



# Coeur d'Alene

## CITY COUNCIL MEETING

*December 18, 2007*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL  
DECEMBER 4, 2007**

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 Hall December 4, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bleom Mayor

A. J. Al Hassell, III	)	Members of Council Present
Dixie Reid	)	
Loren Ron Edinger	)	
Deanna Goodlander	)	
Woody McEvers	)	
Mike Kennedy	)	

**CALL TO ORDER:** The meeting was called to order by Mayor Bloem.

**INVOCATION:** The invocation was led by Doug Eastwood.

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

**PRESENTATION - STUDENT ATHLETE RECOGNITION:** School Superintendent Harry Amend introduced the three coaches from the three teams who had 100% participation in the random drug testing program at the two high schools. He also expressed his appreciation for the efforts of Steve Walsh and Character Council as well as the Enough is Enough Committee for all their work with our area youth. Head Coach Carly Curtis introduced the coaches.

Coach Shelli Ashby announced that the participants from the Coeur d'Alene High School Junior Varsity Volleyball team are: Tessa Reyes, Amanda Studor, Faith Hazard, Miranda Todd, Kelsey Griffin, Shae Carson, Chelsea Martin, Nicole DeMarco, Sydney Sharp, Joy Day, Taylor Stewart, Dayna Drager and Ellie Matz.

From the Coeur d'Alene High School Junior Varsity II Volleyball, Coach Sara Chiappe introduced the following students who participated in voluntary drug testing: GG Templeman, Kylie Gould, Mandi Iverson, Corin Schlim, Courtney Richardson, Emma Surby, Samantha Mannon, Jade Mikkelson, Kayla White, Marissa Levi, Sarah Pennington, and Taya Hawks.

Coach Amanda Hooker, representing the Coeur d'Alene High School Freshman Volleyball team, announced that the following students participated in the drug testing program: Brittany Bowen, Robyn Zortman, Kaylee Cruse, Erika LaTorre, Jordan Mee,

Megean Altman, Laurel Gardner, Carly Rosenthal, Bailey Altman, Sara Griffin, Kassie Russell and Emily Wise.

Councilman Reid complimented the students for the great example they are setting for younger students. She also expressed her appreciation to Steve Walsh and the Character Council for their participation in this program.

**PRESENTATION - PARKS WATER CONSERVATION PROGRAM:** Parks Director Doug Eastwood introduced new employee Derek Kosanke, Irrigation Tech, who has a degree in landscape technology. Mr. Eastwood then presented a video which highlights the Water Conservation Program undertaken by the Parks Department as a means of conserving water consumption, manpower and electricity in our City Parks. Councilman McEvers asked about the water savings. Mr. Eastwood responded that currently the Parks Department is the largest consumer of water in the City; however, by adding this new water conservation program to all parks, he estimates a 30% savings.

**PUBLIC COMMENTS:**

HUD FUNDING ADMINISTRATIVE SERVICES: Meredith Bryant, 1988 E. Gunther Avenue, announced that she had met with Renata McLeod and Troy Tymesen regarding her concerns and objections for the contract with Panhandle Area Council for administering the HUD funds. She believes that the City did not act in good faith in awarding this contract to Panhandle Area Council versus awarding the contract to her.

CONFLICT OF INTEREST CLAIM: Dennis Hinrichsen, 946 E. Spruce, commented that there is a violation of public trust involving LCDC in that Dixie Reid, being a member of both the City Council and the LCDC Board, received compensation from a developer, Victory Homes, which company received \$3.4 million in funding from LCDC. He requested immediate removal of Councilman Reid from the City Council. Mayor Bloem asked Councilman Reid while working for Victory Homes had she ever voted on LCDC. Councilman Reid responded that she has been employed by Victory Homes, no contract has ever existed. She has never been employed by Neighborhood, Inc. who received LCDC funding. Councilman Edinger asked how many Council meetings does Councilman Reid have remaining and when does her term in office end. Councilman Reid responded she has 1-1/2 Council meetings left with her last meeting being January 2nd.

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

1. Approval of minutes for November 20, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for Monday, December 10th at 4:00 p.m.
3. RESOLUTION 07-071: 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 AUTHORIZING THE LEGAL

DEPARTMENT'S DESTRUCTION OF CERTAIN TEMPORARY RECORDS;  
APPROVAL OF AMENDMENT 2 TO THE IAFF LOCAL 710 LABOR  
CONTRACT – AMENDING MINIMUM STAFFING REQUIREMENTS;  
APPROVAL OF S-3-06 FINAL PLAT APPROVAL WITH SUBDIVISION  
IMPROVEMENT AGREEMENT FOR HAWK'S NEST 1<sup>ST</sup> ADDITION;  
APPROVAL OF A MEMORANDUM OF UNDERSTANDING &  
ENFORCEMENT AUTHORIZATION WITH THE KOOTENAI COUNTY  
SHERIFF'S DEPARTMENT AND APPROVAL OF A CONTRACT RENEWAL  
WITH THE DOWNTOWN ASSOCIATION

4. Bid Award - Recreation Department Van
5. Bid Awards - Parks Department 1-1/2 ton flat bed truck and a 1/2 ton extended cab pickup.
6. Authorizing Paul McGraw, civilian volunteer, to mark, tag and tow abandoned vehicles.
7. SS-19-07 - Final plat approval for The Sanctuary on Eighth.
8. SS-12-07 - Final plat approval for The 505 Flat Condominiums.
9. Setting of public hearing for the appeal of SUP for Tubbs Hill Water Booster Facility for January 15, 2008.

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

**COUNCIL ANNOUNCEMENTS:**

COUNCILMAN EDINGER: Councilman Edinger commended the Downtown Association for the parade and the Hagadone Corporation for the fireworks display on the Friday after Thanksgiving. He also commended KXLY and the Good Morning America show for coverage of the ceremony and fireworks.

COUNCILMAN GOODLANDER: Councilman Goodlander announced Janet Launhardt is working with the Library and the Arts Commission for displaying artwork in the new Library. Starting mid-December, the art display will be the story of the fire of 1910.

COUNCILMAN KENNEDY: Councilman Kennedy announced that the Kootenai Perspectives subcommittee for Affordable Housing met again yesterday. Their first action was the creation of an oversight Board and the second action was a funding program.

**ADMINISTRATOR'S REPORT:** The Mayor will be presenting her State of the City Address at the Chamber of Commerce Upbeat Breakfast next Tuesday, the 11<sup>th</sup>, at 7:00 a.m., at the Coeur d'Alene Resort. The city will be hosting two Design Review Commission workshops on December 13<sup>th</sup> - one at Noon, and one at 6:00 p.m. During each of these workshops, the Design Review Commissioners, Urban Design consultant Mark Hinshaw, and city staff will provide an overview of the proposed City Council endorsed concept of an expanded design review process for certain projects in the Downtown Core Zoning district, and the East, North, and Midtown Infill Overlay

Districts, and amendments to existing Downtown Design Regulations. The public is invited to an Open House for outgoing City Councilman Dixie Reid on Monday, December 17<sup>th</sup>, from 12:00 noon to 3:00 p.m. in the City Hall Council Chambers. On behalf of the Mayor and Council, I would like to extend a special thanks to the city Police and Fire Departments for their excellent support of the recent Good Morning America event. Special thanks, also, to the Fire Department for last week's successful Food Drive and Pictures with Santa. We had approximately 80 families show up and collected approximately 800 pounds of food. Specialized Needs Recreation will hold its 6<sup>th</sup> Annual Christmas Dinner Party and Fundraiser this Saturday, December 8<sup>th</sup>, from 12:00 noon to 3:00 p.m. at the First Presbyterian Church at 521 Lakeside Avenue. We are currently accepting applications for: GIS Coordinator – initial application deadline is December 14th, open until filled; Police Officer – application deadline is March 7th for an April 7th testing date. The following positions will remain open until filled: Deputy Engineering Services Director, Engineering Services Project Designer.

#### RESOLUTION 07-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING THAT AN EMERGENCY EXISTS AND THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY TO REPLACE THE COVER ON DIGESTER #2 AT THE WASTEWATER TREATMENT PLANT IN ORDER TO SAFEGUARD LIFE, HEALTH AND PROPERTY AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS WITHOUT COMPLIANCE WITH FORMAL BIDDING PROCEDURES.

Motion by Reid, seconded by Goodlander to adopt Resolution 07-072.

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

#### RESOLUTION 07-076

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO AUTHORIZING AN AGREEMENT WITH WESTECH ENGINEERING, INC. FOR THE DIGESTER NO. 2 COVER REPLACEMENT OWNER PREPURCHASE.

Motion by Reid, seconded by Edinger to adopt Resolution 07-076.

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

#### RESOLUTION 07-074

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED AGREEMENTS FOR

PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC.

Motion by Reid, seconded by Hassell to adopt Resolution 07-074.

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

RESOLUTION 07-073

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING A SOLE SOURCE PROCUREMENT OF AN ENTEX INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS) SYSTEM FOR TESTING IN THE WASTEWATER TREATMENT PLANT TO DETERMINE THE SYSTEMS ABILITY TO MEET AMMONIA REMOVAL STANDARDS CONTAINED IN THE CITY'S DISCHARGE PERMIT AND AUTHORIZING THE CITY CLERK TO PUBLISH THE NOTICE OF A SOLE SOURCE PROCUREMENT REQUIRED BY IDAO CODE 67-2808.

Motion by Reid, seconded by McEvers to adopt Resolution 07-073.

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

EVERGREEN DRIVE TRAFFIC CONCERNS: Councilman Reid noted that traffic signs will be placed at the end of each island as well as the Police Department will place the speed monitor in this area.

COUNCIL BILL NO. 07-1045  
ORDINANCE NO. 3324

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF RIGHT-OF-WAY OF SELTICE WAY, GENERALLY DESCRIBED AS A THIRTY FOOT (30') BY FIVE HUNDRED THIRTY FIVE FOOT (535') PORTION OF THE SOUTHWEST QUARTER OF SECTION 3 ADJOINING THE SOUTHERLY BOUNDARY OF THE COEUR D'ALENE HONDA AUTO DEALERSHIP IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Goodlander to pass the first reading of Council Bill No. 07-1045.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1045 by its having had one reading by Council only.

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

#### RESOLUTION 07-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR HUD FUNDS, WITH PANHANDLE AREA COUNCIL.

STAFF REPORT: Finance Director Troy Tymesen reported that over the past two weeks a legal review has been undertaken regarding the process to date in contracting the administration services of the HUD funds. He noted that the City has been in contact with the Director of HUD Services in Portland, Oregon, who reported that a contract under \$100,000 exempts them from the formal bid process. Mr. Tymesen then reviewed the process undertaken by the City in receiving proposals for the administration contract. In conclusion, staff recommends that the City move forward with awarding this contract to Panhandle Area Council so staff and the consultant can attend HUD training on December 10<sup>th</sup>.

Councilman Kennedy noted that the City also communicated with Community Frameworks and wanted to know why they did not submit a proposal. Troy Tymesen responded that he did not know why.

Meredith Bryant stated that she feels it was unfair in that the Panhandle Area Council had called Renata with questions although she did not. She feels it was unfair in that the City did not provide her with the same information that the City provided Panhandle Area Council (PAC) in response to PACs questions. She believes that her \$48,000 amount was a fair amount for what she offered compared to the \$30,000 amount offer by Panhandle Area Council. Councilman Kennedy noted that she had stated that the Panhandle Area Council contract would not be a good value for the public. Meredith Bryant responded that it is a good value for the dollars, but she wants to make sure the City "does it right" the first time. She believes that she has a great rapport with HUD and when she left San Diego, California she had two letters from HUD. In conclusion she believes that as a former city employee in San Diego that she is more qualified to administer the HUD funds than Panhandle Area Council.

Councilman Kennedy asked how well does the City do in the procurement process. Troy Tymesen noted that for professional services there is no procurement requirement; however, with such purchases as vehicles the City does follow the Idaho Code requirements. He did note that with Panhandle Area Council we will also have the support of BBC in preparing the required documents in order for the City to obtain the HUD funds.

Councilman Kennedy asked, what are the implications of tabling this matter again for



HUD dollars? Mr. Tymesen responded that the City would not have time to sign up another individual for the HUD training beginning December 10<sup>th</sup>.

MOTION: Motion by McEvers, seconded by Hassell to adopt Resolution 07-069.

COUNCIL DISCUSSION: Councilman Kennedy commented that he has been deeply involved in the affordable housing issues this past year. He believes that the City got a considerable amount of criticism just before last month's election for not doing enough for affordable housing and now we have people criticizing us for not waiting.

Councilman Hassell commented that the City has dealt with Panhandle Area Council on numerous block grants and although this is new funding, he believes that PAC can get up to speed quickly in this training and has no concerns about going with PAC.

Councilman Edinger agrees with Councilman Hassell in that over the years the City has worked with PAC on many projects and he has great faith in staff and commented that Heidi Aggeler from BBC has done a great job to date on obtaining HUD funding.

Councilman Kennedy asked Troy Tymesen regarding the terms of this contract, in two years can we go out to bid on this contract to give other people an opportunity to be involved. Mr. Tymesen responded that the City could do that. Councilman Kennedy added that he has great faith in PAC but wanted to know if we are getting too insular in repeatedly going with PAC who we are familiar with. Councilman Reid commented that that is a possibility, but as a public official they are part time and rely heavily on staff and Council's direction to staff is that we want to do the very best for our citizens. So, if staff has done the best they can do, then Council will have to go on faith in their decision making.

Councilman McEvers commented that if we are struggling with this initial contract in order to get the HUD funding, what is it going to be like when we receive HUD funding.

Mayor Bloem noted that we have awarded a lot of major contracts over the past year to a variety of contractors, several of which the City has not contracted with before, and she doesn't see it as an issue in awarding the contract to PAC vs. Meredith Bryant.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Edinger, Aye; Reid, Aye; Goodlander, Abstained; Hassell, Aye. Motion carried.

RECESS: Mayor Bloem called for a recess at 7:50 p.m. The meeting returned to order at 7:55 p.m.

**PUBLIC HEARING - NUISANCE ABATEMENT AT 2719 N. 15TH STREET:**

Mayor Bloem read the rules of order for this quasi-judicial public hearing. Councilman Kennedy announced because the owner of the subject property is also the owner of a company which is in direct competition with the company he works for, and while there

is no financial issue in the matter at hand, he recused himself from this public hearing to avoid the potential appearance of unfairness. Having been previously sworn in, Deputy City Attorney Wes Somerton gave the staff report.

Mr. Somerton reported that the Code Enforcement officers have received numerous complaints regarding the condition of the property at 2719 N. 15th Street owned by Michael J. Barnes. Count II refers to noxious weeds and tall grasses; however due to the season this issue has been taken care of. Count IV, the parking of a vehicle and debris on public right of way has been removed and so Mr. Somerton requested that Counts II and IV be removed from this hearing.

Mr. Somerton reported that the Code Enforcement Officer has conducted site visits, made telephone calls and sent letters addressing the concerns about the existing conditions of the property and how to cure the alleged nuisances. Mr. Barnes was given until October 10, 2007 to rectify these code violations; however, to date Mr. Barnes has failed to cure the nuisances that have been identified to him. The alleged nuisances consist of the unreasonable accumulation of refuse, garbage, trash.

Councilman Reid noted that generally the City does not get involved in these types of situations unless the City has received complaints. Mr. Somerton added that the City has received several complaints on this property. Councilman McEvers noted that most of this "stuff" is on private property. Mr. Somerton noted that, as provided in the Constitution of the State of Idaho, the City has the authority to abate nuisances.

Councilman McEvers noted that the property owner had put up a sight-obscuring fence so does that not take care of the problem. Mr. Somerton responded that it depends on how much of the nuisance has been obscured. Councilman Reid asked about the potential of rodent problems on this property. Mr. Somerton responded that a rodent problem has not been reported at this site. Councilman Reid asked with the number of abandoned vehicles if there was an oil spillage problem or other hazardous waste issue. Mr. Somerton responded that oils or hazardous waste has not been identified as an issue.

PUBLIC COMMENTS: Michael Barnes, 2719 N. 15<sup>th</sup> Street, questioned the need for him to be sworn in prior to giving testimony. He commented that Idaho State law Section 1-104 states that matters (such as tonight's issue) shall be filed in the District Court and any provisions to the contract shall be null and void and to no effect and wanted to know how that works. Mr. Somerton responded that the State code referred to by Mr. Barnes did away with certain court systems, but since the City has a constitutional authority to abate nuisances and as a result shall process this as a legal action. Mr. Barnes responded that he also believes that the City does not have the right to adjudicate as they are a legislative body. Because of the separation of powers a legislative body cannot adjudicate or take on such powers and does not see how the City Council can sit in judgment of his issue. Mr. Somerton responded that the relevancy is the fact that the State Constitution and State statutes give the Council the authority to abate nuisances.

Mr. Barnes continued in reference to the photos shown and the complaint that these were

to indicate that the violations are clearly viewed from a public right-of-way and since his fence is 6-feet tall he cannot believe that these photos could be viewed by the average height person. Therefore, he believes that the charges do not exist. He also noted that the fence that had previously been seen laying on the truck and trailer located in the street are actually gates that can be moved on wheels. The other issue is the accumulation of trash, and in particular winter tires. He could not find a definition of trash that included tires. As for the plywood, there is no definition that included building materials except for materials from construction. As for the reference to sheet metal, he stated that he does not have any. Plastic tubing - he stated that there is no definition that includes plastic tubing. Chip board – he noted that he had a piece of board down to keep the dog from getting out. As for the vehicles, they are his hobby and he will get back to working on them when his children are older. He stated that concrete blocks are not a waste product and are not visible from the street. He does not believe that metal pipes are a waste product. The miscellaneous metal, wood or plastic items in the yard – he believes that everyone has those. In regard to vehicles and the storage of five abandoned vehicles, he noted that they have all been drained of their fuel and other fluids. He stated that in regard to his vehicles City Code 8.28.030 provides for an exception for a vehicle that is housed within a building or not visible from public roadway or neighboring property. In regard to his boat he feels he is being singled out in that his neighbors have boats stored on their property. He presented photos of other neighbors that have boats, vehicles and motor homes on their property. He believes that he is being singled out and although he has asked repeatedly to know who filed the complaints all he was told was it was his neighbors. He believes that his neighbors' properties are in worse condition than his. His hobbies include building antennas and he has several pieces of used equipment in his front yard that he will use in the future. In conclusion he believes that the code states that it must be clearly viewed from the roadway.

Councilman Edinger noted that he can see through his fence and he believes that with all this debris in the yard and that it could be a danger to his children. He also noted that there is debris from his property that has blown into the roadway. Additionally, he believes the junk and debris that he has accumulated in his yard is a nuisance to his neighbors and to his children.

Councilman McEvers believes that Mr. Barnes perception' is that his “stuff” does not fit into the words of the code. However, he believes that his place is a mess. The last thing he doesn't want to do is have someone come in and take away his “stuff”. He urged Mr. Barnes to put up a truly sight-obscuring fence so the neighbors don't have to see his “stuff”.

Councilman Edinger commented that he has been by his property several times and although he may have tried to put up a fence you can see through the fence. He said that he reported the complaints he received from the neighbors to the Code Enforcement Officer. He believes that he needs to clean up the yard.

Councilman Hassell noted that he too has driven by his house, and he can see through the fence and that almost all of the open space is covered with an accumulation of items and

vehicles which he believes is devaluing the neighborhood. Additionally, when the fencing is left open, it is an attractive nuisance for children.

Mr. Barnes noted that the truck that had leaked oil was a result of an engine fire before he had towed it to his property.

Mayor Bloem noted that she, too, has been by this property numerous times and the gate is almost always open, she can see through the fence as you drive down 15<sup>th</sup>. She noted that although his neighbor has a dryer in their yard, they do not have the accumulation of debris and that he has accumulated so much debris that it is a nuisance. In conclusion she believes that what he is calling a fence it is not a fence because it can fall over any time and her belief is that he needs to clean up his yard.

Councilman Hassell believes that he needs to clean it up. He believes that if Mr. Barnes has anything he wants to maintain on his property he needs to place it in his garage or move it to another location. In its current site he believes that this is a junk yard.

#### COUNCIL FINDINGS:

**PROPOSED FINDINGS OF FACT:** Councilman Reid presented the following Findings:

##### General Findings:

The Administrative Complaint 2007-10-001 was filed on November 7, 2007;

The Administrative Complaint and Summons were mailed to Michael Barnes on November 7, 2007;

The Administrative Complaint and Summons was personally served on Michael Barnes on November 14, 2007;

The location of the alleged violations is 2719 N. 15<sup>th</sup> Street, Coeur d'Alene, Kootenai County, Idaho;

The property consists of a residential dwelling and yard;

The property is zoned R-12;

According to the records of the Kootenai County Assessor the property at 2719 N. 15<sup>th</sup> Street, Coeur d'Alene, Kootenai County, Idaho is owned by Michael Barnes;

The public hearing on the Administrative Complaint was held on December 4, 2007;

Michael Barnes was present, and he did present evidence to the City Council. No other persons presented public testimony.

There were no other persons presenting testimony on December 4, 2007:

We make the following specific findings of facts for each count of the Administrative Complaint as follows:

## **COUNT I**

We find the following facts:

There was an unreasonable accumulation and/or storage of bulky waste, trash, garbage, rubbish, waste matter, solid waste, refuse at 2719 N. 15<sup>th</sup> Street;

The accumulation and/or storage of materials listed above consisted of:  
5 old cars and debris including shredded tarps, plants growing out of the cars, and other debris that covers the entire open space of the property including testimony from Mr. Barnes that one vehicle did not have a transmission in it.

The accumulation and/or storage occurred on private property to-wit: 2719 N. 15<sup>th</sup> Street

The accumulation was clearly visible from the public right-of-way  
Gilbert Avenue and/or 15<sup>th</sup> Street although an attempt was made to put up a slatted fence.

The accumulation was clearly viewed from neighboring properties;

The owner of 2719 N. 15<sup>th</sup> Street was notified of the alleged violation;

The owner of 2719 N. 15<sup>th</sup> Street, Michael Barnes was advised how to cure the violation in that several Councilman noted that his yard needed to be cleaned up;

## **PROPOSED CONCLUSION OF LAW**

We conclude that the foregoing findings of fact do constitute a nuisance and a violation of Coeur d'Alene Municipal Code 8.04.010 -.100.

## **COUNT II (Removed from Hearing)**

### **COUNT III**

We find the following facts:

There are dismantled, or inoperable vehicles on private property at 2719 N. 15<sup>th</sup> Street;  
The inoperable vehicles are visible from the street or private property;

The 1983 GMC truck has not been licensed since March 2007;  
The 1993 Ford Escort has not been licensed since June 2006;  
The 1988 Isuzu Trooper has not been licensed since July 2006;

Two other vehicles have unknown ownership and Vehicle Identification Numbers

The vehicles are not stored on private property in connection with the business of a licensed vehicle dealer;

The vehicles are not stored as necessary to the operation of a lawfully conducted business or commercial enterprise;

The vehicles have been in this condition for an unreasonable length of time, in that one has no transmission, another has plants growing from the hood and one has a shredded tarp on it;

The property owner has been notified of the nuisance;

The property owner has been instructed as to the manner to remedy the nuisance;

### **PROPOSED CONCLUSION**

Based on the above findings of fact we conclude the storage of the inoperable vehicles on the subject property create a condition tending to reduce the value of surrounding private property in the vicinity, and/or promotes blight and/or deterioration and/or constitutes an attractive nuisance creating a hazard to the health and/or safety of minors, because of the condition of the fence and the property as a whole; or is likely a harborage for rodents and/or insects injurious to the health safety and/or general welfare of the public, and constitutes a nuisance and violation of Coeur d'Alene Municipal Code 8.28.010 - .130

In addition, it is noted that this community takes pride in ownership and it is the homeowner's responsibility to take due care of their property so as to not devalue neighboring properties and it is socially unacceptable to keep this yard in the condition it is currently in.

### **COUNT IV (Removed from this Hearing)**

### **PROPOSED ORDER**

The owner, Michael Barnes, is hereby ordered to abate the nuisances as listed in the conclusions of law not later than December 31, 2007 by removing all inoperable, wrecked, dismantled vehicles (which includes trailers) from 2719 N.15<sup>th</sup> Street.

The owner, Michael Barnes shall abate the nuisance inoperable vehicles located adjacent to 2719 N. 15<sup>th</sup> Street not later than December 31, 2007 by removing them from public property.

It is hereby ordered that after December 31, 2007 the City of Coeur d'Alene staff or their designee shall cause the abatement of the nuisances by the removal of all inoperable, wrecked, dismantled or junk vehicles from and adjacent to the property of 2719 N. 15<sup>th</sup> Street.

It is further ordered that the cost of removal plus administrative costs of \$25.00 shall be paid by the Michael Barnes within 30 days of December 4, 2007.

If the costs associated with the abatement of the nuisance and administrative fees are not paid within 30 days, the cost shall be levied as a special assessment against the subject

property and certified to the tax collector of the county by the clerk as provided by Idaho Code.

Whether or not the costs are levied as a special assessment, the council in its discretion may order such costs to be collected by civil action.

**MOTION:** Motion by Reid, seconded by Hassell to approve the Order of Abatement on Counts 1 and 3 and to adopt the Findings of Fact and Conclusions as presented.

**DISCUSSION:** Councilman McEvers suggested that the Council give Mr. Barnes more time because it is winter and the holiday season. He would like to extend the time until the end of February to see if he is going to do it or if he is going to fight us.

Councilman Edinger commented that if this was Mr. Barnes' first notification he would agree with Councilman McEvers; however, he has been notified since last summer and he has not done anything to rectify this situation. He believes that if the Council extended the time then the Council is doing a disservice to the neighbors.

Councilman McEvers believes that Mr. Barnes didn't understand the legality of the order to clean that he received this past summer.

**ROLL CALL:** Edinger, Aye; Goodlander, Aye; Hassell, Aye; McEvers, No; Reid, Aye. Motion carried.

#### **PUBLIC HEARING - ICDB GRANT FOR IMPROVEMENTS TO RAMSEY**

**ROAD AND GOLF COURSE ROAD:** Mayor Bloem read the rules of order for this legislative public hearing. Jon Ingalls and Nancy Mabile gave the staff report.

Mr. Ingalls reported that the Salvation Army has agreed to collaborate with the City in regard to this proposed grant. The Salvation Army estimates that they will hire 67 FTEs of which they have agreed to hire 51% low to moderate income persons (34 FTEs). He reported that the project is estimated to be \$350,890 with the grant request for \$247,000 which includes \$24,500 for grant administration services through Panhandle Area Council. The Salvation Army has agreed to pay for the installation of the signal, estimated to be at \$100,000 which will be used as the matching funds for this grant. The City will pay \$2,590 for engineering and site plan services as well as complete the street striping in house at an estimated in-kind value at \$1,300.

Nancy Mabile, Panhandle Area Council, reviewed the grant application packet. She clarified that the ICDB grant is not the same as the HUD funding previously mentioned. This public hearing is a requirement of the grant process which is to allow for citizen input on this application. She also noted that citizens can provide comments in writing if they do not wish to speak at tonight's public hearing. The deadline for this application is December 17<sup>th</sup>. She reported that a traffic impact study was conducted this last summer which revealed that this intersection is operating at the lowest possible acceptable standard. The average waiting time to turn onto Ramsey Road from Golf Course road is

72 seconds with estimated delays by 2010 of 212 seconds. The proposed scope of work is the installation of camera triggered signalization at the intersection of Ramsey and Golf Course Road. \$350,890 is the estimated total cost for completing this project.

The block grant is to cover the cost of equipment and the Salvation Army is paying the cost of installation of the equipment. She noted that an environmental review must be completed for this project which will be completed by May, 2008.

Councilman Hassell noted that 36 groups have indicated that they will be using the Kroc Center which will create a huge impact at the intersection of Ramsey and Golf Course Road.

**PUBLIC COMMENTS:** Harold Hocker, 1313 E. Spokane Avenue, stated that he does not object to the signalization but he believes that the taxpayers have put a lot of "loot" into the Kroc Center and he objects to pouring more taxpayer money into this project.

Troy Tymesen, Finance Director, commented that the reason the City is applying for a grant for this intersection is that signalization at this intersection was not included in the Impact Fee study as the City did not foresee the Salvation Army constructing a community center in Coeur d'Alene.

Motion by Kennedy, seconded by Hassell to approve the grant application and authorize the ICDBG application as presented, which grant shall be utilized for infrastructure improvements at Ramsey Road and Golf Course Road to support the development of the Kroc Center.

**ROLL CALL:** Goodlander, Aye; Hassell, Aye; Kennedy, Aye, McEvers, Aye; Edinger, Aye; Reid, not present. Motion carried.

**PUBLIC HEARING - AMENDING FEES FOR RECREATION, PARKS AND CEMETERY DEPARTMENTS:** Mayor Bloem reiterated the rules of order for this legislative public hearing. Doug Eastwood, Parks Director, gave the staff report.

Mr. Eastwood reported that the Cemetery fees have not been adjusted since 2003. He noted that with the proposed fee increases the City is still slightly below other comparable municipal cemeteries in the region; however, we are comparable to the immediate surrounding communities.

**RECESS:** The Mayor called for a brief recess at 9:55 p.m. The meeting reconvened at 10:00 p.m.

In regard to the Park use fees, they were last amended in 1998. He noted that the fees collected go into the Parks Capital Improvement Fund to pay for the coverage of an event and to help offset capital improvements due to long term wear and tear on the facilities.

He reported that the Recreation Department is proposing increasing the Jewett House



Wedding Fees which have not been increased in ten years. The proposed fees include the addition of a cleaning fee and adjustments to the deposit and use fees.

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

RESOLUTION 07-075

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDHO AMENDING PARKS & CEMETERY AND RECREATION DEPARMTENT FEES.

Motion by Kennedy, seconded by Hassell to adopt Resolution 07-075.

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

**EXECUTIVE SESSION:** Motion by Reid, seconded by Edinger to enter into Executive Session as provided by I.C. 67-2345 SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and 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: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

The Executive Session began at 10:30 p.m. Members present were the Mayor, City Council, City Administrator and City Attorney.

Matters discussed were those of litigation.

No action was taken and the Council returned to regular session at 10:50 p.m.

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

The meeting adjourned at 10:51 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 07-077

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 ADDENDUM NO. 1 TO THE AGREEMENT WITH ROY ARMSTRONG REGARDING THE INDUSTRIAL WELL STANDPIPE AND APPROVAL OF A MEMORANDUM OF AGREEMENT DESIGNATING THE LIBRARY AS AN EVACUATION FACILITY FOR THE CD'A SCHOOL DISTRICT ADMINISTRATION BUILDING STAFF

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 Addendum No. 1 to the Agreement with Roy Armstrong regarding the Industrial Well Standpipe;
- 2) Approval of a Memorandum of Agreement designating the Library as an evacuation facility for the Cd'A School District Administration Building staff;

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 18<sup>th</sup> day of December, 2007.

