

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

AMENDED AGENDA

VISION STATEMENT

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

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

June 2, 2026

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Leslie Watson: Northern Idaho Unitarian Universalists

C. PLEDGE OF ALLEGIANCE

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

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

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

F. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

1. Approval of Council Minutes for the May 19, 2026, Council Meeting.
2. Setting of the June 8, 2026, General Services Committee Meeting.
3. Approval of Bills as Submitted.
4. Approval of 9 firework stand permits for 2026

As Recommended by the City Clerk

5. Approval of SS-25-03: Second Street Addition - Final Plat
As Recommended by the City Engineer

H. OTHER BUSINESS:

1. **Resolution No. 26-044** – Approval of the Real Estate Purchase and Sale Agreement for property around the Locust Well from the Coeur d’Alene School District in the amount of \$185,000.00, utilizing \$155,000.00 from Water Department Capital Fee funds and trading a food trailer valued at \$30,000 from the Parks Department.

Staff Report by: Kyle Marine, Water Department Director

2. **Resolution No. 26-045** – Authorizing the Water Department to determine the suitability of property at 632 E. Borah Avenue for a future well and, if the site is deemed suitable, Approval of the Real Estate Purchase and Sale Agreement for the property from the Coeur d’Alene School District #271 in the amount of \$195,000.00.

Staff Report by: Kyle Marine, Water Department Director

3. **Resolution No. 26-046** – Approval of a Professional Services Agreement (“PSA”) with Veolia Water Technologies & Solutions, Inc., for engineering design services associated with the Wastewater Department’s sole source procurement of tertiary membrane filtration equipment in the amount of \$250,000.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

4. **Resolution No. 26-047** – Approval an agreement with Cannon Hill to demolish a dangerous building at 361 Mill Avenue, in an amount not to exceed \$30,000.00, and authorizing a special assessment for the cost of demolition against the property.

Staff Report by: Keith Clemans, Building Inspector

5. **Council Bill No. 26-1009-** Amending Municipal Code § 4.25.030 to allow possession and consumption of beer, wine or other alcoholic beverages with a permit in Coeur d’Alene Rotary Centennial Park and Cherry Hill Park.

Staff Report by: Adam Rouse, Interim Parks and Recreation Director

6. **Resolution No. 26-048** - Approval of the establishment of a program entitled “Spotlight CDA: Visual Arts” with a total funding of \$15,000 annually.

Staff Report by: Adam Rouse, Interim Parks and Recreation Director

7. **Resolution No. 26-042** - Approval of an Agreement with Virginia L. Tate for the provision of water services outside the City limits at 4176 E. Potlatch Hill Rd. and future annexation.

Staff Report by: Kyle Marine, Water Department Director

8. **Resolution No. 26-049** – Approval of Amendment No. 6 to the Contract with Republic Services, Inc., to allow for a fuel cost adjustment.

Staff Report by: Randy Adam, City Attorney

I. PUBLIC HEARING

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (Legislative) V-26-02 - Vacation of a portion of alley right-of-way, the 6' strip adjoining the east boundary line of Tax Number 25369, a portion of the South ½ of Lot 2, Block A, and Lot 3, Block A, Sanders Addition to Coeur d'Alene to Joseph E. Morris & Lynn J. Morris and Matt & Mary Weigand.

Staff Report by: Dennis Grant, Streets & Engineering Project Manager

- a. **Council Bill No. 26-1010-** Approving V-26-02, Vacation of a portion of alley right-of-way, the 6' strip adjoining the east boundary line of Tax Number 25369, a portion of the South ½ of Lot 2, Block A, and Lot 3, Block A, Sanders Addition.

J. EXECUTIVE SESSION: Pursuant to Idaho Code § 74-206(1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

K. RECESS: to June 3, 2026, at 12:00 p.m. in the Library Community Room, 702 Front Avenue, Ave., for a workshop regarding City Administrator applicant interviews.

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



Coeur d'Alene

CITY COUNCIL MEETING

June 2, 2026

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor

Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

ANNOUNCEMENTS

CONSENT CALENDAR

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

May 19, 2026

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on May 19, 2026, at 6:00 p.m., there being present the following members:

Dan Gookin, Mayor

Amy Evans, Council President)	Members of Council Present
Dan English)	
Kenny Gabriel)	
Kiki Miller)	
Dan Sheckler)	
Christie Wood)	

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

INVOCATION: John Pulsipher of Interfaith CDA provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Wood led the pledge of allegiance.

PUBLIC COMMENTS:

Virginia Tate, Kootenai County, noted she is present and available to answer any questions regarding the Agreement for the provision of water services outside the city limits at 4176 E. Potlatch Hill Road and future annexation agenda item.

Stephen Petroskie, Kootenai County, noted he is also present and available to answer any questions regarding the Agreement for the provision of water services outside the city limits at 4176 E. Potlatch Hill Road and future annexation agenda item.

ANNOUNCEMENTS:

Councilmember Gabriel noted that Fire Chief Jon Fugitt started his employment yesterday. He congratulated Water Department employee, Travis Furey, for receiving the PNWS-AWWA Muddy Boots Award last week at the awards banquet for Exceptional Water Operator.

Councilmember Miller noted that the Historic Preservation Commission is presenting an award for the preservation of the Roosevelt Inn on May 22, 2026 at 5:30 p.m. at the Museum of North Idaho. Please RSVP to Traci in our Planning Department at tclark@cdaid.org.

Mayor Gookin shared an obituary honoring Don Johnston, who recently passed away at the age of 97. He served as the City's Mayor from 1978-1982 and Councilmember from 1969-1977. Mayor Gookin expressed condolences to his family and loved ones. He fondly remembered meetings at the Breakfast Nook, wherein 90-year-old Don drove himself.

Mayor Gookin requested the appointment of Adam Kroeger to the Arts Commission.

MOTION: Motion by Gabriel, seconded by Evans, to confirm the appointment of Adam Kroeger to the Arts Commission. **Motion carried.**

Mayor Gookin noted that last month there were some comments made and questions posed to the City Attorney; however, he didn't realize there was an E-mail sent out to Councilmembers Sheckler and Evans that noted some legal guidance regarding a motion to be made at the Council meeting. He expressed disappointment that the legal representation was made to two Council members rather than the whole Council. Councilmember Evans noted that she requested legal guidance from the City Attorney. Mayor Gookin stated that he didn't feel it was appropriate. Councilmember Wood noted that she also read the E-mail and expressed frustration and that the process was broken. Councilmember Sheckler expressed concern that this subject is not on the agenda and expressed concern about discussing it at this time. He confirmed that he received the E-mail as it was his motion that was going to be discussed and the City Attorney was providing his legal analysis and applicable codes. He expressed his opinion that it is not inappropriate for the City Attorney to provide legal advice to individual Councilmembers and moved to table this item and place it on the agenda at the next city council meeting. The Mayor noted that he will place it on the next meeting agenda for discussion and a motion is not needed. Councilmember Wood requested that reconsideration of Councilmember Evans as Council President and a review of the employment of Mr. Adams be placed on a future agenda, stating her view that the full Council should have been informed. Councilmember Miller stated concerns regarding the discussion and referenced prior communications involving Councilmember Wood, the Police Department, and Mr. Hagar. She stated her opinion that Mr. Adams had not acted inappropriately. She noted that there is a division among Council and expressed concern regarding the treatment of staff and noted that it seems inappropriate for it to be on the agenda as it should be an Executive Session item on the next agenda. Councilmember Gabriel concurred that discussions regarding staff should be an Executive Session item.

CONSENT CALENDAR:

1. Approval of Council Minutes for the May 5, 2026 Council Meeting.
2. Approval of the May 11, 2026 General Services Committee Meeting Minutes
3. Setting of the Tuesday, May 26, 2026 Public Works Committee Meeting
4. Setting of a Public Hearing for June 2, 2026 – V-26-02 - Vacation of a portion of alley right-of-way, the 6' strip adjoining the east boundary line of Tax Number 25369, a portion of the South ½ of Lot 2, Block A, and Lot 3, Block A, Sanders Addition to Coeur d'Alene
5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of Outdoor Eating Permits:
 - a. Jim Purtec, Jimmy's Down the Street, 1613 Sherman Avenue; 12 Seats
 - b. Daniel Griffin, The Coral Café, 1524 E. Sherman Avenue; 18 Seats

8. Approval of **RESOLUTION NO. 26-036** – A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: MEMORANDUM OF UNDERSTANDING WITH THE COEUR D’ALENE REGIONAL CHAMBER OF COMMERCE, INC., FOR THE 4TH OF JULY PARADE AND FIREWORKS SHOW FOR 2026, 2027, AND 2028; AMENDMENTS TO RULE 27 OF THE CITY OF COEUR D’ALENE PERSONNEL RULES REGARDING FLSA EXEMPT EMPLOYEES; A NON-BUDGETED ALLOCATION IN THE AMOUNT OF \$27,000.00 TO JB FENCING FOR THE REPAIR AND REPLACEMENT OF SIX (6) GATE OPERATORS AT THE POLICE DEPARTMENT; AND DECLARATION AS SURPLUS OF A 2014 FORD EXPLORER, A 2013 FORD INTERCEPTOR, AND A 2015 CHEVROLET TRAVERSE AND THE SALE OF SAID VEHICLES AT AUCTION.

MOTION: Motion by Evans, seconded by Gabriel, to approve the Consent Calendar as presented, including **Resolution No. 26-036**.

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

RESOLUTION NO. 26-037

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASSOCIATED UNDERWATER SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$36,658.35, FOR PROFESSIONAL DIVING AND UNDERWATER SURVEYING SERVICES RELATED TO ADDITIONAL OUTFALL MAINTENANCE ASSOCIATED WITH THE WASTEWATER OUTFALL INVESTIGATION AND CONDITIONAL ASSESSMENT PROJECT.

STAFF REPORT: Wastewater Capital Program Manager, Mike Becker, noted that the City’s wastewater outfall system, constructed in 1985, has experienced significant sediment buildup that has reduced its discharge capacity to approximately 50% of its original design, creating reliability concerns during peak storm flows. An underwater inspection conducted in 2025 confirmed advanced sediment intrusion and partial blockage of discharge ports. To address this, Amendment No. 1 to the existing agreement with Associated Underwater Services (AUS) proposes sediment removal, limited riverbed regrading, and replacement of key components to restore system capacity and improve long-term performance. As a maintenance process they will continue to do regular inspections. The amendment, totaling \$36,658.35 and bringing the overall contract to \$112,188.35, which is within the budgeted amount. Staff recommends City Council approval to ensure continued reliable wastewater operations.

DISCUSSION: Councilmember Gabriel noted that during discussions of the original project, it was noted that there may be more work needed depending on their findings.

MOTION: Motion by Wood, seconded by Gabriel, to approve **Resolution No. 26-037** - Approving Amendment No. 1 to the Professional Services Agreement with Associated Underwater Services Inc., for Wastewater Outfall Maintenance Services in the amount of \$36,658.34.

ROLL CALL: English Absent; Wood Aye; Evans Aye; Sheckler Aye; Miller Aye; Gabriel Aye.
Motion carried.

RESOLUTION NO. 26-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC., IN AN AMOUNT NOT TO EXCEED \$1,278,800.00 FOR THE WASTEWATER DEPARTMENT'S 2026 FACILITY PLAN UPDATE.

STAFF REPORT: Mr. Becker noted that the Facility Plan update will establish a long-term strategy for expanding the City's Water Resource Recovery Facility while identifying near-term improvements needed to maintain regulatory compliance and meet capacity demands. The update will also position the City to pursue funding opportunities, including low-interest loans, and support wastewater management needs for the next 10 to 20 years. Following a competitive qualifications process, J-U-B Engineers, Inc. was selected and negotiated a scope of services for the project, drawing on their extensive experience with the City and regional agencies. This plan will look at the entire plant and look at new technologies and provide recommendations for the next 10 years. The Wastewater Department has sufficient budget authority to fund the effort, and staff recommend City Council approval of the Professional Services Agreement in the amount of \$1,278,800.

DISCUSSION: Councilmember Miller asked if other engineering firms were contacted. Mr. Becker noted that they did a formal request for qualification and at the pre-selection meeting, JUB was the only firm to talk about the schedule, other firms did not make their proposal Coeur d'Alene centric, which is some of the justification to recommend JUB.

MOTION: Motion by Wood, seconded by Gabriel, to approve **Resolution No. 26-038** - Approving a Professional Services Agreement with J-U-B Engineers, Inc., for the 2026 Water Resource Recovery Facility (WRRF) Plan Update in the amount of \$1,278,800.00.

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

RESOLUTION NO. 26-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF A 2027 KENWORTH T880 DUMP TRUCK, FOR THE WASTEWATER DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$280,760.00 FROM KENWORTH SALES COMPANY, INC., THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM.

STAFF REPORT: Wastewater Assistant Director Ben Martin noted that the Wastewater Department has identified the need to replace an aging biosolids dump truck as part of its scheduled equipment replacement plan and budget. Staff recommend purchasing a new truck through the

Sourcewell cooperative purchasing program, allowing the City to utilize competitively bid pricing without conducting a separate procurement process. The new truck will increase hauling capacity by approximately 50%, improving operational efficiency and reducing trips between facilities. Funding for the \$280,760 purchase is available within the approved budget and falls below the allocated amount. Upon replacement, the existing 13-year-old truck will be reassigned to another City department.

DISCUSSION: Councilmember Gabriel asked how many trips a day, with Mr. Martin noting two to three truck loads per day. Councilmember Sheckler asked how many man hours will be saved per day. Mr. Martin noted that it will save approximately two hours per day, which will allow them to help with other projects. Mayor Gookin asked if the truck sit and slowly gets filled throughout the day. Mr. Martin explained that the truck does sit in the bay under the conveyor shoot where the sludge will fall into the truck. He noted that the bigger truck will allow them to not have to move the truck back and forth to fill evenly, which will also save staff time.

MOTION: Motion by Gabriel, seconded by Miller, to approve **Resolution No. 26-039** - Approving of the purchase of a 2027 Dump Truck from Kenworth Sales Co. through the Sourcewell cooperative purchasing program in the amount of \$280,760.

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

RESOLUTION NO. 26-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH LARIVIERE, INC., FOR THE 2026 PEDESTRIAN RAMP IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$319,689.00.

STAFF REPORT: City Engineer Chris Bosley explained that the ADA requires that pedestrian facilities be brought into compliance whenever streets receive asphalt overlays, with the City responsible for upgrading intersection corners. To meet these requirements, the City plans to replace or install new pedestrian ramps as part of recent overlay projects, with design and bid preparation completed by HMM Engineering. Following a competitive bidding process, LaRiviere, Inc. submitted the lowest responsive bid at \$319,689. The project will be funded through the existing Overlay/Chipseal Program budget and will improve accessibility citywide.

DISCUSSION: Councilmember Gabriel stated that the funding for this project comes from the overlay budget, so it will need to be added back to the budget in the future. Mayor Gookin asked about the previously funding ADA sidewalk budget, with Mr. Bosley explaining that the sidewalk fund not big enough to cover this size of a project.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 26-040** - Approving a Contract with LaRiviere, Inc. for the 2026 Pedestrian Ramp Improvement Project for \$319,689.00.

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

RESOLUTION NO. 26-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE CREATION OF A 2-HOUR PARKING RESTRICTION ON THE SOUTH SIDE OF WALLACE AVENUE BETWEEN 1ST AND 2ND STREETS, TOGETHER WITH A 15-MINUTE LOADING AND UNLOADING ZONE AT 110 WALLACE AVENUE.

STAFF REPORT: City Engineer Chris Bosley noted that Municipal Code § 10.24.020 governs limited-time parking, and the lack of restrictions on the 100 block of Wallace Avenue has led to all-day parking that limits access for nearby businesses. In response, Coeur Vitality Family Medicine Clinic has requested implementation of a 2-hour parking limit along the south side of the block, along with a 15-minute loading and unloading zone in front of its location to better serve patients. The cost for signage is minimal, though enforcement would require adjustments to the City's contract with Diamond Parking. Establishing these restrictions is expected to improve short-term parking turnover and accessibility.

DISCUSSION: Councilmember Miller asked when the Diamond Parking contract is up for renewal, with City Clerk Renata McLeod stating it would be 2028. Councilmember Miller noted that this is the second time Council has been requested to consider a one-off parking zone since Parking Commission and questioned what the policy is or should be for future requests. She would like to see pulling the Parking Commission back together and/or creating an Ad Hoc Committee to address the impact of new development pushing parking into residentially zoned areas. Councilmember English noted that it is reasonable to have that discussion. Mayor Gookin noted that he will add it to a future agenda.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 26-041** - Establishing a 2-hour parking restriction on the south side of Wallace Avenue between 1st and 2nd Street, together with a 15-minute loading/unloading zone at 110 Wallace Avenue.

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

RESOLUTION NO. 26-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH VIRGINIA L. TATE FOR THE PROVISION OF WATER SERVICE OUTSIDE THE CITY LIMITS AT 4176 E. POTLATCH HILL ROAD AND FUTURE ANNEXATION.

STAFF REPORT: Water Department Director Kyle Marine noted that property owner Virginia Tate requested City water service for her property outside City limits after her domestic well failed. While a temporary solution was provided, she declined annexation after learning it would require significant infrastructure upgrades at her expense. Under the City's policy (17-001), properties contiguous to City limits must annex before receiving permanent water service, and staff identified multiple required improvements tied to annexation. Although the system has capacity to serve the

property, approving service without annexation could create equity concerns, set precedent, and impact long-term planning. He noted there are specific fire, sewer, and annexation requirements. He noted that there have been 28 properties denied service in the past. He noted that staff is bringing this forward for Council to determine whether to enforce the existing policy or allow an exception to provide service without annexation.

DISCUSSION: Mayor Gookin noted this is a real complex issue and there have been many years of discussion. Councilmember Wood noted that there are no direct costs to the Water Department to serve the lot and that it has capacity and would not reduce pressure to other parcels. She expressed concern about the lack of water on the hill and risk to businesses and homes. She noted that she is not concerned with a precedent as Council reviews each request. Mr. Marine clarified that there are annexation requirements from each department, not only the Water Department. Mayor Gookin noted that the property is currently served by Kootenai County Fire and Rescue as it is not annexed into the City and there is a hydrant at the entry at the frontage road that is city owned. Mr. Marine explained that the County has tankers for fire services, which the City does not so they need hydrants within a certain distance of the building. Mayor Gookin explained that the annexation requirements include that the road be to City standards and that hydrants are installed at 500' increments, with the costs bore by Ms. Tate at the time of annexation. Councilmember Sheckler asked if future parcels want to be annexed in, what would be the consequences if the parcel is connected to city water service but not annexed. Mr. Marine explained that the requirement is that water lines go to and through the parcel, which could be extended into the next parcel as lots are annexed. Councilmember English stated that there is a current need for water to the Tate property and he would support the request. Councilmember Gabriel stated that the City has had many conversations over the years to try to get this request to the finish line and reiterated that fire flow is an issue in that area. He expressed concern about setting a precedent and how the City would be justified in saying no in the future. Councilmember Wood noted that the difference for this request is the history and no one else has provided the expenses and decades of negotiations. She explained that this is solely a water request and if they don't get this request approved, they will not have water; additionally, their parcel abuts the City on three sides. Councilmember English indicated that he believes there is good justification and the Council will weigh the merits of future requests individually. Councilmember Miller noted that the City doesn't know what the future holds for that area development and asked if a developer would have to develop lines backwards to connect the line, with Mr. Marine confirming that is correct. Councilmember Miller expressed concern that this kicks the can down the road for those properties. She asked Community Planning Director Hilary Patterson to address the issue. Ms. Patterson noted they have had a few meetings with Ms. Tate and that fire service is the biggest challenge, and the provision in the Good Neighbor Agreement included in the Council packet is that they would have to agree to annexation to ensure other properties could be developed in the future. She also noted that the County road is a challenge as it is not built to city standards. Mayor Gookin asked Mr. Marine if this request is allowed what happens to the policy. Mr. Marine explained that the City would look for possible changes to the policy, or the policy can stand and if someone that was previously turned down could come back to the City Council also requesting an exemption from the policy. Mayor Gookin clarified that if this request is allowed, the Council is making an exception to the policy. Councilmember Wood noted that the policy was enacted in 2005 and updated in 2017 and the Tate family has been dealing with since the 80's. According to the Good Neighbor Agreement they agree to connect, pay fees, follow City policies, and agree to

annex at the time they are contingent and or we allow water without annexation at this time or at a later date. Councilmember Miller noted that within the agreement it says that upon acceptance they will annex when certain things occur. Councilmember Wood asked if the Agreement has been reviewed with Ms. Tate and are they agreeable to the terms. Mayor Gookin requested Ms. Tate to speak on the matter. Ms. Tate noted that the request for water began in the 1980's during the Armstrong Park development when the City bifurcated their property, under the guarantee of City water and sewer. She noted that when the north 4 acres of her property were annexed, she was required to install the fire hydrants. The water line guaranteed was never properly installed. Her first request was prior to the policy development, the newly dated agreement was not sent to her, and she has never read it. She noted that fee off sets are not address into this agreement. She explained the history of previous Annexation Agreement negotiations and the development of the first Good Neighbor Agreement. Councilmember Sheckler expressed concern about the agreement not being reviewed by Ms. Tate and suggested the item be tabled until they have had a chance to review it and make suggested changes. Ms. Tate expressed concerns about getting to the finish line and her desire is to get approval for water service tonight. She noted that the sewer line is properly installed; however, the water line was not. She was asked to abandon her water rights not just the well, and she is not agreeable to that. Councilmember Miller concurred that this item should be tabled if there is no agreement of the parties. Ms. Tate noted that she had seen a prior version of the agreement and made suggested changes which were never addressed. Councilmember English asked if there is something the Council could give tonight and follow up with other details later. Ms. Tate agreed to complete the install underground while long range planning occurs, further explaining that the real problem goes back to the Highway District and original roadway development, which can't be brought into the City. Councilmember Sheckler noted that the Council wants to complete the Good Neighbor Agreement that is needed; however, the one before Council has not been seen by Ms. Tate. He asked Ms. Tate what terms she wants that the Council can propose to change the document so there is a motion council could make that is agreeable. Ms. Tate noted that the agreement keeps changing and would love to annex in the future, but it will take millions of dollars to change that road. Mayor Gookin asked Ms. Tate if they could direct staff to provide you with a water connection and work on a future annexation agreement, which Ms. Tate concurred.

