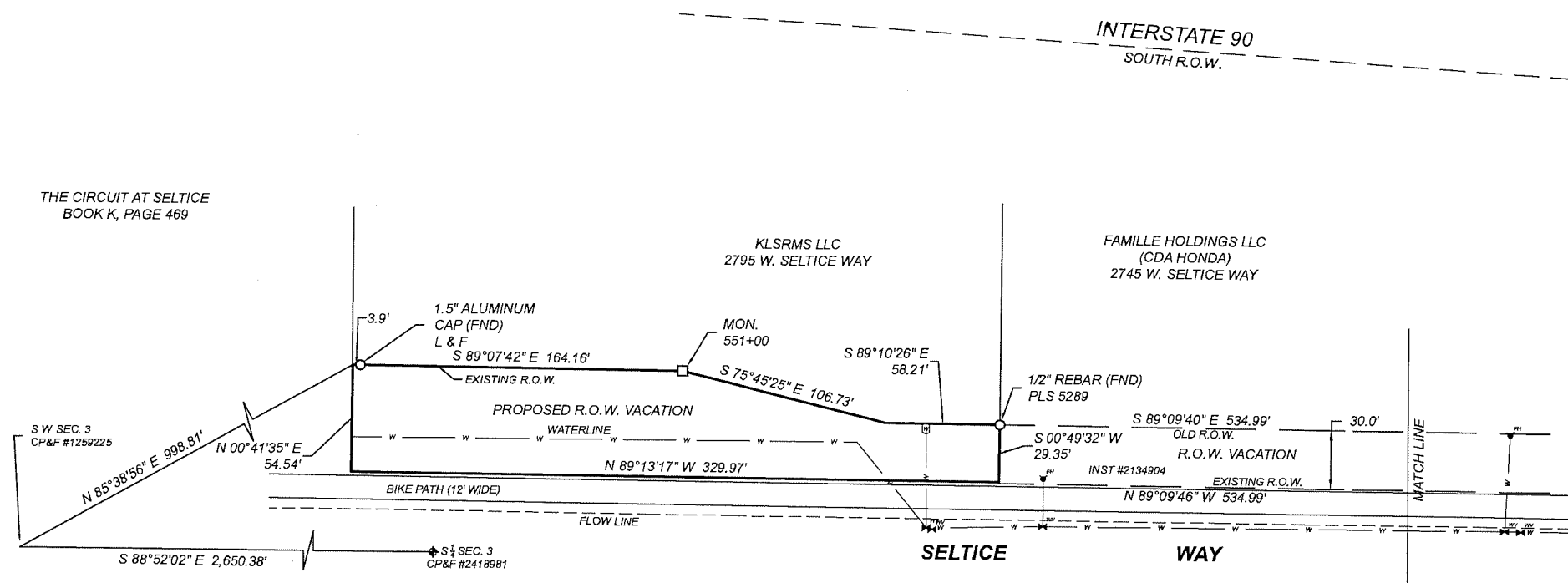
Seltice Way

RIGHT OF WAY VACATION MAP

SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INST. No. _____

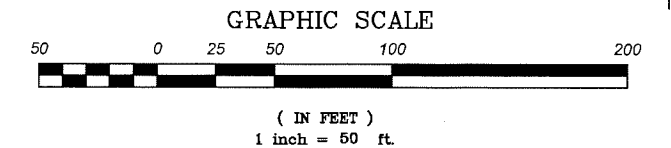
BOOK _____, PAGE _____



RECORDER'S CERTIFICATE

STATE OF IDAHO
 COUNTY OF KOOTENAI
 FILED THIS _____ DAY OF _____, 20____, AT _____ M.
 IN BOOK _____, PAGE _____ AT THE REQUEST OF FRAME & SMETANA,
 JIM BRANNON
 COUNTY RECORDER