---

Sandi Bloem, Mayor

ATTEST

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

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

ROLL CALL:

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

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

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

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

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

**M E M O R A N D U M**

DATE: December 6, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: ADDENDUM TO AGREEMENT WITH ROY ARMSTRONG

---

**DECISION POINTS:** To approve the Addendum to Agreement with Roy Armstrong.

**HISTORY:** In July of this year the City approved a request from Cricket Communications, Inc. (Cricket) to lease space on top of the Industrial standpipe for a wireless antenna, and ground space for electronic cabinetry. In July 2000, the City purchased a Perpetual Easement from Roy Armstrong for public utilities, including but not limited to a water storage standpipe. The City has a current agreement with Roy Armstrong that states additional negotiations would take place for additional antennas. Mr. Armstrong's attorney allowed the City to move forward with the Cricket request, while negotiation continued with Mr. Armstrong. An agreement has been reached and is attached for Council review. The terms of this agreement mirror the existing agreement with Mr. Armstrong.

**FINANCIAL:** The City agrees pay \$300.00 per month to Mr. Armstrong while the cellular company actively occupies the standpipe location.

**PERFORMANCE ANALYSIS:** Entering into this agreement allows the City to lease space on top of the Industrial Standpipe.

**DECISION POINT/RECOMMENDATION:** To approve the Addendum to Agreement with Roy Armstrong.

ADDENDUM No. 1 TO THE AGREEMENT  
WITH  
ROY ARMSTRONG

THIS ADDENDUM entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, and Roy Armstrong, a single man who resides at N. 4820 Huetter Road, Coeur d'Alene, Idaho 83814-3958.

WITNESSETH:

WHEREAS, pursuant to Resolution No.04-021 adopted the 16th day of December, 2003, the City of Coeur d'Alene entered into an Agreement with Roy Armstrong, to clarify the terms of the original perpetual easement granted by Roy Armstrong for the Industrial Well standpipe, which clarified the allowable land use of wireless communication appurtenances; and

WHEREAS, the agreement with Roy Armstrong stated that additional wireless land leases shall be negotiated with Roy Armstrong in good faith.

WHEREAS, The City has a second wireless communication company interested in placement of an antenna and appurtenances at the Industrial Standpipe site,


NOW THEREFORE, the City of Coeur d'Alene and Roy Armstrong hereby agree to the acceptance of one more wireless communication appurtenances, including but not limited to electronic cabinetry upon the ground, and that the City shall pay the sum of Three Hundred and No/100 Dollars monthly to Roy Armstrong, contingent upon the City having an active lease with a wireless company.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Addendum on behalf of said City, the day and year first above written.

CITY OF COEUR D'ALENE

ROY ARMSTRONG

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

By:   
Roy Armstrong

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2007 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 that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

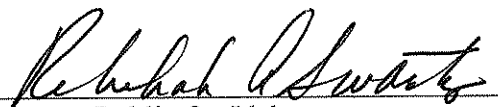
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

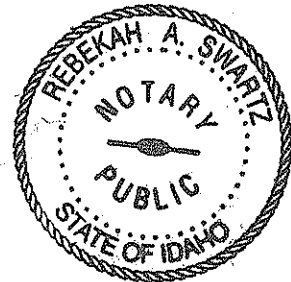
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 13<sup>th</sup> day of November, 2007, before me, a Notary Public, personally appeared Roy Armstrong, known to me to be the person whose name is subscribed to the within instrument and acknowledge that he voluntarily 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 Coeur d'Alene  
My Commission Expires: 12/5/2013



**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** December 10, 2007  
**FROM:** Bette Ammon  
**SUBJECT:** Memorandum of Agreement - Evacuation Facility Survey from School Dist. 271

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**DECISION POINT:**

The Council is requested to approve the Memorandum of Agreement and Evacuation Facility Survey designating the Library as an evacuation and shelter facility for the Coeur d'Alene School District 271 Administration building staff.

**HISTORY:**

Requested by the School District Evacuation Committee - if they had an emergency that required evacuation of their building at 10th and Indiana, the Library would be one (the southern evacuation point) of four possible evacuation sites within walking distance. Up to 40 school district employees could be evacuated.

**FINANCIAL ANALYSIS:**

NA

**PERFORMANCE ANALYSIS:**

Coeur d'Alene School District 271 asked the Library to act as an evacuation facility for school district staff at the Administration Building. They've asked us to fill out the attached Memorandum of Agreement and Evacuation Facility Survey.

**DECISION POINT/RECOMMENDATION:**

This is an opportunity to continue to partner with the School District – providing evacuation space if necessary.

# MEMORANDUM OF AGREEMENT AND EVACUATION FACILITY SURVEY

Coeur d'Alene School District 271  
311 N. 10<sup>th</sup> Street  
Coeur d'Alene, ID 83814 (208) 664-8241

CDA Public Library in the event of an emergency agrees to be a designated evacuation  
(Facility)  
and shelter facility for CDA School District Administration Building.  
(School District Building)

It is agreed that District personnel will remain in charge of students and staff from the District during the evacuation and shelter.

Evacuation Site's Designee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Facility: Please complete the following information:

**Directions: Print Legibly.** This form is used to record information needed to make effective decision whenever it becomes necessary to evacuate students/staff from a school district building. Complete all sections as thoroughly as possible. Record only space/information that will be useable to the evacuated group of students/staff.

Facility Name: Coeur d'Alene Public Library  
Street Address: 702 East Front Avenue  
City/State/Zip Code Coeur d'Alene ID 83814 County: Kootenai  
Mailing Address (If different) \_\_\_\_\_

To authorize Facility use, call: Name: <u>Bette Amman</u> Title: <u>director</u> Daytime Phone # <u>208-769-2315</u> After Hrs Phone # <u>208-772-8429</u>	To open Facility, call: Name: <u>Sandy Pratt</u> Title: <u>Deputy Director</u> Daytime Phone # <u>769-2315</u> After Hrs Phone # <u>777-8854</u>	Alternate contact to open Facility call: Name: <u>Howard Gould</u> Title: <u>Building Superintendent</u> Daytime Phone # <u>769-2300</u> After Hrs Phone # <u>755-9734</u>
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Limitations on Facility Use: (please check one)

- This Facility will be available for use any time during the year.
- This Facility is only available for use during the following time periods.  
 From \_\_\_\_\_ To \_\_\_\_\_  
 From \_\_\_\_\_ To \_\_\_\_\_
- This Facility is not available for use during the following time periods.  
 From \_\_\_\_\_ To \_\_\_\_\_  
 From \_\_\_\_\_ To \_\_\_\_\_



Facility Information:

- 1. Number of parking spaces: 99
- 2. Number of building floors (stories): 2
- 3. Is the main Facility secured (fenced)? NO
- 4. Facility construction: (please check one)  
 Wood  Masonry (Brick)  Prefabricated  Metal   
 Concrete  Other
- 5. Does the facility have fire extinguishers? yes
- 6. Does the facility have fire sprinklers? yes
- 7. Does the facility have a fire alarm? yes
- 8. Does the facility have an emergency generator on site? no
- 9. What type of heat does the Facility have?  
 (circle one) Electric Natural gas Propane Fuel oil
- 10. What type of cooling does the Facility have?  
 (circle one) Electric Natural gas Propane
- 11. What type of cooking does the Facility have?  
 (circle one) Electric Natural gas Propane
- 12. Will a kitchen be available at the Facility? yes  
 If yes, (circle all available) Refrigerators Ice Machines Freezers  
Ovens Sinks Microwave ovens Stove
- 13. How many telephones would be available at the Facility? 25
- 14. What type of water does the Facility have?  
 (circle one) Municipal Well(s) Trapped water
- 15. How many restrooms would be available at the Facility? 8
- 16. How many sinks would be available at the Facility? 13
- 17. How many showers would be available at the Facility? 0
- 18. How many rooms would be available at the Facility?  
3 meeting rooms  
+ public spaces

Recommendations/Other information relevant to an evacuation to this facility: \_\_\_\_\_

Open to public seven days/week.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** December 5, 2007

**FROM:** Mike Gridley – City Attorney

**SUBJECT:** Quit Claim Deed to NW Properties, LLC of surplus Centennial Trail easement

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**DECISION POINT:**

Should the city grant a quit claim deed to NW Properties, LLC for an easement that is no longer needed for the location of the Centennial Trail?

**HISTORY:**

The original and amended annexation agreements reserved an easement for the West Centennial Trail extension. This extension was intended to go west from Beebe Boulevard. In 2006 the Centennial Trail Foundation acquired the Union Pacific right of way where the West Extension will now be built. This means that the original easement is surplus and is no longer necessary. Pursuant to the annexation agreements the easement should revert to the property owner if it will not be used for the Centennial Trail. The Centennial Trail Foundation agrees that the easement is no longer needed for a trail extension.

**FINANCIAL ANALYSIS:**

There is no financial impact on the city.

**PERFORMANCE ANALYSIS:**

The easement is no longer needed for the West Eextension of the Centennial Trail. Pursuant to the annexation agreements the land should revert to the current owner.

**DECISION POINT/RECOMMENDATION:**

Council should approve the reversion of the easement by granting a quit claim deed to NW Properties, LLC.



## STAFF REPORT

DATE: December 18, 2007  
FROM: Susan Weathers, Municipal Services Director/City Clerk  
SUBJECT: Approval of Legal Description of City Boundaries

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### 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 no. 3312 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;

55  
56 **Thence** south, 330.0 feet along the east line of the northwest quarter of said section 7, to the southeast corner  
57 of Fullwiler II Addition;

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** west along the south line of said Addition, 2000.0 feet;
- 2
- 3 **Thence** north 195.00 feet to a point;
- 4
- 5 **Thence** west 332.97 feet to the southwest corner of said addition;
- 6
- 7 **Thence** north 110.00 feet to the northwest corner of the Fullwiler II Addition, said corner being on the southerly
- 8 right-of-way line of Best Avenue;
- 9
- 10 **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
- 11 west line of said section 7;
- 12
- 13 **Thence** southerly along a line that is parallel with and 25.00 feet east of the west line of said section 7, 443.00
- 14 feet;
- 15
- 16 **Thence** south 89°43'02" east, 236.00 feet;
- 17
- 18 **Thence** parallel with the west line of said section 7, south 00°21'43" west, 830.00 feet to a point on the easterly
- 19 prolongation of the north line of Homestead Avenue;
- 20
- 21 **Thence** along said easterly prolongation, north 89°43'02" west, and 261.00 feet to the west line of said section
- 22 7;
- 23
- 24 **Thence** along said west line, south 00°21'43" west to a point that lies 2,980.00 feet north of the southwest
- 25 corner of said section 7;
- 26
- 27 **Thence** east, 25.00 feet to the east right-of-way line of 15th street;
- 28
- 29 **Thence** southerly along said right-of-way line 326.00 feet to the north line of the southwest quarter of said
- 30 section 7;
- 31
- 32 **Thence** along said north line south 89°36'35" east, 194.87 feet to an iron rod, 30 inches long, 5/8ths inch
- 33 diameter, with a plastic cap marked PE/PLS 3451;
- 34
- 35 **Thence** south 14°59'17" east, 411.56 feet to an iron rod, 30 inches long, 5/8ths inch diameter, with a plastic cap
- 36 marked PE/PLS 3451 at the northeast corner of tax number 1078 as described in book 152 of deeds at page
- 37 109, instrument number 258120;
- 38
- 39 **Thence** north 89°28'00" west, along the north line of said tax number 1078, 50.00 feet to an iron rod, 30 inches
- 40 long, 5/8ths inch diameter, with a plastic cap marked PE/PLS 3451;
- 41
- 42 **Thence** departing said north line, north 77°41'54" west, 245.15 feet to an iron rod, 30 inches long, 5/8ths inch
- 43 diameter, with a plastic cap marked PE/PLS 3451;
- 44
- 45 **Thence** continuing north 77°41'54" west, 15.32 feet to the easterly right-of-way line of Fifteenth Street;
- 46
- 47 **Thence** southerly along said right-of-way line 208.00 feet;
- 48
- 49 **Thence** leaving said right-of-way line east, 635.00 feet along the north line of tax no. 17381 to an iron rod the
- 50 northeast corner thereof as shown on a record of survey in book 20 of surveys at page 89, records of Kootenai
- 51 County;
- 52
- 53 **Thence** along the east line of said tax no. South 00°33'50" west (grid), 109.41 feet to the southwest corner of
- 54 tax number 708;
- 55

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** along the south line of said tax no. 708, south 89°36'47" east, 329.98 feet to the southeast corner  
2 thereof;  
3  
4 **Thence** along the east line of said tax no. 708, north 00°33'37" east, 127.66 feet;  
5  
6 **Thence** south 89°37'33" east, 717.06 feet;  
7  
8 **Thence** south 00°41'46" west, 776.02 feet;  
9  
10 **Thence** north 89°23'16" west, 123.78 feet;  
11  
12 **Thence** south 00°36'44" west, 50.00 feet to the southerly right-of-way line of Hazel Avenue;  
13  
14 **Thence** along said right-of-way line south 61°24'53" west, 332.12 feet;  
15  
16 **Thence** continuing along said right-of-way line south 54°03'40" west, 166.09 feet to the easterly extension of  
17 the north right-of-way line of Hazel Avenue;  
18  
19 **Thence** easterly along said right-of-way line extension to the east line of the southwest quarter of the southwest  
20 quarter of said section 7;  
21  
22 **Thence** East to a point, that is on the extended westerly line of Lot 9, Block 2, Cherry Heights 5th Addition;  
23  
24 **Thence** along said westerly line south 14°08' east 60.00 feet, more or less, to the northwest corner of said Lot  
25 9;  
26  
27 **Thence** along the north line south 87°18' east, 164.78 feet to the northeast corner of said Lot 9;  
28  
29 **Thence** south 87°18' east, 137.50 feet, more or less, to the west line of tax no. 5570 extended south;  
30  
31 **Thence** north 78°11' east, 70.31 feet to the southeast corner of tax no. 5570;  
32  
33 **Thence** north 44°02' east, 100.65 feet along the southeast line of tax nos. 5570 and 5569 to a point on the west  
34 right-of-way line of Hazel Avenue;  
35  
36 **Thence** north 50°12'28" east, 65.34 feet to the southwest corner of tax no. 8611;  
37  
38 **Thence** north 00°04'00" west along the westerly boundary of said tax number, 254.97 feet to the northwest  
39 corner of said tax number;  
40  
41 **Thence** south 89°57'32" east along the northerly boundary of said tax number, 599.56 feet to the northeast  
42 corner of said tax number;  
43  
44 **Thence** south 00°39'21" west along the easterly boundary line of said tax number, 186.51 feet to a point;  
45  
46 **Thence** leaving said easterly boundary line, south 88°51'52" west, 64.00 feet to a point, said point being the  
47 northwest corner of tax no. 8613;  
48  
49 **Thence** south 00°38'15" west along the boundary line common to tax nos. 8611, 8613 and 1256, 371.20 feet to  
50 the southeast corner of tax no. 8611;  
51  
52 **Thence** continuing south 00°38'15" west, 66.43 feet to a point;  
53  
54 **Thence** south 50°43'07" west, 108.4 feet, more or less, to an intersection with the easterly line of tax no. 8608;  
55  
56 **Thence** along the southeasterly boundaries of tax nos. 8608 and 8607 south 50° 26-3/4' west, 100.24 feet;

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** south 46°39'-1/2' west, 73.30 feet;
- 2
- 3 **Thence** south 71°11'-3/4' west 44.45 feet;
- 4
- 5 **Thence** north 57°30' west, 17.00 feet to a point on the extended east line of said Lot 1;
- 6
- 7 **Thence** along the said east line south 00°26' west, 59.00 feet to the northeast corner of said Lot 1;
- 8
- 9 **Thence** along the east line of said lot, south 00°26' west, 75.00 feet to the southeast corner thereof;
- 10
- 11 **Thence** along the extended east line of said Lot 1, south 00°26' west, 170.00 feet, more or less, to a point on
- 12 the north line of Morse's Subdivision;
- 13
- 14 **Thence** south 89°19' west along the said north line of Morse's Subdivision, 435.00 feet, more or less, to the
- 15 northwest corner of Lot 10, Morse's Subdivision;
- 16
- 17 **Thence** south 23°43' east, 215.74 feet, along the west line of said Lot 10 to the southwest corner thereof;
- 18
- 19 **Thence** west along the north line of Lot 9, Morse's Subdivision, 10.0 feet, to the northwest corner of said Lot 9;
- 20
- 21 **Thence** south 41°28' east along the southwesterly line of said Lot 9, 265.91 feet to a point;
- 22
- 23 **Thence** east along the north line of Block 1 of Stanley Hill Terrace 318.70 feet to the northeast corner of Lot 4;
- 24
- 25 **Thence** south 150.00 feet to the southeast corner of Lot 4;
- 26
- 27 **Thence** southerly and easterly to the northeast corner of Lot 5, Block 3, of Stanley Hill Terrace;
- 28
- 29 **Thence** westerly along the north lines of Lots 5, 4, 3, 2 and 1, all in Block 3, of Stanley Hill Terrace to the
- 30 northwest corner of Lot 1, Block 3, of Stanley Hill Terrace;
- 31
- 32 **Thence** south along the west line of said Lot 1, to the southwest corner of Lot 9, Block 3, of said subdivision;
- 33
- 34 **Thence** southeasterly 58.00 feet along the east line of tax no. 12238 to the northerly right-of-way line of Stanley
- 35 Hill Road;
- 36
- 37 **Thence** northeasterly along said right-of-way line to the south right-of-way line of Crestline Drive;
- 38
- 39 **Thence** easterly to the point on the centerline of section 18, Township 50 North, Range 3 West, Boise Meridian,
- 40 398.00 feet south of the north quarter corner of said section 18;
- 41
- 42 **Thence** south along said centerline, the same being the west line of tax no. 916 to the southwest corner of tax
- 43 no. 916;
- 44
- 45 **Thence** east along said south line;
- 46
- 47 **Thence** continuing east along the north line of tax no. 5764, to the west line of Galena Drive;
- 48
- 49 **Thence** north 10.00 feet; thence, east 150.00 feet to the west line of the Ponderosa Golf Course;
- 50
- 51 **Thence** southerly along the said west line to its intersection with the north boundary line of tax no. 917, said
- 52 point being approximately 516.00 feet east and 1225.00 feet north of the center of said section 18;
- 53
- 54 **Thence** east 309.00 feet along said north boundary line to the northerly right-of-way line of French Gulch Road;
- 55



## COEUR D'ALENE CITY LIMITS

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

3  
4 **Thence** continuing southwesterly 371.00 feet along said right-of-way to its intersection with the west bank of  
5 French Gulch Creek;

6  
7 **Thence** southerly along the west bank of French Gulch Creek to a point on the north line of tax no. 3047, said  
8 point being 767.46 feet north and 450.00 feet east, more or less, from the center of said section 18;

9  
10 **Thence** continuing east 121.00 feet to the northeast corner of tax no. 7537 said point being on the west line of  
11 Fernan Hill Road;

12  
13 **Thence** south along the west line of Fernan Hill Road a distance of 246.00 feet to the northwest corner of tax  
14 no. 5353;

15  
16 **Thence** southerly along the north line and the east line of said tax number to its southeast corner;

17  
18 **Thence** west approximately 25.00 feet to the southeast corner of tax no. 3384;

19  
20 **Thence** south a distance of 338.20 feet to the centerline of said section 18;

21  
22 **Thence** south 89°12'13" west, 3 feet, more or less, along said center line to a point of intersection with the west  
23 right-of-way line of Fernan Hill Road as granted by instrument no. 1405064, said point bears north 89°12'13"  
24 east, 561.25 feet from the center of section 18;

25  
26 **Thence** southerly along said west right-of-way line as follows:

27  
28 South 07°50'30" west, 50.19 feet to the beginning of a curve concave to the northeast, having a  
29 radius of 248.81 feet and a chord that bears south 17°57'55" east, 216.63 feet;

30  
31 **Thence** southeasterly 224.14 feet along said curve through a central angle of 51°36'50";

32  
33 **Thence** south 43°46'20" east, 57.10 feet;

34  
35 **Thence** leaving said right-of-way line, south 00°09'12" west, 397.70 feet;

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

39  
40 **Thence** southerly 285.73 feet along said curve through a central angle of 40°05'40";

41  
42 **Thence** south 12°04'35" west, 39.70 feet;

43  
44 **Thence** south 18°06'35" west, 64.40 feet;

45  
46 **Thence** south 27°37'35" west, 20.55 feet to the northeasterly right-of-way line of Interstate 90;

47  
48 **Thence** southeasterly along said Highway to its intersection with the southern boundary of the Foss Addition;

49  
50 **Thence** east along said southern boundary to the southeast corner of said Addition;

51  
52 **Thence** north along the east line of the Foss Addition and continuing along said line extended to the north,  
53 528.00 feet;

54  
55 **Thence** East along the north line of tax no. 7526, 394.70 feet to a point on the south right-of-way line Of Fernan  
56 Hill Road;

## COEUR D'ALENE CITY LIMITS

- 1 **Thence** along said right-of-way line to the northwest corner of Lot 1, Block 4, of Fernan Lake Terrace 1st  
2 Addition;
- 3
- 4 **Thence** leaving said southerly right-of-way line, north 05°10'04" west, 49.00 feet to the northerly right-of-way  
5 line of Fernan Hill Road;
- 6
- 7 **Thence** along said northerly right-of-way line, north 78°23'32" east, 147.93 feet to a point;
- 8
- 9 **Thence** north 69°28'52" east, 182.28 feet to a point;
- 10
- 11 **Thence** north 67°56'51" east, 127.72 feet to a point;
- 12
- 13 **Thence** north 64°51'26" east, 227.81 feet to a point;
- 14
- 15 **Thence** north 58°37'25" east, 98.49 feet to a point;
- 16
- 17 **Thence** north 50°26'04" east, 274.94 feet to a point;
- 18
- 19 **Thence** north 75°05'24" east, 101.71 feet to a point;
- 20
- 21 **Thence** south 77°54'35" east, 271.94 feet to a point that is on the west line of section 17, Township 50 North,  
22 Range 3 West, Boise Meridian;
- 23
- 24 **Thence** continuing along said west section line, north 00°18'08" west, 291.15 feet to the west quarter corner;
- 25
- 26 **Thence** continuing north along said west section line north 00°01'00" east, 1443.83 feet;
- 27
- 28 **Thence** south 28°54'46" east, 144.61 feet;
- 29
- 30 **Thence** south 87°57'30" east, 775.47 feet;
- 31
- 32 **Thence** south 08°47'18" east, 353.03 feet;
- 33
- 34 **Thence** south 45°05'28" east, 153.42 feet;
- 35
- 36 **Thence** south 31°11'00" west, 340.26 feet;
- 37
- 38 **Thence** south 71°24'46" west, 495.20 feet;
- 39
- 40 **Thence** south 32°12'07" east, 1020.95 feet to the north right-of-way line of Fernan Hill Road;
- 41
- 42 **Thence** north 82°42'49" east, 220.06 feet along the northerly right-of-way line of Fernan Hill Road to a point;
- 43
- 44 **Thence** continuing along said right-of-way line north 85°15'48" east, 71.94 feet to a point;
- 45
- 46 **Thence** north 22°19'03" west, 146.73 feet to an iron rod;
- 47
- 48 **Thence** north 24°31'43" west, 188.90 feet to an iron rod;
- 49
- 50 **Thence** north 25°34'23" west, 192.57 feet to an iron rod;
- 51
- 52 **Thence** north 14°52'00" west, 105.36 feet to an iron rod;
- 53
- 54 **Thence** north 21°05'30" east, 145.94 feet to an iron rod;
- 55
- 56 **Thence** north 31°16'33" east, 25.15 feet to an iron rod;

## COEUR D'ALENE CITY LIMITS

- 1 Thence south 83°22'27" east, 201.91 feet to an iron rod;
- 2
- 3 Thence south 03°48'54" east, 69.98 feet to an iron rod;
- 4
- 5 Thence south 33°18'14" east, 93.69 feet to an iron rod;
- 6
- 7 Thence south 60°17'45" east, 97.12 feet to an iron rod;
- 8
- 9 Thence south 74°40'10" east, 80.28 feet to an iron rod;
- 10
- 11 Thence south 88°05'55" east, 99.58 feet to an iron rod;
- 12
- 13 Thence north 88°37'30" east, 102.93 feet to an iron rod;
- 14
- 15 Thence north 77°36'00" east, 177.43 feet to an iron rod;
- 16
- 17 Thence north 74°38'10" east, 211.32 feet to an iron rod;
- 18
- 19 Thence north 85°54'45" east, 168.52 feet to an iron rod;
- 20
- 21 Thence north 86°36'05" east, 145.97 feet to an iron rod;
- 22
- 23 Thence north 75°37'45" east, 84.81 feet to an iron rod;
- 24
- 25 Thence south 01°47'44" west, 300.00 feet to an iron rod;
- 26
- 27 Thence south 44°26'12" west, 132.17 feet to an iron rod;
- 28
- 29 Thence south 06°07'22" west, 10.62 feet to an iron rod;
- 30
- 31 Thence south 89°07'27" west, 27.55 feet to an iron rod;
- 32
- 33 Thence along a curve to the right, said curve having a radius of 365.00 feet, a central angle of 04°59'35", a
- 34 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
- 35 Fernan Hill Road;
- 36
- 37 Thence south 18°19'23" east, 64.29 feet to a point;
- 38
- 39 Thence along a curve to the left, said curve having a radius of 449.59 feet, a central angle of 25°55'46", a
- 40 distance of 203.47 feet to a point of tangency;
- 41
- 42 Thence north 79°30'24" east, 253.44 feet to a point;
- 43
- 44 Thence north 77°00'24" east, 99.88 feet to a point;
- 45
- 46 Thence north 74°25'24" east, 0.83 feet to a point;
- 47
- 48 Thence south 11°08'20" east, 15.07 feet to the northeast corner of Lot 2, Phippens Addition;
- 49
- 50 Thence along the easterly boundary of said Lot 2, south 11°08'20" east, 761.17 feet to the southeast corner of
- 51 said Lot 2;
- 52
- 53 Thence continuing along said line 15.00 feet to a point;
- 54
- 55 Thence south 78°32'41" west, 59.63 feet to a point;
- 56

## COEUR D'ALENE CITY LIMITS

- 1 Thence south 73°12'00" west, 70.79 feet to a point;
- 2
- 3 Thence along a curve to the right, said curve having a radius of 140.00 feet, a central angle of 58°20'42", a
- 4 distance of 142.56 feet to a point;
- 5
- 6 Thence north 48°07'18" west, 55.25 feet to a point;
- 7
- 8 Thence along a curve to the left, said curve having a radius of 230.00 feet, a central angle of 38°42'14", a
- 9 distance of 155.37 feet to a point;
- 10
- 11 Thence along the arc of a curve concave to the south, having a radius of 230.00 feet, a central angle of
- 12 14°45'57", a distance of 59.27 feet to a point of tangency;
- 13
- 14 Thence south 78°06'30" west, 54.33 feet to a point of curvature;
- 15
- 16 Thence along the arc of a curve concave to the north, having a radius of 482.00 feet, a central angle of
- 17 14°53'45", a distance of 125.31 feet to a point of tangency;
- 18
- 19 Thence north 86°59'45" west, 84.48 feet to a point of curvature;
- 20
- 21 Thence along the arc of a curve concave to the south, having a radius of 330.00 feet, a central angle 27°14'20",
- 22 a distance of 156.89 feet to the southeast corner of Lot 24, Block 3, of Fernan Lake Terrace 1st Addition;
- 23
- 24 Thence south 67°12'47" west, 183.34 feet;
- 25
- 26 Thence south 69°25'06" west, 124.03 feet;
- 27
- 28 Thence south 81°12'32" west, 119.41 feet;
- 29
- 30 Thence north 87°42'51" west, 149.62 feet;
- 31
- 32 Thence north 85°36'12" west, 145.44 feet;
- 33
- 34 Thence south 87°22'56" west, 102.75 feet;
- 35
- 36 Thence south 77°27'21" west, 114.25 feet;
- 37
- 38 Thence south 78°53'07" west, 78.05 feet;
- 39
- 40 Thence north 83°10'16" west, 85.90 feet;
- 41
- 42 Thence north 82°46'01" west, 135.24 feet;
- 43
- 44 Thence south 85°06'08" west, 143.36 feet;
- 45
- 46 Thence south 71°08'22" west, 148.46 feet;
- 47
- 48 Thence south 59°40'14" west, 123.81 feet;
- 49
- 50 Thence south 63°00'06" west, 78.28 feet;
- 51
- 52 Thence south 68°09' west, 131.56 feet;
- 53
- 54 Thence south 78°11'19" west, 644.16 feet;
- 55
- 56 Thence south 78° 08' west, 153.03 feet;

## COEUR D'ALENE CITY LIMITS

1      **Thence** south 77°31'47" west, 160.82 feet;  
2  
3      **Thence** south 69°33'21" east, 68.69 feet;  
4  
5      **Thence** along the boundary lines of tax no. 10437, as follows: north 49°38'37" west, 244.55 feet; thence, south  
6      40°37'24" west, 232.59 feet;  
7  
8      **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  
9      Lake Road;  
10  
11     **Thence** along the northerly right-of-way of said road as follows: south 41°54'05" west, 74.26 feet; thence, south  
12     35°16'15" west, 150.30 feet;  
13  
14     **Thence** south 35°35'38" west, 169.48 feet;  
15  
16     **Thence** south 50°39'23" west, 50.0 feet;  
17  
18     **Thence** south 61°56'03" west, 49.97 feet;  
19  
20     **Thence** south 71°13'49" west, 37.95 feet;  
21  
22     **Thence** north 88°58'45" west along the north line of Sherman Avenue, 152.34 feet;  
23  
24     **Thence** north 88°08'20" west, 85.14 feet to a point on the easterly right-of-way line of Lilac Lane;  
25  
26     **Thence** in a northwesterly direction along said easterly right-of-way line to the north line extended east of Block  
27     23, Glenmore Addition;  
28  
29     **Thence** west to the northeast corner of said Block 23;  
30  
31     **Thence** south along the east line of Glenmore Addition to the south line of Sherman Avenue;  
32  
33     **Thence** east 600.00 feet to a point;  
34  
35     **Thence** southerly 547.20 feet to a point;  
36  
37     **Thence** westerly 305.60 feet, more or less, to a point;  
38  
39     **Thence** north 1° 27' east, 150.00 feet, more or less;  
40  
41     **Thence**, north 87° 38' west, 290.40 feet to a point on the east line of the Glenmore Addition;  
42  
43     **Thence** south along the east line of Glenmore Addition to the south line of Mullan Avenue;  
44  
45     **Thence** west along the south line of Mullan Avenue to the west line of U.S. Highway No. 10;  
46  
47     **Thence** south 8° 39' east, 449.30 feet along the west line of said Highway;  
48  
49     **Thence** south 81° 21' west, 20.00 feet;  
50  
51     **Thence** south 8° 39' east, along the west line of said Highway to a point on the southerly shoreline of Fernan  
52     Creek;  
53  
54     **Thence** along the southerly shoreline of Fernan Creek and the southerly shoreline of Fernan Lake to a  
55     meander corner on the north line of section 20, Township 50 North, Range 3 West, Boise Meridian;  
56

## COEUR D'ALENE CITY LIMITS

1 **Thence** easterly along said north line 1021.10 feet to a point that bears south 89°07'13" west, 29.18 feet from  
2 the north quarter corner of said section 20, said point being also the northeast corner of the Armstrong Park  
3 First Addition plat recorded in book "F" at pages 274, 274a, b, c, d & e of plats, in the office of the County  
4 Recorder, Kootenai County, State of Idaho;

