

**WELCOME**

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

**AGENDA**

**VISION STATEMENT**

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

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

**April 1, 2025**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Phil Altmeyer: Union Gospel Mission

**C. PLEDGE OF ALLEGIANCE:**

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

**E. PRESENTATION:**

- 1. Proclamation – Fair Housing Month – April 2025

**Accepted by: Jennifer Smock, Board President, Coeur d'Alene Regional Realtors Association**

- 2. Presentation – Idaho Disaster Dogs Update

**Presented by: Cody Moore, Firefighter Paramedic**

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

**G. ANNOUNCEMENTS:**

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the March 18, 2025 Meeting.
2. Approval of General Services/Public Works Committee Meeting for March 24, 2025
3. Setting of the General Services/Public Works Committee Meeting at Noon on April 7, 2025.
4. Approval of Bills as Submitted.
5. Approval of SS-24-11 Chatfield Final Plat

**As Recommended by the City Engineer**

6. Approval of **Resolution No. 25-013**
  - a. Surplus of three vehicles assigned to the Parks and Recreation Department to be surplus and authorize the sale of these vehicles at auction  
**As Recommended by the General Services/Public Works Committee**

- b. Professional Services Agreement with Associated Underwater Services, Inc. for Professional Diving and Underwater Surveying Services for the Wastewater Outfall Investigation and Conditional Assessment Project

**As Recommended by the Capital Programs Manager**

**I. OTHER BUSINESS:**

1. **Resolution No. 25-014** - Declaration of various pieces of used signal equipment and related items as surplus and authorization to donate these items to the City of Lewiston, Idaho

**Staff Report by: Todd Feusier, Streets & Engineering Director**

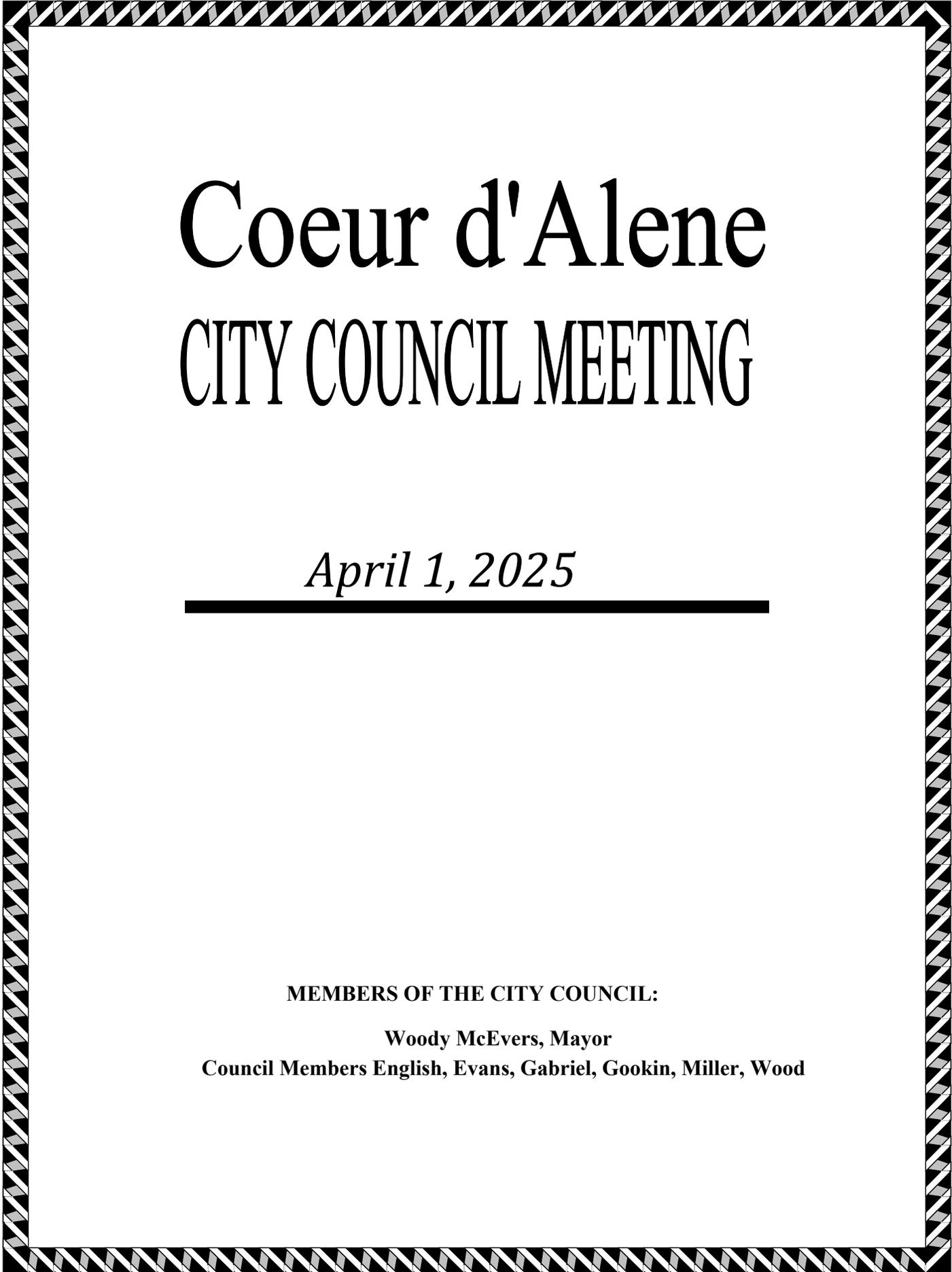
2. **Council Bill No. 25-1008** - Approval of amendments to M.C. §§ 12.28.180 (G), 12.28.210(A), 12.28.210(C), and 12.28.240, to increase the building permit threshold for curb and sidewalk installation requirement to \$45,000, and removing Priority Pedestrian Corridors from the exceptions.

**Staff Report by: Chris Bosley, City Engineer, Streets & Engineering Department**

**Staff Report by: Monte McCully, Trails Coordinator**

**J. ADJOURNMENT**

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



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 1, 2025*

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**MEMBERS OF THE CITY COUNCIL:**

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

# PRESENTATIONS

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability, and family status; and

WHEREAS, it has been 57 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the on-going efforts of the many organizations, housing and service providers through continued education, and outreach in regard to fair housing;

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2025 as

**"FAIR HOUSING MONTH"**

In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 1<sup>st</sup> day of April, 2025.



*Woody McEvers*  
Woody McEvers, Mayor

ATTEST:

*Renata McLeod*  
Renata McLeod, City Clerk



# Coeur d'Alene Fire Department Canine Team

## Urban Search and Rescue

**Idaho Disaster Dogs**

1

## Search and Rescue



- To search for and provide aid to people in distress or imminent danger

2

# Types of Search and Rescue

- Urban Search and Rescue (USAR)
- Local Search and Rescue (SAR)
- Wilderness Team
- Ski Patrol/Avalanche
- Maritime Rescue
- Mountain Rescue
- Combat and Military SAR
- Etc



3



## What is USAR?

- USAR is a specific discipline of Search and Rescue (SAR)
- The mission is focused on technical rescue
- Locate, Extricate and Medically Stabilize

4

# Who are we?



- Idaho State created 3 USAR Teams
- Canine Team was established in 2005
- IDD was created as a fundraising mechanism

5

## Deploy

- Local/Mutual Aid
- State
- Federal



6

# Training



- Countless hours
- All dogs get certified

7

# Training never ends...



8





# Obedience

- Socialization
- Heeling
- Down/Stay
- Crate Training
- Emergency Stop
- Etc

9

# Agility



- Blind Tunnels
- Wobbly Surfaces
- Uneven Surfaces
- Crawl
- Ladders
- High plank
- Directionals
- Teeter-Totter
- \*Be Creative\*

10

# Search

- The actual reason we are here...
  - A Game of Hide and Seek
  - Bark Alert
  - Rescue vs. Recovery



11



## Air scent vs. Tracking

12

# Why Air Scent?

- In USAR there is often no trail to track
- Clear a rubble pile faster
- Also allows us to function in multiple disciplines



13

# Notable Deployments

- Hurricanes
  - Georgia
  - Hawaii Kona
  - Hawaii Maui
- Oso Mudslide
- Oregon Wildfires
- Silver Mountain Avalanche
- Many local Searches



14



# Thank You Sponsors

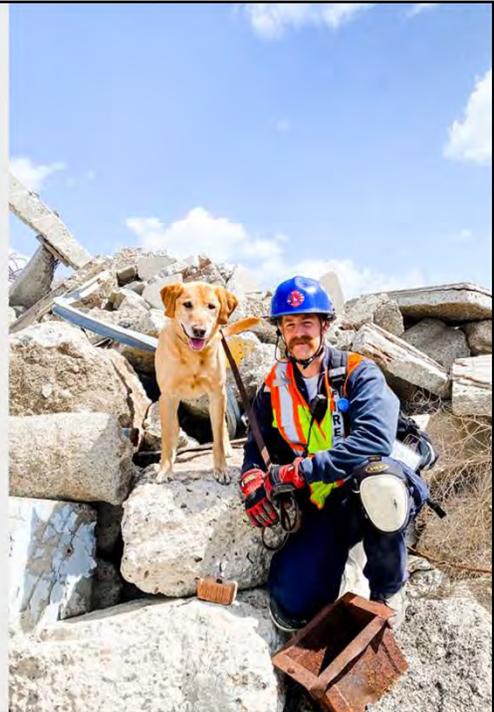
- City of CDA
- Northwest Pet Resort
- Rathdrum Animal Clinic
- Donors
- Fundraisers



15

# Fundraising

- Murphy gets a job



16

# WE APPRECIATE YOUR SUPPORT!



COEUR D'ALENE  
IDAHO TECHNICAL RESCUE TEAM  
STATE OF IDAHO  
TASK FORCE 1

17



# Any Questions?

18

# ANNOUNCEMENTS

# CONSENT CALENDAR

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

March 18, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on March 18, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

**INVOCATION:** Raydeane Owens of the Heart of the City Church led the invocation.

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

**PURPLE DAY FOR EPILEPSY AWARENESS:** Councilmember Gookin read the Proclamation declaring March 26, 2025 as Purple Day for Epilepsy Awareness. Mickaela Wilson accepted the Proclamation and thanked the City Council for recognizing Purple Day for epilepsy awareness. She explained that this proclamation is significant as it highlights a cause that has deeply impacted her life and many others. Purple Day, observed annually on March 26th, was founded in 2008 by a young girl with epilepsy to raise awareness and reduce stigma. She encouraged everyone to take a free seizure recognition first aid course available online through the Epilepsy Foundation. She also expressed gratitude to the Fire Department and Police Department for their commitment to community health and safety. Fire EMS Officer Steven Jones thanked the City Council and stated that the Coeur d'Alene Fire Department have responded to over 290 seizure-related calls for service in 2024, and he emphasized the importance of awareness, education, and support for those with epilepsy. He added that the firefighters will wear purple ribbons on March 26 and encourage the community to join them in wearing purple to show support.

**MID-YEAR FINANCIAL UPDATE:** Finance Director Katie Ebner provided a high-level overview of the city's financial status for the current fiscal year, focusing on the General Fund. The financials for the first five months show that revenues are on track in relation to prior year budgets and the adopted budget. Payroll expenditures are also showing savings in the first five months due to unfilled positions. However, Ms. Ebner noted that these unfilled positions strain staff and affect services. As of February, the General Fund revenue collection has increased proportionally compared to the previous two years. However, intergovernmental revenues are slightly down due

to reduced state payments, including highway user funds and liquor tax. The decrease in intergovernmental revenue is partly due to the absence of ARPA funds in the 2025 budget, which was present in 2024. Ms. Ebner discussed the challenges in projecting general fund expenditure, particularly non-employee-related costs, due to the irregular timing of purchases and one-time projects. Payroll expenditures, which show a predictable trend, were analyzed using a method that compares current expenditures to those of previous years. This analysis revealed that the city is on track to achieve savings in payroll expenditures for FY25, primarily due to unfilled positions. Ms. Ebner emphasized the importance of filling these vacancies to maintain service quality for citizens. Councilmember Wood inquired about the reason for unfilled positions with Ms. Ebner explaining that the situation varies by department, with some experiencing turnover. She mentioned about turnover and competition with nearby municipalities, such as those in Washington, pose challenges. Councilmember Wood asked Mr. Tymesen if the city is holding any approved positions that can't be filled. Mr. Tymesen confirmed that the city is not holding any positions. He noted that the Finance Department has experienced some unusual movement and that there is an open Planning Department position due to a retirement.

Ms. Ebner stated projected savings of about \$400,000 in the General Fund. However, unbudgeted requests during the budget amendment process, often due to unexpected resignations or retirements and associated unused leave payments, could offset these savings. The savings from unfilled positions are considered one-time and cannot be allocated to ongoing costs unless those positions are permanently removed from the budget. Additionally, the current year's budget was built with the use of some fund balance to support operations, so these savings will help reduce the need to dip into the fund balance as much as initially expected. Ms. Ebner added that personnel costs will continue to be reviewed to adjust savings calculations. Savings from unfilled positions are temporary unless the unfilled FTE (full-time equivalency) is permanently removed from the budget. Councilmember Gabriel inquired about the health of the fund balance. Ms. Ebner responded that the city currently meets the GFOA requirements, which is beneficial for cash flow. She noted that the city has an ongoing budget situation regarding operational support, which was discussed during the budget setting process for the coming years. The fund balance will be useful in addressing this current budget situation.

#### **PUBLIC COMMENTS:**

Brian Engdahl, Post Falls, stated that as the owner of Chalice Brewing, he is excited about the possibility of adding outdoor seating to his establishment, with the permit up for Council approval tonight. He mentioned that he is available to answer any questions from the Council. Councilmember Gookin noted that he had reviewed the application and asked Mr. Engdahl if he found the paperwork excessive. Mr. Engdahl replied that while it was a fair amount of paperwork, he is hopeful to meet all the requirements. Councilmember Gookin then inquired if the application is for the taco truck usually stationed at the back, to which Mr. Engdahl confirmed it does.

Mike Gridley, Coeur d'Alene, expressed his gratitude to the Council for their response following the recent town hall incident. He thanked them for defending First Amendment rights and the Constitution, specifically acknowledging Police Chief Lee White and Chief Deputy City Attorney Ryan Hunter for their swift and accurate interpretation of the Constitution. Mr. Gridley mentioned that he feels safe wearing a jersey at public events, knowing he won't be threatened or assaulted

for cheering for his team. He thanked the Council for their efforts and support, encouraging them to continue their good work.

### **ANNOUNCEMENTS:**

Mayor McEvers extended his condolences to the family and friends of the late Ken Thompson, who served the City of Coeur d'Alene from 1983 to 2000 in various roles, including City Treasurer, Finance Director, and City Administrator. He highlighted Mr. Thompson's dedication to maintaining the city's good financial standing and expressed gratitude for his many years of service.

Mayor McEvers requested the appointments of Kevin Jester and Denise Lundy to the Design Review Commission, and J.D. Reeves to the Urban Forestry Committee.

**MOTION:** Motion by Evans, seconded by Miller to appoint Kevin Jester and Denise Lundy to the Design Review Commission and J.D. Reeves to the Urban Forestry Committee.

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

### **CONSENT CALENDAR:**

1. Approval of Council Minutes for the March 4, 2025 Council Meeting.
2. Approval of the March 10, 2025 General Services/Public Works Committee Minutes.
3. Setting of the March 24, 2025 General Services/Public Works Committee Meeting.
4. Setting of a public hearing for **April 15, 2025** – ZC-2-25; a zone change from R-17 to C-17, R-3 to C-17L, and C-17 to R-3, and amendments to the Annexation and Development Agreement on property North of I-90 and Woodside Ave., South of West Hanley Ave, East of Huetter Rd., and West of Atlas Rd., commonly known as “Coeur Terre.”
5. Approval of Outdoor Eating Facility Permit for Chalice Brewing, 413 E. Sherman Avenue
6. Approval of Bills as Submitted.
7. Approval of Financial Report.
8. Approval of a Final Plat – SS-25-01c, Duffield Place
9. Approval of **Resolution No. 25-012** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FOLLOWING: THE PURCHASE OF ELECTRONIC CITATION SOFTWARE FOR LAW ENFORCEMENT FROM SALTUS TECHNOLOGIES, A/K/A DIGITICKET, WITH A PURCHASE PRICE OF \$69,324.00, AND AN ANNUAL FEE BEGINNING IN YEAR TWO OF \$15,163.00; AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR DRUG ENFORCEMENT AGENCY (DEA) APPLICATION PROGRAMMING INTERFACE (API) ACCESS TO AUTOMATED LICENSE PLATE READER (ALPR) DATA; A MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY; AN ADVANCE NOTIFICATION POLICY FOR TRAFFIC CONTROL; AND DECLARATION OF VARIOUS PIECES OF USED EQUIPMENT AS SURPLUS AND AUTHORIZATION FOR THE SALE OF THE PROPERTY AT AUCTION.