Councilmember Miller asked for clarification regarding the mechanism for accomplishing the water connection if there is no Good Neighbor Agreement. Ms. Tate noted that they would need to have the Good Neighbor Agreement and she has previously paid for the fire hydrant. Mayor Gookin noted they could still direct staff to work with Ms. Tate without delaying it further. Councilmember Miller asked for clarity if staff is directed to negotiate an Annexation Agreement that would deviate from normal agreements. Mayor Gookin asked Ms. Patterson to explain how this could be accomplished. Ms. Patterson noted the challenge between the City and State Codes that led to annexation, clarifying that it would be better under this other agreement format. She also clarified that the agreement in the packet is the same as the December 11 agreement provided to Ms. Tate, noting Ms. Tate sent her response back on December 12 which contained her areas of disagreement and where she wanted credits given, which was not agreeable at that time. Additionally, a meeting was held with Ms. Tate in January including the Mayor and Mr. Tymesen to go over the concerns with Ms. Tate. Furthermore, the Annexation Agreement would not work as Ms. Tate is not ready to annex. Ms. Tate stated that if she could get the Highway District to fix the road, they would not be in this situation, she has been trying to resolve the issue to no avail.

Councilmember Miller asked if staff and the Tate's could meet and draw up each point with possible solutions to present to Council. Ms. Tate noted that she has been down the road before and felt all the concessions were made on her side. Councilmember Miller asked if staff could compare the two agreement versions and note the areas of impasse and provide it to Council for review at the next meeting. Ms. Tate doesn't believe that would work, reiterating that she already paid for the fire hydrant and can't change where the road sits and doesn't know how they can come up with something that sticks in the future.

Councilmember English offered to be a Council representative in meetings with the staff. Councilmember Wood expressed concern regarding pushing the item down the road but felt the Council doesn't have all the information to ensure they are entering into the proper agreement for the future. Councilmember Gabriel noted that the Council is asking for more information to protect the future and ensured Ms. Tate they want to get this to the finish line. Ms. Tate noted that she would like to write the agreement to ensure it is accurate.

MOTION: Wood motion, second by Miller, to table this item for two weeks, giving Ms. Tate time to come back with information, including all costs incurred by Ms. Tate, for Council review within the Good Neighbor Agreement. **Motion Carried.**

DISCUSSION: Mayor Gookin asked if a two-week timeline would work for staff. Ms. Patterson noted that the review will also include Water, Legal, and Fire Departments; however, she felt two weeks will work.

RESOLUTION NO. 26-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), ESTABLISHING A NEW STAFFING SCHEDULE TO ADDRESS THE CURRENT STAFFING OF MEDIC 34 AND THE FUTURE STAFFING OF MEDIC 34 AFTER JANUARY 1, 2027.

STAFF REPORT: Interim Fire Chief Bill Deruyter explained that the amendment addresses both current and future staffing needs for Medic 34, transitioning from limited weekday coverage to full 24/7 service funded by the Kootenai County EMS System beginning October 1, 2026. While full staffing will not be in place until early 2027, the amendment ensures continuity in scheduling without requiring further revisions. The change will have no financial impact on the City or Fire Department, as ongoing funding is secured externally. Mr. Deruyter recommended Council approval of the contract amendment to support expanded ambulance service coverage.

DISCUSSION: Councilmember Gabriel noted that KCEMS has committed to paying into perpetuity.

MOTION: Motion by Gabriel, seconded by Miller, to approve **Resolution No. 26-043** - Approving of an Amendment to the Collective Bargaining Agreement with Local 710, regarding Article 8, entitled Staffing.

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

COUNCIL BILL NO. 26-1008

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING COEUR D'ALENE MUNICIPAL CODE SECTION 5.64, ENTITLED "AMUSEMENT MACHINES AND ARCADES"; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Municipal Services Director Renata McLeod noted that the City's arcade regulations were established in 1982 to ensure safe environments for youth, are now outdated and no longer serve a meaningful purpose. The City has not issued an arcade license in at least 15 years, and the existing code provides limited oversight, requiring only background checks for facility owners. Additionally, similar businesses in neighboring cities are not subject to additional licensing requirements. Given the lack of relevance and applicability, Ms. McLeod recommended repealing the Amusement Machines and Arcades code.

MOTION: Motion by English, seconded by Sheckler, to dispense with the rule and read **Council Bill No. 26-1008** once by title only.

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

MOTION: Motion by Sheckler, seconded by Wood, to adopt **Council Bill 26-1008**.

ROLL CALL: Wood Aye; Evans Aye; Sheckler Aye; Miller Aye; Gabriel Aye; English Aye.
Motion Carried.

EXECUTIVE SESSION: MOTION: Motion by Wood, seconded by English to enter into Executive Session Pursuant to Idaho Code § 74-206(1) (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.

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

The Council entered into Executive Session at 7:55 p.m. Those present were the Mayor, City Council, Interim City Administrator, Wastewater Director, and City Attorney. Council exited Executive Session at 8:26 p.m.

MOTION: Motion by Sheckler, seconded by Gabriel to put personnel matters as an executive session item on the next Council meeting agenda. **Motion Carried.**

DISCUSSION: Councilmember Wood requested to remove her two early requested agenda items (reconsideration of Council President and Removal of City Attorney). Councilmember English expressed interest in discussing Councilmember Wood’s items.

ADJOURNMENT: Motion by Sheckler, seconded by Gabriel, that there being no other business, this meeting be adjourned. **Motion carried, with English voting No.**

The meeting ended at 8:31 p.m.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod
City Clerk/ Municipal Services Director



Re: Fireworks Stands 2026

From: Kelley Setters Deputy City Clerk

	Location	Operated by	Distributor	
	Corner of Ramsey and Prairie Rd	Eda Darwood 8505 Peach Lane Missoula, MT 59808	Bee-Rad Fireworks 8505 Peach Lane Missoula, MT 59808	X
	Albertsons 220 Ironwood Dr	Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
	Safeway 101 W Neider	Pamela Kyes 104 S Freya White Bldg Suite 120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
	Super 1 Foods 305 W Kathleen	Eric Campbell S 104 Freya White Bldg #120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
	Walgreens 225 W Appleway	Kristin Liberty 59 E Queen Ste 200 Spokane WA 97202	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	X
	Ramsey & 1600 Appleway	Kimberly Craig 1600 W Appleway Ave Coeur d Alene, ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	X
	355 E Neider Ave	Laurie Cruz PO Box 35005 Seattle, WA 98124	Jakes Fireworks PO Box 35005 Seattle, WA 98124	X
	Fred Meyer 560 W. Kathleen	Joe Witter 560 W Kathleen Ave Coeur d Alene, ID 83815	Phantom Fireworks PO Box 160421 Clearfield, UT 84016	X
	Silver Lake Mall 2007 W. Hanley	Joe Witter PO Box 160421 Clearfield UT 84016	Phantom Fireworks PO Box 160421 Clearfield, UT 84016	X

CITY COUNCIL STAFF REPORT

DATE: June 2, 2026
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-25-03, Second Street Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Max Chappron, Chief Financial Officer
Blue Fern Homes 08, LLC
18300 Redmond Way Suite 120
Redmond, WA 98052
- c. Location: 207, 211, & 213 E. Garden Avenue (NE Corner of Garden Avenue & 2nd Street)
- d. Previous Action:
 1. Preliminary plat approval, February 27, 2025

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of Lots 7, 8, 9, and 10, Block 9, Town of Coeur d'Alene and Kings Addition located in Coeur d'Alene. This subdivision created one (1) lot. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

SECOND STREET ADDITION

A REPLAT OF LOTS 7, 8, 9 AND 10, BLOCK 9,
TOWN OF COEUR D'ALENE AND KINGS ADDITION (BOOK C OF DEEDS, PAGE 144)
LOCATED IN THE NW 1/4 OF THE SW 1/4,
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RECORDERS CERTIFICATE

THIS SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE
RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF
STORHAUG ENGINEERING THIS _____ DAY OF _____
20____, AT _____ M AND DULY RECORDED IN BOOK
OF SURVEYS/PLATS, PAGE _____

INSTRUMENT _____, FEE _____

DEPUTY CLERK ON BEHALF OF
JENNIFER LOCKE, COUNTY CLERK

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT BLUE FERN HOMES 08, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, ARE THE OWNERS AND HAVE CAUSED TO BE PLATTED INTO LOT(S) THE LAND SHOWN HEREON TO BE KNOWN AS GARDEN AVENUE ADDITION, SAID LAND BEING DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9 AND 10, BLOCK 9, TOWN OF COEUR D'ALENE AND KINGS ADDITION THERETO, KOOTENAI COUNTY, IDAHO, ACCORDING TO THE CORRECTED PLAT RECORDED IN BOOK "C" OF DEEDS, PAGE 144.

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

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATION OF DISPOSAL.

DATED THIS 12th DAY OF May, 2026

RAC. OH
PANHANDLE HEALTH DISTRICT OFFICIAL

CITY ENGINEER

I HEREBY ATTEST THAT THE CITY OF COEUR D'ALENE REQUIREMENTS FOR PUBLIC UTILITIES AND ROADWAYS HAVE BEEN MET ON THIS _____ DAY OF _____, 20____.

ENGINEER, CITY OF COEUR D'ALENE

CITY COUNCIL

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO
DATED THIS _____ DAY OF _____, 20____.

CITY CLERK

COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH _____ THIS 14th DAY OF May, 2026 December 31, 2025

Kelly M. Deady
KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY SURVEYOR

EXAMINED AND APPROVED, THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY SURVEYOR

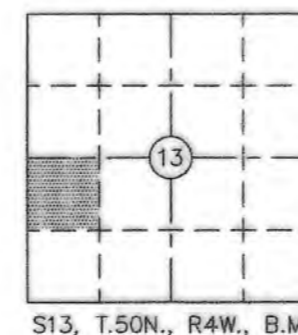
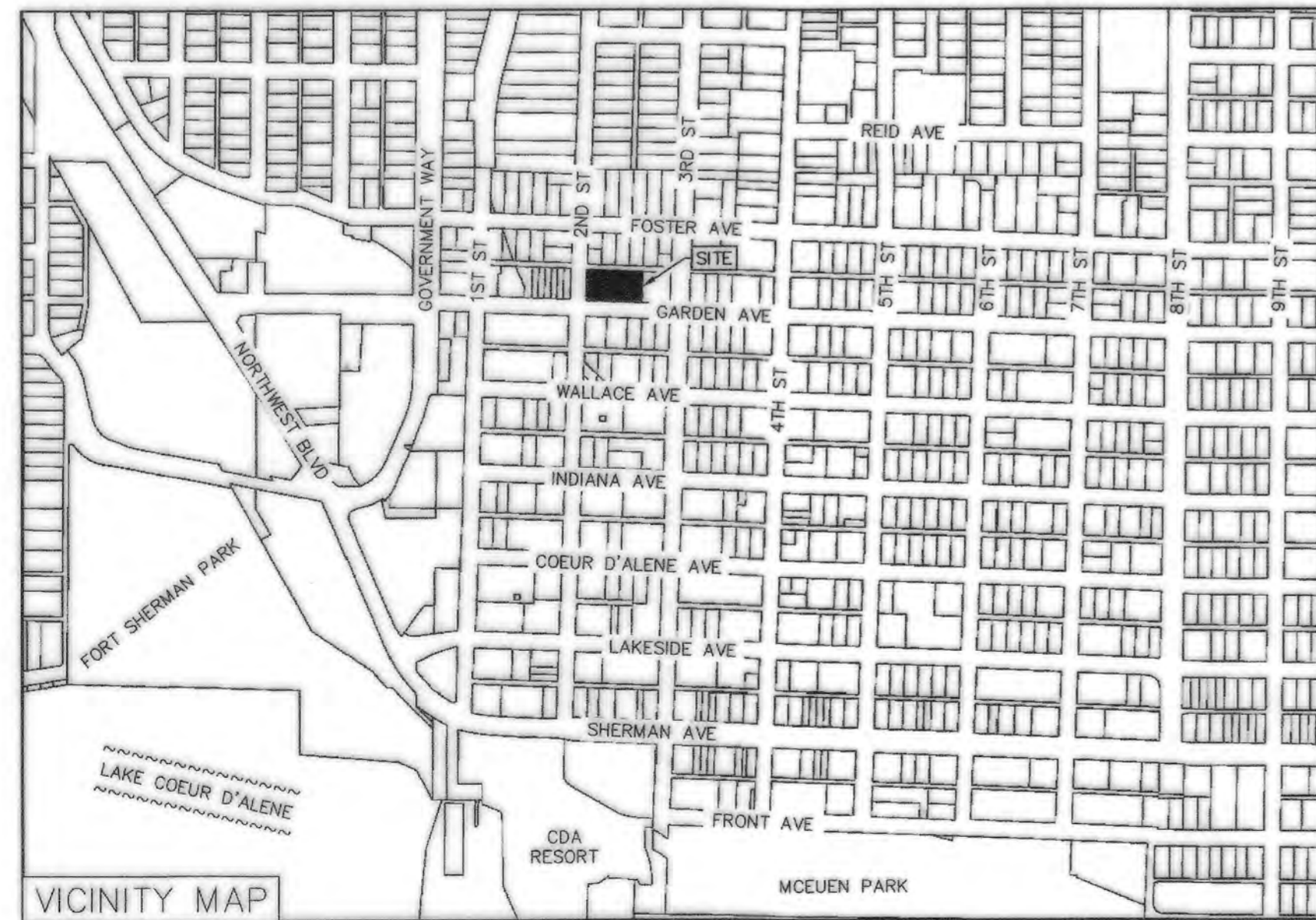
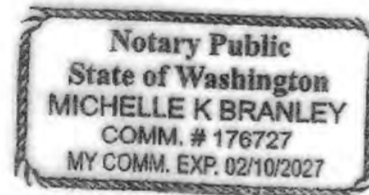


ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON April 29, 2026
20____ BY Max Chappon AS Authorized Agent OF
BLUE FERN HOMES 08, LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

Michelle K Branley
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY APPOINTMENT EXPIRES: February 10, 2027



storhäug
civil engineering planning
landscape architecture surveying

510 east third avenue | spokane, wa | 99202
p 509.242.1000

SURVEYOR'S CERTIFICATE

I, TROY A. CARLSON, PLS 15434, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS AT THE REQUEST OF BLUE FERN HOMES 08, LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

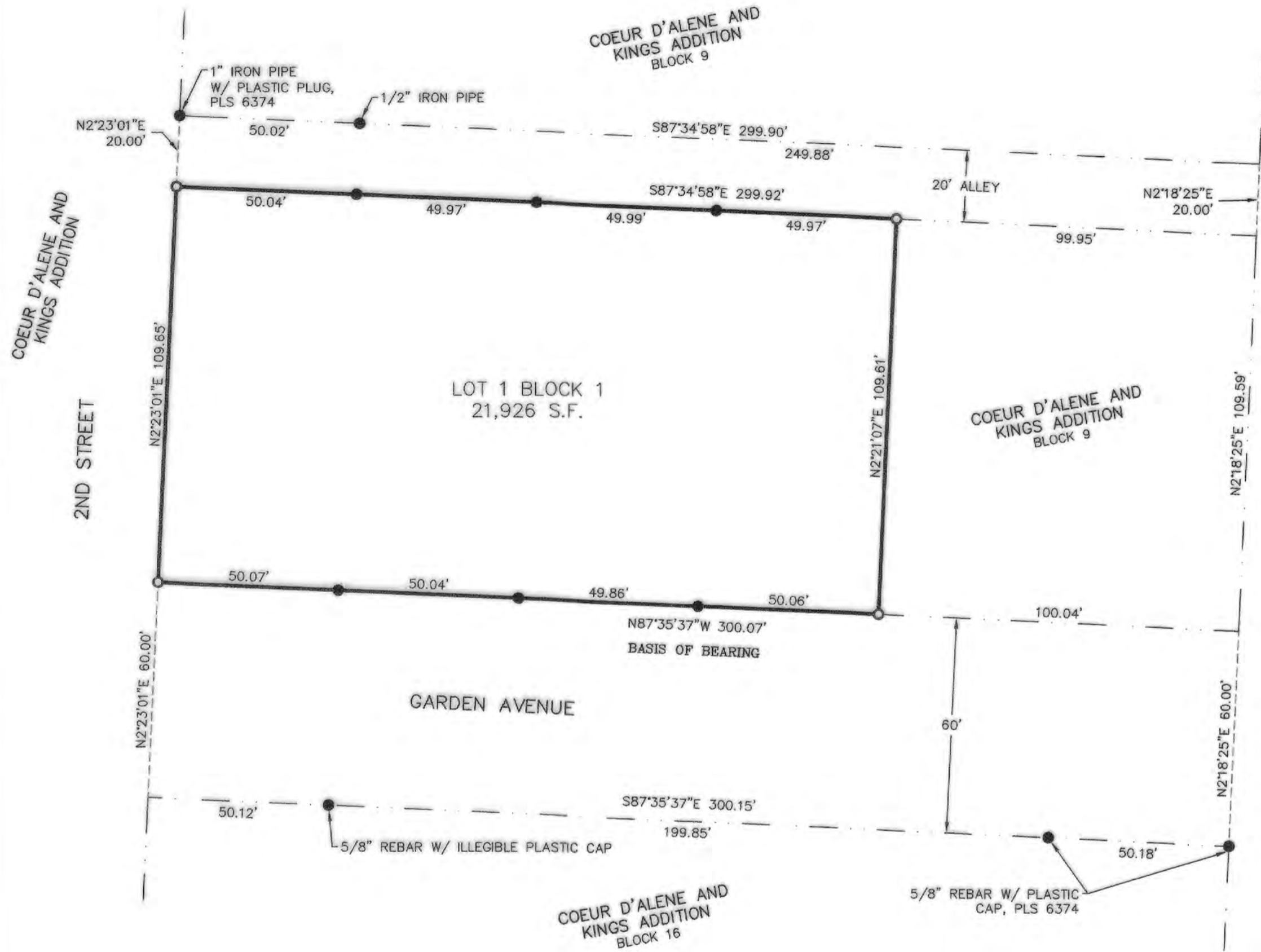
Troy A. Carlson
PLS 15434
PROFESSIONAL LAND SURVEYOR
REGISTERED
15434
4-21-26
STATE OF IDAHO
TROY A. CARLSON

DATE	04/15/2026	SCALE	NA
FIELD BOOK	24-272	DRAWN	JRB
PROJECT NUMBER	24-272	DRAWING NO.	1 OF 2

SECOND STREET ADDITION

A REPLAT OF LOTS 7, 8, 9 AND 10, BLOCK 9,
TOWN OF COEUR D'ALENE AND KINGS ADDITION (BOOK C OF DEEDS, PAGE 144)
LOCATED IN THE NW 1/4 OF THE SW 1/4,
SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ OF PLATS, PAGE _____
INSTRUMENT _____



SURVEY REFERENCES:

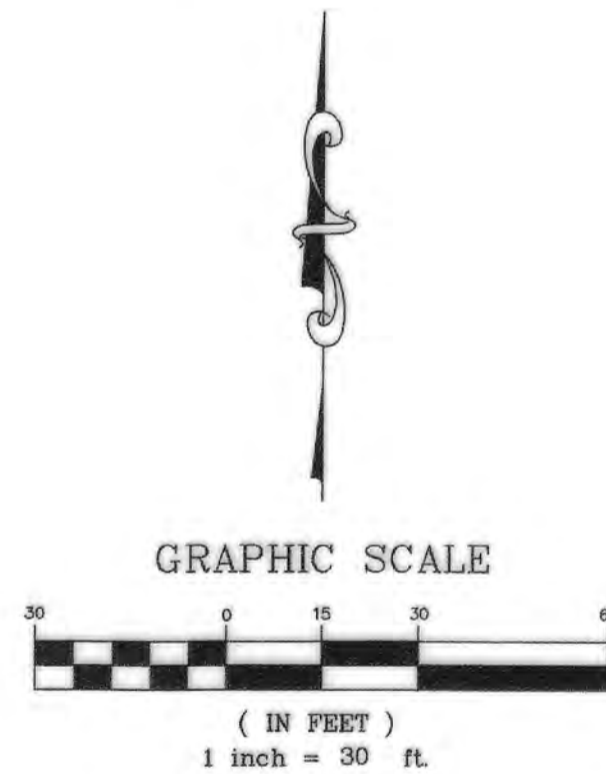
COEUR D'ALENE AND KINGS ADDITION,
BOOK C OF DEEDS, PAGES 144-145
RECORD OF SURVEY, BOOK 31 OF SURVEYS, PAGES 538-538A
RECORD OF SURVEY, BOOK 31 OF SURVEYS, PAGE 770
RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGES 122-122A
RECORD OF SURVEY, BOOK 32 OF SURVEYS, PAGE 173

BASIS OF BEARING:

A BEARING OF N87°35'37\"/>

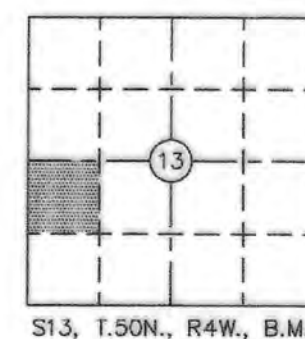
SURVEYOR'S NARRATIVE:

THE BOUNDARY SHOWN HEREON IS BASED ON FOUND MONUMENTS,
PREVIOUS SURVEYS OF RECORD, AND THE UNDERLYING PLAT OF COEUR
D'ALENE AND KINGS ADDITION.