5  
6 **Thence** along the east line of said plat south 00°50'07" east, 2744.48 feet to the southeast corner thereof;

7  
8 **Thence** south 88°03'33" east, 14.10 feet along the north line of the southwest 1/4 of said section 20 to the  
9 center quarter corner of said section 20;

10  
11 **Thence** south 00°09'29" west, 915.41 feet along the east line of said southwest 1/4 to the southerly right-of-way  
12 line of I-90;

13  
14 **Thence** north 66°53'00" west, 10.04 feet along said right-of-way;

15  
16 **Thence** continuing along said right-of-way north 60°51'53" west, 387.42 feet;

17  
18 **Thence** north 60°52'54" west, 166.83 feet;

19  
20 **Thence** south 83°34'58" west, 253.28 feet;

21  
22 **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  
23 section 20 and an angle point on the southerly right-of-way of I-90;

24  
25 **Thence** along said west line south 00°18'08" west, 549.50 feet to the northeast corner of Government Lot 2;

26  
27 **Thence** along the north line of said Government Lot 2, north 87°13'55" west, 288.33 feet to the northwest  
28 corner of a parcel described in instrument no. 1116457, Records of Kootenai County;

29  
30 **Thence** south 00°41'15" east, 92.99 feet;

31  
32 **Thence** south 50°42'14" west, 69.33 feet;

33  
34 **Thence** south 39°28'57" east, 111.62 feet to the Northerly right-of way line of Silver Beach Road (Mullan Road);

35  
36 **Thence** along said right-of-way line south 55°56'46" west, 384.24 feet to the easterly line of a parcel shown on  
37 a Record of Survey recorded in book 5 of Surveys at page 4, Records of Kootenai County;

38  
39 **Thence** along said easterly line, south 39°59'50" east, 36.86 feet to the southeasterly corner thereof;

40  
41 **Thence** along the southerly line of said parcel, south 53°03'55" west, 346.20 feet to the northerly shoreline of  
42 Coeur d'Alene Lake;

43  
44 **Thence** northwesterly along said shoreline to a point that bears north 64°18'02" west, 6214.27 feet from last  
45 said point;

46  
47 **Thence** continuing northwesterly along said shoreline 205 feet more or less to its intersection with the west line  
48 of section 19, Township 50 North, Range 3 West, Boise Meridian;

49  
50 **Thence** south 1000.0 feet to a point in Lake Coeur d'Alene;

51  
52 **Thence** following a line 1000.0 feet out in lake Coeur d'Alene and parallel with the northerly shoreline thereof in  
53 a westerly, southerly and northerly direction to a point of intersection with the southerly prolongation of a line  
54 that lies 40.00 feet west of and parallel with the west line of Sherman Park as shown on a plat recorded in book  
55 "B" at page 71 of plats in the office of the County Recorder, Kootenai County, State of Idaho;

## COEUR D'ALENE CITY LIMITS

1 **Thence** north 00°02'16" east, 1083.0 feet along said line to said northerly shoreline;

2  
3 **Thence** continuing north 00°02'16" east, 94.0 feet to the southerly right-of-way line of the dike road, also known  
4 as Rosenberry Drive;

5  
6 **Thence** westerly and northerly along the west side of said Rosenberry Drive to the south right-of-way line of  
7 River Avenue;

8  
9 **Thence** west along said south right-of-way line to the Spokane River;

10  
11 **Thence** northeasterly along the Spokane River to the north right-of-way line of said River Avenue;

12  
13 **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  
14 east line of government lot 18 of section 14, Township 50 North, Range 4 West, Boise Meridian;

15  
16 **Thence** north along said line 640.00 feet;

17 **Thence** west 22.50 feet;

18  
19 **Thence** north 50.00 feet to the north line of said government lot 18;

20  
21 **Thence** west along the north line of said government lot 18 to a point on the east bank of the Spokane River;

22  
23 **Thence** northeasterly along said east bank to a point that bears North 13°18'03" East, 673.60 feet from last  
24 said point;

25  
26 **Thence** west (grid), 766.61 feet to the west bank of the Spokane River at elevation 2,128 based on the datum  
27 used by W.W.P. (W.W.P. datum + 3.0 feet = N.G.V.D. of 1929);

28  
29 **Thence** along the 2,128.0-foot contour the following courses:

30 South 05°04'31" west (grid), 139.29 feet;

31  
32 **Thence** south 09°05'39" west (grid), 174.56 feet;

33  
34 **Thence** south 17°40'06" west (grid), 268.85 feet;

35  
36 **Thence** south 20°07'44" west (grid), 210.85 feet;

37  
38 **Thence** south 21°07'39" west (grid), 157.14 feet to the intersection with the tangent of the northerly right-of-way  
39 line of abandoned State Highway 95;

40  
41 **Thence** leaving said 2,128 foot contour and following the said tangent of the northerly right-of-way of  
42 abandoned State Highway 95 and its westerly extension, north 68° 10' 06" west (grid), 1298.05 feet to the  
43 easterly right-of-way of existing State Highway 95;

44  
45 **Thence** along the said easterly right-of-way north 14°13'17" east (grid), 57.17 feet;

46  
47 **Thence** north 73°52'22" west (grid), 120 feet to the westerly right-of-way line of said Highway 95;

48  
49 **Thence** along said westerly right-of-way line, south 13°26'49" west (grid), 163.43 feet to a 5/8 inch rebar  
50 marked "PLS 5289" on the easterly boundary of the plat of aqua terrace from which an Idaho department of  
51 transportation right of way monument marked "station 21+32.51" bears south 13°26'49" west, 5.14 feet;

52  
53 **Thence** along said boundary as follows:

54  
55 North 07°56'02" west (grid), 76.94 feet;

## COEUR D'ALENE CITY LIMITS

1 **Thence** north 00°52'42" west (grid), 300 feet;

2  
3 **Thence** north 06°36'02" west (grid), 599.90 feet to the southeast corner of Lot 17;

4  
5 **Thence** along the southerly boundary of said Lot 17 south 83°23'58" west (grid), 118.93 feet to the easterly  
6 right-of-way line of Aqua Drive;

7  
8 **Thence** along said right-of-way line north 13°42'00" west (grid), 100.49 feet to the northwest corner of Lot 18;

9  
10 **Thence** along the north line of said Lot 18 north 83°23'58" east (grid), 131.35 feet to the east boundary of said  
11 Aqua Terrace Plat;

12  
13 **Thence** along said boundary north 06°36'02" west (grid), 250.21 feet;

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

16  
17 **Thence** along the westerly side of the old canal the following 4 courses:

18  
19 North 36°30'25" east (grid), 67.58 feet;

20  
21 **Thence** north 46°29'50" east (grid), 75.03 feet;

22  
23 **Thence** north 28°57'10" east (grid), 767.45 feet;

24  
25 **Thence** north 11°29'19" east (grid), 37.50 feet to a 5/8 inch rebar marked "PLS 5289" on the northwesterly  
26 shore of the Spokane River at approximate elevation of 2128 feet (WWP Datum);

27  
28 **Thence** in a generally southwesterly direction along said northwesterly shore to a 5/8 inch rebar marked "PLS  
29 5289" on the northwesterly right-of-way line of said u.s. Highway 95, said rebar bears south 39°59'41" east  
30 (grid), 1058.60 feet from last said point;

31  
32 **Thence** along said right-of-way line south 59°06'36" west (grid), 217.45 feet to a 5/8 inch rebar marked "PLS  
33 5289" at Highway station psc 36+58.19;

34  
35 **Thence** south 32°59'58" east (grid), 120 feet to the southeasterly right-of-way line of said Highway 95;

36  
37 **Thence** along said right-of-way line north 62°31'56" east (grid), 352.28 feet to a point on said 2,128 foot  
38 contour;

39  
40 **Thence** 1319.64 feet along a nontangent circular curve to the right, said curve having a radius of 1849.86 feet,  
41 a central angle of 40°52'25", a chord bearing of north 36°33'50" east (grid), and a chord distance of 1291.84  
42 feet;

43  
44 **Thence** nontangent, north 62°31'56" east (grid), 352.28 feet to a point on said 2,128 foot contour;

45  
46 **Thence** along said 2,128 foot contour the following courses:

47 South 68°58'37" east (grid), 52.41 feet;

48  
49 **Thence** south 40°37'55" east (grid), 162.15 feet;

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



## COEUR D'ALENE CITY LIMITS

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

3  
4 **Thence** south 89°03'09" east approximately 69 feet along said north line to the west line of the 200-foot wide  
5 railroad right-of-way of the Burlington Northern Railroad (formerly the Coeur d'Alene and Spokane Railroad) in  
6 said section 14;

7  
8 **Thence** southeasterly along said railroad right-of-way to its intersection with the north line of government Lot 8  
9 of said section 14;

10  
11 **Thence** leaving said railroad right-of-way, south 25°33'51" west, 587.78 feet;

12  
13 **Thence** southeasterly 131.15 feet along the arc of a circular curve concave to the southwest, said curve having  
14 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  
15 distance of 131.14 feet to a point on the southerly line of said government Lot 8;

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

19  
20 **Thence** northwesterly along said west right-of-way line to its intersection with a common line, said common line  
21 being 100.00 feet easterly from the center line of the Burlington Northern Railroad and 50.00 feet westerly from  
22 the center line of the Milwaukee Railroad;

23  
24 **Thence** northwesterly along the northeastern right-of-way line of the Burlington Northern Railroad to the  
25 intersection of this line with the west line of government Lot 24 of section 11, Township 50 North, Range 4  
26 West, Boise Meridian;

27  
28 **Thence** north along said west line to the northwesterly right-of-way line of the U.S. Highway 95 overpass;

29  
30 **Thence** along said right-of-way line, south 62°01'04" west, 235 feet to a point that bears south 43° 57' xx" east,  
31 3466.38 feet from the west quarter corner of said sec 11;

32  
33 **Thence** continuing south 62°01'04" west, 56.22 feet to a point on the right bank of the Spokane River;

34  
35 **Thence** northwesterly along said right bank to a point on the southeasterly line of Lot 1, Block 39 of Riverside  
36 Park Addition as shown on a plat recorded in book "B" of plats at page 138, records of Kootenai County;

37  
38 **Thence** leaving said right bank and along the east line of said Lot 1 and the prolongation thereof, north  
39 32°00'11" east, 147.96 feet to the southwesterly right-of-way line of the Burlington Northern Railroad;

40  
41 **Thence** continuing north 32°00'11" east; 119.73 feet to the northerly right-of-way line of the Union Pacific  
42 Railroad;

43  
44 **Thence** continuing along said northerly right-of-way line, north 57°57'45" west, 570.05 feet;

45  
46 **Thence** north 56°46'12" west, 700.03 feet;

47  
48 **Thence** leaving said northerly right-of-way along the center line of Clairmont Street north 32°02'48" east, 10.27  
49 feet;

50  
51 **Thence** leaving said right-of-way along a non-tangent curve to the right 25.04 feet, having a radius of 714.90  
52 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-  
53 way of Clairmont Street;

54  
55 **Thence** leaving said right-of-way continuing along a curve to the right 91.20 feet, having a radius of 714.90 feet,  
56 a delta of 07°18'33" and a long chord that bears north 50°09'42" west, 91.14 feet;

## COEUR D'ALENE CITY LIMITS

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

3  
4 **Thence** along said easterly right-of-way north 32°02'48" east, 195.22 feet to the northerly right-of-way of Fifth  
5 Avenue;

6  
7 **Thence** leaving said easterly right-of-way along said northerly right-of-way north 56°46'12" west, 150.00 feet to  
8 the easterly line of Lot 8 of Block 19 of RIVERSIDE PARK ADDITION;

9  
10 **Thence** leaving said northerly right-of-way along said easterly line north 32°02'48" east, 136.00 feet to the  
11 northerly right-of-way of the alley in said Block 19;

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

15  
16 **Thence** leaving said northerly right-of-way along said easterly line north 32°02'48" east, 120.00 feet;

17  
18 **Thence** leaving said easterly line north 02°51'28" west, 64.40 feet to the point of intersection of the southerly  
19 right-of-way of the vacated Burlington Northern Railroad with the easterly right-of-way of the Union  
20 Pacific/Spokane International Railroad;

21  
22 **Thence** along said easterly right-of-way, north 13°28'33" east, 33.00 feet;

23  
24 **Thence** along a spiral curve having a long chord that bears north 15°05'03" east, 88.05 feet;

25  
26 **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  
27 chord that bears north 27°17'53" east, 163.52 feet;

28  
29 **Thence** along a spiral curve having a long chord that bears north 43°17'39" east, 198.22 feet;

30  
31 **Thence** north 46°40'27" east, 256.03 feet to the southerly right-of-way of Seltice Way 100.00 feet distant from  
32 the center line of said road (formerly known as Highway 10);

33  
34 **Thence** westerly along the south right-of-way line of Seltice Way to the east lines extended south of tracts 9, 10,  
35 11 and 12, block 4, of the Orchard lands subdivision;

36  
37 **Thence** north 00°27'42" east along said line to the northerly right-of-way line of Interstate 90 and a point on a  
38 non-tangent curve concave to the northeast having a radius of 22,818.32 feet, a central angle of 00°54'41" and  
39 a chord that bears north 00°54'41" west, 363.02 feet;

40  
41 **Thence** northwesterly along said right-of-way line and said curve 363.02 feet;

42  
43 **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  
44 of tract 9, Block 4, of said subdivision;

45  
46 **Thence** north 00°11'04" east, 65.23 feet along said west line to a point on the south line of Indian Meadows  
47 Subdivision;

48  
49 **Thence** along said south line north 88°52'19" west, 216.06 feet to the northerly right-of-way line of Interstate 90;

50  
51 **Thence** along said northerly right-of-way line north 72°04'30" west, 532.14 feet;

52  
53 **Thence** north 58°02'20" west, 103.08 feet;

54  
55 **Thence** north 73°30'08" west, 40.85 feet;

## COEUR D'ALENE CITY LIMITS

1 **Thence** leaving said right-of-way; south 01°08'57" east a distance of 733.46 feet to an Iron pin;  
2  
3 **Thence** south 01°08'57" east a distance of 216.21 feet to an Iron pin;  
4  
5 **Thence** north 66°58'12" west a distance of 219.23 feet to an Iron pin;  
6  
7 **Thence** south 01°08'57" east a distance of 445.93 feet to a point on the southerly right-of-way of old Highway  
8 #10;  
9  
10 **Thence** continuing along said right-of-way south 69°09'21" east, 357.75 feet;  
11  
12 **Thence** south 01°58'56" west, 771.85 feet to the Spokane River;  
13  
14 **Thence** westerly along the Spokane River to a point that bears north 89°42'03" west, 4444.19 feet from last said  
15 point;  
16  
17 **Thence** north 1°25'34" east, 773.15 feet to the south line of Maplewood Avenue being a point on a nontangent  
18 curve concave to the north having a radius of 5799.65 feet, a central of 05°04'58", and a long chord that bears  
19 south 85°06'16" east, 514.33 feet;  
20  
21 **Thence** along said south line and said curve 514.50 feet;  
22  
23 **Thence** north 00°05'32" east, 100.00 feet to the north line of the Chicago, Milwaukee and St. Paul Railroad  
24 being a point on a nontangent curve concave to the north having a radius of 5699.65 feet, a central of 00° 12'  
25 36", and a long chord that bears south 87°42'40" east, 20.90 feet;  
26  
27 **Thence** along said south line and said curve 20.90 feet;  
28  
29 **Thence** south 87°55'39" east, 441.66 feet;  
30  
31 **Thence** north 00°05'32" east, 446.48 feet;  
32  
33 **Thence** south 84°47'58" east, 180.82 feet;  
34  
35 **Thence** north 00°05'32" east, 360.00 feet to the south line of Reeves-Farrell Addition to Huetter, as per the plat  
36 recorded in Book "C" of plats, page 52, records of Kootenai County;  
37  
38 **Thence** along said south line south 84°47'58" east, 316.09 feet;  
39  
40 **Thence** along the east line of said Reeves-Farrell Addition to Huetter north 00°03'12" west, 60.34 feet;  
41  
42 **Thence** north 89°56'48" west, 102.63 feet;  
43  
44 **Thence** north 00°03'12" west, 150.00 feet;  
45  
46 **Thence** south 89°56'48" west, 102.63 feet;  
47  
48 **Thence** along the east line of said Reeves-Farrell Addition to Huetter north 00°03'12" west, 81.85 feet to the  
49 south line of the abandoned Burlington Northern Railroad;  
50  
51 **Thence** along said south line south 73°04'49" east, 692.08 feet;  
52  
53 **Thence** north 00°03'42" west, 104.56 feet to the northeasterly line of said abandoned Burlington Northern  
54 Railroad;  
55

## COEUR D'ALENE CITY LIMITS

1 **Thence** along said northeasterly line south 73°04'49" east, 307.43 feet to the beginning of a curve concave to  
2 the southwest, having a radius of 2914.79 feet, a central angle of 6°00'21", and a long chord that bears south  
3 70°04'05" east, 305.39 feet;

4  
5 **Thence** southeasterly along said curve and said northeasterly line, 305.53 feet;

6  
7 **Thence** north 00°07'26" west, 651.98 feet;

8  
9 **Thence** north 32°59'21" east, 69.52 feet;

10  
11 **Thence** north 00°09'28" west, 388.98 feet to the northerly right-of-way line of Interstate 90;

12  
13 **Thence** along said northerly right-of-way line north 73°30'46" west, 1471.7 feet to a brass cap in concrete;

14  
15 **Thence** continuing along said right-of-way line north 59°28'40" west, 103.30 feet to a brass cap in concrete;

16  
17 **Thence** continuing along said right-of-way line north 73°30'34" west, 50.0 feet to an iron rod;

18  
19 **Thence** leaving said northerly right-of-way line, north 14°45'13" east, 262.14 feet to an iron rod;

20  
21 **Thence** south 89°30'30" east, 1830.56 feet to the center of section 4, Township 50 North, Range 4 West, Boise  
22 Meridian;

23  
24 **Thence** north 1°20'27" west along the westerly boundary of the Indian Meadows Subdivision, 2737.62 feet to  
25 the northwest corner of the Indian Meadows Subdivision, said point being the north quarter corner of section 4  
26 and the southwest corner of the Northshire Addition;

27  
28 **Thence** north 00°53'38" east, 2646.34 feet to the northwest corner of Northshire Addition, said point being the  
29 center of section 33, Township 51 North, Range 4 West, Boise Meridian, and the southwest corner of the Coeur  
30 d'Alene Industrial Park Subdivision;

31  
32 **Thence** north 00°16'33" west, 2642.02 feet to the northwest corner of said subdivision and the north quarter  
33 corner of said section 33;

34  
35 **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"  
36 rebar with plastic cap marked PLS 9367 on the easterly right-of-way line of Huetter Road;

37  
38 **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  
39 plastic cap marked PLS 9367 on the southwest corner of tax number 5600;

40  
41 **Thence**, along the southwesterly line of said tax number 5600, south 51°24'30" east a distance of 162.97 feet to  
42 a 5/8" rebar with plastic cap marked PLS 9367 at the southern most corner of tax number 5600;

43  
44 **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"  
45 rebar with plastic cap marked PLS 9367 at an angle point on said easterly line;

46  
47 **Thence**, continuing along said easterly line, north 55°39'12" east a distance of 469.10 feet to a 5/8" rebar with  
48 plastic cap marked PLS 9367 on the east-west centerline of section 28;

49  
50 **Thence** along said east-west centerline, north 88°56'16" west, 816 feet to a line that is 50 feet east of and  
51 parallel with the west line of said section 28;

52  
53 **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  
54 north line of said section 28;

55  
56 **Thence** along said parallel line, south 89°01'29" east, 2602.4 feet;

## COEUR D'ALENE CITY LIMITS

1  
2 **Thence** continuing parallel with the north line of said section 28, south 88°37'38" east, 2620.4 feet to the west  
3 line section 27, Township 51 North, Range 4 West, Boise Meridian;

4  
5 **Thence** parallel with the north line of said section 27, south 88°23'55" east, 25 feet to a line that is parallel with  
6 and 25 feet east of the west line of said section 27;

7  
8 **Thence** along said line south 01° 11' 11" west, 1262 more or less feet to the north line of the southwest 1/4 of  
9 the northwest 1/4 said section 27;

10  
11 **Thence** along said north line south 88°20'43" east 1270.94 feet to the northeast corner of the southwest 1/4 of  
12 the northwest 1/4 of said section 27;

13  
14 **Thence** along the west line of Tract 325 of said Hayden Lake Irrigated Tracts north 01°08'30" east, 661.39 feet  
15 to the northwest corner of said Tract 325;

16  
17 **Thence** along the north line of said Tract 325 south 88°22'11" east, 655.80 feet to the southwest corner of Tract  
18 319 of said Hayden Lake Irrigated Tracts;

19  
20 **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  
21 and parallel with the north line of said section 27;

22  
23 **Thence** along said parallel line south 88°23'40" east, 654.83 feet to the east line of the northwest 1/4 of said  
24 section 27;

25  
26 **Thence** along said east line south 01°05'20" west, 611.95 feet;

27  
28 **Thence** along the north line of Tract 327 of said Hayden Lake Irrigated Tracts south 88°12'25" east, 653.33 feet  
29 to the northeast corner thereof;

30  
31 **Thence** along the east line said Tract 327, south 01°06'56" west, 642.01 feet to the southeast corner of said  
32 Tract 327;

33  
34 **Thence** continuing south 01°06'56" west 20.00 feet to a point on the south line of an existing un-named right-of-  
35 way shown on said Hayden Irrigated Tracts and the south line of north ½ of the northeast ¼ of section 27;

36  
37 **Thence** along said south line, south 88°12'00" east (record south 88°12'04" east), 653.02 feet to a point on the  
38 southerly extension of the west line of said Tract 329;

39  
40 **Thence** along said extension, north 01°08'33" east, 20.00 feet to the southwest corner of said Tract 329;

41  
42 **Thence** continuing north 01°08'33" east, 642.09 feet to the northwest corner of said Tract 329;

43  
44 **Thence** south 88°12'19" east, 653.33 feet to the northeast corner of said Tract 329;

45  
46 **Thence** along the east line of said Tract 329 south 01°10'09" west, 311.1 feet to the northwest corner of the  
47 south ½ of Tract 330;

48  
49 **Thence** south 88°11'50" east, 703.2 feet to the east right-of-way line of Ramsey Road;

50  
51 **Thence** along said right-of-way line, south 01°11'45" west, 331.1;

52  
53 **Thence** north 88°11'39" west, 20 feet;

54  
55 **Thence** south 88°55'22" east, 628.5 feet;

## COEUR D'ALENE CITY LIMITS

1 **Thence** north 01°56'56" east, 330.49 feet to the North line of the Southwest quarter of the Northwest quarter of  
2 section 26, Township 51 North, Range 4 West, Boise Meridian;  
3 **Thence** along said North line, south 88°48'58" east, 663.68 feet to the Northeast corner of said Southwest  
4 quarter;  
5  
6 **Thence** along the East line of said Southwest quarter south 00°57'04" west, 119.88 feet;  
7  
8 **Thence** south 88°49'11" east, 153.99 feet to a ½" iron rod with plastic cap marked PLS 5078;  
9  
10 **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  
11 said section 26;  
12  
13 **Thence** along said line south 88°48'51" east, 937.16 feet;  
14  
15 **Thence** south 00°42'48" west, 896.86 feet to a ½" iron rod with plastic cap marked PLS 5078;  
16  
17 **Thence** south 88°48'50" east, 230.04 feet to the east line of the northwest quarter of said section 26;  
18  
19 **Thence** along said east line, north 00°42'55" east, to the south right-of-way line of Prairie Avenue;  
20  
21 **Thence** east to the west right-of-way line of State Highway 95;  
22  
23 **Thence** south along said west right-of-way line to the north line of the southeast quarter of section 26;  
24  
25 **Thence** east along the north line of said southeast quarter of section 26 to its intersection with the west right-of-  
26 way line of Government Way;  
27  
28 **Thence** continuing along said north line south 88°49'33" east, 30.00 feet to a point, said point being the quarter  
29 corner common to sections 26 and 25;  
30  
31 **Thence** south 89°21'33" east, 30.00 feet to a point which is the intersection of the center of section line of  
32 section 25 and the east right-of-way line of Government Way;  
33  
34 **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  
35 corner common to sections 25, 26, 35 and 36;  
36  
37 **Thence** south 00°38'25" west along the said easterly line, 2619.00 feet to a point which is the intersection of the  
38 said east right-of-way line and the north right-of-way line of Dalton Avenue;  
39  
40 **Thence** south 88°47'49" east (grid) along said north right-of-way line 2625.0 feet to the east line of the  
41 northwest ¼ of said section 36;  
42  
43 **Thence** parallel with the north line of the southeast ¼ of said section 36, south 88°46'33" east, 30 feet;  
44  
45 **Thence** south, 59.50 feet to the north line of that parcel described in instrument number 1537197, records of  
46 Kootenai County;  
47  
48 **Thence** along said north line and the south right-of-way line of Dalton Avenue south 88°46'24" east, 408.10 feet;  
49  
50 **Thence** south 00°33'39" west, 0.50feet;  
51  
52 **Thence** along said right-of-way line south 88°46'24" east, 2214.80 feet to The Point Of Beginning.

53  
54  
55  
56  

---

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:**

# COEUR D'ALENE CITY LIMITS

1  
2 **PARCEL 1** The following described parcels situated in section 6, Township 50 North, Range 3 West, Boise  
3 Meridian:  
4

5 **The** northwest quarter of the southeast quarter of the southwest quarter, including tax nos. 3429, 4371,  
6 5680, 6479, 9074, 9162, 6479 and 17303; containing only tax nos. 5551, 5468, 7919 and 10033 in tract  
7 24 of the Fruitdale Addition; the east 147.50 feet of the south 248.00 feet of tract 25 of said Fruitdale  
8 Addition.  
9

10 -----  
11  
12 **PARCEL 2** A parcel of land lying in the southeast quarter of section 36, Township 51 North, Range 4 West,  
13 Boise Meridian, described as follows:  
14

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

16  
17 **Thence** along the west line of said section 36 north 00°33'39" east (grid), 1785.56 feet;

18  
19 **Thence** leaving said section line north 89°26'21" west (grid), 25.00 feet to the northeast corner of tax no. 6844  
20 and **The True Point Of Beginning**;

21  
22 **Thence** along the north line of said tax number north 88°04'50" west (grid), 140.46 feet to the northwest corner  
23 thereof;

24  
25 **Thence** along the west lines of tax nos. 6844, 7678 and 6715 south 00°37'02" west (grid), 419.31 feet to the  
26 north right-of-way line of Hoffman Avenue;

27  
28 **Thence** along said right-of-way line south 88°43'33" east (grid), 140.87 feet to the west right-of-way line of 15th  
29 street;

30  
31 **Thence** along said right-of-way line north 00°33'39" east (grid), 419.36 feet to **The Point Of Beginning**.  
32  
33 -----  
34

35 **PARCEL 3** A parcel of land lying in the northeast quarter of section 1, Township 50 North, Range 4 West,  
36 Boise Meridian, described as follows:  
37

38 **Beginning** at the northeast corner of said section 1;

39  
40 **Thence** along the north line of said northeast quarter north 88°57'29" west, (grid), 25 feet to **True Point Of**  
41 **Beginning**;

42  
43 **Thence** continuing along said north line, north 88°57'29" west (grid), 1305 feet to the northwest corner of tract  
44 10, Gardendale Acre Tracts, as shown on a plat recorded in book "B" of plats, page 145, records of Kootenai  
45 County;

46  
47 **Thence** south, 25 feet to the north line of tax number 9294;

48  
49 **Thence** easterly, 50 feet along said north line to the northeast corner of said tax number 9294;

50  
51 **Thence** southerly, 306 feet along the east line of said tax number and the east line of tax number 11244 to the  
52 southeast corner of said tax number 11244;

53  
54 **Thence** westerly, 50 feet along the south line thereof to the west line of said tract 10;  
55

## COEUR D'ALENE CITY LIMITS

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

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

6  
7 **Thence** north 89° 59' east (plat), 1305 feet along the south lines of tax numbers 9328, 10601, said Highwood  
8 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  
9 Kootenai County, to a line that lies 25 feet west of, when measured at right angles, and is parallel with the east  
10 line of the northeast quarter of said section 1;

11  
12 **Thence** along said line north 00°43'28" west, 993.95 feet;

13  
14 **Thence** leaving said line south 89°42'31" west, 5 feet to the east line of said Gardendale Acre Tracts;

15  
16 **Thence** continuing south 89°42'31" west, 130 feet to the west line of Tract 1;

17  
18 **Thence** along west line of said Tract 1 north 00°43'26" west, 172.51 feet;

19  
20 **Thence** south 89°59'56" east, 130 feet to the east line of said Tract 1;

21  
22 **Thence** continuing south 89°59'56" east, 5 feet to a line that lies 25 feet west of, when measured at right angles,  
23 and is parallel with the east line of the northeast quarter of said section 1;

24  
25 **Thence** along said line north 00°43'28" west to the Point Of Beginning.

26  
27 -----  
28  
29 **PARCEL 4** A parcel of land lying in the northeast quarter of section 1, Township 50 North, Range 4 West,  
30 Boise Meridian, described as follows:

31  
32 **Beginning** at the east one quarter corner of section 6, Township 50 North, Range 4 West, Boise Meridian;

33  
34 **Thence** along the south line of said northeast quarter, north 89°23'40" west (grid), 25 feet;

35  
36 **Thence** parallel with the east line of said northeast quarter, north 00°20'25" east (grid), 185 feet to the northeast  
37 corner of tax number 13278 and the True Point Of Beginning;

38  
39 **Thence** east, 25 feet to the east line of said section 1;

40  
41 **Thence** along said section line north 00°20'25" east (grid), 137 feet;

42  
43 **Thence** west, 25 feet;

44  
45 **Thence** parallel with the east line of said section 1, north 00°20'25" east (grid), 530.73 feet to the northeast  
46 corner of tax parcel no. 5010;

47  
48 **Thence** along the north line of said parcel, north 89°17'05" west (grid), 294.60 feet;

49  
50 **Thence** south 00°12'45" west (grid), 100 feet to the north line of tax parcel no. 4189;

51  
52 **Thence** along the north line of said parcel, north 89°17'05" west (grid), 340.01 feet to the northwest corner  
53 thereof;

54  
55 **Thence** along the west line of said parcel and the west lines of tax parcel nos. 3794, 3793, 3792 and 3791,  
56 south 00°12'45" west (grid), 578.95 feet to the northwest corner of tax number 10627;



## COEUR D'ALENE CITY LIMITS

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

3  
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5  
6 **PARCEL 5** a parcel of land lying in the northeast quarter of section 6, Township 50 North, Range 3 West,  
7 Boise Meridian, described as follows:

8  
9 Beginning at the north quarter corner of section 6, Township 50 North, Range 4 West, Boise Meridian, Kootenai  
10 County, State of Idaho, from which the northwest corner of said section 6 bears, north 88°47'20" west (grid);

11  
12 **Thence** along the north-south center quarter line of said section 6, south 00°24'15" west (grid), 315.81 feet to  
13 the True Point Of Beginning;

14  
15 **Thence** south 89°34'25" east (grid), 130.93 feet;

16  
17 **Thence** south 32°36'59" east (grid), 1069.97 feet;

18  
19 **Thence** south 00°41'58" west (grid), 83.58 feet to the south line of tract 6, Thomas Gardens Tracts recorded in  
20 book "b", at page 137, records of Kootenai County;

21  
22 **Thence** along the south lines of tracts 6,7 and 8 of said Thomas Gardens Tracts, north 89°01'29" west (grid),  
23 713.60 feet to the southwest corner of said tract 8;

24  
25 **Thence** along the west line of said tract 8 and the north-south center quarter line of said section 6, north  
26 00°24'15" east (grid), 973.65 feet to The Point Of Beginning.