**MOTION:** Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-012**.

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

**RE-ADOPTION OF ORDINANCE 3745a – A-2-24 JBR Landholdings, LLC–3415 N. 15<sup>th</sup> St.**

**COUNCIL BILL 24-1023**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-12 (RESIDENTIAL AT 12 UNITS PER ACRE); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** Municipal Services Director Renata McLeod noted in her staff report that on December 17, 2024, Council adopted Ordinance 3745, annexing approximately 2.116 acres of land at the request of the owner, JBR Landholdings, LLC. State law provides that an annexation ordinance will be effective upon publication. Additionally, Idaho Code §§ 50-901 and 50-222(6) require the City to publish a summary of an annexation ordinance within 30 days of passage. She explained that this Ordinance was inadvertently not published within 30 days of its passage and, therefore, cannot go into effect. Therefore, she requests that Council readopt the ordinance as Ordinance 3745-a. Staff will then publish it within thirty days so that it becomes effective. The City Attorney has determined that the Council need not redo any of the meetings, hearings, discussion, etc., preparatory to adoption of the Ordinance.

**DISCUSSION:** Councilmember Evans stated that this is a housekeeping item given that Council has seen and decided on this before.

**MOTION:** Motion by Evans, seconded by Gookin, to dispense with the rule and read **Ordinance 3745-a** once by title only.

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

**MOTION:** Motion by Evans, seconded by Gabriel, to adopt **Ordinance 3745-a**.

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

## COUNCIL BILL 25-1006

AN ORDINANCE GRANTING TO KOOTENAI ELECTRIC COOPERATIVE, INC., A NON-PROFIT CORPORATION EXISTING AND ORGANIZED UNDER THE LAWS OF THE STATE OF IDAHO, AND ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS "KEC," THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, OPERATE, AND USE WIRES FOR CONVEYING ELECTRICITY FOR ELECTRIC LIGHT, ELECTRIC HEAT, AND ELECTRIC POWER PURPOSES; FURTHER, THE CITY GRANTS TO KEC THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO ERECT, CONSTRUCT, MAINTAIN, OPERATE, AND USE WIRES FOR TELEPHONE PURPOSES IN ITS PRIVATE BUSINESS, AND TO ERECT POLES AND OTHER NECESSARY SUPPORTS THEREFOR, TOGETHER WITH CROSS-ARMS AND OTHER EQUIPMENT; FURTHER, THE CITY GRANTS TO KEC THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO CONSTRUCT CONDUITS ON, OVER, ALONG, UNDER, AND ACROSS THE STREETS AND ALLEYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COEUR D'ALENE, IDAHO, AS THEY NOW EXIST OR AS THEY MAY HEREAFTER BE CHANGED; FURTHER, KEC SHALL HAVE THE RIGHT TO CUT AND TRIM ANY AND ALL TREES GROWING IN OR OVER THE STREETS OR ALLEYS OF THE CITY OF COEUR D'ALENE, IDAHO, THAT INTERFERE WITH ANY OF ITS WIRES, POLES, CONDUITS, OR OTHER APPARATUS; FURTHER, THAT SAID NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE SHALL BE FOR A PERIOD OF THIRTY-FIVE (35) YEARS; FURTHER, RESERVING CERTAIN RIGHTS WITH REFERENCE THERETO TO THE CITY OF COEUR D'ALENE; PROVIDING FOR STANDARD SERVICE AND RATES; PROVIDING FOR A FRANCHISE FEE OF 5% OF KEC'S GROSS OPERATING REVENUE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** City Attorney Randy Adams requested Council to approve the new franchise agreement with Kootenai Electric Cooperative, Inc. (KEC) for a term of thirty-five (35) years, with a franchise fee of 5% of its gross revenues, paid on a quarterly basis. He explained that the previous agreement, adopted in 1978, had a 25-year term, with KEC paying the City 3% of its gross operating revenue quarterly. In 1993, the city increased the franchise fee to 5%, and in 1995, extended the term to 35 years. This term expired in August 2013, but it went unnoticed. KEC continued to pay the franchise fee, and the city continued to accept it. Recently, KEC's new general counsel discovered the expired agreement and contacted Mr. Adams. After several discussions, KEC agreed to a new franchise agreement under the same terms: a 35-year term with a 5% franchise fee. Mr. Adams stated that the city and KEC have enjoyed a cooperative relationship over the years and look forward to continuing this partnership. He mentioned that staff prepared the new agreement with minor language changes and recommends Council's approval.

**DISCUSSION:** Councilmember English inquired whether the 5% fee is increased annually or if it represents 5% of the utility's total revenue. Mr. Adams explained that, according to the statute passed after the original franchise agreement, a city can charge up to 1% of a utility's gross operating revenue unless the utility agrees to a higher percentage, up to 3%. However, if there is an existing franchise agreement with a higher percentage, and the utility consents, the city can

charge that greater percentage. In this case, Kootenai Electric Cooperative (KEC) agreed to the 5% fee from the existing agreement. Councilmember English then asked if this arrangement is similar to other utility agreements, to which Mr. Adams confirmed that Avista also pays 5%. Councilmember Gookin recalled that the franchise fee was raised to 5% to help fund improvements to Ramsey Road. Mr. Adams clarified that while the agreement doesn't specifically mention Ramsey Road, it does address roadway maintenance. Councilmember Gookin noted that the fee increase was timely, as state statute changes later limited the fee to 3%. Mr. Adams confirmed that the additional 2% in the new franchise agreement is also dedicated to roadway maintenance.

**MOTION:** Motion by Gookin, seconded by English, to dispense with the rule and read **Council Bill No. 25-1006** once by title only.

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

**MOTION:** Motion by Gookin, seconded by English, to adopt **Council Bill No. 25-1006**.

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

(QUASI-JUDICIAL PUBLIC HEARING) ZC-1-25 – A ZONE CHANGE FROM C-17PUD TO C-17L ON A PARCEL MEASURING 0.213 ACRES, LOCATED AT 213 E. HARRISON AVENUE

### **COUNCIL BILL NO. 25-1007**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM C-17PUD TO C-17L, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PARCEL MEASURING +/- 0.213 ACRES LOCATED AT THE NORTHWEST CORNER OF E. HARRISON AVENUE AND N. 2<sup>ND</sup> STREET, COMMONLY KNOWN AS 213 E. HARRISON AVE, COEUR D'ALENE, ID; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**STAFF REPORT:** Senior Planner Sean Holm noted that the applicant, Aaron Mote, is requesting for Council's approval for a zone change from C-17PUD to C-17L for property located at the northwest corner of E. Harrison Avenue and N. 2<sup>nd</sup> Street, commonly known as 213 E. Harrison Avenue. He stated that legal notices were sent out: mailing sent on February 28, 2025, publication in the CDA Press on March 1, 2025, and notice posted on the said property on March 10, 2025. At their public hearing on February 11, 2025, the Planning Commission considered the applicant's request for a zone change and after deliberation, the Commission voted 4-1 to recommend approval of a zone change to C-17L instead of the requested C-17. The Commission found that C-17L better aligns with the surrounding land uses and the intent of the Comprehensive Plan while still allowing

for reasonable development opportunities. The recommendation reflects the Commission's determination that C-17L provides an appropriate transition in intensity while maintaining compatibility with adjacent properties. Mr. Mote has indicated that, if this zone change request is approved, he intends to use the property for a professional management office in the existing residential structure and build a Caretaker's Unit which requires that somebody related to the applicant or an employee live in the said unit. As a background on the said property, Mr. Holm recalled that Frank K. Myers and Julie A. Clovis applied to rezone 213 Harrison Avenue from R-1 (Residential One) to C-1aL-PUD (Commercial One-A Limited / Planned Unit Development) to convert the residence into an insurance/real estate office. The Planning Commission recommended approval on February 12, 1980, with the condition that the structure retains a residential style, citing alignment with the Comprehensive Plan and Neighborhood Service designation. The City Council approved the zone change on April 1, 1980, after considering traffic feasibility, with conditions including maintaining the residential appearance and installing 8-foot sidewalks. Ordinance No. 1611 detailed these conditions.

Mr. Holm explained that there are four key findings required for a zone change: this proposal is in conformance with the Comprehensive Plan; that public facilities and utilities are available and adequate for the proposed use; that the physical characteristics of the site do make it suitable for the request at this time; and that the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing land uses. He stated that the area in question was designated as a compact neighborhood during the development of the comprehensive plan, balancing existing conditions with the protection of single-family neighborhoods. He noted that compact neighborhoods are medium-density residential areas primarily located in older locations of Coeur d'Alene, featuring an established street grid pattern with bicycle and pedestrian facilities. Compatible zoning for these areas includes R12 (Residential at 12 units per acre), R17 (Residential at 17 units per acre), MH-8 (Mobile Home District at 8 units per acre), NC (Neighborhood Commercial), and CC (Community Commercial). He mentioned that there was a considerable discussion at the Planning Commission level about various zoning, particularly NC and CC, which do not permit caretakers' units unless they are on the second floor or below grade. Mr. Holm pointed out that this posed a challenge for the property in question, as the existing home is at a single level, making modifications like tearing off the roof a significant undertaking. The existing zoning map shows various zones, including C-17 PUD and residential areas, with the C17L district intended for low-density commercial use. This district serves as a transition between residential and commercial areas and requires special use permits for certain activities. The proposed zone change would allow administrative or professional office space, with potential limitations based on property size and use. The land use map indicates civic and commercial uses nearby, with some vacant properties. Mr. Holm mentioned that city departments have indicated that water and wastewater services are available for commercial use of the subject property. Sidewalks, hydrants, and stormwater will be addressed at the time of construction. The City Engineer has indicated that the proposed two business offices and a caretaker's unit could generate 18 additional trips per day but is not expected to adversely affect traffic. The Police Department was also contacted, and they have no comments. Lastly, Mr. Holm stated that the two types of use that best fit the applicant's intentions are administrative office or professional office space. If the City Council approves the zone change, these uses would be allowed by right unless specific limitations are placed on the property.

**DISCUSSION:** Councilmember Gookin asked if there was any data on what was included in the Planned Unit Development (PUD). Mr. Holm confirmed that it was limited to insurance or real estate sales only and explained that since the zone change and PUD were predicated together, staff felt it necessary to bring the matter back to the Council for review. Councilmember Gookin inquired about the parking requirements for C17L, which Mr. Holm clarified are based on the use, with office space requiring one stall per 330 square feet. Councilmember Gookin questioned the adequacy of parking for any use of the property, to which Mr. Holm responded that the current parking covers residential use, but if approved, the applicant would need to pull a building permit to upgrade and build the Accessory Dwelling Unit (ADU), at which point parking would be reassessed. Councilmember Gookin asked about future parking needs if the property is sold and used for a classroom, and Mr. Holm confirmed that parking would be reevaluated when the building is modified. Councilmember Gookin also noted the requirement for a sidewalk on 2nd Street, which Mr. Holm said would be determined by the City Engineer.

**APPLICANT:** Aaron Mote, Coeur d'Alene, explained that when he bought the property, he didn't fully understand the zoning implications. They intended to use it as office space and were excited to buy what he thought was commercially zoned property. However, he didn't know what Planned Unit Development (PUD) meant and should have asked more questions at the time. After submitting building plans with adequate parking to the city, he learned they couldn't proceed until the PUD was removed. This has been the situation for the past 5-6 months since submitting the plans in November. He hopes to use the property as C17L, based on recommendations from the Planning Department. After discussing various options, he stated that it seemed sensible to drop the PUD in the application process. Mr. Mote stated that C17L appeared to be more fitting.

**PUBLIC TESTIMONY:** Mayor McEvers opened the public testimony portion of the hearing with the Clerk swearing in those who will testify.

Lora Dawson, Coeur d'Alene, expressed her opposition to the zone change request citing several changes in the application and a lack of clarity about the property's future. She mentioned a lack of follow-through on previous commitments, including unresolved issues from last summer. She voiced concerns about the potential impact on the neighborhood, noting that while they are not opposed to office space or a caretaker's unit, the approval would allow various uses that might not be suitable for the area. Ms. Dawson highlighted issues such as broken fences, increased traffic, and difficulties with parking, which were exacerbated by the city's growth and the presence of Trader Joe's. She concluded by reiterating her opposition to the zone change.

Councilmember Wood asked Ms. Dawson if she would feel better if Mr. Mote could provide the assurances he presented to the Council tonight, considering that she mentioned having no issues to the commercial office and caretaker's unit. Ms. Dawson responded affirmatively, noting that it would also make the neighbors feel better. She expressed concerns about the changes and lack of clarity regarding the property's future, highlighting the difference between caregivers and caretakers. She mentioned past issues with caregivers in the neighborhood and the presence of homeless shelters, which have made the area feel unsafe. She agreed with the idea of the caretaker's unit but emphasized the need for consistency and clarity about the plans, particularly regarding parking. Councilmember Wood reassured her that these questions should be addressed tonight and encouraged her to have more conversation with Mr. Mote being her neighbor.

Councilmember English inquired about the current use of the subject property, questioning whether it is a residential rental or used for commercial purposes during the day. Mr. Mote clarified that the property is currently vacant. He explained that he owns a business and brings his employees to the area, mentioning that they came up last summer. He noted that there were some issues regarding his employees, and he faced many challenges defending them. Mr. Mote stated that he would continue to use the property as a residential space if his request is not approved. However, his intention is to invest significantly in the property to enhance its beauty and make it a valuable part of midtown. He also expressed his appreciation for his good neighbors.

Bob Riggs, Coeur d'Alene, noted that he submitted a written testimony and expressed opposition to the zone change. He stated that his property is one block north of Mr. Mote's property and that his house turned 100 years old this year. His intention is to restore the house and develop the other three lots in a way that complements the restoration. Mr. Riggs expressed concern about how any development on Mr. Mote's property will relate to his plans for his own property. Specifically, he worries that changing the zoning from PUD to L will allow various uses that might not be compatible. While he doesn't have an issue with office space, he suggested that the PUD could be retained and reworded to accommodate Mr. Mote's stated intentions. Additionally, Mr. Riggs mentioned that traffic is a significant concern. He is worried that Mr. Mote's development might further increase traffic going north on 2nd Street, impacting the residential area. In his written comments, he suggested that vehicular access to the development should be strictly from Harrison Avenue, with no traffic looping through the property to 2nd Street. He also recommended city signage on 2nd Street to prevent business-related parking that could interfere with residential parking.

Councilmember Wood asked if Mr. Riggs is not really opposed to the office space. Mr. Riggs responded that he is not opposed and believes it makes sense to have a commercial development at that location given the amount of traffic on Harrison Avenue. However, he emphasized that it should be done in a way that preserves the residential character of the greater neighborhood.

Mr. Mote stated that during the previous Planning and Zoning meeting, they were attentive to the comments made and have taken them into account. He mentioned that their proposed entry is off Harrison Avenue, and they are planning to push the building as far back into the back left corner as possible to maximize parking space. He added that designating residential parking on the driveway to the right works well for him and is part of his plan. He concluded by saying that if it needs to be written, he is fine with that. Councilmember Wood acknowledged that it seems like there isn't strong opposition to the office space and that everyone appears to be good neighbors who get along well. She mentioned that Ms. Dawson is looking for some assurance that the development will proceed as agreed. She added that the conditions have been included in the agreement and asked Mr. Mote if he has no issues with them. Mr. Mote stated that his use has been specified and explained that if the zoning is changed, the project will move forward within the next three months, with permits being submitted and modifications made to ensure compliance.