DEPUTY _____
 \$5.00
 FEE _____



LEGEND

- MONUMENTS FOUND AS NOTED
- HIGHWAY R.O.W. MONUMENTS FOUND

REFERENCES

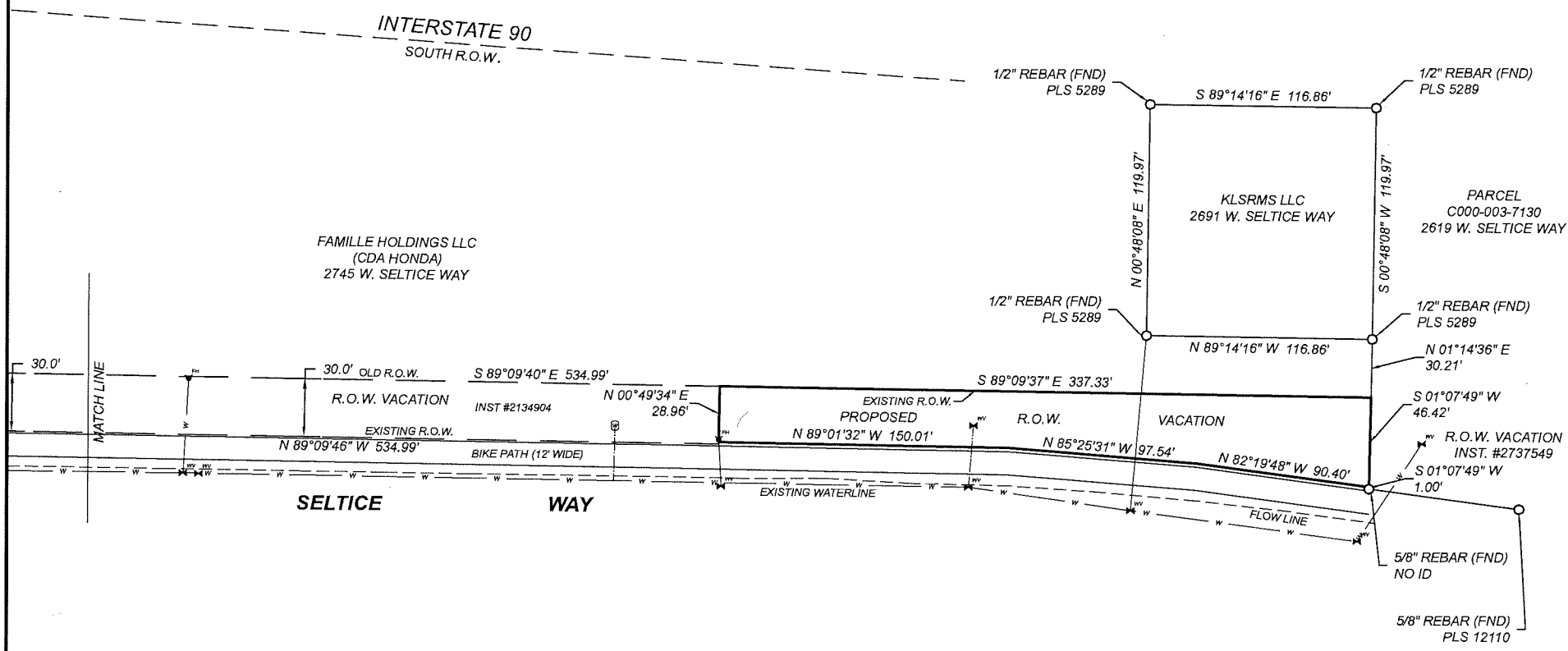
- CITY OF COEUR D'ALENE WATER PLANS.
- SELTICE WAY R.O.W. PLANS.
- PLAT OF THE CIRCUIT AT SELTICE, BOOK K, PAGE 469.
- ROS, BOOK 4, PAGE 429.
- ROS, BOOK 23, PAGE 452.
- ROS, BOOK 21, PAGE 92.
- R.O.W. VACATION INST. #2134904.
- R.O.W. VACATION INST. # 2737549.

BASIS OF BEARING

THE SOUTH LINE OF SECTION 3, S 88°52'02" E,
 RECORD S 89°07'20" E PER ROS BOOK 24, PAGE
 429.