27  
28 -----  
29  
30 **PARCEL 6** A parcel of land lying in the northwest quarter of section 11, Township 50 North, Range 4 West,  
31 Boise Meridian, described as follows:

32  
33 **Beginning** at the west, quarter corner of said section 11;

34  
35 **Thence** along the west line of said section 11, north 01°01'02" east, 1326.75 feet to the northeast corner of  
36 government Lot 7 (as shown on a record of survey recorded in book 13 of surveys at page 68, records of  
37 Kootenai County) and the **TRUE POINT OF BEGINNING**;

38  
39 **Thence** continuing north 01°01'02" east, 32.22 feet (12.94 feet is shown on said survey) to the southerly right-of-  
40 way line of the abandoned Burlington Northern Railroad, being also a point on a nontangent curve concave to  
41 the southwest having a radius of 1096.28 feet, a central angle of 04°36'07" and a long chord that bears south  
42 67°37'39" east, 88.03 feet;

43  
44 **Thence** southeasterly along said curve 88.05 feet (as shown on a survey recorded in book 15 of surveys at  
45 page 23, records of Kootenai County) to the north line of said government lot 7;

46  
47 **Thence** along said north line north 89°05'55" west, 81.99 feet to the **POINT OF BEGINNING**.

48  
49 -----  
50  
51 **PARCEL 7** A parcel of land lying in the south 1/2 of section 34, Township 51 North, Range 4 West and  
52 government lots 3&4, section 3, Township 50 North, Range 4 West, Boise Meridian, described as follows;

53  
54 **Beginning** at the west quarter corner of said section 34;

55  
56 **Thence** along the west line of said section 34 south 00°29'14" west (grid), 717.30 feet;

# COEUR D'ALENE CITY LIMITS

1  
2 **Thence** south 88°47'48" east (grid), 25.0 feet to the intersection of the east right-of-way line of Atlas Road and  
3 the south right-of-way line of Kathleen Avenue and the **TRUE POINT OF BEGINNING**;

4 **Thence** along said east right-of-way line south 00°29'14" west, 1925.80 feet to the south line of said section 34;  
5

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

8  
9 **Thence** east to the southwest corner of government Lot 2 of said section 3;

10  
11 **Thence** north to the north line of government Lot 2;

12  
13 **Thence** east to a point on the northeasterly right-of-way line of the Union Pacific  
14 Railroad (formerly the Spokane international railroad), and the beginning of a nontangent curve concave to the  
15 southwest having a radius of 2914.93 feet;

16  
17 **Thence** northwesterly along said railroad right-of-way and said curve 881.58 feet through a central angle of  
18 17°19'42" to the beginning of a nontangent curve concave to the south, having a radius of 211.49 feet and to  
19 which beginning a long chord bears north 42°36'49" west (grid), 878.22 feet;

20  
21 **Thence** westerly along said curve 142.26 feet through a central angle of 38°32'31" to the beginning of a  
22 nontangent curve concave to the north, having a radius of 221.31 feet and to which beginning a long chord  
23 bears north 83°10'03" west (grid), 139.60 feet;

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

28  
29 **Thence** along said road right-of-way south 89°37'20" west (grid), 32.00 feet;

30  
31 **Thence** along the southwesterly line of said road right-of-way north 49°47'48" west (grid), 354.54 feet;

32  
33 **Thence** continuing along said southwesterly line north 51°24'47" west (grid), 1681.9 feet;

34  
35 **Thence** along the south right-of-way line of Kathleen Avenue north 88°45'48" west (grid), 1002.9 feet;

36  
37 **Thence** continuing along said right-of-way line north 88°47'48" west (grid), 671.2 feet to the **POINT OF**  
38 **BEGINNING**.

39  
40  
41 **PARCEL 8** A parcel of land lying in the southwest ¼ of section 36, Township 51 North, Range 4 West,  
42 Boise Meridian;

43  
44 **Beginning** at the west ¼ corner of said section 36;

45  
46 **Thence** south 88°47'49 east (grid), 1274.40 feet along the north line of said southwest 1/4;

47  
48 **Thence** south 00°27'17' west (grid), 40.00 feet to the south right-of-way line of Dalton Avenue and the **TRUE**  
49 **POINT OF BEGINNING**;

50  
51 **Thence** continuing south 00°27'17" west (grid), 409.99 feet;

52  
53 **Thence** north 88°47'10" west (grid), 541.36 feet;

54  
55 **Thence** parallel with the west line of said southwest 1/4, south 00°27'17" west (grid), 528.23 feet;

## COEUR D'ALENE CITY LIMITS

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

3  
4 **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  
5 section corner common to sections 1 and 2, Township 50 North, Range 4 West, Boise Meridian, and sections 35  
6 and 36, Township 51 North, Range 4 West, Boise Meridian;

7  
8 **Thence** south 88°57'10" east (grid), 1824.10 feet to a point, said point being the southeast corner of the  
9 Kootenai County Fairgrounds;

10  
11 **Thence** north 00°34'51" east (grid) to the south right-of-way line of Dalton Avenue;

12  
13 **Thence** north 88°47'49" west 578.50 feet along said south right-of-way line to the **POINT OF BEGINNING**.

14  
15 -----  
16  
17 **PARCEL 9** A parcel of land lying within Government Lot 8 in the Southeast ¼ of Section 36, Township 51  
18 North, Range 4 West, Boise Meridian, State of Idaho, described as follows:

19  
20 Commencing at the Center ¼ of said Section 36, from which the East ¼ of said Section bears south 88°46'48"  
21 east;

22  
23 **Thence** south 88°46'48" east 3.30 feet along the North line of the Southeast ¼ of said Section 36 to the East  
24 line of 4<sup>th</sup> Street extended;

25  
26 **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  
27 described in that certain Warranty Deed recorded in instrument No.682533, records of Kootenai County, Idaho,  
28 being the TRUE POINT OF BEGINNING;

29  
30 **Thence** along the North line of said parcel and the South line of Lot 9, Block 1, Plat of Hoffman Second  
31 Addition, recorded in Book G of plats, Pages 101, and 101-A, records of Kootenai County, State of Idaho, south  
32 89°24'06" east 150.00 feet;

33  
34 **Thence** south 00°34'54" west, 150.00 feet to the South line of said parcel;

35  
36 **Thence** along said South line and the North line of Lot 1, Block 1, Plat of Harvest Time, recorded in Book F,  
37 Page 213, records of Kootenai County, State of Idaho, north 89°24'06" west, 150.00 feet to the Southwest  
38 corner of said parcel and the East line of 4<sup>th</sup> Street;

39  
40 **Thence** along the East line of 4<sup>th</sup> Street north 00°34'54" east 150.00 feet to the **POINT OF BEGINNING**;

41  
42 -----  
43  
44 **PARCEL 10** A parcel of land lying in the West ½ of Section 26, Township 51 North, Range 4 West, Boise  
45 Meridian, State of Idaho, described as follows:

46  
47 **Beginning** at the Southwest corner of said section 26;

48  
49 **Thence** along the West line of said section 26, north 00°33'53" east, 25 feet;

50  
51 **Thence** along the North right-of-way line of Hanley Avenue south 89°06'03" east, 25 feet to the **TRUE POINT**  
52 **OF BEGINNING**;

53  
54 **Thence** along said north right-of-way line, south 89°06'03" east, 971.6 feet to its intersection with the west line of  
55 the east half of the east half of the west half of the southwest quarter of section 26, Township 51 North, Range 4  
56 West, Boise Meridian;

COEUR D'ALENE CITY LIMITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 and parallel with the west line of said section 27;

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

.....

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

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

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

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

# COEUR D'ALENE CITY LIMITS

1 **Thence** north 39°28'57" west, 170.00 feet;  
2  
3 **Thence** north 50°31'03" east, 119.82 feet;  
4 **Thence** south 39°28'57" east, 170.00 feet to the **POINT OF BEGINNING**;

5  
6  
7  
8 **PARCEL 13** A portion of the east 1/2 of Section 19, Township 50 North, Range 3 West, Boise Meridian,  
9 State of Idaho described as follows:

10 **Beginning** at the east 1/4 corner of said section 19;  
11  
12  
13 **Thence** along the east line of said section 19, south 01°04'25" west, 516.68 feet;  
14  
15 **Thence** south 84°52'41" west, 282.98 feet to the beginning of a curve concave to the northeast having a radius  
16 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;  
17  
18 **Thence** northwesterly along said curve 631.25 feet to a point on the southwesterly boundary of Tate Point as  
19 shown on a plat recorded in Book "I" of Plats at page 296, records of Kootenai County;  
20  
21 **Thence** along said boundary, being nontangent to said curve, north 34°18'00" west, 1068.58 feet;  
22  
23 **Thence** continuing along the boundary of said Tate Point and the west boundary of Elk Point as shown on a plat  
24 recorded in Book "I" of Plats at page 273, records of Kootenai County, north 00°43'51" west, 225.51 feet;  
25  
26 **Thence** continuing along the boundary of said Elk Point, north 89°56'21" east, 165.00 feet;  
27  
28 **Thence** continuing along the boundary of said Elk Point, north 00°43'51" west, 677.72 feet to the northwest  
29 corner of said plat;  
30  
31 **Thence** easterly along the north line of said Elk Point to the west line of Armstrong Park First Addition as shown  
32 on a plat recorded in Book "FI" of Plats at page 274, records of Kootenai County;  
33  
34 **Thence** southerly along said west line to the **POINT OF BEGINNING**.

35  
36  
37  
38 **PARCEL 14** A portion of the East ½ of Section 10, Township 50 North, Range 4 West, Boise Meridian,  
39 Kootenai County, State of Idaho described as follows:

40  
41 **Commencing** at the ¼ corner common to Sections 10 and 11, from which the Northwest corner of Section 11  
42 bears north 01°01'05" east, 2,653.51 feet;  
43  
44 **Thence** north 01°01'05" east, 1,326.68 feet to the northwest corner of government Lot 7 and the **POINT OF**  
45 **BEGINNING**;  
46  
47 **Thence** along the said north line of government Lot 7, south 89°05'55" east, 81.92 feet to a point on the  
48 southerly right-of-way line of the abandoned Burlington Northern Railroad, being also a cusp of a curve concave  
49 to the southwest having a radius of 1096.28 feet, a central angle of 11°24'01" and a long chord that bears north  
50 70°58'29" west, 217.77 feet;  
51  
52 **Thence** northwesterly along said curve and said southerly right-of-way, 218.13 feet;  
53  
54 **Thence** continuing along said southerly right-of-way, north 76°41'24" west, 84.55 feet;  
55  
56 **Thence** leaving said southerly right-of-way, south 06°44'01" west, 170.54 feet;

# COEUR D'ALENE CITY LIMITS

1  
2 **Thence** south 01°02'14" west, 88.10 feet;

3  
4 **Thence** south 88°57'46" east, 158.00 feet;

5  
6 **Thence** north 01°02'14" east, 88.74 feet;

7  
8 **Thence** north 01°01'02" east, 120.00 feet to the beginning of a nontangent curve concave to the southwest,  
9 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,  
10 69.57 feet;

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

14  
15 **Thence** along said section line, south 01°01'05" west, 12.94 feet to the northwest corner of said government Lot  
16 7 to the **POINT OF BEGINNING**.

17  
18 -----  
19  
20 **PARCEL 15** A portion of the East ½ of Section 10, Township 50 North, Range 4 West, Boise Meridian,  
21 Kootenai County, State of Idaho described as follows:

22  
23 **Commencing** at the ¼ corner common to Section 10 and 11, from which the Northwest corner of Section 11  
24 bears north 01°01'05" east, 2,653.51 feet;

25  
26 **Thence** north 01°01'05 east, 1,326.68 feet;

27  
28 **Thence** north 60°23'14" west, 74.94 feet to the westerly line of RIVERSTONE (Book I of Plats, Page 250,  
29 records of Kootenai County, Idaho);

30  
31 **Thence** along said westerly line of RIVERSTONE south 01°01'02" west, 120.00;

32  
33 **Thence** south 01°02'14" west, 88.74 feet;

34  
35 **Thence** south 01°02'14" west, 229.64 feet;

36  
37 **Thence** south 06°19'02" west, 99.72 feet;

38  
39 **Thence** south 06°16'10" west, 381.96 feet;

40  
41 **Thence** south 32°03'25" west, 73.44 feet;

42  
43 **Thence** along the arc of a curve to the left 15.85 feet, having a radius of 586.62 feet, a delta of 01°32'53" and a  
44 long chord that bears south 27°05'14" west, 15.85 feet;

45  
46 **Thence** south 26°50'51" west, 139.17 feet;

47  
48 **Thence** south 26°45'21" west, 170.44 feet;

49  
50 **Thence** south 26°55'20" west, 132.31 feet;

51  
52 **Thence** south 26°41'56" west, 64.51 feet to the southerly line of the abandoned RIVERSIDE PARK ADDITION  
53 and the northerly line of the Union Pacific/Spokane International Railroad right-of-way;

54  
55 **Thence** leaving said westerly line along said northerly right-of-way line north 57°57'45" west, 73.01 feet to a  
56 point on the center line of vacated Wellington Street and the **POINT OF BEGINNING**;

## COEUR D'ALENE CITY LIMITS

1 **Thence** leaving said northerly line along said center line north 32°02'15" east, 129.88 feet to the intersection of  
2 the easterly extension of the center line of the vacated alley through Block 29 of said vacated Riverside Park  
3 Addition;

4 **Thence** leaving the center line of said vacated Wellington Street along the center line of said vacated alley north  
5 57°57'45" west, 125.00 feet to the intersection of the center line of said vacated alley with the northerly extension  
6 of the east line of Lot 10, Block 29 of said vacated Riverside Park Addition;

7  
8 **Thence** leaving the center line of said vacated alley along said northerly extension and said easterly line south  
9 32°02'15" west, 130.00 feet to the southeasterly corner of said Lot 10 and the northerly Railroad right-of-way  
10 line;

11  
12 **Thence** along the said northerly Railroad right-of-way line south 57°57'45" east, 125.00 feet to the **POINT OF**  
13 **BEGINNING.**

14  
15 -----  
16  
17 **PARCEL 16** A portion of the northeast ¼ of Section 33, Township 51 North, Range 4 West, Boise Meridian,  
18 Kootenai County, State of Idaho described as follows:

19  
20 **Commencing** at a p.k. nail set in concrete with a washer marked PLS 4182 marking the ¼ corner common to  
21 Section 28 and 33, from which a 2 inch diameter brass cap marked PLS 4182 marking the center ¼ corner of  
22 Section 28 bears north 01°22'04" east a distance of 2658.32 feet;

23  
24 **Thence** south 89°39'20" east, 51.84 feet, said point being the **TRUE POINT OF BEGINNING;**

25  
26 **Thence** south 52°34'18" east, 3204.7 feet along the south right-of-way line of the Spokane International Railroad  
27 to an angle point in the west right-of-way line of Allas Road;

28  
29 **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  
30 of said Section 33;

31  
32 **Thence** north 00°52'08" east, 1950.7 feet along said line to the north line of the northeast ¼ of said section 33;

33  
34 **Thence**, along said north line, north 88°39'20" west, 2550.12 feet to the **TRUE POINT OF BEGINNING.**

35  
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**Notes:**

1. All bearings that are marked "(grid)" are based on the State plane coordinate system, 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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 11/30/07  
Department Name Employee Name Date  
Request made by: Patricia Cormier 457-9524  
Name Phone  
1262 East Mesquite Court Post Falls, ID  
Address

The request is for:  Repurchase of Lot(s)  
 Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_  
Niche(s): lot 23 \_\_\_\_\_, \_\_\_\_\_  
Lot(s): 01-A \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: 01 Section: N 9

Lot(s) are located in  Forest Cemetery /  Forest Cemetery Annex (Riverview).  
Copy of /  Deed or /  Certificate of Sale must be attached.  
Person making request is /  Owner /  Executor\* /  Other\* \_\_\_\_\_

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

Title transfer fee (\$ N/A ) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie J Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant:  Yes /  No
- 2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:  
PAT LAAM = G/47/01A, PATRICIA & JIMMIE CORMIER = N/01/23
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500 per lot.

RDE 11/30/07 Total \$ 1,000.00  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

- 1. Quit Claim Deed(s) received: /  Yes /  No.
- Person making request is authorized to execute the claim: [Signature] 11-30-07  
Attorney Init. Date

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

Susan K. Woathers 12/3/07  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:


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

\_\_\_\_\_  
Cemetery Supervisor's Signature Date

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



**CITY COUNCIL**  
**STAFF REPORT**

**DATE:** December 18, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Acceptance of Utility Easement for Sanitary Sewer in the Hawk's Nest Development, Acceptance of a Railroad Crossing Easement for Public Road & Sanitary Sewer, and, Acceptance of a Sanitary Sewer Easement in the Prairie Trail Corridor.**

---

**DECISION POINT**

Council is being requested to accept three (3) separate utility easements which are interrelated, and, deal with different aspects of the sanitary sewer serving the Hawk's Nest and Landings at Waterford developments in the northwest quadrant of the City. Two of the easements are with the NI Centennial Trail Foundation, and, one is with the developer of the Hawk's Nest subdivision.

**HISTORY**

The Hawks Nest, and, Landings at Waterford developments in the northwest quadrant of the City were originally intended to provide sanitary sewer through the "to be constructed" Heutter Interceptor. Abandonment of the UPRR line corridor, and, the subsequent acquisition of that corridor by the North Idaho Centennial Trail Foundation, Inc., created an alternative to an extremely deep, costly, and complicated sanitary sewer design. For this alternative to become a reality, easements for placement of the sewer are needed to be put into place.

**FINANCIAL ANALYSIS**

There is no cost (other than document recordation) to the City. The developers have been responsible for all installations and easement acquisitions.

**PERFORMANCE ANALYSIS**

The sanitary main lines are being installed in the easement areas, and, the intended completion and initialization of the sanitary sewer lift station is expected prior to December 31, 2007.

**RECOMMENDATION**

Approve the easement documents and direct staff to proceed with the recordation.

## EASEMENTS FOR PUBLIC ROAD AND UTILITY CROSSINGS

THESE EASEMENTS FOR PUBLIC ROAD AND UTILITY CROSSINGS ("Easements") are made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2007 ("Effective Date"), by and between the **NORTH IDAHO CENTENNIAL TRAIL FOUNDATION, INC.**, an Idaho non-profit corporation ("Grantor"), and the **CITY OF COEUR d' ALENE**, an Idaho municipal corporation ("Grantee"):

- A. Grantor owns or controls certain real property situated in Coeur d'Alene, County of Kootenai, State of Idaho, formerly known as the Union Pacific Railroad right of way ("Premises") and has the authority to grant easements across the Premises.
- B. Grantee has requested that Grantor grant to Grantee easements as depicted in **Exhibit A**, attached hereto and made a part hereof ("Easements") over the Premises for the Easement Purpose (as defined below).
- C. Grantor has agreed to grant Grantee such Easements, subject to the terms and conditions set forth in this document.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Section 1**      **Granting of Easements.**

**1.1**      **Easement Purpose.** The "Easement Purpose" shall be for the purpose of constructing, maintaining and operating three public, at-grade road crossings and four sub-grade crossings for public utilities across Grantor's premises. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "Improvements" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of the Easements.

**1.2**      **Grant.** Grantor does hereby grant unto Grantee non-exclusive Easements over the Premises in the locations depicted on Exhibit A for the Easement Purpose and for no other purpose. The Easements are granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all Laws (as hereinafter defined), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

**1.3**      **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character upon, over, under or across the Easement areas;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks, trails or additional facilities or structures upon, over, under or across the Easement areas; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Easement areas by Grantee for the Easement Purpose;

Provided further, that no work will be done within the Easement areas without first obtaining an encroachment permit and complying with all of Grantee's requirements applicable to working in public right of ways, and in addition, supplying as-built drawing to Grantee.

**1.4 Term of Easement.** The term of the Easement shall be perpetual.

**Section 2 No Warranty of Any Conditions of the Premises.** GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's property with knowledge of its physical condition and the danger inherent in future rail operations on or near the Premises.

**Section 3 Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

**Section 4 Plans and Specifications for Improvements.** If Grantee desires to construct any Improvements within the Easements, Grantee shall submit to Grantor for its review information concerning the design, location and configuration of such Improvements ("Plans and Specifications").

**Section 5 Improvements.**

**5.1 Construction of Improvements:** Grantee, and Grantee's Contractors, at Grantee's sole cost and expense, shall locate, configure, construct and maintain the Improvements: (i) in a good and workmanlike manner and in strict accordance with the Plans and Specifications (ii) in conformance with all applicable engineering, safety and other Laws, (iii) in accordance with the highest accepted industry standards of care, skill and diligence, and (iv) in such a manner as shall not adversely affect the structural integrity or maintenance of the Premises, any structures on or near the Premises, or any lateral support of structures adjacent to or in the proximity of the Premises. Grantee shall provide as built drawings of all Improvements to Grantor promptly upon completion of construction.

**5.2 Maintenance of Improvements.** Grantee shall at all times during the term of the Easements , at Grantee's sole cost and expense, keep and maintain the Improvements located upon the Premises in a structurally safe and sound condition, in good repair and in compliance with the Plans and Specifications and the Easements. Grantee shall also promptly repair any damage to the Premises or the Improvements caused, either in whole or in part, by Grantee Parties. Grantee shall not cause or permit another person to cause any damage to the Premises or the Improvements, and Grantee shall be responsible for any such damage which may occur as a result of any Grantee Party's action or inaction. Grantee shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials on the Easement areas and shall keep the Easement areas in a clean and safe condition. Grantee shall keep the Easement areas free and clear from combustible materials and cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on the Easement areas , said work of cutting and removal to be done at such times and with such frequency as to comply with local Laws and regulations and abate any and all hazard of fire. Grantor shall have no obligation whatsoever, monetary or non-monetary, to maintain the Improvements in the Easement areas .

**5.3 No Interference.** During the construction of, and any subsequent maintenance performed on, operation of, or removal of, all or any portion of the Improvements, Grantee, at Grantee's sole cost, shall perform all activities and work on or near Grantor's Premises in such a manner as to

preclude injury to persons or damage to the property of Grantor, or any party on or with property on Grantor's Premises, and shall ensure that there is no interference with the railroad operations or other activities of Grantor, or anyone present on Grantor's Premises with the authority or permission of Grantor. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, licensees, license beneficiaries or lien holders, if any, or interfere with the use of such improvements.

**5.4 No Alterations.** If Grantee changes either the location of any of the Improvements or any other aspect of the Plans and Specifications of any of the Improvements, Grantee shall submit such change and modified Plans and Specifications to Grantor in writing.

**5.5 Approvals: Compliance with Laws and Safety Rules.**

- (a) Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required approvals or authorizations from applicable governmental authorities.
- (b) Prior to entering the Premises, and at all times during the term of the Easements, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "Grantee's Contractors"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (collectively, "Laws").

**5.6 Other Improvements.** In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"). Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor's Premises to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

**5.7 No Unauthorized Tests or Digging.** Grantee, and Grantee's Contractors, must not conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on Grantor's Premises, except after Grantee has obtained written approval from Grantor, and then only in strict accordance with the terms and any conditions of such approval.

**5.8 Drainage of Premises and Property.** Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained by Grantee in such manner, as will provide adequate drainage of and from the Premises and Grantor's adjoining right of way; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from the Premises and Grantor's adjoining right of way, Grantee shall construct and maintain such culverts or drains within the Premises as may be requisite to preserve such natural and preexisting drainage. Grantee shall wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve flowage of drainage or other waters, and/or material and workmanship equally as good as those now existing.

**5.9 Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasigovernmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Easements. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 6 Indemnification.**

**6.1** TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL AND SHALL CAUSE GRANTEE'S CONTRACTORS TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY, "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THE EASEMENTS, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL PROVISIONS,
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THE EASEMENTS,
- (iii) OCCUPATION AND USE OF THE PREMISES BY GRANTEE'S OR GRANTEE'S OFFICERS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER (INDIVIDUALLY, A "GRANTEE PARTY," AND COLLECTIVELY, "GRANTEE PARTIES"),
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY GRANTEE PARTIES, OR
- (v) ANY ACT OR OMISSION OF GRANTEE PARTIES,

**Section 7 Environmental.**

**7.1 Compliance with Environmental Laws.** Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises.

**Section 8 Grantor's Trail Use and Responsibilities**

(i) Grantor intends to create a pedestrian and bicycle trail that will cross the Easements. Grantor agrees that any such trail will be constructed in such a manner so that the grade of the trail will match the grade of Grantee's improvements on the Easements. Any modifications to the grade of Grantee's improvements will be done at Grantor's cost and with approval of Grantee.

(ii) Grantee shall be responsible for the purchase, installation and maintenance of suitable warning devices at all trail crossings.

**Section 9** **Notices**. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: North Idaho Centennial Trail Foundation  
105 N. First St.  
Coeur d'Alene, ID 83815

If to Grantee: City Clerk, City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814

**Section 10** **Miscellaneous**.

**10.1** All questions concerning the interpretation or application of provisions of the Easements shall be decided according to the substantive Laws of the State of Idaho without regard to conflicts of law provisions.

**10.2** This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

**10.3** If any action at law or in equity is necessary to enforce or interpret the terms of the Easements, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

**10.4** If any provision of the Easements is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and the Easements will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of the Easements a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

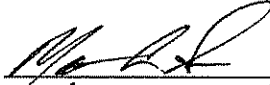
**10.5** The Easements are the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

**10.6** Time is of the essence for the performance of the Easements.

Witness the execution of these Easements of the date first set forth above.

**GRANTOR:**

**NORTH IDAHO CENTENNIAL TRAIL FOUNDATION,  
INC.**

By:   
Name: MATTHEW L. SNOW  
Title: CHAIRMAN

**GRANTEE:**

**CITY OF COEUR D'ALENE**

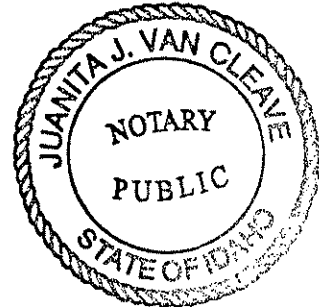
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 7<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared **Matthew Snow**, known to me to be the Chairman, of the North Idaho Centennial Trail Foundation, Inc., and the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that said Corporation executed the same.

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

Juanita J. Van Cleave  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires: 11/27/08



STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, 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 that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

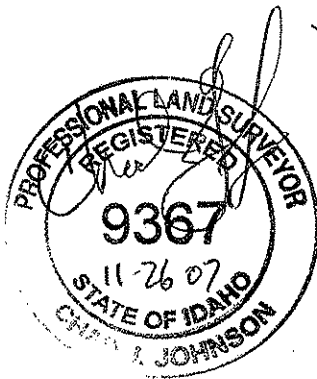
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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



# RAILROAD CROSSING EASEMENT EXHIBIT "A"

LINE TABLE		
LINE	LENGTH	BEARING
L11	110.86	N13°01'13"E
L12	66.52	S51°24'30"E
L13	110.86	S13°01'13"W
L14	66.52	N51°24'30"W



WEST QUARTER CORNER  
FND CAP MARKED PELS  
3390 PER CP&F 975684

1282.32'

S88°56'16"E 2639.67'

1297.33'

CENTER QUARTER CORNER  
FND 2" BRASS CAP MARKED  
PLS 4182 PER CP&F 1790756

S39°51'17"E 2385.21'

SPOKANE INTERNATIONAL RAILROAD  
(CENTENNIAL TRAIL)

ISSUE DATE: 11-21-07      DRAWN BY: eab  
 PROJ. #      04-226-3      SCALE:      N.T.S.  
 DWG FILE:      \*-sewer easement exhibit.dwg

SHEET TITLE:  
 PTN OF SOUTH 1/2 OF SEC. 28,  
 T51N, R4W, B.M., CITY OF COEUR D'  
 ALENE, KOOTENAI COUNTY, IDAHO



ENGINEERS • SURVEYORS • PLANNERS  
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854  
 PHONE (208) 773-8370      www.incnorthwest.com      FAX (208) 777-2128

RR CROSSING  
LEGAL DESCRIPTION

A strip of land, sixty feet in width, for the purpose of installation, maintenance and operation of an underground gravity sewer line, over under and across a portion of Spokane International Railroad (Centennial Trail) right of way, located in the South half of Section 28, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the West Quarter corner of said Section 28, per CP&F 975684; Thence, S39°51'47"E a distance of 2385.21 feet to a point, on the Westerly right of way of said Railroad, said point being the **True Point of Beginning** for this description.

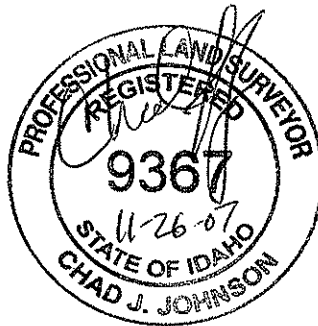
Thence, leaving said Westerly right of way, N13°01'13"E a distance of 110.86 feet to a point on the Easterly right of way of said Railroad;

Thence, along said Easterly right of way, S51°24'30"E a distance of 66.52 feet to a point;

Thence, leaving said Easterly right of way, S13°01'13"W a distance of 110.86 feet to a point on the Westerly right of way of said Railroad;

Thence, along said Westerly right of way, N51°24'30"W a distance of 66.52 feet to the **True Point of Beginning** for this description.