LEGEND

- FOUND 1/2\"/>
- REPLACED FOUND 1/2\"/>
- SUBJECT PARCEL BOUNDARY
- - - - - RIGHT-OF-WAY LINE
- · · · · TIE LINE



storhäug
civil engineering planning
landscape architecture surveying
510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 04/15/2026	SCALE 1" = 30'
FIELD BOOK 24-272	DRAWN JRB
PROJECT NUMBER 24-272	DRAWING NO. 2 OF 2

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: June 2, 2026
FROM: Kyle Marine, Water Department Director
SUBJECT: Purchase property around Locust Well for \$185,000

=====

DECISION POINT: Should Council allow staff to purchase property around 114 E. Locust Ave. (the Locust Well) for the purpose of well site protection, maintenance and well site protection?

HISTORY: The Locust Well site was purchased and hand-dug in 1955. It was later redeveloped in 1968 and then completely reconstructed in 1990 with a submersible pump installation. In 2003, the system was converted to a line shaft pump with an experimental Magna Drive system. The Magna Drive was replaced in 2004 with a 350 HP motor, which is still in operation today. The well has been rehabbed a few times since then and, during each of these projects, the Water Department had to coordinate with the school district or current neighboring property owners to temporarily use their property for crane access, staging areas, maintenance activities, and construction operations.

FINANCIAL ANALYSIS: The proposed purchase price for the property surrounding the Locust Well is \$185,000. The proposed funding plan would use \$155,000 from Water Department Capital Fee funds and the trade of a food trailer owned by the Parks Department valued at approximately \$30,000. The Water Department would reimburse the Parks Department for the \$30,000 value of the trailer from Capital Fee funds. While this project is not currently included in the budget, the Water Department has adequate funding available within the Capital Fee Fund to complete the purchase. Purchasing the property would provide the City with long-term access for maintenance, repairs, and future improvements to the well site. It would also help protect the well from potential contamination and maintain adequate wellhead protection required by Department of Environmental Quality (DEQ) and Environmental Protection Agency (EPA) standards. If the property is not purchased now, future maintenance access and protection of the well could become more difficult depending on future ownership of the neighboring property. The school district would still be allowed to use the property for parking as long as it owns the adjoining parcel, while providing the City access as needed for well maintenance and operations.

PERFORMANCE ANALYSIS: By purchasing this property, the City would have permanent access to the space needed whenever maintenance or future improvements to the well site are required. In addition, if the school district were to sell the main parcel in the future, the City would retain control of the area necessary for operation, maintenance, and protection of the well site.

The City and the School District have agreed that the School District may continue to use the property for parking purposes only, for as long as they own the adjoining property. The agreement would also ensure the City maintains access to the site as needed for well maintenance and upkeep of the property.

DECISION POINT/RECOMMENDATION: Council should approve a Real Estate Purchase Agreement for the Purchase property around Locust Well in the amount of \$185,000.00; utilizing \$155,000.00 from Water Department Capital Fee funds and trading a food trailer valued at \$30,000 from the Parks Department.

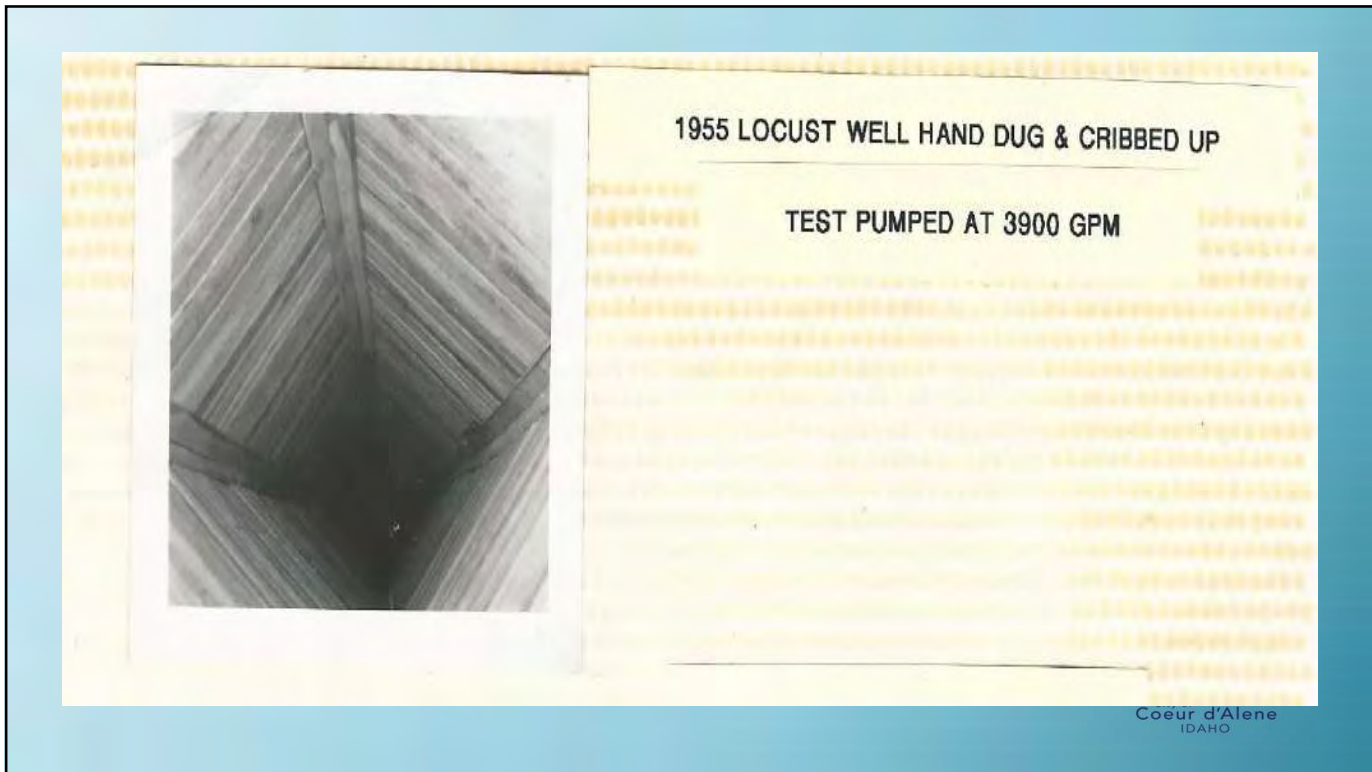


1

LOCUST WELL PROPERTY PURCHASE 114 E. LOCUST AVENUE



2



3

Redeveloped in 1968



4

Locust Well



5

EXISTING LOT SIZES



6

PROPOSED LOT SIZES



7

RECORD OF SURVEY MAP



8

FOOD TRAILER



9

Thank you!



10

RESOLUTION NO. 26-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT #271 FOR PROPERTY AROUND 114 E. LOCUST AVENUE (THE LOCUST WELL), FOR WELL SITE EXPANSION, IN AN AMOUNT NOT TO EXCEED \$185,000.00.

WHEREAS, the Water Department Director has recommended that the City of Coeur d'Alene enter into a Real Estate Purchase and Sales Agreement for certain real estate identified in the attached Exhibit "1", attached hereto and by this reference incorporated herein; and

WHEREAS, the terms of said purchase are memorialized in the attached Agreement; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the Citizens of Coeur d'Alene to execute the proposed Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Real Estate Purchase and Sale Agreement with the Coeur d'Alene School District #271 for property located around 114 E. Locust Avenue (the Locust Well), for well site expansion, in an amount not to exceed \$185,000.00, attached as Exhibit "1".

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City.

DATED this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated and effective as of the ___ day of _____ 2026, (“Effective Date”), by and between the Coeur d’Alene School District #271, a public school district organized and existing under the laws of the State of Idaho (“Seller” or “District”), and the City of Coeur d’Alene, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho (“Buyer” or “City”). Seller and Buyer are referred to individually herein as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District is a validly organized and existing school district authorized under Title 33, Chapter 3 of the Idaho Code;

WHEREAS, the Board of Trustees of the District (the “Board”) has authority pursuant to Idaho Code § 33-601(4)(b) to convey, by duly adopted resolution, real property owned by the District to the City, as a city organized under the laws of the State of Idaho;

WHEREAS, the District owns certain real property commonly referred to as 121 E. Poplar Ave., Coeur d’Alene, Idaho 83814,

WHEREAS, the City owns certain real property located within the District’s property, which City property is commonly referred to as 114 E Locust Ave, Coeur d’Alene, Idaho 83814, and is used as a well lot owned and managed by the City;

WHEREAS, the City desires to expand the well lot by acquiring a portion of the District’s property;

WHEREAS, subject to the terms and conditions herein, the District desires to convey and the City desires to acquire that certain real property more particularly described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase certain real property located in the County of Kootenai, State of Idaho, consisting of approximately .226 acres LOCATED IN THE NW 1/4 OF THE SW 1/4, SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, CITY OF COEUR D’ALENE, KOOTENAI COUNTY, STATE OF IDAHO, and more particularly described as follows:

See **Exhibit “A”** attached hereto and incorporated herein by reference for the property legal description the (“Property”). The Property is generally depicted in **Exhibit “B”** attached hereto and incorporated herein by reference.

2. Purchase Price. The total purchase price for the Property is One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00) (the “Purchase Price”). The Purchase Price shall be payable at closing in good funds and/or in combination with goods and/or services of equivalent

value totaling the Purchase Price. In the case of payment by means of goods and/or services, the Parties must agree on the value of the same, in good faith, with respect to a reduction in the Purchase Price.

3. Buyer's Conditions to Close. All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

(a) **Condition of Title.** Title to the Property shall be conveyed by Warranty Deed and shall be free and clear of all liens, easements or encumbrances caused or suffered by Seller or anyone claiming by or through Seller except (i) the lien of taxes not yet due and payable and (ii) those liens, encumbrances, easements, assessments, restrictions, and tenancies of record or that are discernable from a physical inspection of the Property.

i. **Grant of Easement.** Notwithstanding the foregoing, the Parties understand and agree that the Warranty Deed shall include the reservation of an easement encumbering the entirety of the Property in favor of Seller for purposes of ingress, egress and parking rights for so long as the Seller owns the adjacent land.

(b) **Title Due Diligence.** Buyer shall have five (5) days from the Effective Date to conduct its due diligence with respect to the title of the Property (the "Title Due Diligence Period"). Buyer may terminate this Agreement for any reason during the Title Due Diligence Period. If Buyer does not terminate the Agreement within the Title Due Diligence Period, Buyer shall be deemed to have satisfied itself with the condition of title to the Property. Buyer may purchase, at its sole cost and expense, a standard coverage owner's policy of title insurance from the Title Company ("Title Policy") in the full amount of the Purchase Price.

4. Closing. Closing shall occur on or before June 10, 2026, or as the Parties otherwise agree ("Closing Date"). Closing shall occur at Kootenai Title Company, 1450 Northwest Blvd., Suite 200, Coeur d'Alene, ID 83814 (the "Closing Agent").

(a) On or before the Closing Date, Seller shall deposit with the Closing Agent a duly executed and acknowledged Warranty Deed conveying the Property to Buyer subject to the reservation of easement in favor of Grantor for purposes of ingress/egress and parking.

(b) On or before the Closing Date, Buyer shall deposit the Purchase Price in good funds and/or in combination with goods and/or services of equivalent value totaling the Purchase Price, as determined by the Parties in good faith, with the Closing Agent.

5. Costs. Buyer and Seller shall equally share all escrow fees and recording fees. Buyer shall pay the premium for the Title Policy (if any). Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, Buyer shall be deemed to have owned the Property for the entire Closing Date.

6. Seller's Conditions for Closing. Seller's obligation to sell the Property is expressly conditioned on the satisfactory completion of each of the conditions set forth below.

(a) Purchase Agreement Approval. Seller's Board of Trustees must affirmatively approve the terms of this Purchase Agreement.

(b) Appraisal/Resolution Authorizing Conveyance. Seller, at its sole cost, must obtain an appraisal of the Property and enter the appraisal into the records of the Board of Trustees and make such findings as would be necessary under Idaho Code for a conveyance of the Property to Buyer. Such findings must be made by resolution and affirmatively approved by the Seller's Board of Trustees, in its sole and absolute discretion.

7. Broker. Buyer and Seller each represent and warrant that neither has employed nor associated with any broker or agent in connection with this transaction. Buyer and Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party.

8. Condition of Property. Buyer understands and agrees that Buyer is purchasing the Property as-is, where is, with all faults and without any warranties by Seller express or implied, except for the limited warranties given pursuant to the Warranty Deed.

9. Miscellaneous.

(a) Attorneys' Fees. In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of the Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorney's fees incurred in connection with such litigation, including such costs and attorney's fees on any appeal.

(b) Notices. Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

SELLER: Coeur D'Alene School District #271
1400 N. Northwood Center Ct.
Coeur d'Alene, ID 83815

With an email copy to: sdeniston@cdaschools.org
megan@lyonsodowd.com

BUYER: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814 Attn: City Clerk

With an email copy to:

(c) Counterparts. This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.

(d) Survival. The entire Agreement shall survive closing.

(e) Headings. Section headings are for convenience only and shall not be deemed to define, limit or construe the contents of any terms, consents or conditions in this Agreement.

(f) Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.

(g) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. Venue for any litigation shall be in the District Court of the First Judicial District in and for the County of Kootenai.

THIS AGREEMENT WAS DULY EXECUTED as of the date first set forth above.

SELLER:

Coeur D'Alene School District #271

BUYER:

City of Coeur d'Alene, Idaho

By Dr. Shon Hocker, Superintendent

By Daniel K. Gookin, Mayor

BOARD OF TRUSTEE APPROVAL:

ATTEST:

Lesli Bjerke, Board Chair

Renata McLeod, City Clerk

ATTEST:

Marianne Southwick, Clerk of the Board

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

That portions of land described in Warranty Deed, Instrument No. 549083, Warranty Deed, Instrument No. 690943, and Tax No. 4078, records of Kootenai County, Idaho, being situated in the Northwest 1/4 of Southwest 1/4 of Section 12, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at West 1/4 corner of said Section 12, from which the Center 1/4 corner of said Section 12 bears South 89°01'59" East, 2,635.53 feet; thence along the center east-west line of said Section 12, South 89°01'59" East, 215.66 feet; thence leaving said center east-west line of said Section 12, South 01°09'59" West, 63.26 feet, more or less, to the south Right-of-Way line of Locust Avenue; thence along said south Right-of-Way line, South 89°23'58" East, 86.33 feet, to the POINT OF BEGINNING;

thence continuing along said south Right-of-Way line, South 89°23'58" East, 44.48 feet, more or less, to the northwest corner of Warranty Deed, Instrument No. 664731, records of Kootenai County;

thence leaving said south Right-of-Way line, South 00°36'02" West, 75.00 feet, more or less, to the southwest corner of said Warranty Deed;

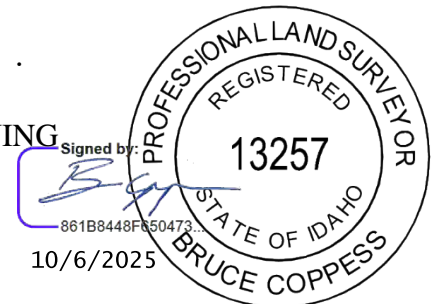
thence along the southerly line of said Warranty Deed, South 89°23'58" East, 50.00 feet, more or less, to the southeast corner of Corporation Deed, Instrument No. 910865, records of Kootenai County;

thence along the easterly boundary of said Corporation Deed, North 00°36'02" East, 75.00 feet, more or less, to the northeast corner of said Corporation Deed, and the south Right-of-Way line of Locust Avenue;

thence along said south Right-of-Way line, South 89°23'58" East, 15.52 feet; thence leaving said south Right-of-Way line, South 00°36'02" West, 117.85 feet; thence North 89°23'58" West, 110.00 feet;

thence North 00°36'02" East, 117.85 feet; to the POINT OF BEGINNING

Containing 9,213 square feet or 0.212 acres, more or less.



**CITY COUNCIL
STAFF REPORT**

DATE: June 2, 2026
FROM: Kyle Marine, Water Department Director
SUBJECT: Potential purchase of property at the Borah School from the Coeur d'Alene School District for a future well site for \$195,000

DECISION POINT: Should Council authorize staff to begin the process to determine the suitability of property located at 632 E. Borah Ave. for a future well site and, if the site is suitable, to purchase the property from the Coeur d'Alene School District for \$195,000?

HISTORY: As outlined in the current 2023 Comprehensive Plan, additional wells will be needed in both the upper and lower pressure zones as growth continues. Staff have been researching suitable locations for a potential future well site in the lower zone. Multiple sites were evaluated during this process and, due to the proximity of transmission mains in the area, along with nearby productive wells, the Borah School location was determined to be the most feasible option. Staff reached out to the School District #271 (District) to discuss potential interest in selling a small corner portion of the old Borah School property. The City then moved forward with surveying the parcel to identify a reasonable size and location that would meet the City's needs. The District also completed a third-party property valuation to estimate the value of the property. The Water Department continues to evaluate future growth and proactively plan for the community's long-term water supply needs. The lower pressure zone has been identified as needing an additional 2,000 gallons per minute of supply capacity to support projected growth demands. The Comprehensive Plan identifies the need for an additional well in the lower zone by 2030.

FINANCIAL ANALYSIS: The proposed purchase price for the future well site property is \$195,000, contingent upon the test well producing promising results that indicate the site would be suitable for a future production well. While this project is not currently included in this year's budget, the Water Department has adequate funding available within the Capital Fee Fund to complete the property purchase. If the test well produces favorable results, the Water Department would move forward in the future with drilling and constructing a production well to help accommodate the community's growing water supply needs.

PERFORMANCE ANALYSIS: Purchasing the property would position the City for long-term success by helping ensure there are no future water supply shortfalls and by establishing a path forward to meet the Water Department's growing system demands as the community continues to grow.

DECISION POINT/RECOMMENDATION: Council should authorize staff to begin the process to determine the suitability of property at 632 E. Borah Ave. for a future production well and, if the site is suitable, to purchase the property from the Coeur d'Alene School District for \$195,000.



1

The 2012 & 2023 comprehensive plan identified the need for additional sources of supply in the General/low zone to continue to maintain reliable water service to exiting customers and meet future demands.



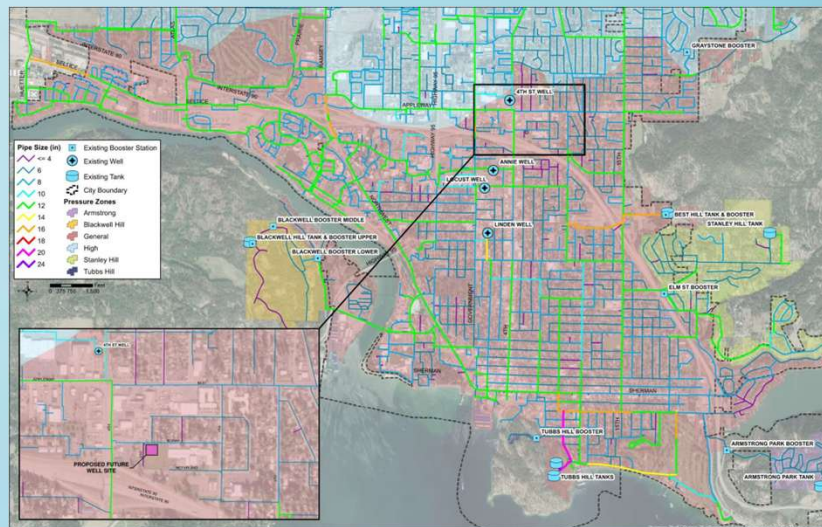
2

City staff worked with JUB to perform a model and evaluation of potential future well sites for feasibility.