NARRATIVE

THIS SURVEY FOR RIGHT-OF-WAY VACATION
 BASED ON SURVEYS OF RECORD, THE SELTICE
 WAY RIGHT-OF-WAY PLANS, PREVIOUS
 RIGHT-OF-WAY VACATIONS, INST. #2134904 AND
 INST. #2737549.



SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY
 CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS
 PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH
 THE LAWS OF THE STATE OF IDAHO, IN OCTOBER, 2018 AT THE
 REQUEST OF COEUR D'ALENE HONDA.

RUSSELL G. HONSAKER, P.L.S. #5289

RECORD OF SURVEY

SCALE: 1" = 50'
 DATE: 02/09/2021
 S.3,T50N,R4W JOB#C454
 DRAWN BY: JL
 FILE: C454

FRAME & SMETANA, PA
 Consulting Engineers
 603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph. (208) 564-2121 / Email: smetana@roadrunner.com

SHEET
 #1 OF #1

COUNCIL BILL NO. 21-1007
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF SELTICE WAY RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PARCEL OF LAND ADJOINING THE SOUTHERLY BOUNDARY OF THE COEUR D'ALENE HONDA AUTO DEALERSHIP AND TAX NO. 3599 IN THE 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.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated; NOW, THEREFORE,

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

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

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owners to the north.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on April 20, 2021.

APPROVED by the Mayor this 20th day of April, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-20-01, SELTICE WAY RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of Seltice Way right-of-way.

Such right-of-way is more particularly described as follows:

Attached Exhibits "A & B" are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-20-01, Seltice Way right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of April, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

VACATION DESCRIPTION

2-24-21

TWO PARCELS IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BASIS OF BEARING IS RECORD OF SURVEY BOOK 4, PAGE 429):

WEST PARCEL:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS N 89°07'20" W, 2650.38 FEET;

THENCE N 87°02'23" W, 1326.39 FEET TO THE SOUTHWEST CORNER OF VACATION ORDINANCE OF THE CITY OF COEUR D'ALENE NO.3324;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID VACATION ORDINANCE NO.3324, N 00°49'32" E, 0.65 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE N 89°13'17" W, 329.97 FEET TO THE EASTERLY BOUNDARY LINE OF THE PLAT OF THE CIRCUIT AT SELTICE;

THENCE ALONG THE SAID EASTERLY BOUNDARY LINE, N 00°41'35" E, 54.54 FEET TO THE EXISTING RIGHT-OF-WAY LINE OF SELTICE WAY;

THENCE ALONG THE EXISTING RIGHT-OF-WAY OF SELTICE WAY THE FOLLOWING COURSES: S 89°07'20" E, 168.06 FEET TO A FOUND RIGHT-OF-WAY MONUMENT, STATION 551+00;

THENCE S 75°45'25" E, 106.73 FEET;

THENCE S 89°10'26" E, 58.21 FEET TO THE NORTHWEST CORNER OF THE SAID VACATION ORDINANCE OF THE CITY OF COEUR D'ALENE;

THENCE S 00°49'32" W, 29.35 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.349 ACRE.

SUBJECT TO EXISTING EASEMENTS OF RECORD OR IN VIEW FOR UTILITIES AND INGRESS AND EGRESS.

EAST PARCEL:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, THE SOUTHWEST CORNER OF SAID SECTION 3 BEARS N 89°07'20" W, 2650.38 FEET;

THENCE N 85°36'21" W, 792.01 FEET TO THE SOUTHEAST CORNER OF VACATION ORDINANCE OF THE CITY OF COEUR D'ALENE NO.3324;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID ORDINANCE NO.3324, N 00°49'34" E, 1.02 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUING N 00°49'34" E, 28.96 FEET TO THE NORTHEASTERLY CORNER OF SAID ORDINANCE NO.3324;

