

**COEUR D'ALENE CITY COUNCIL
ADDENDUM AGENDA NO. 1
FOR THE FEBRUARY 5, 2013
COUNCIL MEETING**



Addition of the following item:

K. OTHER BUSINESS

3. **RESOLUTION NO. 13-009** Underground Electric & Gas Right-of-way Easement from the City of Coeur d'Alene to Avista Corporation

As Recommended by the Parks Director

Posted February 1, 2013

**CITY COUNCIL
STAFF REPORT**

February 5, 2013

From: Doug Eastwood, Parks Director

Subject: UTILITY EASMENT FOR AVISTA UTILITIES

Decision Point: Issue an easement agreement to Avista Utilities for underground utilities through the area depicted on the attached exhibit.

History: Avista has a utility line that runs along Front Street. The current line needs to be re-located because it is in the corridor of the parking structure and Front Street promenade. The new location would be just south of the parking structure and run from 5th Street west beyond 3rd Street and tie into the CDA Resort.

Financial Analysis: This is part of the McEuen project and the cost for the re-location will be \$21,000 and paid out of the McEuen Park budget.

Performance Analysis: Existing lines in Front Street and overhead line in 5th Street will be placed underground and out of the way of the parking structure. This creates a much cleaner view of the area. During the excavation and re-location process there will be temporary overhead lines so services are not interrupted.

Decision Point: Recommend to City Council to issue an easement agreement to Avista Utilities for the purpose of relocating the existing utility line from Front Street to an area in the park just south of the parking structure.

RESOLUTION NO. 13-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN UNDERGROUND ELECTRIC & GAS RIGHT-OF-WAY EASEMENT WITH AVISTA CORPORATION.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Underground Electric & Gas Right-of-Way Easement with Avista Corporation, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Underground Electric & Gas Right-of-Way Easement in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 5th day of February, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Return Address:
Avista Corporation
Real Estate Department
P.O. Box 3727
Spokane, Washington 99220-3727

UNDERGROUND ELECTRIC & GAS RIGHT OF WAY EASEMENT

For and in consideration of Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, CITY OF COEUR D' ALENE, a municipal corporation, "Grantor", hereby grants, conveys and warrants to AVISTA CORPORATION, a Washington corporation "Grantee", a perpetual easement over, under, along and across real property, located in SW1/4, of Section 13, Township 50 North, Range 4 West, B.M., Kootenai County, State of Idaho, described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO

1. **Purpose.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate, replace an underground gas and electric lines, poles/anchors, pad mount junction enclosures, together with all necessary fixtures and appurtenances "facilities", on, over, across the herein described property as shown on Exhibit "A".
2. **Access and Damage.** Grantee shall have the right of access over and across the above described property and the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damages or compensates the Grantor for any damage to said properties as a result of such access and repair and maintenance.
3. **Right of Way Clearing and Maintenance.** Grantee shall have the right to cut, trim and remove any and all brush, branches and trees, including danger trees, on the above described or adjoining property of the Grantor, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantees facilities as described herein, or that could interfere with the exercise of Grantee's rights as granted herein.
4. **Grantor's Use of the Property.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any buildings within the herein described easement area, nor shall Grantor install any structures that would interfere with maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

Avista Corporation Document No. _____

5. **Indemnity.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees.
6. **Successors and Assigns.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

DATED this 5th day of February, 2013

GRANTOR

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 5th day of February, 2013, before me, _____ a Notary Public for the State of Idaho, personally appeared **Sandi Bloem, Mayor and Renata McLeod, City Clerk**, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene, a municipality in the State of Idaho, that executed the said instrument, and acknowledged to me that such of the City of Coeur d'Alene, County of Kootenai, State of Idaho, executed the same.

Notary Signature
Notary Public in and for the State of Idaho
County of _____, residing at _____,
My commission expires: _____

EXHIBIT "A"

This attached Exhibit "A" is made a part of a certain Easement attached hereto. Said easement being a strip of land ten feet (10') in width, covering the right to have underground gas and electric lines, poles/anchors, pad mount junction enclosures and appurtenances within the approximate location as shown below, in the property described as follows:

That portion of the Southwest Quarter of Section 13, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, lying South of Front Street and Westerly of 5th Street and Easterly of 3rd Street, being vacated Blocks 37, S, T, V, Streets and Alleys, COEUR D' ALENE AND KING'S ADDITION, according to the plat recorded in Book C of Deeds, Page 144, records of Kootenai County, Idaho.