5

Borah property was selected as the most suitable location




6

Water main upgrades.



7

Appraisal Report




CDA SCHOOLS BORAH WELL
SUMMARY OF SALIENT FACTS

Summary of Salient Facts

Property Name:	CdA Schools Borah Well
Address:	Northeast Corner of 5 th Street and McFarland Avenue Coeur d'Alene, Kootenai County, Idaho 83814
Assessor's Parcel Number:	C956000F999A (a portion of)
Property Rights Appraised:	Fee Simple
Zoning:	R-12, Residential 12
Site Size:	12,100 sf
Extraordinary Assumptions:	None
Hypothetical Conditions:	Yes, see body of report
Highest and Best Use As Vacant:	Residential use
Date of Inspection:	January 21, 2026
Date of Report Preparation:	January 28, 2026

Conclusions	
Land Value "As Is" RD	\$195,000



8

Location was selected



9

Sell would be on the Condition that we can drill a test well



10

Take water samples



11

Get results that the well is productive with promising test results.

Accurate Testing Labs, LLC
 7650 Meadowlark Way
 Coeur d'Alene, ID 83815
 Phone (208) 762 3179 Fax (208) 762 9082
 www.accuratetesting.com
 info@accuratetesting.com

Certificate of Analysis
 Order No.: **2024020457**
 Page: 1 of 2

City of CDA Water Department Project: VOC Report PWS#1280053
 3145 N. Howard
 Coeur d'Alene, ID 83815 Date Received: 02/27/2024 12:18

Sample: **2** Matrix: Drinking Water
 Location: Orchard Test Well DIT Collected: 02/27/2024 12:24
 Sample Type: Plant Tap Collected by: Ryan Webster

Analyte	Result	Unit	Method	PQL	Analysis Date	Analyst
1,2,4-Trichlorobenzene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
cis-1,2-dichloroethylene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Total Trihalomethanes	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Chloroform	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Bromoform	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Bromodichloromethane	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Dibromochloromethane	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Xylenes	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Dichloromethane	ND	ug/L	EPA 524.2	0.5	03/08/24	ANA
Vinyl Chloride	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
1,1-Dichloroethylene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Trans-1,2-Dichloroethylene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
1,2-Dichloroethane	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
1,1,1-Trichloroethane	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Carbon Tetrachloride	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
1,2-Dichloropropane	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Trichloroethylene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Tetrachloroethylene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Monochlorobenzene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Benzene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Toluene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Ethylbenzene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
Styrene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA
p-Dichlorobenzene	ND	ug/L	EPA 524.3	0.5	03/08/24	ANA

Lab EPA ID No.: ID00912 Lab Sample#: 265259
 Date Received: 02/27/2024 Date Reported by Lab: 03/21/24
 Compliance or Replacement Sample: Compliance
 Date Collected: 02/27/2024 Time Collected: 12:24
 Sample Type: Plant Tap
 PWS No.: 1280053 RE PWS Name: City of CDA Water Department
 Sampling Location: Orchard Test Well Tag#
 Collector: Ryan Webster Phone: (208) 769-2210

Laboratory Name:
Accurate Testing Labs, LLC
 7950 Meadowlark Way
 Coeur d'Alene, ID 83815
 Phone (208) 762 8378
 Fax (208) 762 9082
 Web site: www.accuratetesting.com
 E-mail: info@accuratetesting.com

Lab Order No.: **2024020457** 1

Public Drinking Water System INORGANIC CHEMICAL (IOC) ANALYSIS REPORT:

Phase II										Phase V									
PRDS	Analytes	Results	MCL*	MDL*	Method	Analysis Date	AWWT	PRDS	Analytes	Results	MCL*	MDL*	Method	Analysis Date	AWWT				
1010	Barium	0.618	2.0	0.000	EPA 200.5	03/01/24	WH	1036	Nickel	ND	0.10	0.000	EPA 200.5	03/01/24	WH				
1015	Cadmium	ND	0.000	0.000	EPA 200.5	03/01/24	WH	1074	Antimony	ND	0.005	0.002	EPA 200.5	03/01/24	WH				
1020	Chromium	ND	0.10	0.000	EPA 200.5	03/01/24	WH	1075	Beryllium	ND	0.004	0.000	EPA 200.5	03/01/24	WH				
1035	Mercury	ND	0.002	0.000	EPA 245.1	03/01/24	WH	1085	Thallium	ND	0.002	0.000	EPA 200.9	03/21/24	WH				
1038	NO2/NO3	0.416	10.0	0.047	EPA 300.0	02/28/24	WH	Other IOCs											
1040	Nitrate-N	0.416	10.0	0.024	EPA 300.0	02/27/24	WH	1005	Arsenic	ND	0.010	0.001	EPA 200.5	03/01/24	WH				
1041	Nitrite-N	ND	1	0.023	EPA 300.0	02/27/24	WH	1025	Fluoride	0.077	4.0	0.009	EPA 300.0	02/27/24	WH				
1045	Selenium	ND	0.050	0.001	EPA 200.5	03/01/24	WH	1052	Sodium	3.15	500	0.01	EPA 200.7	03/05/24	WH				
1024	Cyanide																		

Secondary IOCs (optional)

1055	Sulfate	5.28	250	0.006	EPA 300.0	02/27/24	WH
1003	Ammonia						
1016	Calcium						
1017	Chloride						
1022	Copper						
1027	Hrd. Solids						
1028	Iron						
1031	Magnesium						
1032	Manganese						
1042	Vanadium						
1049	Silica SiO2						
1050	Silver						

12

Thank you!



RESOLUTION NO. 26-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE WATER DEPARTMENT TO DETERMINE THE SUITABILITY OF PROPERTY AT 632 E. BORAH AVENUE FOR FUTURE WELL SITE AND, IF THE SITE IS DEEMED SUITABLE, APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE PURCHASE IN THE AMOUNT OF \$195,000.00.

WHEREAS, the Water Department Director has recommended that the City of Coeur d'Alene begin the process of determining the suitability of property located at 632 E. Borah Avenue for a future well site;

WHEREAS, if the site is suitable, it is recommended that the City enter into a Real Estate Purchase and Sales Agreement for that certain real estate identified in the attached Exhibit "1", attached hereto and by this reference incorporated herein from the Coeur d'Alene School District #271; and

WHEREAS, the proposed Real Estate Purchase and Sale Agreement is memorialized in the attached exhibit; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the citizens of Coeur d'Alene to determine the suitability of the property for a water well and, if it is deemed suitable, to enter into the Real Estate Purchase and Sale Agreement in the amount of \$195,000.00.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Water Department is authorized to determine the suitability of property located at 632 E. Borah Avenue for a future well site.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that, if the site is deemed suitable for a well, the City enter into the Real Estate Purchase and Sale Agreement with the Coeur d'Alene School District #271 for the property in the amount of \$195,000.00, a copy of which Agreement is attached hereto as Exhibit "1."

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City upon determination by the Water Department that the site is suitable for a future well.

DATED this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is dated and effective as of the _____ day of _____, 2026, (“Effective Date”), by and between the Coeur d’Alene School District #271, a public school district organized and existing under the laws of the State of Idaho (“Seller” or “District”), and the City of Coeur d’Alene, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho (“Buyer” or “City”). Seller and Buyer are referred to individually herein as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District is a validly organized and existing school district authorized under Title 33, Chapter 3 of the Idaho Code;

WHEREAS, the Board of Trustees of the District (the “Board”) has authority pursuant to Idaho Code § 33-601(4)(b) to convey, by duly adopted resolution, real property owned by the District to the City as a city organized under the laws of the State of Idaho;

WHEREAS, the District owns certain real property commonly referred to as the Early Start Learning Center located at 632 E Borah Ave., Coeur d’Alene, Idaho 83814, a portion of which property is desired for acquisition by the City for purposes of certain public infrastructure to benefit the citizens thereof;

WHEREAS, subject to the terms and conditions herein, the District desires to convey and the City desires to acquire that certain real property more particularly described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase certain real property located in the County of Kootenai, State of Idaho, consisting of approximately .278 acres LOCATED IN THE NE 1/4 OF THE NW 1/4 OF, SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, CITY OF COEUR D’ALENE, KOOTENAI COUNTY, STATE OF IDAHO, and more particularly described as follows:

See **Exhibit “A”** attached hereto and incorporated herein by reference for the property legal description the (“Property”). The Property is generally depicted in **Exhibit “B”** attached hereto and incorporated herein by reference.

2. Purchase Price. The total purchase price for the Property is One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00) (the “Purchase Price”). The Purchase Price shall be payable at closing in good funds and/or in combination with goods and/or services of equivalent value totaling the Purchase Price. In the case of payment by means of goods and/or services, the Parties must agree on the value of the same, in good faith, with respect to a reduction in the Purchase Price.

3. Buyer's Conditions to Close. All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

(a) **Condition of Title.** Title to the Property shall be conveyed by Warranty Deed and shall be free and clear of all liens, easements or encumbrances caused or suffered by Seller or anyone claiming by or through Seller except (i) the lien of taxes not yet due and payable and (ii) those liens, encumbrances, easements, assessments, restrictions, and tenancies of record or that are discernable from a physical inspection of the Property.

(b) **Title Due Diligence.** Buyer shall have five (5) days from the Effective Date to conduct its due diligence with respect to the title of the Property (the "Title Due Diligence Period"). Buyer may terminate this Agreement for any reason during the Title Due Diligence Period. If Buyer does not terminate the Agreement within the Title Due Diligence Period, Buyer shall be deemed to have satisfied itself with the condition of title to the Property. Buyer may purchase, at its sole cost and expense, a standard coverage owner's policy of title insurance from the Title Company ("Title Policy") in the full amount of the Purchase Price.

(c) **Property Inspections/Well Testing.** Buyer shall have thirty (30) days from the Effective Date to conduct any inspections at the Property, including any well site testing/inspections/assessments that it deems reasonably appropriate with respect to its evaluation of the Property for its intended purposes (the "Inspection Period"). Buyer may terminate this Agreement at any time during the Inspection Period. If Buyer does not terminate the Agreement within the Inspection Period, Buyer shall be deemed to have satisfied itself with the condition of the Property for Buyer's intended purposes and of its election to proceed to Closing. All testing/inspections/assessments done by Buyer at or related to the Property shall be conducted at Buyer's sole cost and expense and Buyer shall indemnify, defend and release Seller from and against any and all liability arising from and/or relating to such testing/inspections/assessments. If Buyer elects not to proceed with the purchase of the Property, Buyer shall return the condition of the Property to in as good of condition as before Buyer conducted such testing/inspections/assessments at the Property.

4. Closing. Closing shall occur on or before _____, or as the Parties otherwise agree ("Closing Date"). Closing shall occur at Kootenai Title Company, 1450 Northwest Blvd., Suite 200, Coeur d'Alene, ID 83814 (the "Closing Agent").

(a) On or before the Closing Date, Seller shall deposit with the Closing Agent a duly executed and acknowledged Warranty Deed conveying the Property to Buyer.

(b) On or before the Closing Date, Buyer shall deposit the Purchase Price in good funds and/or in combination with goods and/or services of equivalent value totaling the Purchase Price, as determined by the Parties in good faith, with the Closing Agent.

5. **Costs.** Buyer and Seller shall equally share all escrow fees and recording fees. Buyer shall pay the premium for the Title Policy (if any). Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, Buyer shall be deemed to have owned the Property for the entire Closing Date.

6. **Seller's Conditions for Closing.** Seller's obligation to sell the Property is expressly conditioned on the satisfactory completion of each of the conditions set forth below.

(a) **Purchase Agreement Approval.** Seller's Board of Trustees must affirmatively approve the terms of this Purchase Agreement.

(b) **Appraisal/Resolution Authorizing Conveyance.** Seller, at its sole cost, must obtain an appraisal of the Property and enter the appraisal into the records of the Board of Trustees, and make such findings as would be necessary under Idaho Code for a conveyance of the Property to Buyer. Such findings must be made by resolution and affirmatively approved by the Seller's Board of Trustees, in its sole and absolute discretion.

7. **Broker.** Buyer and Seller each represent and warrant that neither has employed nor associated with any broker or agent in connection with this transaction. Buyer and Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party.

8. **Condition of Property.** Buyer understands and agrees that Buyer is purchasing the Property as-is, where is, with all faults and without any warranties by Seller express or implied, except for the limited warranties given pursuant to the Warranty Deed.

9. **Miscellaneous.**

(a) **Attorneys' Fees.** In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of the Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorney's fees incurred in connection with such litigation, including such costs and attorney's fees on any appeal.

(b) **Notices.** Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

SELLER: Coeur D'Alene School District #271
1400 N. Northwood Center Ct.
Coeur d'Alene, ID 83815

With an email copy to: sdeniston@cdaschools.org
megan@lyonsodowd.com

BUYER: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814 Attn: City Clerk

(c) **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.

(d) **Survival.** The entire Agreement shall survive closing.

(e) **Headings.** Section headings are for convenience only and shall not be deemed to define, limit or construe the contents of any terms, consents or conditions in this Agreement.

(f) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.

(g) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. Venue for any litigation shall be in the District Court of the First Judicial District in and for the County of Kootenai.

THIS AGREEMENT WAS DULY EXECUTED as of the date first set forth above.

SELLER:

Coeur D'Alene School District #271

BUYER:

City of Coeur d'Alene, Idaho

By Dr. Shon Hocker, Superintendent

By Daniel K. Gookin, Mayor

BOARD OF TRUSTEE APPROVAL:

ATTEST:

Lesli Bjerke, Board Chair

Renata McLeod, City Clerk

ATTEST:

Marianne Southwick, Clerk of the Board

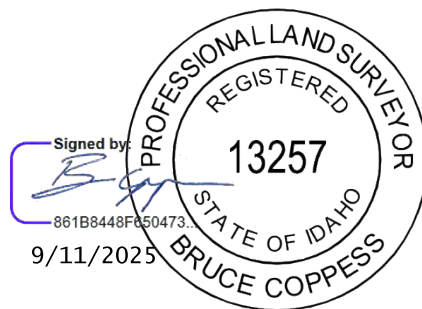
EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

That portion of a parcel of land described in Warranty Deed, Instrument No. 237002, records of Kootenai County, Idaho, being situated in the Northeast 1/4 of Northwest 1/4 of Section 12, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at North 1/4 corner of said Section 12, from which the center 1/4 corner of said Section 12 bears South 00°46'25" West, 2,645.14 feet; thence along the center north-south line of said Section 12, South 00°46'25" West, 992.40 feet, more or less, to the extended north Right-of-Way line of McFarland Avenue; thence along said north Right-of-Way line North 89°12'10" West, 750.47 feet, said point being the POINT OF BEGINNING;

thence continuing along said north Right-of-Way line, North 89°12'10" West, 110.00 feet, more or less, to the intersection of the north Right-of-Way line of McFarland Avenue and the east Right-of-Way line of 5th Street;

thence along said east Right-of-Way line, North 00°17'52" East, 110.00 feet; thence leaving said east Right-of-Way line, South 89°12'10" East, 110.00 feet; thence South 00°17'52" West, 110.00 feet; to the POINT OF BEGINNING. Containing 12,100 square feet or 0.278 acres, more or less.





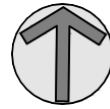
KOOTENAI COUNTY, IDAHO

EXHIBIT 'B'

CITY OF COEUR D' ALENE BORAH WELL

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF, SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, CITY OF COEUR D'ALENE

SCALE: 1"=50'



12

LEGEND

POC

POC POB

CALCULATED POINT
POINT OF COMMENCEMENT POINT
OF BEGINNING

WELL LOT ACQUISITION AREA
12,100 SQ. FT. 0.278 ACRES



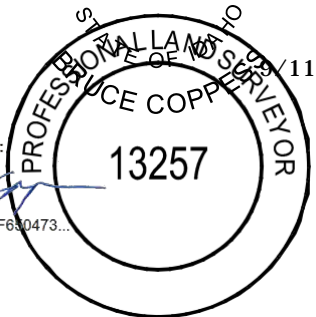
992.40'
S 0°46'25" W 2645.14'

7TH STREET

N89°1

1652.74'

REGISTERED



Signed by:

B. Coppell

861B8448F630473...

SCHOOL DISTRICT 271
WARRANTY DEED
INSTRUMENT NO. 237002

5TH STREET

S89°12'10"E 110.00'

POB

N00°17'52"E 110.00'

PROPOSED CITY OF
COEUR D' ALENE BORAH
WELL

N89°12'10"W 110.00'

S00°17'52"W 110.00'

MCFARLAND AVENUE

**CITY COUNCIL
STAFF REPORT**

DATE: June 2, 2026
FROM: Mike Becker, Capital Program Manager, WW Department
SUBJECT: Professional Services Agreement for Veolia’s Engineering Design Services for the Wastewater Department’s Tertiary Membrane Filtration-Phase 5C.3A. Project

DECISION POINT: Should the City Council approve a Professional Services Agreement (“PSA”) with Veolia Water Technologies & Solutions, Inc. for engineering design services related to the sole source procurement of tertiary membranes and ancillary equipment in the amount of \$250,000?

HISTORY: The Wastewater Department’s Tertiary Membrane Filtration (TMF) Phase 5C.3A Project will complete and equip Train No. 6 with new tertiary membranes and ancillary equipment and replace the existing membranes in Train No. 1. Upon completion, the project will increase the City’s total TMF treatment capacity to slightly more than 6.0 million gallons per day (MGD). Current wastewater flows support the project schedule, with construction anticipated during Fiscal Year 2026/2027.

PERFORMANCE ANALYSIS: On April 7, pursuant to City Resolution 26-028, the City Council declared Veolia Water Technologies & Solutions, Inc. the sole source vendor for the project’s tertiary membrane equipment and authorized staff to negotiate a purchase agreement for the equipment. Due to the proprietary and highly specialized nature of membrane filtration technology, the initial phase of the procurement process includes negotiation of Veolia’s engineering design services.

This agreement is limited to Veolia’s design services and will ensure the proposed membrane system meets all project performance requirements and maintains compliance with the City’s IPDES discharge permit. This agreement is separate from the City’s existing contract with JUB Engineers, Inc., which remains responsible for all other engineering components of the project. Following completion of Veolia’s final design, a separate procurement agreement for the actual equipment will be presented to the City Council for consideration.

FINANCIAL ANALYSIS: The Wastewater Department has budgeted \$7,300,000 for the Phase 5C.3A Project, with funding available under Account No. 031-022-4354-7936. Attached for Council consideration are the City’s Professional Services Agreement and Veolia Proposal No. 669339, Rev. 2, dated May 11, 2026.

DECISION POINT/RECOMMENDATION: Staff recommends approval of the Professional Services Agreement (“PSA”) with Veolia Water Technologies & Solutions, Inc. for engineering design services associated with the Wastewater Department’s tertiary membrane filtration equipment in the amount of \$250,000.

RESOLUTION NO. 26-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VEOLIA WATER TECHNOLOGIES & SOLUTIONS, INC., FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE WASTEWATER DEPARTMENT'S TERTIARY MEMBRANE FILTRATION – PHASE 5C.3A PROJECT, IN AN AMOUNT NOT TO EXCEED \$250,000.00.

WHEREAS, the Capital Program Manager for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Veolia Water Technologies & Solutions, Inc., for engineering design services associated with the Wastewater Department's Tertiary Membrane Filtration – Phase 5C.3A project, pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "A" 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 Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement Veolia Water Technologies & Solutions, Inc., for engineering design services associated with the Wastewater Department's Tertiary Membrane Filtration – Phase 5C.3A project, in an amount not to exceed \$250,000.00, 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 Professional Services 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 Professional Services Agreement on behalf of the City.

DATED this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
for
VEOLIA WTS SYSTEMS USA, INC.
“ZEEWEED” MEMBRANE ENGINEERING DESIGN SERVICES
(SOLE SOURCE)

This Professional Services Agreement, hereinafter referred to as the “AGREEMENT,” is made and entered into this 2nd day of June, 2026, between the CITY OF COEUR D’ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “CITY,” and VEOLIA WTS SYSTEMS USA, INC., a corporation authorized to do business in the state of Idaho (291740), with its principal place of business at 3600 Horizon Blvd, Trevoise, PA. 19053, hereinafter referred to as “CONSULTANT.”

WITNESSETH:

WHEREAS, the CONSULTANT has been awarded the AGREEMENT for specialized engineering design services, in accordance with Idaho State Law and the CITY’s Procurement Policies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements made and to be performed by the CITY as set forth herein, the CONSULTANT shall complete this AGREEMENT, furnishing all equipment, labor and services according to the scope of services as described in Section 2 hereof at its sole cost and expense.