THENCE ALONG THE EASTERLY PROJECTION OF SAID ORDINANCE NO. 3324, S 89°09'37" E, 337.33 FEET TO THE WESTERLY BOUNDARY OF PARCEL C-000-003-7130 AND THE NORTHERLY PROJECTION OF VACATION ORDINANCE OF THE CITY OF COEUR D'ALENE NO. 3646;

THENCE ALONG THE SAID WESTERLY BOUNDARY LINE OF SAID PARCEL C-000-003-7130, AND THE SAID NORTHERLY PROJECTION OF SAID ORDINANCE NO. 3646, S 01°07'49 W, 46.42 FEET;

THENCE LEAVING THE SAID WESTERLY BOUNDARY LINE, N 82°19'48" W, 90.40 FEET;

THENCE N 85°25'31" W, 97.54 FEET;

THENCE N 89°01'32" W, 150.01 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.258 ACRE.

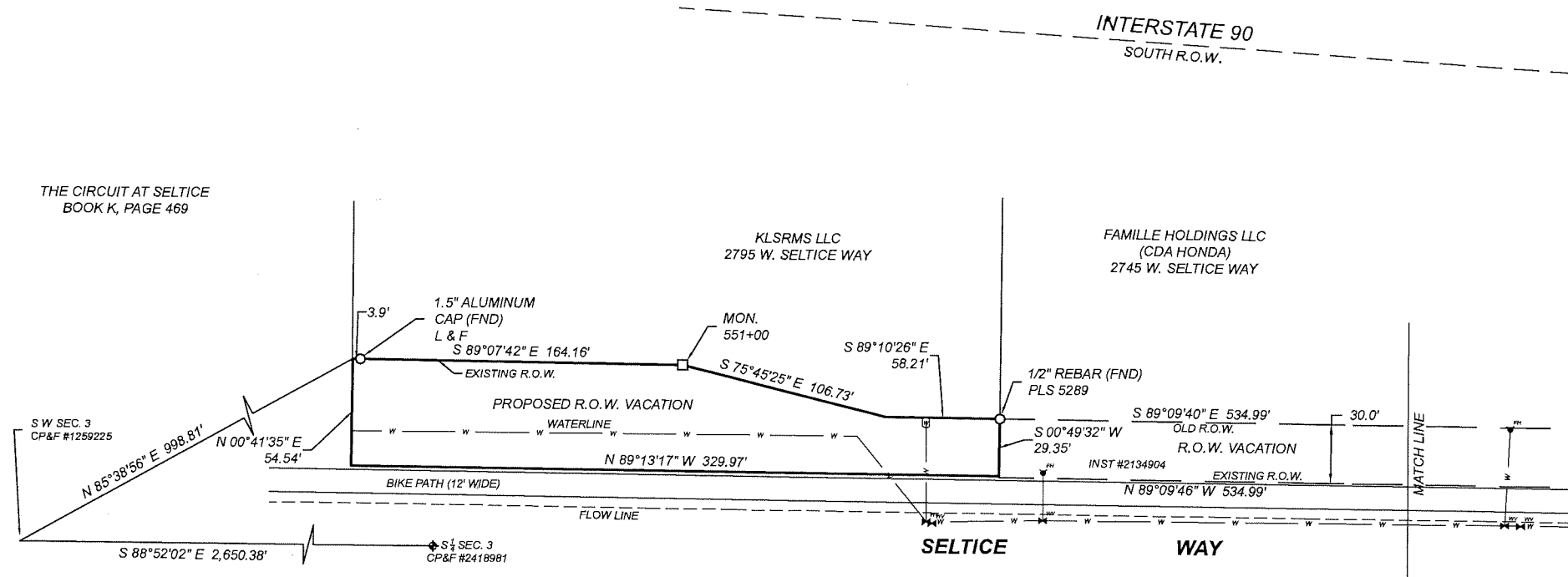
SUBJECT TO EXISTING EASEMENTS OF RECORD OR IN VIEW FOR UTILITIES AND INGRESS AND EGRESS.