Councilmember Wood asked Mr. Holm regarding feedback on traffic and city signage. Mr. Holm noted that City Streets and Engineering follow the Manual on Uniform Traffic Control Devices

(MUTCD) standards for signage placement and that there was a prior condition for traffic to use Harrison Avenue as access instead of 2nd Street.

Councilmember Gookin asked about the new egress on Harrison Avenue, to which Mr. Mote responded that he plans to apply for the process and confirms that the intention is to enter through Harrison Avenue. He explained that the garage on the property line would need to be demolished for any other access, which he is not planning to do. Therefore, the most reasonable solution is to use the area for parking and enhance the landscaping. Councilmember Gookin inquired if the driveway on 2nd Street would be abandoned, and Mr. Mote confirmed it would be used for residential parking. He mentioned that this arrangement works well for him and makes sense for the neighbors. Councilmember Gookin then asked if he really wants to pay to add a sidewalk on 2nd Street because there is no sidewalk there now, to which Mr. Mote suggested that a blinking light for safety might be more appropriate on Harrison Avenue. He emphasized the safety concerns with the current traffic situation. Councilmember Miller asked about restricting business customers from parking on 2nd Street, which is a public street, and Mr. Holm explained that restrictive parking typically requires permitting and are not something that can be addressed with the current request for zone change.

With no more comments received, Mayor McEvers closed public testimony.

**DISCUSSION:** Councilmember Gookin proposed that commercial access should be off Harrison Avenue, as Mr. Mote suggested, while residential access could use the existing curb cut, which he deemed acceptable since it is already part of the neighborhood. He also recommended that Mr. Mote should not be required to add a sidewalk on 2nd Street as it would be out of character for the neighborhood, which lacks sidewalks, and would ease the burden on neighbors who would not have to add sidewalks in the future. Councilmember English asked about whether they could narrow down the list of potential uses for the property to just a few, such as office administration, instead of the entire list of possible uses. Councilmember Gookin responded that limiting the uses could be an encumbrance on the property in the future. Mr. Holm added that while it is within the Council's power to condition the zone change to specific uses, they should be cautious as they might need to revisit this issue if the property changes hands or if there is a future change of use.

**MOTION:** Motion by Gookin, seconded by Wood to approve without prejudice a zone change from C-17PUD to C-17L on a parcel measuring 0.213 acres, located at 213 E. Harrison Avenue, based on the attached findings and conclusions, which are established by the undisputed evidence set forth in the staff report, during staff presentation, and the testimony of the applicant.

**DISCUSSION:** Councilmember Evans inquired about the sidewalk requirements mentioned in the staff report of City Engineer Chris Bosley which stated that all sidewalk deficiencies on Harrison Avenue must be corrected, and a new sidewalk installed on 2nd Street. She expressed concern about the need for a pedestrian ramp should be installed at the corner during construction. She asked how eliminating the sidewalk on 2nd Street would impact the ramp and corrections on Harrison Avenue. Mr. Holm responded that the ramp would still be required to meet ADA standards, even if the sidewalk on 2nd Street is foregone. Councilmember Evans noted the potential for gaps in the future if improvements on 2nd Street are not made. Mr. Holm acknowledged this possibility, explaining that requirements depend on specific circumstances,

such as new construction. Mr. Adams added that the city code includes provisions for when sidewalks need to be installed, with exceptions for neighborhoods without existing sidewalks. Councilmember Gookin clarified that the policy primarily applies to school routes, suggesting that it might not be relevant in this case.

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

**MOTION:** Motion by Gookin, seconded by Miller, to dispense with the rule and read **Council Bill No. 25-1007** once by title only.

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

**MOTION:** Motion by Gookin, seconded by English, to adopt **Council Bill 25-1007**.

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

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

The meeting adjourned at 7:30 p.m.

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Woody McEvers, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**ZC-1-25**

**INTRODUCTION**

This matter came before the City Council on March 18, 2025, to consider ZC-1-25, a request for a zone change from C-17PUD to a C-17L of a parcel measuring 0.213 acres.

APPLICANT: Aaron Mote

LOCATION: Northwest Corner of E. Harrison Avenue and N. 2<sup>nd</sup> Street, commonly known as 213 E. Harrison Avenue.

A. FINDINGS OF FACT:

**The City Council finds that the following facts, A1 through A18, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.**

- A1.** Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 1, 2025.
- A2.** Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on March 10, 2025.
- A3.** Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). Sixty-six (66) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on February 28, 2025.
- A4.** Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- A5.** Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the Pipeline and Hazardous Materials Safety Administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).
- A6.** The subject property contains a single-family home located on the northwest corner of the intersection of Harrison Ave. and 2<sup>nd</sup> St. The subject site measures 0.213 acres in area and is relatively flat.
- A7.** The subject site is currently zoned Commercial Planned Unit Development (C-17PUD).

- A8.** The neighborhood surrounding 213 E. Harrison Avenue is characterized by a mix of historical development and gradual transformation. The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. The neighborhood includes a mix of residential, civic, and commercial uses.
- A9.** The Comprehensive Plan Future Land Use Map designation is the Compact Neighborhood place type. The Comprehensive Plan states that the compatible zoning districts are listed as R-12, R-17, MH-8, NC, and CC.
- A10.** According to the Comprehensive Plan, the Compact Neighborhood place type is described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.
- A11.** The City Council has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.

**Community & Identity**

**Goal CI 1:** Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

**Objective CI 1.1:** Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

**Goal CI 2:** Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

**Objective CI 2.1:** Maintain the community's friendly, welcoming atmosphere and its small-town feel.

**Growth & Development**

**Goal GD 1:** Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

**Objective GD 1.3:** Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

**Objective GD 1.4:** Increase pedestrian walkability and access within commercial development.

**Objective GD 1.5:** Recognize neighborhood and district identities.

**Goal GD 2:** Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

**Objective GD 2.1:** Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

**Jobs & Economy**

**Goal JE 1:** Retain, grow, and attract businesses.

**Objective JE 1.2:** Foster a pro-business culture that supports economic growth.

- A12.** The applicant has indicated that, if this zone change request is approved, he intends to use the property for a professional management office in the existing residential structure and build a Caretaker's Unit. However, it should be noted that if the zone change is approved all uses within the C-17L zoning district would be allowed.

- A13.** City departments have indicated that water and wastewater services are available for a commercial use of the subject property. Sidewalks, hydrants, and stormwater will be addressed at the time of construction.
- A14.** The subject property is approximately 9,411 square feet in size and contains a house and paved driveway off of 2<sup>nd</sup> Street. It is relatively flat with minimal landscaping and mature trees in the northwest corner of the lot. The immediate area is characterized by a mix of small-scale residential and commercial development that is primarily residential in nature with some smaller commercial and civic uses.
- A15.** The City Engineer has indicated that the proposed two business offices and a caretaker's unit could generate 18 additional trips per day, but is not expected to adversely affect traffic. The area is predominately residential with some civic and commercial uses. The C-17L zoning district would allow for a variety of service uses and residential uses by right, as well as accessory uses and those allowed by special use permit. Approval of the zone change request will intensify the potential of the property by increasing the allowable uses and density by right from C-17PUD to C-17L unless conditions are approved. The existing PUD limits commercial access to the site from Harrison Avenue and the use of the structure on-site to office space, specifically insurance/real estate.
- A16.** The Planning and Zoning Commission considered this zone change request at its regularly scheduled hearing on February 11, 2025. Following the presentation by staff, the presentation by the applicant, and public testimony, the Commission asked the applicant if he would consider changing his request from C-17 to C-17L. The applicant agreed to change his request to C-17L. By a vote of 4 to 1, with two commissioners absent, the Commission recommended that the City Council approve a zone change for the property to C-17L. The Commission found that C-17L better aligns with the surrounding land uses and the intent of the Comprehensive Plan while still allowing for reasonable development opportunities. The recommendation reflects the Commission's determination that C-17L provides an appropriate transition in intensity while maintaining compatibility with adjacent properties.
- A17.** Traffic is an issue in this neighborhood. Harrison Avenue is a busy street and cannot be widened. Limiting the access to the property for commercial purposes to Harrison Avenue is necessary to protect the neighborhood. Access to the property for residential purposes will remain on 2<sup>nd</sup> Street.
- A18.** A sidewalk along the property on 2<sup>nd</sup> Street would be contrary to the character of the residential neighborhood and should not be required.

**B. CONCLUSIONS OF LAW:**

**Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.**

- B1. This proposal is in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities are available and adequate for the proposed use.
- B3. The physical characteristics of the site make it suitable for the request.
- B4. The proposal would not adversely affect the surrounding neighborhood character, and or with regard to traffic, neighborhood character, and or existing land uses.
- B5. Commercial access to the property shall be only from Harrison Avenue.
- B6. A sidewalk shall not be required on 2<sup>nd</sup> Street with the current development project.

**C. DECISION**

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested C-17L zone change does comply with the required evaluation criteria and the zone change request is approved.

Motion by Councilmember Gookin, seconded by Councilmember Wood, to adopt the foregoing Findings and Order and approve the request.

**ROLL CALL:**

<b>COUNCIL MEMBER ENGLISH</b>	<b>Voted</b>	<b>AYE</b>
<b>COUNCIL MEMBER MILLER</b>	<b>Voted</b>	<b>AYE</b>
<b>COUNCIL MEMBER GOOKIN</b>	<b>Voted</b>	<b>AYE</b>
<b>COUNCIL MEMBER EVANS</b>	<b>Voted</b>	<b>AYE</b>
<b>COUNCIL MEMBER GABRIEL</b>	<b>Voted</b>	<b>AYE</b>
<b>COUNCIL MEMBER WOOD</b>	<b>Voted</b>	<b>AYE</b>

Motion to approve the zone change from C-17PUD to C-17L carried by a 6 to 0 vote.

March 24, 2025  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Kiki Miller - *ABSENT*  
Council Member Dan Gookin, Chairperson  
Council Member Kenny Gabriel

**STAFF**

Juanita Knight, Senior Legal Assistant  
Randy Adams, City Attorney  
Renata McLeod, Municipal Services Director  
Bill Greenwood, Parks & Recreation Director  
Todd Feusier, Streets & Engineering Director

**Item 1.           Request to amend Municipal Code §6.15.10(E) to allow for the temporary housing of goats on open spaces owned by a homeowner's association for weed control purposes provided that the goats are kept in a secure enclosure.**

**(Agenda)**

Renata McLeod, Municipal Services Director, requests that the Council approve a request by Meadow Ranch Homeowner's Association to allow the use of goats for weed abatement within their subdivision in an open area abutting their properties along Meadow Ranch Avenue. Ms. McLeod explained in her staff report that this area has extreme slopes. Many opportunities for weed abatement have been explored and considered, none of which are feasible due to the sloped area and the safety of landscape company employees. The Fire Department has inspected the area and has made recommendations for weed abatement due to the fire hazard. The Homeowner's Association has determined the best and only measure of abatement currently available would be the use of goats. The Municipal Code only allows public agencies to temporarily house goats within the City limits for such use. The City has a history of using goats for weed abatement at various water department locations and found it to be an effective tool. Ms. McLeod said that Sgt. Jared Reneau, who oversees Animal Control, requested some form of notification as to the timeline of use, plan for containment and oversight, and contact information for the party responsible in the event there is an issue. She added that the Fire Department has no concerns with this type of weed abatement and Legal would suggest some form of liability waiver/insurance, in addition to the Code amendment. There is likely to be little financial impact from adopting the proposed ordinance, aside from enforcement in the normal course of business. The amendments would provide a means of accomplishing weed abate under certain circumstances and reduce fire hazards.

Council Member Kenny Gabriel praised the Meadow Ranch Homeowner's Association for their creativity. He noted that using goats for maintenance is a practice seen throughout the state and expressed his full support for the request as presented.

Councilmember Gookin asked where the goats are kept when not being used for weed abatement. Ms. McLeod explained that a business rents out the goats, providing fencing, food, water, and other necessary care while they are on-site. She said the Meadow Ranch Homeowner's Association will enter into a contract with the owners.

Councilmember Gookin then asked City Attorney Randy Adams if he was comfortable with the proposed language and whether it would prevent residents from keeping pet goats within city limits. Mr. Adams confirmed that he was, clarifying that the provision is solely for weed control and only homeowner associations would be eligible to apply if the City Council chooses to enforce that restriction. He also noted that the application requires details on goat care during their use. Councilmember Gookin expressed his support for the request as presented.

**MOTION: by Gabriel, seconded by Gookin, to direct staff to prepare amendments to Municipal Code §6.15.10(E) to allow for the temporary housing of goats on open spaces owned by a homeowner's association for weed control purposes provided that the goats are kept in a secure enclosure. Motion Carried.**

**Item 2.           Declaration of three vehicles assigned to the Parks and Recreation Department to be surplus and authorization to sell the vehicles at auction.**  
**(Consent)**

Bill Greenwood, Parks & Recreation Director requests that the Council declare three vehicles as surplus and authorize their sale at auction. He explained that the vehicles require repairs exceeding their value, and parts are unavailable. Mr. Greenwood noted that the cost to transport the vehicles to the Post Falls auction is minimal. The auctioneer will receive a commission from the sales, and the remaining proceeds going to the City's general fund.

Council Member Kenny Gabriel asked Mr. Greenwood if there are replacement trucks available. Mr. Greenwood responded that they received new trucks this year and praised the new mechanics for their creativity in purchasing used vehicles. He added that he plans to request an additional truck in the next fiscal budget.

**MOTION: by Gabriel, seconded by Gookin, to recommend that the Council declare three vehicles assigned to the Parks and Recreation Department to be surplus and authorize their sale at auction. Motion Carried.**

**Item 3.           Declaration of various pieces of used signal equipment and related items as surplus and authorization to donate these items to the City of Lewiston, Idaho.**  
**(Agenda)**

Todd Feusier, Streets & Engineering Director, requested that the Council declare various pieces of used signal equipment and related items as surplus and authorize their donation to the City of Lewiston, Idaho. In his staff report, Mr. Feusier explained that as technology advances and equipment becomes obsolete, items are presented to the Council for surplus designation. He noted that most of the equipment is over 20 years old and incompatible with the City's current systems. While disposing of old equipment typically incurs costs, the City of Lewiston will retrieve the items at no expense to the City.

**MOTION: by Gabriel, seconded by Gookin, to recommend that the Council declare various pieces of used signal equipment and related items to be surplus and authorize the donation of these items to the City of Lewiston, Idaho. Motion Carried.**

Recording of the meeting can be found at:

<https://www.youtube.com/live/ijdPw1ddUtw?si=IEHfxAbbgwg9lu5O>

The meeting adjourned at 12:12 p.m.

Respectfully submitted,  
*Juanita Knight*  
*Senior Legal Assistant*  
Recording Secretary

## **CITY COUNCIL STAFF REPORT**

**DATE:** April 1, 2025  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-24-11, Chatfield: Final Plat Approval**

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### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot Residential subdivision.

### **HISTORY**

- a. Applicant: Jeff Scott, Member  
JCS Chatfield 1, LLC  
7121 Saint Andrews Lane SE  
Snoqualmie, WA 98065
- b. Location: The north side of Lacrosse Avenue between Northwest Blvd & College Way
- c. Previous Action:
  1. Preliminary plat approval, January 23, 2025

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This residential development is a re-plat of the East 100 feet of the south half of Lot 17, Block 17, East LaCrosse located in Coeur d'Alene. This subdivision created two (2) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

### **DECISION POINT RECOMMENDATION**

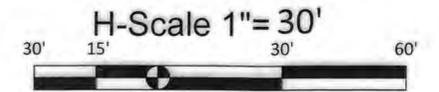
City Council approval of the final plat document

# CHATFIELD

THE EAST 100 FEET OF THE SOUTH HALF OF LOT 17, BLOCK 17, EAST LACROSSE  
 LOCATED IN SECTION 11, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#



## LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP PLS 10677 OR AS NOTED
- ◇ FOUND 1/2" REBAR WITH NO CAP OR AS NOTED
- ⊙ FOUND 1" IRON PIPE
- ⊗ FOUND 5/8" REBAR WITH NO CAP
- ⊗ FOUND NAIL WITH SHINER
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- ◆ SET 1/2" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- ⊕ CENTER SECTION CORNER AS NOTED
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- TPOB TRUE POINT OF BEGINNING

## REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 RECORD OF SURVEY BY MATTHEW B. MAYBERRY, PLS 8962. RECORDED IN BOOK 24 OF SURVEYS AT PAGE 39, UNDER INSTRUMENT NO. 2001145.
- R-2 RECORD OF SURVEY BY RUSSELL G. HONSAKER, PLS 5289. RECORDED IN BOOK 26 OF SURVEYS AT PAGE 76, UNDER INSTRUMENT NO. 2186280000.
- R-3 RECORD OF SURVEY BY ROBERT L. STRATTON, PLS 10677. RECORDED IN BOOK 26 OF SURVEYS AT PAGE 435, UNDER INSTRUMENT NO. 2282099000.
- R-4 PLAT OF EAST LACROSSE BY E.L. GERRISH, PLS 111. RECORDED IN BOOK B OF PLATS AT PAGE 119.
- R-5 PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVE BY E. L. GERRISH, PLS 111. RECORDED IN BOOK B OF PLATS AT PAGE 153A.
- R-6 PLAT OF PINES RESORT SUBDIVISION BY JOHN H. KINNEY, PLS 1969. RECORDED IN BOOK I OF PLATS, PAGE 8, UNDER INSTRUMENT NO. 1516784.

## BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,197,544.55, E: 2,387,207.84) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00009446 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -00°46'23".

## TITLE DOCUMENTS

THESE ARE DOCUMENTS IN TITLE REPORT FILE NO. 1144938-C, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, DATED: 06/21/2024 THAT FOR THE REASON INDICATED, CAN'T BE DISPLAYED ON THE MAP.

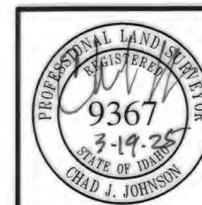
EX. 11 - INSTRUMENT NUMBER 252073 TO WASHINGTON WATER AND POWER IS A BLANKET EASEMENT OVER THE SOUTH HALF OF LOT 17, BLOCK 17.

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE 2 PARCELS OUT OF THE EAST 100 FEET OF THE SOUTH HALF OF LOT 17, BLOCK 17 EAST LACROSSE FOUND MONUMENTS WERE HELD AND THE MEASUREMENTS TO THE FOUND MONUMENTS ARE AS SHOWN ON THE FACE OF THE PLAT.

## NOTES

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED EASEMENTS.



CHATFIELD			
E 100' OF THE S 1/2 OF LOT 17, BLOCK 17, EAST LACROSSE SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 11/15/2024	DRAFTED BY: DTL	PLOT DATE: 03/19/2025	SHEET 1
FILE NAME: 24-098 BLA	CHECKED BY: CJJ	PROJECT No.: 24-098	1

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

# CHATFIELD

A PORTION OF LOT 17, BLOCK 17 EAST LACROSSE  
 LOCATED IN SECTION 11, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 INST.# \_\_\_\_\_

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT JCS CHATFIELD 1, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "CHATFIELD", SAID PROPERTY DESCRIBED PER WARRANTY DEED RECORDED 6/21/2024 UNDER INSTRUMENT NUMBER 2972056000, RECORDS OF KOOTENAI COUNTY, DESCRIBED AS FOLLOWS:

THE EAST 100 FEET OF THE SOUTH HALF OF LOT 17, BLOCK 17, EAST LACROSSE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 119, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 140.32 FEET; THENCE NORTH 88°41'40" WEST 100.03 FEET; THENCE SOUTH 01°09'52" WEST 140.66 FEET, TO A POINT OF THE SOUTH LINE OF SAID LOT 17; THENCE SOUTH 88°53'12" EAST 100.10 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 14058 SQ. FT., MORE OR LESS.

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

Carmen A. Scott, Manager  
 CARMEN A. SCOTT, MANAGER  
 JCS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, MANAGER  
 JCS CHATFIELD 1, LLC, AN IDAHO LIMITED LIABILITY COMPANY

3-11-25  
 DATE

## NOTARY PUBLIC

ACKNOWLEDGMENT

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

ON THIS 11<sup>th</sup> DAY OF March, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CARMEN A. SCOTT, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF JCS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHICH IS MANAGER OF JCS CHATFIELD 1, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND THE MANAGER WHO SUBSCRIBED SAID JCS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT SUCH JCS PROPERTY MANAGEMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY EXECUTED THE SAME IN SAID JCS CHATFIELD 1, LLC, AN IDAHO LIMITED LIABILITY COMPANY'S NAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC: Cynthia L. Thomas  
 MY COMMISSION EXPIRES: JUNE 7, 2028



## PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE CITY OF COEUR D'ALENE THAT PREVIOUSLY INSTALLED SEWER AND WATER SERVICES EXIST AND ARE AVAILABLE TO ALL PARCELS WITHIN THIS DEVELOPMENT. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

R.C. All  
 PANHANDLE HEALTH DISTRICT  
3/14/2025  
 DATE

## COEUR D'ALENE CITY COUNCIL APPROVAL

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COEUR D'ALENE CITY CLERK

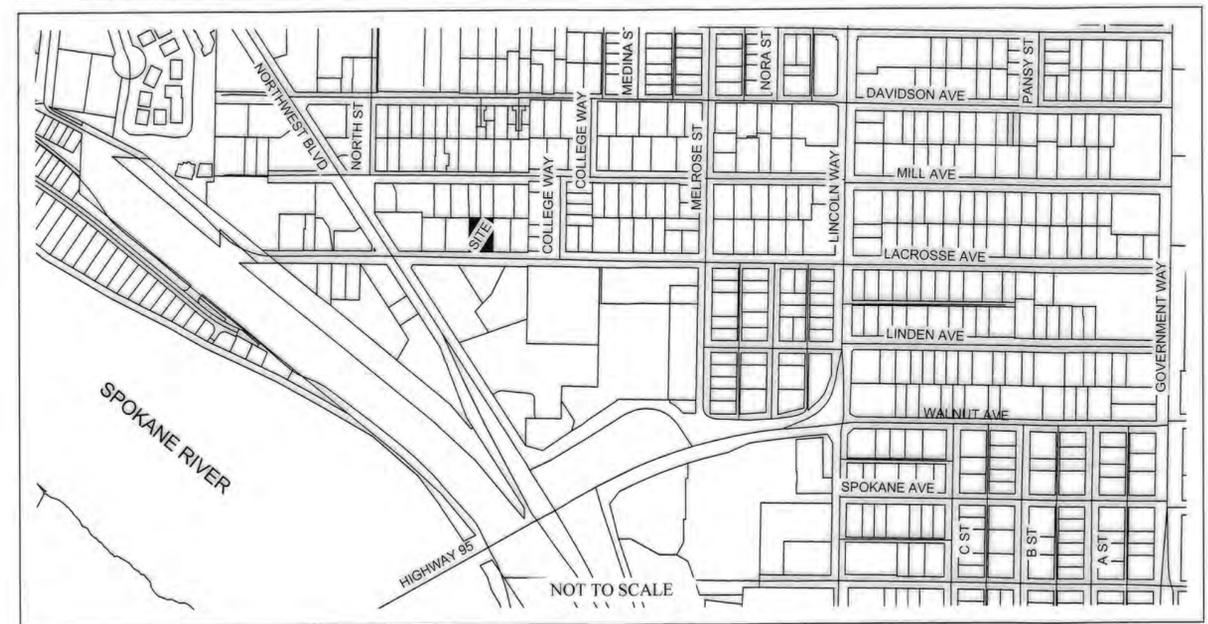
## COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED.

THIS 1<sup>st</sup> DAY OF April, 2025

Chad J. Johnson PE # 10804  
 COEUR D'ALENE CITY ENGINEER

## VICINITY MAP



## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AT \_\_\_\_\_ M. AND DULY RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_ AND UNDER INSTRUMENT NO. \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_

KOOTENAI COUNTY CLERK: JENNIFER LOCKE

BY: \_\_\_\_\_ DEPUTY CLERK  
 FEE PAID \_\_\_\_\_

## TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 19<sup>th</sup> DAY OF March, 2025, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

December 31, 2024  
Blaine M. Spitzer  
 KOOTENAI COUNTY TREASURER

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

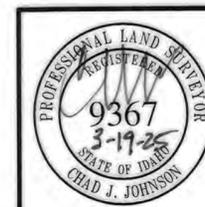
RODNEY E. JONES PLS 12463  
 KOOTENAI COUNTY SURVEYOR



## SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

Chad J. Johnson  
 CHAD J. JOHNSON PLS 9367  
3-19-25  
 DATE



<b>CHATFIELD</b>				<b>Johnson Surveying</b>
A PORTION OF LOT 17, BLOCK 17 EAST LACROSSE SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: 11/15/2024	DRAFTED BY: DTL	PLOT DATE: 3/11/2025	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 24-098N PLAT	CHECKED BY: CJJ	PROJECT No.: 24-098	1 / 1	

RESOLUTION NO. 25-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING CERTAIN VEHICLES USED BY THE PARKS AND RECREATION DEPARTMENT TO BE SURPLUS AND AUTHORIZING THE SALE OF THOSE VEHICLES AT AUCTION; AND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL DIVING AND UNDERWATER SURVEYING SERVICES FOR THE WASTEWATER OUTFALL INVESTIGATION AND CONDITIONAL ASSESSMENT PROJECT.

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

- A) Declaring as surplus a 2003 GMC pickup, a 2007 GMC pickup, and a 1998 GMC K3500 from the Parks and Recreation Department and authorizing the sale of the surplus property at auction;
- B) Approving a Professional Services Agreement for Professional Diving and Underwater Surveying Services for the Wastewater Outfall Investigation and Conditional Assessment project for the Wastewater Department;

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 the other action.

NOW, THEREFORE,

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

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

DATED this 1<sup>st</sup> day of April, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER WOOD	Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

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

Date: March 24, 2025  
From: Bill Greenwood  
Subject: Surplus of Parks Department Vehicles

---

**DECISION POINT:**

Should Council declare three vehicles used by the Parks and Recreation Department to be surplus and authorize their sale at auction?

**HISTORY:**

- 2003 GMC Pickup - Has multiple repairs that are needed. Some essential repairs cannot be performed due to unavailability of parts.
- 2007 GMC Pickup - Transmission went out. Cost of repairs is more than what the truck is worth.
- 1998 GMC Pickup - Transmission went out. Cost of repairs is more than what the truck is worth.

**FINANCIAL ANALYSIS:**

There is no financial impact to the City, other than minimal costs to transport to Post Falls for auction. The auctioneer receives a commission for the sales of the vehicles. The remainder goes to the City's general fund.

**DECISION POINT:**

Council should declare three Parks and Recreation Department vehicles to be surplus and authorize their sale at auction.

**SURPLUS LIST:**

Parks 820-2003 GMC Pickup - 1GTEC14X33Z187521  
Parks 812-2007 GMC Pickup - 1GTHK24K57E533110  
Parks 809-1998 GMC K3500 - 1GDJK34J8WF048883

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**PROFESSIONAL DIVING AND UNDERWATER SURVEYING SERVICES**  
**for the**  
**WASTEWATER OUTFALL INVESTIGATION & CONDITIONAL ASSESSMENT**  
**PROJECT**

This Professional Services Agreement, hereinafter referred to as “AGREEMENT.” is made and entered into this 26th day of March, 2025, between the CITY OF COEUR D’ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “CITY,” and ASSOCIATED UNDERWATER SERVICES, INC., a foreign corporation authorized to do business in the state of Idaho, with its principal place of business at 3901 E. Ferry Avenue, Spokane, Washington, 99202-4645, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, in compliance with Idaho State Law and the CITY’s Procurement Policies, the CONTRACTOR has been selected to preform professional diving and underwater surveying services on the basis of the CONTRACTOR’s Proposal Response to the CITY’s Request for Proposals titled *Outfall and Effluent Pump Station Investigation and Conditional Assessment Project* with associated Addendums, hereinafter referred to as “PROJECT DOCUMENTS”; and

WHEREAS, the CITY has removed the *Effluent Pump Station Investigation* portion from the PROJECT DOCUMENT’S Scope of Services; and

WHEREAS, it was deemed by the CITY to be in the best interests of the CITY to retain the CONTRACTOR for the remaining portion of the PROJECT DOCUMENT’S titled *Wastewater Outfall Investigation and Conditional Assessment* Scope of Services, hereinafter referred to as the “PROJECT; and

WHEREAS, the CONTRACTOR has been awarded this AGREEMENT for said PROJECT, in accordance with the PROJECT DOCUMENTS, which are incorporated herein by reference only, and are on file at the office of the City Clerk of the CITY.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements made and to be performed by the CITY as set forth herein, the CONTRACTOR shall complete this PROJECT, furnishing all equipment, labor and services according to the PROJECT DOCUMENTS.

**SECTION 1. EMPLOYMENT OF CONTRACTOR.**

The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the scope of services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

- A. The CONTRACTOR shall perform the services described in the CONTRACTOR's proposed February 19, 2025, Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."
- B. The CONTRACTOR shall perform all the necessary ancillary services respecting the tasks set forth in Exhibit A.

SECTION 3. PERSONNEL.

- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform its services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its direct supervision, and all personnel engaged in the PROJECT shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this AGREEMENT except where under this contract fifty (50) or fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said PROJECT.

SECTION 4. WORKERS' COMPENSATION

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

SECTION 5. TIME OF PERFORMANCE.

The services of the CONTRACTOR shall commence upon execution of this AGREEMENT by the CITY and shall be completed on or before June 1, 2025. The period of

performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 6. COMPENSATION.

A. Subject to the provisions of this AGREEMENT, the CITY shall pay the CONTRACTOR a lump sum not to exceed Seventy-five thousand, five-hundred thirty and no/100 (\$75,530.00) for Tasks 5-10 and at the negotiated cost of \$120.00 per hour for Tasks 1-4, and 11-17 as specified under the CONTRACTOR's February 19, 2025 Proposal Pricing Option B (Exhibit A), unless otherwise authorized in writing by the CITY.

B. For CITY requested and authorized additions or deductions to the Scope of Services, the rates as set forth in the CONTRACTOR's *Rates Effective 04/01/2025-03/31/2027* attached hereto and incorporated herein by reference as Exhibit B are hereby made part of this AGREEMENT unless otherwise authorized in writing by the CITY.

SECTION 7. METHOD AND TIME OF PAYMENT.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work completed in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) retainage. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided the CONTRACTOR has provided a copy of the completed and approved request for tax release (ID CR-3), if applicable.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE.

If, through any cause within the CONTRACTOR's reasonable control, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this AGREEMENT, the CITY shall provide the CONTRACTOR a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the CONTRACTOR fails to cure the deficiency, the CITY shall have the right to terminate this AGREEMENT by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. Such written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The CONTRACTOR may terminate the AGREEMENT due to the City's material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

SECTION 9. TERMINATION FOR CONVENIENCE.

The CITY may terminate this AGREEMENT at any time by giving thirty (30) days' written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property. The CONTRACTOR shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 10. MODIFICATIONS.

The CITY may, from time to time, require modifications to the scope of services in Exhibit "A," to be performed under this AGREEMENT. The type and extent of such services cannot be determined at this time; however, the CONTRACTOR agrees to do such work as ordered in writing by the CITY, and the CITY agrees to compensate the CONTRACTOR for such work accomplished by written amendment to this AGREEMENT.

SECTION 11. NON-DISCRIMINATION.

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression.

B. The CONTRACTOR shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement. In addition, the CONTRACTOR shall comply with the requirements of Chapter 9.56, Coeur d'Alene Municipal Code.

C. The CONTRACTOR, with regard to the PROJECT performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-CONTRACTORS, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

D. The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions.

SECTION 12. ANTI-BOYCOTT ISRAEL CERTIFICATION.

Pursuant to Idaho Code § 67-2346, the CONTRACTOR certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

SECTION 13. CHINESE OWNERSHIP CERTIFICATION.

Pursuant to Idaho Code § 67-2359, the CONTRACTOR certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of this AGREEMENT be owned or operated by the government of the People's Republic of China.

SECTION 14. ABORTION AFFILIATE CERTIFICATION.

Pursuant to Idaho Code § 18-8703, the CONTRACTOR certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

SECTION 15. FOSSIL DUELS/FIREARMS ANTI-BOYCOTT CERTIFICATION.

Pursuant to Idaho Code § 67-2347A, the CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

SECTION 16. ASSIGNABILITY.