SECTION 1. EMPLOYMENT OF CONSULTANT.

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

SECTION 2. SCOPE OF SERVICES.

- A. The CONSULTANT shall perform the specialized design services only as described in the CONSULTANT’s Proposal No. 669339 REV 2 dated May 11, 2026 attached hereto and incorporated herein by reference as Attachment “1.”
- B. The CONSULTANT shall perform all the necessary ancillary services respecting the tasks set forth in Attachment “1.”

SECTION 3. PERSONNEL.

- A. The CONSULTANT represents that it has or will secure at its own expense all personnel required to perform its services under the AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the CONSULTANT or under its direct supervision, and all personnel engaged in the PROJECT shall be fully qualified and shall be authorized under state and local law to perform such services.

SECTION 4. WORKERS' COMPENSATION

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

SECTION 5. TIME OF PERFORMANCE.

The services of the CONSULTANT shall commence upon execution of the AGREEMENT by the CITY and shall, subject to the applicable standard of care, be completed on or before the anticipated completion date in the schedule summarized within Attachment "1". The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 6. COMPENSATION.

Subject to the provisions of the AGREEMENT, the CITY shall pay the CONSULTANT for engineering design services charged to the PROJECT in an amount not exceeding Two-hundred fifty-thousand, and no/100 (\$250,000), as specified within Attachment "1" unless otherwise authorized in writing by the CITY.

SECTION 7. METHOD AND TIME OF PAYMENT.

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

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE.

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

SECTION 9. TERMINATION FOR CONVENIENCE.

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

SECTION 10. MODIFICATIONS.

The CITY may, from time to time, require modifications to the scope of services in Attachment "1," to be performed under the AGREEMENT. The type and extent of such modifications to the scope of services cannot be determined at this time. However, the CONSULTANT agrees to do such work as ordered in writing by the CITY, and the CITY agrees to compensate the CONSULTANT for such work accomplished, as determined by written amendment to the AGREEMENT. The parties agree to negotiate in good faith for reasonable compensation for additional work outside the original scope of services.

SECTION 11. NON-DISCRIMINATION.

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression.
- B. The CONSULTANT shall comply, if applicable, with the Regulations relative to non-

discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of the Agreement. In addition, the CONSULTANT shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

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

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

SECTION 12. ANTI-BOYCOTT ISRAEL CERTIFICATION.

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

SECTION 13. CHINESE OWNERSHIP CERTIFICATION.

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

SECTION 14. ABORTION AFFILIATE CERTIFICATION.

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

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

Pursuant to Idaho Code § 67-2347A, the CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the AGREEMENT engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals,

hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

SECTION 16. ASSIGNABILITY.

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

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

SECTION 17. INTEREST OF CONSULTANT.

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

SECTION 18. FINDINGS CONFIDENTIAL.

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

SECTION 19. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

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

SECTION 20. AUDITS AND INSPECTION.

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

SECTION 21. JURISDICTION; CHOICE OF LAW.

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

SECTION 22. NON-WAIVER.

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

SECTION 23. PERMITS, LAWS AND TAXES.

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

SECTION 24. RELATIONSHIPS OF THE PARTIES.

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

SECTION 25. INTEGRATION.

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

SECTION 26. HOLD HARMLESS.

A. The CONSULTANT shall save, hold harmless, indemnify, and defend the CITY, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the CONSULTANT's performance of the AGREEMENT and not arising from the CONSULTANT's professional services and covered by general liability insurance. To this end, the CONSULTANT shall maintain general liability insurance in at least the amount set forth in Section 28(A).

B. The CONSULTANT shall hold harmless, and indemnify the CITY, its officers, agents, and employees from and against damages or liability to the extent arising out of the CONSULTANT's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the CONSULTANT's negligent performance of professional services under the AGREEMENT. To this end, the CONSULTANT shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 28(B).

C. Neither party shall be liable to the other for indirect, incidental, or consequential damages resulting from the AGREEMENT or related PROJECTS.

SECTION 27. NOTIFICATION.

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

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

[CONSULTANT]
Veolia WTS Systems USA, Inc
3600 Horizon Blvd
Trevose, PA 19053
Attn: Ana Calderon.

SECTION 28. STANDARD OF PERFORMANCE AND INSURANCE.

A. The CONSULTANT shall maintain general liability insurance, naming the CITY, its entities, and its representatives as additional insureds, in the amount of at least one million dollars (\$1,000,000.00) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of

claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In the performance of professional services, the CONSULTANT will use that degree of standard of care and skill ordinarily exercised under similar circumstances by members of the CONSULTANT's profession. Should the CONSULTANT or any of the CONSULTANT's employees be found to have been negligent in the performance of professional services from which the CITY sustains damage, the CONSULTANT has obtained Errors and Omission Insurance with limits of at least two million dollars (\$2,000,000.00). The CONSULTANT shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

CITY OF COEUR D'ALENE

VEOLIA WTS SYSTEMS USA, INC.

Daniel K. Gookin, Mayor

_____, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Secretary:



City of Coeur d'Alene Tertiary Treatment Process - Phase 3

ZeeWeed* Membranes

Submitted To: J-U-B Engineers

Submitted By: Ana Calderon, ana.calderon@veolia.com

Local Representation By: Joe Buckman, Apsco LLC

Veolia Proposal Number: 669339, REV 2
May 11th, 2026

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*The following are trademarks of Veolia Water Technologies & Solutions and may be registered in one or more countries: InSight, LEAPmbr, Z-MOD, ZeeWeed, and ZENON.

1. Veolia’s MBR Experience and References

1.1. ZeeWeed MBR Experience

Veolia is the world leader in membrane filtration technology for wastewater treatment and has been a pioneer in the development of membranes for all water and wastewater treatment applications. Developed in the early 1990’s, the patented ZeeWeed membrane is well proven, with hundreds of ZeeWeed MBR plants in operation around the world, in a variety of wastewater treatment applications. Veolia has more experience related to the design, delivery, commissioning, operation, and aftersales support of MBR systems than any other supplier in the world, including replacement and upgrades of our existing membrane plants to newer versions of our membrane.

Veolia has a wide range of treatment experience using ZeeWeed membranes in plants that range in size from less than 0.1 MGD to over 100 MGD. Customers trust Veolia as their technology provider not only due to our experience and expertise in the industry, but due to the care and focus that is provided to our customers at each phase of the project.

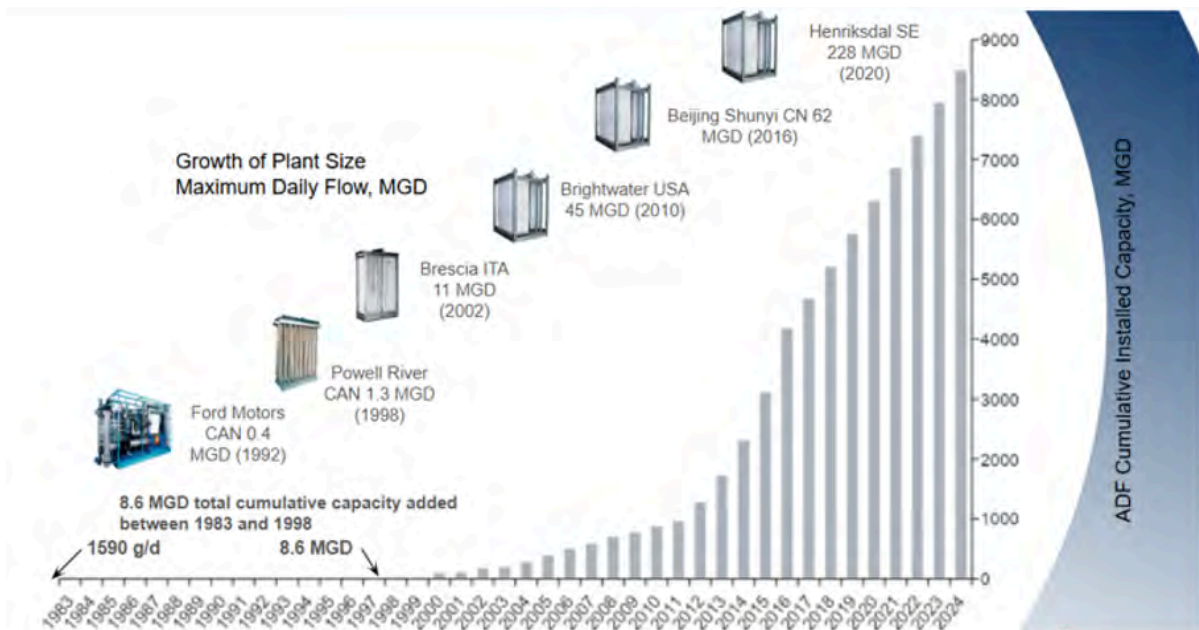


Figure 1-1: MBR Adoption and Acceptance

1.1.1. Veolia MBR References ≥ 5 MGD in North America

Veolia has been providing customers with ZW500 membranes since 1994. The following list highlights over fifty-four (54) ZeeWeed MBR facilities in design, construction or in operation North America at an ADF of 5 MGD or greater. In addition, Veolia has over 50 installations greater than 5 MGD ADF in other parts of the world. This large MBR experience demonstrates Veolia’s capabilities, and depth of experience delivering large MBRs. Our operating MBR experience for a project of this size is unparalleled.



Figure 1-2: Veolia ZW500 MBR >5MGD ADF Experience in North America

Table 1-3: ZW500 MBR Experience at 5 MGD ADF or greater

Country	State/Province	ADF (MGD)	Commissioned	Product Generation
United States	California	33.5	2016	500D
United States	Washington	31.0	2011	500D
United States	Nevada	25.0	2011	500D
United States	California	23.0	2025	500D
United States	Ohio	22.0	2020	500D
United States	California	22.0	2017	500D
United States	California	21.0	2026	500D
Canada	Ontario	20.0	2027	500EV
United States	Hawaii	20.0	2025	500EV
United States	Texas	18.7	2015	500D
United States	Georgia	18.0	2011	500D
United States	Utah	16.6	2012	500EV
United States	Virginia	15.0	2008	500D
United States	Maryland	15.0	2013	500D
United States	Maryland	15.0	2017	500D
United States	California	11.0	2013	500D
United States	Georgia	10.9	2009	500D
United States	Arizona	10.0	2008	500D
United States	California	10.0	2027	500EV
United States	California	8.5	2026	500EV

Country	State/Province	ADF (MGD)	Commissioned	Product Generation
Canada	Manitoba	8.0	2009	500D
United States	Kentucky	8.0	2011	500D
United States	Washington	8.0	2011	500D
United States	Arizona	8.0	2027	500EV
Canada	Alberta	7.9	2023	500EV
United States	Florida	7.5	2026	500EV
United States	Georgia	7.5	2004	500D
United States	California	7.2	2004	500D
United States	Pennsylvania	7.2	2018	500D
United States	Michigan	7.1	2004	500D
United States	Georgia	7.0	2023	500EV
United States	Texas	7.0	2023	500D
United States	Minnesota	7.0	2024	500D
United States	Florida	7.0	2028	500EV
United States	North Carolina	6.7	2028	500EV
United States	Arizona	6.6	2015	500D
United States	Georgia	6.4	2025	500D
United States	Texas	6.3	2022	500D
United States	Georgia	6.223	2004	500EV
United States	California	6.2	2023	500D
United States	Tennessee	6.0	2009	500D
United States	Michigan	6.0	2008	500D
United States	Montana	5.5	2016	500D
United States	California	5.3	2011	500D
United States	New York	5.0	2025	500EV
United States	Arizona	5.0	2024	500D
United States	California	5.0	2015	500D
United States	North Dakota	5.0	2025	500EV
United States	California	5.0	2008	500D
United States	Arizona	5.0	2007	500D
United States	Florida	5.0	2007	500D
United States	Missouri	5.0	2025	500EV
United States	Arizona	5.0	2023	500D
United States	California	5.0	2019	500D

2. System Design

This proposal for the City of Coeur d’Alene is offered based on Veolia supplying the expansion equipment for the ZeeWeed Tertiary-MBR Ultrafiltration Membrane System to treat and filter secondary effluent from the existing biological treatment system, as specified in the City of Coeur d’Alene Tertiary Treatment Phase 2 Membrane Pre Purchase Final Draft (2016) with noted modifications.

2.1. Design Capacity

The design treatment flows for trains to be modified under this proposal are summarized in the table below and used as a basis of design for Train 6. Note that the ADF is the design target flow for the design and has been increased from the original design specification. Peaking factors for the additional flows and any impact on required membrane surface area and/or equipment will be confirmed with the engineer during the detailed design stage.

Table 1: Influent Flows to Membranes (Phase 3)

Parameter	Value	Units
Annual Average Day Flow (ADF)	1.20	mgd
Maximum Monthly Flow (MMF)	1.26	mgd
Maximum Day Flow (MDF)	1.80	mgd
Peak Hour Flow (PHF)	1,458	gpm

Note 1: The flow conditions as specified above are defined below:

- ADF – The average flow rate occurring over a 24-hour period based on annual flow rate data.
- MMF – The average daily flow rate occurring during the 30-day period with the highest flow based on annual flow rate data.
- MDF – The maximum flow rate occurring over a 24-hour period based on annual flow rate data.
- PHF – The maximum flow rate sustained over a 1-hour period based on annual flow rate data.

2.2. Feed Water Quality

The proposed design solution is based on the feed water characteristics detailed below. The current Coeur d’Alene facility, through Veolia’s experience with the existing Phase 1 and Phase 2 installation, has experienced periods of poor sludge filterability and solids accumulation. Veolia would like to note that as design efforts progress, additional testing of the sludge is in progress in order to ensure we can provide an effective design solution. Veolia has submitted results of additional testing to the Engineer and Owner and will continue to collaborate on the recommended testing and laboratory analysis.

For the purposes of this proposal, Veolia has assumed the same feed water quality as designed for Phase 2, with the minimum design temperature updated to 10°C from 12°C per J.U.B Engineers. The design solution is subject to change pending laboratory test results and detailed system design.

Table 2: Design Properties of Mixed Liquor Entering Membrane Tanks

Design Parameter	Acceptable Range	Units
Operating Temperature	10 – 25	°C
MLSS Concentration ¹	≤ 8,000	mg/L
pH	6.5 – 7.5	SU
Soluble cBOD ₅ Concentration	≤ 5	mg/L
NH ₃ -N Concentration	≤ 1.0	mg/L

Design Parameter	Acceptable Range	Units
Colloidal TOC (cTOC) Concentration ²	≤ 10	mg/L
Soluble Alkalinity as CaCO ₃	50 – 150	mg/L
Time to Filter (TTF) ³	≤ 200	seconds
Material Greater than 2 mm in Size ⁴	≤ 1	mg/L
Fats, Oil & Grease (FOG) Concentration	Refer to Note 6	mg/L

Note 1: Per Veolia’s standard, MLSS concentration in the membrane tanks of up to 12,000 mg/L is permissible during MDF, PHF and short (up to 24 hours) N-1 events. MLSS concentration in the membrane tanks should be ≤10,000 mg/L during all other flow conditions.

Note 2: Colloidal TOC (cTOC) is the difference between the TOC measured in the 1.5-µm filter paper filtrate and the TOC measured in the ZeeWeed membrane permeate.

Note 3: Per seller’s standard Time to Filter (TTF) Procedure (available upon request).

Note 4: Per seller’s standard Sieve Test Procedure (available upon request).

Note 5: Chemicals incompatible with the ZeeWeed PVDF membrane are not permitted and any changes to chemical dosing into the system should be reviewed with Veolia prior to implementation.

Note 6: Total FOG shall not contain more than 150 mg/L of emulsified FOG and more than 10 mg/L of mineral or non-biodegradable oil. Free oil should be non-detect.

2.3. Filtered Water Quality

The following or better effluent quality is expected upon equipment start-up and once the biological system has stabilized.

Table 3: Effluent Quality

Effluent Parameter	Value	Units
TSS	≤ 2	mg/L
Maximum Daily Average Turbidity	≤ 0.2	NTU
Maximum Turbidity	≤ 0.5	NTU

3. System Design and Scope

3.1. Ultrafiltration System Design

The major membrane and membrane tank design characteristics are summarized in the table below. The City is interested in removing the existing membrane cassettes in Train 3 and moving the existing cassettes from Train 1 to populate Train 3. **Veolia has proposed new ZeeWeed 500 EV R-56M membrane cassettes for Train 1 and Train 6 to increase each train’s capacity to 1.2 MGD.** As the new ZeeWeed 500EV R-56M cassettes are back-retrofitable with the current ZeeWeed 500D cassettes at CdA, the membranes will work as intended at the current membrane tank operating levels with the same concrete tanks and utilize the same support beams and process connections.

Table 4: Membrane System Design

Design Parameter	Current Trains 1 to 5	Phase 3 Expansion		Units
		Trains 2 to 5	Train 1 & 6	
Type of Membrane	ZeeWeed 500D	ZeeWeed 500D	ZeeWeed 500EV RX	-
Number of Membrane Trains	5	4	2	-
Number of Cassettes per Train	6	6	6	-
Number of Cassette Spaces per Train	6	6	6	-
Number of Modules per Cassette	6 x 48	6 x 48	(4 x 56) + (2 x 36)	-
Total Number of Installed Cassettes	30	6	6	-
Total Number of Installed Modules per train	288	288	296	-
Total number of Installed Modules - Total	1440	1,152	592	
Membrane Module Area	370	370	460	ft ²
System Membrane Area	532,800	426,240	272,320	ft ²
		698,560		

Note 1: The ultrafiltration system is designed for installation within existing concrete tanks on site.

The maximum net flow per membrane train is determined by accounting for permeate generated and adjusting for relaxation periods, backpulse cycles and any maintenance cleans. This flow dictates the total membrane surface area required per train. The net flux for each flow condition is detailed below for the new train design and the flow capacities for the remaining trains are unchanged:

Table 5: Design Flow/Flux Table - Trains 1 and 6

Flow Condition	Flow Rate (US gpd)	Trains in Operation	Membrane Area in Service (ft ²)	Net Flux (gfd)
Average Day Flow (ADF)	1,200,000	1	136,160	8.8
Maximum Monthly Flow (MMF)	1,260,000	1	136,160	9.3
Maximum Day Flow (MDF)	1,800,000	1	136,160	13.2
Peak Hour Flow (PHF)	2,100,000	1	136,160	15.4

Note that these net flux values presented in the table above are **~30% more conservative** than Veolia’s recommended net flux values at the design temperature of 10°C for a typical municipal MBR, which are based on years of full-scale immersed membrane bioreactor experience, and numerous R&D and pilot studies, due to the unique nature of this application. The design flux values that were used in Phases 1 and 2 were temperature corrected to 10°C to ensure the Phase 3 design flux values are consistent with the previous design. The aim of this conservative approach is to provide trouble free operation and extended membrane life. Table 5 values may change following detailed design.

3.2. Scope of Supply by Veolia - Train 1 Replacement

The ZeeWeed membrane has three decades of operational experience; while always keeping the same design, small manufacturing optimizations have been made over time to provide increased surface area without compromising our market leading performance. The 500EV membranes proposed will ensure that CdA will achieve a long membrane life beyond 15 years.

The proposed EV cassettes offer the following benefits for installation and operation to CdA:

- Fit into the existing membrane tank exactly how the current cassettes are installed with the existing beams.
- New cassette hanger arms will be supplied with the new cassettes
- No change in operating water levels in the membrane tank

Note that Veolia assumed that the equipment vendors and materials added in the Train 1 replacement match those in the previous phase. As Train 1 will treat a higher capacity of 1.2 MGD, the permeate pump will have to be upgraded to a larger pump. Veolia also recommends that the existing 8” permeate pump discharge line be upsized to 10” based on the increased flow and has proposed new larger valves on the discharge line as a result.

Table 6: Scope of Supply by Veolia

Quantity	Description
Membranes and Associated Equipment	
6	ZeeWeed 500EV membrane cassette frames
296	ZeeWeed 500EV membrane modules
Lot	Cassette Mounting Equipment including: <ul style="list-style-type: none"> ● Cassette hanger arms and braces ● Associated hardware
6 Each.	Permeate collection and Air distribution header connection hardware and spools
Permeate Pumps & Associated Equipment	
1	Centrifugal permeate pump
1	Discharge check valve
2	Permeate to collector manual isolation valves
1	Permeate to collector pneumatic actuated valve
1	Purge line header to strainer discharge pneumatic actuated valve

Note 1: Any upgrades/rework to the main control panel and/or existing RIO panels will be by Others. Veolia has assumed all existing components are in good working condition.

Note 2: All Veolia supplied equipment is designed for installation in an unclassified area.

Note 3: No spare parts have been included. A recommended spare parts list can be generated by Veolia’s spare parts department and provided to the Customer as a price adder once Veolia’s scope of supply has been finalized.

3.3. Scope of Supply by Veolia - Train 6 Expansion

Note that Veolia assumed that the equipment vendors and materials added in the Train 6 expansion match those in the previous phase.