RIGHT OF WAY VACATION MAP
 SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INST. No. _____

BOOK _____ , PAGE _____



RECORDER'S CERTIFICATE

STATE OF IDAHO
 COUNTY OF KOOTENAI

FILED THIS _____ DAY OF _____, 20____, AT _____ M.

IN BOOK _____, PAGE _____ AT THE REQUEST OF FRAME & SMETANA.

JIM BRANNON

COUNTY RECORDER

DEPUTY

\$5.00

FEE

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.

LEGEND

- MONUMENTS FOUND AS NOTED
- HIGHWAY R.O.W. MONUMENTS FOUND

REFERENCES

- CITY OF COEUR D'ALENE WATER PLANS.
- SELTICE WAY R.O.W. PLANS.
- PLAT OF THE CIRCUIT AT SELTICE, BOOK K, PAGE 469.
- ROS, BOOK 4, PAGE 429.
- ROS, BOOK 23, PAGE 452.
- ROS, BOOK 21, PAGE 92.
- R.O.W. VACATION INST. #2134904.
- R.O.W. VACATION INST. # 2737549.

BASIS OF BEARING

THE SOUTH LINE OF SECTION 3, S 88°52'02" E,
 RECORD S 89°07'20" E PER ROS BOOK 24, PAGE 429.

NARRATIVE

THIS SURVEY FOR RIGHT-OF-WAY VACATION
 BASED ON SURVEYS OF RECORD, THE SELTICE
 WAY RIGHT-OF-WAY PLANS, PREVIOUS
 RIGHT-OF-WAY VACATIONS, INST. #2134904 AND
 INST. #2737549.

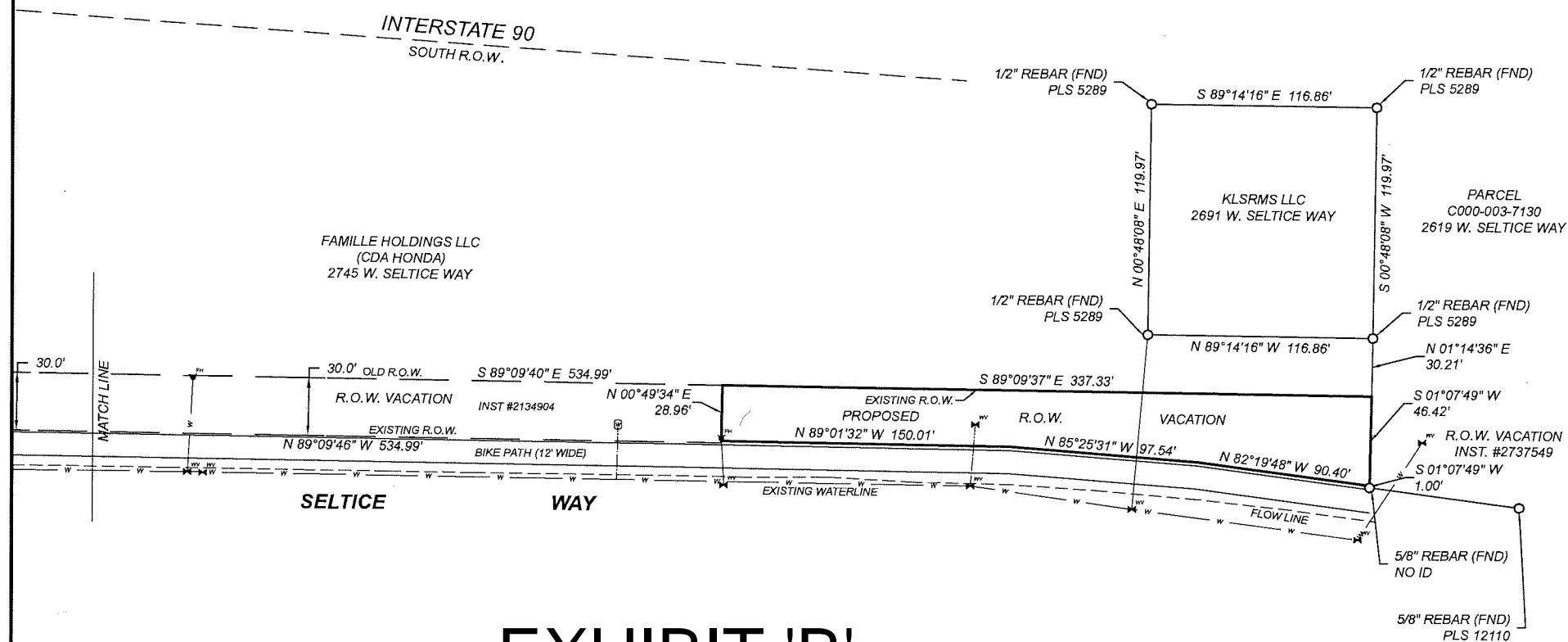
SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONSAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY
 CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS
 PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH
 THE LAWS OF THE STATE OF IDAHO, IN OCTOBER, 2018 AT THE
 REQUEST OF COEUR D'ALENE HONDA.