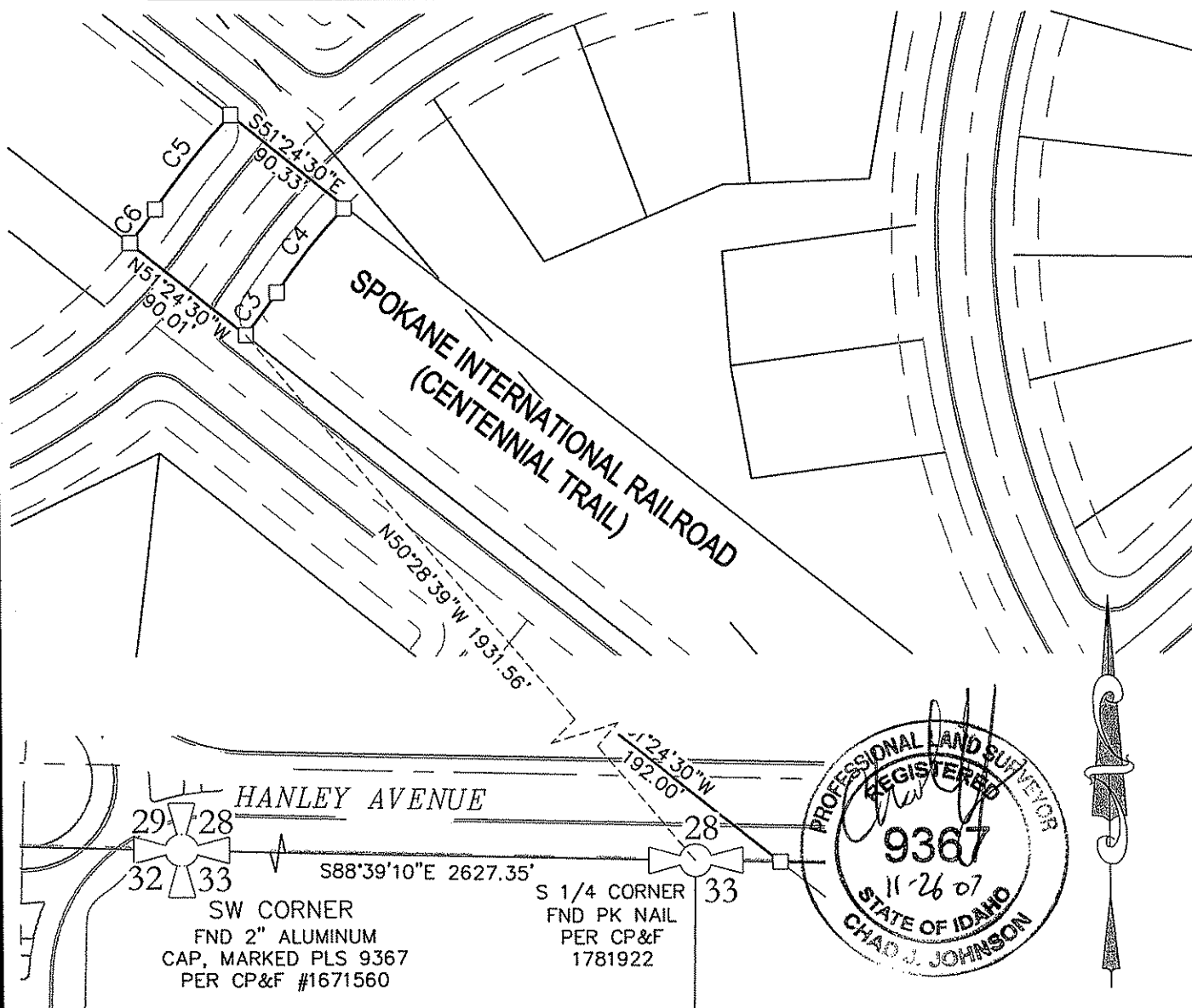
Said parcel containing 6,652 sq. ft. of land, more or less.



# EXHIBIT

## CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C3	32.41	395.00	32.40	16.21	S36°48'55"W	4°42'02"
C4	67.70	405.00	67.62	33.93	S39°15'14"W	9°34'40"
C5	74.17	495.00	74.10	37.15	N38°45'26"E	8°35'04"
C6	25.92	305.00	25.92	12.97	N36°53'59"E	4°52'12"



ISSUE DATE: 11-21-07	DRAWN BY: eab
PROJ. # 04-226	SCALE: 1"=100'
DWG FILE: 04-226-crossing-exhibit.dwg	

SHEET TITLE:

X  
Y  
Z



ENGINEERS • SURVEYORS • PLANNERS  
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854  
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

RR CROSSING  
LEGAL DESCRIPTION

A parcel of land for roadway, drainage and utilities, over under and across a portion of Spokane International Railroad (Centennial Trail), right of way, located in Section 28, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the South Quarter corner of said Section 28, monumented by a PK nail, per CP&F 1781922 from which the Southwest corner of said Section 28 bears, N88°39'10"W a distance of 2927.35 feet, monumented by a 2 in. aluminum cap, marked PLS 9367 per CP&F 1671560; Thence, leaving said Section line from the commencement point, N50°28'39"W a distance of 1931.56 feet to a point on the Westerly right of way of said Railroad, said point being the **True Point of Beginning** for this description.

Thence, along said Westerly right of way, N51° 24'30"W a distance of 90.01 feet to a point;

Thence, leaving said Westerly right of way, along a non-tangent curve to the left, with a radius of 305.00 feet, an arc length of 25.92 feet, a delta of 04°52'12" and a chord bearing and distance of N36°53'59"E, 25.92 feet to a point;

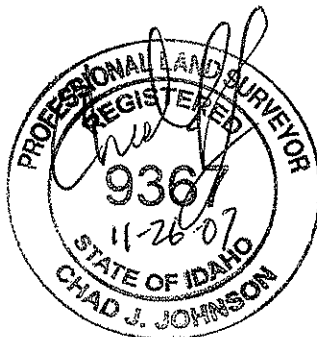
Thence along a reverse curve to the right, with a radius of 495.00 feet, an arc length of 74.17 feet, a delta of 08°35'04" and a chord bearing and distance of N38°45'26"E, 74.10 feet to a point on the Easterly right of way of said Railroad;

Thence, along said Easterly right of way, S51°24'30"E a distance of 90.33 feet to a point;

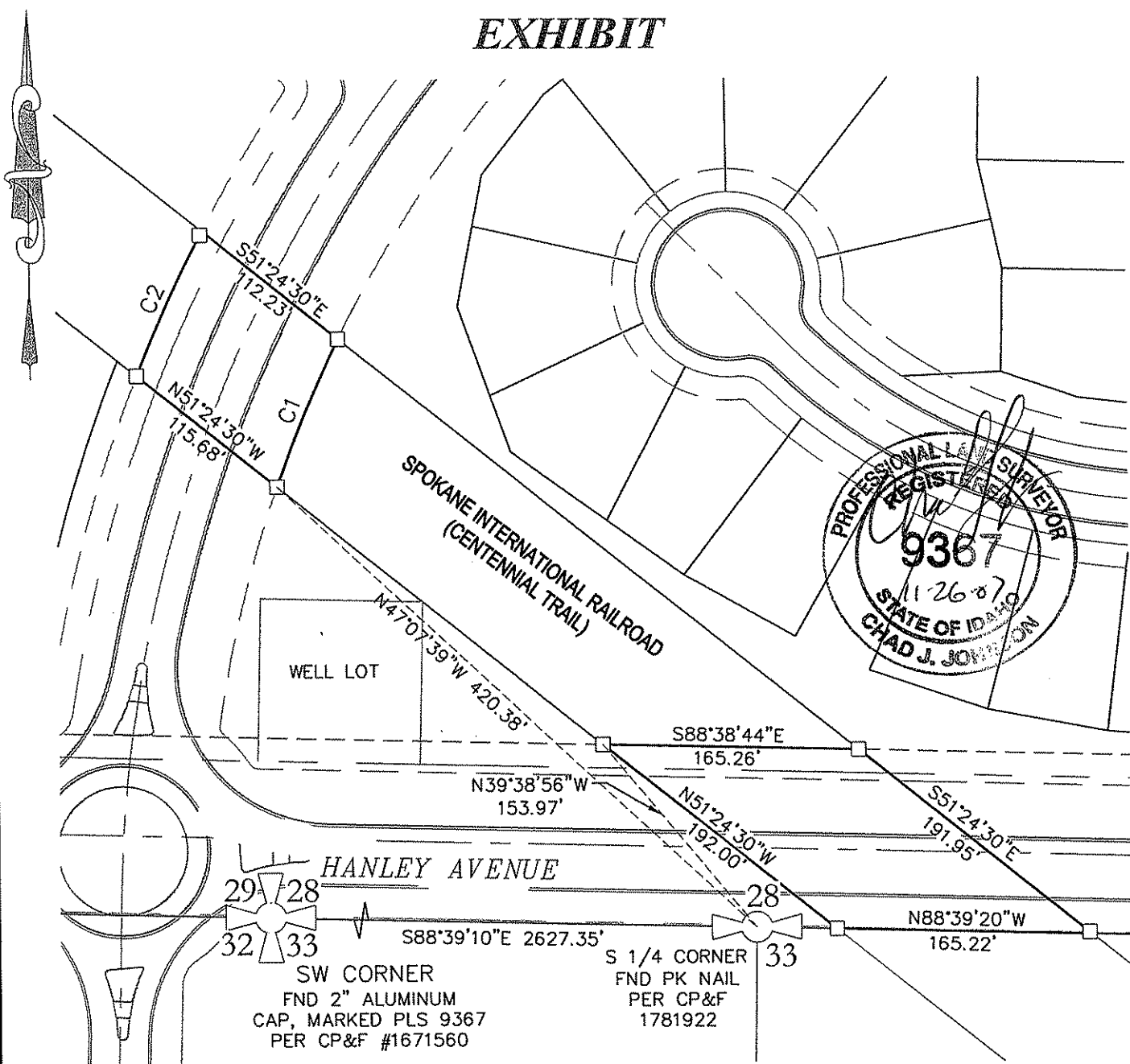
Thence, leaving said Easterly right of way, along a non-tangent curve to the left, with a radius of 405.00 feet, an arc length of 67.70 feet, a delta of 09°34'40" and a chord bearing and distance of S39°15'14"W, 67.62 feet to a point;

Thence along a reverse curve to the right, with a radius of 395.00 feet, an arc length of 32.41 feet, a delta of 04°42'02" and a chord bearing and distance of S36°48'55"W, 32.40 feet to the **True Point of Beginning**.

Said parcel containing 0.207 acres of land, more or less.



# EXHIBIT



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	103.93	845.00	103.87	52.03	S22°54'22"W	7°02'50"
C2	103.04	955.00	102.99	51.57	N24°45'27"E	6°10'54"

ISSUE DATE: 11-21-07      DRAWN BY: eab  
 PROJ. #      04-226      SCALE: 1"=100'  
 DWG FILE:      04-226-crossing-exhibit.dwg

SHEET TITLE:  
 X  
 Y  
 Z



**ENGINEERS • SURVEYORS • PLANNERS**  
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854  
 PHONE (208) 773-8370      www.incnorthwest.com      FAX (208) 777-2128

RR CROSSING  
LEGAL DESCRIPTION

A parcel of land for roadway, drainage and utilities, over under and across a portion of Spokane International Railroad (Centennial Trail), right of way, located in Section 28, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the South Quarter corner of said Section 28, monumented by a PK nail, per CP&F 1781922 from which the Southwest corner of said Section 28 bears, N88°39'10"W a distance of 2927.35 feet, monumented by a 2 in. aluminum cap, marked PLS 9367 per CP&F 1671560; Thence, leaving said Section line from the commencement point, N47°07'39"W a distance of 420.38 feet to a point on the Westerly right of way of said Railroad, said point being the **True Point of Beginning** for this description.

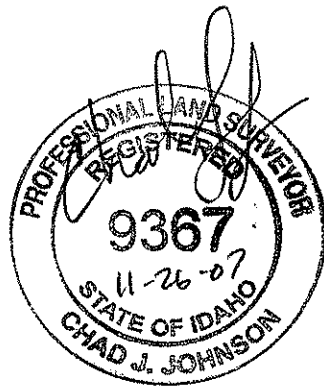
Thence, along said Westerly right of way, N51° 24'30"W a distance of 115.68 feet to a point;

Thence, leaving said right of way, along a non-tangent curve to the right, with a radius of 955.00 feet, an arc length of 103.04 feet, a delta of 06°10'54" and a chord bearing and distance of N24°45'27"E, 102.99 feet to a point on the Easterly right of way of said Railroad;

Thence, along said Easterly right of way, S51°24'30"E a distance of 112.23 feet to a point;

Thence, leaving said Easterly right of way, along a non-tangent curve to the left, with a radius of 845.00 feet, an arc length of 103.93 feet, a delta of 07°02'50" and a chord bearing and distance of S22°54'22"W, 103.87 feet to the **True Point of Beginning**.

Said parcel containing 0.261 acres of land, more or less.



RR CROSSING  
LEGAL DESCRIPTION

A parcel of land for roadway, drainage and utilities, over under and across a portion of Spokane International Railroad (Centennial Trail), right of way, located in Section 28, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the South Quarter corner of said Section 28, monumented by a PK nail, per CP&F 1781922 from which the Southwest corner of said Section 28 bears, N88°39'10"W a distance of 2927.35 feet, monumented by a 2 in. aluminum cap, marked PLS 9367 per CP&F 1671560; Thence, leaving said Section line from the commencement point, N39°38'56"W a distance of 153.97 feet to a point on the Westerly right of way of said Railroad, said point being the **True Point of Beginning** for this description.

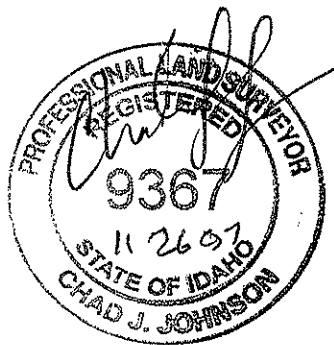
Thence, S88° 38'44"E a distance of 165.26 feet to a point, on the Easterly right of way, of said Railroad;

Thence, along said Easterly right of way, S51°24'30"E a distance of 191.95 feet to a point;

Thence, leaving said right of way, N88°39'20"W a distance of 165.22 feet to a point, on said Westerly right of way;

Thence, along said Westerly right of way, N51°24'30"W a distance of 192.00 feet to the **True Point of Beginning**.

Said parcel containing 0.441 acres of land, more or less.



## NON-EXCLUSIVE PIPELINE EASEMENT

The **North Idaho Centennial Trail Foundation, Inc.**, an Idaho non-profit corporation, hereinafter the "Grantor" for valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant to the **City of Coeur d'Alene**, an Idaho municipal corporation, hereinafter the "Grantee", the following:

An easement for the purpose of excavating, installing, replacing, maintaining and using one force main sewer pipeline and related appurtenances for conveying wastewater, hereinafter collectively referred to as the "Pipeline", said easement being generally described as follows:

A 20 foot wide strip of land, consisting of 10 feet on either side of the center line of the Pipeline, said easement being more particularly described in Exhibit A attached.

The Grantor further grants to Grantee the right of ingress and egress to and from the premises containing the Easement described above by means of any roads and trails on Grantor's premises containing the Easement, or otherwise by such route or routes as shall cause the least practicable damage and inconvenience to Grantor.

Grantee shall have the further right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement for the purpose of accessing the Pipeline.

Grantee shall also have the right to mark the Easement area by suitable markers, but said markers shall not interfere with Grantor's use of the Easement area.

Grantor reserves the right to use the Easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that the Grantor shall not erect or construct any building or drill or operate any well on said Easement area or raise or lower the ground surface elevations or grant any conflicting rights that would impair Grantee's use of the Easement area. Grantor shall notify Grantee of any additional proposed use of the property included in the Easement area.

The term of the Easement shall be perpetual.

To the fullest extent allowed by law, Grantee shall indemnify Grantor from any and all claims arising from Grantee's use of Grantor's property.

Construction, use and maintenance of the Pipeline and the Easement area shall be done in a workmanlike manner and shall be done in a manner that will not impair the future use of Grantor's property for trail or railroad operations. Grantee shall take all reasonable actions to protect fiber optic cable systems and utilities that may exist on Grantor's property. Grantor will

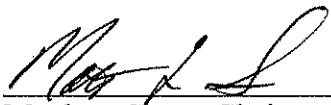


require as-built drawings for all fiber optic cable systems and utilities that are placed on Grantor's property, and that they be provided to Grantee.

Assignment of this Easement to any other party requires the written consent of the Grantor.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the dates indicated.

**NORTH IDAHO CENTENNIAL TRAIL FOUNDATION, INC.**



\_\_\_\_\_  
Matthew Snow, Chairman

**CITY OF COEUR D'ALENE**

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

**ATTEST**

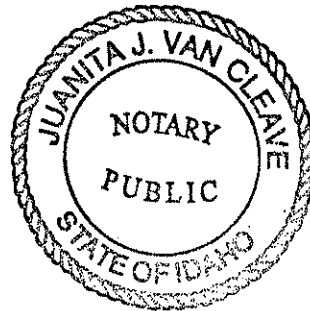
\_\_\_\_\_  
Susan Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 7<sup>th</sup> day of December, 2007, before me, a Notary Public, personally appeared **Matthew Snow**, known to me to be the Chairman, of the North Idaho Centennial Trail Foundation, Inc., and the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that said Corporation executed the same.

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

Juanita J. Van Cleave  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires: 11/27/08



STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, 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 that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

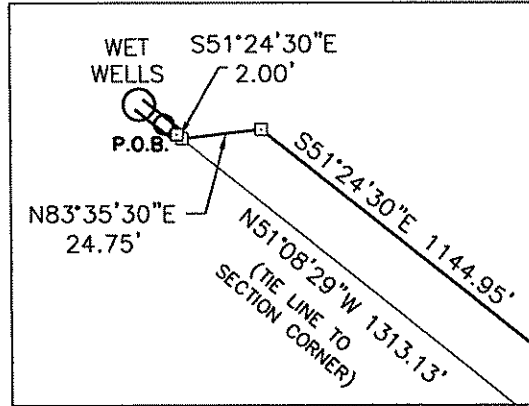
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

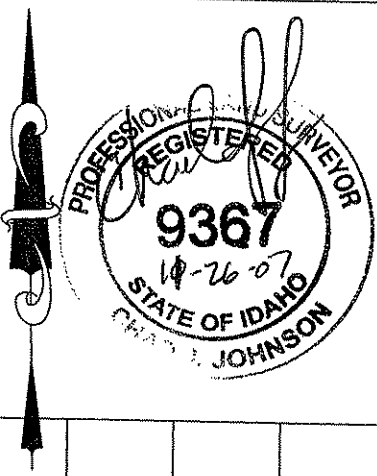
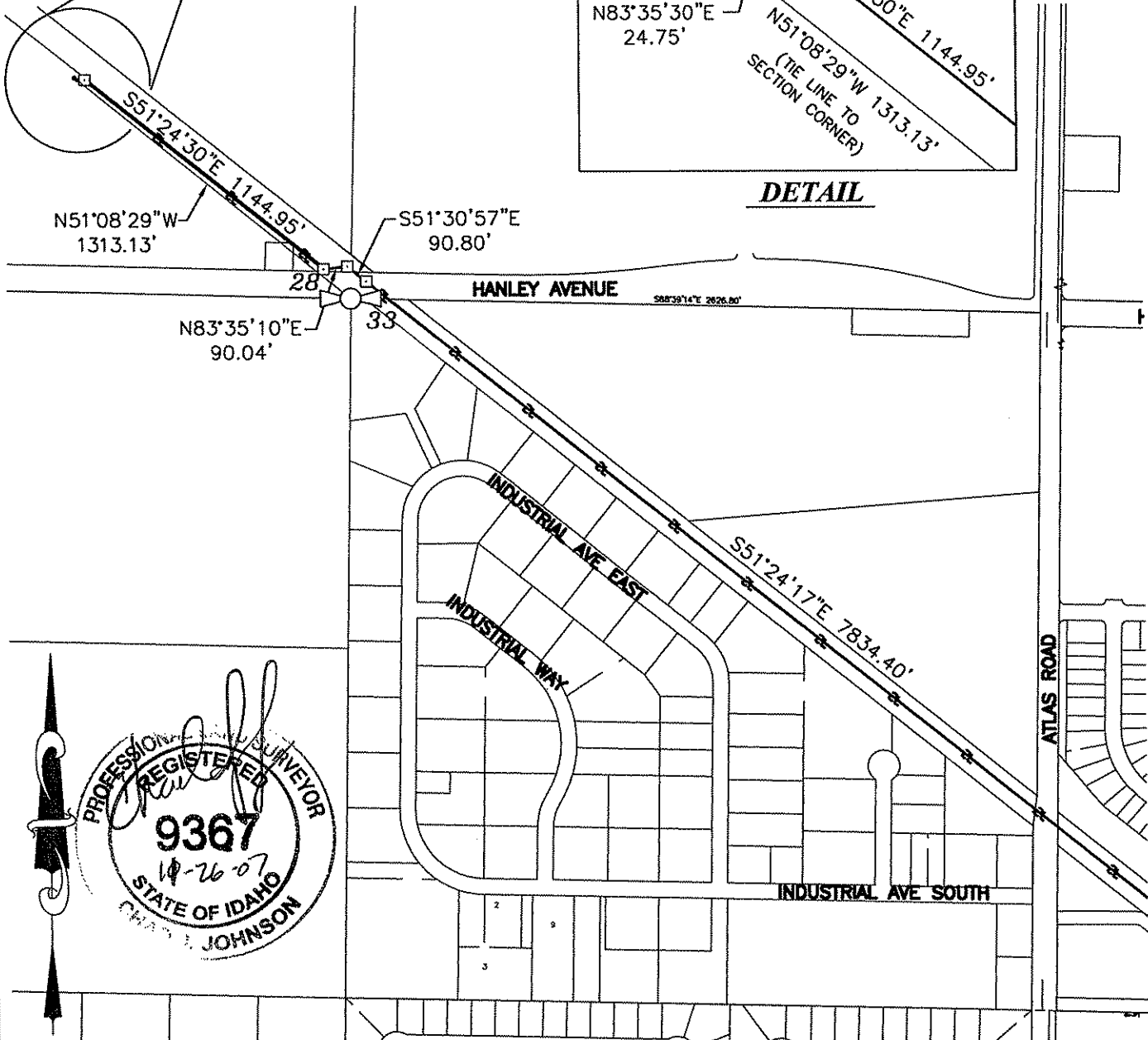
# EXHIBIT "A"

SHEET  
1 OF 4

SEE  
DETAIL



DETAIL

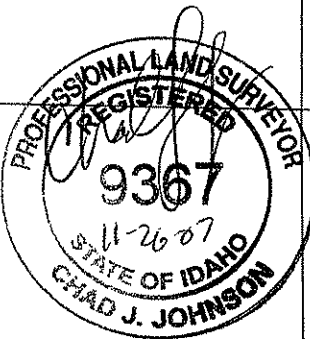
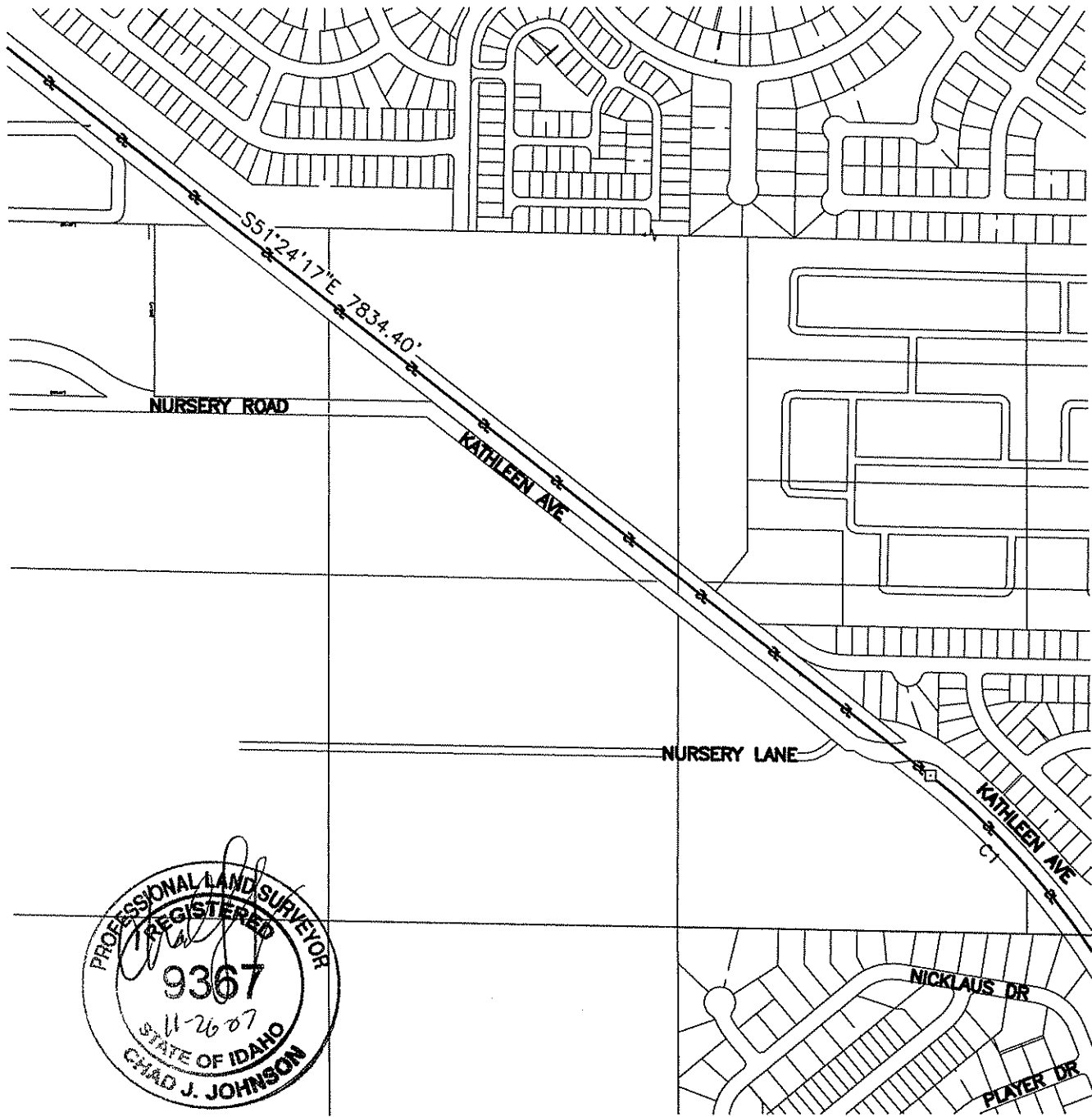


ISSUE DATE: 11-19-07	DRAWN BY: EAB
PROJ. # 07-230	SCALE: 1"=600'
DWG FILE: FORCEMAIN.DWG	

SHEET TITLE:  
**LOCATED IN SECTIONS 28,34,33 AND 3,  
TOWNSHIP 51 NORTH, RANGE 4 WEST  
BOISE MERIDIAN, CITY OF CDA,  
KOOTENAI COUNTY, IDAHO**

**INCA**  
INLAND NORTHWEST CONSULTANTS  
ENGINEERS • SURVEYORS • PLANNERS  
1296 Polston Avenue, Suite B, Post Falls, Idaho 83854  
PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

**EXHIBIT**



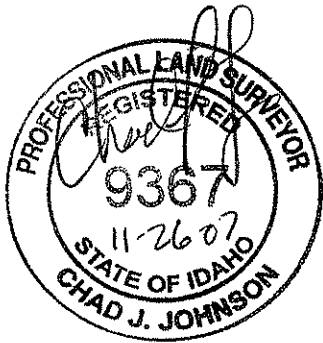
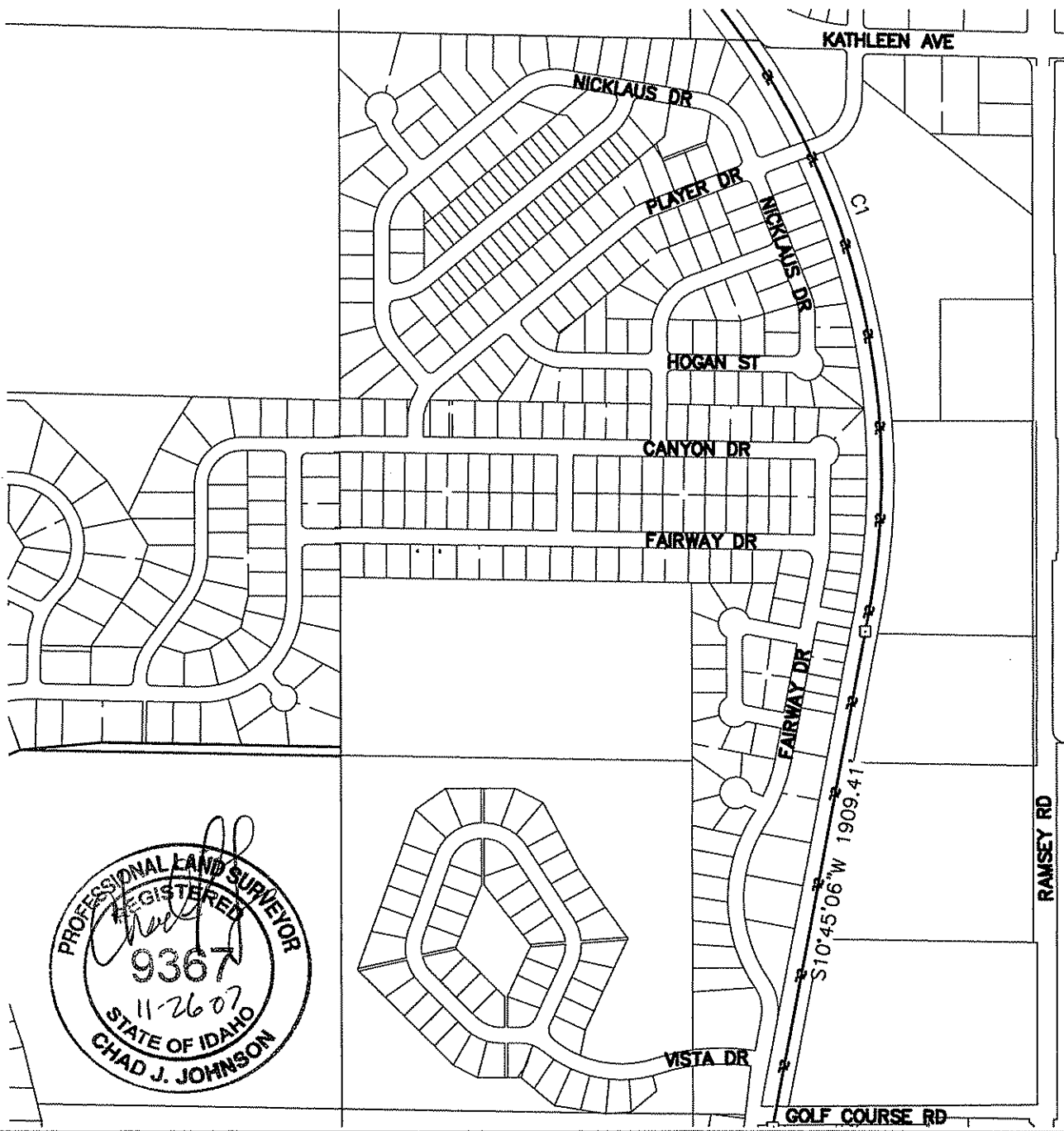
ISSUE DATE: 11-19-07	DRAWN BY: EAB
PROJ. # 07-230	SCALE: 1"=600'
DWG FILE: FORCEMAIN.DWG	

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# EXHIBIT



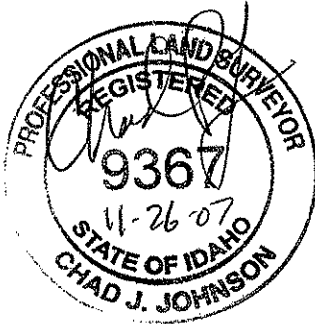
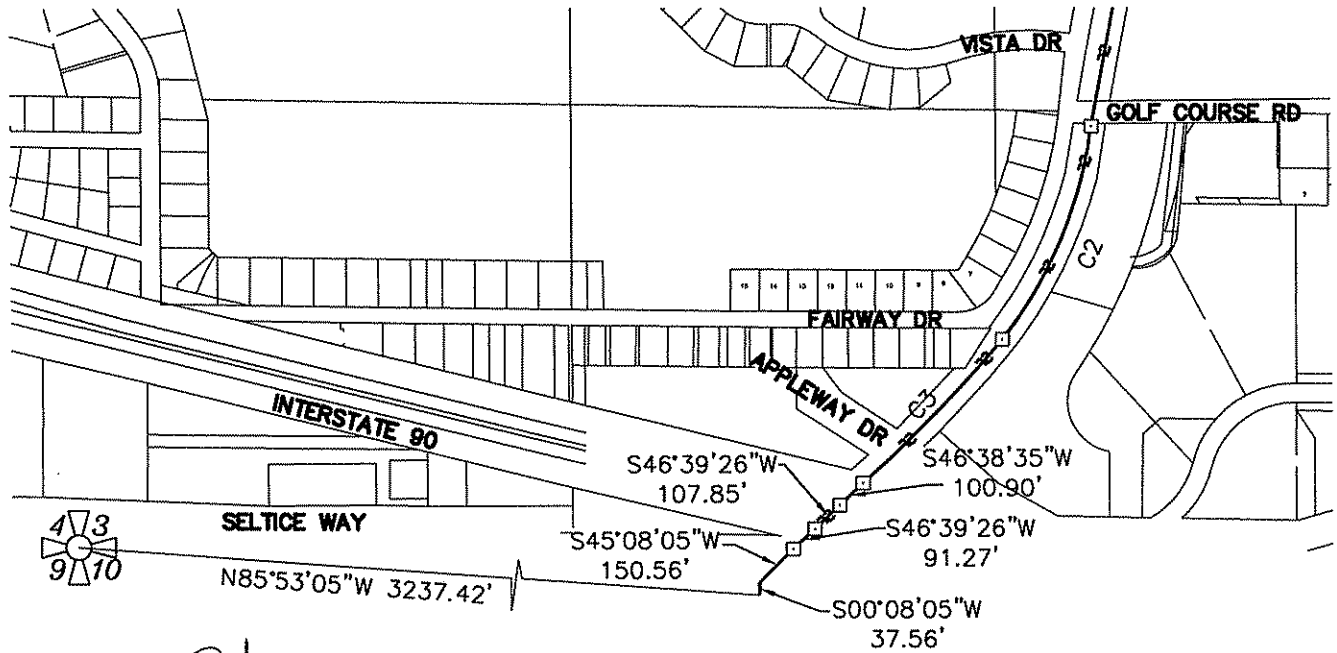
ISSUE DATE: 11-19-07	DRAWN BY: EAB
PROJ. # 07-230	SCALE: 1"=600'
DWG FILE: FORCEMAIN.DWG	

SHEET TITLE:  
**LOCATED IN SECTIONS 28,34,33 AND 3,  
 TOWNSHIP 51 NORTH, RANGE 4 WEST  
 BOISE MERIDIAN, CITY OF CDA,  
 KOOTENAI COUNTY, IDAHO**



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 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

# EXHIBIT



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	3175.18	2867.99	3015.49	1772.44	S19°34'28\"E	63°25'58\"
C2	730.89	1361.23	722.14	374.48	S22°56'40\"W	30°45'50\"
C3	627.22	4396.57	626.69	314.14	S44°22'50\"W	8°10'26\"



ISSUE DATE: 11-19-07      DRAWN BY: EAB  
 PROJ. #      07-230      SCALE: 1"=600'  
 DWG FILE:      FORCEMAIN.DWG

SHEET TITLE:  
**LOCATED IN SECTIONS 28,34,33 AND 3,  
 TOWNSHIP 51 NORTH, RANGE 4 WEST  
 BOISE MERIDIAN, CITY OF CDA,  
 KOOTENAI COUNTY, IDAHO**



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 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854  
 PHONE (208) 773-8370      www.incnorthwest.com      FAX (208) 777-2128

ATTACHMENT "C"  
LEGAL DESCRIPTION

An easement, twenty feet in width, for the purpose of installation, maintenance and operation of an underground sewer line, over under and across portions of Sections 28,34,33 and 3, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the South Quarter corner of said Section 28, monumented by a PK nail, per CP&F 1781922 from which the Southwest corner of said Section 28 bears, N88°39'10"W a distance of 2927.35 feet, monumented by a 2 in. aluminum cap, marked PLS 9367 per CP&F 1671560; Thence, leaving said Section line from the commencement point, N51°08'29"W a distance of 1313.13 feet to a point, said point being the centerline of said twenty foot easement, said point also being the **True Point of Beginning** for this description.