Table 7: Scope of Supply by Veolia

Quantity	Description
Membranes and Associated Equipment	
6	ZeeWeed 500EV membrane cassette frames
296	ZeeWeed 500EV membrane modules
Lot.	Membrane tank cassette mounting assemblies including: <ul style="list-style-type: none"> • Cassette support beams and beam brackets • Cassette hanger arms and braces
1 Each.	Permeate collection and Air distribution header piping
6 Each.	Permeate collection and Air distribution header connection hardware and spools
6 Each.	Permeate collection and Air distribution cassette isolation valves
1	Membrane tank level transmitters
2	Membrane tank level switches
1	Pressure transmitters
1	Airflow actuated valve from membrane blowers to membrane train
Permeate Pumps & Associated Equipment	
1	Backpulse train pneumatic actuated valve
1	Permeate header to pump pneumatic actuated valve
1 Each.	Suction/discharge pressure gauges with instrument isolation valves
1	Centrifugal permeate pump
1	Discharge check valve
2	Permeate to collector manual isolation valves
1	Flow transmitter
1	Permeate to collector pneumatic actuated valve
1	Purge line header to strainer discharge pneumatic actuated valve
1	Purge line header to strainer discharge manual isolation valve
1	Panel mounted turbidimeter complete with: <ul style="list-style-type: none"> • Manual isolation valves (loose shipped) • Auto cleaner • Hach Universal controller • Flow regulator kit • Solenoid valves • Manual valves • Degassing column
Air Supply and Ejector Assembly	
1	Air ejector assembly complete with air supply assembly
Electrical Control System	

1	NEMA 4X (304SS) Remote I/O panel with Allen Bradley Flex I/O
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Note 1: Any upgrades/rework to the main control panel and/or existing RIO panels will be by Others. Veolia has assumed all existing components are in good working condition.

Note 2: All Veolia supplied equipment is designed for installation in an unclassified area.

Note 3: No spare parts have been included. A recommended spare parts list can be generated by Veolia's spare parts department and provided to the Customer as a price adder once Veolia's scope of supply has been finalized.

General Services and Warranty	
Included	Engineering services for Engineering submittals including but not limited to: P&IDs, equipment General Arrangement drawings, operation and maintenance manuals, PLC programming update, etc. in accordance with Veolia's drafting standards utilizing existing tagging format.
Included	Field service and start-up assistance from Veolia field-service personnel for commissioning, start-up, and operator training.
Included	Process Analyst Services – 1 Year
Included	24/7 Emergency phone support – 1 year
Included	Equipment mechanical warranty – 1 year or 18 months from shipment
Included	Membrane warranty – 15 year (5 year cliff and 10 year prorated)

3.4. Assumptions and Assessment to Scope of Supply by Veolia

Further evaluation of the existing equipment at the Coeur d'Alene project site will be required by the engineer and owner, with input from Veolia on the overall membrane system, as design progresses. Please note, changes to these assumptions may impact the budgetary price provided. The following assumptions apply to this proposal:

- All existing process equipment is in good working condition. Rework, rehabilitation, upgrades, etc. will be provided by Others if required.
- Membrane Blowers: **Veolia requires a per train airflow of 1,344 SCFM during Leap HI and 595 SCFM during Leap LO for the newly proposed membrane configuration in Train 1 and Train 6.** The site currently has membrane turbo blowers (2 duty + 1 standby) installed that provide sufficient airflow to the existing five (5) trains. It is assumed at this stage that the existing blowers have sufficient capacity to provide sufficient airflow to all membrane trains, including the newly installed cassettes in Trains 1 and 6. Veolia can investigate further if an additional blower is required to provide additional airflow to Trains 1 and 6 during detailed engineering.
- Permeate Pumps: Veolia has included new dedicated centrifugal permeate pumps for both Train 1 and Train 6 to handle the higher capacity. **The maximum instantaneous permeate flow that will be used to size the pump is 1,750 gpm.** The existing permeate pumps are sized for 1,450 gpm @ 37 FT TDH, which would all need to be upgraded in the future if each of the existing membrane trains were to increase their net production capacity to 1.2 MGD.
- Backpulse System: The existing common backpulse pumps (1 duty + 1 standby) have each been previously sized for 1,480 gpm at 42' TDH. **The backpulse pumps will require an upgrade by others to accommodate a maximum backpulse flow of 1,750 gpm for the installed condition of Train 1 and Train 6 with the new cassettes.** Should the Owner wish to fully populate the trains with the remaining modules in the

future for flux reduction, the backpulse pumps and associated equipment will need to be upgraded to handle a maximum backpulse flow of 2,150 gpm. At this buildout flow condition, train permeate headers and backpulse piping will have to be upsized.

- RAS Pumps: The existing common RAS pumps (3 duty + 1 shelf spare) in the RAS channel are each sized for 5,830 gpm. Although RAS pumps are not supplied by Veolia, **Veolia has determined that the maximum RAS flow for Train 1 and Train 6 is 3,500 gpm each.** Further evaluation by the Engineer is required to determine whether the existing common RAS pumps have sufficient capacity to handle the total RAS flow of the system with Trains 1 and 6 operating at higher capacity. Note that with common RAS pumps, it is not possible to run one train at a higher demand while maintaining desired MLSS concentration in all membrane tanks.
- Drain Pumps: The existing common drain pumps (1 duty + 1 standby) are each sized for 367 gpm at 60' TDH. Since Train 6 maintains the same tank dimensions and operating levels as the other existing trains, the cleaning volume remains the same. As such, the existing drain pumps can be used to drain the new Train 6 during a recovery clean, and was previously sized to drain a membrane tank in 60 mins as per design requirements in Phase II.
- Chemical System: For the newly installed membranes in Trains 1 and 6, Veolia requires a sodium hypochlorite chemical flow rate of 1.89 gpm for maintenance cleaning and 10.37 gpm for recovery cleaning per train. For the newly installed membranes in Trains 1 and 6, Veolia also requires a citric acid chemical flow rate of 3.66 gpm for maintenance cleaning and 4.03 gpm for recovery cleaning per train. It is assumed that the existing chemical skids have sufficient capacity to provide chemical cleaning to the newly installed membranes in Trains 1 and 6.
- Train Headers and Cassette Connections: The cassette connections for the 500D are the same as the 500 EV R-56M (i.e. 6" permeate and 3" air connections). Veolia has sized the train headers for the new flow and has determined that the train headers for Train 6 can be kept the same size as the existing train headers on the other trains. The permeate train header can be kept at 10" and the air train header can be kept at 8". Since Train 1 already has train headers installed, it is assumed that both the permeate and air train headers can be reused.
- Air Compressor: Veolia has assumed the existing air compressor has been sized large enough to accommodate the additional pneumatic actuators and air ejector system. Further evaluation is required to confirm the supply and demand of compressed air for the system and whether the receiver tanks have sufficient volume.
- Electrical System: Veolia has only included one additional train dedicated RIO panel for Train 6. Further evaluation of the Electrical equipment for obsolete products or upgrades is required by the Engineer in coordination with Veolia. Should it be determined that products are obsolete and require upgrades to either the existing RIO panels or Master Control Panel, they can be provided by Veolia or Others at an additional cost.

3.5. Scope of Supply by Others

The following items are for supply by buyer and will include but are not limited to:

- Overall plant design responsibility
- Review and approval of design parameters related to the membrane separation system

- Review and approval of Veolia-supplied equipment drawings and specifications
- Detail drawings of all termination points where Veolia equipment or materials tie into equipment or materials supplied by buyer
- Design, supply, and installation of lifting devices including overhead traveling bridge crane and/or monorail able to lift 10,000 lb. for membrane removal, lifting davits c/w a hoist, guide rails for submersible mixers and pumps etc.
- Civil works, including but not limited to: provision of main plant tank structure, buildings, equipment foundation pads etc.
 - Common channels, housekeeping pads, equipment access platforms, walkways, handrails, stairs etc.
 - All concrete tankage including but not limited to: Equalization tank (as required), Bioreactor tank (complete with necessary partitions and overflow weirs), Membrane tanks, Backpulse/Break tank (if required)
 - Covers/grating over all tankage (as required) and their necessary supports
- All pre-treatment equipment including screens or strainers
- All post-treatment (UV, Chlorine Contact, etc)
- All chemical storage tanks, day tanks, and secondary containments
- HVAC equipment design, specifications, and installation (where applicable)
- UPS, power conditioner, emergency power supply and specification (where applicable)
- VFDs and MCC for all Veolia supplied equipment
- Plant SCADA system
- Rehabilitation or upgrade to all existing equipment, if required, including by not limited to:
 - Membrane aeration blowers and associated equipment
 - RAS pumps and associated equipment
 - Drain pumps and associated equipment
 - Backpulse pumps and associated equipment
 - Chemical pumps and associated equipment
 - Air compressors and associated equipment
 - Biological process equipment – including but not limited to process blowers with acoustical enclosures, diffusers, submersible mixers, submersible pumps, and chemical dosing systems, etc.
- Process and utilities piping, pipe supports, hangers, valves, etc. unless otherwise noted.
- Electrical wiring, conduit and other appurtenances unless otherwise noted.
- Any upgrades/rework to the main control panel and/or existing RIO panels.
- Supply and installation of suitable, secure remote internet connection for 24/7 emergency telephone technical support service and InSight remote monitoring & diagnostics service

- Supply and installation of equipment anchor bolts and fasteners for Veolia supplied equipment. All seismic structural analysis and anchor bolt sizing
- Receiving (confirmation versus packing list), unloading and safe storage of Veolia-supplied equipment at site until ready for installation
- Installation on site of all Veolia supplied equipment
- Raw materials, chemicals, and utilities during equipment start-up and operation
- Disposal of initial start-up wastewater and associated chemicals
- Supply of seed sludge for biological process start-up purposes
- Laboratory services, operating and maintenance personnel during equipment checkout, start-up, and operation
- Weather protection as required for all Veolia-supplied equipment. Skids and electrical panels are designed for indoor operation and will need shelter from the elements
- All permits

4. Commercial

4.1. Pricing

Table 8 below summarizes the cost for each phase of the expansion project. Service Phase 1 identifies the cost associated with engineering design services. This is a binding price and constitutes an offer of sale.

Table 8: Equipment and Service Pricing

Price	
Service Phase 1 - Engineering Design Services	\$250,000 USD

All pricing for Service Phase 2 in Table 9 is for budgeting purposes and does not constitute an offer of sale. The price assumes that it will occur concurrently to minimize mobilization and commissioning costs and is based on the current information available related to design operating conditions and influent characteristics detailed in System Design. No sales, consumer use or other similar taxes or duties are included in the pricing below. Veolia has added the current estimated tariff impact as an adder to Service Phase 2 Scope.

Table 9: Equipment and Service Pricing

Price	
Service Phase 2 - ZeeWeed Membrane Filtration System Equipment Balance for Train 1 Replacement	\$492,800 USD
Service Phase 2 - ZeeWeed Membrane Filtration System Equipment Balance Train 6 Expansion	\$1,352,200 USD
Total Current Estimated Tariff Impact	\$82,000 USD

4.2. Submittal Schedule

Veolia groups design content into mechanical and electrical scope to focus design work and minimize rework. A typical submittal schedule is as follows:

Submittal No.1: Membrane Tank General Arrangement Drawings, Process Calculations, PFD and P&IDs: NTP for Engineering + 45 days

Submittal No.2: BOM/Equipment List, Cutsheet package, Preliminary Network Architecture, Control Philosophy, CSLC: + 45 days from receipt of comments for Submittal #1

Submittal No.3: Electrical package including Electrical load list, IO list, network architecture, Electrical Panel Drawings: + 55 days from receipt of comments for Submittal #2

Veolia's submittal schedule will be created in collaboration with the Engineer's input on the expected review duration.

4.3. Equipment Shipment and Delivery

The estimated lead time for drawings submittals is 12-16 weeks and equipment delivery is 30-35 weeks from the receipt of Agreement for Phase 2 and subsequent Notice to Proceed for Manufacturing/Procurement. The lead time estimate is presented based on current workload backlogs and production capacity and could change based on the timing of order acceptance. The buyer and seller will arrange a kick-off meeting after contract acceptance to develop a firm shipment schedule.

The following freight terms used are as defined by INCOTERMS 2020. All pricing is CIP to the Coeur d'Alene Project Site.

4.4. Terms and Conditions of Sale

Please refer to the amended Standard Terms & Conditions



Terms and Conditions

- 1. Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Seller agrees to provide Engineering and Design services ("Services") as part of Phase I of the project. Any sale of equipment or goods ("Goods") contemplated in connection with these Services shall be considered Phase II of the project and will be subject to a separate agreement mutually executed by both parties at that time. No obligation to purchase or sell Goods shall arise from this Agreement. Purchaser expressly reserves the right, at its discretion, to pause or discontinue the project following the completion of Phase I, without obligation to proceed to Phase II or enter into any subsequent agreement for the purchase of Goods. Notwithstanding any provisions communicated in any way by Purchaser or Seller prior to this Agreement Seller including any terms contained in any request for quote by Purchaser, Purchaser agrees that this Agreement will control the relationship by accepting Services from Seller, even if Purchaser sends to Seller other terms and conditions to which Seller may not respond.
- 2. Purchaser Obligations.** Services provided hereunder are based upon the information Purchaser makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Purchaser in writing at the time. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Purchaser and become apparent at a later date. For Services to be accurate, Purchaser must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Purchaser's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Services. If Purchaser fails to fulfill the foregoing Obligation, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Purchaser in writing, and Seller shall have no liability for any loss, damage or injury, which Purchaser may sustain or for which Purchaser may be liable.
- 3. Delivery.** Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
- 4. Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Purchaser's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Purchaser shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Purchaser shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Purchaser's country and which shall be notified to Purchaser. Unless otherwise specified, all prices are FOB point of shipment. Purchaser agrees to reimburse Seller for collection costs, including 2% interest per month, should Purchaser fail to timely pay. Purchaser shall have no rights to any setoffs of any nature relating to any payments due under the Agreement.
- 5. Limited Warranties.** Seller warrants that the Services shall conform to published codes and specifications and shall be free from defects in material and workmanship; and that the Services will be performed with the degree of skill which can reasonably be expected from a Seller engaged in a comparable business and providing comparable services under comparable circumstances. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Purchaser's exclusive remedy arising out of or relating to Services or any breach of these warranties is limited to, at Seller's option to re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
- 6. Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Purchaser's obligation to pay in a timely manner for Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
- 7. Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Purchaser's right to use such drawings and data for its own use without additional cost. Purchaser shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed



independently, by the Purchaser or agent(s). Purchaser shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Purchaser a limited, non-exclusive and terminable license to such software for the term of this Agreement. Purchaser agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Purchaser shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Purchaser or its agent.

8. **Limitation on Liability.** To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Purchaser. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Purchaser's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Purchaser is supplying Seller's Services to a third party, Purchaser shall require the third party to agree to be bound by this clause. If Purchaser does not obtain this agreement for Seller's benefit for any reason, Purchaser shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

9. **Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

10. **Termination and Cancellation.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Purchaser agrees to pay for all Goods in Purchaser's possession or for which title has passed to Purchaser, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Purchaser, a cancellation charge will be made against the Purchaser, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

11. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of Idaho. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be in Kootenai County, Idaho, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

12. In the event that there is a conflict between this document and the Professional Services Agreement executed by the Seller and the Purchaser, the terms and conditions of the Professional Services Agreement shall control.

CITY COUNCIL MEETING
STAFF REPORT

DATE: June 2, 2026
FROM: KEITH CLEMANS, BUILDING INSPECTOR, BUILDING DEPARTMENT
SUBJECT: REQUEST TO SECURE A LIEN AGAINST PROPERTY LOCATED AT 361 MILL AVE FOR THE AMOUNT OF \$30,000.00

REQUEST TO USE \$30,000 IN CITY FUNDS TO DEMOLISH STRUCTURE AT 361 MILL AVE.

DECISION POINT: Should the City Council approve a request from the Building Department to demolish the structure at 361 Mill Ave.?

HISTORY: The structure at 361 Mill Ave., a single-family residence, was struck by a large spruce tree in December of 2025. This was not reported to the Fire Department, so we were unaware of the circumstances which led to the tree falling. During the first week in January, the Building Department discovered damage to the house. After being unable to contact the owner, we went ahead and had the Gas Meter removed and the Water shut off for safety reasons. (1/7/26)

Subsequently, Ww found a lady living in the detached garage, with no heat, no water, and no sanitation. The Building Department talked with her and told her the building could not be lawfully occupied. She was able to move to a better living situation and gave us the owner's phone number. We left messages for the owner, but no return phone calls were made to us.

To date, we have still been unable to contact the owner.

On January 20, 2026, a **Notice of a Dangerous Building** was filed with the County. The Notice was mailed to the address on the assessor's list and the house address and was posted on the house. The Notice included a requirement to respond to the City within 30, 60 and 120 days.

On January 26, 2026, the Owner called the Building Department. She said she is getting people to fix everything. She agreed to contact Keith and work through the details. Since that time, there has been no contact with the Owner. She doesn't return phone calls.

The Building Department recently found people cutting and removing the tree. They had not been in contact with the owner but felt they could do the work and then lien the house. The Building Department met with several people cleaning up the site who had the same idea. None had spoken to or had agreements with the owner.

The Building Department spoke with 3 different realtors. Each realtor had the Owner walk into their office for an initial visit, and then they never saw her again. So, they did not list the property.

On April 17, 2026, the Building Department sent an **Order to Repair** to the address on the Assessors website and the 361 Mill Ave. address and posted it on the house. Attempts to contact the Owner were unsuccessful. —On April 20, 2026, calls to the Owner’s phone number are greeted with a recording saying the number has caller restrictions and will not accept calls.

There are continuing problems with people coming at night on bicycles and going through the house and garage. Neighbors have called Police numerous times. It appears that copper is being stripped from inside the house. A mother with two daughters from across the street has come out numerous times when Building is on site. She has repeatedly expressed concerns over the transient activity, alleged drug use, and the safety of her daughters.

Under the Uniform Code for the Abatement of Dangerous Buildings, Chapter 15.09 of the Municipal Code, and pursuant to the Notice provided to the Owner, the City may demolish a structure deemed unsafe upon the Owner’s failure to do so and charge the cost to the Owner. A special assessment for the costs may then be imposed on the property.

FINANCIAL ANALYSIS: Financial cost to the City is \$30,000.00. This is a “not to exceed number.” The actual cost may be lower. This price includes asbestos testing, removal of the structure, cleaning the lot, and capping the water and sewer. The garage is not included in this estimate.

PERFORMANCE ANALYSIS: Demolition of this structure improves the safety of neighboring homes and the surrounding community. Removal of the structure eliminates the opportunity for transient habitation.

DECISION POINT/RECOMMENDATION: Council should approve the demolition of the residential structure at 361 Mill Ave. for the sum of \$30,000.00, and to impose a special assessment on the property to recoup cost to the City upon sale of the property.



1



2


- The tree was removed by someone.
- The property is posted “Do Not Enter” yet several neighbors have complained that people are entering the property at night.



3

Notice of Abatement filed April 17th, 2026



 CITY OF COEUR D'ALENE
BUILDING SERVICES DEPARTMENT
CITY HALL - 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814-3994
(208) 769-2267 - (208) 769-2237 FAX
<http://rebuilding.cozad.org>

April 17, 2026

Re: Order to Repair or Demolish the structure located at 361 Mill Ave., Coeur d'Alene, Idaho

Angela Dredge
7475 Yellowstone Trail
Coeur d'Alene, ID 83814

Legal Description: COUQUHOUNS S100, S2-W 85 FT-LOT 6 BLK A
Section 11 Township 50N Range 04W
Parcel #C68850/A006C
Ain: 143587

Angela,

A **Notice to Repair or Demolish** was sent to 361 Mill Ave. acal 7475 Yellowstone Trail on January 16, 2026. This notice was also posted on the front door of the structure. A timeline was given for you to respond to the City of Coeur d'Alene in this Notice. As of the date of this Order, we have not had a response from you and have not been able to contact you. We have left phone messages and have had no call backs.

The Building Official has determined this to be a Dangerous Building. If we do not receive a plan to Repair or Demolish this house by May 16, 2026, then the City of Coeur d'Alene will proceed to demolish this structure. The cost of the demolition will be your personal obligation, and the City Council may also order a special assessment against the property. Such assessment will be recorded and become a lien against the property. Finally, a failure to comply with this Order is a misdemeanor.

You have a right to appeal this Order. An appeal must be in writing and filed with the Building Official within thirty (30) days of this Order.

4

COUNCIL ACTION

Should Council approve the filing of a lien against the property in the amount of \$30,000 to recoup the cost to the City upon sale of the property?

RESOLUTION NO. 26-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FUNDING FOR, AND AGREEMENT WITH CANNON HILL FOR, THE DEMOLITION OF THE RESIDENTIAL STRUCTURE AT 361 MILL AVENUE IN AN AMOUNT NOT TO EXCEED \$30,000.00, AND AUTHORIZING THE IMPOSITION OF A SPECIAL ASSESSMENT ON THE PROPERTY TO RECOUP COST TO THE CITY UPON SALE OF THE PROPERTY.

