



# Coeur d'Alene

## CITY COUNCIL MEETING

*December 15, 2009*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

**Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy**

# 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  
DECEMBER 1, 2009**

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 December 1, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy	)	Members of Council Present
Woody McEvers	)	
Loren Ron Edinger	)	
A. J. Al Hassell, III	)	
John Bruning	)	

Deanna Goodlander	)	Members of Council Absent
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**CALL TO ORDER:** The meeting was called to order by Mayor Bloem.

**MOMENT OF SILENCE:** Councilman Edinger asked for a moment of silence for the four slain Police Officers in Lakewood, Washington and their families.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was led by Councilman Edinger.

**PRESENTATION – APPRECIATION AWARD TO CHARTER ACADEMY:** Parks Director Doug Eastwood expressed the City's appreciation to the Charter Academy students for volunteering to clean the cemetery. Nancy Larsen and her students accepted the plaque from Councilman Bruning. Mayor Bloem thanked the students and commented that the power of students is amazing in what they can accomplish.

**PUBLIC COMMENTS:** Mayor Bloem called for public comments with none being received.

**CONSENT CALENDAR:** Motion by Kennedy, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for November 17, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, December 7<sup>th</sup> at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-046: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING BID AWARD AND APPROVAL OF A CONTRACT WITH CMEC, INC. FOR DIGESTER NO. 4 AND CLARIFIER NO. 1 COATINGS PROJECT; APPROVAL TO CONTINUE THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS; APPROVAL OF CHANGE ORDER NO. 2 WITH SHANNON

INDUSTRIAL CONTRACTORS, INC. FOR THE STORMWATER PUMP STATION REBUILD PROJECT; AND APPROVAL OF AMENDMENT NO. 3 TO THE HAWK'S NEST ANNEXATION AGREEMENT.

4. RESOLUTION 09-045: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.
5. Setting of a public hearing for Substantial Amendments to the 2009 CDBG Action Plan for January 19, 2010.
6. Approval of beer/wine license for Skippers at 327 W. Hanley Ave.
7. Approval of purchase of two vehicles for the Water Department.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye.  
Motion carried.

**COUNCIL ANNOUNCEMENTS:**

COUNCILMAN BRUNING: Councilman Bruning announced that the City has been awarded a \$6,465 grant from the Idaho Department of Lands which will be used for enhancements such as trees and shrubs at the stoplight at Riverstone Drive.

COUNCILMAN EDINGER: Councilman Edinger commended the Hagadone Corporation for the wonderful fireworks display and the Chamber for the annual Christmas parade.

**APPOINTMENTS – PEDESTRIAN/BICYCLE COMMITTEE AND ANIMAL CONTROL ADVISORY BOARD:** Motion by Kennedy, seconded by Bruning to appoint Thomas McTevia and Lucas Hutson to the Pedestrian/Bicycle Committee and appoint Sgt. Bill Tilson to the Animal Control Advisory Board. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that Council members, staff and St. Vincent DePaul and Contractors NW participated in a ribbon cutting ceremony at the 18-unit HUD low income facility for people with disabilities at the intersection of Neider and Howard. She advised citizens that winter is coming and asked residents to review the City's snow plow policy which can be reviewed on the City's web site. She also noted that the Police Dept. is requesting that residents remove their boats, trailers and other vehicles parked on the streets as required by city law. The Police and Fire Departments are again organizing their Holidays and Heroes program. This is a program sponsored by the Police Officers and Firefighters in the area to assist children in purchasing Christmas gifts. She added that citizens who wish to participate may drop off cash or food donations at the Police Station. She announced the various children's programs that are being conducted at the Library throughout the month of December.

RESOLUTION NO. 09-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN JOINT USE OF RECREATIONAL FACILITIES AGREEMENT, WITH SCHOOL DISTRICT #271.

STAFF REPORT: Recreation Director Steve Anthony reported that the Recreation Department and School District have shared facilities for over 60 years. The current Joint Use Agreement has expired. The school district is the main provider of indoor recreational facilities for the City's programs. The city also uses school district grounds and tennis courts. The school district uses city outdoor facilities and the city prepares McEuen field and Ramsey Park fields for district baseball and softball games.

Mr. Anthony explained in his staff report that the city would contract annually to the District \$30,000.00 a year for maintenance and future gym expansion. The breakdown is 66% towards maintenance and 33% towards future gymnasium facilities. The City recognizes that the programs do have a financial impact on the district. The contracted amount will be budgeted annually by the Recreation Department. When the district builds or remodels an elementary school the gym will be built to city specifications and receive an agreement to use that gym without paying additional funds. If the district has not constructed or remodeled one new elementary school gymnasium in the next 6 years, the district will execute a 40 year agreement for the primary use of Ramsey School gymnasium. This agreement also allows the City to use facilities other than gymnasiums (cafeterias, auditoriums, and common areas).

Motion by Edinger, seconded by Hassell to adopt Resolution No. 09-048.

ROLL CALL: Edinger, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye.  
Motion carried.

#### RESOLUTION NO. 09-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT WITH RANDY AND AKIKO FOLK, dba TIKI HUT FOR THE INDEPENDENCE POINT FOOD CONCESSION.

Motion by Edinger, seconded by Bruning to adopt Resolution 09-049.

ROLL CALL: Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye.  
Motion carried.

**PUBLIC HEARING – AMENDING/ESTABLISHING CERTAIN CITY FEES:** Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen outlined the proposed fee adjustments noting that the City Departments recently completed a review of their fee structures to assure that the various fees are current with the actual cost for services/materials being provided. As a result of that review the following fees are being recommended for adoption. The first set of fees is for the Water Department which is an enterprise fund and not a property taxpayer based fund. The fees recommending to be amended are: Overdue backflow tests with other tag fees (\$25.00); base rate for one-time bulk water purchasers (\$25.00); and, penalty for permanent bulk water station users who neglect to submit their log sheets showing usage (\$40.00). The Childcare Commission is recommending that a

new, lower fee for a Childcare License for Athletic Clubs at \$10.00 be established. He reviewed the various Recreation Department fees and noted that these proposed fees are comparable to neighboring communities. The Parks Department is recommending amendments to various fees including marina fees, various cemetery fees, and a Library food permit fee.

DISCUSSION: Councilman Edinger asked that the youth baseball, youth soccer and youth flag football fees remain the same. Steve Anthony responded that if the Council wishes to do so, they can. Councilman Edinger asked how the proposed dock access will be monitored and what is the City's liability. Doug Eastwood responded that in order to avoid overcrowding of the docks, some method of security will be required. Councilman Edinger asked how the fee will be collected on the 4<sup>th</sup> of July. Mr. Eastwood responded that the tickets will be sold in advance. City Attorney Gridley noted that if the City charges a fee that the City must use extraordinary care; however, if no fee is charged there is less liability for the City. Councilman Kennedy asked what would be the definition of food. Howard Gould responded that anytime that people set out food on tables including cookies that could be dropped onto the carpet and ground into the carpet. Councilman Hassell asked about beverages. Mr. Gould responded that spills do occur and add to the cost of maintaining the carpet. Councilman Edinger asked if the proposed cemetery fees are comparable to neighboring cemeteries. Mr. Tymesen responded that they did a review of various cemeteries and the proposed fees are comparable. Mr. Eastwood presented an overview of the comparisons of City cemetery fees to other cemeteries.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

COUNCIL MOTIONS: Motion by Edinger, seconded by McEvers that the fees for youth baseball, youth soccer and youth flag football remain the same.

MOTION: Councilman Hassell noted that he is not opposed to raising the non-resident fees in that they do not pay property taxes to participate in the payment to the School District or upkeep.

Motion failed.

MOTION: Motion by Kennedy, seconded by McEvers to remove the library food fee.

Councilman Kennedy is opposed to charging certain groups for serving food and not charging City committees.

Motion failed.

MOTION: Motion by Edinger, seconded by Hassell to add beverage to the use of food in the Library. Motion carried.

MOTION: Motion by McEvers, seconded by Edinger to remove the \$25.00 dock fee.

Councilman Edinger voiced his concern on the liability of charging a fee for use of the dock on the 4<sup>th</sup> of July.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, No; Edinger, Aye; Hassell, No. Motion carried.

#### RESOLUTION NO. 09-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AND AMENDING CERTAIN CITY FEES.

Motion by Hassell, seconded by Bruning to adopt Resolution 09-050 with the above-noted changes.

Motion by Edinger, seconded by McEvers amend the motion to keep the resident fees for youth baseball, youth soccer and youth flag football the same for residents and increasing the non-residents fees to \$22.00. Motion carried.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion carried as amended.

**EXECUTIVE SESSION:** Motion by Hassell, seconded by Bruning to enter into Executive Session as provided by I.C. 67-2345 SUBSECTION F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

The Council met in Executive Session at 7:30 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to the regular meeting at 8:00 p.m.

#### RESOLUTION NO. 09-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING WITHERSPOON, KELLEY, DAVENPORT & TOOLE TO COMMENCE WITH CONDEMNATION PROCEEDINGS, IF NECESSARY, ON PARCELS LOCATED ON HOWARD STREET IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Motion by Bruning, seconded by Hassell to adopt Resolution 09-051.

ROLL CALL: McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Kennedy, Aye. Motion carried.

**ADJOURNMENT:** Motion by Bruning, seconded by McEvers that, there being no further business, this meeting is adjourned. Motion carried.

The meeting recessed at 8:05 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk



RESOLUTION NO. 09-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF S-3-06 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR HAWK'S NEST 4<sup>TH</sup> ADDITION AND APPROVAL OF AN AGREEMENT FOR PUD-4-06 AND PUD-4-06M FOR RIVERSTONE WEST PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 2" and by reference made a part hereof as summarized as follows:

- 1) Approval of S-3-06 Final Plat Approval and Subdivision Improvement Agreement for Hawk's Nest 4<sup>th</sup> Addition;
- 2) Approval of an Agreement for PUD-4-06 and PUD-4-06m for Riverstone West Planned Unit Development (PUD);

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 agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 15<sup>th</sup> day of December, 2009.

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Sandi Bloem, Mayor

ATTEST

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Susan K. Weathers, City Clerk

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

**ROLL CALL:**

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 15, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Hawk's Nest 4<sup>th</sup> Addition: Final Plat, Subdivision Agreement & Security Approval

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**DECISION POINT**

Staff is requesting the following:

1. Council approval of the final plat document, a sixty three (63) lot residential development.
2. Council approval of the subdivision agreement and security.

**HISTORY**

- a. Applicant: Tim Mueller  
Hayden, LLC  
1400 Northwood Center Court  
Coeur d'Alene, ID 83814
- b. Location: West of Atlas Road & north of Hanley Avenue.
- c. Previous Action:
  - Final plat of Hawk's Nest, March 2007
  - Final plat of Hawk's Nest 1<sup>st</sup> Addn., December 2007
  - Final plat of Hawk's Nest 2<sup>nd</sup> Addn., May 2008
  - Final plat of Hawk's Nest 3<sup>rd</sup> Addn., December 2008

**FINANCIAL ANALYSIS**

The developer is entering into a subdivision agreement for the completion of the required infrastructure which will allow him to receive final plat approval. The agreement for \$91,055.00 is a cash security.

**PERFORMANCE ANALYSIS**

The subdivision agreement requires that the necessary improvements be installed no later than June 30, 2010. The recordation of the plat would allow the developer to sell lots, and may allow the issuance of 20% of the available building permits at the discretion of the City Engineer. No Certificate's of Occupancy will be allowed until the improvements are accepted per City Code.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Approve the subdivision agreement and security.

# HAWKS NEST FORTTH ADDITION

A REPLAT OF LOT 1, BLOCK 10, HAWKS NEST THIRD ADDITION, SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## BASES OF BEARING

BASES OF BEARING FOR THIS SURVEY IS N01°25'55"E ALONG THE EAST LINE OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, PER OAH STATE PLATS COMPENSATE SYSTEM, WEST ZONE, USNA. THE CORNER OF SECTION 28 IS -0047°58.60".

## REFERENCES

- R-1 PLAT OF HAWKS NEST BY CHAD J. JOHNSON, PLS 9357, FILED IN BOOK X OF PLATS AT PAGES 418, 418A-H, RECORDS OF KOOTENAI COUNTY.
- R-2 RECORD OF SURVEY BY THOMAS GEORGE KEOPPE, PLS 6920, FILED IN BOOK 19 OF SURVEYS AT PAGE 315A, RECORDS OF KOOTENAI COUNTY.
- R-3 RECORD OF SURVEY BY JAMES B. ELLIOTT, PLS 988, FILED IN BOOK 17 OF SURVEYS AT PAGE 58, RECORDS OF KOOTENAI COUNTY.
- R-4 RECORD OF SURVEY BY DAVID SCHUMANN, PLS 1182, FILED IN BOOK 22 OF SURVEYS AT PAGE 182, RECORDS OF KOOTENAI COUNTY.
- R-5 RECORD OF SURVEY BY CHRISTOPHER J. RENALDO, PLS 976A, FILED IN BOOK 16 OF SURVEYS AT PAGE 16B, RECORDS OF KOOTENAI COUNTY.
- R-6 RECORD OF SURVEY BY DOUGLAS W. BLACK, PLS 587A, FILED IN BOOK 11 OF SURVEYS AT PAGE 338, RECORDS OF KOOTENAI COUNTY.
- R-7 ANNEXTION MAP BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK 24 OF SURVEYS AT PAGE 341, RECORDS OF KOOTENAI COUNTY.
- R-8 HAWKS NEST FIRST ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK X OF PLATS AT PAGES 94 & 94A-C, RECORDS OF KOOTENAI COUNTY.
- R-9 HAWKS NEST SECOND ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK X OF PLATS AT PAGES 148 & 148A-H, RECORDS OF KOOTENAI COUNTY.
- R-10 HAWKS NEST THIRD ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK X OF PLATS AT PAGES 211 & 211A-E, RECORDS OF KOOTENAI COUNTY.

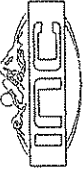
## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.
2. PUBLIC ROAD AND UTILITY CROSSINGS EASEMENT PER INSTRUMENT NO. 215676000.
3. UTILITY EASEMENT PER INSTRUMENT NO. 213677000.
4. A PORTION OF THE NON-EXCLUSIVE PIPELINE EASEMENT PER INSTRUMENT NO. 215677000.

## RECORD

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9387
- ⊗ FOUND 2-1/2" ALUMINUM CAP MARKED PLS 9387
- ◇ FOUND 5/8" REBAR WITH CAP MARKED 4182
- CALCULATED POINT, NOTHING FOUND OR SET

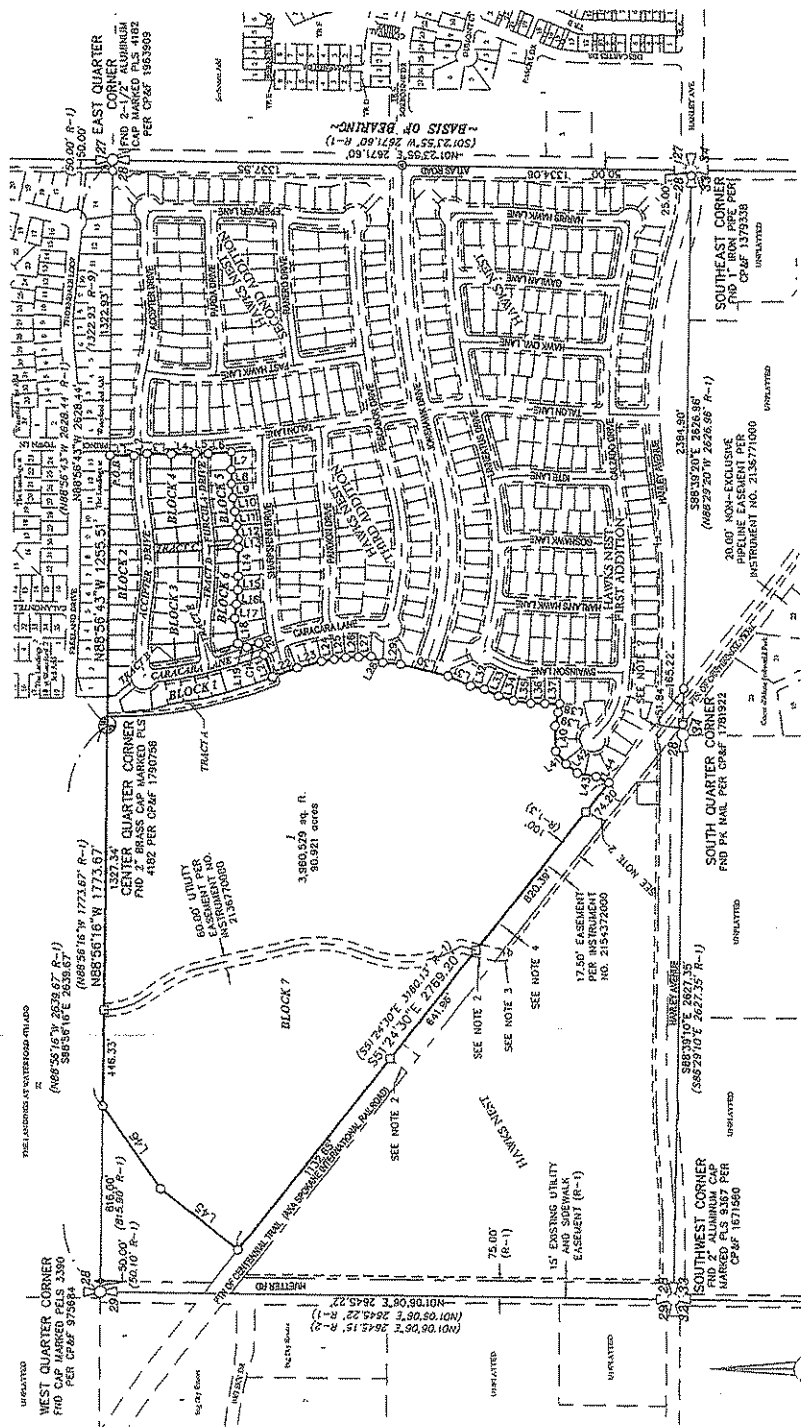
THE PORTAGE OF THIS SHEET IS TO BEHOLD THE OVERALL PLAT BOUNDARY AND TO PROVIDE A GENERAL OVERVIEW OF THE PLAT AND AN INDICATION OF THE SUBSEQUENT THESE BOUNDARIES



1296 Polson Ave. Ste. B  
Post Falls, Idaho 83854  
PHONE (208) 773-8370  
FAX (208) 777-2128  
www.ingidaho.com

HAWKS NEST FOURTH ADDITION  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SVA DATE: 08/12/09 DWS NAME/SW/PLAT/PLA.L.D  
CHECKED BY: SCALE: 1" = 400' PROJ. # 08-200 SHEET 1 of 2

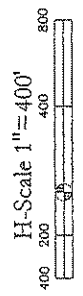


CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	58.25	1750.00	58.25	28.13	S011°54'E	154.70°

LINE	LENGTH	BEARING
L33	72.18	S28°41'32"W
L34	72.42	S17°50'54"W
L35	80.33	S09°30'00"W
L36	85.00	S01°21'18"W
L37	70.00	S01°18'01"W
L38	70.00	S01°18'01"W
L39	84.30	S27°44'44"W
L40	117.92	S09°02'48"W
L41	77.29	S81°39'45"W
L42	66.67	S19°25'21"W
L43	68.68	S11°0'55"W
L44	65.90	S23°52'12"W
L45	54.72	S48°31'37"W
L46	48.10	S55°38'12"E
L47	469.10	S55°39'12"E