Thence along said centerline the following fifteen courses:

- 1) S51° 24'30"E a distance of 2.00 feet to a point; Thence,
- 2) N83°35'30"E a distance of 24.75 feet to a point; Thence,
- 3) S51°24'30"E a distance of 1144.95 feet to a point; Thence,
- 4) N83°35'10"E a distance of 90.04 feet to a point; Thence,
- 5) S51°30'57"E a distance of 90.80 feet to a point; Thence,
- 6) S51°24'17"E a distance of 7834.40 feet to a point; Thence,
- 7) Along a curve to the RIGHT with a radius of 2867.99 feet, an arc length of 3175.18 feet and a delta angle of 63°25'58" with a chord bearing and distance of S19°34'28"E, 3015.49 feet to a point; Thence,
- 8) S10°45'06"W a distance of 1909.41 feet to a point; Thence,
- 9) Along a curve to the RIGHT with a radius of 1361.23 feet, an arc length of 730.89 feet and a delta angle of 30°45'50" with a chord bearing and distance of S22°56'40"W, 722.14 feet to a point; Thence,
- 10) Along a non-tangent curve to the RIGHT with a radius of 4396.57 feet, an arc length of 627.22 feet and a delta angle of 08°10'26" with a chord bearing and distance of S44°22'50"E, 626.69 feet to a point; Thence,
- 11) S46°38'35"W a distance of 100.90 feet to a point; Thence,
- 12) S46°39'26"W a distance of 107.85 feet to a point; Thence,

- 13) S46°39'26"W a distance of 91.27 feet to a point; Thence,
- 14) S45°08'05"W a distance of 150.56 feet to a point; Thence,
- 15) S00°08'05"W a distance of 37.56 feet to a point, said point being the **Terminus** point for this description, from which the Southwest corner of Section 3, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, bears N85°53'05"W a distance of 3237.42 feet, monumented by a 2 ½ in. aluminum cap, marked PLS 5573, per CP&F 1259225.





**MEMORANDUM OF SALE AGREEMENT**

The North Idaho Centennial Trail Foundation, an Idaho non-profit corporation, hereinafter the "Grantor" for valuable consideration, does hereby grant to the City of Coeur d'Alene, hereinafter the "Grantee", three permanent at-grade road crossing and four sub-grade public utility easements across its property, formerly known as the Union Pacific Railroad right of way, in the Hawk's Nest subdivision, subject to the following conditions and agreements:

**DELIVERY OF EASEMENTS:** Grantor agrees to timely produce and deliver recordable easements to Grantee. Grantor and Grantee acknowledge that \$250,000.00 in funding for the purchase of the easements was deposited with the Grantee by Hayden LLC pursuant to the terms of the Hawk's Nest Annexation Agreement, and that payment of these funds to Grantor by Grantee will occur as soon as possible after delivery of the easements to Grantee and appropriate approvals. Grantor and Grantee acknowledge and agree that Grantor shall receive the balance remaining from the \$250,000.00 after the Grantee has paid the costs for purchasing and installing all necessary traffic control devices and signage at all Prairie Trail road crossings.

**TERM:** The easements are permanent easements.

**EASEMENTS AND PRAIRIE TRAIL CONSTRUCTION:** Grantor will be constructing a paved pedestrian and bicycle trail (Prairie Trail) that will cross the easements. Grantor agrees that it will pay for the purchase and installation of all traffic control devices and signage for the trail crossings and that it will not change the grade level of the crossings without Grantee's approval.

**CONSTRUCTION:** All construction on the easement areas property shall be done in a workmanlike manner and shall be done in a manner that will not impair the future use of Grantor's right of way for railroad operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated.

**NORTH IDAHO CENTENNIAL TRAIL FOUNDATION**

  
\_\_\_\_\_  
Matthew Snow, Chairman

Date: 12-7-07

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
Troy Tymesen, Finance Director

Date: \_\_\_\_\_



## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Hayden, LLC, whose address is 1400 Northwood Center Court, Suite 200, the **GRANTOR/S**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached "Exhibits A & B"

The GRANTORS further agree to keep the easement clear of all buildings, structures, and other obstructions. The GRANTORS agree that all underground facilities installed by or for the GRANTEE shall remain the property of the GRANTEE, removable by the GRANTEE at its option.

Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the GRANTOR shall repair and restore them to their original condition at the expense of the GRANTOR.

The GRANTOR also agrees, to the extent that if the public utilities consist of grassy swales, that the GRANTOR shall be responsible for the maintenance of the same, including weed and grass control.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the GRANTEES and GRANTORS heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

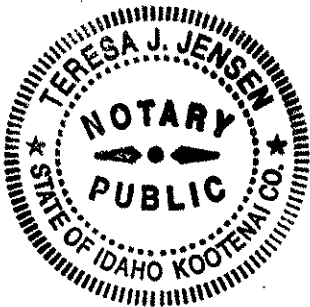
IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed, this 6<sup>th</sup> day of December, 2007.

Jim A. Mueller  
Grantor

STATE OF IDAHO            )  
  ) SS  
COUNTY OF Kootenai    )

On this 6<sup>th</sup> day of December 2007, before me a Notary Public, personally appeared Tim Mueller, known or identified to me to be the individual/s who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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



Teresa J. Jensen  
Notary Public for the State of Idaho  
Residing at: Kootenai  
My Commission Expires: 8/20/2010

## **EXHIBIT "A"**

### **Sewer Easement**

A strip of land, sixty feet in width, for the purpose of installation, maintenance and operation of an underground gravity sewer line, over under and across a portion of the South half of Section 28, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the Center Quarter corner of said Section 28, monumented by a 2 inch brass cap marked PLS 4182 per CP&F 1790756 from which the West Quarter corner of said Section 28 bears, N88°56'16"W a distance of 2639.67 feet; Thence, along the North line of said South half, N88°56'16"W a distance of 1297.33 feet to a point, said point being the **True Point of Beginning** for this description.

Thence, leaving said North line, along a non-tangent curve to the left with a radius of 320.00 feet, an arc length of 217.36 feet and a delta of 38°55'05" with a chord that bears S19°55'53"E a distance of 213.21 feet to a point;

Thence, along a reverse curve to the right with a radius of 630.00 feet, an arc length of 293.63 feet and a delta of 26°42'14" with a chord that bears S26°02'18"E a distance of 290.98 feet to a point;

Thence, S12°41'11"E a distance of 413.91 feet to a point;

Thence, along a curve to the right with a radius of 530.00 feet, an arc length of 342.40 feet and a delta of 37°00'55" with a chord that bears S05°49'16"W a distance of 336.48 feet to a point;

Thence, along a reverse curve to the left with a radius of 470.00 feet, an arc length of 466.09 feet and a delta of 56°49'10" with a chord that bears S04°04'51"E a distance of 447.23 feet to a point;

Thence, S16°08'01"W a distance of 95.68 feet to a point on the Northerly right of way of the existing Spokane International Railroad or the Centennial Trail;

Thence, along said Northerly right of way, N51°24'30"W a distance of 64.92 feet to a point;

Thence, leaving said Northerly right of way, N16°08'01"E a distance of 44.75 feet to a point;

Thence, along a non-tangent curve to the right with a radius of 530.00 feet, an arc length of 497.84 feet and a delta of 53°49'07" with a chord that bears N02°34'50"W a distance of 479.73 feet to a point:

Thence, along a reverse curve to the left with a radius of 470.00 feet, an arc length of 303.64 feet and a delta of 37°00'55" with a chord that bears N05°49'16"E a distance of 298.39 feet to a point;

Thence, N12°41'11"W a distance of 413.91 feet to a point;

Thence, along a curve to the left with a radius of 570.00 feet, an arc length of 265.66 feet and a delta of 26°42'14" with a chord that bears N26°02'18"W a distance of 263.26 feet to a point;

Thence, along a reverse curve to the right with a radius of 380.00 feet, an arc length of 259.72 feet and a delta of 39°09'38" with a chord that bears N19°48'37"W a distance of 254.70 feet to a point on the North line of said South half of Section 28;

Thence, along said North line, S88°56'16"E a distance of 60.02 feet to the **True Point of Beginning** for this description.

Said strip containing 3,740 sq. ft. of land, more or less.

Together with:

A parcel of land, for the purpose of installation, maintenance and operation of an underground gravity sewer line, over under and across a portion of the South half of Section 28, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing** at the West Quarter corner of said Section 28, monumented by a cap marked PELS 3390 per CP&F 975684 from which the Center Quarter corner of said Section 28 bears, S88°56'16"E a distance of 2639.67 feet; Thence, S39°51'47"E a distance of 2385.21 feet to a point on the Southerly right of way of the existing Spokane International Railroad or the Centennial Trail, said point being the **True Point of Beginning** for this description.

Thence, along said Southerly right of way, S51°24'30"E a distance of 81.28 feet to a point;

Thence, leaving said Southerly right of way, S38°35'30"W a distance of 41.00 feet to a point;

Thence, N51°24'30"W a distance of 47.90 feet to a point;

Thence, N00°33'20"W a distance of 52.87 feet to the **True Point of Beginning** for this description.

Said parcel containing 223 sq. ft. of land, more or less.



# SEWER LINE EASEMENT EXHIBIT "B"

WEST QUARTER CORNER  
FND CAP MARKED PLS  
3390 PER CP&F 975684

1282.32' 588°56'16"E 2639.67'

1297.33'

CENTER QUARTER CORNER  
FND 2" BRASS CAP MARKED  
PLS 4182 PER CP&F 1780756

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.02	N88°56'16"W
L2	413.91	S12°41'11"E
L3	44.75	S16°08'01"W
L4	64.92	S51°24'30"E
L5	95.68	N16°08'01"E
L6	413.91	N12°41'11"W
L7	52.87	S00°33'20"E
L8	47.90	S51°24'30"E
L9	41.00	N38°35'30"E
L10	81.28	N51°24'30"W



CURVE TABLE						
CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	259.72	380.00	254.70	135.16	S19°48'37"E	39°09'38"
C2	265.66	570.00	263.26	135.29	N26°02'18"W	26°42'14"
C3	303.64	470.00	298.39	157.33	N05°49'16"E	37°00'55"
C4	497.84	530.00	479.73	268.99	S02°34'50"E	53°49'07"
C5	466.09	470.00	447.23	254.23	S04°04'51"E	56°49'10"
C6	342.40	530.00	336.48	177.41	N05°49'16"E	37°00'55"
C7	293.63	630.00	290.98	149.53	N26°02'18"W	26°42'14"
C8	217.56	320.00	213.21	113.06	S19°55'53"E	38°55'05"

ISSUE DATE: 10/12/07      DRAWN BY: sma  
 PROJ. #      04-226-3      SCALE:      N.T.S.  
 DWG FILE:      \*-sewer easement exhibit.dwg

SHEET TITLE:  
 PTN OF SOUTH 1/2 OF SEC. 28,  
 T51N, R4W, B.M., CITY OF COEUR D'  
 ALENE, KOOTENAI COUNTY, IDAHO



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 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854  
 PHONE (208) 773-8370      www.incnorthwest.com      FAX (208) 777-2128

## STAFF REPORT

To : City Council  
Date: December 18, 2007

Re: Request to Set Public Hearing for Amending Sign Fees

From: Sign Board Committee  
Kathy Lewis, Committee Liaison

---

This is a request to set a public hearing for February 5th, 2008 to recommend the adoption by the City Council of new fees for signs as recommended by the Sign Board of the City of Coeur d'Alene.

The request is to recommend a resolution establishing new fees and increased fees including the following:

1. Implement a double fee for a sign erected prior to obtaining a permit.
2. Increase the political sign fee from \$5.00 to \$25.00.
3. Implement a \$47.00 re-inspect fee when the building inspectors require a re-inspection because the sign hole does not meet the design submitted or the installer has requested an inspection and the hole is not ready. (This is the same fee the Building Dept. charges for re-inspections)



DATE: DECEMBER 12, 2007  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 15, 2008

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Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-4-07	Applicant: City of Coeur d'Alene Parks Department Request: Revise bicycle space standards	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **January 15, 2008.**

JS:ss

**GENERAL SERVICES  
STAFF REPORT**

**Date:** December 10, 2007  
**From:** Bill Greenwood, Parks Superintendent  
**SUBJECT:** **AUTHORIZE A SAILBOAT REGATTA AT INDEPENDENCE POINT**  
*(Council Action Required)*

---

**DECISION POINT:**

Authorize a sailboat regatta at Independence Point beach on January 12, 2008.

**HISTORY:**

There is no park history associated with this event.

**FINANCIAL ANALYSIS:**

There is no cost to the City. We do not foresee any expense other than staff time that may be required for monitoring which will be collected through the Park Facility Use Permit process. This event is free to the public with the sponsors supplying some prizes for the contestants.

**PERFORMANCE ANALYSIS:**

This event will consist of a small group of sailing enthusiasts who sail Hobie Island sail yaks, a small one person catamaran. They are calling this boating event the "Frozen Buns Hobie Regatta" and it will be held on January 12, 2008, from 8:00 am to 8:00 pm. They will also acquire approval for this event from the Marine Division of the Kootenai Sheriffs' Department.

**DECISION POINT/ RECOMMENDATION:**

Authorize a sailboat regatta at Independence Point beach on January 12, 2008.



# 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 10, 2007

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

---

### **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, 2007.

### **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 2006-07 was \$1,572,643

### **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, 2007.

**Annual Road and Street Financial Report**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:


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:	

**FOR THE FISCAL YEAR ENDING SEPTEMBER 30,   2007**

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	(\$6,797,881)
--	---------------

**RECEIPTS**

**LOCAL FUNDING SOURCES**

Line 2	Property tax levy (for roads, streets and bridges) . . . . .	
Line 3	Sale of assets . . . . .	
Line 4	Interest income . . . . .	96,089
Line 5	Fund transfers from non-highway accounts. . . . .	833,646
Line 6	Proceeds from sale of bonds (include LIDs) . . . . .	
Line 7	Proceeds from issue of notes (include loans) . . . . .	
Line 8	Local impact fees . . . . .	832,846
Line 9	Local option registration fee . . . . .	
Line 10	All other LOCAL receipts or transfers in. . . . .	4,094,549
<b>Line 11</b>	<b>Total Local Funding (sum lines 2 through 10). . . . .</b>	<b>\$5,857,130</b>

**STATE FUNDING SOURCES**

Line 12	Highway user revenue . . . . .	1,572,643
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>\$1,572,643</b>

**FEDERAL FUNDING SOURCES**


Line 18	National forest reserve apportion. . . . .	
Line 19	Critical bridge . . . . .	
Line 20	STP Rural . . . . .	
Line 21	STP Urban. . . . .	2,727
Line 22	All other FEDERAL receipts or transfers . . . . .	
<b>Line 23</b>	<b>Total Federal Funding (sum lines 18 through 22). . . . .</b>	<b>\$2,727</b>

<b>Line 24 TOTAL RECEIPTS (sum lines 11, 17, 23). . . . .</b>	<b>\$7,432,500</b>
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**DISBURSEMENTS**

<b>NEW CONSTRUCTION</b>		
Line 25	Roads . . . . .	1,805,225
Line 26	Bridges, culverts and storm drainage . . . . .	
Line 27	RR Crossing . . . . .	
Line 28	Other (specify - including salaries and benefits). . . . . traffic signal	255,681
<b>Line 29</b>	<b>Total New Construction (sum lines 25 through 28).</b> . . . . .	<b>\$2,060,906</b>
<b>RECONSTRUCTION/REPLACEMENT/REHABILITATION</b>		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade). . . . .	17,632
Line 31	Bridges, culverts and storm drainage . . . . .	706,218
Line 32	RR Crossing. . . . .	
Line 33	Other (specify - including salaries and benefits). . . . . ADA	141,929
<b>Line 34</b>	<b>Total Reconstruction/Replacement (sum lines 30 thro</b>	<b>\$865,779</b>
<b>ROUTINE MAINTENANCE</b>		
Line 35	Chip sealing or seal coating. . . . .	665,667
Line 36	Patching . . . . .	369,551
Line 37	Snow removal . . . . .	311,237
Line 38	Grading/blading . . . . .	51,195
Line 39	RR Crossing. . . . .	
Line 40	Other (specify - including salaries and benefits). . . . . signals & signs, drainage,bike paths	698,770
<b>Line 41</b>	<b>Total Routine Maintenance (sum lines 35 through 40)</b> . . . . .	<b>\$2,096,420</b>
<b>EQUIPMENT</b>		
Line 42	New equipment purchase - automotive, heavy, other. . . . .	271,792
Line 43	Equipment lease - Equipment purchase . . . . .	
Line 44	Equipment maintenance. . . . .	461,184
Line 45	Other (specify). . . . .	
<b>Line 46</b>	<b>Total Equipment (sum lines 42 through 45)</b> . . . . .	<b>\$732,976</b>
<b>ADMINISTRATION</b>		
<b>Line 47</b>	<b>Administrative salaries and expenses.</b> . . . . .	<b>\$241,677</b>
<b>OTHER</b>		
Line 48	Right-of-way and property purchases . . . . .	43,875
Line 49	Property leases . . . . .	
Line 50	Street lighting . . . . .	509,318
Line 51	Professional services - audit, clerical, and legal. . . . .	14,749
Line 52	Professional services - engineering. . . . .	60,594
Line 53	Interest - bond (include LIDs). . . . .	167,791
Line 54	Interest - notes (include loans). . . . .	
Line 55	Redemption - bond (include LIDs) . . . . .	1,048,817
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>\$1,845,144</b>
<b>Line 61</b>	<b>TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).</b> . . . . .	<b>\$7,842,902</b>
<b>Line 62</b>	<b>RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).</b> . . . . .	<b>(\$410,402)</b>
<b>Line 63</b>	<b>CLOSING BALANCE (sum lines 1, 62)</b> . . . . .	<b>(\$7,208,283)</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> . . . . .	
<b>Line 67</b>	<b>ENDING BALANCE (line 63 minus the sum of lines 64, 65)</b> . . . . .	<b>(\$7,208,283)</b>

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 18, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Seltice Medical, Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 2 lot commercial development.

**HISTORY**

- a. Applicant: RE Investments, LLC/Seltice Medical Investments, LLC  
PO Box 3070  
Coeur d'Alene, ID 83816
- b. Location: Southeast corner of Grand Mill Lane and Seltice Way in the Mill River development.
- c. Previous Action: March 2007, approval by the CdA Planning Commission as Rivers Edge Medical.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

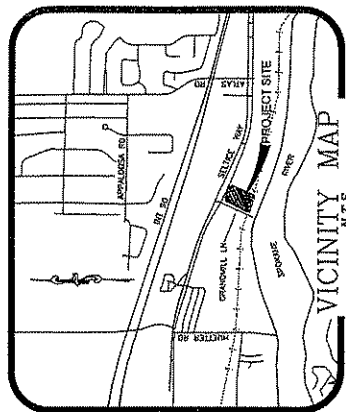
**PERFORMANCE ANALYSIS**

All of the site development issues were previously addressed for the subject property through the underlying subdivision, and, building permits for the subject property.

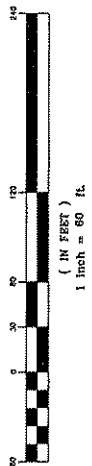
**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

**RIVERS EDGE MEDICAL**  
LOT 2, BLOCK 7, MILL RIVER FIRST ADDITION  
SEC. 4 AND SEC. 9, T.50N., R.4W., B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



GRAPHIC SCALE



**LEGEND**

- FOUND SURVEY PINS AS NOTED.
- 5/8" REBAR WITH PVC CAP MARKED "PLS 5289".

**REFERENCES**

PLAT OF MILL RIVER FIRST ADDITION -- BOOK 4, PAGE 202



RUSSELL C. HOVSAKER, P.L.S. 15289

**RIVERS EDGE MEDICAL**

DATE: 5/1/07

SCALE: 1"=60'

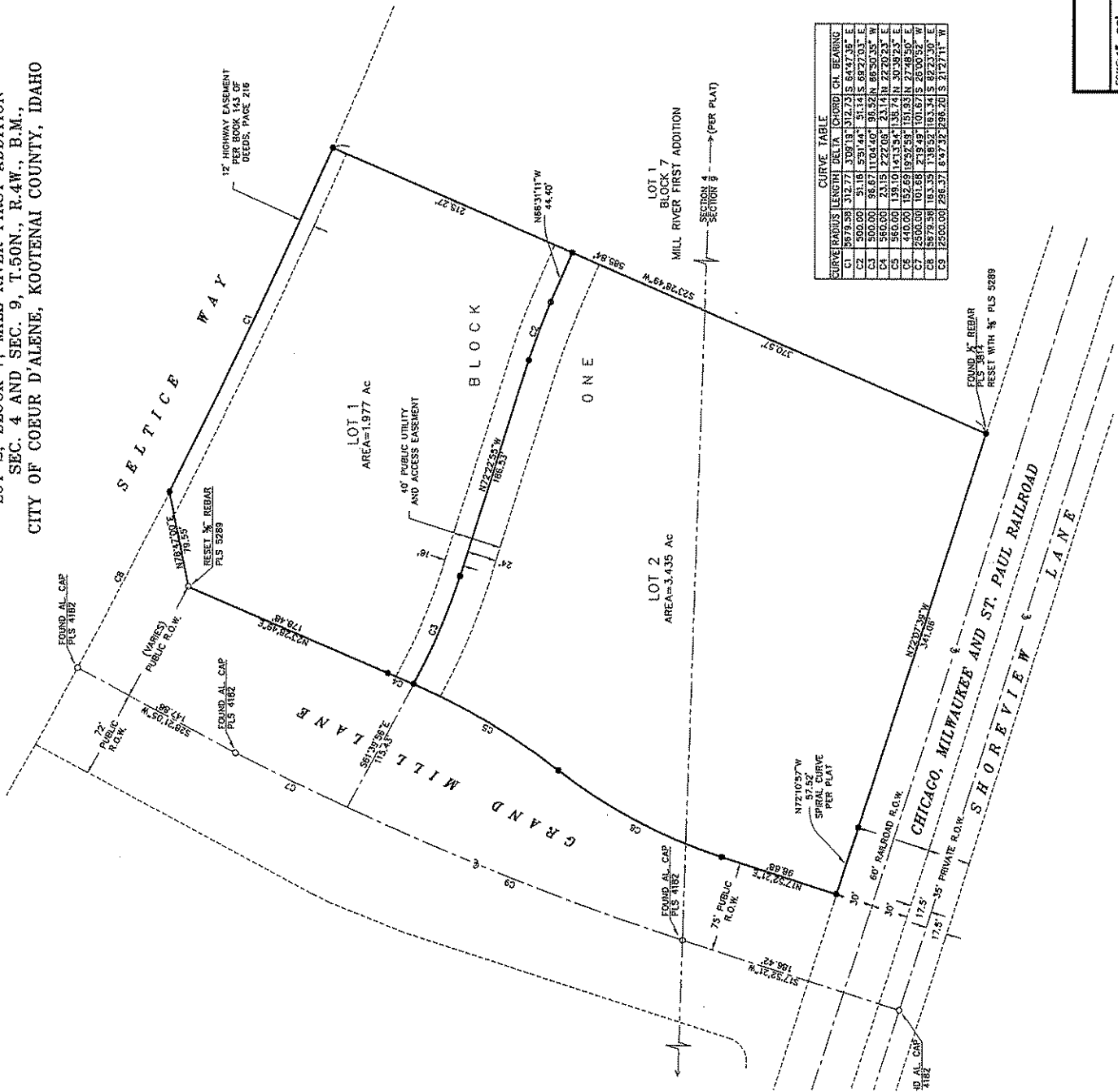
DRAWN BY: JAN

CHECKED BY: PLAT

4 & 9--50N--4W M92P

**FRAME & SMRTANA, PA**  
Consulting Engineers  
603 West 4th Street, Coeur d'Alene, Idaho 83814  
PH: (208) 844-1103 / Fax: (208) 859-6262 / email: info@framepa.com

SHEET 2 of 1



# CITY COUNCIL STAFF REPORT

**DATE:** December 10, 2007  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** AUTHORIZATION TO PURCHASE UTILITY TRAILER

---

## **DECISION POINT:**

The purpose of this report is to request Council acceptance of the most favorable proposal for the purchase of a 30,000 lb trailer for transporting equipment such as the excavator purchased last year by stormwater.

## **HISTORY:**

The only trailer street's has right now capable of hauling is the Asphalt paving trailer and it is marginal in its weight capacities. The trailer now used to move this equipment is also used by the asphalt crew. This makes for a logistical nightmare trying to shuffle equipment around.

## **PERFORMANCE ANALYSIS**

The proposal for a 30,000 lb.trailer from White Pine Machinery is the most favorable quote and will provide the best value quote to meet our requirements.

## **FINANCIAL ANALYSIS**

Quotes for a 30,000 lb. trailer with hydraulic tilt were obtained from three area vendors as follows:

	<u>Total Quote</u>
(1) White Pine Machinery	\$14,600.00
(2) Mid Mountain Machinery	\$20,200.00
(3) Rowand Machinery	\$23,265.00

The White Pine Machinery quote for one 30,000 lb. trailer with hydraulic tilt is the lowest quote received and will meet the city's requirements. This vehicle can be delivered immediately after Council's acceptance.

Funding for this purchase is available and as budgeted under Stormwater Utility Department line item 038-047-4160

## **DECISION POINT/RECOMMENDATION:**

The purpose of this report is to request Council acceptance of the most favorable proposal for the purchase of .one 30,000 lb. trailer with hydraulic tilt from White Pine Machinery.

It is recommended that Council accept the quote from White Pine Machinery in the amount of \$14,600.00.



# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday December 10, 2007  
4:00 p.m., Council Chambers

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairman  
Ron Edinger  
A.J. "Al" Hassell, III

**CITIZENS PRESENT**

Phil Frazier, Item 2  
Bob McDonald, Item 2  
Vern Newby, Item 2  
Randy Teal, Item 2  
Rick Mullans, Item 2  
Jim Odom, Item 2

**STAFF PRESENT**

Bill Greenwood, Parks Superintendent  
Mike Gridley, City Attorney  
Doug Eastwood, Parks Director  
Ed Wagner, Building Official  
Vonnie Jensen, Deputy Finance Director  
Glenn Lauper, Dept. Fire Chief

**Item 1.** Memorandum of Agreement / Evacuation Facility Survey from School Dist. 271.  
**(Consent Resolution No. 07-077)**

In the staff report submitted by Bette Ammon, she is requesting approval of a Memorandum of Agreement and Evacuation Facility Survey designating the library as an evacuation and shelter facility for the Coeur d' Alene School District 271 administration building staff. The staff report explained that if SD 271 had an emergency that required evacuation of their building at 10<sup>th</sup> and Indiana, the Library would be the southern evacuation point of four possible evacuation sites within walking distance. Up to 40 district employees could be evacuated.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-077 approving the Memorandum of Agreement and Evacuation Facility Survey designating the Library as an evacuation and shelter facility for the Coeur d' Alene School District 271 Administration Building staff.**

**Item 2.** Presentation / Parks Master Plan.  
**(Information Only)**

Doug Eastwood, Parks Director, gave a PowerPoint presentation of the draft Parks & Recreation Master Plan which will serve as the roadmap for all parks and recreational development and activities for the next 10-20 years. He thanked the members of the Master Plan Advisory Subcommittee (MPAC) which was formed in June 2006 to assist with the preparation of the plan. Matt Snow, Vern Newby, Bob Hallock, Anneke Connaway, Peter Luttrup, Bruce MacNeil, Ralph Shay, and Jay Barnett all worked tirelessly for 18 months, sometimes meeting every other week, discussing issues, reviewing information and offering valuable input in order to bring the Master Plan to this point.