A. The CONTRACTOR shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the CITY thereto. Provided, however, that claims for money due or to become due to the CONTRACTOR from the CITY under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished in writing promptly to the CITY.

B. The CONTRACTOR shall not delegate duties or otherwise subcontract work or services under this AGREEMENT without the prior written approval of the CITY.

SECTION 17. INTEREST OF CONTRACTOR.

The CONTRACTOR covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. The CONTRACTOR further covenants that, in the performance of this AGREEMENT, no person having any such interest shall be employed on the PROJECT.

SECTION 18. FINDINGS CONFIDENTIAL.

Any reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this AGREEMENT which the CITY requests to be kept confidential shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the CITY.

SECTION 19. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

No material produced, in whole or in part, under this AGREEMENT shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this AGREEMENT. The CONTRACTOR shall provide copies of such PROJECT products to the CITY upon request. The CITY may make and retain copies of Documents for information and reference in connection with use on the Project by the CITY. Such Documents are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project. Any such reuse or modification without written verification or adaptation by the CONTRACTOR, as appropriate for the specific purpose intended, will be at the CITY's sole risk and without liability or legal exposure to the CONTRACTOR and the CONTRACTOR's sub-CONTRACTORS. To the extent allowed by law, the CITY shall indemnify and hold harmless the CONTRACTOR and CONTRACTOR's sub-CONTRACTORS from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 20. AUDITS AND INSPECTION.

The CONTRACTOR shall provide access for the CITY and any duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR that are directly pertinent to this specific AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 21. JURISDICTION; CHOICE OF LAW.

Any civil action arising from this AGREEMENT shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 22. NON-WAIVER.

The failure of the CITY at any time to enforce a provision of this AGREEMENT shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this AGREEMENT or any part thereof, or the right of the CITY thereafter to enforce each and every protection hereof.

SECTION 23. PERMITS, LAWS AND TAXES.

The CONTRACTOR shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this AGREEMENT, including all necessary licenses and certifications for its employees. All actions taken by the CONTRACTOR under this AGREEMENT shall comply with all applicable statutes, ordinances, rules, and regulations. The CONTRACTOR shall pay all taxes pertaining to its performance under this AGREEMENT, if applicable.

SECTION 24. RELATIONSHIPS OF THE PARTIES.

The CONTRACTOR shall perform its obligations hereunder as an independent contractor of the CITY. The CITY may administer this AGREEMENT and monitor the CONTRACTOR's compliance with this AGREEMENT but shall not supervise or otherwise direct the CONTRACTOR except to provide recommendations and to provide approvals pursuant to this AGREEMENT.

SECTION 25. INTEGRATION.

This AGREEMENT, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this AGREEMENT shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 26. HOLD HARMLESS.

A. The CONTRACTOR shall save, hold harmless, indemnify, and defend the CITY, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the CONTRACTOR's

performance of this AGREEMENT and not arising from the CONTRACTOR's professional services. To this end, the CONTRACTOR shall maintain general liability insurance in at least the amount set forth in Section 28(A).

B. The CONTRACTOR shall hold harmless, and indemnify the CITY, its officers, agents, and employees from and against damages or liability to the extent arising out of the CONTRACTOR's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the CONTRACTOR's negligent performance of this AGREEMENT, including but not limited to the CONTRACTOR's professional services. To this end, the CONTRACTOR shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 28(B).

#### SECTION 27. NOTIFICATION.

Any notice under this AGREEMENT may be served upon the CONTRACTOR or the CITY by mail at the following addresses:

[CITY]  
City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.: Mike Becker, Capital Programs Manager

[CONTRACTOR]  
Associated Underwater Services, Inc.  
3901 E. Ferry Avenue  
Spokane, Washington, 99202-4645  
Attn: Casey Jones, Project Manager

#### SECTION 28. STANDARD OF PERFORMANCE AND INSURANCE.

A. The CONTRACTOR shall maintain general liability insurance naming the CITY, its entities, and its representatives as additional insureds in the amount of at least one million dollars (\$1,000,000.00) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In the performance of professional services, the CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of the CONTRACTOR's profession. Should the CONTRACTOR or any of the CONTRACTOR's employees be found to have been negligent in the performance of professional services from which the CITY sustains damage, the CONTRACTOR has obtained Errors and Omission

Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The CONTRACTOR shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The CONTRACTOR shall obtain and maintain auto liability insurance with limits in the amount of at least five hundred thousand dollars (\$500,000.00) for the duration of the project.

D. Prior to the PROJECT under this AGREEMENT, the CONTRACTOR shall furnish to the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to policy holder, prior to cancellation of the policy for any reason. In addition, the CONTRACTOR shall promptly notify the CITY when the policy is canceled.

#### SECTION 29. LIQUIDATED DAMAGES.

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

#### SECTION 30. SURETY.

For the faithful performance of this AGREEMENT, the CONTRACTOR shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the PROJECT, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

CITY OF COEUR D'ALENE

ASSOCIATED UNDERWATER SERVICES, INC.

\_\_\_\_\_  
Woody McEvers, Mayor

  
\_\_\_\_\_  
Nanci Donohue, President

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

ATTEST:

  
\_\_\_\_\_  
Secretary: Kerry Donohue

EXHIBIT A



**AUS**  
ASSOCIATED UNDERWATER SERVICES

# PROJECT PROPOSAL

CITY OF CDA ADVANCED WTF  
OUTFALL AND EFFLUENT PUMP STATION  
INVESTIGATION AND CONDITIONAL  
ASSESSMENT PROJECT

**PROPOSAL FOR:**  
CITY OF COEUR D'ALENE

**PROPOSAL BY:**  
CASEY JONES  
ESTIMATOR/PROJECT MANAGER  
ASSOCIATED UNDERWATER SERVICES, INC.  
(208) 659-3313



**DATE:**  
February 19th 2025

**Associated Underwater Services, Inc.**

# EXHIBIT A

February 19<sup>th</sup>, 2025

CITY OF COEUR D'ALENE  
ATTN.: CITY CLERK  
710 MULLAN AVE.  
COEUR D'ALENE, ID 83814

RE: OUTFALL AND EFFLUENT PUMP STATION INVESTIGATION AND CONDITIONAL ASSESSMENT PROJECT

To Whom It May Concern,

Originally founded in 1988, Associated Underwater Services Inc has been consistently regarded as one of the premier providers of commercial diving services and marine construction. Nanci and Kerry Donohue assumed ownership in 2001 and were certified as a Woman Owned Small Business in 2019. Holding a leadership position at AUS prior to assuming ownership, Kerry and Nanci grew AUS into what it is today- an industry leader. Kerry utilizes 44 years of specialized experience in global diving operations and accelerates the development of critical infrastructure and service capabilities. Nanci contributes an equally impressive skill set derived from decades of marketing and business management which proved fundamental to the growth of the organization.

AUS has continued to advance our capabilities and remain an industry leader by creating a foundation built on investing in emerging technologies and developing our team internally. In addition to our standard and technical diving operations, we employ advanced systems to provide an extensive portfolio of ROV systems, advanced sonar services, and tunnel specific surveying practices. Along with the integration of these specialized practices, AUS invests in the development and training of our employees to ensure we provide unparalleled results while following stringent safety standards. AUS has successfully completed and continues to manage numerous Federal, State, and Municipal contracts, equipping us with the expertise, knowledge, and resources necessary to deliver a wide range of projects.

In addition to the experience accumulated over decades of work on a global scale, AUS has been providing significant diving services in the Pacific Northwest for over 30 years. Specifically, AUS Diving has been working on the Spokane River over the last several decades. From dam inspections, salvage services or outfall inspections, our team has an intimate understanding of your project and the area, as well as the nuances associated with the requested work. AUS is equipped to formulate and deliver a plan built around the site knowledge and the necessary strategies to deliver results.

## Safety Milestone Statement

AUS is proud to announce that we have achieved four consecutive years with zero incidents. This milestone reflects our unwavering commitment to workplace safety, rigorous training, and a strong safety culture among our team.

At AUS, safety is our top priority. We adhere to the highest industry standards, conduct regular safety inspections, and ensure that all employees are equipped with the knowledge and tools necessary to maintain a hazard-free environment. Our proactive approach to risk management has been instrumental in achieving this record.

We extend our gratitude to our dedicated employees for their vigilance and commitment to safety every day. This achievement is a testament to their professionalism and teamwork. As we move forward, we remain committed to continuous improvement and upholding the highest safety standards in all aspects of our operations.

# EXHIBIT A

Following we have provided the requested documentation and pricing in response to the City's Notice of Request for Proposal.

Associated Underwater Services, Inc. (AUS) is pleased to provide you with the following proposal for the City of Coeur d'Alene Advanced Wastewater Treatment Facility Outfall and Effluent Pump Station Investigation and Conditional Assessment Project. AUS will provide a 4-person surface supplied air commercial diving crew (OSHA, WISHA and ADCI approved) with all necessary diving equipment for project performance.

## SCOPE OF WORK

### **1. Fulfill all Contractual Obligations with the City**

AUS affirms its commitment to meeting all contractual obligations established in the agreement with the City. Our team will diligently adhere to the specified requirements and timelines to ensure full compliance and project success.

### **2. Review of Supplemental Outfall Documents & Staff Interviews**

AUS will thoroughly review the supplemental outfall documents provided by the City and develop a comprehensive list of questions not covered within our proposal. We will also conduct staff interviews and submit deactivation requests as required.

### **3. Orientation and Kick-Off Meeting**

AUS will participate in the orientation and kick-off meeting at the AWTF. Additionally, AUS will collaborate with a designated City-provided engineering consultant to prepare and submit the Traffic Control Plan while scheduling necessary meetings to ensure seamless communication and effective project implementation.

### **4. Permit Acquisition**

At this time, no City permits are required. However, if permits become necessary, AUS will collaborate with a designated City-provided engineering consultant to obtain all required permits.

### **5. Physical Location & Diffuser Exposure**

AUS will utilize a six-inch Keen dredge and a Keen jet to expose and confirm the precise locations of all buried diffusers. It is estimated that approximately 3-10 cubic yards of material will need to be relocated downstream of the outfall to fully uncover the top of the pipe saddle. Additionally, each diffuser port will be inspected to verify proper flow and overall functionality.

### **6. Condition Assessment of Diffuser/Discharge Ports**

AUS will conduct a thorough inspection of all diffusers and discharge ports to identify any damage or missing components. AUS will collaborate with a designated City-provided engineering consultant to develop a structured plan for repairing or replacing any deficiencies found.

### **7. Underwater Photography of Diffusers**

AUS will complete underwater photography for each diffuser, capturing clear images of the rubber diffuser, flanged connection, associated hardware, and, if possible, the spool riser and pipe saddle. Each image will be clearly labeled.

### **8. Underwater Video/CCTV Documentation**

AUS will collaborate with Ground Penetrating Radar Systems LLC utilizing a VPI Crawler System to perform underwater video and/or CCTV documentation of the outfall system interior. The subcontractor will provide a NASSCO-certified report detailing any features identified inside the pipe, in addition to the standard summary report included with each job. This process will identify any deterioration or accumulated debris. The footage will be formatted for City use and will include location tracking for fittings, discharge ports, and orientation details. The City will remove the pipe blocking the entrance of the pipeline inside the Wet Well, ensuring clear access for AUS and GPRS to launch the VPI crawler. If the access point of the pipeline is submerged, a commercial penetration dive crew will be required to tend the VPI crawler, this price is not included in the below pricing options.

# EXHIBIT A

## **9. Outfall Pipe System Location & Marking**

AUS will collaborate with Ground Penetrating Radar Systems LLC to accurately locate the outfall pipe system and apply markings from the effluent pump station to the river's edge or river elevation 2,126' whichever distance is shorter, ensuring clear and easy identification.

## **10. Surveying of Submerged Impediments & Diffusers**

AUS will collaborate with Gravity Consulting LLC to document all submerged impediments and diffusers, including previously buried diffusers. Elevations, northing, and easting coordinates will be recorded using the City's AWTF datum. A 30-foot-wide topographic survey strip of the riverbed will be included. Deliverables will be a color hydrographic CAD map of the outfall area. AUS will need access to three local survey monuments with coordinates based on the City's AWTF datum.

## **11. Updated Plan & Hydraulic Profile**

Based on the survey results, AUS will collaborate with a designated City-provided engineering consultant to generate an updated plan and hydraulic profile for the entire outfall system.

## **12. Sediment & Debris Accumulation Assessment**

AUS will collaborate with a designated City-provided engineering consultant to evaluate the extent of sediment and debris accumulation within and around the outfall system and provide recommendations for minimizing future sedimentation. AUS will prepare an internal sediment removal plan if required.

## **13. Conceptual Long-Term Strategy Plan**

If additional capacity is needed, a designated City-provided engineering consultant will need to develop a conceptual strategy for enhancing discharge capacity. AUS will assist in the testing and planning.

## **14. Additional Investigations & Assessments**

Based on our expertise, we may propose additional investigation and/or work beyond the specified scope to ensure comprehensive evaluation and optimal performance of the outfall system.

## **15. Conditional Assessment Report**

AUS will collaborate with a designated City-provided engineering consultant to compile all findings and recommendations into a Conditional Assessment Report. This report will include cost estimates to assist the City in its budgeting process.

## **16. Report Submission & Presentation**

AUS will collaborate with a designated City-provided engineering consultant to submit one printed and bound copy, along with an electronic PDF copy, of the Conditional Assessment Report to the City.

## **17. City Council Presentation (If Required)**

AUS is prepared to attend and present at the Coeur d'Alene City Council meeting should the City request our participation. AUS has provided expert witness services in the past in regard to underwater pipelines as it relates to environmental, constructability, and budgets.

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We look forward to working collaboratively with the City to successfully complete this assessment and ensure the continued efficiency and reliability of the outfall system.



# EXHIBIT A

## PRICING OPTION A

TASK	DESCRIPTION	COST
1, 2, 3, 4, 11, 12, 13, 14, 15 16 & 17	Per Hour Billed at Actual	\$120.00
5	Dredge around 10 Diffuser Ports Exposing the Pipe Saddle at the Top of the 30" Pipe, Relocating Approximately 10 Cubic Yards of Material Downstream of the Outfall	\$38,475.00
6 & 7	Inspect 10 Diffuser Rubber Ports, Flanged Connection, Associated Hardware, Spool Riser, and Top of Pipe Saddle (Includes AUS Report)	\$8,675.00
8	Inspect the Inside of the Pipeline Utilizing A VPI Pipe Crawler	\$8,795.00
9	Locate the Pipeline from the Wet Well to the Rivers Edge or River Elevation 2,126'	\$1,240.00
10	Hydrographic Survey that Shows the Elevations and GPS Coordinates of each Diffuser	\$18,225.00
<b>Total Cost</b>		<b>\$75,530.00</b>

## PRICING OPTINION B

TASK	DESCRIPTION	COST
1, 2, 3, 4, 11, 12, 13, 14, 15, 16 & 17	Per Hour Billed at Actual	\$120.00
5	Dredge around 10 Diffuser Ports Exposing the Flanged Connection and the Associated Hardware Under the Rubber Diffuser, Relocating Approximately 3 Cubic Yards of Material Downstream of the Outfall	\$15,675.00
6 & 7	Inspect 10 Diffuser Rubber Ports, Flanged Connection, Associated Hardware, Spool Riser, and Top of Pipe Saddle (Includes AUS Report)	\$8,675.00
8	Inspect the Inside of the Pipeline Utilizing a Pipe VPI Crawler	\$8,795.00
9	Locate the Pipeline from the Wet Well to the Rivers Edge or River Elevation 2,126'	\$1,240.00
10	Hydrographic Survey that Shows the Elevations and GPS Coordinates of each Diffuser	\$18,525.00
<b>Total Cost</b>		<b>\$53,030.00</b>



# EXHIBIT A

## ESTIMATED SCHEDULE

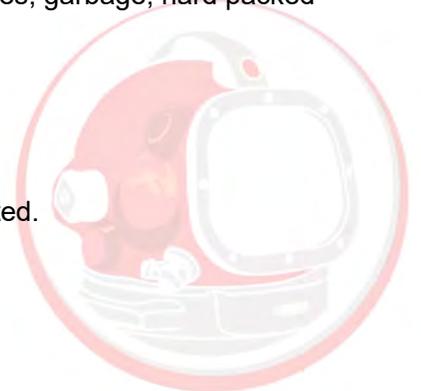
To be completed prior to May 1<sup>st</sup>, 2025, or a later date if the City chooses.