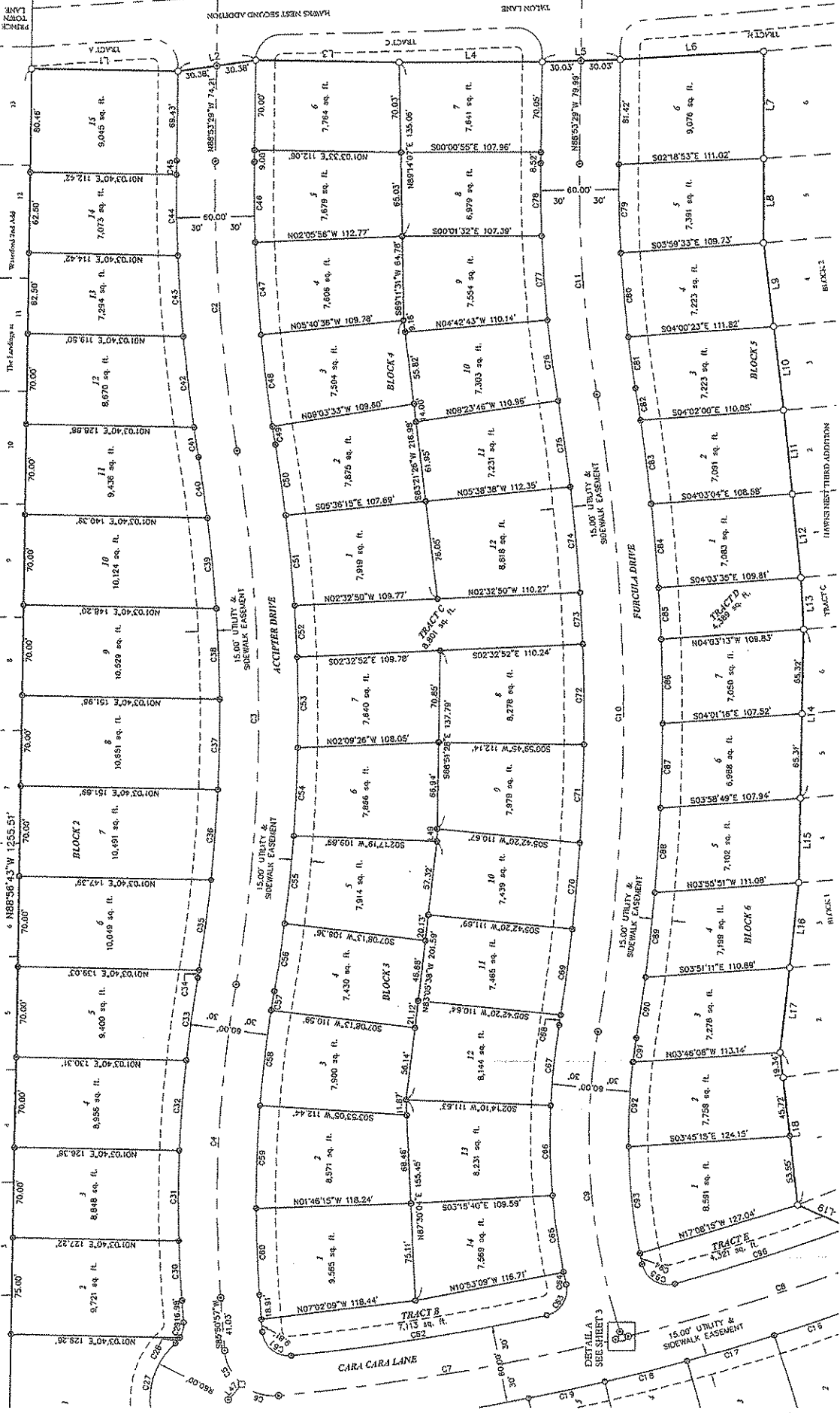
LINE	LENGTH	BEARING
L17	68.14	S83°30'00"W
L18	118.81	S82°24'42"W
L19	43.10	S74°02'31"W
L20	60.00	S57°45'55"W
L21	110.44	S81°4'55"W
L22	170.00	S07°1'34"E
L23	151.00	S07°1'34"E
L24	58.71	S08°27'09"E
L25	54.20	S08°27'09"E
L26	58.72	S02°09'22"E
L27	58.72	S02°09'22"E
L28	65.30	S78°1'08"W
L29	83.25	S14°23'39"W
L30	228.05	S14°23'39"W
L31	65.31	S82°43'13"W
L32	65.66	S11°52'21"W

LINE	LENGTH	BEARING
L1	50.00	S01°31'17"W
L2	40.76	S01°52'27"E
L3	109.77	S01°03'28"W
L4	110.25	S00°01'11"E
L5	60.07	S01°38'51"E
L6	110.10	S01°19'27"E
L7	83.08	S88°35'36"W
L8	83.08	S88°35'36"W
L9	85.05	S88°35'36"W
L10	85.65	S81°18'40"W
L11	65.02	S84°16'37"W
L12	48.02	S87°16'21"W
L13	130.63	S89°45'21"W
L14	65.31	S89°45'21"W
L15	65.31	S89°45'21"W
L16	485.25	S89°45'21"W



# HAWKS NEST FOURTH ADDITION

A REPLAT OF LOT 1, BLOCK 10, HAWKS NEST THIRD ADDITION, SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



**INC**

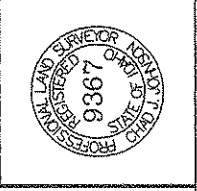
1296 Polston Ave., Ste. B  
 Post Falls, Idaho 83854  
 Phone (208) 777-2150  
 Fax (208) 777-2158  
 www.incorporate.com

DATE: 08/12/09  
 DRAWN BY: SMA  
 CHECKED BY:

HAWKS NEST FOURTH ADDITION  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

ONE INCHES TO FEET (1"=30')

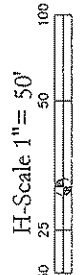
SHEET 2 of 5



**LINE TABLE**

LINE	LENGTH	BEARING
L1	70.00'	S00°00'00"E
L2	70.00'	S00°00'00"E
L3	70.00'	S00°00'00"E
L4	70.00'	S00°00'00"E
L5	70.00'	S00°00'00"E

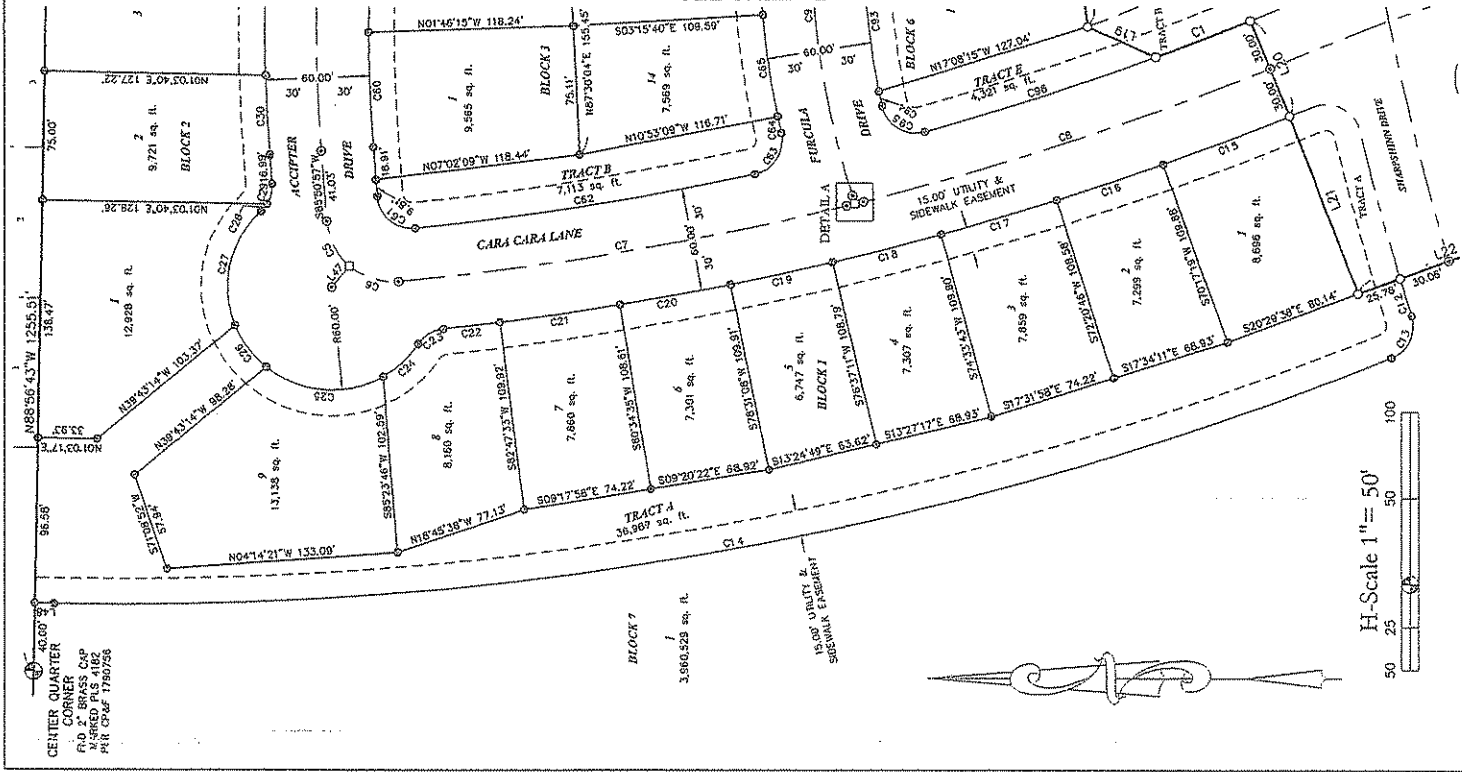
- REMARKS**
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367
  - FOUND 2"-1/2" ALUMINUM CAP MARKED PLS 9367
  - ⊙ CALCULATED POINT, NOTHING FOUND OR SET
  - ⊙ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED BND PLS 9367
  - ⊙ SET 5/8" X 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED INC PLS 9367



SEE SHEET 3

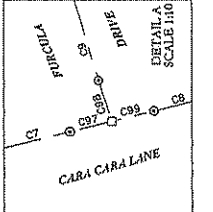
# HAWKS NEST FOURTH ADDITION

A REPLAT OF LOT 1, BLOCK 10, HAWKS NEST THIRD ADDITION,  
SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C2	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C3	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C4	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C5	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C6	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C7	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C8	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C9	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C10	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C11	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C12	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C13	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C14	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C15	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C16	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C17	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C18	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C19	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C20	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C21	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C22	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C23	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C24	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C25	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C26	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C27	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C28	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C29	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C30	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C31	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C32	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C33	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C34	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C35	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C36	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C37	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C38	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C39	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°
C40	22.55	180.00	42.85	38.97	S89°37'11\"	101.34°

CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C51	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C52	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C53	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C54	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C55	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C56	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C57	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C58	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C59	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C60	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C61	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C62	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C63	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C64	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C65	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C66	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C67	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C68	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C69	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C70	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C71	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C72	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C73	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C74	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C75	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C76	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C77	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C78	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C79	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C80	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C81	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C82	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C83	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C84	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C85	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C86	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C87	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C88	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C89	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C90	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C91	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C92	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C93	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C94	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C95	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C96	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C97	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C98	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C99	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°
C00	70.00	1260.00	252.00	210.00	S60°00'00\"	120.00°



LINE TABLE		
LINE	LENGTH	BEARING
1-48	11.60	N01°03'32\"

**RECORDED**

○ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367  
 ⊙ FOUND 3/4" ALUMINUM CAP MARKED PLS 9367  
 □ CALCULATED POINT, NOTHING FOUND OR SET  
 ⊙ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 9367  
 ⊙ SET 6/8" X 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED INC PLS 9367

1296 Polkton Ave., Ste. 11  
 Post Falls, Idaho 83855  
 PHONE (208) 775-5379  
 FAX (208) 775-4128  
 www.hennrichinc.com

**Hennrich Inc.**

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
 HAWKS NEST FOURTH ADDITION

DRAWN BY: SMA  
 DATE: 02/12/09  
 SCALE: 1" = 50'  
 CHECKED BY:

REG. UNDER 8601 PLAT - P&A-11-2009  
 SHEET 3 OF 5



H-SCALE 1" = 50'

## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of December, 2009, between Hayden LLC whose address is 1400 Northwood Center Court, Coeur d'Alene, ID, 83814, with Tim Mueller as Managing Member, hereinafter referred to as the "**Developer**," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Hawk's Nest 4<sup>th</sup> Addition subdivision, a sixty three (63) lot residential development in Coeur d'Alene, situated in the Southeast ¼ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: +/- 1000 lineal feet of water main line and appurtenances, fire hydrant installation, concrete curb and gutter, structural fill placement, stormwater drainage facilities and appurtenances, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), and, utility trenching, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30<sup>th</sup> day of June, 2010. Said improvements are more particularly described on the submitted estimate dated November 9, 2009 by MDM Construction, Inc., whose address is PO Box 2006, Hayden Lake, ID 83835, attached as Exhibit "A", and, shown on the civil engineering drawings titled "Hawk's Nest 4<sup>th</sup> Addition Improvement Plans", dated June 9, 2009 and October 20, 2009, and signed and stamped by Ray Kimball, PE # 11617 of Inland Northwest Consultants, Inc., on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, the amount of Ninety One Thousand Fifty Five and 00/100 (**\$91,055.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The security, which will be in the form of cash, shall be held until the completion and acceptance of the required installations shown on the approved plans. Should the Developer fail to complete the improvements within the time herein provided, the City may use the installed funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be

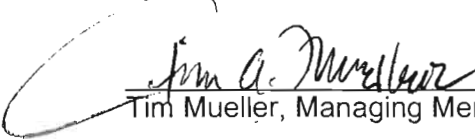
reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

**CITY OF COEUR D'ALENE**

**HAYDEN, LLC**

\_\_\_\_\_  
Sandi Bloem, Mayor

  
\_\_\_\_\_  
Tim Mueller, Managing Member

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk





PROPOSAL

PO BOX 2006

Hayden Lake, ID 83835

PH: 208 762-7236; FAX: 772-2486

To: Tri-State Engineering
Attn: Steve Syrcle
1400 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814

Job Name: Hawk's Nest Extension
Location: Coeur d'Alene, Idaho
Phone: 208-665-9502
Date: November 9, 2009

We hereby submit specifications and estimates based on preliminary drawings

Table with 5 columns: Description, Quantity, Unit, U/P, Total. Lists 15 items including Mobilization, Tie-In to existing Water, 8" Water Main, etc., with a total estimate of \$82,778.00.

NOTE: Budgetary numbers only, subject to change

Bid Exclusions:

- 1. Engineering or surveying
2. Bond
3. Permits, fees etc.
4. Landscaping or seeding.
5. Fencing
6. Electrical, phone, utilities, etc.

Payable as follows: Net 30 days. A finance charge of 1 1/2% per month (18% per annum) will be charged on all past due accounts

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above the estimate.

Authorized Signature [Handwritten Signature]
This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## **CITY COUNCIL STAFF REPORT**

DATE: DECEMBER 15, 2009  
TO: CITY COUNCIL  
FROM: JOHN J. STAMSOS, SENIOR PLANNER  
SUBJECT: PUD-4-06 & PUD-4-06m – PLANNED UNIT AGREEMENT

### **DECISION POINT**

Approve planned unit agreement for PUD-4-06 & PUD-4-06m “Riverstone West PUD”

### **HISTORY**

The Planning Commission approved PUD-4-06 (Riverstone) on December 13, 2006 and PUD-4-06m (Riverstone West PUD) on October 9, 2007. The Planning Department approved the Final Riverstone West PUD Development Plan on September 30, 2009.

### **PERFORMANCE ANALYSIS**

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a planned unit agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

### **FINANCIAL ANALYSIS**

There is no financial impact associated with the proposed planned unit agreement.

### **QUALITY OF LIFE ANALYSIS**

The planned unit agreement will provide any future buyers of the property with information on the agreement.

### **DECISION POINT RECOMMENDATION**

Approve the planned unit agreement for PUD-4-06 & PUD-4-06m.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this day of ~~November~~<sup>December</sup>, 2009 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Riverstone West, LLC, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE the parties agree as follows:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

The property is legally described as Lot 6, Block 1 and Lot 1, Block 2, Riverstone West in the Northeast 1/4 of Section 10, Township 50N, Range 4W, Boise Meridian, Kootenai County, Idaho;

2. The parties agree that the following documents constitutes the agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.
  - A. Preliminary Planned Unit Development Plan (PUD-4-06 - "Riverstone") approved by the Planning Commission on December 13, 2006.
  - B. Amended Preliminary Planned Unit Development Plan (PUD-4-06 m modified "Riverstone West PUD") approved by Planning Commission on October 9, 2007.
  - C. Final "Riverstone West PUD" application approved by Planning Department staff on September 30, 2009.

WHEREAS, said terms, conditions, and agreements are on file at City Hall in the Offices the Planning Director, and City Clerk.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and Riverstone West, LLC Owner, has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

RIVERSTONE WEST, LLC  
OWNER

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Bryan Stone

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO    )  
                              ) ss.  
County of Kootenai    )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

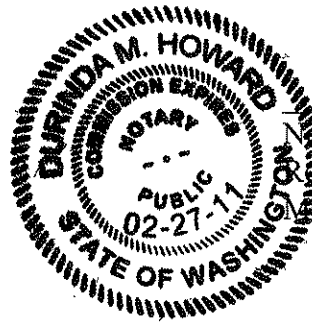
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at  
My Commission expires:

Washington  
STATE OF ~~IDAHO~~ )  
Spokane ) ss.  
County of ~~Kootenai~~ )

On this 2nd day of December 2009, before me, a Notary Public, personally appeared, Riverstone West LLC, known to me to be the Owner that executed the foregoing agreement, and acknowledged to me that said Riverstone West LLC, executed the same.

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



*[Handwritten Signature]*  
Notary Public for ~~Idaho~~ Washington  
Residing at Spokane  
My Commission expires: 02/27/11



# CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2225 – FAX 208/769-2284

## Finance Department Staff Report

Date: December 7, 2009

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

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### **DECISION POINT:**

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2009.

### **HISTORY:**

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31<sup>st</sup> of December for the preceding fiscal budget year for cities, counties, and highway districts.

### **FINANCIAL ANALYSIS:**

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2008-09 was \$1,460,366.

### **PERFORMANCE ANALYSIS:**

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

### **DECISION POINT:**

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2009.

**Annual Road and Street Financial Report**

Reporting Entity Name - Enter below by entity type		Please return, <b>not later than December 31</b> , to: DONNA M. JONES IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720
City <b>or</b> Coeur d'Alene, Idaho	County of City Kootenai	
County <b>or</b>		
Highway District	County of Hwy. District	

This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, *Idaho code*.

Dated this \_\_\_15th\_\_\_ day of \_December\_\_\_, \_\_\_2008\_\_\_.