Russell G. Honsaker
 RUSSELL G. HONSAKER, P.L.S. #5289

EXHIBIT 'B'



RECORD OF SURVEY

SCALE: 1" = 50'
 DATE: 02/09/2021

S.3,T50N,R4W JOB#C454

DRAWN BY: JL
 FILE: C454

FRAME & SMETANA, PA
 Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph. (208)564-2121 / Email: smetana@roadrunr.com



SHEET
 #1 OF #1

CITY COUNCIL MEETING

STAFF REPORT

DATE: April 20, 2021

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-21-01, Vacation of a Portion of Undeveloped Right-of-Way Adjoining the Southerly Boundary of Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts in the City of Coeur d'Alene

DECISION POINT:

The applicant, Donald Smock, is requesting the vacation of a portion of undeveloped right-of-way that adjoins the southerly boundary of his property in Tract 335 of the Amended Plat of Hayden Lake Irrigated Tracts.

HISTORY:

The requested right-of-way was originally dedicated to the Public in 1910.

FINANCIAL ANALYSIS:

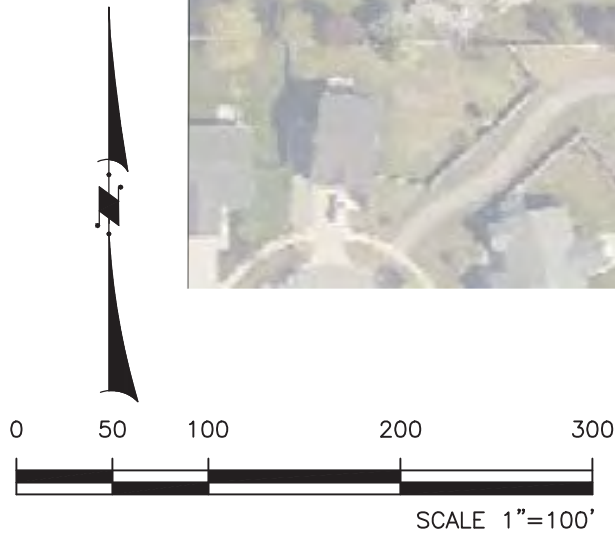
The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 12,574.5 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS:

The purpose of this request is to vacate a 20' foot strip of right-of-way originally dedicated for an irrigation line. The irrigation line is no longer needed and controlled by the Hayden Lake Irrigation District. The additional right-of-way can be incorporated into the development of the adjoining property. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. The Development Review Team was informed about this vacation and has no objection.