Vern Newby, member of the MPAC and Chairman of the School District 271 Board of Trustees, read a prepared statement that included thanking the MPAC for their dedication to process and the Master Plan.

Doug continued with his presentation showing how the Master Plan has evolved, where we are now, where we want to be and how to get there. The Plan focuses on the quality of life currently enjoyed by the citizens of Coeur d'Alene and gives a roadmap of how to maintain that quality during the growth expected during the next 10-20 years. Doug reviewed the core values, vision and goals of the community that surfaced during the preparation of this plan. Some key issues were highlighted such as the number of future new parks that will be required, expansion of the trail system and the preservation of natural resources.

Public Comments:

Phil Frazier, remote control (RC) car driver, asked for consideration for a park to run RC cars. They have reviewed some concepts with Doug Eastwood, who has given them many ideas. Councilman Hassell added that the process for requesting parkland usually includes the club submitting a proposal with money to help pay for the area.

Randy Teal, Coeur d' Alene Soccer Club, said they are in full support of this plan. The club has money and the ability to obtain grants. The club needs an additional 20 acres for 12 fields. Soccer is one the fastest growing sports in America. They have approximately 450 families and 1,000 people involved in the club. The school district has worked well to provide fields but they need more. They are competing with tackle football, flag football, lacrosse, etc. He believes football creates extra wear-n-tear on the fields so he would like to see 6 to 8 of the 12 fields as soccer only fields. The remaining can be multi-use fields. He said they have been able to keep membership costs way below other areas like Boise and Spokane by using public fields. The club would like to host regional tournaments in the future. Rick Mullans, Director of Coaching, reiterated Mr. Teal's statements. He thanked the MPAC and asked for consideration of their needs.

Bob MacDonald, spoke of the need for a dog park in Coeur d'Alene as well as the need to address gaps in the trail systems. He said he applauds everyone that has worked on the Master Plan and is in full support of parks.

Jim Odom, Coeur d'Alene Jr. Tackle, spoke of the need for a larger facility for this very popular sport. They have outgrown their current location at Person Field. They have approximately 1,000 participants and are also keeping membership costs down. They could use the same 20 acres as needed by soccer. He does not believe tackle football causes anymore wear-n-tear than soccer or flag football. As this plan evolves, they too would like consideration.

Doug Eastwood stated that parks are actually "economic engines" that bring revenues to the city. Sports tournaments have the capability of generating millions of dollars in revenues.

Consensus of the Committee was to forward the draft Parks & Recreation Master Plan to the City Council meeting on January 15<sup>th</sup>.

**INFORMATION ONLY**

**Item 3. Regatta Request / At Independence Point.  
(Consent Calendar)**

Bill Greenwood, Parks Superintendent, is asking the Council to authorize a sailboat regatta at Independence Point beach. Bill explained that the event will consist of a small group of sailing enthusiasts who sail Hobie Island sail yaks, a small one person catamaran. They are calling this boating event the "Frozen Buns Hobie Regatta" and it will be held on January 12, 2008, from 8:00 am to 8:00 pm. The sponsor will also acquire approval for the event from the Marine Division of the Kootenai Sheriffs' Department. Bill stated the they do not foresee any expense other than staff time that may be required for monitoring which will be collected through the Park Facility Use Permit process. This event is free to the public with the sponsors supplying some prizes for the contestants.

**MOTION: THE COMMITTEE is recommending that the City Council authorize a sailboat regatta at Independence Point beach on January 12, 2008.**

**Item 4. Contract Amendments / Riverstone Park and Pond.  
(Information Only)**

Doug Eastwood, Parks Director, presented a revision to the Riverstone Park and Pond agreements. He stated that Riverstone wanted a definition of when the agreements terminate, which they don't. In addition, Riverstone wants to eventually transfer the responsibility of the agreements to the Home Owners Association (HOA). Councilman Goodlander asked if the HOA board had been formed. Doug responded that currently Riverstone is the HOA. Discussion ensued regarding the HOA.

Consensus of the Committee is that they are not comfortable with entering into agreements with the HOA when it has not been officially formed. The committee returned this item to staff.

**Item 5. Council Bill No. 07-1046 / Adoption of 2006 International Building and Fire Codes.  
(Agenda Item)**

Ed Wagner, Building Official, and Glenn Lauper, Fire Inspector, are asking Council to approve the adoption of the 2006 International Building, Residential, Mechanical, Fuel Gas, and Existing Building Codes as well as the 2006 International Fire Code. Ed reported that the State legislature has mandated jurisdictions currently issuing building permits and performing building code enforcement adopt the 2006 I-Codes before January 1, 2008, per Idaho Code 39-4116. This legislation is a continuation of the States' attempt to establish uniformity and consistency of building codes and promote health, safety and welfare of the occupants of homes, businesses, institutions, and entertainment establishments. Ed stated that the most significant change in this code adoption is the requirement for fire-sprinklers installed within residential buildings with 3 and 4 units regulated by the International Building Code (previously 5 or more units required sprinklers as modified by the Legislature with the 2000 I-Codes).

**MOTION: THE COMMITTEE is recommending that the City Council adopt Council Bill No. 07-1046 adopting the 2006 International Building, Residential, Mechanical, Fuel Gas, Existing Building codes, and Fire Code.**

**Item 6. Annual Report / Road and Street Financial Report.  
(Consent Calendar)**

Vonnie Jensen, Deputy Finance Director, explained that the Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2007. Vonnie stated that 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 2006-07 was \$1,572,643. 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.

**MOTION: THE COMMITTEE is recommending that the City Council approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2007**

The meeting adjourned at 5:05 p.m.

Respectfully submitted,

Juanita Van Cleave  
Recording Secretary

# City of Coeur d'Alene

## FIRE DEPARTMENT

*"City of Excellence"*

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### Staff Report

**Date:** December 4, 2007

**From:** Glenn Lauper, Deputy Fire Chief

**Re:** Adoption of 2006 International Fire Code

**DECISION POINT:** Should Mayor and Council approve the adoption of the 2006 edition of the International Fire Code with attached exception?

**HISTORY:** The State legislature mandated jurisdictions that issue building permits and perform inspections adopt the 2006 prior to January 1, 2008, per Idaho Code 39-4116. The legislation is a continuation of the States attempt to establish uniformity and consistency of codes and promote health, safety and welfare of occupants home, business, institutions and entertainment establishments.

**FINANCIAL ANALYSIS:** We do charge for fees in accordance with the code. We are reviewing our fee schedule and will be bringing that forward at a latter date. The main financial impact for the general fund will be for new code books which is part of Fire Preventions budget.

**PERFORMANCE ANALYSIS:** The codes are implemented to give fair and consistent guidelines for builders. They are designed for the safety of the occupants to the buildings. The main change in this code is the requirement for fire sprinklers in residential buildings with three (3) and four (4) units. This is a change from five (5) units in the old code. We do ask for one exception regarding one or two family residential development. That exception is attached.

**DECISION POINT/RECOMMENDATION:** Have Mayor and Council adopt the 2006 edition of the International Fire Code.

# GENERAL SERVICES COMMITTEE

## STAFF REPORT

**DATE:** December 10, 2007  
**FROM:** Ed Wagner, Building Services Director  
**SUBJECT:** Adoption of 2006 International Codes

---

**DECISION POINT** – Staff is requesting that Council approve the adoption of the 2006 International Building, Residential, Mechanical, Fuel Gas, and Existing Building codes per the attached proposed Municipal Code amendments.

**HISTORY** – The State legislature has mandated jurisdictions currently issuing building permits and performing building code enforcement adopt the 2006 I-Codes before January 1, 2008, per Idaho Code 39-4116. This legislation is a continuation of the States' attempt to establish uniformity and consistency of building codes and promote health, safety and welfare of the occupants of homes, businesses, institutions, and entertainment establishments.

**FINANCIAL ANALYSIS** – We propose to maintain the current adopted fee schedule as currently adopted by resolution. We have involved the North Idaho Building Contractors Association (NIBCA) early in this process with open communication and review of our draft adoption packet. A copy of their approval letter is enclosed for your review.

**PERFORMANCE ANALYSIS** – The most significant change in this code adoption is the requirement for fire-sprinklers installed within residential buildings with 3 and 4 units regulated by the International Building Code (previously 5 or more units required sprinklers as modified by the Legislature with the 2000 I-Codes). All the building departments within our area are consistent with this requirement. Adoption of these Codes will provide consistency and establishes a basis for regulatory authority. In addition, through our local code enforcers' organization, all the local building officials continue to meet and discuss Code adoption, application and interpretations. These meetings work toward uniform jurisdictional interpretations and applications of some of the new requirements that are reflected in the proposed code amendments. We have recently initiated meeting regularly with NIBCA to encourage open communication between the parties. This has been working very well.

**QUALITY OF LIFE ANALYSIS** – Adoption of these Codes will establish minimum construction standards to insure the protection of public health, safety, and welfare.

**SUMMARY / RECOMMENDATION** – Staff recommends that Council approve the adoption of the 2006 International Building, Residential, Mechanical, Fuel Gas, and Existing Building codes.





## North Idaho Building Contractors Association

1928 N. 4th Street, Coeur d'Alene, ID 83814  
Phone: (208) 765-5518 Fax: (208) 765-5519  
Web site: [www.nibca.com](http://www.nibca.com) Email: [info@nibca.com](mailto:info@nibca.com)

November 9, 2007

Ed Wagner, Building Services Director  
City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83815

Re: 2006 Code Adoption

Dear Ed,

On behalf of the North Idaho Building Contractors Association, thank you once again for your personal efforts to further the open lines of communication between the City and our Association.

Such effort was very evident with your attendance at our October 4, 2007 Board of Directors meeting. The City's adoption of the 2006 Codes and the sensitive nature of the fire sprinkler section within the codes have been a source of concern by many members of the NIBCA. We appreciate your candid approach and the answered questions.

As directed by the Board as a unanimous decision, the City of Coeur d'Alene's January 2008 adoption of the 2006 Codes as written has the support of the NIBCA Board of Directors.

Sincerely,

John Saffeels, Mountain Lodge Homes  
NIBCA President

COUNCIL BILL NO. 07-1046  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE SECTIONS 15.05.010 AND 15.08.005 AND ADOPTING NEW SECTIONS 15.05.010 AND 15.08.005 TO ADOPT THE 2006 INTERNATIONAL FIRE, BUILDING, RESIDENTIAL, ENERGY CONSERVATION, FUEL GAS, MECHANICAL AND EXISTING BUILDING CODES WITH AMENDMENTS, ADDITIONS AND DELETIONS; AMENDING 15.08.030 TO REQUIRE TWO SETS OF PLANS (ONE IN PDF FORMAT) BE SUBMITTED WITH A BUILDING PERMIT APPLICATION AND THAT PLANS BE SIGNED BY A LICENSED DESIGN PROFESSIONAL WITH EXCEPTIONS; AMENDING 15.09.010 TO DELETE THE REQUIREMENT THAT THREE COPIES OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS BE KEPT ON FILE IN THE CLERK'S OFFICE; REPEALING SECTIONS 15.06.010, 15.06.020 AND 15.14.010; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** That Coeur d' Alene Municipal Code Section 15.05.010 is hereby repealed and a new Section 15.05.010 is adopted to read as follows:

**15.05.010: ADOPTION; AMENDMENTS:**

A. In order to protect the health, safety and welfare of the public and to prescribe regulations governing conditions hazardous to life and property, the City Council hereby adopts the 2006 International Fire Code except such chapters, portions or sections as are deleted, modified, amended or added as set forth herein:

1. Appendix D, Section 107.1. Delete exception 1.
2. Beginning on Page 87, of the NFPA Reference Standards, make the following changes to the listed editions:

Delete	Add
10-2002	10-2007
11-2002	11-2005
12A-97	12A-2004
13-2002	13-2007
13D-2002	13D-2007
13R-2002	13R-2007
14-2003	14-2007
15-2001	15-2007
16-2003	16-2007
17-98	17-2002
17A-98	17A-2002
20-2003	20-2007
22-98	22-2003
24-95	24-2003
25-98	25-2002
30-2000	30-2003
30A-2000	30A-2003
30B-2002	30B-2007
33-2003	33-2007
34-2003	34-2007
40-2001	40-2007
12-2000	12-2005
24-2002	24-2007
35-1999	35-2005
51A-2001	51A-2006
59A-2001	59A-2006
80-1999	80-2007
92B-2005	92A-2006

Delete	Add
51-2002	51-2007
52-2002	52-2006
57-99	57-2002
58-2001	58-2004
61-99	61-2002
69-97	69-2002
72-2002	72-2007
85-2004	85-2007
86-2003	86-2007
99-2002	99-2005
101-2003	101-2006
110-2002	110-2005
211-2000	211-2003
231-98	230-2003
231C-98	230-2003
231D-98	230-2003
260-98	260-2003
261-98	261-2003
265-2002	265-2007
266-98	272-2003
120-1999	120-2004
160-2001	160-2001
241-2000	241-2004
286-2000	286-2006
303-2000	303-2006
385-2000	385-2007
409-2001	409-2004
484-2002	484-2006

Delete	Add
407-2001	407-2007
430-2000	430-2004
480-98	484-2002
481-2000	484-2002
484-2002	484-2006
490-98	490-2002
495-2001	495-2006
498-2001	498-2006
505-2002	505-2006
650-98	654-2000
654-2000	654-2006
655-2001	655-2007
664-2002	664-2007
704-2001	704-2007
750-2003	750-2006
1122-97	1125-2001
1123-2000	1126-2001
1124-2003	1124-2006
1125-2001	1125-2007
1127-98	1127-2002
1123-2000	1123-2006
1126-2001	1126-2006
31-2001	31-2006
32-2000	32-2007
701-1999	701-2004
703-2000	703-2006
267-98	272-2003
111-2001	111-2005
2001-2000	2001-2004

- B. Any provisions contained in this code more restrictive than the provisions of the currently adopted fire code and appendices shall take precedence over the adopted fire code and appendices.

**SECTION 2.** That Coeur d' Alene Municipal Code Section 15.06.010, entitled SPRINKLER SYSTEMS; BUILDINGS LESS THAN FIFTY FEET is hereby repealed.

**SECTION 3.** That Coeur d' Alene Municipal Code Section 15.06.020, entitled SPRINKLER SYSTEMS; BUILDINGS MORE THAN FIFTY FEET is hereby repealed.

**SECTION 4.** That Coeur d' Alene Municipal Code Section 15.08.005 is hereby repealed and a new Section 15.08.005 is adopted to read as follows:

**15.08.005: INTERNATIONAL BUILDING CODE; ADOPTION; AMENDMENTS AND DELETIONS:**

- A. In order to protect the health, safety and welfare of the public and to prescribe regulations governing building and other construction, the City Council hereby adopts the following codes promulgated by the International Code Council except such chapters, portions or sections as are deleted, modified, amended or added as set forth herein:

- 1. The 2006 International Building Code:

- a. Section 103.2 is not adopted.
- b. Section 103.3 is not adopted.
- c. Section 406.1.4 Separation. Delete Item 1 and replace with the following: "In the one-hour occupancy separation between Group R, Division 3 and Group U Occupancies, including supporting members, the separation may be limited to the installation of materials approved for one-hour fire-resistive construction on the garage side and a self-closing, tight-fitting solid-wood door 1 3/8 inches in thickness, or a self-closing, tight-fitting 20-minute fire-rated door, or solid or honeycomb steel doors not less than 1 3/8 inches (34.9 mm) thick, or doors in compliance with Section 715.4.3. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted."
- d. Section 708.3 Fire-Resistance Rating. Delete Exception 2.
- e. Section 717.4.2 Groups R-1 and R-2. Delete Exception 3.
- f. Table 1017.1 Corridor Fire-Resistance Rating. For an R occupancy, replace "0.5" hour required fire-resistance rating with a sprinkler system with "1" hour.
- g. Section 1026.1 General. Delete Exception 1.

h. Section 1805.2.1 Frost Protection. Delete method 1 and replace with the following: 1. Extending below the frost line of the locality, with a minimum twenty-four (24) inches from ground surface to the bottom of a footing.

i. Add an additional Section 1907.14 Minimum Reinforcement as follows: Minimum reinforcement for foundation walls (unless closer spacing is specified by design or engineering specifications) which do not exceed four (4) feet in height shall be four (4) feet on center for vertical reinforcement and two (2) feet on center for horizontal reinforcement. Foundation walls over four (4) feet in height (unless closer spacing is specified by design or engineering specification) shall be eighteen (18) inches minimum on center for horizontal and vertical reinforcement. All continuous footings will require a minimum two (2) horizontal reinforcing bars. Reinforcing bars shall be a minimum size of #4 and may be a minimum grade forty (40).

2. The 2006 International Residential Code.

a. Section R103.2 is not adopted.

b. Section R103.3 is not adopted.

c. Section R301.2.3 Snow Loads. Delete section and replace with the following: Wood framed construction, cold-formed steel framed construction and masonry and concrete construction in regions with ground snow loads 70 psf (3.35 kN/m<sup>2</sup>) or less, shall be in accordance with Chapters 5, 6 and 8. Buildings in regions with ground snow loads greater than 70 psf (3.35 kN/m<sup>2</sup>) shall be designed in accordance with accepted engineering practice. The minimum roof design snow load shall be forty (40) pounds per square foot. A ground snow load of sixty (60) pounds per square foot shall be used for roof drifting snow load design. No manufactured home, commercial coach or modular building shall be placed that has not been constructed to withstand a minimum forty (40) pound per square foot roof load, or the owner has provided for a separate roof cover that is constructed to provide the required roof load, except that manufactured homes that are already installed in a location within the city limits at the time of the passage of this section may remain without having to meet the minimum roof load set forth herein. Any manufactured home allowed to remain under this section may be moved to a different location within the city limits without having to meet the forty (40) pound roof load providing that it meets all zoning requirements contained in Title 17 of this code.

d. Section R302.1 Exterior Walls. Add new exception 4 as follows: Walls of dwellings and accessory structures located on the same lot (pursuant to the ICC 2007 IRC Supplement).

e. Section R309.2 Separation Required. Delete section and replace with the following: In the one-hour occupancy separation between Group R, Division 3 and Group U Occupancies, including supporting members, the separation may be limited to the installation of materials

approved for one-hour fire-resistive construction on the garage side. Garages located less than 3 feet from a dwelling unit on the same lot shall be protected with not less than a one-hour fire-resistive assembly applied to the interior side of exterior walls that are within this area. Openings in these walls shall be regulated by Section R309.1. This provision does not apply to garage walls that are perpendicular to the adjacent dwelling unit wall.

f. Section R311.2.2 Under Stair Protection. Delete section and replace with the following: Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 5/8-inch type X gypsum board.

g. Section R317.1 Two-Family Dwellings. Delete exception 1.

h. Section R403.1.4.1 Frost Protection. Delete method 1 and replace with the following: 1. Extending below the frost line specified in Table R301.2(1); with a minimum twenty-four (24) inches from ground surface to the bottom of a footing

i. Section R404.1 Concrete and Masonry Foundation Walls. Delete section R404.1, Table R404.1(1), Table R404.1(2), and Table R404.1(3) and replace with the following: Concrete and masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404 or in accordance with ACI 318, ACI 332, NCMATR68-A or ACI 530/ASCE 5/TMS 402 or other approved structural standards. When ACI 318, ACI 332 or ACI 520/ASCE 5/TMS 402 or the provisions of Section R404 are used to design concrete or masonry foundation walls, project drawings, typical details and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the state law of the jurisdiction having authority (pursuant to the ICC 2007 IRC Supplement).

j. Section R404.1.2 Concrete Foundation Walls. Delete section and replace with the following: Concrete foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), Tables R404.1.1(3) and R404.1.1(4), and shall also comply with the provisions of this section and the applicable provisions of Section R402.2. In Seismic Design Categories D1 and D2, concrete foundation walls shall comply with Section R404.1.4. Minimum reinforcement for foundation walls (unless closer spacing is specified by design or engineering specifications) which do not exceed four (4) feet in height shall be four (4) feet on center for vertical reinforcement and two (2) feet on center for horizontal reinforcement. Foundation walls over four (4) feet in height (unless closer spacing is specified by design or engineering specifications) shall be eighteen (18) inches minimum on center for horizontal and vertical reinforcement. All continuous footings will require a minimum two (2) horizontal reinforcing bars. Reinforcing bars shall be a minimum size of #4 and may be a minimum grade forty (40)

k. Part VII. Plumbing is not adopted.

l. Part VIII. Electrical is not adopted.

m. Part X Appendices is not adopted except for Appendix G as it applies to swimming pools only.

n. Minimum Insulation Values. For Residential Occupancy International Energy Conservation Code compliance, the following insulation values are minimums used for building components:

i. Ceiling (Flat) – R38

ii. Ceiling (Vaulted) – R30

iii. Exterior Walls - R19

iv. Floors – R19

v. Cantilever Floors – R30

vi. Slabs – R10

vii. Windows – 0.35 U-Factor

3. The 2006 International Energy Conservation Code.

4. The 2006 International Fuel and Gas Code.

a. Section 103.2 is not adopted.

b. Section 103.3 is not adopted.

c. Section 621.4 Prohibited Locations. Add Group R to Groups A, E, I.

5. The 2006 International Mechanical Code.

a. Section 103.2 is not adopted.

b. Section 103.3 is not adopted.

6. The 2006 International Existing Building Code.

a. Section 103.2 is not adopted.

b. Section 103.3 is not adopted.

B. Any provision contained in this code more restrictive than the provisions of the currently adopted building code, together with adopted appendices, shall take precedence over such currently adopted building code, together with adopted appendices.

C. Permit fees shall be set by resolution of the City Council.

**SECTION 5.** That Coeur d' Alene Municipal Code Section 15.08.030 is hereby amended to read as follows:

**15.08.030: PERMIT; APPLICATION; PLANS AND SPECIFICATIONS; REQUIRED:**

A. Unless otherwise approved by the Building Official, all applications for building permits shall require one (1) set of drawings, specifications and PDF (Portable Document Format) versions of all submittal materials.

B. All documents shall be stamped/signed/dated by an Idaho licensed design professional.

1. The Building Official is authorized to waive this requirement where the building to be erected, enlarged, repaired or altered is or will be used as:

- a. A single family residence not exceeding two (2) stories in height; or
- b. A multiple family residence of not more than three attached dwelling units not exceeding two (2) stories in height; or
- c. A farm building; or
- d. An auxiliary building in connection with a residence or farm building meeting this exception; or
- e. Any other structure where the Building Official determines, based on the nature of the work applied for, that reviewing construction documents is not necessary to ensure compliance with any adopted code governing development, construction or zoning.

~~With each application for a building permit it shall be required by the building official for enforcement of any provision of this chapter that four (4) sets of plans and specifications be provided, except for Group U and R, division 3 occupancies which shall require only two (2) sets of plans and specifications.~~



**SECTION 6.** That Coeur d' Alene Municipal Code Section 15.09.010 is hereby amended to read as follows:

**15.09.010: ADOPTION:**

There is adopted by the city for the purpose of prescribing regulations governing the abatement of dangerous buildings to protect the health, safety, and welfare of the public, that certain code known as the uniform code for the abatement of dangerous buildings, 1991 edition, promulgated by the International Conference of Building Officials, except such portion or portions as are hereinafter deleted, modified, or amended. Section 403 of the uniform code for the abatement of dangerous buildings, 1991 edition, is deleted. All references to the director of public works including, but not limited to, sections 801, 802 and 901 are hereby amended to refer to the finance director. All references to the "uniform building code", "building code", "uniform housing code", and "housing code" contained in the uniform code for the abatement of dangerous buildings, 1991 edition, including, but not limited to, such references in sections 102(a), 103, 204, 301, 302, and 404(b) thereof are hereby amended so as to be interpreted to mean and shall mean the comparable provisions of the international building code, the residential building code, or other relevant building code or codes adopted by the city and in effect at the time. ~~Not less than three (3) copies of such supplemental code, duly certified by the city clerk, have been filed for use and examination by the public in the office of the city clerk of the city and shall hereafter be kept on file in such office and the same are hereby adopted and incorporated as fully as if set out in length in this chapter.~~

Any provision contained in this code more restrictive than the provisions of the uniform code for the abatement of dangerous buildings, 1991 edition, adopted in this section, shall take precedence over such uniform code for the abatement of dangerous buildings, 1991 edition.

**SECTION 7.** That Coeur d' Alene Municipal Code Section 15.14.010, entitled ADOPTION is hereby repealed.

**SECTION 8.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 9.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 10.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences,

subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 11.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and the Ordinance will be in full force and effect on January 1, 2008.

APPROVED by the Mayor this 18<sup>th</sup> day of December, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Municipal Code Title 15 – Buildings & Construction

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE SECTIONS 15.05.010 AND 15.08.005 AND ADOPTING NEW SECTIONS 15.05.010 AND 15.08.005 TO ADOPT THE 2006 INTERNATIONAL FIRE, BUILDING, RESIDENTIAL, ENERGY CONSERVATION, FUEL GAS, MECHANICAL AND EXISTING BUILDING CODES WITH AMENDMENTS, ADDITIONS AND DELETIONS; AMENDING 15.08.030 TO REQUIRE TWO SETS OF PLANS (ONE IN PDF FORMAT) BE SUBMITTED WITH A BUILDING PERMIT APPLICATION AND THAT PLANS BE SIGNED BY A LICENSED DESIGN PROFESSIONAL WITH EXCEPTIONS; AMENDING 15.09.010 TO DELETE THE REQUIREMENT THAT THREE COPIES OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS BE KEPT ON FILE IN THE CLERK'S OFFICE; REPEALING SECTIONS 15.06.010, 15.06.020 AND 15.14.010; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE IN FULL FORCE AND EFFECT ON JANUARY 1, 2008. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Municipal Code Title 15 – Buildings & Construction, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18<sup>th</sup> day of December, 2007.

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Warren J. Wilson, Chief Deputy City Attorney

**December 10, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Mike Kennedy  
Council Member Woody McEvers  
Council Member Dixie Reid

**CITIZENS PRESENT**

Dale Baune, JUB Engineers, Item #1  
Steve James, JUB Engineers, Item #1  
Brian Petersen, Item #1

**STAFF PRESENT**

Warren Wilson, Chief Deputy City Attorney  
Gordon Dobler, Engineering Svcs Director  
Amy Ferguson, Committee Liaison  
Don Keil, Asst. Wastewater Supt.  
Jon Ingalls, Deputy City Administrator  
Tim Martin, Street Supt.  
Terry Pickel, Asst. Water Supt.  
Jim Markley, Water Supt.

**Item 1      Armstrong Park Booster Station Bid Award or Rejection**

Warren Wilson, Chief Deputy City Attorney, presented a request to consider whether the City Council should reject all bids for the replacement of the Armstrong Park Booster Station. Mr. Wilson's staff report stated that the Armstrong Park booster station needs to be replaced because of safety concerns and operational deficiencies. The city solicited bids for the replacement of the booster station and the six bids that were received were opened on November 7<sup>th</sup>, with the apparent low bid being submitted by General Industries, Inc. After the bid opening, the city received a notice of protest from the second low bidder indicating that General Industries had not complied with the mandatory requirements of the Idaho Code, thereby rendering their bid non-responsive and void. Mr. Wilson explained that Idaho Code 67-2310 requires that general contractors on public works projects list on the bid form the identity and license number of subcontractors for HVAC, electrical, and plumbing. If the general contractor intends to self-perform this work, it must list itself as a subcontractor and provide the specialty construction license number. Mr. Wilson further noted that the low bidder, General Industries, has argued that the instructions to the bidders were misleading in that they did not inform bidders of this requirement. After a review of the six bids that were received, Mr. Wilson stated that it appears that there was confusion among the bidders about what construction specialty subcontractors were required by the bid specifications and about the requirement for the general contractor to list themselves as a subcontractor and provide a valid license number if they intended to self-perform any of the covered specialties. Since the bid specifications reserved the right for the City to reject any and all bids, Mr. Wilson indicated that he felt the best option would be for the Council to reject all bids, and for the bid specifications to be revised and put out for re-submittal. He further explained that JUB Engineers, Inc., the City's consulting engineers on this project, have estimated that rejecting all bids and re-bidding the project should not result in increased costs to the City. Mr. Steve James, of JUB Engineers, stated that re-bidding the project does not impact the schedule at this point, and that he felt one of the reasons for the non-responsive bids is that there is less work available at this time so people who are not familiar with the City of Coeur d'Alene bidding process are submitting bids for project.

Bryan Petersen, of TML Construction, stated that the bidding law is well known in Idaho, and the bidding instructions were specific. The contract documents are the "rules of the game." Mr. Petersen stated that their organization complied with the rules, while others didn't and, as a result, feels like they are being

penalized because others didn't follow clearly stated rules. Mr. Petersen further stated that submitting a bid proposal is very costly.

Discussion ensued regarding the normal bid procedure and language that is normally included in the bid documents. Mr. James stated that the scope of work is not typically identified in the bid documents because generally it is self-evident.

**MOTION: RECOMMEND Council reject all bids and authorize staff to re-bid this project.**

**Item 2 Request to Consider Annexation Policy**

Warren Wilson, Chief Deputy City Attorney, presented a request for adoption of an Annexation Policy. He explained that in October the City Council approved a new process that would require each person who is seeking annexation of property to first "check in" with the City Council to determine if the Council is interested in proceeding with consideration of the request. Since that time, Staff has drafted a policy and application to implement the process. Mr. Wilson explained that annexations are a legislative issue and the council is free to make decisions regarding whether or not they are interested in the annexation. With the proposed policy, if the council decides that it is not interested, the developer would not waste time and money pursuing it. Mr. Ingalls also confirmed that enough information would be provided in the initial staff report to council regarding any potential issues or concerns. Mr. Wilson confirmed that the policy and application contain language that make it clear that the council granting permission to proceed with the application process is no guarantee of annexation. The focus of the check-in with council is to make a determination as to whether it makes sense to move forward with the process. Discussion ensued regarding the need to provide an outline of steps involved in the annexation process.

**MOTION: RECOMMEND Council approval of RESOLUTION NO. 07-078 adopting the Policy for Annexation Requests.**

**Item 3 Quitclaim Deed to NW Properties, LLC of Surplus Centennial Trail Easement Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for approval of a reversion of an easement for the West Centennial Trail extension and granting a quit claim deed to NW Properties, LLC. The staff report states that the original and amended annexation agreements for Riverstone and Belle Rive reserved an easement for the West Centennial Trail extension. In 2006 the Centennial Trail Foundation acquired the Union Pacific right of way where the West extension will now be built. As a result, the original easement is surplus and is no longer necessary. Pursuant to the annexation agreements the easement should revert to the property owner if it will not be used for the Centennial Trail. Quit claiming the easement back to NW Properties, LLC will make it easier to track. Mr. Dobler confirmed that he received a letter from the Centennial Trail Foundation acknowledging that they no longer need the easement.