ATTEST: Susan K. Weathers, City Clerk

Sandi Bloem, Mayor

City Clerk/County Clerk/District Secretary <b>(type or print name &amp; sign)</b>	Commissioners or Mayor <b>(type or print name &amp; sign)</b>
Contact Phone Number: Vonnie Jensen (208) 769-2225	

**FOR THE FISCAL YEAR ENDING SEPTEMBER 30, \_\_\_2009\_\_\_**

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	<b>(\$7,847,736)</b>
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**RECEIPTS**

**LOCAL FUNDING SOURCES**

Line 2	Property tax levy (for roads, streets and bridges) . . . . .	200,000
Line 3	Sale of assets . . . . .	
Line 4	Interest income . . . . .	47,235
Line 5	Fund transfers from non-highway accounts. . . . .	285,748
Line 6	Proceeds from sale of bonds (include LIDs) . . . . .	
Line 7	Proceeds from issue of notes (include loans) . . . . .	
Line 8	Local impact fees . . . . .	711,649
Line 9	Local option registration fee . . . . .	
Line 10	All other LOCAL receipts or transfers in. . . . .	5,109,208
<b>Line 11</b>	<b>Total Local Funding (sum lines 2 through 10).</b> . . . . .	<b>6,353,840</b>

**STATE FUNDING SOURCES**

Line 12	Highway user revenue . . . . .	1,460,366
Line 13	Sales tax/Inventory replacement tax . . . . .	
Line 14	Sales tax/Revenue sharing . . . . .	
Line 15	Other State funds (specify) . . . . .	
Line 16	All other STATE receipts or transfers. . . . .	
<b>Line 17</b>	<b>Total State Funding (sum lines 12 through 16).</b> . . . . .	<b>1,460,366</b>

**FEDERAL FUNDING SOURCES**

Line 18	National forest reserve apportion. . . . .	
Line 19	Critical bridge . . . . .	
Line 20	STP Rural . . . . .	
Line 21	STP Urban. . . . .	302,336
Line 22	All other FEDERAL receipts or transfers . . . . .	160,000
<b>Line 23</b>	<b>Total Federal Funding (sum lines 18 through 22).</b> . . . . .	<b>462,336</b>

**Line 24**

**TOTAL RECEIPTS (sum lines 11, 17, 23) .....**

**8,276,542**



DISBURSEMENTS		
NEW CONSTRUCTION		
Line 25	Roads . . . . .	397,784
Line 26	Bridges, culverts and storm drainage . . . . .	
Line 27	RR Crossing . . . . .	
Line 28	Other (specify - including salaries and benefits). Bike paths. . . . .	123,799
<b>Line 29</b>	<b>Total New Construction (sum lines 25 through 28).</b> . . . . .	<b>521,583</b>
RECONSTRUCTION/REPLACEMENT/REHABILITATION		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade). . . . .	2,139,970
Line 31	Bridges, culverts and storm drainage . . . . .	1,048,017
Line 32	RR Crossing. . . . .	
Line 33	Other (specify - including salaries and benefits). . ADA. . . . .	89,976
<b>Line 34</b>	<b>Total Reconstruction/Replacement (sum lines 30 through 33).</b> . . . . .	<b>3,277,963</b>
ROUTINE MAINTENANCE		
Line 35	Chip sealing or seal coating. . . . .	671,831
Line 36	Patching . . . . .	332,364
Line 37	Snow removal . . . . .	448,751
Line 38	Grading/blading . . . . .	52,458
Line 39	RR Crossing. . . . .	
Line 40	Other (specify - including salaries and benefits). . Traffic control -signs/signals . . . . .	581,969
<b>Line 41</b>	<b>Total Routine Maintenance (sum lines 35 through 40)</b> . . . . .	<b>2,087,373</b>
EQUIPMENT		
Line 42	New equipment purchase - automotive, heavy, other. . . . .	177,404
Line 43	Equipment lease - Equipment purchase . . . . .	
Line 44	Equipment maintenance. . . . .	410,684
Line 45	Other (specify). . . . .	
<b>Line 46</b>	<b>Total Equipment (sum lines 42 through 45)</b> . . . . .	<b>588,088</b>
ADMINISTRATION		
<b>Line 47</b>	<b>Administrative salaries and expenses.</b> . . . . .	<b>386,194</b>
OTHER		
Line 48	Right-of-way and property purchases . . . . .	174,123
Line 49	Property leases . . . . .	
Line 50	Street lighting . . . . .	561,449
Line 51	Professional services - audit, clerical, and legal. . . . .	4,828
Line 52	Professional services - engineering. . . . .	776,000
Line 53	Interest - bond (include LIDs). . . . .	92,789
Line 54	Interest - notes (include loans). . . . .	
Line 55	Redemption - bond (include LIDs) . . . . .	1,056,882
Line 56	Redemption - notes (include loans) . . . . .	
Line 57	Payments TO other local government. . . . .	
Line 58	Fund transfers to non-highway accounts. . . . .	
Line 59	All other local expenditures . . . . .	
<b>Line 60</b>	<b>Total Other (sum lines 48 through 59)</b> . . . . .	<b>2,666,071</b>
<b>Line 61</b>	<b>TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).</b> . . . . .	<b>9,527,272</b>
<b>Line 62</b>	<b>RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).</b> . . . . .	<b>(1,250,730)</b>
<b>Line 63</b>	<b>CLOSING BALANCE (sum lines 1, 62)</b> . . . . .	<b>(9,098,466)</b>
<b>Line 64</b>	<b>Funds on Line 63 obligated for specific future projects.</b> . . . . .	
<b>Line 65</b>	<b>Funds on Line 63 retained for general funds and operations.</b> . . . . .	
<b>Line 66</b>	<b>OTHER ADJUSTMENTS (Audit adjustment and etc.).</b> . . . . .	

Line 67	ENDING BALANCE (line 63 minus the sum of lines 64, 65) . . . . .	(9,098,466)
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PROJECTS Page 3 of 3

	NEW PROJECTS		
Line 68	Available Funds (From line 64) . . . . .	0	
Line 69	Estimated Cost (From line 71) . . . . .	0	
<b>Line 70</b>	<b>Available for Other Projects (line 64 - line 71) . . . . .</b>	<b>0</b>	
	Project List	Start Year	Projected Cost
<b>Line 71</b>	<b>Total Projected Cost for all Projects</b>	<b>0</b>	

**BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually**

*Jan & Feb*

**City of Coeur d' Alene**  
**Municipal Services**  
**710 Mullan Avenue**  
**Coeur d' Alene, Idaho 83814**  
**208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd \$ 41.66  
 Rec No 4714718  
 Date 12-02-2009  
 Date to City Council: 12-15-09  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv. \_\_\_\_\_

Date that you would like to begin alcohol service 1-1-2010

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>C:C Grocery</u>
Business Mailing Address	<u>9050 N. Blossom Dr.</u>
City, State, Zip	<u>Hayden, Id. 83835</u>
Business Physical Address	<u>3280 West Prairie Ave.</u>
City, State, Zip	<u>Coeur'd Alene, Id. 83815</u>
Business Contact	Business Telephone: <u>208-762-9113</u> Fax: _____
License Applicant	<u>Christina S. Chase</u>
If Corporation, partnership, LLC etc. List all members/officers	

**BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually**

City of Coeur d' Alene  
 Municipal Services  
 710 Mullan Avenue  
 Coeur d' Alene, Idaho 83814  
 208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 99.99  
 Rec No 471710  
 Date 12/3/09  
 Date to City Council: 12-15-09  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25      Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25      Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	The Wine Cellars Holdings, LLC	
Business Mailing Address	850 W Ironwood Dr, Suite 101	
City, State, Zip	Coeur d'Alene, ID 83814	
Business Physical Address	313 Sherman Ave	
City, State, Zip	Coeur d'Alene ID 83814	
Business Contact	Jim Duncan	
License Applicant	Business Telephone: <del>664-9463</del>	Fax: <del>664-9463</del>
If Corporation, partnership, LLC etc. List all members/officers	664-9463	
Robert J FASWACHT Sole member M Anwer		

**BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually**

City of Coeur d' Alene  
 Municipal Services  
 710 Mullan Avenue  
 Coeur d' Alene, Idaho 83814  
 208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd 62.49  
 Rec No 472782  
 Date 12-08-09  
 Date to City Council: 12-15-09  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 By \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	<del>Beer only (draft, canned, and bottled) consumed on premise</del>	<del>\$200.00 per year</del>
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$ \$62.49

Business Name	Walgreens #06863
Business Mailing Address	P.O. Box 901
City, State, Zip	Deerfield, IL. 60015
Business Physical Address	335 W. Appleway
City, State, Zip	Coeur D'Alene, ID. 83815
Business Contact	Toni Franklin Business Telephone : 847-527-4402 Fax: 847-368-6690
License Applicant	Walgreen Co.
If Corporation, partnership, LLC etc. List all members/officers	SEE ATTACHED CORPORATE RIDER

## STAFF REPORT

DATE: December 15, 2009

FROM: Susan Weathers, Municipal Services Director/City Clerk

SUBJECT: Approval of Legal Description of City Boundaries

---

### DECISION POINT:

Would the City Council approve the legal description of the City boundaries for submittal to the State Tax Commission?

### HISTORY:

Each year, cities are required to submit the legal description of their city boundaries to the State Tax Commission as required by the State Tax Commission.

### FINANCIAL ANALYSIS:

Since the city's boundaries are updated with each annexation, the only cost for complying with the State's requirement is the cost of copying the legal description and postage that is less than \$5.00.

### PERFORMANCE ANALYSIS:

The purpose of this requirement is to provide that all annexations are included in the city limits at the end of each year in order to assure that each City receives their proper share of revenue from the State as well as property taxes.

### QUALITY OF LIFE:

By assuring the State has the correct boundaries of the City of Coeur d'Alene, the City will receive the appropriate revenues to help maintain city operations.

### DECISION POINT/RECOMMENDATION:

Council approval of the legal description of the city's boundaries and authorize the City Clerk to submit the legal description to the State Tax Commission.

## COEUR D'ALENE CITY LIMITS

1 **Upon the taking effect of ordinance Nos. 3357 the corporate limits and boundaries of the city of Coeur**  
2 **d'Alene, Idaho, are as follows, to-wit:**

3  
4 **Beginning** at the west quarter corner of section 31, Township 51 North, Range 3 West, Boise Meridian,  
5 Kootenai County, State of Idaho, from which the southwest corner of said section 31, bears south 00°33'40"  
6 west (grid);

7  
8 **Thence** south 00°33'40" west (grid) along the west line of said section 31, 40 feet to the True Point Of  
9 Beginning;

10  
11 **Thence** along a line that is parallel with and 40 feet south of the north line of the southwest 1/4 of said section  
12 31, south 88°47'42" east (grid), 1338.0 feet to the west 1/16 line of said section 31;

13  
14 **Thence** south 88°47'13" east (grid), 11.7 feet to the west line of Canfield Park, recorded in book "g" at page  
15 283, records of Kootenai County;

16  
17 **Thence** along said west line north 00°33'02" east (grid), 15 feet to a line that is parallel with and 25 feet south of  
18 the north line of the southwest 1/4 said section 31;

19  
20 **Thence** along said line south 88°47'02" east (grid), 1315.10 feet to the north-south center 1/4 line of said  
21 section 31;

22  
23 **Thence** along said north-south center 1/4 line, south 01°03'29" west (grid), 15 feet to a line that is parallel with  
24 and 40 feet south of the north line of the northwest quarter of the southeast quarter of said section 31;

25  
26 **Thence** along said parallel line south 88°30'56" east (grid), 1326.17 feet to the east line of said northwest  
27 quarter;

28  
29 **Thence** along the east line of the west half of the southeast quarter south 01°06'06" west (grid), 2603.14 feet to  
30 the southeast corner of the southwest quarter of the southeast quarter;

31  
32 **Thence** along the south line of section 31 north 89°00'21" west (grid), 319.59 feet to the northeast corner of  
33 prospector ridge, recorded in book "I" of plats at page 182;

34  
35 **Thence** along said east line, south 00°44'10" west (grid), 1288.78 feet to the southeast corner of said plat and  
36 the north right-of-way line of Thomas Lane;

37  
38 **Thence** along said north right-of-way line, south 89°01'29" east (grid), to the southeast corner of tract 4, Block  
39 a, Thomas Garden Tracts, recorded in book "B" of plats at page 137 ;

40  
41 **Thence** southerly 50.00 feet to the northeast corner of tract 4, Block b, of said Thomas Garden Tracts;

42  
43 **Thence** south 00°50'13" west along the easterly boundary of said tract 4, Block B, 1025.44 feet to a point;

44  
45 **Thence** north 89°03'16" west, 330.00 feet to a point of intersection with the easterly boundary of tract 5, Block  
46 B, of said Thomas Garden Tracts;

47  
48 **Thence** south 00°50'13" west, 264.0 feet to the southeast corner of said tract 5 Block b;

49  
50 **Thence** north 89°03'16" west, along the southerly boundary of tracts 5, 6, 7 and 8, Block b, of said Thomas  
51 Garden Tracts, 1313.21 feet to the center quarter line of section 6;

52  
53 **Thence** south along the center quarter line of section 6 to the quarter corner common to section 6 and section  
54 7, said quarter corner also being the northeast corner of the Fullwiler II Subdivision;



## COEUR D'ALENE CITY LIMITS

1 **Thence** south, 330.0 feet along the east line of the northwest quarter of said section 7, to the southeast corner  
2 of Fullwiler II Addition;  
3 **Thence** west along the south line of said Addition, 2000.0 feet;  
4  
5 **Thence** north 195.00 feet to a point;  
6  
7 **Thence** west 332.97 feet to the southwest corner of said addition;  
8  
9 **Thence** north 110.00 feet to the northwest corner of the Fullwiler II Addition, said corner being on the southerly  
10 right-of-way line of Best Avenue;  
11  
12 **Thence** westerly along said right-of-way line 277.00 feet, more or less, to a point that lies 25.00 feet east of the  
13 west line of said section 7;  
14  
15 **Thence** southerly along a line that is parallel with and 25.00 feet east of the west line of said section 7, 443.00  
16 feet;  
17  
18 **Thence** south 89°43'02" east, 236.00 feet;  
19  
20 **Thence** parallel with the west line of said section 7, south 00°21'43" west, 830.00 feet to a point on the easterly  
21 prolongation of the north line of Homestead Avenue;  
22  
23 **Thence** along said easterly prolongation, north 89°43'02" west, and 261.00 feet to the west line of said section  
24 7;  
25  
26 **Thence** along said west line, south 00°21'43" west to a point that lies 2,980.00 feet north of the southwest  
27 corner of said section 7;  
28  
29 **Thence** east, 25.00 feet to the east right-of-way line of 15th street;  
30  
31 **Thence** southerly along said right-of-way line 326.00 feet to the north line of the southwest quarter of said  
32 section 7;  
33  
34 **Thence** along said north line south 89°36'35" east, 194.87 feet to an iron rod, 30 inches long, 5/8ths inch  
35 diameter, with a plastic cap marked PE/PLS 3451;  
36  
37 **Thence** south 14°59'17" east, 411.56 feet to an iron rod, 30 inches long, 5/8ths inch diameter, with a plastic cap  
38 marked PE/PLS 3451 at the northeast corner of tax number 1078 as described in book 152 of deeds at page  
39 109, instrument number 258120;  
40  
41 **Thence** north 89°28'00" west, along the north line of said tax number 1078, 50.00 feet to an iron rod, 30 inches  
42 long, 5/8ths inch diameter, with a plastic cap marked PE/PLS 3451;  
43  
44 **Thence** departing said north line, north 77°41'54" west, 245.15 feet to an iron rod, 30 inches long, 5/8ths inch  
45 diameter, with a plastic cap marked PE/PLS 3451;  
46  
47 **Thence** continuing north 77°41'54" west, 15.32 feet to the easterly right-of-way line of Fifteenth Street;  
48  
49 **Thence** southerly along said right-of-way line 208.00 feet;  
50  
51 **Thence** leaving said right-of-way line east, 635.00 feet along the north line of tax no. 17381 to an iron rod the  
52 northeast corner thereof as shown on a record of survey in book 20 of surveys at page 89, records of Kootenai  
53 County;  
54

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** along the east line of said tax no. South 00°33'50" west (grid), 109.41 feet to the southwest corner of  
2 tax number 708;  
3
- 4 **Thence** along the south line of said tax no. 708, south 89°36'47" east, 329.98 feet to the southeast corner  
5 thereof;  
6
- 7 **Thence** along the east line of said tax no. 708, north 00°33'37" east, 127.66 feet;  
8
- 9 **Thence** south 89°37'33" east, 717.06 feet;  
10
- 11 **Thence** south 00°41'46" west, 776.02 feet;  
12
- 13 **Thence** north 89°23'16" west, 123.78 feet;  
14
- 15 **Thence** south 00°36'44" west, 50.00 feet to the southerly right-of-way line of Hazel Avenue;  
16
- 17 **Thence** along said right-of-way line south 61°24'53" west, 332.12 feet;  
18
- 19 **Thence** continuing along said right-of-way line south 54°03'40" west, 166.09 feet to the easterly extension of  
20 the north right-of-way line of Hazel Avenue;  
21
- 22 **Thence** easterly along said right-of-way line extension to the east line of the southwest quarter of the southwest  
23 quarter of said section 7;  
24
- 25 **Thence** East to a point, that is on the extended westerly line of Lot 9, Block 2, Cherry Heights 5th Addition;  
26
- 27 **Thence** along said westerly line south 14°08' east 60.00 feet, more or less, to the northwest corner of said Lot  
28 9;  
29
- 30 **Thence** along the north line south 87°18' east, 164.78 feet to the northeast corner of said Lot 9;  
31
- 32 **Thence** south 87°18' east, 137.50 feet, more or less, to the west line of tax no. 5570 extended south;  
33
- 34 **Thence** north 78°11' east, 70.31 feet to the southeast corner of tax no. 5570;  
35
- 36 **Thence** north 44°02' east, 100.65 feet along the southeast line of tax nos. 5570 and 5569 to a point on the west  
37 right-of-way line of Hazel Avenue;  
38
- 39 **Thence** north 50°12'28" east, 65.34 feet to the southwest corner of tax no. 8611;  
40
- 41 **Thence** north 00°04'00" west along the westerly boundary of said tax number, 254.97 feet to the northwest  
42 corner of said tax number;  
43
- 44 **Thence** south 89°57'32" east along the northerly boundary of said tax number, 599.56 feet to the northeast  
45 corner of said tax number;  
46
- 47 **Thence** south 00°39'21" west along the easterly boundary line of said tax number, 186.51 feet to a point;  
48
- 49 **Thence** leaving said easterly boundary line, south 88°51'52" west, 64.00 feet to a point, said point being the  
50 northwest corner of tax no. 8613;  
51
- 52 **Thence** south 00°38'15" west along the boundary line common to tax nos. 8611, 8613 and 1256, 371.20 feet to  
53 the southeast corner of tax no. 8611;  
54
- 55 **Thence** continuing south 00°38'15" west, 66.43 feet to a point;

## COEUR D'ALENE CITY LIMITS

- 1  
2 **Thence** south 50°43'07" west, 108.4 feet, more or less, to an intersection with the easterly line of tax no. 8608;  
3  
4 **Thence** along the southeasterly boundaries of tax nos. 8608 and 8607 south 50° 26-3/4' west, 100.24 feet;  
5 **Thence** south 46°39-1/2' west, 73.30 feet;  
6  
7 **Thence** south 71°11-3/4' west 44.45 feet;  
8  
9 **Thence** north 57°30' west, 17.00 feet to a point on the extended east line of said Lot 1;  
10  
11 **Thence** along the said east line south 00°26' west, 59.00 feet to the northeast corner of said Lot 1;  
12  
13 **Thence** along the east line of said lot, south 00°26' west, 75.00 feet to the southeast corner thereof;  
14  
15 **Thence** along the extended east line of said Lot 1, south 00°26' west, 170.00 feet, more or less, to a point on  
16 the north line of Morse's Subdivision;  
17  
18 **Thence** south 89°19' west along the said north line of Morse's Subdivision, 435.00 feet, more or less, to the  
19 northwest corner of Lot 10, Morse's Subdivision;  
20  
21 **Thence** south 23°43' east, 215.74 feet, along the west line of said Lot 10 to the southwest corner thereof;  
22  
23 **Thence** west along the north line of Lot 9, Morse's Subdivision, 10.0 feet, to the northwest corner of said Lot 9;  
24  
25 **Thence** south 41°28' east along the southwesterly line of said Lot 9, 265.91 feet to a point;  
26  
27 **Thence** east along the north line of Block 1 of Stanley Hill Terrace 318.70 feet to the northeast corner of Lot 4;  
28  
29 **Thence** south 150.00 feet to the southeast corner of Lot 4;  
30  
31 **Thence** southerly and easterly to the northeast corner of Lot 5, Block 3, of Stanley Hill Terrace;  
32  
33 **Thence** westerly along the north lines of Lots 5, 4, 3, 2 and 1, all in Block 3, of Stanley Hill Terrace to the  
34 northwest corner of Lot 1, Block 3, of Stanley Hill Terrace;  
35  
36 **Thence** south along the west line of said Lot 1, to the southwest corner of Lot 9, Block 3, of said subdivision;  
37  
38 **Thence** southeasterly 58.00 feet along the east line of tax no. 12238 to the northerly right-of-way line of Stanley  
39 Hill Road;  
40  
41 **Thence** northeasterly along said right-of-way line to the south right-of-way line of Crestline Drive;  
42  
43 **Thence** easterly to the point on the centerline of section 18, Township 50 North, Range 3 West, Boise Meridian,  
44 398.00 feet south of the north quarter corner of said section 18;  
45  
46 **Thence** south along said centerline, the same being the west line of tax no. 916 to the southwest corner of tax  
47 no. 916;  
48  
49 **Thence** east along said south line;  
50  
51 **Thence** continuing east along the north line of tax no. 5764, to the west line of Galena Drive;  
52  
53 **Thence** north 10.00 feet; thence, east 150.00 feet to the west line of the Ponderosa Golf Course;  
54

## COEUR D'ALENE CITY LIMITS

1 **Thence** southerly along the said west line to its intersection with the north boundary line of tax no. 917, said  
2 point being approximately 516.00 feet east and 1225.00 feet north of the center of said section 18;

3  
4 **Thence** east 309.00 feet along said north boundary line to the northerly right-of-way line of French Gulch Road;

5  
6 **Thence** southwesterly along said right-of-way 168.00 feet to a point being the eastern end of the boundary line  
7 between tax nos. 917 and 918;

8  
9 **Thence** continuing southwesterly 371.00 feet along said right-of-way to its intersection with the west bank of  
10 French Gulch Creek;

11  
12 **Thence** southerly along the west bank of French Gulch Creek to a point on the north line of tax no. 3047, said  
13 point being 767.46 feet north and 450.00 feet east, more or less, from the center of said section 18;

14  
15 **Thence** continuing east 121.00 feet to the northeast corner of tax no. 7537 said point being on the west line of  
16 Fernan Hill Road;

17  
18 **Thence** south along the west line of Fernan Hill Road a distance of 246.00 feet to the northwest corner of tax  
19 no. 5353;

20  
21 **Thence** southerly along the north line and the east line of said tax number to its southeast corner;

22  
23 **Thence** west approximately 25.00 feet to the southeast corner of tax no. 3384;