WHEREAS, the Building Inspector for the City of Coeur d'Alene has determined that the single-family residence at 361 Mill Avenue was extensively damaged by a falling tree; and

WHEREAS, the Building Inspector has determined that the single-family residence at 361 Mill Avenue is a dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings, Chapter 15.09, Municipal Code; and

WHEREAS, the City has attempted to have the owner of the building abate the danger and the owner has failed or refused to do so; and

WHEREAS, the Building Inspector has recommended that the City of Coeur d'Alene approve the funding for the demolition of the residential structure at 361 Mill Avenue and to impose a special assessment on the property to recoup costs to the City upon sale of the property; and

WHEREAS, the Building Department has obtained a quote from Canon Hill for the demolition, which quote is an amount not to exceed \$30,000.00, pursuant to terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "A" 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 take such action and 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 approve the funding for the demolition of the residential structure at 361 Mill Avenue, to enter into an Agreement with Cannon Hill for the demolition in an amount not to exceed \$30,000.00, in substantially the form attached hereto as Exhibit "A" 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, and to impose a special assessment on the property to recoup costs to the City upon sale of the property.

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 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



Proposal

5605 E Seltice Way
 Post Falls, ID 83854
 Phone: 208-765-6794
 Fax: 208-765-6135

Proposal Submitted to: City of Coeur D'Alene		Phone: 208-769-2345	Date: 04/17/2026
Street: 710 E. Mullan Ave.		Job Name:	
Address: Coeur D'Alene, ID 83814		Location: 361 W. Mill Ave. CDA	
Attention: Keith Clemans		Email: keithc@cdaid.org	

We hereby propose to furnish materials and labor necessary for the completion of:

Remove and haul off condemned house, foundation,
 stump and slab on the side of the house.
 Includes asbestos testing and electrical disconnect.

Not to Exceed \$ 30,000.00

State and Federal Taxes (if required) are not included in proposal.

Unless specified, there is no:

Underground site work * Asbestos survey / Asbestos removal * Additional Insurance * Demo Permits * Utility Disconnects

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum o

Thirty Thousand 00/100

dollars (\$30,000.00)

Payment to be made as follows: Upon Completion, By Check Only No Credit
 Cards Payments Over \$2500

Authorized

Signature: *Joe Souza*

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workman's Compensation insurance.

Note. This proposal may be withdrawn by us if not accepted within 10 days

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

**CITY COUNCIL
STAFF REPORT**

DATE: May 26, 2026
FROM: Adam Rouse, Interim Parks and Recreation Director
RE: Amend Coeur d’Alene Municipal Code § 4.25.030 (B) to allow possession and consumption of beer, wine or other alcoholic beverages with a permit at Coeur d’Alene Rotary Centennial Park and Cherry Hill Park.

DECISION POINT: Should City Council amend Coeur d’Alene Municipal Code § 4.25.030(B) to allow possession and consumption of beer, wine or other alcoholic beverages with a permit at Coeur d’Alene Rotary Centennial Park and Cherry Hill Park?

HISTORY: In 2007, the Parks Department received approval to allow the possession and consumption of alcohol at Riverstone Park with a permit and associated fees, including security. Riverstone Park became a test area for alcohol on public property. After several successful years at Riverstone, in 2014, City Park, McEuen Park, and the Jewett House were added to this exception for possession and consumption of alcohol. All alcohol events require an alcohol permit purchased through the Parks Department. Alcohol security fees are collected and Park staff schedule security with an outside security firm. Park staff also educate permit holders on the duties to ensure open containers stay within the boundaries of the roped-off area. If alcohol will be sold, a catering permit will continue to be required through the City Clerk’s office.

FINANCIAL ANALYSIS: Adding two parks where alcohol may be possessed and consumed causes no increased cost to the City. Alcohol permit and security fees will be collected, providing nominal revenue.

PERFORMANCE ANALYSIS: Park staff have vetted this proposed change with the City Police, Fire, and Legal Departments. The Inland Northwest Pickleball Club has requested permission to have a local brewery as a sponsor for its annual tournament held at Cherry Hill Park. The Coeur d’Alene Rotary Centennial Park is utilized by our local Rotarians, the Downtown Association, and the Arts and Culture Alliance, as well as being used as a space for public use. We have had requests from all three groups to allow them to serve alcohol as part of their events and fundraisers. All alcohol events in a City park require an alcohol permit and security fees purchased through the Parks Department. Security personnel oversee events, ensuring no underage drinking and that all drinks are kept within a roped-off area.

DECISION POINT/RECOMMENDATION: Council should adopt amendments to Coeur d’Alene Municipal Code § 4.25.030(B) to allow possession and consumption of beer, wine or other alcoholic beverages with a permit at Coeur d’Alene Rotary Centennial Park and Cherry Hill Park.

COUNCIL BILL NO. 26-1009
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 4.25.030 ENTITLED BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Interim Parks and Recreation Director, 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 4.25.030 is amended as follows:*

4.25.030: BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY:

A. No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.

B. The provisions of this section do not prohibit the City from issuing permits for the possession and consumption of beer, wine or other alcoholic beverages at the following locations:

1. Riverstone Park gazebo and amphitheater;
2. Jewett House;
3. City Park;
4. McEuen Park;
5. Coeur d'Alene Rotary Centennial Park;
6. Cherry Hill Park.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 4. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on June 2, 2026.

APPROVED, ADOPTED and SIGNED this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING CHAPTER 4.25.030 ENTITLED
BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 4.25.030 ENTITLED BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, amending Chapter 4.25.030 entitled Beer, Wine and Liquor Prohibitions on Public Property, 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 2nd day of June, 2026.

Randall R. Adams, City Attorney

**CITY COUNCIL
STAFF REPORT**

DATE: June 2, 2026
FROM: Adam Rouse, Interim Parks & Recreation Director/ Arts Commission Liaison
SUBJECT: Approval of establishing the “Spotlight CDA: Visual Arts” Program

DECISION POINT: Should Council approve the establishment of a program entitled “Spotlight CDA: Visual Arts” with a total funding of \$15,000 annually?

HISTORY: The City of Coeur d’Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City’s cultural resources; and to encourage and assist freedom of artistic expression essential for the well-being of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999, which was revised in 2008 and 2017. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education.

Visual arts are a defining part of our public history and cultural identity, enriching the character and vibrancy of our community. Through exhibitions, public programming, and meaningful engagement, visual arts organizations contribute to a dynamic cultural landscape that reflects the spirit of Coeur d’Alene. Equally important is the role these organizations play in student education, providing young people with opportunities to develop creativity, critical thinking, and self-expression through the visual arts.

The Spotlight CDA: Visual Arts program seeks proposals from visual arts organizations whose work not only enhances community identity but also fosters the next generation of artists and engages citizens through educational programming and outreach. Coeur d’Alene is proud of its rich history of visual arts organizations and seeks to aid in sustaining and broadening these programs for the enrichment of the community and support of programming that draws attention both locally and nationwide. Throughout the year, Coeur d’Alene attracts thousands of visitors; a rich offering of visual arts increases what the City has to offer.

The Coeur d’Alene Arts Commission will publish a call for visual arts companies to submit applications for funds that will contribute to the creation of innovative works of art, exhibitions, installations, and related programming. Applications must include a one (1) three (3) page letter that describes in detail the project, program, or initiative to be funded and how it will enhance the community. The letter should include how the funding will be utilized and how the Arts Commission and City will be recognized as sponsors.

Eligibility criteria include:

- Applicants must be based in Kootenai County, Idaho
- Applicants must be a 501(c)(3) nonprofit organization
- Applicants must be in good standing with the City and the community
- Applicant companies must have completed at least five (5) years of visual arts programming prior to the application deadline date
- Applicants may submit one (1) application per grant cycle year
- Applicants must be affiliated with an organization that consistently engages visual artists that teach, exhibit and promote their work within the community, and that manages the associated logistics as an ongoing and integral component of its core activities.

The call will be publicly published from June 9 – July 10, 2026. From the submissions, a Selection Committee will select the projects, programs, and/or initiative to receive the funding. The Committee will be composed of local arts professionals, local citizens, a Councilmember, and other members as determined by the Arts Commission. Selection criteria to be used for consideration shall include but not be limited to the following: community impact, artistic quality and vision, student education & outreach, organizational capacity, alignment with Spotlight CDA: Visual Arts goals, feasibility & budget, and sustainability & lasting impact.

The first- year period will run from the beginning of August 2026, through the end of July 2027 with a second-year option running from August 2027 through the end of July 2028.

FINANCIAL ANALYSIS: The total funds to be provided, using dedicated Art Fund dollars, would not exceed \$15,000 annually. The selected companies will be funded in the amount of \$5,000 or \$7,500 for the first year (three (3) companies at \$5,000 each or two (2) companies at \$7,500 each) at the discretion of the Selection Committee, Arts Commission, and City Council. A second payment of the same amount may be paid to the companies at the start of the second year for the same project, program, initiative, or one that contains the same criteria as the work funded in the first year, should the companies be chosen to repeat the program funding.

DECISION POINT/RECOMMENDATION: Council should approve the establishment of the Spotlight CDA: Visual Arts program with a total funding of \$15,000 annually.

RESOLUTION NO. 26-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A PROGRAM ENTITLED "SPOTLIGHT CDA: VISUAL ARTS," WITH A TOTAL FUNDING OF \$15,000.00.

WHEREAS, City of Coeur d'Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; and

WHEREAS, the City adopted a Public Arts Policy in 1999, which was revised in 2008 and 2017. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education; and

WHEREAS, visual arts are a defining part of our public history and cultural identity, enriching the character and vibrancy of our community which, through exhibitions, public programming, and meaningful engagement, contribute to a dynamic cultural landscape that reflects the spirit of Coeur d'Alene; and

WHEREAS, visual arts play an important role in student education, providing young people with opportunities to develop creativity, critical thinking, and self-expression through the visual arts; and

WHEREAS, the Interim Parks & Recreation Director/Arts Commission Liaison for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene establish a program entitled "Spotlight CDA: Visual Arts," with a total funding of \$15,000,00, pursuant to the terms and conditions outlined in Exhibit "A" hereto; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the "Spotlight CDA: Visual Arts" program be established, pursuant to the terms and conditions outlined in Exhibit "A" hereto.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that, the City hereby establishes a "Spotlight Coeur d'Alene: Visual Arts" Program, with a total funding of \$15,000.00.

BE IT FURTHER RESOLVED by the Mayor and City Council that the Program, attached hereto as Exhibit "A" and incorporated herein, be adopted.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate the “Spotlight CDA: Visual Arts” Program.

DATED this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

Art Spotlight CDA: Visual Arts

“**Visual arts**” refers to creative works that are primarily experienced visually, including painting, sculpture, photography, ceramics, printmaking, fiber arts, digital art, and mixed media. “**Performing arts**” refers to artistic expression presented through live performances, including music, theatre, dance, spoken word, and multidisciplinary performance. Please see the Arts Commission Program on **Art Spotlight CDA for Performing Arts** if seeking grants for the Performing Arts.

Project Overview

Visual arts are a defining part of our public history and cultural identity, enriching the character and vibrancy of our community. Through exhibitions, public programming, and meaningful engagement, visual arts organizations contribute to a dynamic cultural landscape that reflects the spirit of Coeur d'Alene. Equally important is the role these organizations play in student education--providing young people with opportunities to develop creativity, critical thinking, and self-expression through the visual arts. **Spotlight CDA: Visual Arts** seeks proposals from visual arts organizations whose work not only enhances community identity but also fosters the next generation of artists and engages citizens through educational programming and outreach.

Located on the shore of one of the world's most beautiful lakes, Coeur d'Alene is one of the West's premier four-season destinations for business meetings, leisure travel, and special events. Coeur d'Alene is proud of its rich history of visual arts organizations and seeks to aid in sustaining and broadening these programs for the enrichment of the community and support of programming that draws attention both locally and nationwide. Throughout the year, Coeur d'Alene attracts thousands of visitors; a rich offering of visual arts increases what the city has to offer.

Visual arts companies may submit applications for funds that will contribute to the creation of innovative works of art, exhibitions, installations, and related programming. Applications must include a letter that clearly describes in detail the proposed project, program, or initiative to be funded, including its purpose and intended impact. From the submissions, a committee will select the projects, programs, and/or initiatives to receive the funding. The first year period will run from the beginning of August 2026, through the end of July 2027 with a second-year option running from August 2027 through the end of July 2028.

The Application Process

The Coeur d'Alene Arts Commission is encouraging visual arts organizations to submit a one (1) to three (3) page letter describing in detail the project, program, or initiative to be funded and how it will enhance both the company/organization and the community. The letter should include how the funding will be utilized and how the Arts Commission and City will be recognized as sponsors.

Budget and Payment Schedule

Spotlight CDA: Visual Arts will offer a total funding of \$15,000 annually. The selected companies will be funded in the amount of \$5,000 or \$7,500 for the first year (three (3) companies at \$5,000 each or two (2) companies at \$7,500 each) at the discretion of the Selection Committee, Arts Commission, and City Council. A second fund of the same amount may be paid to the companies at the start of the second year for the same project, program, initiative, or one that contains the same criteria as the work funded in the first year, should the companies be chosen to repeat the program funding.

Selection Process

Responses to this call for applications from visual arts organizations will be evaluated by a Selection Committee consisting of local arts professionals, local citizens, a council member, and other members as determined by the Arts Commission. Selection criteria to be used for consideration shall include but not be limited to the following: community impact, artistic quality and vision, student education & outreach, organizational capacity, alignment with **Spotlight CDA: Visual Arts** goals, feasibility & budget, and sustainability & lasting impact.

Timeline

These dates may be subject to change.

April 28, 2026	Approval of Art Spotlight CDA: Visual Arts - CDA Arts Commission
June 2, 2026	City Council approval of Art Spotlight CDA: Visual Arts
June 3 & 8, 2026	Press Releases to announce Art Spotlight CDA: Visual Arts
June 9, 2026	Opening date for collection of applications
July 10, 2026	Application submission deadline
July 13-17, 2026	Selection Committee will meet to choose grantees.
July 28, 2026	Arts Commission approval of selected projects/programs/initiatives

August 4, 2026 City Council approval of projects/programs/initiatives

August 5, 2026 Recipients announced

Submission Requirements

Applications must be received by email to Melissa Brandt, Administrative Assistant, at mbrandt@cdaid.org no later than 5:00 p.m. PST on Monday, July 10, 2026, with the subject line: “Art **Spotlight CDA: Visual Arts** 2026 Application Submission.”

Eligibility

- Applicants must be based in Kootenai County Idaho
- Applicants must be a 501(c)(3) nonprofit organization
- Applicants must be in good standing with the city and the community
- Applicant companies must have completed at least five (5) years of visual arts programming prior to the application deadline date
- Applicants may submit one (1) application per grant cycle year
- Applicants must be affiliated with an organization that consistently engages visual artists that teach, exhibit and promote their work within the community, and that manages the associated logistics as an ongoing and integral component of its core activities.

The City of Coeur d’Alene reserves the right to change the dates of the project timeline, to modify this solicitation, to request additional information or proposals from any or all participating organizations, to re-open the submission process and/or to accept or reject submissions, at any time prior to the announcement of recipients.

For more information about the **Coeur d’Alene Arts Commission**, visit our website at www.cdaid.org/arts.

ART SPOTLIGHT CDA SELECTION CRITERIA

Organization title: _____

	Exceeds – 30 - 20	Meets – 19 - 10	Developing – 9 - 0
<p>Sustainability and Feasibility</p> <p><i>(30 points possible)</i></p>	<ul style="list-style-type: none"> ● Timeline of the project is achievable ● Budget of the project is realistic and includes other revenues, if applicable ● A venue is established for the project, if applicable ● Administrative aspects are very well established for the project ● The applying organization has a widely demonstrated history of successful projects ● Sufficient efforts to promote the project to achieve broad participation are evident 	<ul style="list-style-type: none"> ● Timeline of the project is potentially achievable ● Budget of the project may be stretched and includes other revenues, if applicable ● A venue will be secured, if applicable ● Administrative aspects are well established for the project ● The applying organization has a modestly demonstrated history of successful projects ● Somewhat sufficient efforts to promote the project to achieve broad participation are evident 	<ul style="list-style-type: none"> ● Timeline of the project is not clear ● Budget of the project may not be realistic and has no other revenues, if applicable ● No venue secured for the project, if applicable ● Administrative aspects are not established for the project ● The applying organization does not have a clearly demonstrated history of successful projects ● Efforts to promote the project to achieve broad participation are not clear
<p>Artistic Quality and Creativity</p> <p><i>(30 points possible)</i></p>	<ul style="list-style-type: none"> ● The qualifications of the organization’s staff and artists support the scope of the project ● The project is very accessible to the local community with an expected number of participants ● The artistic merit of the project is of high value 	<ul style="list-style-type: none"> ● The qualifications of the organization’s staff and artists may support the scope of the project ● The project is somewhat accessible to the local community with an expected number of participants ● The artistic merit of the project is of moderate value 	<ul style="list-style-type: none"> ● The qualifications of the organization’s staff and artists do not support the scope of the project ● The project is not accessible to the local community and/or does not have an expected number of participants ● The artistic merit of the project is unclear
<p>Community Impact and Context</p> <p><i>(30 points possible)</i></p>	<ul style="list-style-type: none"> ● The project clearly demonstrates an effort to achieve broad and diverse participation across local community ● The project is suited to enrich the culture of the local community ● Context of the project is within the scope of the interests of the city and local community 	<ul style="list-style-type: none"> ● The project may demonstrate an effort to achieve broad and diverse participation across local community ● The project may be suited to enrich the culture of the local community ● Context of the project may be within the scope of the interests of the city and local community 	<ul style="list-style-type: none"> ● The project does not demonstrate an effort to achieve broad and diverse participation across local community ● The project is not entirely suited to enrich the culture of the local community ● Context of the project is not within the scope of the interests of the city and local community
	Exceeds – 10 - 8	Meets – 7 - 5	Developing – 4 - 0
<p>Appeal and Content</p> <p><i>(10 points possible)</i></p>	<ul style="list-style-type: none"> ● The project has a high appeal to a large number of potential participants ● Content of the project has special appeal (lead artist, unique perspective, historical, etc.) 	<ul style="list-style-type: none"> ● The project has a moderate appeal to a large number of potential participants ● Content of the project may have special appeal (lead artist, unique perspective, historical, etc.) 	<ul style="list-style-type: none"> ● The project may not have appeal to a large number of potential participants ● Content of the project does not have special appeal (lead artist, unique perspective, historical, etc.)

**CITY COUNCIL
STAFF REPORT**

DATE: June 2, 2026
FROM: Kyle Marine, Water Department Director; Hilary Patterson, Community Planning Director
SUBJECT: Approval of a Good Neighbor Agreement with Virginia L. Tate for the provision of water service outside the City limits at 4176 E. Potlatch Hill Rd. and future annexation (tabled from May 19, 2026, Council meeting)

=====

DECISION POINT: Should Council allow water service for 4176 E. Potlatch Hill Rd. under the modified Good Neighbor Agreement?

HISTORY: Virginia Tate, owner of property located at 4176 E. Potlatch Hill Rd. outside City limits, contacted the City after her domestic well failed and requested access to City water service. As a temporary solution, City staff worked with the property owner to set up a construction fill station connection from a nearby fire hydrant while a long-term solution was reviewed.

As part of the temporary arrangement, Ms. Tate initially agreed to pursue annexation in spring 2026 and comply with City connection requirements. A pre-annexation meeting application was submitted accordingly. However, after being informed of the infrastructure improvements and fire protection requirements associated with annexation, Ms. Tate stated she was no longer agreeable to annexation under those conditions.

Ms. Tate later requested permanent water service under the City’s Water Service Outside City Limits Policy (#17.001). The policy allows consideration of service for properties with inadequate domestic wells but requires annexation for parcels contiguous to City limits. The subject parcel fronts an existing City water main and is contiguous to City limits. City review determined that annexation would require several improvements at the property owner’s expense, including water service installation, fire flow and hydrant improvements, water main extension, sewer connection, backflow protection, easements, permits, and compliance with City zoning and annexation requirements.

This request came before City Council on May 19, 2026, for consideration. Following staff’s presentation and input from Ms. Tate, Council tabled the matter and directed staff to meet with Ms. Tate to discuss her concerns with the Good Neighbor Agreement and to bring the matter back on June 2, 2026, with a summary of items that were negotiated and any remaining items of disagreement so that the Council could decide on the request for water service with future annexation.

The Mayor and Staff (the City Administrator, the City Attorney, Kyle Marine, Hilary Patterson, and Craig Etherton) met with Ms. Tate and her son, Steve Petroskie, on May 27, 2026, and reviewed the proposed Good Neighbor Agreement line-by-line to address concerns and changes

to the agreement that would be agreeable to both parties. As part of those discussions, Staff agreed to use the 2025 water capitalization fee rates, reducing the connection cost compared to the current 2026 rates and resulting in a savings to Ms. Tate of \$17,189.00. Minor changes were made to the agreement to come to consensus on the expectations and terms of the agreement. Those changes are reflected in the attached draft agreement and have been provided to Ms. Tate.