**MOTION: RECOMMEND Council approval of a reversion of an easement for the West Centennial Trail extension and granting a quit claim deed to NW Properties, LLC.**

The meeting adjourned at 5:00 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: December 10, 2007

FROM: Warren Wilson, Deputy City Attorney  
Jim Markley, Water Superintendent

SUBJECT: Armstrong Park Booster Station Bid Award or Rejection

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**DECISION POINT:**

Provide a recommendation to the full City Council on whether the City should reject all bids for the replacement of the Armstrong Booster Station.

**HISTORY:**

The City recently acquired the Armstrong Park water system. The system contains a booster station that is located in a below ground vault. This booster station needs to be replaced because of safety concerns and operational deficiencies. In October of this year the City solicited bids for the replacement of this booster station. The six bids that were received were opened on November 7<sup>th</sup>. The apparent low bid was submitted by General Industries, Inc for \$412,787.75. The second low bid was from TML Construction, Inc. for \$416,999.00. After the bid opening, TML sent a notice of protest indicating that General Industries had not complied with the mandatory requirements of I.C. 67-2310 rendering their bid non-responsive and void. I.C. 67-2310, requires that general contractors on public work projects list on the bid form the identity and license number of subcontractors for HVAC, electrical and plumbing. If the general contractor intends to self-perform this work, it must list itself as a subcontractor and provide the specialty construction license number. Failure to comply with the statute renders the bid void and non-responsive. The project requires electrical and potentially HVAC and plumbing work. The bid from General Industries listed subcontractors for fencing, fire protection, waterproofing and site work but not the three required construction specialties. When contacted about this deficiency, General Industries, through counsel, protested the award of a contract to any other bidder and indicated that the scope of work did not include HVAC or plumbing work and that it intended to self perform the electrical work, for which it holds a valid license. General Industries also argued that the instructions to bidders were misleading in that they did not inform bidders that if they intended to self perform the work, they must list themselves as subcontractors and provide valid license numbers. The bids received were all over the map with listing the required subcontractors. As noted, General Industries bid did not list any of the three required construction specialties. TML's bid listed all three as did the bid from Shannon Industrial Contractors, Inc. The bids from Kirby-Hunt Construction, LTD. and Super Grade Inc. only listed electrical subcontractors. The bid from S&L Underground, Inc. listed a subcontractor for electrical and indicated that S&L would be self-performing the plumbing work but did not provide a plumbing license number for S&L. As such, it appears that there was confusion among the bidders about what construction specialty subcontractors were required by the bid specifications and about the requirement for the general to list themselves as a subcontractor and provide a valid license number if they intended to self-perform any of the covered specialties. The bid specifications reserved the right for the City to reject and any all bids

**FINANCIAL ANALYSIS:**



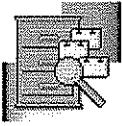
JUB Engineers, Inc., the City's consulting engineers on this project, has estimated that rejecting all bids and re-bidding the project should not result in increased costs to the City. Awarding the contract to the apparent low bidder or the second low bidder could very well result in litigation, which will delay the project and increase its costs.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

The instruction to bidders in the bid specifications regarding listing subcontractors did not clearly explain that if the general contractor was planning on self performing HVAC, electrical or plumbing work, that they must list themselves as a subcontractor and provide a valid license number for that specialty. Two of the bidders did not satisfy this statutory requirement. Additionally, it appears that there was general confusion regarding exactly what construction specialties were involved since the bids received ranged from addressing electrical work only to listing all three required construction specialties. As such, staff believes that it is best to re-bid the project after clarifying the bid specifications and instructions to bidders. There is sufficient time to re-bid the project and it is not anticipated that doing so will result in increased costs to the City.

**DECISION POINT/RECOMMENDATION:**

Recommend that the full City Council reject all bids and authorize staff to re-bid this project.



# Idaho Statutes

TITLE 67  
STATE GOVERNMENT AND STATE AFFAIRS  
CHAPTER 23

MISCELLANEOUS PROVISIONS

67-2310. SUBCONTRACTORS TO BE LISTED ON BID OF GENERAL CONTRACTOR -- EXCEPTIONS. (1) Hereafter, before the state of Idaho, the separate counties, cities, towns, villages or school districts within the state of Idaho shall let contracts for the construction, alteration or repair of any and all buildings, improvements or public works, and such construction, alteration or repair requires plumbing, HVAC work, or electrical work, the general contractor shall be required to include in his bid the name, or names and address, or addresses, of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, HVAC work, and electrical work under the general contract. In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid form.

(2) No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor. For the purposes of this section, "communication" shall include telephone, mail, facsimile machine, in person, or by computer using the internet or a bid service.

(3) In the event a general contractor secures the contract, and if the general contractor and a named subcontractor cannot finalize the terms of agreement between them for any reason other than cost, the general contractor shall name another subcontractor by written notification within ten (10) days of being awarded the public works contract. The general contractor shall disclose to the public entity the cost for work to be performed by the substitute subcontractor. If the amount of the substitute subcontractor's bid is less than the original subcontractor's bid, the reduction in cost shall be passed through to the benefit of the public entity which awarded the contract.

(4) This act shall not apply to the construction, alteration or repair of public buildings under the jurisdiction of the board of regents of the University of Idaho.

(5) This act shall have no application to the preparation and submission of plans and specifications pursuant to statute or local ordinance.

(6) Failure to name subcontractors or list the valid contractor's license number for plumbing, HVAC or electrical work being self-performed by the general contractor as required by subsection (1) of this section shall render any bid submitted by a general contractor unresponsive and void.

(7) At the time subcontractors are named in accordance with the provisions of this section, they must possess the appropriate licenses or certificates of competency issued by the state of Idaho covering the contractor work classification in which each respective subcontractor is named.

The Idaho Code is made available on the Internet by the Idaho Legislature as a public service. This Internet version of the Idaho Code may not be used for commercial purposes, nor may this database be published or repackaged for commercial sale without express written permission.

[Search the Idaho Statutes](#)

**8. Interpretations and Addenda.**

8.1. All questions about the meaning of intent of the Contract Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Contract Documents. Questions received less than ten day prior to the date of opening bids may not be answered. Only questions answered by written Addenda will be binding. Oral and other interpretations or clarification will be without legal effect.

8.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

**9. Bid Security.**

9.1. Each Bid shall be accompanied by a certified cashier's check made payable to the City of Coeur d'Alene, cash or approved Bid Bond in the amount of five (5%) percent of Bidder's maximum Bid price. If check or bond is selected for use by Bidder, it shall be made payable to the OWNER and shall be given as a guarantee that the Bidder will furnish the necessary insurance certificates. If the successful bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the City. (I.C. 50-341(H))

9.2. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein. The Bid Bond must be issued by a qualified Idaho surety company meeting the requirements of paragraph 5.02 of the General Conditions.

**10. Contract Times.**

The number of days within which, or the dates by which, the Work is to be Substantially Completed and also completed and ready for final payment are set forth in the Agreement.

**11. Liquidated Damages.**

Provisions for liquidated damages are set forth in the Agreement.

**12. Substitute and "Or-Equal" Items.**

Whenever an item or material or equipment is specified or described in the Contract Documents by using the name of a proprietary

item or the name of a particular supplier(s), the specification or description is intended to establish the type, function, appearance, and quality required. Such descriptions often identifies particular equipment and materials known to be acceptable in consideration to how other parts of the project are designed. The Bidder may include alternate materials or equipment in the bid if they meet the criteria for an "Or-Equal Item" described in Section 6.05 A.1.a of the General Conditions. The Contractor has sole responsibility to provide products that comply with the Contract Documents.

**13. Subcontractors, Suppliers and Others.**

13.1. Bidder shall list on the List of Subcontractors form contained in the Contract Documents the name, business address, Idaho Public Works Contractor's license number, and description of work for each subcontractor who will perform work if the Bidder is awarded the Contract. Subcontractors for plumbing, heating and air conditioning, and electrical work must be named according to Idaho State Code Section 67-2310. Failure to comply with provisions of this section will render a bid unresponsive and be grounds for rejection of bid.

13.2. Any Bidder so requested, shall within five days after Bid opening, submit to Owner additional information relating to all Subcontractors, Suppliers, individuals, or entities who will perform work if the Bidder is awarded a Contract. Such list may include an experience statement with pertinent information regarding similar projects and other evidence of qualification. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

13.3. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposed to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective

there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding in the Work.

#### 18. Opening of Bids.

Bids will be considered at the time and place indicated in the Notice of Advertisement for Bids and, unless obviously un-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to the Bidders within 30 days after the opening of Bids, unless the work is not awarded and is to be re-bid.

#### 19. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for thirty days after the day of Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### 20. Award of Contract.

20.1. Owner intends to award the contract to the lowest responsive, responsible Bidder on the basis of the total estimated price for Schedule A.

20.2. If the contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty days after the day of Bid opening. The form for Notice of Award is included in the Contract Documents for reference.

20.3. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time or change in the Work and to negotiate contract terms with the Successful Bidder.

20.4. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data,

as may be requested in the Bid Form prior to Notice of Award.

20.5. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to satisfy the Owner that such Bidder is sufficiently qualified to meet the obligations of the Agreement and has a history of successful completion of similar projects with work of this type contemplated herein.

20.6. The Owner reserves the right to award Alternates as determined to be in the best interest of the Owner.

#### 21. Contact Security.

Article 5 of the General Conditions, as may be modified by the Supplementary General Conditions, set forth Owner's requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Bonds on the prescribed forms included in the Contact Documents and the evidence of insurance as required.

#### 22. Signing of Agreement.

22.1. Notice of Award will obligate the Successful Bidder to immediately return the acknowledgement of receipt of Notice of Award and, within ten (10) days, execute and return the Agreement, furnish the required Bonds, complete and return the Public Works Contract Report, and provide evidence of insurance.

22.2. If the lowest responsive, responsible Bidder fails to execute and deliver the Agreement and furnish the required Bonds and satisfactory evidence of insurance within ten (10) days after the Notice of Award, Owner may annul the Notice of Award and may award a contract to the next lowest responsive, responsible Bidder, or may reject bids. If the City Council awards the contract to the next lowest responsible bidder, the amount of the lowest responsible bidders security shall be applied by the City to the difference between the lowest responsible bid and the next lowest responsible bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used. (I.C. 50-341(H)).

*Spokane Office*  
Bank of America Financial Center  
601 W. Riverside, Suite 1900  
Spokane, Washington 99201-0695

Phone: (509) 838-6131  
Fax: (509) 838-1416  
website: www.winstoncashatt.com

*Winston & Cashatt*  
L A W Y E R S

*A Professional Service Corporation*

*Winston & Cashatt has offices in Spokane, Washington  
and Coeur d'Alene, Idaho*

November 20, 2007

Mayor and City Council  
City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

**Re: 2007 Armstrong Park Booster Pump Station Replacement Project**

To the Honorable Mayor and City Council:

We represent General Industries, Inc. General Industries submitted its bid on October 31, 2007, to perform the City of Coeur d'Alene Water Department project entitled, "2007 Armstrong Park Booster Pump Station Replacement Project." General Industries' bid was the apparent low bid. Recently, on November 16, 2007, General Industries was informed by Mr. Warren Wilson that its bid was nonresponsive and void. Attached as Exhibit "A" is a copy of the email sent to General Industries.

General Industries believes its bid was responsive and in compliance with Idaho Code Sec. 67-2310. Further, General Industries contends it complied with the Instruction to Bidders, notably the form entitled, "Employment of Subcontractors." If the City takes the position that General Industries' bid is nonresponsive and void, it is because the instructions to bidders, notably the form entitled, "Employment of Subcontractors," was vague, ambiguous, misleading, and arguably contrary to the law cited by Mr. Wilson.

By this letter, General Industries formally protests the award of the contract to any contractor other than General Industries. Alternatively, General Industries contends that if its bid is deemed nonresponsive and void, then all bids should be rejected and the project re-advertised and re-bid.

C. Matthew Andersen *es*  
Beverly L. Anderson  
Courtney R. Beaudoin *es*  
Robert P. Beschel  
Richard L. Cease  
Patrick J. Cronin *es*  
Kevin J. Curtis  
Stephen L. Farnell  
David P. Gardner

Donald J. Gary, Jr. *es*  
Jeffrey A. Herbster  
Tim M. Higgins  
Michael T. Howard *es*  
Carl E. Hueber  
Nancy L. Isserlis *es*  
Brian T. McGinn *es*  
Kammi L. Mencke *es*  
Elizabeth A. Mosey *es*

Fred C. Pflanz  
Lynden O. Rasmussen  
James E. Reed  
Richard W. Relyea  
Eowen S. Rosentriater  
Lawrence H. Vance, Jr. *es*  
Lucinda S. Whaley  
Meriwether D. Williams *es* *wr*

*Of Counsel*  
James P. Connelly

*Retired*  
Leo J. Driscoll  
Patrick A. Sullivan  
Leo N. Cashatt 1916-1977  
Joseph J. Rekofke 1921-1997  
Patrick H. Winston 1964-1996

*All lawyers admitted in WA. Lawyers admitted in: ID, CA, and WY as indicated.*

November 20, 2007

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### **General Industries' Bid Complies With Idaho Code Sec. 67-2310**

Idaho Code Sec. 67-2310 requires contractors on public works projects to include in their bids the names and addresses of subcontractors performing plumbing, HVAC and electrical work under the general contractor. It then goes on to state:

... In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC or electrical work to be self-performed by the general contractor on the bid form.

General Industries complied with the above quoted language of the statute.

General Industries intended to self-perform the electrical work. General Industries is properly licensed by the State of Idaho to perform such work. It is General Industries' position there was no HVAC in the scope of work. To the extent there was any plumbing, and General Industries would argue that pipe fitting is truly not plumbing, it intended to self-perform this work as well, and General Industries is also properly licensed to perform this scope of work.

In the bidding documents, General Industries was asked to provide names of subcontractors for "specialties of plumbing, heating, air-conditioning, electrical or as specified." General Industries listed all of its intended subcontractors and their scope of work and listed itself as performing the balance of the work. See attached Exhibit "B." General Industries also substantially complied with the cited statute by identifying the intended subcontractors and their scope of work and listing General Industries and its license number. They did what the statute asked them to do.

### **General Industries Fully Complied With the Bidder Instructions**

Each bidder was asked to name the subcontractors it intended to employ and their scope of work. General Industries listed all of its intended subcontractors. Bidders were not asked to identify themselves as self-performing any of the work. Notwithstanding any such requirement, General Industries did, in fact, list itself and its contractor license number and, by doing so, more than met the direction given to them. See Exhibit B.

### **If General Industries' Bid Is Deemed Nonresponsive and Void, It Is Because The Bidder Instructions Were Vague, Ambiguous, Misleading and Arguably Contrary To Law**

One purpose of all public bidding statutes is to provide a fair and competitive bidding forum for contractors. But for that expectation, bidders would be reluctant to expend the time and resources to compile and submit bids for public works projects. Where bidding instructions are

November 20, 2007

Page 3

ambiguous or misleading or vague, contractors are at risk that their bid may be rejected if they interpret the instructions different than the public body intended. If General Industries' bid is nonresponsive, one needs to look no further than the form entitled, "Employment of Subcontractors," which falls far short of the statute now being quoted to General Industries. The bidding instructions did not ask the bidders to list themselves if they intended to self-perform electrical, HVAC or plumbing work. It was obvious to General Industries that they were required to list all of their subcontractors, and what scope of work is left is their responsibility to perform. If General Industries is nonresponsive, it is because the instructions were vague and misleading. In one sentence the instructions to bidders could have spelled out the requirement to separately list the contractor as self-performing electrical, HVAC and plumbing in the event the contractor did not intend to hire subcontractors.

Very truly yours,



L. H. VANCE, JR.

LHV:ch:115268

enclosures

cc: Warren Wilson  
General Industries, Inc.



P.O. Box 2970 ♦ Hayden, Idaho ♦ 83835 ♦ (208) 762-3611 ♦ (208) 762-9732 fax ♦

November 8, 2007

Mr. Steve James, PE  
JUB Engineers  
7825 Meadowlark Lane  
Coeur d'Alene, Idaho 83815

**RE: 2007 Armstrong Park Booster Pump Station Replacement Project**

Dear Steve,

We understand that General Industries, Inc. neglected to list the names and addresses of the subcontractors who will perform the plumbing and electrical work for the project.

Idaho Statute 67-2310 clearly states that "...the general contractor shall be required to include in his bid the name, or names and address, or addresses, of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general contract." The statute goes on to say that "Failure to name subcontractors as required by this section shall render any bid submitted by a general contractor unresponsive and void."

Accordingly, the bid submitted by General Industries is unresponsive and void thereby rendering T.M.L. Construction, Inc.'s bid the lowest responsive bid. Please issue T.M.L. Construction, Inc. a notice of award for the work.

Regards,

A handwritten signature in black ink, appearing to read "B. Petersen", is written over a horizontal line.

Brian Petersen, PE  
President



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: December 10, 2007

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Proposed Policy for Annexation Requests

-----

**DECISION POINT:**

Provide a recommendation to the full City Council regarding adoption of the attached policy.

**HISTORY:**

In October, the City Council approved a new process that would require each person who is seeking annexation of property to first “check in” with the City Council to determine if the Council is interested in proceeding with consideration of the request. Since that time, Staff has drafted a policy and application to implement this process. In addition, we have spent some time considering what a staff report for the Council would look like. I have attached a model staff report for your information.

**FINANCIAL ANALYSIS:**

The proposed policy would implement the process approved by Council. It would not result in any increased costs itself. The process will require a small amount of staff time in presenting the proposed annexation to the City Council. However, this cost should be offset in savings in staff time on projects that would currently reach the City Council and be denied. Additionally, as noted above, the applicant will get a chance to see if the Council is interested in pursuing the application before going to the expense of preparing a land use application.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

Most of our surrounding City’s follow a similar process where all requests for annexation are first brought to the City Council. The proposed policy would implement a similar process for the City.

**DECISION POINT/RECOMMENDATION:**

Recommend that the Council adopt the attached policy for considering requests to consider annexation.

RESOLUTION NO. 07-078

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES FOR PROCESSING REQUESTS TO CONSIDER ANNEXATION.

WHEREAS, the need for citywide policies regarding Processing Requests to Consider Annexation has been deemed necessary by the City Council; and

WHEREAS, the **Planning** Department has proposed policies regarding these issues, and the same were discussed at the Public Works Committee meeting on December 10<sup>th</sup>, 2007; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the policy attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 18<sup>th</sup> day of December, 2007

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

## POLICY \_\_\_\_\_

### PROCESSING REQUESTS TO CONSIDER ANNEXATION

#### **Goal:**

It is the intention of this policy to minimize the amount of applicant and staff time expended and the monetary expense to the applicant in processing an annexation request that may be premature by presenting the application to the City Council for approval to proceed prior to preparation and processing of a formal annexation proposal.

#### **Policy:**

1. Approval to Proceed. A party seeking annexation will first submit a request to consider annexation application along with all required information to the Planning Department for processing. Once a complete application has been submitted, the application will be placed on a Public Works Subcommittee agenda for review within 30 days after the completed application is received. Staff will prepare a staff report analyzing the impacts of the proposed annexation on the City, the availability of public utilities to the property in question and the timeliness/reasonableness of the request, which shall be presented to the Public Works Subcommittee at the time the request is heard. The Public Works Subcommittee will forward their recommendation to the full City Council for review at the next available City Council meeting. The City Council may deny, approve or conditionally approve the request.

2. Effect of Denial. If the request is denied, a formal request for annexation will not be processed and the applicant must wait one year before resubmitting the same application.

3. Effect of Approval or Approval with Conditions. If the City Council grants permission to proceed, the applicant may submit a formal request for annexation. The applicant must demonstrate compliance with any condition placed on the approval at the time the formal request for annexation is submitted. The approval to proceed does not in any way guarantee that the property will be annexed or in any way bind the City. Rather, it is simply authorization to proceed through the annexation process. The approval to proceed is valid for one year from the time the City Council renders its decision.

4. Processing Request for Annexation. Once a completed request for annexation has been received, the request will be processed as required by City Code and submitted to the Planning and Zoning Commission for a recommendation on the appropriate zoning for the property in question. Thereafter, the application will be submitted to the City Council for a final determination of whether the property should be annexed. Final annexation will be contingent on the successful completion of an annexation agreement.

# REQUEST TO CONSIDER ANNEXATION

City of Coeur d'Alene



A request to consider annexation into the City of Coeur d'Alene shall be applied for by submitting the following information to the Planning Department:

Please type or print the following required information.

## APPLICANT:

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_

## FILING CAPACITY:

- \_\_\_\_\_ 1. Recorded Property owner as of \_\_\_\_\_.  
(date)
- \_\_\_\_\_ 2. Purchasing (under contract of \_\_\_\_\_).  
(date)
- \_\_\_\_\_ 3. The Lessee, as of \_\_\_\_\_.  
(date)
- \_\_\_\_\_ 4. The authorized agent of any of the foregoing, duly authorized in writing. (Written authorization must be attached to the application).

## PROPERTY:

General location of property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Legal Description of property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Street Address (if applicable): \_\_\_\_\_

Present County zoning: \_\_\_\_\_

\_\_\_\_\_

Present land use: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Size of Area Involved: \_\_\_\_\_ acres, and/or \_\_\_\_\_ sq.ft.



**REQUIRED INFORMATION:**

In order to complete this application, attach the following:

1. A map at an acceptable scale, showing property lines, streets, relationship to existing City boundaries and such other items pertinent to your request.
2. A statement explaining the request for annexation including:
  - How the proposed annexation benefits the City.
  - Relationship to the Comprehensive Plan.
  - Proposed use(s) of property including a general description of densities and intensities.
  - Compatibility with surrounding area.
  - If the owner is not the applicant, also attach a notarized statement by the record owner of the property consenting to your request.

**CERTIFICATION:**

I (we) the undersigned, do hereby request that the City Council consider annexing the property described in this application and to certify that we have provided accurate information as required by this form to the best of my (our) ability. **I (we) also certify that I (we) understand that by reviewing and/or approving this request the City is in no way guaranteeing that the property described in this application will be annexed. Rather, this application, if approved, will merely authorize the applicant to submit and the City staff to consider a formal request for annexation.**

I, \_\_\_\_\_, being duly sworn, attests that he/she is the applicant(s) of this request and  
(insert name of applicant) knows the contents thereof to be to his/her knowledge.

**NOTE:**

Should the City Council approve formal consideration of your request, you will be required to submit a formal request for annexation, pay the current processing fee and comply with any conditions placed on this application by the City Council.

For City use only:

Received: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted: Planning \_\_\_\_\_ Date: \_\_\_\_\_

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 10/31/07	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/07
<u>General-Designated</u>	\$714,760	\$12,589	\$161,256	\$566,093
<u>General-Undesignated</u>	1,470,643	12,370,558	14,005,970	(164,769)
<u>Special Revenue:</u>				
Library	(43,694)	27,748	88,164	(104,110)
Cemetery	43,327	15,572	21,789	37,110
Parks Capital Improvements	478,450	1,933	27,608	452,775
Impact Fees	3,160,882	107,284	31,277	3,236,889
Annexation Fees	82,144	332		82,476
Insurance	2,041,093	11,030	10,888	2,041,235
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	645,884	28,443		674,327
LID Guarantee	259,145	8,120		267,265
LID 124 Northshire/Queen Anne/Indian Meadows	19,165			19,165
LID 127 Fairway / Howard Francis	65,511	6,225		71,736
LID 129 Septic Tank Abatement	233,842			233,842
LID 130 Lakeside / Ramsey / Industrial Park	162,347			162,347
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	21,197	877		22,074
LID 143 Lunceford / Neider	15,541			15,541
LID 145 Government Way	-			-
LID 146 Northwest Boulevard	197,586			197,586
LID 148 Fruitland Lane Sewer Cap Fees	-			-
<u>Capital Projects:</u>				
Street Projects	426,795	1,813	97	428,511
2006 GO Bond Capital Projects	1,143,521		169,572	973,949
<u>Enterprise:</u>				
Street Lights	183,318	38,316	26,919	194,715
Water	932,601	367,090	570,433	729,258
Water Capitalization Fees	1,700,787	40,332	19,950	1,721,169
Wastewater	6,811,093	501,157	643,258	6,668,992
Wastewater-Reserved	1,799,593	27,500		1,827,093
WWTP Capitalization Fees	3,599,024	183,646	48,042	3,734,628
WW Property Mgmt	60,668			60,668
Sanitation	98,092	253,416	247,170	104,338
Public Parking	576,079	75,930	17,922	634,087
Stormwater Mgmt	340,394	105,844	38,704	407,534
Water Debt Service	151	8,200	8,254	97
Wastewater Debt Service	88	550	599	39
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	211,864	155,270	211,852	155,282
LID Advance Payments	518	218		736
Police Retirement	1,319,168	30,053	19,141	1,330,080
Cemetery P/C	2,027,996	47,000	4,950	2,070,046
Sales Tax	1,804	1,198	1,804	1,198
Fort Sherman Playground	4,669	18	15	4,672
Jewett House	24,731	2,198	1,138	25,791
KCATT	3,271	13		3,284
Reforestation	777	4		781
Street Trees	200,364	1,409	4,200	197,573
Community Canopy	1,170	45		1,215
CdA Arts Commission	938	4	55	887
Public Art Fund	35,563	43,062		78,625
Public Art Fund - LCDC	108,456	438		108,894
Public Art Fund - Maintenance	89,740	14,525	91	104,174
KMPO - Kootenai Metro Planning Org	31,498	32,024	14,802	48,720
BID	157,443	4,243	25,000	136,686
Homeless Trust Fund	323	349	323	349
<b>GRAND TOTAL</b>	<b>\$31,460,321</b>	<b>\$14,526,576</b>	<b>\$16,421,243</b>	<b>\$29,565,654</b>



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWO MONTHS ENDED  
 30-Nov-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2007	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$177,165	\$26,718	15%
	Services/Supplies	16,420	1,102	7%
Administration	Personnel Services	471,791	79,349	17%
	Services/Supplies	315,561	651	0%
Finance	Personnel Services	597,890	101,184	17%
	Services/Supplies	173,480	52,623	30%
Municipal Services	Personnel Services	744,968	115,046	15%
	Services/Supplies	492,140	96,782	20%
	Capital Outlay	14,000		
Human Resources	Personnel Services	196,632	35,106	18%
	Services/Supplies	48,000	4,093	9%
Legal	Personnel Services	1,122,598	185,015	16%
	Services/Supplies	88,921	7,248	8%
	Capital Outlay			
Planning	Personnel Services	471,106	75,262	16%
	Services/Supplies	75,300	265	0%
Building Maintenance	Personnel Services	296,516	31,455	11%
	Services/Supplies	213,120	30,989	15%
	Capital Outlay	18,000		
Police	Personnel Services	7,682,206	1,490,194	19%
	Services/Supplies	846,147	64,776	8%
	Capital Outlay	147,612		
Fire	Personnel Services	5,479,301	1,129,818	21%
	Services/Supplies	400,633	66,364	17%
	Capital Outlay			
General Government	Personnel Services	38,400	1,043	3%
	Services/Supplies	305,913	789,633	258%
Byrne Grant (Federal)	Services/Supplies	45,730		
COPS Grant	Services/Supplies	58,061		
K.C.J.A. Drug Task Force	Services/Supplies	24,340	100,898	415%
	Capital Outlay			
US Streets	Personnel Services	1,745,130	283,116	16%
	Services/Supplies	484,625	36,679	8%
	Capital Outlay	122,000		
Engineering Services	Personnel Services	594,849	72,232	12%
	Services/Supplies	715,232	60,050	8%
	Capital Outlay			

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWO MONTHS ENDED  
30-Nov-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2007	PERCENT EXPENDED
Parks	Personnel Services	1,137,525	162,023	14%
	Services/Supplies	373,291	28,880	8%
	Capital Outlay	132,500	9,349	7%
Recreation	Personnel Services	549,983	83,814	15%
	Services/Supplies	151,127	5,188	3%
	Capital Outlay	99,000		
Building Inspection	Personnel Services	783,216	128,222	16%
	Services/Supplies	51,105	5,030	10%
Total General Fund		<u>27,501,534</u>	<u>5,360,197</u>	<u>19%</u>
Library	Personnel Services	831,377	134,462	16%
	Services/Supplies	167,650	19,788	12%
	Capital Outlay	75,000	7,837	10%
Cemetery	Personnel Services	167,483	27,613	16%
	Services/Supplies	111,255	12,575	11%
	Capital Outlay	15,000	9,915	66%
Impact Fees	Services/Supplies	585,000		
Annexation Fees	Services/Supplies	230,000	230,000	100%
Parks Capital Improvements	Capital Outlay	487,500	28,622	6%
Insurance	Services/Supplies	310,500	11,359	4%
Total Special Revenue		<u>2,980,765</u>	<u>482,171</u>	<u>16%</u>
Debt Service Fund		<u>2,372,479</u>	<u>49,678</u>	<u>2%</u>
Ramsey Road	Capital Outlay			
Govt Way	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay			
4th St - Anton to Timber	Capital Outlay		97	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	250,000		
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay			
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		63,439	
Fire Dept GO Bond Expenditure	Capital Outlay	2,940,015	149,503	
Total Capital Projects Funds		<u>3,190,015</u>	<u>213,039</u>	<u>7%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWO MONTHS ENDED  
30-Nov-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2007	PERCENT EXPENDED
Street Lights	Services/Supplies	560,203	26,911	5%
Water	Personnel Services	1,379,833	209,528	15%
	Services/Supplies	2,925,071	88,481	3%
	Capital Outlay	1,660,000	367,529	22%
	Debt Service	320,000	8,200	3%
Water Capitalization Fees	Services/Supplies	960,000		
Wastewater	Personnel Services	1,887,548	288,984	15%
	Services/Supplies	3,740,921	80,879	2%
	Capital Outlay	5,874,114	410,702	7%
	Debt Service	1,498,881	550	0%
WW Capitalization	Services/Supplies	2,482,683		
Sanitation	Services/Supplies	3,025,984	481,661	16%
Public Parking	Services/Supplies	167,132	20,893	13%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	377,365	49,921	13%
	Services/Supplies	634,804	15,073	2%
	Capital Outlay	492,000		
Total Enterprise Funds		<u>27,986,539</u>	<u>2,049,312</u>	<u>7%</u>
Kootenai County Solid Waste		2,000,000	211,852	11%
Police Retirement		249,170	39,530	16%
Cemetery Perpetual Care		101,500	16,928	17%
Jewett House		15,338	1,266	8%
Reforestation		54,000	585	1%
CdA Arts Commission		5,700	1,211	21%
Public Art Fund		25,000		
Public Art Fund - LCDC		61,000		
Public Art Fund - Maintenance		4,000	242	6%
Fort Sherman Playground		2,000	15	1%
KMPO			9,626	
Business Improvement District		126,000	25,000	20%
Homeless Trust Fund		4,000	323	8%
Total Trust & Agency		<u>2,647,708</u>	<u>306,578</u>	<u>12%</u>
TOTALS:		<u><u>\$66,679,040</u></u>	<u><u>\$8,460,975</u></u>	<u><u>13%</u></u>