24  
25 **Thence** south a distance of 338.20 feet to the centerline of said section 18;

26  
27 **Thence** south 89°12'13" west, 3 feet, more or less, along said center line to a point of intersection with the west  
28 right-of-way line of Fernan Hill Road as granted by instrument no. 1405064, said point bears north 89°12'13"  
29 east, 561.25 feet from the center of section 18;

30  
31 **Thence** southerly along said west right-of-way line as follows:

32  
33 South 07°50'30" west, 50.19 feet to the beginning of a curve concave to the northeast, having a  
34 radius of 248.81 feet and a chord that bears south 17°57'55" east, 216.63 feet;

35  
36 **Thence** southeasterly 224.14 feet along said curve through a central angle of 51°36'50";

37  
38 **Thence** south 43°46'20" east, 57.10 feet;

39  
40 **Thence** leaving said right-of-way line, south 00°09'12" west, 397.70 feet;

41  
42 **Thence** south 89°14'09" west, 122.45 feet to the beginning of a nontangent curve concave to the west, having a  
43 radius of 408.31 feet and a long chord that bears south 10°36'38" east, 279.93 feet;

44  
45 **Thence** southerly 285.73 feet along said curve through a central angle of 40°05'40";

46  
47 **Thence** south 12°04'35" west, 39.70 feet;

48  
49 **Thence** south 18°06'35" west, 64.40 feet;

50  
51 **Thence** south 27°37'35" west, 20.55 feet to the northeasterly right-of-way line of Interstate 90;

52  
53 **Thence** southeasterly along said Highway to its intersection with the southern boundary of the Foss Addition;

54  
55 **Thence** east along said southern boundary to the southeast corner of said Addition;

## COEUR D'ALENE CITY LIMITS

1  
2 **Thence** north along the east line of the Foss Addition and continuing along said line extended to the north,  
3 528.00 feet;

4  
5 **Thence** south 89° 14' 09" east 181.0 feet to the southwest corner of that  
6 parcel described under inst. #2100802000;

7  
8 **Thence** along the westerly boundary of said parcel north 0° 24' 43", east,  
9 158.6 feet;

10  
11 **Thence** along said westerly boundary north 0° 20' 42" east, 183.5 feet to  
12 northwest corner thereof;

13  
14 **Thence** along the northerly boundary of said parcel north 89° 24' 01" east  
15 10.0 feet to the southwest corner of that parcel described under inst.  
16 #2100801000;

17  
18 **Thence** along the westerly boundary of said parcel north 0° 11' 18" west  
19 99.7 feet to the northwest corner thereof;

20  
21 **Thence** south 89° 48' 19" east 90.0 feet to the northeast corner of said  
22 parcel;

23  
24 **Thence** along the easterly line of said parcels the following 3 courses:

25  
26 South 0° 15' 01" west 311.2 feet

27  
28 South 0° 01' 03" east 51.2 feet;

29  
30 South 0° 17' 09" west 80.6 feet to the southeast corner of said inst.  
31 #2100802000;

32  
33 **Thence** East along the north line of tax no. 7526, 100 feet more or less;

34  
35 **Thence** north 60 feet more or less to a point on the south right-of-way line Of Fernan Hill Road;

36  
37 **Thence** along said right-of-way line to the northwest corner of Lot 1, Block 4, of Fernan Lake Terrace 1st  
38 Addition;

39  
40 **Thence** leaving said southerly right-of-way line, north 05°10'04" west, 49.00 feet to the northerly right-of-way  
41 line of Fernan Hill Road;

42  
43 **Thence** along said northerly right-of-way line, north 78°23'32" east, 147.93 feet to a point;

44  
45 **Thence** north 69°28'52" east, 182.28 feet to a point;

46  
47 **Thence** north 67°56'51" east, 127.72 feet to a point;

48  
49 **Thence** north 64°51'26" east, 227.81 feet to a point;

50  
51 **Thence** north 58°37'25" east, 98.49 feet to a point;

52  
53 **Thence** north 50°26'04" east, 274.94 feet to a point;

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** north 75°05'24" east, 101.71 feet to a point;
- 2
- 3 **Thence** south 77°54'35" east, 271.94 feet to a point that is on the west line of section 17, Township 50 North,
- 4 Range 3 West, Boise Meridian;
- 5
- 6 **Thence** continuing along said west section line, north 00°18'08" west, 291.15 feet to the west quarter corner;
- 7
- 8 **Thence** continuing north along said west section line north 00°01'00" east, 1443.83 feet;
- 9
- 10 **Thence** south 28°54'46" east, 144.61 feet;
- 11
- 12 **Thence** south 87°57'30" east, 775.47 feet;
- 13
- 14 **Thence** south 08°47'18" east, 353.03 feet;
- 15
- 16 **Thence** south 45°05'28" east, 153.42 feet;
- 17
- 18 **Thence** south 31°11'00" west, 340.26 feet;
- 19
- 20 **Thence** south 71°24'46" west, 495.20 feet;
- 21
- 22 **Thence** south 32°12'07" east, 1020.95 feet to the north right-of-way line of Fernan Hill Road;
- 23
- 24 **Thence** north 82°42'49" east, 220.06 feet along the northerly right-of-way line of Fernan Hill Road to a point;
- 25
- 26 **Thence** continuing along said right-of-way line north 85°15'48" east, 71.94 feet to a point;
- 27
- 28 **Thence** north 22°19'03" west, 146.73 feet to an iron rod;
- 29
- 30 **Thence** north 24°31'43" west, 188.90 feet to an iron rod;
- 31
- 32 **Thence** north 25°34'23" west, 192.57 feet to an iron rod;
- 33
- 34 **Thence** north 14°52'00" west, 105.36 feet to an iron rod;
- 35
- 36 **Thence** north 21°05'30" east, 145.94 feet to an iron rod;
- 37
- 38 **Thence** north 31°16'33" east, 25.15 feet to an iron rod;
- 39 **Thence** south 83°22'27" east, 201.91 feet to an iron rod;
- 40
- 41 **Thence** south 03°48'54" east, 69.98 feet to an iron rod;
- 42
- 43 **Thence** south 33°18'14" east, 93.69 feet to an iron rod;
- 44
- 45 **Thence** south 60°17'45" east, 97.12 feet to an iron rod;
- 46
- 47 **Thence** south 74°40'10" east, 80.28 feet to an iron rod;
- 48
- 49 **Thence** south 88°05'55" east, 99.58 feet to an iron rod;
- 50
- 51 **Thence** north 88°37'30" east, 102.93 feet to an iron rod;
- 52
- 53 **Thence** north 77°36'00" east, 177.43 feet to an iron rod;
- 54
- 55 **Thence** north 74°38'10" east, 211.32 feet to an iron rod;

# COEUR D'ALENE CITY LIMITS

1  
2 **Thence** north 85°54'45" east, 168.52 feet to an iron rod;

3  
4 **Thence** north 86°36'05" east, 145.97 feet to an iron rod;

5  
6 **Thence** north 75°37'45" east, 84.81 feet to an iron rod;

7  
8 **Thence** south 01°47'44" west, 300.00 feet to an iron rod;

9  
10 **Thence** south 44°26'12" west, 132.17 feet to an iron rod;

11  
12 **Thence** south 06°07'22" west, 10.62 feet to an iron rod;

13  
14 **Thence** south 89°07'27" west, 27.55 feet to an iron rod;

15  
16 **Thence** along a curve to the right, said curve having a radius of 365.00 feet, a central angle of 04°59'35", a  
17 chord bearing of north 77°05'01" west, and a length of 31.81 feet to a point on the northerly right-of-way line of  
18 Fernan Hill Road;

19  
20 **Thence** south 18°19'23" east, 64.29 feet to a point;

21  
22 **Thence** along a curve to the left, said curve having a radius of 449.59 feet, a central angle of 25°55'46", a  
23 distance of 203.47 feet to a point of tangency;

24  
25 **Thence** north 79°30'24" east, 253.44 feet to a point;

26  
27 **Thence** north 77°00'24" east, 99.88 feet to a point;

28  
29 **Thence** north 74°25'24" east, 0.83 feet to a point;

30  
31 **Thence** south 11°08'20" east, 15.07 feet to the northeast corner of Lot 2, Phippens Addition;

32  
33 **Thence** along the easterly boundary of said Lot 2, south 11°08'20" east, 761.17 feet to the southeast corner of  
34 said Lot 2;

35  
36 **Thence** continuing along said line 15.00 feet to a point;

37  
38 **Thence** south 78°32'41" west, 59.63 feet to a point;

39  
40 **Thence** south 73°12'00" west, 70.79 feet to a point;

41  
42 **Thence** along a curve to the right, said curve having a radius of 140.00 feet, a central angle of 58°20'42", a  
43 distance of 142.56 feet to a point;

44  
45 **Thence** north 48°07'18" west, 55.25 feet to a point;

46  
47 **Thence** along a curve to the left, said curve having a radius of 230.00 feet, a central angle of 38°42'14", a  
48 distance of 155.37 feet to a point;

49  
50 **Thence** along the arc of a curve concave to the south, having a radius of 230.00 feet, a central angle of  
51 14°45'57", a distance of 59.27 feet to a point of tangency;

52  
53 **Thence** south 78°06'30" west, 54.33 feet to a point of curvature;

54

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** along the arc of a curve concave to the north, having a radius of 482.00 feet, a central angle of
- 2 14°53'45", a distance of 125.31 feet to a point of tangency;
- 3
- 4 **Thence** north 86°59'45" west, 84.48 feet to a point of curvature;
- 5
- 6 **Thence** along the arc of a curve concave to the south, having a radius of 330.00 feet, a central angle 27°14'20",
- 7 a distance of 156.89 feet to the southeast corner of Lot 24, Block 3, of Fernan Lake Terrace 1st Addition;
- 8
- 9 **Thence** south 67°12'47" west, 183.34 feet;
- 10
- 11 **Thence** south 69°25'06" west, 124.03 feet;
- 12
- 13 **Thence** south 81°12'32" west, 119.41 feet;
- 14
- 15 **Thence** north 87°42'51" west, 149.62 feet;
- 16
- 17 **Thence** north 85°36'12" west, 145.44 feet;
- 18
- 19 **Thence** south 87°22'56" west, 102.75 feet;
- 20
- 21 **Thence** south 77°27'21" west, 114.25 feet;
- 22
- 23 **Thence** south 78°53'07" west, 78.05 feet;
- 24
- 25 **Thence** north 83°10'16" west, 85.90 feet;
- 26
- 27 **Thence** north 82°46'01" west, 135.24 feet;
- 28
- 29 **Thence** south 85°06'08" west, 143.36 feet;
- 30
- 31 **Thence** south 71°08'22" west, 148.46 feet;
- 32
- 33 **Thence** south 59°40'14" west, 123.81 feet;
- 34
- 35 **Thence** south 63°00'06" west, 78.28 feet;
- 36
- 37 **Thence** south 68°09' west, 131.56 feet;
- 38
- 39 **Thence** south 78°11'19" west, 644.16 feet;
- 40
- 41 **Thence** south 78° 08' west, 153.03 feet;
- 42 **Thence** south 77°31'47" west, 160.82 feet;
- 43
- 44 **Thence** south 69°33'21" east, 68.69 feet;
- 45
- 46 **Thence** along the boundary lines of tax no. 10437, as follows: north 49°38'37" west, 244.55 feet; thence, south
- 47 40°37'24" west, 232.59 feet;
- 48
- 49 **Thence** south 49°25'30" east, 172.43 feet to a point that is 30.00 feet north from the center line of the Fernan
- 50 Lake Road;
- 51
- 52 **Thence** along the northerly right-of-way of said road as follows: south 41°54'05" west, 74.26 feet; thence, south
- 53 35°16'15" west, 150.30 feet;
- 54
- 55 **Thence** south 35°35'38" west, 169.48 feet;



# COEUR D'ALENE CITY LIMITS

- 1
- 2 **Thence** south 50°39'23" west, 50.0 feet;
- 3
- 4 **Thence** south 61°56'03" west, 49.97 feet;
- 5
- 6 **Thence** south 71°13'49" west, 37.95 feet;
- 7
- 8 **Thence** north 88°58'45" west along the north line of Sherman Avenue, 152.34 feet;
- 9
- 10 **Thence** north 88°08'20" west, 85.14 feet to a point on the easterly right-of-way line of Lilac Lane;
- 11
- 12 **Thence** in a northwesterly direction along said easterly right-of-way line to the north line extended east of Block
- 13 23, Glenmore Addition;
- 14
- 15 **Thence** west to the northeast corner of said Block 23;
- 16
- 17 **Thence** south along the east line of Glenmore Addition to the south line of Sherman Avenue;
- 18
- 19 **Thence** east 600.00 feet to a point;
- 20
- 21 **Thence** southerly 547.20 feet to a point;
- 22
- 23 **Thence** westerly 305.60 feet, more or less, to a point;
- 24
- 25 **Thence** north 1° 27' east, 150.00 feet, more or less;
- 26
- 27 **Thence**, north 87° 38' west, 290.40 feet to a point on the east line of the Glenmore Addition;
- 28
- 29 **Thence** south along the east line of Glenmore Addition to the south line of Mullan Avenue;
- 30
- 31 **Thence** west along the south line of Mullan Avenue to the west line of U.S. Highway No. 10;
- 32
- 33 **Thence** south 8° 39' east, 449.30 feet along the west line of said Highway;
- 34
- 35 **Thence** south 81° 21' west, 20.00 feet;
- 36
- 37 **Thence** south 8° 39' east, along the west line of said Highway to a point on the southerly shoreline of Fernan
- 38 Creek;
- 39
- 40 **Thence** along the southerly shoreline of Fernan Creek and the southerly shoreline of Fernan Lake to a
- 41 meander corner on the north line of section 20, Township 50 North, Range 3 West, Boise Meridian;
- 42
- 43 **Thence** easterly along said north line 1021.10 feet to a point that bears south 89°07'13" west, 29.18 feet from
- 44 the north quarter corner of said section 20, said point being also the northeast corner of the Armstrong Park
- 45 First Addition plat recorded in book "F" at pages 274, 274a, b, c, d & e of plats, in the office of the County
- 46 Recorder, Kootenai County, State of Idaho;
- 47
- 48 **Thence** along the east line of said plat south 00°50'07" east, 2744.48 feet to the southeast corner thereof;
- 49
- 50 **Thence** south 88°03'33" east, 14.10 feet along the north line of the southwest 1/4 of said section 20 to the
- 51 center quarter corner of said section 20;
- 52
- 53 **Thence** south 00°09'29" west, 915.41 feet along the east line of said southwest 1/4 to the southerly right-of-way
- 54 line of I-90;
- 55

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** north 66°53'00" west, 10.04 feet along said right-of-way;  
2  
3 **Thence** continuing along said right-of-way north 60°51'53" west, 387.42 feet;  
4  
5 **Thence** north 60°52'54" west, 166.83 feet;  
6  
7 **Thence** south 83°34'58" west, 253.28 feet;  
8  
9 **Thence** south 83°00'50" west, 573.60 feet to the west line of the northeast 1/4 of the southwest 1/4 of said  
10 section 20 and an angle point on the southerly right-of-way of I-90;  
11  
12 **Thence** along said west line south 00°18'08" west, 549.50 feet to the northeast corner of Government Lot 2;  
13  
14 **Thence** along the north line of said Government Lot 2, north 87°13'55" west, 288.33 feet to the northwest  
15 corner of a parcel described in instrument no. 1116457, Records of Kootenai County;  
16  
17 **Thence** south 00°41'15" east, 92.99 feet;  
18  
19 **Thence** south 50°42'14" west, 69.33 feet;  
20  
21 **Thence** south 39°28'57" east, 111.62 feet to the Northerly right-of way line of Silver Beach Road (Mullan Road);  
22  
23 **Thence** along said right-of-way line south 55°56'46" west, 384.24 feet to the easterly line of a parcel shown on  
24 a Record of Survey recorded in book 5 of Surveys at page 4, Records of Kootenai County;  
25  
26 **Thence** along said easterly line, south 39°59'50" east, 36.86 feet to the southeasterly corner thereof;  
27  
28 **Thence** along the southerly line of said parcel, south 53°03'55" west, 346.20 feet to the northerly shoreline of  
29 Coeur d'Alene Lake;  
30  
31 **Thence** northwesterly along said shoreline to a point that bears north 64°18'02" west, 6214.27 feet from last  
32 said point;  
33  
34 **Thence** continuing northwesterly along said shoreline 205 feet more or less to its intersection with the west line  
35 of section 19, Township 50 North, Range 3 West, Boise Meridian;  
36  
37 **Thence** south 1000.0 feet to a point in Lake Coeur d'Alene;  
38  
39 **Thence** following a line 1000.0 feet out in lake Coeur d'Alene and parallel with the northerly shoreline thereof in  
40 a westerly, southerly and northerly direction to a point of intersection with the southerly prolongation of a line  
41 that lies 40.00 feet west of and parallel with the west line of Sherman Park as shown on a plat recorded in book  
42 "B" at page 71 of plats in the office of the County Recorder, Kootenai County, State of Idaho;  
43  
44 **Thence** north 00°02'16" east, 1083.0 feet along said line to said northerly shoreline;  
45  
46 **Thence** continuing north 00°02'16" east, 94.0 feet to the southerly right-of-way line of the dike road, also known  
47 as Rosenberry Drive;  
48  
49 **Thence** westerly and northerly along the west side of said Rosenberry Drive to the south right-of-way line of  
50 River Avenue;  
51  
52 **Thence** west along said south right-of-way line to the Spokane River;  
53  
54 **Thence** northeasterly along the Spokane River to the north right-of-way line of said River Avenue;  
55

## COEUR D'ALENE CITY LIMITS

1 **Thence** east along said north right-of-way line to a point on a line that is 7.50 feet west of and parallel with the  
2 east line of government lot 18 of section 14, Township 50 North, Range 4 West, Boise Meridian;  
3  
4 **Thence** north along said line 640.00 feet;  
5 **Thence** west 22.50 feet;  
6  
7 **Thence** north 50.00 feet to the north line of said government lot 18;  
8  
9 **Thence** west along the north line of said government lot 18 to a point on the east bank of the Spokane River;  
10  
11 **Thence** northeasterly along said east bank to a point that bears North 13°18'03" East, 673.60 feet from last  
12 said point;  
13  
14 **Thence** west (grid), 766.61 feet to the west bank of the Spokane River at elevation 2,128 based on the datum  
15 used by W.W.P. (W.W.P. datum + 3.0 feet = N.G.V.D. of 1929);  
16  
17 **Thence** along the 2,128.0-foot contour the following courses:  
18 South 05°04'31" west (grid), 139.29 feet;  
19  
20 **Thence** south 09°05'39" west (grid), 174.56 feet;  
21  
22 **Thence** south 17°40'06" west (grid), 268.85 feet;  
23  
24 **Thence** south 20°07'44" west (grid), 210.85 feet;  
25  
26 **Thence** south 21°07'39" west (grid), 157.14 feet to the intersection with the tangent of the northerly right-of-way  
27 line of abandoned State Highway 95;  
28  
29 **Thence** leaving said 2,128 foot contour and following the said tangent of the northerly right-of-way of  
30 abandoned State Highway 95 and its westerly extension, north 68° 10' 06" west (grid), 1298.05 feet to the  
31 easterly right-of-way of existing State Highway 95;  
32  
33 **Thence** along the said easterly right-of-way north 14°13'17" east (grid), 57.17 feet;  
34  
35 **Thence** north 73°52'22" west (grid), 120 feet to the westerly right-of-way line of said Highway 95;  
36  
37 **Thence** along said westerly right-of-way line, south 13°26'49" west (grid), 163.43 feet to a 5/8 inch rebar  
38 marked "PLS 5289" on the easterly boundary of the plat of aqua terrace from which an Idaho department of  
39 transportation right of way monument marked "station 21+32.51" bears south 13°26'49" west, 5.14 feet;  
40  
41 **Thence** along said boundary as follows:  
42  
43 North 07°56'02" west (grid), 76.94 feet;  
44  
45 **Thence** north 00°52'42" west (grid), 300 feet;  
46  
47 **Thence** north 06°36'02" west (grid), 599.90 feet to the southeast corner of Lot 17;  
48  
49 **Thence** along the southerly boundary of said Lot 17 south 83°23'58" west (grid), 118.93 feet to the easterly  
50 right-of-way line of Aqua Drive;  
51  
52 **Thence** along said right-of-way line north 13°42'00" west (grid), 100.49 feet to the northwest corner of Lot 18;  
53  
54 **Thence** along the north line of said Lot 18 north 83°23'58" east (grid), 131.35 feet to the east boundary of said  
55 Aqua Terrace Plat;