## INCLUDES

- All diving related submittals (Dive plan, AHA/JHA, EMP, and when applicable shall include equipment and diver certifications.)
- Shop mobilization and demobilization.
- Four-person (OSHA , WISHA and ADCI approved) surface supplied air diving crew.
- All surface supplied air diving equipment (compressors, hoses, HP air, filters, volume tanks and topside communications).
- Crew Truck(s).
- AUS diving vessel, 20–26-foot aluminum boat or AUS box trailer.
- Underwater Video – Digital, color, recordable in USB format and/or downloadable Drop Box Link.
- Diver hot water machine, for thermal protection.
- Sufficient fuel for the job.
- All required diving safety equipment.
- Keen dredge and jet.
- GPRS VPI crawler.
- Gravity multibeam sonar system.

## EXCLUDES

- All permanent materials (unless specifically quoted).
- Sanitary facilities.
- Environmental Controls (TESC, booms, curtains, containment(s), fences and plans).
- Turbidity monitoring and controls.
- Marine mammal and endangered species monitoring.
- Builders Risk, Railroad and Airplane Insurances
- Professional Liability / Errors and Omissions Insurances over 1M per occurrence
- Pollution Insurances over 3M per occurrence, 6M aggregate
- Engineering
- Utility locates
- Bonding (bid, performance & payment)
  - If required, please add 1.25% to aggregate contract sum.
- Special Inspections and Testing
- Unanticipated and/or unknown subsurface obstructions (rock, debris, cobbles, garbage, hard packed sand, clays, and utilities etc.)
- Sales Tax, Tariffs and Fees
- Liquidated Damages
- Jobsite illumination (for work prior to sunrise and at dusk / night)
- Crane(s), rigging, signaling, load handling, manlift and man basket(s)
- Disposal of debris and used construction materials, unless specifically quoted.



## NOTES

## EXHIBIT A

- Pricing is based on a single mobilization and demobilization, unless specifically quoted.
- Pricing is based on Terms – Net 30 upon receipt, 1.5% (18% APR) on invoices over 30 days unless specifically quoted otherwise.
- The proposal is based upon a mutually agreeable contract.
- A copy of this proposal is to be included in the contract.
- Consumables not specifically quoted in pricing will be billed at Cost + 15%.
- This proposal is to become part of the contract and be attached via exhibit or addendum, no exceptions.
- Pricing is good for 365 calendar days from the date of the proposal's due date. If signed acceptance is not given within this timeframe, this proposal shall become null and void.
- Standard workdays are Monday through Friday and shall be restricted between the hours of 05:00 and 18:00. No weekends and/or holidays, unless specifically quoted. Work performed outside of the aforementioned standard workdays will be billed at time and a half or in accordance with local union regulations or, if applicable, prevailing wage requirements.
- Water depth is assumed to be less than 25 feet of fresh water, altitude corrected.
- Additional work not listed above will be performed on a time and materials basis. Please ask for time and material rates, if not provided.
- Please note that the GPRS operator might not be able to navigate around the bend or drop occurring after the 90° turn at the beginning of the pipeline, this could prevent the completion of the full internal inspection. Turbidity inside the pipeline could affect the quality of the inspection. The outfall will need to be locked out with no flow during the internal inspection. If GPRS does not reach the end of the pipeline, the full amount will be billed.
- Diving and decompression will be in accordance with the US Navy Dive Manual, Revision 7.
- All diving will be performed in accordance with the following regulations, when applicable: Wash. Admin. Code, WAC § 296-37, Standards for Commercial Diving Operations; OR OSHA, 29 CFR Part 1910, Subpart T – Commercial Diving Operations. Federal OSHA 29 CFR Part 1910, Subpart T - Commercial Diving Operations; Cal OSHA, Subchapter 7, Group 26, Article 153, Commercial Diving Operations; ADCI, International Consensus Standards for Commercial Diving and Underwater Operations (Edition 6.4) ; USACE, EM-385-1-1 Safety and Occupational Health Requirements (15 March 2024).; USBR RSHS Section 29; Associated Underwater Services, Inc. –Health and Safety Manual (Revision 2024).
- AUS superintendent / supervisors shall have the ultimate decision-making authority concerning safe working conditions.
- AUS shall have the ultimate decision-making authority when it comes to environmental conditions, such as heavy current, snow, icy conditions, high winds, surf conditions, extremely hot and/or cold weather or poor visibility conditions caused by fog, heavy rain, snow, etc.
- All diving operations will be performed pursuant to the local union regulations.
- Call outs after 17:00 PST will be billed at time and a half in accordance with local union regulations.
- AUS will not absorb weather downtime nor will AUS be responsible for any resulting costs associated with weather downtime.
- Force Majeure - If AUS is delayed at any time in the commencement or progress of the Work by any cause beyond the control of AUS which would deem performance impossible or impracticable, AUS shall be entitled to an equitable extension of the Contract Time. Causes include but are not limited to: (a) terrorism; (b) epidemics (c) labor disputes not involving AUS; (d) acts or omissions of Owner, Design Professional, or Others.
- **CONFIDENTIALITY** – This proposal may contain protected information pertaining to sensitive, financial, commercial, or proprietary business information and/or the security of AUS. Except by parties designated by AUS in writing, this proposal or any information contained herein shall not be forwarded, copied, faxed, emailed or transferred to any party other than the designated party.

## Management Team

# EXHIBIT A

Attached are the contact details and resumes for the key personnel assigned to this project, including those from our subconsultants. These individuals bring valuable experience and expertise to ensure the success of the project.

### **Project Administrator (Primary Contact):**

- Name: Casey Jones
- Title: Project Manager
- Phone: 208-659-3313
- Email: [Casey@ausdiving.com](mailto:Casey@ausdiving.com)

As the primary contact for the project, Casey will serve as the central point of communication for all project matters, ensuring alignment with client expectations and resolving any issues that may arise.

### **Project Supervisor (Day-to-Day Operations):**

- Name: William Hopoi
- Title: Diving Supervisor
- Phone: 509-993-1569
- Email: [willhopoi@hotmail.com](mailto:willhopoi@hotmail.com)

William will be directly responsible for overseeing the daily operations of the project, managing the workflow, and ensuring that all tasks are completed in line with the scope of work, schedule, and budget.

### **Roles and Responsibilities:**

- AUS Dive Crew – Our seasoned diving crew will be assisting with the execution of the project scope.
- Subconsultant - Gravity Marine – will be responsible for surveying all submerged impediments and diffusers, including previously buried diffusers. Elevations, northing, and easting coordinates will be recorded using the City's AWTF datum. Additionally, a 30-foot-wide topographic survey strip will be conducted
- Subconsultant - Ground Penetrating Radar Systems LLC -will be responsible for locating and marking the pipeline from the Wet Well to the river's edge or river elevation 2,126' whichever distance is shorter.
- Subconsultant - Ground Penetrating Radar Systems LLC will be responsible for operating a VPI Crawler System to perform underwater video and/or CCTV documentation of the outfall system interior. The subcontractor will provide a NASSCO-certified report detailing any features identified inside the pipe, in addition to the standard summary report included with each job. This process will identify any deterioration or accumulated debris. The footage will be formatted for City use and will include location tracking for fittings, discharge ports, and orientation details.

### **Leadership and Teamwork:**

Our leadership approach is centered around fostering strong collaboration and clear communication. We believe that a well-structured team, where each member understands their responsibilities, is key to project success. Casey Jones will facilitate regular meetings to ensure all parties stay informed and aligned.

Furthermore, William Hopoi will manage daily operations, ensuring issues are promptly addressed and communication between team members and stakeholders remains efficient. By promoting open dialogue and establishing clear reporting channels, we will ensure that all project participants are fully engaged and able to contribute to the success of the project.



# CASEY JONES

## PROJECT MANAGER

### PROFILE

Casey has been with AUS for 18 years and is an experienced Diving Supervisor and Project Manager. With a deep understanding of safety protocols, industry standards, and the technical aspects of diving, Casey ensures an efficient execution of underwater tasks while prioritizing safety and operational excellence. As a leader in the field, he is skilled in supervising teams of divers, coordinating logistics, and ensuring compliance with all relevant regulations and safety requirements. With a commitment to delivering high-quality results, Casey consistently fosters effective communication and teamwork among divers and project stakeholders to achieve successful project outcomes.

### PROJECT EXPERIENCE

#### WILSONVILLE OUTFALL Contract Dates: Fall 2018

##### DREDGING & OUTFALL INSTALLATION

AUS was subcontracted by Northbank Civil and Marine to assist in the pre-installation dredging and the installation of the Wilsonville Outfall. AUS assisted in removing portions of the existing outfall and the placement of the pipe. Once the pipe was placed, AUS assisted in leveling and was responsible for inspecting the epoxy coatings to ensure the pipe was properly fitted.

Client Reference: Anthony Miller, AnthonyM@northbankcm.com  
Contract Value: \$179,000

#### GRANT COUNTY PUD Contract Dates: 2014 - Current

##### MASTER SERVICE AGREEMENT

AUS provides Grand County PUD with on-call dive services as well as scheduled regular maintenance. Work includes submittals of written reports, providing diving services at Priest Rapids Dam, Wanapum, and O'Sullivan Dam. Diving activities are performed at depths up to 150 feet.

AUS scope of work includes, but is not limited to: Gate Sealing, Sill Sweeps, Fish Ladder Maintenance, Instrument Installations, Structural Inspections  
Client Reference: Whitney Field, 509-754-5088  
Contract Value: \$220,000 minimum annually

#### PONDERAY NEWSPRINT Contract Dates: 2005 - Current

##### OUTFALL INSPECTIONS

Associated Underwater Services assists with the required annual inspection and maintenance of the Ponderay Newsprint Outfall located on the Pend Oreille River. Additional project work, through multiple contracts, includes installing pipe clamps, replacing anodes, removing debris and completing inspections. With the high currents, low visibility and floating debris, AUS is able to mitigate any unforeseen circumstance that may arise with an OSHA ADCI certified diving crew. AUS provided inspection services, video, and report documentation, as well as repairs safely and within the scheduled timeline.

Client Reference: Diane Haas, Diane@merklestandard.com  
Contract Value: \$10,000 annually

#### SPOKANE COUNTY Contract Dates: 2010 - Current

##### OUTFALL INSTALL & INSPECTIONS

In 2010 AUS Diving worked with Knight Construction to provide dive support for the installation of the Spokane River Outfall. Divers assisted in the sinking and placement of the outfall and its diffusers. Presently, AUS Diving contracts with Spokane County to conduct inspections of the installed outfall and its diffusers. After inspection a report is compiled with finding and recommendations.

Client Reference: Steve Burns, sburns@spokanecity.org  
Contract Value: \$10,000 annually

### COMPANY

Associated Underwater Services, Inc.  
AUS Branch: 3901 E Ferry Ave.  
Spokane, WA, 99202

### YEARS AT COMPANY

18 Years

### EDUCATION

**DIVER'S INSTITUTE OF TECHNOLOGY**  
Commercial Diving Diploma  
Graduation Year: 2007

### CERTIFICATIONS

- ADCI Supervisor Card
- Certified Denso SeaShield Representative
- Level 2 NDT
- Underwater Bridge Inspector
- Coating Inspection Certified
- 40-hour HAZWOPPER Certification
- First Aid, CPR, Oxygen provider, A.E.D. and Blood Pathogens Certification
- Rigging Certification
- Forklift Safety Administrator
- Const. Leadership Motivation & Management Courses



# WILLIAM HOPOI

## DIVE SUPERVISOR

### PROFILE

Will is a highly skilled Diving Supervisor with 19 years of experience leading underwater operations in various challenging environments. Specializing in the management of commercial diving teams, he is adept at planning, executing, and supervising a wide range of underwater tasks, including inspection, repair, and maintenance projects. Known for a strong commitment to safety and adherence to industry regulations, Will ensures that all diving activities are conducted efficiently and without incident. With a focus on fostering a collaborative work environment, he leads by example, providing clear direction and support to divers while ensuring effective communication with all team members.

### PROJECT EXPERIENCE

#### CITY OF VANCOUVER

Contract Dates: Aug 2017

#### DREDGING & OUTFALL INSTALLATION

AUS was subcontracted by the City of Vancouver to complete inspections of the Marine Park Wastewater Treatment Plant and Westside Wastewater Outfall & Diffusers located on the Columbia River. Documentation was captured to document the integrity and operations of each location per Dept. of Ecology specifications.

Client Reference: Dade Pettinger, Dade.Pettinger@cityofvancouver.us

Contract Value: \$20,000

#### AVISTA UTILITIES

Contract Dates: 2010 - Current

#### MASTER SERVICE AGREEMENT

Associated Underwater Services, Inc. maintains an ongoing Master Services Agreement with Avista Corporation, which enables the provision of on-call and emergency dive services, as well as regularly scheduled underwater maintenance across various Avista facilities. These include the 9 Mile Dam, Post Falls Dam, Noxon Dam, Cabinet Gorge, and Monroe Street Dam. The tasks performed under this agreement encompass a wide range of specialized underwater services, including:

- Dive Inspections
- Remote Operated Vehicle (ROV) Inspections
- Pressure Washing
- Gate Sealing
- Sill Sweeps
- Underwater Rigging
- Underwater Welding
- Trash Rack Repairs
- Debris Removal
- Pipeline Surveys

This partnership ensures that all necessary underwater maintenance and inspections are carried out efficiently and in full compliance with safety and operational standards.

Client Reference: Ryan Bean, Ryan.Bean@Avistacorp.com

Contract Value: \$200,000 annually

#### CITY OF EVERETT

Contract Dates: 2015 - Current

#### MSA/OUTFALL INSPECTIONS

Associated Underwater Services holds a Commercial Diving Contract with the City of Everett to provide all manpower, diving equipment, tools, materials, and supplies necessary to furnish complete diving services to the Everett Water Pollution Control Facility (WPCF), Everett Public Works Department, for the maintenance of the north and south outfall diffusers and instrumentation installations, and the Everett Water Filtration Plant (WFP) for the underwater inspection, maintenance and repair of plant equipment and facilities, including those in Chaplain Reservoir. AUS completes the required annual inspections on all the City's outfalls including dredging and cleaning of river sediments and debris as needed. All inspections are completed with a comprehensive written report of conditions and found issues.

Client Reference: Mike Robinson, mrobinson@everettwa.gov

Contract Value: \$60,000 annually

### COMPANY

Associated Underwater Services, Inc.  
AUS Branch: 3901 E Ferry Ave.  
Spokane, WA, 99202

### YEARS AT COMPANY

19 Years

### EDUCATION

#### DIVER'S INSTITUTE OF TECHNOLOGY

Commercial Diving Diploma  
Graduation Year: 2006

### CERTIFICATIONS

- ADCI Nitrox Supervisor Card
- Underwater Welding Cert
- Confined Spaces
- Coating Inspection Certified
- OSHA 30
- First Aid, CPR, Oxygen provider, A.E.D. and Blood Pathogens Certification
- Rigging Certification
- Forklift Safety Certification
- Crane and Overhead Hazard Safety Training
- USACE Training Course



**Shawn Hinz**  
**Principal Scientist**  
**Gravity Marine, LLC**

M.Sc. Environmental Toxicology, Western Washington University, BS Environmental Studies & Biology, Whitworth College

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## **Professional Profile**

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Mr. Shawn Hinz has over 25 years' experience in collaborating with industry, government, engineers, and colleagues in designing and performing complex marine environmental assessments. Mr. Hinz has performed hundreds of oceanographic, environmental and geotechnical studies in the US, Europe, Africa, Asia, and the South Pacific. Mr. Hinz has directed his professional team at Gravity, Inc. to fill a unique niche in marine/geotechnical assessment and monitoring field by evaluating project objectives with extensive field experience and the ability to develop technological solutions that specifically meet project goals and ensure cost effective environmental support services with superior quality results. Mr. Hinz is recognized not only in the consulting industry for his expertise, but also in the academic arena for his contributions to advancing the science of assessment and monitoring protocols and technology.