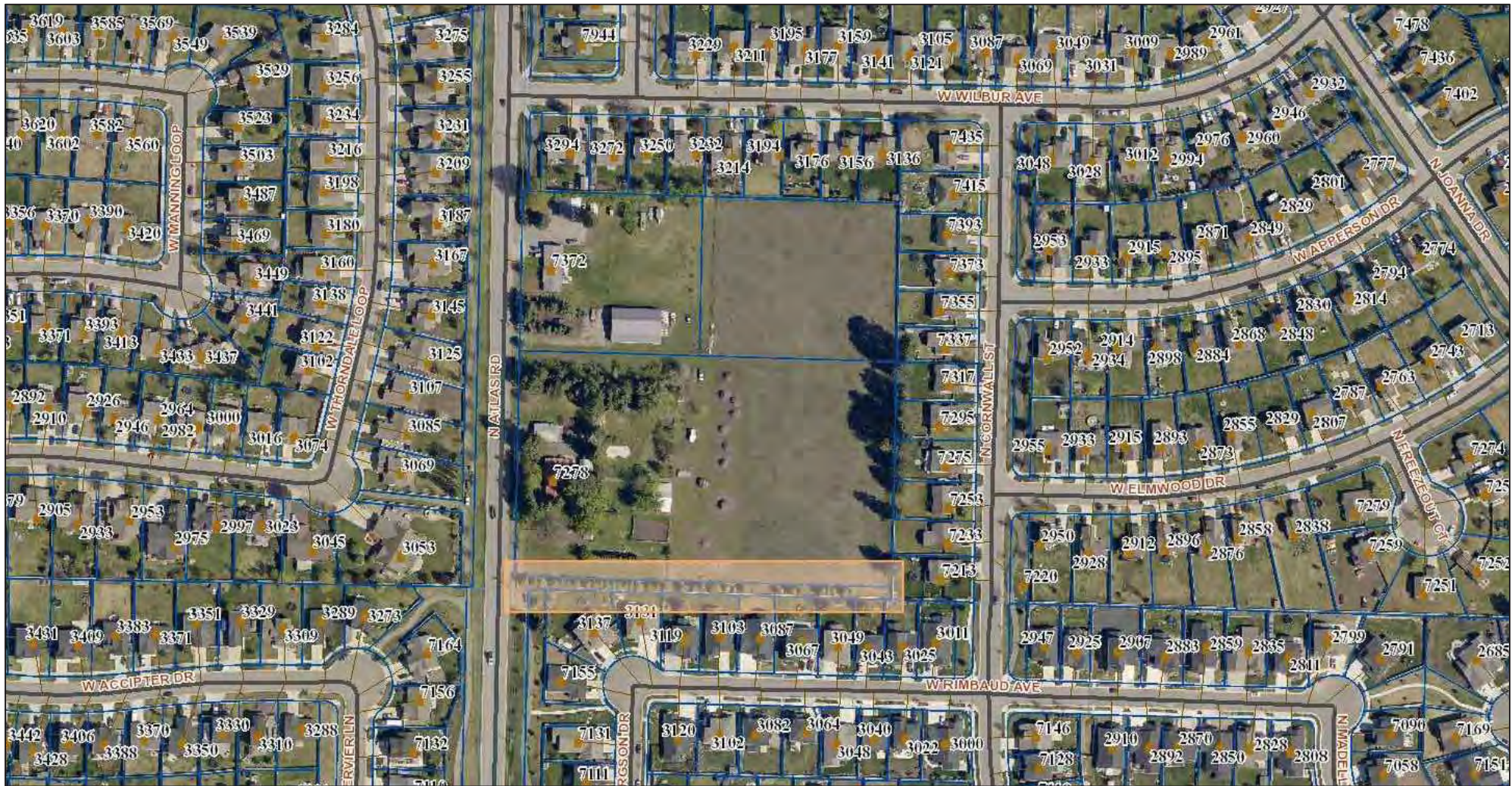
RECOMMENDATION:

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicant Donald Smock.