## COEUR D'ALENE CITY LIMITS

1  
2 **Thence** along said boundary north 06°36'02" west (grid), 250.21 feet;

3  
4 **Thence** north 15°14'58" east (grid), 53.87 feet to the northeast corner of Lot 24 and of said plat;

5  
6 **Thence** leaving the said northwesterly bank of the old canal and the said existing boundary line of the  
7 City of Coeur d'Alene along the northerly boundary line of said Lot 24, S 83°19'04" W, 198.95 feet to  
8 the easterly right-of-way line of Fairmont Loop;

9  
10 **Thence** leaving the said northerly boundary line of Lot 24 along the said easterly right-of-way line N  
11 17°05'26" W, 63.58 feet to the easterly right-of-way line of South Canal Street;

12  
13 **Thence** along the said easterly right-of-way line of South Canal Street, N 01°01'27" E, 336.33 feet;

14  
15 **Thence**  
16 leaving the said easterly right-of-way line of South Canal Street, N 89°27'27" E, 134.57 feet to the  
17 westerly bank of the new canal;

18  
19 **Thence** along the said westerly bank of the new canal, N 03°20'45" W, 73.81 feet;

20  
21 **Thence** N 00°44'57" E, 116.24 feet;

22  
23 **Thence** leaving the said westerly bank of the new canal, S 89°32'54" W, 128.40 feet to the said  
24 easterly right-of-way line of South Canal Street;

25  
26 **Thence** along the said easterly right-of-way line of South Canal Street, N 01°01'27" E, 83.35 feet to  
27 the southwesterly corner of lot 12 of the plat of Rivercal, Book D, Page 196, Records of Kootenai  
28 County;

29  
30 **Thence** along the southerly boundary line of said lot 12, N 89°26'57" E, 108.50 feet to the easterly  
31 boundary line of the said plat of Rivercal;

32  
33 **Thence** along the said easterly boundary line, N 23°26'57" E, 555.00 feet to the Spokane River;

34  
35 **Thence** leaving the said boundary line of the plat of Rivercal along the said Spokane River the  
36 following 3 courses: S 48°31'14" E, 80.81 feet;

37  
38 **Thence** S 50°55'23" E, 167.88 feet;

39  
40 **Thence** S 41°45'56" E, 41.75 feet;

41  
42 **Thence** leaving the said Spokane River, S 28°58'00" W, 200.00 feet;

43  
44 **Thence** S 40°29'40" E, 212.38 feet to the northwesterly bank of the old canal;

45 **Thence** along the westerly side of the old canal the following 2courses:

46  
47 **Thence** north 28°57'10" east (grid), 168.52 feet;

## COEUR D'ALENE CITY LIMITS

1  
2 **Thence** north 11°29'19" east (grid), 37.50 feet to a 5/8 inch rebar marked "PLS 5289" on the northwesterly  
3 shore of the Spokane River at approximate elevation of 2128 feet (WWP Datum);  
4

5 **Thence** in a generally southwesterly direction along said northwesterly shore to a 5/8 inch rebar marked "PLS  
6 5289" on the northwesterly right-of-way line of said u.s. Highway 95, said rebar bears south 39°59'41" east  
7 (grid), 1058.60 feet from last said point;  
8

9 **Thence** along said right-of-way line south 59°06'36" west (grid), 217.45 feet to a 5/8 inch rebar marked "PLS  
10 5289" at Highway station psc 36+58.19;  
11

12 **Thence** south 32°59'58" east (grid), 120 feet to the southeasterly right-of-way line of said Highway 95;  
13

14 **Thence** along said right-of-way line north 62°31'56" east (grid), 352.28 feet to a point on said 2,128 foot  
15 contour;  
16

17 **Thence** 1319.64 feet along a nontangent circular curve to the right, said curve having a radius of 1849.86 feet,  
18 a central angle of 40°52'25", a chord bearing of north 36°33'50" east (grid), and a chord distance of 1291.84  
19 feet;  
20

21 **Thence** nontangent, north 62°31'56" east (grid), 352.28 feet to a point on said 2,128 foot contour;  
22

23 **Thence** along said 2,128 foot contour the following courses:  
24 South 68°58'37" east (grid), 52.41 feet;  
25

26 **Thence** south 40°37'55" east (grid), 162.15 feet;  
27

28 **Thence** leaving said 2,128.0-foot contour, south 89°05'28" east (grid), 1036.69 feet to a point of intersection of  
29 the east shoreline of the Spokane River with the north line of government Lot 7 in said section 14, from which  
30 point the quarter corner common to section 11 and section 14, Township 50 North, Range 4 West, Boise  
31 Meridian, bears north 03°25'45" west (grid), 661.71 feet;  
32

33 **Thence** north 16°16'11" west, 690.60 feet along said shoreline to the north line of Lot 2, Fort Sherman  
34 Abandoned Military Reservation;  
35

36 **Thence** south 89°03'09" east approximately 69 feet along said north line to the west line of the 200-foot wide  
37 railroad right-of-way of the Burlington Northern Railroad (formerly the Coeur d'Alene and Spokane Railroad) in  
38 said section 14;  
39

40 **Thence** southeasterly along said railroad right-of-way to its intersection with the north line of government Lot 8  
41 of said section 14;  
42

43 **Thence** leaving said railroad right-of-way, south 25°33'51" west, 587.78 feet;  
44

45 **Thence** southeasterly 131.15 feet along the arc of a circular curve concave to the southwest, said curve having  
46 a radius of 5779.14 feet, a central angle of 1°18'01" and a long chord that bears south 08°32'13" east a chord  
47 distance of 131.14 feet to a point on the southerly line of said government Lot 8;  
48

49 **Thence** east along the north line of Lot 16 and the north line of Taylor Park Addition and this line extended to  
50 the west right-of-way line of Northwest Boulevard;  
51

52 **Thence** northwesterly along said west right-of-way line to its intersection with a common line, said common line  
53 being 100.00 feet easterly from the center line of the Burlington Northern Railroad and 50.00 feet westerly from  
54 the center line of the Milwaukee Railroad;  
55

## COEUR D'ALENE CITY LIMITS

1 **Thence** northwesterly along the northeastern right-of-way line of the Burlington Northern Railroad to the  
2 intersection of this line with the west line of government Lot 24 of section 11, Township 50 North, Range 4  
3 West, Boise Meridian;

4  
5 **Thence** north along said west line to the northwesterly right-of-way line of the U.S. Highway 95 overpass;

6  
7 **Thence** along said right-of-way line, south 62°01'04" west, 235 feet to a point that bears south 43° 57' xx" east,  
8 3466.38 feet from the west quarter corner of said sec 11;

9  
10 **Thence** continuing south 62°01'04" west, 56.22 feet to a point on the right bank of the Spokane River;

11  
12 **Thence** northwesterly along said right bank to a point on the southeasterly line of Lot 1, Block 39 of Riverside  
13 Park Addition as shown on a plat recorded in book "B" of plats at page 138, records of Kootenai County;

14  
15 **Thence** leaving said right bank and along the east line of said Lot 1 and the prolongation thereof, north  
16 32°00'11" east, 147.96 feet to the southwesterly right-of-way line of the Burlington Northern Railroad;

17  
18 **Thence** continuing north 32°00'11" east; 119.73 feet to the northerly right-of-way line of the Union Pacific  
19 Railroad;

20  
21 **Thence** continuing along said northerly right-of-way line, north 57°57'45" west, 570.05 feet;

22  
23 **Thence** north 56°46'12" west, 700.03 feet;

24  
25 **Thence** leaving said northerly right-of-way along the center line of Clairmont Street north 32°02'48" east, 10.27  
26 feet;

27  
28 **Thence** leaving said right-of-way along a non-tangent curve to the right 25.04 feet, having a radius of 714.90  
29 feet, a delta of 02°00'24" and a long chord that bears north 54°49'11" west, 25.04 feet to the westerly right-of-  
30 way of Clairmont Street;

31  
32 **Thence** leaving said right-of-way continuing along a curve to the right 91.20 feet, having a radius of 714.90 feet,  
33 a delta of 07°18'33" and a long chord that bears north 50°09'42" west, 91.14 feet;

34  
35 **Thence** along a compound curve to the right 231.56 feet, having a radius of 523.69 feet, a delta of 25°20'06"  
36 and a long chord that bears north 33°50'23" west, 229.68 feet to the easterly right-of-way of Abbington Street;

37  
38 **Thence** along said easterly right-of-way north 32°02'48" east, 195.22 feet to the northerly right-of-way of Fifth  
39 Avenue;

40  
41 **Thence** leaving said easterly right-of-way along said northerly right-of-way north 56°46'12" west, 150.00 feet to  
42 the easterly line of Lot 8 of Block 19 of RIVERSIDE PARK ADDITION;

43  
44 **Thence** leaving said northerly right-of-way along said easterly line north 32°02'48" east, 136.00 feet to the  
45 northerly right-of-way of the alley in said Block 19;

46  
47 **Thence** leaving said easterly line along said northerly right-of-way north 56°46'12" west, 100.00 feet to the  
48 easterly line of Lot 5 of said Block 19;

49  
50 **Thence** leaving said northerly right-of-way along said easterly line north 32°02'48" east, 120.00 feet;

51  
52 **Thence** leaving said easterly line north 02°51'28" west, 64.40 feet to the point of intersection of the southerly  
53 right-of-way of the vacated Burlington Northern Railroad with the easterly right-of-way of the Union  
54 Pacific/Spokane International Railroad;

55  
56 **Thence** along said easterly right-of-way, north 13°28'33" east, 33.00 feet;

## COEUR D'ALENE CITY LIMITS

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**Thence** along a spiral curve having a long chord that bears north 15°05'03" east, 88.05 feet;

**Thence** along a curve to the right 164.19 feet, having a radius of 522.86 feet, a delta of 17°59'34" and a long chord that bears north 27°17'53" east, 163.52 feet;

**Thence** along a spiral curve having a long chord that bears north 43°17'39" east, 198.22 feet;

**Thence** north 46°40'27" east, 256.03 feet to the southerly right-of-way of Seltice Way 100.00 feet distant from the center line of said road (formerly known as Highway 10);

**Thence** westerly along the south right-of-way line of Seltice Way to the east lines extended south of tracts 9, 10, 11 and 12, block 4, of the Orchard lands subdivision;

**Thence** north 00°27'42" east along said line to the northerly right-of-way line of Interstate 90 and a point on a non-tangent curve concave to the northeast having a radius of 22,818.32 feet, a central angle of 00°54'41" and a chord that bears north 00°54'41" west, 363.02 feet;

**Thence** northwesterly along said right-of-way line and said curve 363.02 feet;

**Thence** continuing along said right-of-way line north 70°10'15" west, 311.38 feet to the west line of the east 1/2 of tract 9, Block 4, of said subdivision;

**Thence** north 00°11'04" east, 65.23 feet along said west line to a point on the south line of Indian Meadows Subdivision;

**Thence** along said south line north 88°52'19" west, 216.06 feet to the northerly right-of-way line of Interstate 90;

**Thence** along said northerly right-of-way line north 72°04'30" west, 532.14 feet;

**Thence** north 58°02'20" west, 103.08 feet;

**Thence** north 73°30'08" west, 40.85 feet;

**Thence** leaving said right-of-way; south 01°08'57" east a distance of 733.46 feet to an Iron pin;

**Thence** south 01°08'57" east a distance of 216.21 feet to an Iron pin;

**Thence** north 66°58'12" west a distance of 219.23 feet to an Iron pin;

**Thence** south 01°08'57" east a distance of 445.93 feet to a point on the southerly right-of-way of old Highway #10;

**Thence** continuing along said right-of-way south 69°09'21" east, 357.75 feet;

**Thence** south 01°58'56" west, 771.85 feet to the Spokane River;

**Thence** westerly along the Spokane River to a point that bears north 89°42'03" west, 4444.19 feet from last said point;

**Thence** north 1°25'34" east, 773.15 feet to the south line of Maplewood Avenue being a point on a nontangent curve concave to the north having a radius of 5799.65 feet, a central of 05°04'58", and a long chord that bears south 85°06'16" east, 514.33 feet;

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** along said south line and said curve 514.50 feet;
- 2
- 3 **Thence** north 00°05'32" east, 100.00 feet to the north line of the Chicago, Milwaukee and St. Paul Railroad
- 4 being a point on a nontangent curve concave to the north having a radius of 5699.65 feet, a central of 00° 12'
- 5 36", and a long chord that bears south 87°42'40" east, 20.90 feet;
- 6
- 7 **Thence** along said south line and said curve 20.90 feet;
- 8
- 9 **Thence** south 87°55'39" east, 441.66 feet;
- 10
- 11 **Thence** north 00°05'32" east, 446.48 feet;
- 12
- 13 **Thence** south 84°47'58" east, 180.82 feet;
- 14
- 15 **Thence** north 00°05'32" east, 360.00 feet to the south line of Reeves-Farrell Addition to Huetter, as per the plat
- 16 recorded in Book "C" of plats, page 52, records of Kootenai County;
- 17
- 18 **Thence** along said south line south 84°47'58" east, 316.09 feet;
- 19
- 20 **Thence** along the east line of said Reeves-Farrell Addition to Huetter north 00°03'12" west, 60.34 feet;
- 21
- 22 **Thence** north 89°56'48" west, 102.63 feet;
- 23
- 24 **Thence** north 00°03'12" west, 150.00 feet;
- 25
- 26 **Thence** south 89°56'48" west, 102.63 feet;
- 27
- 28 **Thence** along the east line of said Reeves-Farrell Addition to Huetter north 00°03'12" west, 81.85 feet to the
- 29 south line of the abandoned Burlington Northern Railroad;
- 30
- 31 **Thence** along said south line south 73°04'49" east, 692.08 feet;
- 32
- 33 **Thence** north 00°03'42" west, 104.56 feet to the northeasterly line of said abandoned Burlington Northern
- 34 Railroad;
- 35
- 36 **Thence** along said northeasterly line south 73°04'49" east, 307.43 feet to the beginning of a curve concave to
- 37 the southwest, having a radius of 2914.79 feet, a central angle of 6°00'21", and a long chord that bears south
- 38 70°04'05" east, 305.39 feet;
- 39
- 40 **Thence** southeasterly along said curve and said northeasterly line, 305.53 feet;
- 41
- 42 **Thence** north 00°07'26" west, 651.98 feet;
- 43
- 44 **Thence** north 32°59'21" east, 69.52 feet;
- 45
- 46 **Thence** north 00°09'28" west, 388.98 feet to the northerly right-of-way line of Interstate 90;
- 47
- 48 **Thence** along said northerly right-of-way line north 73°30'46" west, 1471.7 feet to a brass cap in concrete;
- 49
- 50 **Thence** continuing along said right-of-way line north 59°28'40" west, 103.30 feet to a brass cap in concrete;
- 51
- 52 **Thence** continuing along said right-of-way line north 73°30'34" west, 50.0 feet to an iron rod;
- 53
- 54 **Thence** leaving said northerly right-of-way line, north 14°45'13" east, 262.14 feet to an iron rod;



## COEUR D'ALENE CITY LIMITS

1  
2 **Thence** south 89°30'30" east, 1830.56 feet to the center of section 4, Township 50 North, Range 4 West, Boise  
3 Meridian;

4  
5 **Thence** north 1°20'27" west along the westerly boundary of the Indian Meadows Subdivision, 2737.62 feet to  
6 the northwest corner of the Indian Meadows Subdivision, said point being the north quarter corner of section 4  
7 and the southwest corner of the Northshire Addition;

8  
9 **Thence** north 00°53'38" east, 2646.34 feet to the northwest corner of Northshire Addition, said point being the  
10 center of section 33, Township 51 North, Range 4 West, Boise Meridian, and the southwest corner of the Coeur  
11 d'Alene Industrial Park Subdivision;

12  
13 **Thence** north 00°16'33" west, 2642.02 feet to the northwest corner of said subdivision and the north quarter  
14 corner of said section 33;

15  
16 **Thence**, along the north section line of said section 33 north 88°39'10" west a distance of 2552.34 feet to a 5/8"  
17 rebar with plastic cap marked PLS 9367 on the easterly right-of-way line of Huetter Road;

18  
19 **Thence**, along said easterly right-of-way line north 01°06'06" east a distance of 2112.40 feet to a 5/8" rebar with  
20 plastic cap marked PLS 9367 on the southwest corner of tax number 5600;

21  
22 **Thence**, along the southwesterly line of said tax number 5600, south 51°24'30" east a distance of 162.97 feet to  
23 a 5/8" rebar with plastic cap marked PLS 9367 at the southern most corner of tax number 5600;

24  
25 **Thence**, along the easterly line of said tax number 5600 north 38°51'57" east a distance of 456.47 feet to a 5/8"  
26 rebar with plastic cap marked PLS 9367 at an angle point on said easterly line;

27  
28 **Thence**, continuing along said easterly line, north 55°39'12" east a distance of 469.10 feet to a 5/8" rebar with  
29 plastic cap marked PLS 9367 on the east-west centerline of section 28;

30  
31 **Thence** along said east-west centerline, north 88°56'16" west, 816 feet to a line that is 50 feet east of and  
32 parallel with the west line of said section 28;

33  
34 **Thence** along said line north 01°05'05" east, 2593.7 feet to a line that is 60 feet south of and parallel with the  
35 north line of said section 28;

36  
37 **Thence** along said parallel line, south 89°01'29" east, 2602.4 feet;

38  
39 **Thence** continuing parallel with the north line of said section 28, south 88°37'38" east, 2620.4 feet to the west  
40 line section 27, Township 51 North, Range 4 West, Boise Meridian;

41  
42 **Thence** parallel with the north line of said section 27, south 88°23'55" east, 25 feet to a line that is parallel with  
43 and 25 feet east of the west line of said section 27;

44  
45 **Thence** along said line south 01° 11' 11" west, 1262 more or less feet to the north line of the southwest 1/4 of  
46 the northwest 1/4 said section 27;

47  
48 **Thence** along said north line south 88°20'43" east 1270.94 feet to the northeast corner of the southwest 1/4 of  
49 the northwest 1/4 of said section 27;

50  
51 **Thence** along the west line of Tract 325 of said Hayden Lake Irrigated Tracts north 01°08'30" east, 661.39 feet  
52 to the northwest corner of said Tract 325;

53  
54 **Thence** along the north line of said Tract 325 south 88°22'11" east, 655.80 feet to the southwest corner of Tract  
55 319 of said Hayden Lake Irrigated Tracts;

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- 1 **Thence** along the west line of said Tract 319 north 01°03'36" east, 611.67 feet to a line that is 50 feet south of  
2 and parallel with the north line of said section 27;  
3
- 4 **Thence** along said parallel line south 88°23'40" east, 654.8 feet to the east line of the northwest 1/4 of said  
5 section 27;  
6
- 7 **Thence** along said east line north 01°05'20" east, 25.1 feet to a point on a line that is 35 feet south of and  
8 parallel with the north line of said section 27;  
9
- 10 **Thence** along said parallel line and the south right-of-way line of said Prairie Ave., south 88°12'34" east, 653.6  
11 feet to the east line of Tract 318 of said Hayden Lake Irrigated Tracts;  
12
- 13 **Thence** along the east line said Tract 318, south 01°06'23 west, 627.2 feet to the northeast corner of Tract 327;  
14  
15
- 16 **Thence** along the east line said Tract 327, south 01°06'56 west, 642.01 feet to the southeast corner of said  
17 Tract 327;  
18
- 19 **Thence** continuing south 01°06'56" west 20.00 feet to a point on the south line of an existing un-named right-of-  
20 way shown on said Hayden Irrigated Tracts and the south line of north ½ of the northeast ¼ of section 27;  
21
- 22 **Thence** along said south line, south 88°12'00" east (record south 88°12'04" east), 653.02 feet to a point on the  
23 southerly extension of the west line of said Tract 329;  
24
- 25 **Thence** along said extension, north 01°08'33" east, 20.00 feet to the southwest corner of said Tract 329;  
26
- 27 **Thence** continuing north 01°08'33" east, 642.09 feet to the northwest corner of said Tract 329;  
28
- 29 **Thence** south 88°12'19" east, 653.33 feet to the northeast corner of said Tract 329;  
30
- 31 **Thence** along the east line of said Tract 329 south 01°10'09" west, 311.1 feet to the northwest corner of the  
32 south ½ of Tract 330;  
33
- 34 **Thence** south 88°11'50" east, 703.2 feet to the east right-of-way line of Ramsey Road;  
35
- 36 **Thence** along said right-of-way line, south 01°11'45" west, 331.1;  
37
- 38 **Thence** north 88°11'39" west, 20 feet;  
39
- 40 **Thence** south 88°55'22" east, 628.5 feet;  
41
- 42 **Thence** north 01°56'56" east, 330.49 feet to the North line of the Southwest quarter of the Northwest quarter of  
43 section 26, Township 51 North, Range 4 West, Boise Meridian;  
44 **Thence** along said North line, south 88°48'58" east, 663.68 feet to the Northeast corner of said Southwest  
45 quarter;  
46
- 47 **Thence** along the East line of said Southwest quarter south 00°57'04" west, 119.88 feet;  
48
- 49 **Thence** south 88°49'11" east, 153.99 feet to a ½" iron rod with plastic cap marked PLS 5078;  
50
- 51 **Thence** north 00°57'55" east, 1394.92 feet to a line that is parallel with and 50.00 feet south of the north line of  
52 said section 26;  
53
- 54 **Thence** along said line south 88°48'51" east, 937.16 feet;  
55

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1 **Thence** south 00°42'48" west, 896.86 feet to a ½" iron rod with plastic cap marked PLS 5078;

2  
3 **Thence** south 88°48'50" east, 230.04 feet to the east line of the northwest quarter of said section 26;

4  
5 **Thence** along said east line, north 00°42'55" east, to the south right-of-way line of Prairie Avenue;

6  
7 **Thence** east to the west right-of-way line of State Highway 95;

8  
9 **Thence** south along said west right-of-way line to the north line of the southeast quarter of section 26;

10  
11 **Thence** east along the north line of said southeast quarter of section 26 to its intersection with the west right-of-  
12 way line of Government Way;

13  
14 **Thence** continuing along said north line south 88°49'33" east, 30.00 feet to a point, said point being the quarter  
15 corner common to sections 26 and 25;

16  
17 **Thence** south 89°21'33" east, 30.00 feet to a point which is the intersection of the center of section line of  
18 section 25 and the east right-of-way line of Government Way;

19  
20 **Thence** south 00°38'39" west, along said east line 2635.82 feet to a point which is 30.00 feet east of the section  
21 corner common to sections 25, 26, 35 and 36;

22  
23 **Thence** south 00°38'25" west along the said easterly line, 2619.00 feet to a point which is the intersection of the  
24 said east right-of-way line and the north right-of-way line of Dalton Avenue;

25  
26 **Thence** south 88°47'49" east (grid) along said north right-of-way line 2625.0 feet to the east line of the  
27 northwest ¼ of said section 36;

28  
29 **Thence** parallel with the north line of the southeast ¼ of said section 36, south 88°46'33" east, 30 feet;

30  
31 **Thence** south, 59.50 feet to the north line of that parcel described in instrument number 1537197, records of  
32 Kootenai County;

33  
34 **Thence** along said north line and the south right-of-way line of Dalton Avenue south 88°46'24" east, 408.10 feet;

35  
36 **Thence** south 00°33'39" west, 0.50feet;

37  
38 **Thence** along said right-of-way line south 88°46'24" east, 2214.80 feet to The Point Of Beginning.