## **Notable Projects**

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- **Environmental Impact Assessment, Deep Sea Mining– South Pacific**  
Mr. Hinz served as program manager for multiple environmental impact assessment in the Clarion-Clipperton Zone of the South Pacific for sea mining programs. These assessments included the study of sediment, water and biology in this deep-sea environment with depths up to 4600 meters. This project is considered the largest and deepest environmental impact assessment that has currently been completed in the marine environment. Mr. Hinz provided key support in the provision of senior scientists and tools to collect samples at deep ocean depths including sourcing of samplers, robotics, key vessel equipment and laboratories.
- **Spokane River Regional Toxics Task Force – Washington State**  
Gravity, Inc. was selected by the Regional Toxics Task Force to develop and implement sampling and analysis of trace levels of PCBs in the water column along more than 50 miles of the Spokane River. Mr. Hinz and Gravity staff were able to guide the task force in developing scope, tasks, implementation, and report development for this important foundational project.

## **Publications**

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**Hinz S**, Coston-Guarini J, Marnane M, Guarini JM. Evaluating eDNA for use within marine environmental impact assessments. *Journal of Marine Science and Engineering*. 2022 Mar 6;10(3):375.

Guarini JM, **Hinz S**, Coston-Guarini J. Designing the next generation of condition tracking and early warning systems for shellfish aquaculture. *Journal of Marine Science and Engineering*. 2021 Oct 5;9(10):1084.

## **Certifications**

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OSHA HAZWOPER; USCG 100 Ton Captain Training; CPR & Advanced First Aid; USFWS –biological & fisheries collection training; Department of Ecology – Dangerous Waste Training; BOSIET Training – Offshore; TWIC



**AUS**  
ASSOCIATED UNDERWATER SERVICES



# BOEING RENTON OUTFALL

GENERAL DIVING  
&  
HDPE OUTFALL INSTALLATION

## **WORK SUMMARY & SCOPE**

**PROJECT OWNER:**

THE BOEING COMPANY/SKANSKA

**PRIME CONTRACTOR:**

CECCANTI INC.

**PLACE OF PERFORMANCE:**

SEATTLE, WA

**PERIOD OF PERFORMANCE:**

OCT 2019 - MARCH 2023

**CONTRACT AMOUNT:**

\$900,000

**CONTRACT POINT OF CONTACT:**

MARK WILHELM

MARKW@CECCANTIINC.COM

Associated Underwater Services, Inc. was contracted to assist Ceccanti Inc. with diving services needed on the Boeing Renton Outfall Project.

AUS provided the following services:

- Installation of HDPE outfalls
- Installation, maintenance and removal of the turbidity curtains.
- Sheet Pile Inspection & Splash Zone Repairs
- Silt Curtain Installation
- Underwater Welding
- Plug Installations
- Debris Sweeps





**AUS**  
ASSOCIATED UNDERWATER SERVICES



# GEORGIA PACIFIC OUTFALL

INSPECTION,  
MAINTENANCE &  
REPAIRS

## WORK SUMMARY & SCOPE

**PROJECT OWNER:**

GEORGIA PACIFIC

**PLACE OF PERFORMANCE:**

TOLOEDO OR

**PERIOD OF PERFORMANCE:**

FEB 2002 - CURRENT

**CONTRACT AMOUNT:**

\$ 50,000 ANNUALLY

**CONTRACT POINT OF CONTACT:**

KEITH GARRETT

[KEITH.GARRETT1@GAPAC.COM](mailto:KEITH.GARRETT1@GAPAC.COM)

Associated Underwater Services has a current Master Service Agreement with Georgia Pacific to perform underwater diving services at their facilities. Services are provided for scheduled inspections, maintenance and repairs as needed for emergency call out services.

AUS Diving performs annual inspections on GP's offshore outfalls utilizing an ADCI and OSHA certified dive team. In addition to the annual inspections, AUS Diving has replaced Anodes, completed Slide Gate Repairs, Saltwater Barrier Repairs, Traveling Screen Maintenance and Dredging at multiple facilities for GP.





**AUS**  
ASSOCIATED UNDERWATER SERVICES



# PONDERAY NEWSPRINT

INSPECTION,  
MAINTENANCE &  
REPAIRS

## **WORK SUMMARY & SCOPE**

**FACILITY OWNER:**

PONDERAY NEWSPRINT

**PLACE OF PERFORMANCE:**

IONE, WA

**PERIOD OF PERFORMANCE:**

FEB 2005 - CURRENT

**CONTRACT AMOUNT:**

\$ 10,000 ANNUALLY

**CONTRACT POINT OF CONTACT:**

DIANE HAAS

DIANE@MERKLESTANDARD.COM

Associated Underwater Services assists with the required annual inspection and maintenance of the Ponderay Newsprint Outfall located on the Pend Oreille River. Additional project work, through multiple contracts, includes installing pipe clamps, replacing anodes, removing debris and completing inspections. With the high currents, low visibility and floating debris, AUS is able to mitigate any unforeseen circumstance that may arise with an OSHA ADCI certified diving crew.

AUS provided inspection services, video, and report documentation, as well as repairs safely and within the scheduled timeline.



**Envirosight**



**ROVER X**

**The Power of One**

Safe, Easy and Advanced Sewer Inspection Crawler



## The Power of One

ROVER X is the one system that lets you do everything—control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software. All this capability is packed into a simple three-piece layout, with no CCU or other components to clutter your truck.

ROVER X is built on a powerful digital backbone. Not only can you add side-scanning, laser profiling and lateral launch, you can view status from onboard sensors, automate tasks with macros, and measure defects on-screen. And future capabilities are limitless—ROVER X's firmware updates automatically to the latest features and accessory support.

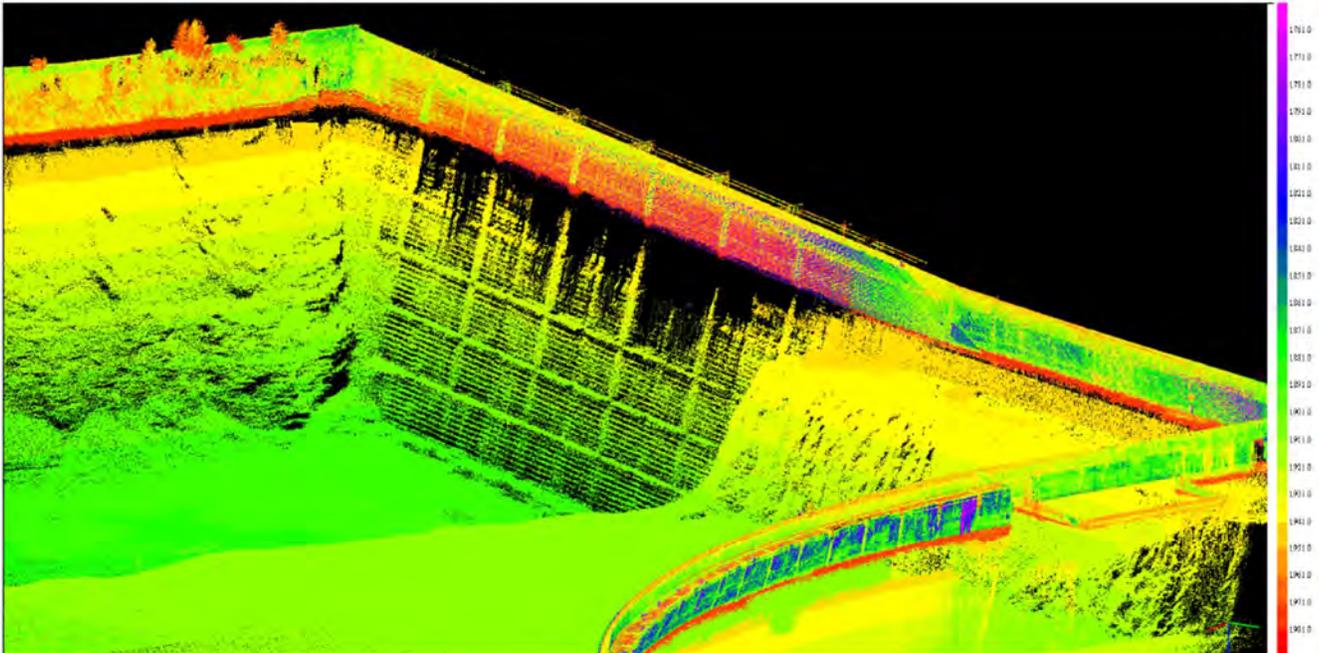
Technology aside, ROVER X is built for the rigors of sewer work. Twelve wheel options—plus camera lift, carriage and lamp accessories—mean ROVER X transforms in seconds to inspect any line. Its steerable six-wheel drive navigates past obstacles, and overlapping wheels climb offsets better than tracks.

[Click Here For Full Brochure](#)

# ROVER X



## Example of a hydrographic survey conducted by Gravity Marine



	Geodetic Settings		Survey Equipment			<b>Multibeam &amp; Lidar</b> <b>Boundary Dam</b> <b>Oct. 24th, 2024</b>	
	Horizontal Datum: NAD 83 (2011) Vertical Datum: NAVD83 Coordinate System: WGNORTH RPS 4821 Geoid Model: CONUS 2018 Horiz/Vertical Units: US Survey Feet Horiz/Vert Control: WSRN	Multi-Beam Sonar: Nortek SB600 Inertial Nav System: Applanix ROG-NAV RTK Corrections: WSRN Speed of Sound: YSI CastAway CTD Survey Date: 24 OCT 2024 <small>Data Acquisition &amp; Processing Software: HYDRACK 2024</small>	Date Acquired: 8 Oct 2024 Date Processing: 8 Oct 2024 Drafted by: R. McEwen Released by: S. Joss	8. McEwen 8. McEwen S. Joss			



# EXHIBIT A

Thank you for the opportunity to be of service. Please feel free to contact me 24/7 at the below listed number should you have any questions or comments.

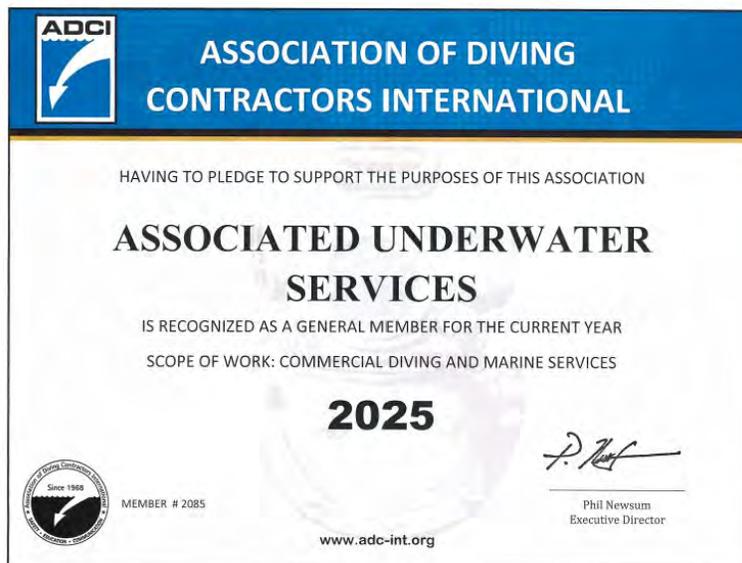
Warm regards,



Casey Jones  
Estimator/Project Manager  
Associated Underwater Services, Inc.  
Casey@ausdiving.com  
208-659-3313

## AUS CERTIFICATIONS

California State Clearinghouse (WBE) – VON#19001120  
Idaho State –Disadvantaged Business Enterprise (DBE) - 20312427  
Oregon State – Disadvantaged Business Enterprise (DBE) - 12916  
Washington State – Disadvantaged Business Enterprise (DBE) – D2F0024066  
Washington State – Women Business Enterprise (WBE) - W2F0024066



# EXHIBIT B



## CITY OF COEUR D'ALENE T&M RATES

3901 E. Ferry Ave; Spokane, WA 99202  
Ph: (509) 533-6500 / Fax: (509) 533-6505



Rates Effective: 04/01/2025 - 03/31/2027

### RATES FOR DIVING SERVICES:

LABOR:	Non-Navigable Water			
	L&I			
	ST	OT	DT	
Dive Supervisor	\$ 202.95	\$ 288.70	\$ 374.45	Per hour
Dive Master	\$ 135.35	\$ 187.25	\$ 239.20	Per hour
Diver	\$ 200.55	\$ 285.10	\$ 369.65	Per hour
Standby Diver	\$ 116.00	\$ 158.30	\$ 200.55	Per hour
Tender	\$ 114.40	\$ 155.90	\$ 197.35	Per hour
Assistant Tender	\$ 109.10	\$ 147.90	\$ 186.70	Per hour
Pilebuck / Travel Pay	\$ 101.85	\$ 139.85	\$ 177.85	Per hour
Shop	\$ 71.45	\$ 107.18	\$ 142.90	Per hour
Project Manager	\$ 120.00	\$ 164.25	\$ 208.50	Per man/per day
Penetration Pay: 25' +	\$ 2.00			Per foot
Depth Pay: 51'-100'	\$ 3.20			Per foot
101'-150'	\$ 4.75			Per foot

- ▶ Crew will receive a minimum of eight (8) hours pay when called out to work per Union Regulations.
- ▶ Minimum commercial diving crew size consists of 1-Tender, 1-Standby Diver, and 1-Diver per OSHA Regulations.
- ▶ Time plus one-half Saturday and over 8 hours per day and/or 40 hours per week
- ▶ Double Time Sundays and Holidays

### EQUIPMENT \*

Truck	\$ 90.00	Per Day
Mileage	\$ 0.66	Per Mile
Shallow Water Dive Package	\$ 120.00	Per Day
Recompression Chamber	\$ 200.00	Per Day
Equipment Trailer	\$ 50.00	Per Day
EZ dock Sections	\$ 25.00	Per section/ Per day
Skiff w/outboard	\$ 75.00	Per Day
Dive boat	\$ 350.00	Per Day
Underwater Video System	\$ 150.00	Per Day
Underwater Welding Gear	\$ 25.00	Per Day
Underwater Burning Gear	\$ 25.00	Per Day
Underwater Digital Camera	\$ 20.00	Per Day
Air Compressor	\$ 60.00	Per Day
Generator	\$ 40.00	Per Day
Welder	\$ 40.00	Per Day
Pneumatic Tools	\$ 35.00	Per Day
Pneumatic Chipping Gun / Air Chipper	\$ 35.00	Per Day
Diver Hot Water System	\$ 40.00	Per Day
Pressure Washer	\$ 70.00	Per Day
Hydraulic Power Unit	\$ 175.00	Per Day
Jet Pump (Keen)	\$ 50.00	Per Day
Rock Drill	\$ 45.00	Per Day
Tri-Pod Retrieval System	\$ 80.00	Per Day
Ultrasonic Thickness Meter	\$ 250.00	Per Day
Potentiometer	\$ 80.00	Per Day
Small Conex	\$ 50.00	Per Day

\*Other equipment not listed may be needed/used for a daily rate determined at time of use.

3rd Party Charges: (Vessels, Trucking, etc.)	Cost + 15%
Consumables: (Burning Rod, O2, Fuel, Film, etc.)	Cost + 15%
Materials:	Cost + 15%

OTHER BUSINESS

## **CITY COUNCIL STAFF REPORT**

**DATE:** April 1, 2025  
**FROM:** Todd Feusier, Director, Streets & Engineering  
**SUBJECT:** DONATION OF USED SIGNAL EQUIPMENT

---

**DECISION POINT:** Should Council declare various pieces of used signal equipment and related items to be surplus and authorize the donation of these items to the City of Lewiston, Idaho?

**HISTORY:** As technology improves and equipment reaches the end of usefulness to the City, items are brought to Council to be declared as surplus. Currently, the following items are deemed at their end-of-service life period. The Streets & Engineering Departments request they be deemed surplus:

1. TS1 Traffic Signal Cabinets up to five
2. LED Inserts
3. Load switches
4. Pedestrian buttons and related equipment
5. Signal and Pedestrian heads

**PERFORMANCE ANALYSIS:** This equipment has been deemed of little to no value to the City of Coeur d'Alene because of their incompatibility with the City's current signal equipment. These items were deemed incompatible with our infrastructure before being listed as surplus. The equipment, however, will make a positive impact to the City of Lewiston.