**EXISTING CONDITIONS MAP
7278 ATLAS RD.**

VAN HOUTEN CONSULTING & DESIGN
 PHONE: (208) 755-8512
 EMAIL: MERLE@VANHOUTENCD.COM
 DATE: 07/30/2020 FILE: CONCEPTUAL.DWG



NOT TO SCALE



**ROW VACATION VICINITY MAP
DELCARDO VILLAGE**

VAN HOUTEN CONSULTING & DESIGN
 PHONE: (208) 930-4000
 EMAIL: MERLE@VANHOUTENCD.COM
 DATE: 03/05/21 FILE: ROW VACA.DWG

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1008

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY LOCATED IN THE AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS ON PAGES 66 & 67, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TWENTY FOOT (20') WIDE STRIP OF LAND ADJOINING THE SOUTHERN BORDER OF TRACT 335 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated; NOW, THEREFORE,

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

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

Legal description and drawing, attached as Exhibits "A & B"

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owners to the north.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on April 20, 2021.

APPROVED by the Mayor this 20th day of April, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-21-01, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS UNDEVELOPED
RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating Amended Plat of Hayden Lake Irrigated Tracts undeveloped right-of-way.

Such right-of-way is more particularly described as follows:

Attached Exhibits "A & B" are on file in the City Clerk's office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-21-01, Amended Plat of Hayden Lake Irrigated Tracts undeveloped right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of April, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION OF

CITY OF COEUR D'ALENE RIGHT-OF-WAY VACATION BOUNDARY

PORTION OF SW1/4, NW 1/4 SEC. 27, TSHP. 51 N., RNG. 4 W., B.M., KOOTENAI COUNTY, IDAHO

December 14 2020

Being that portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho more particularly described as follows:

Commencing at the southwest corner of said northwest quarter;

Thence S88°17'47"E along the south line of said northwest quarter a distance of 30.00 feet to a point on the east right of way line of Atlas Road, said point being also on the westerly prolongation of the north line of Block 1 of "Coeur d'Alene Place 25th Addition" according to the plat thereof recorded in Book 'L' of Plats, Page 36, and said point being the TRUE POINT OF BEGINNING of this legal description;

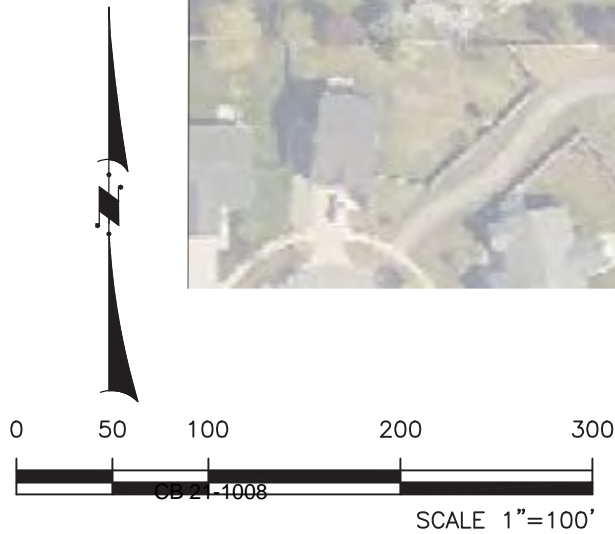
Thence N1°11'41"E along said east right of way line a distance of 20.00 feet to a point on a line parallel with and 20.00 feet north of (as measured perpendicularly to) said south line of the northwest quarter;

Thence S88°17'47"E along said parallel line a distance of 628.71 feet to a point on the west line of "Sunshine Meadow 7th Addition" according to the plat thereof recorded in Book 'J' of Plats, Page 192;

Thence S1°06'39"W along said west line a distance of 20.00 feet to the north line of Block 5 of "Coeur d'Alene Place 21st Addition" according to the plat thereof recorded in Book 'K' of Plats, Page 430;

Thence N88°17'47"W along said north line of Block 5 of "Coeur d'Alene Place 21st Addition" and along said north line of Block 1 of "Coeur d'Alene Place 25th Addition" and along said westerly prolongation thereof a distance of 628.74 feet to the True Point of Beginning.





EXISTING CONDITIONS MAP
7278 ATLAS RD.

VAN HOUTEN CONSULTING & DESIGN
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EMAIL: MERLE@VANHOUTENCD.COM
DATE: 07/30/2020 FILE: CONCEPTUAL.DWG