39  
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41  
42 **EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:**

43  
44 **PARCEL 1** The following described parcels situated in section 6, Township 50 North, Range 3 West, Boise  
45 Meridian:

46  
47 **The** northwest quarter of the southeast quarter of the southwest quarter, including tax nos. 3429, 4371,  
48 5680, 6479, 9074, 9162, 6479 and 17303; containing only tax nos. 5551, 5468, 7919 and 10033 in tract  
49 24 of the Fruitdale Addition; the east 147.50 feet of the south 248.00 feet of tract 25 of said Fruitdale  
50 Addition.

51  
52 -----  
53  
54 **PARCEL 2** A parcel of land lying in the southeast quarter of section 36, Township 51 North, Range 4 West,  
55 Boise Meridian, described as follows:

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1 **Beginning** at the southeast corner of said section 36;

2  
3  
4 **Thence** along the west line of said section 36 north 00°33'39" east (grid), 1785.56 feet;

5  
6 **Thence** leaving said section line north 89°26'21" west (grid), 25.00 feet to the East Right-of -Way line of 15<sup>th</sup>  
7 Street and **The True Point Of Beginning**;

8  
9 **Thence** along the north line of said tax number north 88°04'50" west (grid), 140.5 feet to an angle point in the  
10 east line of lot 5,Block 4, Hill View Estates recorded in Book "G" of Plats at page 179;

11  
12 **Thence** along the east lines of lots 5,4 and 3 of said Hill View Estates south 00°41'36" west (grid), 220 feet to a  
13 point that is 4 feet north of the southeast corner of said lot 3;

14  
15 **Thence** south 88°46'23" east (grid), 140.4 feet to the west right-of-way line of said 15th street;

16  
17 **Thence** along said right-of-way line north 00°33'39" east (grid), 220 feet to **The Point Of Beginning**.

18  
19 -----  
20  
21 **PARCEL 3** A parcel of land lying in the northeast quarter of section 1, Township 50 North, Range 4 West,  
22 Boise Meridian, described as follows:

23  
24 **Beginning** at the northeast corner of said section 1;

25  
26 **Thence** along the north line of said northeast quarter north 88°57'29" west, (grid), 25 feet to **True Point Of**  
27 **Beginning**;

28  
29 **Thence** continuing along said north line, north 88°57'29" west (grid), 1305 feet to the northwest corner of tract  
30 10, Gardendale Acre Tracts, as shown on a plat recorded in book "B" of plats, page 145, records of Kootenai  
31 County;

32  
33 **Thence** south, 25 feet to the north line of tax number 9294;

34  
35 **Thence** easterly, 50 feet along said north line to the northeast corner of said tax number 9294;

36  
37 **Thence** southerly, 306 feet along the east line of said tax number and the east line of tax number 11244 to the  
38 southeast corner of said tax number 11244;

39  
40 **Thence** westerly, 50 feet along the south line thereof to the west line of said tract 10;

41  
42 **Thence** southerly along said west line and the southerly prolongation thereof to the northwest corner of  
43 Highwood Park 1<sup>st</sup> Addition as shown on a plat recorded in book "e" of plats at page 168, records of Kootenai  
44 County;

45 **Thence** along the west line thereof and the west line of tax number 9071, south 0°30' east (plat), 637.7 feet to  
46 the southwest corner of said tax number;

47  
48 **Thence** north 89° 59' east (plat), 1305 feet along the south lines of tax numbers 9328, 10601, said Highwood  
49 Park 1<sup>st</sup> Addition and Highwood Park as shown on a plat recorded in book "e" of plats at page 137, records of  
50 Kootenai County, to a line that lies 25 feet west of, when measured at right angles, and is parallel with the east  
51 line of the northeast quarter of said section 1;

52  
53 **Thence** along said line north 00°43'28" west, 993.95 feet;

54  
55 **Thence** leaving said line south 89°42'31" west, 5 feet to the east line of said Gardendale Acre Tracts;

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1 **Thence** continuing south 89°42'31" west, 130 feet to the west line of Tract 1;

2  
3 **Thence** along west line of said Tract 1 north 00°43'26" west, 172.51 feet;

4  
5 **Thence** south 89°59'56" east, 130 feet to the east line of said Tract 1;

6  
7 **Thence** continuing south 89°59'56" east, 5 feet to a line that lies 25 feet west of, when measured at right angles,  
8 and is parallel with the east line of the northeast quarter of said section 1;

9  
10 **Thence** along said line north 00°43'28" west to the **Point Of Beginning**.

11  
12 -----  
13  
14 **PARCEL 4** A parcel of land lying in the northeast quarter of section 1, Township 50 North, Range 4 West,  
15 Boise Meridian, described as follows:

16  
17 **Beginning** at the east one quarter corner of section 6, Township 50 North, Range 4 West, Boise Meridian;

18  
19 **Thence** along the south line of said northeast quarter, north 89°23'40" west (grid), 25 feet;

20  
21 **Thence** parallel with the east line of said northeast quarter, north 00°20'25" east (grid), 185 feet to the northeast  
22 corner of tax number 13278 and the **True Point Of Beginning**;

23  
24 **Thence** east, 25 feet to the east line of said section 1;

25  
26 **Thence** along said section line north 00°20'25" east (grid), 137 feet;

27  
28 **Thence** west, 25 feet;

29  
30 **Thence** parallel with the east line of said section 1, north 00°20'25" east (grid), 530.73 feet to the northeast  
31 corner of tax parcel no. 5010;

32  
33 **Thence** along the north line of said parcel, north 89°17'05" west (grid), 294.60 feet;

34  
35 **Thence** south 00°12'45" west (grid), 100 feet to the north line of tax parcel no. 4189;

36  
37 **Thence** along the north line of said parcel, north 89°17'05" west (grid), 340.01 feet to the northwest corner  
38 thereof;

39  
40 **Thence** along the west line of said parcel and the west lines of tax parcel nos. 3794, 3793, 3792 and 3791,  
41 south 00°12'45" west (grid), 578.95 feet to the northwest corner of tax number 10627;

42  
43 **Thence** along the north lines of tax numbers 10627, 10628, 10629, 13279 and 13278 to **The Point Of**  
44 **Beginning**.

45  
46 -----  
47  
48 **PARCEL 5** a parcel of land lying in the northeast quarter of section 6, Township 50 North, Range 3 West,  
49 Boise Meridian, described as follows:

50  
51 **Beginning** at the north quarter corner of section 6, Township 50 North, Range 4 West, Boise Meridian, Kootenai  
52 County, State of Idaho, from which the northwest corner of said section 6 bears, north 88°47'20" west (grid);

53  
54 **Thence** along the north-south center quarter line of said section 6, south 00°24'15" west (grid), 315.81 feet to  
55 the **True Point Of Beginning**;

## COEUR D'ALENE CITY LIMITS

1  
2 **Thence** south 89°34'25" east (grid), 130.93 feet;

3  
4 **Thence** south 32°36'59" east (grid), 1069.97 feet;

5  
6 **Thence** south 00°41'58" west (grid), 83.58 feet to the south line of tract 6, Thomas Gardens Tracts recorded in  
7 book "b", at page 137, records of Kootenai County;

8  
9 **Thence** along the south lines of tracts 6,7 and 8 of said Thomas Gardens Tracts, north 89°01'29" west (grid),  
10 713.60 feet to the southwest corner of said tract 8;

11  
12 **Thence** along the west line of said tract 8 and the north-south center quarter line of said section 6, north  
13 00°24'15" east (grid), 973.65 feet to **The Point Of Beginning.**

14  
15 -----  
16  
17 **PARCEL 6** A parcel of land lying in the northwest quarter of section 11, Township 50 North, Range 4 West,  
18 Boise Meridian, described as follows:

19  
20 **Beginning** at the west, quarter corner of said section 11;

21  
22 **Thence** along the west line of said section 11, north 01°01'02" east, 1326.75 feet to the northeast corner of  
23 government Lot 7 (as shown on a record of survey recorded in book 13 of surveys at page 68, records of  
24 Kootenai County) and the **TRUE POINT OF BEGINNING**;

25  
26 **Thence** continuing north 01°01'02" east, 32.22 feet (12.94 feet is shown on said survey) to the southerly right-of-  
27 way line of the abandoned Burlington Northern Railroad, being also a point on a nontangent curve concave to  
28 the southwest having a radius of 1096.28 feet, a central angle of 04°36'07" and a long chord that bears south  
29 67°37'39" east, 88.03 feet;

30  
31 **Thence** southeasterly along said curve 88.05 feet (as shown on a survey recorded in book 15 of surveys at  
32 page 23, records of Kootenai County) to the north line of said government lot 7;

33  
34 **Thence** along said north line north 89°05'55" west, 81.99 feet to the **POINT OF BEGINNING.**

35  
36 -----  
37  
38 **PARCEL 7** A parcel of land lying in the south 1/2 of section 34, Township 51 North, Range 4 West and  
39 government lots 3&4, section 3, Township 50 North, Range 4 West, Boise Meridian, described as follows;

40  
41 **Beginning** at the west quarter corner of said section 34;

42  
43 **Thence** along the west line of said section 34 south 00°29'14" west (grid), 717.30 feet;

44  
45 **Thence** south 88°47'48" east (grid), 25.0 feet to the intersection of the east right-of-way line of Atlas Road and  
46 the south right-of-way line of Kathleen Avenue and the **TRUE POINT OF BEGINNING**;

47 **Thence** along said east right-of-way line south 00°29'14" west, 1925.80 feet to the south line of said section 34;

48  
49 **Thence** continuing along said east right-of-way line south 00°24'02" west (grid), 1395.20 feet to the south line of  
50 government Lot 4 of section 3, T50N, R4W, B.M.;

51  
52 **Thence** east to the southwest corner of government Lot 2 of said section 3;

53  
54 **Thence** north to the north line of government Lot 2;

**COEUR D'ALENE CITY LIMITS**

1 **Thence** east to a point on the northeasterly right-of-way line of the Union Pacific  
2 Railroad (formerly the Spokane international railroad), and the beginning of a nontangent curve concave to the  
3 southwest having a radius of 2914.93 feet;

4  
5 **Thence** northwesterly along said railroad right-of-way and said curve 881.58 feet through a central angle of  
6 17°19'42" to the beginning of a nontangent curve concave to the south, having a radius of 211.49 feet and to  
7 which beginning a long chord bears north 42°36'49" west (grid), 878.22 feet;

8  
9 **Thence** westerly along said curve 142.26 feet through a central angle of 38°32'31" to the beginning of a  
10 nontangent curve concave to the north, having a radius of 221.31 feet and to which beginning a long chord  
11 bears north 83°10'03" west (grid), 139.60 feet;

12  
13 **Thence** westerly along said curve 186.96 feet through a central angle of 48°24'16" to a point on the south line of  
14 an existing road right-of-way easement described in instrument no. 908676, records of Kootenai County, a long  
15 chord to said point bears north 76°22'33" west (grid), 181.45 feet;

16  
17 **Thence** along said road right-of-way south 89°37'20" west (grid), 32.00 feet;

18  
19 **Thence** along the southwesterly line of said road right-of-way north 49°47'48" west (grid), 354.54 feet;

20  
21 **Thence** continuing along said southwesterly line north 51°24'47" west (grid), 1681.9 feet;

22  
23 **Thence** along the south right-of-way line of Kathleen Avenue north 88°45'48" west (grid), 1002.9 feet;

24  
25 **Thence** continuing along said right-of-way line north 88°47'48" west (grid), 671.2 feet to the **POINT OF**  
26 **BEGINNING.**

27 -----  
28

29 **PARCEL 8** A parcel of land lying in the southwest ¼ of section 36, Township 51 North, Range 4 West,  
30 Boise Meridian;

31  
32 **Beginning** at the west ¼ corner of said section 36;

33  
34 **Thence** south 88°47'49 east (grid), 1274.40 feet along the north line of said southwest 1/4;

35  
36 **Thence** south 00°27'17" west (grid), 40.00 feet to the south right-of-way line of Dalton Avenue and the **TRUE**  
37 **POINT OF BEGINNING;**

38  
39 **Thence** continuing south 00°27'17" west (grid), 409.99 feet;

40  
41 **Thence** north 88°47'10" west (grid), 541.36 feet;

42  
43 **Thence** parallel with the west line of said southwest 1/4, south 00°27'17" west (grid), 528.23 feet;

44  
45 **Thence** west parallel with the south right-of-way line of Dalton Avenue 705.00 feet, more or less, to the east  
46 right-of-way line of Government Way;

47  
48 **Thence** south along the east line of said right-of-way to a point 25.00 feet east and 42.00 feet north of the  
49 section corner common to sections 1 and 2, Township 50 North, Range 4 West, Boise Meridian, and sections 35  
50 and 36, Township 51 North, Range 4 West, Boise Meridian;

51  
52 **Thence** south 88°57'10" east (grid), 1824.10 feet to a point, said point being the southeast corner of the  
53 Kootenai County Fairgrounds;

54  
55 **Thence** north 00°34'51" east (grid) to the south right-of-way line of Dalton Avenue;

# COEUR D'ALENE CITY LIMITS

1  
2 **Thence** north 88°47'49" west 578.50 feet along said south right-of-way line to the **POINT OF BEGINNING**.

3  
4 -----  
5  
6 **PARCEL 9** A parcel of land lying within Government Lot 8 in the Southeast ¼ of Section 36, Township 51  
7 North, Range 4 West, Boise Meridian, State of Idaho, described as follows:

8  
9 Commencing at the Center ¼ of said Section 36, from which the East ¼ of said Section bears south 88°46'48"  
10 east;

11  
12 **Thence** south 88°46'48" east 3.30 feet along the North line of the Southeast ¼ of said Section 36 to the East  
13 line of 4<sup>th</sup> Street extended;

14  
15 **Thence** along the East line of 4<sup>th</sup> Street south 00°34'54" west 481.50 feet to the Northwest corner of that parcel  
16 described in that certain Warranty Deed recorded in instrument No.682533, records of Kootenai County, Idaho,  
17 being the TRUE POINT OF BEGINNING;

18  
19 **Thence** along the North line of said parcel and the South line of Lot 9, Block 1, Plat of Hoffman Second  
20 Addition, recorded in Book G of plats, Pages 101, and 101-A, records of Kootenai County, State of Idaho, south  
21 89°24'06" east 150.00 feet;

22  
23 **Thence** south 00°34'54" west, 150.00 feet to the South line of said parcel;

24  
25 **Thence** along said South line and the North line of Lot 1, Block 1, Plat of Harvest Time, recorded in Book F,  
26 Page 213, records of Kootenai County, State of Idaho, north 89°24'06" west, 150.00 feet to the Southwest  
27 corner of said parcel and the East line of 4<sup>th</sup> Street;

28  
29 **Thence** along the East line of 4<sup>th</sup> Street north 00°34'54" east 150.00 feet to the **POINT OF BEGINNING**;

30  
31 -----  
32  
33 **PARCEL 10** A parcel of land lying in the West ½ of Section 26, Township 51 North, Range 4 West, Boise  
34 Meridian, State of Idaho, described as follows:

35  
36 **Beginning** at the Southwest corner of said section 26;

37  
38 **Thence** along the West line of said section 26, north 00°33'53" east, 25 feet;

39  
40 **Thence** along the North right-of-way line of Hanley Avenue south 89°06'03" east, 25 feet to the **TRUE POINT**  
41 **OF BEGINNING**;

42  
43 **Thence** along said north right-of-way line, south 89°06'03" east, 971.6 feet to its intersection with the west line of  
44 the east half of the east half of the west half of the southwest quarter of section 26, Township 51 North, Range 4  
45 West, Boise Meridian;

46  
47 **Thence** along said west line north 00°37'33" east, 2619.10 feet to the north line of said southwest quarter;

48  
49 **Thence** along said north line, north 88°48'26" west, 543.30 feet;

50  
51 **Thence** north 1°12'25" east, 75.00 feet

52  
53 **Thence** north 88°48'26" west, 60.00 feet

54  
55 **Thence** north 01°12'25" east, 90.00 feet;



# COEUR D'ALENE CITY LIMITS

1  
2 **Thence** north 88°50'27" west, 66.00 feet;

3  
4 **Thence** north 01°12'25" east, 360.33 feet;

5  
6 **Thence** north 89°01'09" west, 300.00 feet to the east right-of-way line of Ramsey Road;

7  
8 **Thence** south 01°12'25" west, 487.40 feet;

9  
10 **Thence** south 89°29'46" west, 5.41 feet,

11  
12 **Thence** south 00°33'53" west, 2660.51 feet to the **POINT OF BEGINNING**.

13  
14 -----

15  
16 **PARCEL 11** A parcel of land lying in the northwest ¼ of section 27, Township 51 North, Range 4 West,  
17 Boise Meridian, State of Idaho, described as follows:

18  
19 **Beginning** at the west 1/4 corner of said section 27;

20  
21 **Thence** along the south line of said northwest 1/4 section, south 88°17'47" east, 25 feet to the **TRUE POINT OF**  
22 **BEGINNING**;

23  
24 **Thence** continuing along said south line, south 88°17'47" east, 633.74 feet to the southeast corner of Tract 335,  
25 Hayden Lake Irrigated Tracts as shown on a plat recorded in Plat Book "C", Page 67, Records of Kootenai  
26 County;

27  
28 **Thence** along the east line of said tract 335, north 01°06'39" east, 661.11 feet to the northeast corner of said  
29 Tract 335;

30  
31 **Thence** along the north line of said Tract 335, north 88°17'37" west, 632.77 feet to a line that is 25 feet east of  
32 and parallel with the west line of said section 27;

33  
34 **Thence** along said line south 01°11'11" west, 661.1 feet to the **POINT OF BEGINNING**.