**FINANCIAL ANALYSIS:** The City of Lewiston is managing all transportation of this equipment.

**DECISION POINT / RECOMMENDATION:** Council should declare the various pieces of used equipment and items to be surplus and authorize the donation to the City of Lewiston.

RESOLUTION NO. 25-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING CERTAIN SIGNAL EQUIPMENT TO BE SURPLUS, AUTHORIZING THE DONATION OF THE SURPLUS PROPERTY TO THE CITY OF LEWISTON, IDAHO, AND APPROVING A DONATION AGREEMENT.

WHEREAS, the Streets and Engineering Department recommends that the Mayor and City Council of the City of Coeur d'Alene declare certain signal equipment to be surplus and that the property be donated to the City of Lewiston, Idaho; and

WHEREAS, certain items of property of the City have become worn out, obsolete, or are no longer needed by the City; and

WHEREAS, the City Council desires to dispose of the following surplus property:

- TS1 Traffic Signal Cabinets up to five
- LED Inserts
- Load switches
- Pedestrian buttons and related equipment
- Signal and Pedestrian heads

WHEREAS, the donation shall be made pursuant to the Donation Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, that the property listed above is declared to be surplus and should be donated to the City of Lewiston.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Donation Agreement on behalf of the City in substantially the form attached hereto as Exhibit "A."

DATED this 1<sup>st</sup> day of April, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## DONATION AGREEMENT

This is a Donation Agreement for described personal property between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, and the City of Lewiston, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "Lewiston"), whose address is 1134 F Street, Lewiston, Idaho 83501.

WHEREAS, the City desires to donate TS1 traffic signal cabinets, internal components including but not limited to LED inserts, control boards, modules, load switches, PED buttons, etc., and related equipment and supplies thereof (hereinafter collectively referred to as the "Signal Cabinets"), owned and formerly used by the City; and

WHEREAS, the City is unwilling to make any representations or warranties whatsoever regarding the Signal Cabinets and is only willing to gift the Signal Cabinets to Lewiston on an "as is, where is" and "with all faults" basis; and

WHEREAS, Lewiston has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the Lewiston's decision to accept the Signal Cabinets from the City; and

WHEREAS, Lewiston is willing to accept the Signal Cabinets from the City without any representations or warranties whatsoever regarding the Signal Cabinets, on an "as is, where is" and "with all faults" basis; and

NOW, THEREFORE,

1. The City agrees to donate the Signal Cabinets to Lewiston and Lewiston agrees to accept up to five (5) Signal Cabinets from the City on the terms and conditions set forth herein.
2. Lewiston reserves the right, at its sole discretion, to inspect and reject any donated Signal Cabinet at the time of pickup to determine if the Signal Cabinets are determined to be unsuitable or otherwise not acceptable for any reason. Any donated item rejected by Lewiston shall not be accepted or transferred under this Agreement and shall remain the sole responsibility of the City.
3. The City makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Signal Cabinets donated hereby.
4. Lewiston acknowledges and accepts that the Signal Cabinets being donated by City does not include the primary central processing unit (CPU) component or any other components commonly referred to as the "brain" or the operational core of the Signal Cabinet, which must be provided for by Lewiston. Lewiston acknowledges and is aware that such components are essential

for the full operational capability of the Signal Cabinets and that their absence does not constitute a deficiency or non-conformance with the specifications of this Agreement.

5. Lewiston agrees that the City shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the Signal Cabinets provided under this agreement, whether in an action in contract, tort, or equity.

6. Lewiston assumes the sole and all risk of injury or harm as a result of the donation and use of the accepted Signal Cabinets, and agrees to release and forever discharge the City from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the Signal Cabinets and related equipment and supplies.

7. Lewiston further holds harmless and agrees to indemnify and defend the City, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of the City, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the accepted Signal Cabinets and related equipment and supplies.

8. The City and Lewiston agree to execute all instruments and documents, and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Signal Cabinets, and shall use their best efforts to consummate the transfer and donation in a timely manner.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Idaho. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

DATED this 1<sup>st</sup> day of April, 2025.

**CITY OF COEUR D'ALENE**

**CITY OF LEWISTON**

By \_\_\_\_\_  
Woody McEvers, Mayor

By \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Tanya M. Brocke, City Clerk

**CITY COUNCIL  
STAFF REPORT**

**DATE:** APRIL 1, 2025  
**FROM:** CHRIS BOSLEY – CITY ENGINEER  
**SUBJECT:** AMENDMENT TO CITY MUNICIPAL CODE 12.28.180(G) AND 12.28.210(C)  
REGARDING CURB AND SIDEWALK CONSTRUCTION REQUIREMENT  
FOR BUILDING PERMITS

---

**DECISION POINT:** Should Council approve Code amendments to Municipal Code §§ 12.28.180(G) and 12.28.210(C) which increase the threshold for curb and sidewalk installation from \$30,000 to \$45,000 based on the value of the building permit?

**HISTORY:** The City Code requires a property owner to install curb and sidewalk, if none exist, when pulling a building permit with a valuation of \$30,000 or more. There are a few exceptions to this requirement. The \$30,000 threshold was codified in 2009 and, since then, the cost of construction has risen substantially making the cost of the requirement to install curb and sidewalk disproportionate to the current threshold. Adjusting for inflation, an equivalent threshold value in 2024 would be slightly less than \$45,000. Additionally, projects with low valuations and numerous sidewalk repair requirements can be a burden on property owners, sometimes doubling the cost of a small project. The Americans with Disabilities Act (ADA) states that when a primary function area is altered, the accessible path of travel to that area must be made accessible. Typical stand-alone maintenance projects such as roofing, siding, windows, and HVAC would be exempt from this requirement. These proposed Code amendments will reduce the burden on property owners while meeting Federal requirements.

**FINANCIAL ANALYSIS:** There would be no cost to the City with these Code amendments, but would decrease the financial burden on property owners.

**PERFORMANCE ANALYSIS:** These Code amendments would likely make more small property improvements feasible without the requirement to install curb and sidewalk at the same time.

**DECISION POINT/RECOMMENDATION:** Council should approve the Code amendments to Municipal Code §§ 12.28.180(G) and 12.28.210(C) to increase the threshold for curb and sidewalk installation from \$30,000 to \$45,000 based on the value of the building permit.

## CITY COUNCIL STAFF REPORT

**DATE:** 4/1/2025  
**FROM:** Monte McCully, City of Coeur d'Alene Trails Coordinator  
**SUBJECT:** Amendments to Municipal Code §§ 12.28.210(C) and 12.28.240 to remove the exceptions to the requirement to construct sidewalks in Priority Pedestrian Corridors (action required)

---

**DECISION POINT:** Should Council adopt amendments to the Municipal Code that provides exceptions to the requirement to construct sidewalks in the areas identified as Priority Pedestrian Corridors?

**HISTORY:** The need for sidewalks in priority corridors was discussed by City Council on October 15, 2024, and Council directed Staff to prepare an Ordinance amending §§ 12.28.210(C) and 12.28.240 of the Municipal Code to remove the exceptions for sidewalk construction in designated Priority Corridors. We are bringing the language of a proposed Ordinance forward now for adoption.

Coeur d'Alene does not have sidewalks in 30% of neighborhoods due to older areas of the City being built before sidewalks were required. Municipal Code §§ 12.28.210 and 12.28.240 provide for exceptions to sidewalk construction due to hardship, geographical constraints, and distance. For example, if the nearest sidewalk is 450 feet or more from the property being improved, the property owner is not required to build a sidewalk. This means sidewalks may never get built in many older areas of the City. The amendments to these Code section will remove the exceptions and will require developers/owners to construct sidewalks in the identified Priority Corridors regardless of the distance to the nearest sidewalk or any other exemption. An amendment to the Code specifically identifies twelve (12) priority corridors that will not be excepted from the requirement to construct sidewalks with development. These areas are primarily routes to schools from neighborhoods.

**FINANCIAL ANALYSIS:** There is no direct financial impact on the City. Sidewalks in the priority areas will be built by property developers/owners. However, the City may, in the future, receive grant money for sidewalks or conduct sidewalk projects, in which case the City will construct the sidewalks.

**PERFORMANCE ANALYSIS:** Requiring the construction of sidewalks in conjunction with development in Priority Pedestrian Corridors will help the City create a safer, more walkable community.

**DECISION POINT/ RECOMMENDATION:** City Council should adopt the amendments to the Municipal Code to remove the exceptions from the requirement to construct sidewalks in the areas identified as Priority Pedestrian Corridors.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 25-1008

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 12.28.180(G), 12.28.210(A), 12.28.210(C), AND 12.28.240 OF THE COEUR D’ALENE MUNICIPAL CODE REGARDING CURB AND SIDEWALK CONSTRUCTION AND IMPROVEMENTS, AND PRIORITY PEDESTRIAN CORRIDORS; 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.

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 section 12.28.180(G) of the Coeur d’Alene Municipal Code be amended as follows:*

G. No curbing is required when:

1. The building permit is for an amount less than ~~thirty~~forty-five thousand dollars (~~\$3045,000.00~~), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than ~~thirty~~forty-five thousand dollars (~~\$3045,000.00~~); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds ~~thirty~~forty-five thousand dollars (~~\$3045,000.00~~), then for the purposes of this section both permits shall be considered as one permit, and curbs and asphalt paving shall be required, subject to any exceptions further defined herein.
  - a. A person required to construct curbing pursuant to this section shall not be required to expend in excess of twenty percent (20%) of the value of the building permit in the construction of any required curbing, sidewalks and curb ramps, but must construct as much curbing as possible using funds equal to at least twenty percent (20%) of the value of the building permit as directed by the City Engineer.
2. In a previously developed residential neighborhood on residential streets when:
  - a. All of the lots on one side of the street have been previously built upon in accordance with ~~eCity eCodes~~ without curbs; and

- b. Said lot frontages without curbs extend a maximum of four hundred fifty feet (450') in either direction or to the nearest intersection whichever is less.

A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections G(2)(a) and G(2)(b) of this section.

In the event a local improvement district is created in the neighborhood, this section shall no longer apply.

**SECTION 2.** *That section 12.28.210(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. Sidewalk Construction Required: Hereafter when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city where there are no sidewalks, the persons constructing, or causing such construction, or moving, or causing such structures to be moved ~~such structures~~, or altering or causing to be altered such existing structures on the lots, shall, during the construction, moving or alteration of structures, construct sidewalks and curb ramps as described in sections 12.28.220 and 12.28.230 of this chapter.

- 1. A person required to construct sidewalks and curb ramps pursuant to this section shall not be required to expend in excess of twenty percent (20%) of the value of the building permit in the construction of any required sidewalks and curb ramps, but must construct as much sidewalk and curb ramps as possible using funds equal to at least twenty percent (20%) of the value of the building permit as directed by the City Engineer.

**SECTION 3.** *That section 12.28.210(C) of the Coeur d'Alene Municipal Code be amended as follows:*

C. Exceptions To Sidewalk Requirements: No sidewalk is required when:

- 1. The building permit is for an amount less than ~~thirty-fourty-five~~ thousand dollars (\$~~3045~~,000.00), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than ~~thirty-fourty-five~~ thousand dollars (\$~~3045~~,000.00); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds ~~thirty-fourty-five~~ thousand dollars (\$~~3045~~,000.00), then for the purposes of this section both permits shall be considered as one permit and sidewalks shall be required subject to any exceptions further defined herein.
- 2. There is a natural change of elevation in the ten foot (10') strip adjoining the curb of greater than four feet (4') and a safe alternative pedestrian pathway is available.

3. In a previously developed residential neighborhood:
  - a. All of the lots on one side of the street have been previously built upon in accordance with ~~eCity eCodes~~ without sidewalks; and
  - b. Said lot frontages without sidewalks extend a maximum of four hundred fifty (450) front feet in either direction or to the nearest intersection, whichever is less; ~~and~~
  - c. A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections ~~C(3)(a)~~ and ~~C(3)(b)~~ of this section; ~~;~~
  - d. In the event a local improvement district is created in the neighborhood, this section shall no longer apply.
  - e. The exceptions in this section shall not apply to the following Priority Pedestrian Corridors:
    - i. N. Honeysuckle Drive, E. Best Avenue to N. 4th Street;
    - ii. E. Margaret Avenue, N. 4th Street to N. 15th Street;
    - iii. N. 19th Street, E. Nettleton Gulch Road to E. Thomas Lane;
    - iv. E. Lunceford Lane, N. 4th Street to N. 19th Street;
    - v. E. Stiner Avenue, N. Honeysuckle Drive to N. 15th Street;
    - vi. E. Crawford Avenue, N. Honeysuckle Drive to N. 12<sup>th</sup> Street;
    - vii. E. Nettleton Gulch Road, N. 15<sup>th</sup> Street to N. 19<sup>th</sup> Street;
    - viii. E. Dalton Avenue, N. Ramsey Road to N. 15th Street;
    - ix. S. and N. 21st Street, E. Mullan Ave to Fernan Elementary;
    - x. E. Coeur d'Alene Avenue, N. 15th Street to N. 23rd Street;
    - xi. E. Mullan Avenue, S. 14th Street to E. Coeur d'Alene Lake Drive;
    - xii. W. Lacrosse Avenue, Northwest Boulevard to N. Government Way;

xiii. W. Marie Avenue, N. Ramsey Road to Howard Street; and

xiv. N. Howard Street, W. Appleway Avenue to W. Neider Avenue.

4. The building permit is for a portable classroom which meets the parking requirements of subsections 17.44.050(D)(4) and (D)(5) of this eCode and other requirements of section 17.44.050 of this eCode.
5. There is a hillside subdivision. A "hillside subdivision" is defined as a subdivision where the highest and lowest points are at least one thousand feet (1,000') distant horizontally and the difference in elevation is at least thirty percent (30%) of the horizontal separation.
6. Sidewalks may not be required for immediate installation if the requirements of subsection 12.28.180(C), (D), or (F) of this eChapter are met. However, such sidewalks will be installed at such time that curbs would be pursuant to subsections 12.28.180(C), (D), and (F) of this eChapter.

**SECTION 4.** *That section 12.28.240 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. The eCity eCouncil has found it to be a hardship on property owners within light manufacturing (LM) and manufacturing (M) zoning districts to compel construction of sidewalks and curbing when the following criteria are met:
  1. The property was annexed into Coeur d'Alene prior to January 1, 1984; and
  2. The property was previously developed in accordance with applicable standards in effect at the time of the development of the LM or M use; and
  3. The property owner enters into an agreement with the eCity to waive future protest against the formation of a local improvement district which would provide public improvements which would benefit the property; and
  4. That due to the development of the surrounding area, the installation of curbs and sidewalks would, in the opinion of the eCity eEngineer based upon recognized standards, create a hazard to public health and welfare.
- B. Property use for LM and M purposes meeting the requirements of subsections (A)(1) through (A)(3) of this section shall be exempt from the mandatory requirements of this eChapter as to construction of new sidewalks and curbs for a period of twenty (20) years immediately following annexation of the property, but shall not be exempt from the mandatory requirements for the repair of existing sidewalks and curbs, if any.

- C. This section shall not apply when a local improvement district is established which benefits the property, or if the property is subdivided subsequent to annexation.
- D. For purposes of this section, the term “previously developed” means property upon which a building permit was issued by a jurisdiction other than the eCity, and the building or buildings completed, occupied, and continuously utilized for a use permitted in an LM or M zoning district as allowed by this eCode.
- E. This exception provided by this section shall not apply to Priority Pedestrian Corridors identified in Municipal Code § 12.28.210(C)(3)(e).

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** 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 7.** After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 1, 2025.*

APPROVED, ADOPTED and SIGNED this 1<sup>st</sup> day of April, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections 12.28.180(G), 12.28.210(A), 12.28.210(C), and 12.28.240  
of the Coeur d'Alene Municipal Code.

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 12.28.180(G), 12.28.210(A), 12.28.210(C), AND 12.28.240 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING CURB AND SIDEWALK CONSTRUCTION AND IMPROVEMENTS, AND PRIORITY PEDESTRIAN CORRIDORS; 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. 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 City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending sections 12.28.180(G), 12.28.210(A), 12.28.210(C), and 12.28.240 of the Coeur d'Alene Municipal Code, 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 1<sup>st</sup> day of April, 2025.

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Randall R. Adams, City Attorney