35  
36 -----

37  
38 **PARCEL 12** Two parcels of land lying in the southwest 1/4 of Section 20, Township 50 North, Range 3 West,  
39 Boise Meridian, State of Idaho, recorded as instrument numbers 1356397 and 1857774 described as follows:

40  
41 **Beginning** at the west 1/4 corner of said section 20;

42  
43 **Thence** south 36°26'13" east, 1688.44 feet to a 1/2' iron pipe being **THE TRUE POINT OF BEGINNING**;

44  
45 **Thence** south 50°31'03" west, 119.82 feet;

46  
47 **Thence** north 39°28'57" west, 170.00 feet;

48  
49 **Thence** north 50°31'03" east, 119.82 feet;

50 **Thence** south 39°28'57" east, 170.00 feet to the **POINT OF BEGINNING**;

51  
52 -----

53  
54 **PARCEL 13** A portion of the east 1/2 of Section 19, Township 50 North, Range 3 West, Boise Meridian,  
55 State of Idaho described as follows:

# COEUR D'ALENE CITY LIMITS

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**Beginning** at the east 1/4 corner of said section 19;

**Thence** along the east line of said section 19, south 01°04'25" west, 516.68 feet;

**Thence** south 84°52'41" west, 282.98 feet to the beginning of a curve concave to the northeast having a radius of 1327.89 feet, a central angle of 27°14'14" and a long chord that bears north 77°41'16" east, 625.32 feet;

**Thence** northwesterly along said curve 631.25 feet to a point on the southwesterly boundary of Tate Point as shown on a plat recorded in Book "I" of Plats at page 296, records of Kootenai County;

**Thence** along said boundary, being nontangent to said curve, north 34°18'00" west, 1068.58 feet;

**Thence** continuing along the boundary of said Tate Point and the west boundary of Elk Point as shown on a plat recorded in Book "I" of Plats at page 273, records of Kootenai County, north 00°43'51" west, 225.51 feet;

**Thence** continuing along the boundary of said Elk Point, north 89°56'21" east, 165.00 feet;

**Thence** continuing along the boundary of said Elk Point, north 00°43'51" west, 677.72 feet to the northwest corner of said plat;

**Thence** easterly along the north line of said Elk Point to the west line of Armstrong Park First Addition as shown on a plat recorded in Book "FI" of Plats at page 274, records of Kootenai County;

**Thence** southerly along said west line to the **POINT OF BEGINNING**.

-----

**PARCEL 14** A portion of the East ½ of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho described as follows:

**Commencing** at the ¼ corner common to Sections 10 and 11, from which the Northwest corner of Section 11 bears north 01°01'05" east, 2,653.51 feet;

**Thence** north 01°01'05" east, 1,326.68 feet to the northwest corner of government Lot 7 and the **POINT OF BEGINNING**;

**Thence** along the said north line of government Lot 7, south 89°05'55" east, 81.92 feet to a point on the southerly right-of-way line of the abandoned Burlington Northern Railroad, being also a cusp of a curve concave to the southwest having a radius of 1096.28 feet, a central angle of 11°24'01" and a long chord that bears north 70°58'29" west, 217.77 feet;

**Thence** northwesterly along said curve and said southerly right-of-way, 218.13 feet;

**Thence** continuing along said southerly right-of-way, north 76°41'24" west, 84.55 feet;

**Thence** leaving said southerly right-of-way, south 06°44'01" west, 170.54 feet;

**Thence** south 01°02'14" west, 88.10 feet;

**Thence** south 88°57'46" east, 158.00 feet;

**Thence** north 01°02'14" east, 88.74 feet;

## COEUR D'ALENE CITY LIMITS

1 **Thence** north 01°01'02" east, 120.00 feet to the beginning of a nontangent curve concave to the southwest,  
2 having a radius of 1195.92 feet, a central angle of 03°20'02" and a long chord that bears south 69°44'28" east,  
3 69.57 feet;

4  
5 **Thence** southeasterly along said curve 69.58 feet to a point on the section line common to sections 10 and 11,  
6 Township 50 North, Range 4 West, Boise Meridian;

7  
8 **Thence** along said section line, south 01°01'05" west, 12.94 feet to the northwest corner of said government Lot  
9 7 to the **POINT OF BEGINNING**.

10  
11 -----

12  
13 **PARCEL 15** A portion of the northeast ¼ of Section 33, Township 51 North, Range 4 West, Boise Meridian,  
14 Kootenai County, State of Idaho described as follows:

15  
16 **Commencing** at a p.k. nail set in concrete with a washer marked PLS 4182 marking the ¼ corner common to  
17 Section 28 and 33, from which a 2 inch diameter brass cap marked PLS 4182 marking the center ¼ corner of  
18 Section 28 bears north 01°22'04" east a distance of 2658.32 feet;

19  
20 **Thence** south 89°39'20" east, 51.84 feet, said point being the **TRUE POINT OF BEGINNING**;

21  
22 **Thence** south 52°34'18" east, 3204.7 feet along the south right-of-way line of the Spokane International Railroad  
23 to an angle point in the west right-of-way line of Atlas Road;

24  
25 **Thence** continuing south 52°34'18" east, 19.0 feet to a line that is parallel with and 25 feet west of the east line  
26 of said Section 33;

27  
28 **Thence** north 00°52'08" east, 1950.7 feet along said line to the north line of the northeast ¼ of said section 33;

29  
30 **Thence**, along said north line, north 88°39'20" west, 2550.12 feet to the **TRUE POINT OF BEGINNING**.

31  
32 -----

### Notes:

- 33 1. All bearings that are marked "(grid)" are based on the State plane coordinate system,  
34 N.A.D. 1983
2. Reference to the "shoreline" of lake Coeur d'Alene means that shoreline at elevation  
2125 feet above sea level (U.S.G.S. datum) as per city code §17.08.210c. This is the same  
as Washington Water Power elevation of 2128 feet, which is based on the pre-1929  
datum.

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

December 7, 2009  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Jim Elder, Fernan Village  
Robert Knechtel , Kootenai County Dog Park Association

**STAFF PRESENT**

Troy Tymesen, Finance Director  
Doug Eastwood, Parks Director  
Warren Wilson, Deputy City Attorney  
Juanita Knight, Senior Legal Assistant  
Jon Ingalls, Deputy City Administrator

**Item 1. Annual Report / Road and Street Financial Report.  
(Consent Calendar)**

Troy Tymesen, Finance Director, reported that Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31<sup>st</sup> of December for the preceding fiscal budget year for cities, counties, and highway districts. The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2008-09 was \$1,460,366. Mr. Tymesen explained that the Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department. Mr. Tymesen further explained detailed information contained in the report.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2009 as submitted.**

**Item 2. Agreement for use of School Dist 271 Property / Off-Leash Dog Park.  
(Resolution No. 09-053)**

Doug Eastwood, Parks Director, explained that the community identified a need for an off-leash dog park during the update to the Parks Master Plan. As explained in his staff report, Kootenai County has identified 7 acres of land that will be dedicated to a dog park but currently there is no street access or utilities to the site. A group of dog park advocates requested use of vacant school district property next to Northshire Park for a temporary site (up to three years) with hopes or expectations that the county property will be available for development within that time frame. School District 271 has agreed to the temporary use of their property adjacent to Northshire Park on Atlas Road. The dog park group, also known as the Kootenai County Dog Park Association, will raise all the funds necessary to develop the off-leash dog park. The City is assisting with the use of old chain link fence that we removed from the cemetery and we can help with irrigation design and installation. The City might also recruit assistance from the Street Department to do some site grading. Other materials and volunteer labor is being, or has been, recruited by the KCDPA. They are currently working on the final fund drive for the park.

Mr. Robert Knechtel said they have been heavily involved in fundraising and have raised a little over \$7,000 to date. An additional \$18,000 is still needed. Mr. Knechtel noted that donations can be made on their website at <http://www.kcdogpark.com/> .

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-053 approving an agreement with School District #271 for the use of their property adjacent to Northshire Park on Atlas Road for a temporary off-leash dog park.**

**Item 3. Council Bill No. 09-1028 / Animal Control Regulations Amendments.  
(Information Only)**

Warren Wilson, Deputy City Attorney, Earlier this year, staff reported to the General Services Committee that a re-write of the Animal Control Ordinances were nearly complete. The Committee recommended that staff share that draft with several outside entities to get their input on the draft. Staff shared the draft with the members of the City's animal control advisory board, the Humane Society, a representative of the Village of Fernan and the Idaho Department of Fish and Game. Comments were received back from several of these entities and a revised draft has been prepared for your review. A copy of the responses from Kendall Bodkin, DVM and Fish and Game are included in the packet for review.

As stated in his staff report, Mr. Wilson noted that the proposed animal control ordinance is intended to address several issues including, clarifying the City's animal control requirements, establishing a multiple classification system for addressing aggressive/dangerous/vicious dogs, establishing a wild animal feeding prohibition and recouping some current costs. Staff believes that the proposed ordinance will address these issues. The enforcement and appeal provisions of the current code remain largely unchanged and staff will continue to struggle in these areas. Overall, however, staff believes that the proposed ordinance is a good step forward. Because of the length and complexity of the proposed ordinance, staff recommends that the City Council hold a workshop with staff to review the proposal.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, to direct Staff to schedule a workshop, no later than January 2010, with the City Council and Staff. Staff was further directed to return the final draft to General Services and then on to the full City Council no later than February 2010.**

The meeting adjourned at 3:15 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**December 7, 2009**

**From: Doug Eastwood, Parks Director**

**RE: AGREEMENT TO USE SCHOOL DISTRICT PROPERTY FOR A  
TEMPORARY OFF-LEASH DOG PARK**

**Decision Point:** Enter into an agreement with School District 271 for use of their property for an off-leash dog park.

**History:** The community identified a need for an off-leash dog park during the update to the Parks Master Plan; it was one of the top three requests. Kootenai County has identified 7 acres of land that will be dedicated to a dog park but currently there is no street access or utilities to the site. A group of dog park advocates requested use of vacant school district property next to Northshire Park for a temporary site (up to three years) with hopes or expectations that the county property will be available for development within that time frame. School District 271 has agreed to the temporary use of their property adjacent to Northshire Park on Atlas Road.

**Financial Analysis:** The dog park group, also known as the Kootenai County Dog Park Association, will raise all the funds necessary to develop the off-leash dog park. We are assisting with the use of old chain link fence that we removed from the cemetery and we can help with irrigation design and installation. We might also recruit assistance from the Street Department to do some site grading. Other materials and volunteer labor is being, or has been, recruited by the KCDPA. They are currently working on the final fund drive for the park. The KCDPA will help with volunteer work parties after the park is built to keep it clean. The Parks Department will mow the turf within the dog park when we mow Northshire Park and we will assist where possible to help make the dog park a success.

**Performance Analysis:** A request for an off-leash dog park was a high priority during our survey of needs and there was a good showing of support from people who do not own dogs but recognize a need for an off-leash site. The agreement with the School District will be a one-year agreement that is renewable each year up to three years or until they need the property for a possible new school. We will also be establishing guidelines/rules for use of the park which may likely require that any dog visiting the park be licensed.

**Decision Point:** Enter into an agreement with the School District to use their property for a temporary off-leash dog park. All city ordinances and rules will apply to the off-leash site while the agreement is in force.



RESOLUTION NO. 09-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR USE OF REAL PROPERTY WITH COEUR D' ALENE SCHOOL DISTRICT NO. 271 FOR A TEMPORARY OFF-LEASH DOG PARK.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Coeur d' Alene School District No. 271, for use of real property for a temporary off-leash dog park pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for use of real property, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 15<sup>th</sup> day of December, 2009.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

**ORIGINAL**

AGREEMENT IN RE: USE OF REAL PROPERTY  
OF  
COEUR D'ALENE SCHOOL DISTRICT NO. 271  
BY THE CITY OF COEUR D'ALENE

The parties to this Agreement are THE CITY OF COEUR D'ALENE, a municipal corporation of the State of Idaho located in Kootenai County, Idaho, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as THE CITY; and SCHOOL DISTRICT NO. 271 OF KOOTENAI COUNTY, commonly referred to as COEUR D'ALENE SCHOOL DISTRICT NO. 271, a body corporate and politic organized pursuant to Title 33 of Idaho Code, whose address is 311 N. 10th Street, Coeur d'Alene, Idaho 83814, hereinafter referred to as THE DISTRICT, both collectively hereinafter referred to as the Parties.

WHEREAS, the parties have identified a need in the community to have access to a facility for an "off leash dog park"; and,

WHEREAS, the City Council of THE CITY, as the governing body thereof, and the Board of Trustees of THE DISTRICT, as the governing body thereof, have determined that it is in the best interest of the public (and the judgment of the governing board of each of the parties) to provide for the authorization from THE DISTRICT transferring the use of the property hereinafter described on Exhibit "A" to THE CITY, and that THE CITY will thereafter control, operate and maintain an "off leash dog park" on the premises hereinafter described as set forth on Exhibit "A" at its sole cost.

WHEREAS, THE DISTRICT shall retain title and ownership of said property, but shall convey the use thereof for a period of not to exceed twelve (12) months (subject to two [2] renewal terms of twelve months) to THE CITY, all for the purposes as herein identified.

NOW, THEREFORE, the parties agree as follows:

1. THE DISTRICT shall authorize and transfer the use of the premises described on Exhibit "A" attached hereto and hereafter incorporated by reference as if fully set forth herein for the term as hereinabove set forth to THE CITY.

2. THE CITY shall require reasonable restrictions on the use of the premises until the termination of this Agreement, in the sole discretion of THE CITY including recreational uses as otherwise defined in Idaho Code 33-1604 et seq.

1-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

3. The DISTRICT shall indemnify, defend, and hold the CITY harmless from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs, and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this Agreement by the DISTRICT, or arising from any act, negligence, or omission by the DISTRICT or any of its agents, employees, and volunteers. The DISTRICT's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act and the limits of any insurance provided under the Act and Idaho Code §67-5776.

4. The CITY shall indemnify, defend, and hold the DISTRICT harmless from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs, and expenses and liabilities incurred in or from any such obligation to be performed under the terms of this Agreement by the CITY, or arising from any act, negligence, or omission by the CITY or any of its agents, employees, or volunteers. The CITY's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act and the self-insurance provisions adopted by the CITY and Idaho Code §67-5776.

5. The DISTRICT shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to the CITY as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement whether such operations be by it or its agents or anyone directly or indirectly employed by the DISTRICT. In addition, the DISTRICT is responsible for the following: (a) The DISTRICT shall notify the CITY in writing as soon as practicable after notice of an injury or a claim is received; (b) The DISTRICT shall cooperate completely with the CITY and/or the CITY's insurers in the defense of such injury or claim; and the DISTRICT shall take no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the CITY from protecting the City's interests. All insurance required under this paragraph shall be maintained in full force and effect in a company or entity or companies or entities reasonably satisfactory to CITY and shall be maintained at the District's expense until this Agreement terminates. Certificates of such insurance shall be provided to the CITY

2-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

contemporaneously with the execution and delivery of this Agreement by the DISTRICT and at any other time upon reasonable notice by the CITY to the DISTRICT. Failure to maintain the insurance required by this Agreement shall be grounds for its immediate termination notwithstanding any other provisions governing termination of this Agreement.

6. The CITY shall maintain comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement whether such operations be by it or its agents or anyone directly or indirectly employed by the CITY. The CITY may purchase such policy, or may at its election be self-insured. The combined aggregate liability of the CITY and its employees for damages, costs, and attorney fees under state law, on account of bodily or personal injury, death, or property damage, or other loss as the result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, shall be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), unless the CITY has purchased applicable, valid, and collectible liability insurance coverage in excess of said limit, in which event the controlling limit shall be the remaining available proceeds of such insurance. In addition, the CITY is responsible for the following: (a) The CITY shall notify the DISTRICT in writing as soon as practicable after notice of an injury or a claim is received; (b) The CITY shall cooperate completely with the DISTRICT and/or the DISTRICT's insurers in the defense of such injury or claim; and the CITY shall take no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the DISTRICT from protecting the DISTRICT's interests. All insurance required under this paragraph shall be maintained in full force and effect in a company or entity or companies or entities reasonably satisfactory to DISTRICT and shall be maintained at the CITY's expense until this Agreement terminates. Certificates of such insurance shall be provided to the DISTRICT contemporaneously with the execution and delivery of this Agreement by the CITY and at any other time upon reasonable notice by the DISTRICT to the CITY. Failure to maintain the insurance required by this Agreement shall be grounds for its immediate termination notwithstanding any other provisions governing termination of this Agreement.

3-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

8. THE CITY shall advise and coordinate with THE DISTRICT, THE CITY'S use, maintenance and control of the premises, and further THE CITY shall advise and users of the off leash dog park of the time limits set forth in the term hereof.

9. This Agreement shall be in effect for Twelve monthes from the date of its final execution and shall terminate upon the expiration of the term, unless it is continued by written agreement of the parties (two additional single twelve month terms).

10. The parties have agreed that no separate legal entity or administrative entity is created by this Agreement.

11. The purpose, as referenced in the recitals of this Agreement, and the body hereof, is to provide for the use of THE DISTRICT property by THE CITY as a City Park primarily for an off lease dog park.

12. There shall be no separate financing or budgetary consideration by either of the parties, THE CITY to operate, maintain and control the premises upon execution of this Agreement through its term.

13. There is no jointly held property, the premises described on Exhibit "A" remaining the property of THE DISTRICT, subject to THE CITY'S use pursuant to the terms hereof.

14. The administration of the use of the premises described on Exhibit "A" shall be vested with THE CITY, and its appropriate departments.

15. Pursuant to Idaho Code 67-2328 (d)(3), nothing set forth in this Agreement shall relieve either public agency of any obligation or responsibility imposed upon and by law.

16. In the event any legal proceeding shall be instituted between the parties, such legal proceedings shall be instituted in the First Judicial District Court in the County of Kootenai and the State of Idaho.

17. No real or personal property shall be jointly held by the parties to this Agreement, the premises above described, together with any improvements thereon to remain the property of THE DISTRICT, subject to the use by THE CITY as provided for herein.

18. Notice:

Any notice under this Agreement shall be in writing and be delivered in person or by public

4-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may, from time to time, direct in writing:

The DISTRICT:                   311 North 10<sup>th</sup> Street  
Coeur d'Alene, ID 83814  
Facsimile: (208) 664-1748

The CITY:                        Coeur d'Alene City Clerk  
710 East Mullan  
Coeur d'Alene, ID 83816-0489  
Facsimile: (208) 759-2388

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, (c) the day facsimile delivery is verified. Actual notice, however, and from whomever received, shall always be effective.

19. Severability:

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

20. Entire Agreement:

This Agreement embodies the entire agreement of the parties, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein. The Agreement may be modified only in writing signed by both parties.

21. Waiver:

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any

5-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

covenant, term or condition shall not be deemed a waiver of any other covenant, term or condition herein.

22. Force Majeure:

Any inability to perform this Agreement due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse performance by such party for a period equal to any such inability to perform.

23. Assignment of Agreement:

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by either party.

24. Binding effect:

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns.

25. Duplicate originals:

This Agreement shall be executed in duplicate originals, each party to retain one of the duplicate originals in executed form.

26. Promise of Cooperation:

Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE CITY OF COEUR D'ALENE  
BY:

\_\_\_\_\_  
SANDI BLOEM, MAYOR

6-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

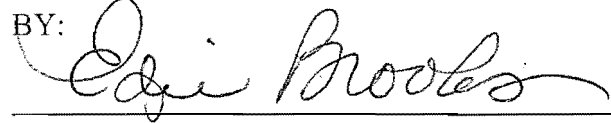


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SUSAN WEATHERS, CLERK

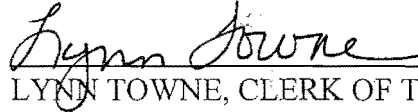
COEUR D'ALENE SCHOOL DISTRICT NO. 271

BY:



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EDIE BROOKS, CHAIRMAN OF THE BOARD



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LYNN TOWNE, CLERK OF THE BOARD

7-AGREEMENT IN RE: USE OF REAL PROPERTY OF COEUR D'ALENE SCHOOL DISTRICT NO. 271 BY THE CITY OF COEUR D'ALENE

Block 1 except the South 196.73 feet of Northshire Addition to the City of Coeur d'Alene situate in Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho

OTHER BUSINESS

**FINANCE DEPARTMENT**  
Staff Report

DATE: December 15, 2009  
FROM: Troy Tymesen, Finance Director  
SUBJECT: Department of Environmental Quality (DEQ) Loan Offer

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**DECISION POINT:**

To approve a loan offer from DEQ for up to \$13,000,000.00 at 0.5% fixed interest rate for 20 years with no loan fees. The money will be used to finance the next two phases of the City's wastewater treatment plant modifications as per the Council approved facility plan.

**HISTORY:**

The construction work and design for the next two phases of the wastewater treatment plant has been in design since 1999. Thanks to the preparedness of the utility and the facility plan the City was awarded, through competition, access to this funding source.

**FINANCIAL ANALYSIS:**

The wastewater utility in 2001 received judicial confirmation to upgrade the plant in aggregate to \$28,000,000.00. The first bonds were issued in 2007 for \$15,000,000.00 and acquired by DEQ. The City could take this bond issue to the open market in the form of a revenue bond, however the interest rate would not be 0.5% fixed for 20 years. The savings to the rate payer if all \$13,000,000.00 is used would be in excess of \$4,000,000.00 if the rate did not exceed 3.75%.

**PERFORMANCE ANALYSIS:**

The funding source is from the Clean Water State Revolving Fund. The money originated from the American Recovery and Reinvestment Act (ARRA). There are several conditions subject to ARRA funding that the City has taken into consideration.

**DECISION POINT/RECOMMENDATION:**

To approve a loan offer from DEQ for up to \$13,000,000.00 at 0.5% fixed interest rate for 20 years with no loan fees. The money will be used to finance the next two phases of the City's wastewater treatment plant modifications as per the Council approved facility plan.

RESOLUTION NO. 09-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LOAN OFFER, ACCEPTANCE AND AGREEMENT FOR WASTEWATER TREATMENT FACILITY DESIGN AND CONSTRUCTION (THE "LOAN OFFER") FROM THE STATE OF IDAHO DEPARMENT OF ENVIRONMENTAL QUALITY ("DEQ").

WHEREAS, the City of Coeur d'Alene, Idaho (the "City") has received a Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction (the "Loan Offer") attached hereto as Exhibit "A" from the State of Idaho Department of Environmental Quality ("DEQ");

WHEREAS, the City desires to accept the Loan Offer and authorize the Mayor and/or the Finance Director, to execute the Loan Offer and related instruments and to take all action necessary or reasonably required to effectuate its provisions and to proceed to prepare an ordinance for consideration pursuant to which a bond will be issued to DEQ for up to \$13,000,000 at an interest rate of 0.5%

NOW, THEREFORE, be it resolved by the City Council as follows:

Section 1. Approval of Loan Offer. The form, terms and provisions of the Loan Offer to be entered into or approved by the City be, and it is hereby, approved and authorized, and the City shall execute the Loan Offer and related instruments. The Mayor and the Finance Director are hereby authorized to execute and deliver the Loan Offer and related instruments, together with such changes as the signing officers shall approve and shall not be inconsistent herewith.

Section 2. Necessary Actions. The Mayor and the Finance Director shall take all action necessary or reasonably required by the Loan Offer and related instruments to effectuate its provisions, and shall take all action necessary or desirable to proceed to prepare an ordinance for consideration pursuant to which a bond will be issued to DEQ for up to \$13,000,000 at an interest rate of 0.5%.

BE IT RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such instruments on behalf of the City.

DATED this 15<sup>th</sup> day of December, 2009.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

**STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LOAN OFFER, ACCEPTANCE AND AGREEMENT  
FOR WASTEWATER TREATMENT FACILITY  
DESIGN AND CONSTRUCTION**

**SECTION I. INTRODUCTION**

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Wastewater Treatment Facility Loan Account (Account) to assist municipalities in the construction of wastewater treatment facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Coeur d'Alene (Applicant/Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Administration of Water Pollution Control Loans (the Rules).

The Applicant is a public entity with the authority to finance public improvements. The Department hereby offers a loan to the Applicant according to the terms and conditions contained in this document and the Rules.

**SECTION II. DESCRIPTION OF PROJECT**

This loan offer is for design and construction of the following project:

- A. Loan Project Number: WW1008
- B. Name and Address of Applicant: City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814
- C. Terms: \$13,000,000 at a 0.5% interest rate to be repaid in biannual installments over 20 years.
- D. Project Description: The loan to the City of Coeur d'Alene is for a wastewater treatment plant upgrade. The upgrade is being driven by the necessity to meet changing National Pollutant Discharge Elimination System discharge limits. The upgrade will add a new sludge digester, a digester control building, a digester gas handling building, an administration/lab building and a maintenance shop building.

E. Estimated Project Budget

1.	Engineering	\$2,000,000
2.	Treatment	<u>11,000,000</u>
	Total	<u>\$13,000,000</u>

**SECTION III. GENERAL CONDITIONS**

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become the Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules.

The Borrower agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director); To not enter into sale, lease or transfer of any of the property related to the project; To not make any additional material encumbrances to the project without the prior written consent of the Director; To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director; To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director; Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement. The Borrower further agrees to commit the full value of ARRA funds to a signed contract/s by February 17, 2010.
- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department by the Borrower in support of the request for this loan, which application is attached hereto and incorporated by reference herein.
- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.



- E. To make efforts to award subagreements to Minority and Women-owned businesses (MBE/WBE). The separate fair share goals for MBE and for WBE, will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals. Semi-annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department.
- F. To provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title or legal rights to all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project.
- G. To take affirmative action to ensure that the project shall be completed and operated in conformance with federal and state laws relating to occupational health and safety.
- H. ARRA funds may only be issued for the construction, alteration, maintenance or repair if all of the iron, steel, and manufactured goods used in the project are produced in the United States. This term and condition shall not apply in any case or category of cases in which the Department finds that (1) applying the term and condition would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent. If compliance with this provision is not deemed practicable by the borrower, the borrower must request a waiver, in writing and in sufficient detail for DEQ to make an informed decision. Borrower agrees to comply with any further guidance from the Office of Management and Budget applicable to this provision. Borrower agrees to maintain a complete set of records documenting compliance.
- I. That if prior to completion of this contract the project is damaged or destroyed, there will be no-reduction in the amounts payable by the Borrower to the Department.
- J. That in the event there is any default in the payment of either the principal amount or the interest due under this Agreement, or any breach by the Borrower of any of the terms or conditions of this Agreement, the entire principal amount and whatever interest is due to the date of payment may be declared due and immediately payable. The amount of such default shall bear the same interest rate as applies to the principal of this loan from the date of default until the date of payment by the Borrower. All costs incurred by the Department due to such default, including court costs and attorney's fees, shall be repaid by the Borrower to the Department.
- K. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.
- L. That the use by the Department of any remedy specified in this Agreement for its

enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

- M. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.
- N. To comply with all applicable federal, state and local laws.
- O. Borrower must promptly refer to the Department and EPA's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of the laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or sub-grants awarded by the grantee.
- P. The total loan funds disbursed per this Agreement (\$13,000,000) are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If Borrower expends more than \$500,000 of these loan funds in a fiscal year, Borrower shall conduct an audit in accordance with the SAA. In such case, Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. Borrower recognizes that it is responsible for determining if the \$500,000 threshold is reached and if a SAA audit is required. Additionally, Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by Borrower in instances where the \$500,000 federal financial assistance threshold was not reached.
- Q. The Borrower agrees to register with the Central Contract Registry of the U.S. EPA Office of Grants and Debarment. The Borrower agrees to include as a requirement in all contracts with subcontractors that the subcontractor will register with the Central Contractor Registry. These registrations must be updated as required by law and may not be allowed to expire. The Borrower also agrees to keep a record of its registry with the Central Contract Registry.

#### **SECTION IV. PROJECT MANAGEMENT**

The Borrower agrees to:

- A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is

accepted by the Department.

- B. Comply with the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.
- C. All laborers and mechanics employed by the prime construction contractor and subcontractors in the project using ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). Borrower agrees that all procurement contracts must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to ARRA funds. The Borrower shall be responsible for maintaining a complete set of records that document compliance.
- D. Assure that contracts related to the project which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- E. Jointly with an engineering consultant provide assurances that the physical and operational integrity of the works, when constructed, will achieve the level of treatment provided for in the design specifications.
- F. Provide for the accumulation of funds through charges made for services or otherwise, for the purposes of (1) establishing a fund dedicated solely to the repayment of principal on this loan, (2) capital replacement and (3) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.
- G. Provide a plan and program for an equitable user charge system for payment of operation and maintenance of constructed facilities. The user charge system shall be approved by the Department and enacted by the Borrower prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- H. Develop and adopt a sewer use ordinance approved by the Department prior to receiving final payment of State loan funds.
- I. Provide an operation and maintenance manual for the project approved by the Department prior to receiving final payment of loan funds.

- J. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.
- K. Assure that the operator in charge of the collection system and/or treatment facility has a level of competency commensurate with the nature of the collection system and/or treatment facility. He or she must be certified as a Wastewater Treatment and/or Wastewater Collection Operator in a class equal to or greater than that of the collection system and/or treatment facility.
- L. Assure that facility personnel shall participate in operator training programs approved by the Department and designed to assure competence in the operation and maintenance of the facility.
- M. Commence satisfactory operation and maintenance of the sewage collection and/or treatment facility on completion of the project in accordance with applicable provisions, rules of the Department and any other applicable law, rule or regulation and not discontinue operation or dispose of the collection system and/or treatment facility without the written approval of the Department.
- N. Review and update the user charge system at least biennially during the life of this agreement to assure that all costs including debt retirement, capital replacement, operation and maintenance are offset by sufficient revenues.
- O. Maintain project accounts in accordance with generally accepted accounting principles.

#### **SECTION V. SPECIAL CONDITIONS**

- A. The Borrower shall complete the attached project schedule and submit to the Department's Coeur d'Alene Regional Office for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall strive to complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved in writing by the project engineer in the Department's Coeur d'Alene Regional Office, prior to becoming effective.
- C. The City shall serve as the central repository for all ARRA related project records (e.g. Buy American certifications, Davis-Bacon wage provisions compliance).
- D. No loan disbursements will be made until the environmental review process is completed.

## **SECTION VI. SECURITY REQUIREMENTS**

The Borrower agrees:

- A. This loan will be evidenced and secured by a promissory note. A copy of the note and related resolution shall be attached to this Agreement and incorporated by reference herein upon project completion. Proceeds from system revenues will be used to pay off this loan.
- B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has five years to establish the reserve, setting aside an amount equal to 20% (twenty percent) of one year's payment into the reserve fund each year.

## **SECTION VII. LOAN DISBURSEMENTS**

The Borrower agrees:

- A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II above.
- B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.
- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs, however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount will be reduced accordingly.
- E. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:
  1. The Borrower's engineer certifies (a) that the project has been constructed according to plans and specifications previously approved by the Department and (b) that the project is fully operational; and
  2. The Department has inspected the project and verifies the engineer's certification; and
  3. The Department has determined that all terms and conditions of this Agreement

have been met; and

4. All security requirements of Section VI have been satisfied.
- F. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money on the basis of the Borrower's priority position immediately upon the accrual of said sum in the Account.

#### **SECTION VIII. REPAYMENT TERMS AND SCHEDULE**

The Borrower agrees:

- A. This loan shall be repaid in the manner set forth in the promissory note which shall be attached to this Agreement upon project completion and incorporated by reference.
- B. To pay biannual payments of principal and interest and to fully amortize this loan not later than twenty years from project completion.
- C. This Agreement shall remain in full force and effect until all loan proceeds, including principal, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

#### **SECTION IX. SUSPENSION OR TERMINATION OF LOAN AGREEMENT**

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure by the Borrower or its agents including engineering firm(s), or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including, but not limited to, the following:
  1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or
  2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years' imprisonment or any crime involving or affecting the project; or
  3. Violation(s) of any term of this Agreement; or
  4. Any willful or serious failure to perform within the scope of the project, plan of operation and project schedule, terms of engineering subagreements, or contracts for construction; or

5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency; or
  6. Failure to commit and/or use American Recovery and Reinvestment Act Funds as set forth in this Agreement.
- B. The Director shall notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
  2. Availability of a contested case hearing, before the Board of Environmental Quality, as provided for in the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23.
- C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Rules of Administrative Procedure Before the Board of Environmental Quality, IDAPA 58.01.23, the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of the Agreement.
- F. No terminated loan shall be reinstated. Terminated loans will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.

## **SECTION X. ACCESS AND INDEMNIFICATION**

The Borrower agrees to:

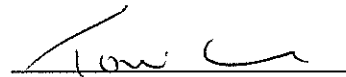
- A. Provide the Department, the U.S. Environmental Protection Agency, and the Officer of Inspector General, or any authorized agent thereof, access to all files, records, accountings and books relating to the management and accountability of this loan, including any of its procurement contractors and subcontractors or grantees or any State or local agency administering the contract, and interview any officers or employees of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

- B. Indemnify and hold harmless the Department, its agents, and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents', employees', contractors', or assignees' actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

**SECTION XI. OFFER**

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Dated October 26, 2009



Director  
Department of Environmental Quality

**SECTION XII. ACCEPTANCE**

The City of Coeur d'Alene, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name and Title of Representative - type or print

\_\_\_\_\_  
Date

Attachment



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 10/31/2009	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2009
<u>General-Designated</u>	\$456,991	\$6,190	\$10,356	\$452,825
<u>General-Undesignated</u>	3,094,580	3,039,363	4,201,855	1,932,088
<u>Special Revenue:</u>				
Library	(5,702)	9,449	93,002	(89,255)
CDBG			3,637	(3,637)
Cemetery	29,525	16,857	59,786	(13,404)
Parks Capital Improvements	310,415	36,579	168,789	178,205
Impact Fees	1,791,898	91,985	29,375	1,854,508
Annexation Fees	62,748	2		62,750
Insurance	2,016,799	320	500	2,016,619
Cemetery P/C	1,868,975	41,174	21,100	1,889,049
Jewett House	14,209		1,113	13,096
KCATT	3,407			3,407
Reforestation	6,996	381		7,377
Street Trees	211,551	4,206	3,000	212,757
Community Canopy	462	390	46	806
CdA Arts Commission	273		113	160
Public Art Fund	62,771	2	2,770	60,003
Public Art Fund - LCDC	305,767	9	4,000	301,776
Public Art Fund - Maintenance	120,349	4	1,057	119,296
KMPO - Kootenai Metro Planning Org	45,518	10,933	55,329	1,122
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,148,139	26,407		1,174,546
LID Guarantee	318,742	19		318,761
LID 124 Northshire/Queen Anne/Indian Meadows	2,317	331		2,648
LID 127 Fairway / Howard Francis	2,701	6,015		8,716
LID 129 Septic Tank Abatement	158,667			158,667
LID 130 Lakeside / Ramsey / Industrial Park	20,778			20,778
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	131,404			131,404
<u>Capital Projects:</u>				
Street Projects	1,283,525	98,091	863,334	518,282
2006 GO Bond Capital Projects	48,528	1	288	48,241
<u>Enterprise:</u>				
Street Lights	148,556	38,886	44,146	143,296
Water	1,276,761	436,085	265,213	1,447,633
Water Capitalization Fees	606,212	32,551		638,763
Wastewater	11,857,367	511,475	1,381,475	10,987,367
Wastewater-Reserved	1,394,926	27,500		1,422,426
WWTP Capitalization Fees	3,245,492	114,516		3,360,008
WW Property Mgmt	60,668			60,668
Sanitation	(46,046)	243,494	245,217	(47,769)
Public Parking	663,436	10,436	20,361	653,511
Stormwater Mgmt	490,515	107,017	45,176	552,356
Wastewater Debt Service	1,272	536,600	536,555	1,317
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	184,869	168,655	184,869	168,655
LID Advance Payments	425	209		634
Police Retirement	1,353,316	20,179	20,094	1,353,401
Sales Tax	1,677	1,282	1,677	1,282
BID	152,523	20,488		173,011
Homeless Trust Fund	526	494	526	494
<b>GRAND TOTAL</b>	<b>\$34,904,829</b>	<b>\$5,658,575</b>	<b>\$8,264,759</b>	<b>\$32,298,645</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWO MONTHS ENDED  
 30-Nov-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$28,056	15%
	Services/Supplies	14,360	645	4%
Administration	Personnel Services	483,605	81,410	17%
	Services/Supplies	5,500	409	7%
Finance	Personnel Services	637,704	107,175	17%
	Services/Supplies	116,240	7,669	7%
Municipal Services	Personnel Services	822,699	132,939	16%
	Services/Supplies	463,207	63,914	14%
Human Resources	Personnel Services	203,034	36,277	18%
	Services/Supplies	34,600	1,579	5%
Legal	Personnel Services	1,228,228	202,789	17%
	Services/Supplies	92,260	7,747	8%
	Capital Outlay			
Planning	Personnel Services	491,222	83,847	17%
	Services/Supplies	29,200	772	3%
Building Maintenance	Personnel Services	267,082	42,730	16%
	Services/Supplies	124,354	9,937	8%
Police	Personnel Services	8,504,121	1,299,144	15%
	Services/Supplies	695,924	39,536	6%
Fire	Personnel Services	6,391,258	959,529	15%
	Services/Supplies	383,290	35,139	9%
General Government	Services/Supplies	163,250	162,500	100%
Byrne Grant (Federal)	Services/Supplies	87,343	16,707	19%
COPS Grant	Services/Supplies		19,133	
CdA Drug Task Force	Services/Supplies	51,640	1,393	3%
	Capital Outlay			
Streets	Personnel Services	1,686,286	271,786	16%
	Services/Supplies	470,400	24,862	5%
ADA Sidewalk Abatement	Personnel Services	162,946	19,128	12%
	Services/Supplies	58,500	2,388	4%
Engineering Services	Personnel Services	347,291	72,010	21%
	Services/Supplies	732,050	25,292	3%
	Capital Outlay			

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWO MONTHS ENDED  
30-Nov-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2009	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	171,993	15%
	Services/Supplies	426,260	42,558	10%
Recreation	Personnel Services	599,152	82,471	14%
	Services/Supplies	141,150	8,735	6%
Building Inspection	Personnel Services	797,620	117,513	15%
	Services/Supplies	35,800	1,808	5%
Total General Fund		<u>28,114,370</u>	<u>4,181,520</u>	<u>15%</u>
Library	Personnel Services	941,698	149,469	16%
	Services/Supplies	184,000	26,180	14%
	Capital Outlay	60,000	6,286	10%
CDBG	Services/Supplies	304,576	3,637	1%
Cemetery	Personnel Services	148,024	28,771	19%
	Services/Supplies	65,450	10,941	17%
	Capital Outlay	25,200	35,073	139%
Impact Fees	Services/Supplies	830,000	454,976	55%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	122,238	54%
Insurance	Services/Supplies	201,243	2,156	1%
Cemetery Perpetual Care	Services/Supplies	98,500	16,218	16%
Jewett House	Services/Supplies	17,100	1,061	6%
Reforestation	Services/Supplies	2,500		
Street Trees	Services/Supplies	41,500	3,000	7%
Community Canopy	Services/Supplies	1,000	46	5%
CdA Arts Commission	Services/Supplies	6,600	114	2%
Public Art Fund	Services/Supplies	173,000	64,138	37%
KMPO	Services/Supplies	650,000	55,330	9%
Total Special Revenue		<u>4,177,391</u>	<u>1,179,634</u>	<u>28%</u>
Debt Service Fund		<u>2,153,383</u>	<u>94,519</u>	<u>4%</u>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWO MONTHS ENDED  
 30-Nov-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2009	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000	1,340	1%
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	2,076	0%
Howard - Neider Extension	Capital Outlay	200,000	401,010	201%
4th St - Lakeside to Harrison	Capital Outlay		494,490	
15th Street - Lunceford to Dalton	Capital Outlay	400,000		
3rd St & Harrison signal	Capital Outlay	275,000		
15th St & Harrison signal	Capital Outlay			
Intersection of Hanley & US95	Capital Outlay		1,710	
Fire Dept GO Bond Expenditure	Capital Outlay		289	
Total Capital Projects Funds		2,000,000	900,915	45%
Street Lights	Services/Supplies	555,571	65,187	12%
Water	Personnel Services	1,432,550	223,028	16%
	Services/Supplies	3,722,007	268,145	7%
	Capital Outlay	755,700	57,642	8%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	318,203	15%
	Services/Supplies	5,190,638	281,881	5%
	Capital Outlay	13,118,436	531,077	4%
	Debt Service	1,489,110	536,600	36%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	549,526	18%
Public Parking	Services/Supplies	173,957	34,184	20%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	52,624	13%
	Services/Supplies	523,737	60,178	11%
	Capital Outlay	475,000	5,150	1%
Total Enterprise Funds		34,499,491	2,983,425	9%
Kootenai County Solid Waste		2,400,000	184,869	8%
Police Retirement		237,500	35,373	15%
Business Improvement District		142,000		
Homeless Trust Fund		5,000	526	11%
Total Fiduciary Funds		2,784,500	220,768	8%
TOTALS:		\$73,729,135	\$9,560,781	13%