The proposed agreement states that annexation will be required in the future if nearby properties annex into the City and water infrastructure is extended in the area, or if the City otherwise extends water infrastructure along E. Potlatch Hill Rd. At the meeting on May 27, 2020, Ms. Tate indicated she was agreeable to this provision of the agreement.

FINANCIAL ANALYSIS: As the agreement is drafted, there would be is minimal cost to the Water Department to provide service to this parcel, as the property owner will be responsible for all connection costs, capitalization fees, infrastructure improvements, permitting, and ongoing utility charges associated with the service. As part of the proposed agreement, the City agreed to utilize the 2025 water capitalization fee rates, reducing the overall connection cost to the property owner compared to the current 2026 rates. This would be a savings to Ms. Tate in the amount of \$17,189.00, which would be a fee reduction from the current rates. But because this agreement was initially discussed in 2025, Staff felt it was equitable to use the 2025 water capitalization rates. Capitalization fees go into the Water Department's budget and are designed to ensure that new water connections and related improvements contribute their fair share to the cost of maintaining, operating, and replacing the municipal water system.

Ms. Tate has requested that City Council credit her for expenses incurred related to a pressure reduction valve in the amount of \$26,000.00 and \$45,300.00 in logging fees paid for by Tate that she contends were required when the City pulled Elk Point 1st Addition lots from the Fire Smart program. The total expenses that she would like deducted from the water capitalization fee and offset with future annexation fees amount to **\$71,300.00**.

Using the 2025 water capitalization rate, the fees owed at the time of water connection would be \$34,773.00. The annexation fees (based on 2026 rates) could range from \$4,597.00 to \$25,217.60. If the Council directed staff to apply the fees based on one dwelling unit that fee would be \$4,597.00. If Council said to use the calculation in the Municipal Code and Fee Schedule that is based on equivalent dwelling units calculated by acreage multiplied by the density of the applicable zoning district (which is R-3), that fee would be \$25,217.60.

Staff has some concern with waiving the water capitalization fee given that even the City pays capitalization fees for our projects and there have been some court cases in Idaho on capitalization fees. However, City Attorney Randy Adams has indicated that the Council could determine a settlement fee through the Good Neighbor Agreement if Council wanted to waive or otherwise modify the fee.

As City Council considers the request for water service and waiving or reducing fees for Ms. Tate, it is important to point out that the City has also incurred costs with infrastructure projects benefiting Ms. Tate and the Pestroskie Family Trust valued at more than \$72,816.92. These costs do not include engineering costs or DEQ costs. Additionally, through the 2019 Settlement Agreement, the City agreed to pay for a future water meter and future sewer stub to Elk Point 1st Addition Lot 6, which was platted as Lot 4. Those costs have yet to be incurred. Additionally,

Ms. Tate agreed to pay any and all fees, including utility cap fees and applicable impact fees, which are generally required by the City, with the exception of the annexation fee for the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive, agreed to pay for utility laterals, and agreed to waive any remaining claims against the city arising under, from, or as a result of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.

Per the 2019 Settlement Agreement, Ms. Tate was not charged annexation fees for the annexation north of E. Potlatch Hill Road and E. Sky Harbor Drive, which was a savings of \$8,000.00.

If Council wants to consider reducing or waiving the water capitalization fees and/or future annexation fees, those should be clearly noted in the Good Neighbor Agreement under Sections A.3., A.5., and/or B.

PERFORMANCE ANALYSIS: While the agreement allows service outside City limits under Policy #17.001, it also maintains the City's long-term interest in annexation by requiring future annexation if adjacent properties annex into the City and water infrastructure is extended in the area.

The City water system has the capacity to serve this property with no expected impact to existing customers, system pressure, or service levels. The proposed agreement limits service to one domestic connection and one irrigation connection for the existing parcel only.

The agreement also establishes conditions intended to protect the City's long-term operational and planning interests, including future annexation requirements, compliance with City standards, and responsibility for infrastructure improvements by the property owner.

DECISION POINT/RECOMMENDATION: Council should decide whether to require compliance with City policy or to approve a deviation from the policy and enter into the Good Neighbor Agreement with Virginia L. Tate for the provision of water services outside the city limits at 4176 E Potlatch Hill Rd. and future annexation. Council should also decide whether to allow any credit and, if so, how much, to offset water cap fees and future annexation fees.



City of
Coeur d'Alene
IDAHO

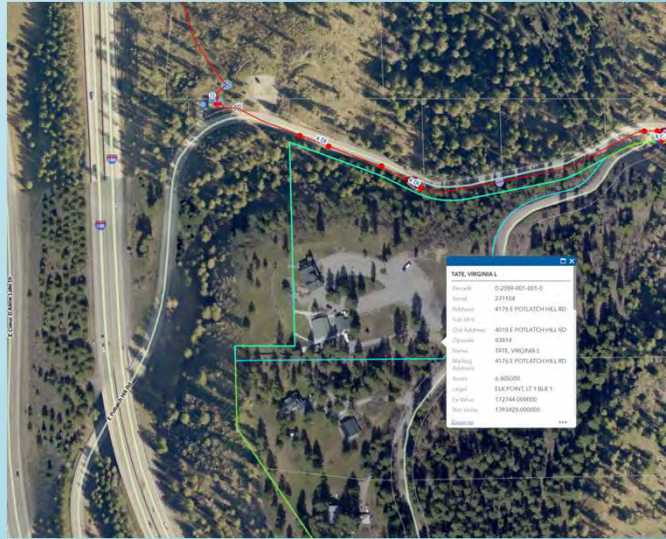
1



4176 Potlatch Hill Rd



2



3



**Fill station. Not made for winter use
or for long term connection.**



4

Water service outside city limits.

Policy # 17.001



5

Water Service Outside City Limits — Policy Summary

Policy # 17.001

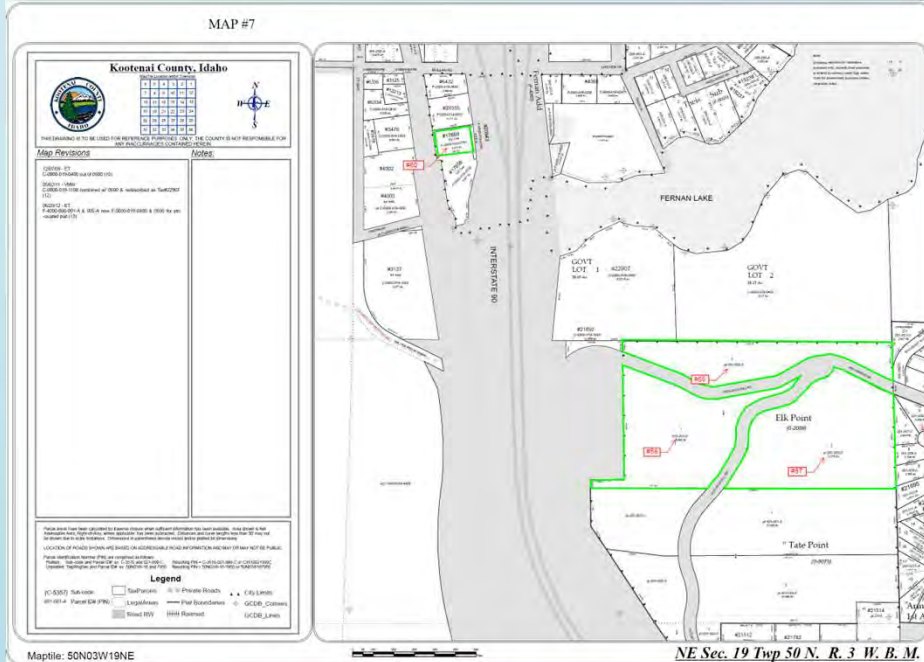
This policy limits when the City of Coeur d'Alene will provide water service outside city limits. In general, properties must annex into the City to receive water service, especially if they are contiguous to city boundaries. Service outside city limits is typically limited to one connection per existing parcel and is only considered if the property abuts an existing water main, does not reduce service to current customers, and the owner agrees to future annexation and conveyance of water rights.

Exceptions may be considered for approved subdivisions, failing wells, grandfathered rights, or other qualifying parcels. Property owners are responsible for all applicable costs, and the Water Department makes the final eligibility determination.

The goal of this policy is to protect city infrastructure, maintain reliable service for residents, and manage growth responsibly.



6



7

WATER SERVICE OUTSIDE CITY LIMITS

Eligible Parcel Identification

ID #	Parcel ID Number	Parcel Tax #	Parcel Address/Street Frontage	Map #	Eligibility Requirement	Service Type	Zoning	Notes
41	0-4180-001-002-0		S Millview Ln	4	Service Agreement	SFD		Lt 2, Bl 1, Kar-Les-Sue
42	0-4180-001-003-0		S Millview Ln	4	Service Agreement	SFD		Lt 3, Bl 1, Kar-Les-Sue
43	0-4180-001-004-0		S Millview Ln	4	Service Agreement	SFD		Lt 4, Bl 1, Kar-Les-Sue
44	0-4180-001-008-0		S Millview Ln	4	Service Agreement	SFD		Lt 8, Bl 1, Kar-Les-Sue
45	50N04W-04-5220	17474&21121	W Seltice Way	5	Annexation	COM		N/A
46	50N04W-04-6650	15561&16988	4259 W Seltice Way	5	Service Agreement	COM		N/A
47	50N04W-04-5150	14739	4381 W Seltice Way	5	Service Agreement	COM		N/A
48	50N04W-04-5900	24397	4451-83-89 W Seltice Way	5	Service Agreement	COM		N/A
49	50N04W-04-5875	17722	4547 W Seltice Way	5	Service Agreement	COM		N/A
50	50N04W-04-5825	3302	4687 W Seltice Way	5	Service Agreement	COM		N/A
51	50N04W-04-5780	5572	4697 W Seltice Way	5	Service Agreement	COM		N/A
52	50N04W-04-5760	10363	3700 N Huetter Rd.	5	Service Agreement	COM		N/A
53	50N04W-04-5600		3786 N Huetter Rd	5	Service Agreement	COM		N/A
54	50N04W-04-5500		4020 N Huetter Rd.	5	Annexation	SFD		N/A
55	50N04W-04-4000		4950 N Huetter Rd.	5&6	Annexation	SFD		N/A
56	50N04W-04-4600		4950 N Huetter Rd.	5&6	Annexation	SFD		N/A
57	0-2089-001-002-0		E Potlatch Hill Rd	7&8	Annexation	SFD		Lt 2, Bl 1, Elk Point
58	0-2089-001-002-0		E Potlatch Hill Rd	7	Annexation	SFD		Lt 1, Bl 1, Elk Point
59	0-2089-001-002-0 (N)		E Potlatch Hill Rd	7&8	Annexation	SFD		Lt 2, Bl 1, Elk Point
60	F-0000-019-0750	17859	CDA Lake Dr.	7	Annexation	SFD		N/A
61	50N03W-18-7950	17654	E Fernan Hill Rd.	10	Annexation	SFD		N/A
62	50N03W-18-7820	3428&5426	N City View Dr.	10	Service Agreement	SFD		N/A
63	50N03W-18-1740	24611	E Giesa Rd.	10	Completed for Easem	SFD		N/A
64	50N03W-18-7810	11545	N City View Dr.	10	Annexation	SFD		N/A
65	50N03W-18-7350	922	E Fernan Hill Rd.	10	Annexation	SFD		N/A
66	50N03W-18-1800	14228	E Fernan Hill Rd.	10	Annexation	SFD		N/A
67	50N03W-17-3800	14037&14038	655 N Frosty Pine Trl	11	Annexation	SFD		N/A
68	0-3925-001-002-0		4211 E Fernan Hill Rd.	11	Annexation	SFD		Lt 2, Bl 1, Holm Add.
69	50N03W-17-1600	4952	E Fernan Hill Rd.	11	Annexation	SFD		N/A
70	0-5950-000-003-0		4300 E Fernana Hill Rd.	11	Annexation	SFD		Lt 3, Phippeus Add.
71	50N03W-08-6470	24118	3389 E Harrison Ave.	11&13	Service Agreement	SFD		N/A
72	50N03W-08-6425	7895	E Harrison Ave.	11&13	Service Agreement	SFD		N/A
73	50N03W-08-6450	7895	1674 N Elton Ln.	13	Service Agreement	SFD		N/A
74	50N03W-08-6175		N Elton Ln.	13	Service Agreement	SFD		N/A
75	50N03W-18-1750	5791	E Giesa Rd.	14	Completed for Easem	SFD		N/A
76	50N03W-18-0910	9980	2489 E Stowe Ct.	14	Service Agreement	SFD		N/A
77	50N03W-18-0900	6513	N Hill Dr.	14	Service Agreement	SFD		N/A
78	50N03W-18-1070	7739	N Galena Dr.	14	Service Agreement	SFD		N/A
79	50N03W-18-1060	8545	N Galena Dr.	14	Service Agreement	SFD		N/A
80	50N03W-18-1061	8546	N Galena Dr.	15	Service Agreement	SFD		N/A



8

4176 E. Potlatch Hill Rd. (Tate) Annexation requirements.



9

4176 E. Potlatch Hill Rd. (Tate)

Water System Requirements

- Install one (1) domestic water service (max 2-inch)
- Install one (1) irrigation service
- Pay capitalization (cap) fees and connection costs
- Install services per City standards and inspection approval
- Install backflow prevention assembly
- Install required 8-inch public water main extension
- Provide required easements

Fire Protection Requirements

- Meet fire flow: **1,500 GPM @ 20 psi**
- Meet hydrant spacing: **500 feet**
- Install minimum **one (1) new fire hydrant** (up to two if required)
- Cistern subject to evaluation; additional hydrant may be required
- Fire infrastructure designed by QLPE
- Fire infrastructure installed, operational, and inspected



10

4176 E. Potlatch Hill Rd. (Tate)

Annexation & Administrative Requirements

- Annexation applies to subject parcel only
- Property must be zoned R-3 (Owner consent required)
- Pay application, publication, and mailing fees
- Pay annexation fee (based on R-3 density)
- Pay annexation agreement preparation fee

Sewer Requirements

- Connect to City sewer within **365 days of annexation**
- Pay all sewer fees
- Comply with City Code

Final Requirements

- Meet County requirements prior to annexation
- Finalize all permits and inspections
- Certificates of Occupancy issued where applicable
- Install Knox Box / emergency gate access
- Future gates must include emergency access
- Owner responsible for all infrastructure, permits, and costs
- Must comply with all City Codes, policies, and regulations



11

Map of other denied applicants.



12

Thank you!



MEMORANDUM

Re: Tate Request for Water Service
Date: 2/19/19
From: RRA

Virginia Tate owns property to the north and south of E. Potlatch Hill Road. Her property is in an unincorporated area of the County. Directly to the east of her property is Armstrong Park, a PUD developed by Gary Low Investments, Inc. The initial plat was filed in 1989. The plat contained this language: "POTLATCH HILL ROAD, as shown on this Plat of ARMSTRONG PARK, is hereby dedicated to the use of the public, and the easements indicated on said plat are not dedicated to the public but the right to use said easements is hereby reserved for the use as designated hereon and no permanent structures are to be erected within the lines of said easements." The "Potlatch Hill Road" shown on the plat is entirely within the PUD.

For the reasons set out below, the "Agreement for Sale of Armstrong Park Water Company of Development Concepts, Inc." to the City (the "Agreement"), dated September 28, 2006, did not legally end/terminate any obligations owed to the Tates under the Agreement dated February 10, 1989 (the "Tate Agreement") because the Tates did not sign the Agreement. One party (the Lows) simply does not have the right to end or terminate their obligations under a valid agreement without the consent of the other party (the Tates). In addition, the Agreement only concerned the water system serving Armstrong Park, but the Tate property is clearly not part of the Armstrong Park subdivisions. Finally, the Tate property was never actually served, or the infrastructure maintained, by the City after the sale, further suggesting that the Tate water system (presumably operating as "Sky Harbor Water Association") was not included in the sale to the City. I do not have enough information to definitively answer the question of whether the City must provide a water to Tate, provide 30 services to the Tate property, and/or install hydrants for the Tate property, but my position is that the City likely has no such obligation.

First, the Agreement was between the City as buyer and a couple of individuals and corporations, including Gary Low Investments, Inc., as sellers. In paragraph 1.1, the Agreement says that the sellers are "engaged in the business of providing water for residential use under the assumed name of Armstrong Park Water Company" and, in paragraph 1.2, it states that the sellers "developed a water system for delivery of water to the Armstrong Park in the City of Coeur d'Alene" which system is owned by the Armstrong Park Homeowners Association. By this Agreement, the City purchased all of the sellers' "right, title and interest in and to pipes, pumps, distribution mains, dosing stations, tanks, water meters, hydrants, business, books, billings, accounts receivable and business name of the Armstrong Park Water Company." To the extent that the Tate property has water service infrastructure (the reservoir and water lines) that was not owned by the Armstrong Park Homeowner's Association and was not part of the Armstrong Park Water Company, the Agreement clearly did not affect the ownership of that infrastructure.

Second, paragraph 6.3 of the Agreement states: "Upon execution of this agreement all previous agreements between the parties concerning the Armstrong Park Water System shall be deemed satisfied, completed and terminated." The documents are very specific that the Armstrong Park Water System served only Armstrong Park, not the Tate property. The Tate property was not and

is not in Armstrong Park. Gary Low Investments, Inc., (GLI) in addition to being one of the sellers under the Agreement, was also the “Developer” under the Tate Agreement. As the Developer, GLI formed the Sky Harbor Water Association, which owned or operated “the water system which will include a reservoir and water lines.” The reservoir and water lines had no relationship to the Armstrong Park Water System, at least at that time, because they were tied specifically to a different entity, the Sky Harbor Water Association. Absent evidence to the contrary, it would be presumed that the entities were separate and independent.

If Sky Harbor and Armstrong Park Water were always separate entities, then the Agreement Kyle found does not address the rights and duties owed by Sky Harbor Water Association to the Tates. In other words, the Agreement, dealing as it did only with Armstrong Park Water, did not satisfy, complete or terminate the Tate Agreement. Based on the evidence I’ve seen, I believe the two water associations were separate entities, created to serve different parcels, and were never joined. However, this doesn’t really matter much because, in either case, the duties owed to the Tates survived the attempt to terminate in the Agreement.

So, the ultimate question is whether the City owes any duties to the Tates to provide water under the Tate Agreement. Again, because Sky Harbor Water and Armstrong Park Water were separate entities, the City acquired only Armstrong Park Water and did not acquire Sky Harbor Water or its obligations, at least under the Agreement I have seen. In such case, the City would owe the Tates nothing.

The City’s policy for providing water service outside the City limits says that a parcel contiguous to the City limits must annex to obtain City water. The owner is also responsible for all costs and fees associated with the annexation. This is true even if the property has a failing well. The Tate property, being contiguous to the City limits, would be required to annex into the City under the policy.



Policy #:	Title:	Effective Date:
17.001	WATER SERVICE OUTSIDE CITY LIMITS	04/01/17

PURPOSE

The purpose of this policy is to establish an approved procedure for residential, commercial, industrial and irrigation water service application and approval outside of the City Limits. The policy shall further establish that desired service to new subdivisions or split parcels platted outside City Limits as of March 7, 2017, (see Water Dept. maps) shall **not** be permitted without annexation.

REFERENCE

This amended policy statement references a policy established by Resolution No. 06-022 restricting new water service outside City Limits, to establish revised eligibility limits for granting new service connections outside City Limits, as set forth and adopted on March 7, 2017 by City Council.

POLICY

WATER SERVICE OUTSIDE CITY LIMITS

I **Goals:**

A. To the extent possible it is the intention of this policy to:

- 1) Limit new water service outside City Limits to those properties that: have a grandfathered/vested right to water service created by; monetary participation by the owner or a predecessor in interest for construction of the main that would provide service to the property; are contiguous to the city limits and therefore must annex to be eligible for service; are in an existing subdivision as listed below; is a non-contiguous County parcel existing as of March 7, 2017(see Water Dept. maps) and is fronted by an existing City water main. A property owner will **not** be permitted to extend a water main to a parcel that does not currently abut an existing water main in order to be eligible for water service. **Main extensions will only be allowed under annexation.**

- 2) Require qualifying properties to annex if contiguous and possible, or if not contiguous, require the owner to sign a Water Service Agreement form regarding rights to future annexation.
- 3) Limit those residential properties outside City Limits qualifying for water service to one SFD Residential connection for each parcel/lot existing at the time of approval of this policy revision, March 7, 2017 (see Water Dept. maps). Commercial or Industrial zoned parcels, existing as of date of adoption, that may meet the requirements of this policy may be eligible for one commercial metered service up to 2" in size and one metered irrigation service up to 1" in size. Applicable capitalization fees will be paid based on service tap size.
- 4) Ensure the integrity of City boundaries.
- 5) Minimize expenses for the City Water Department customers within the City limits for upgrading facilities solely serving those properties outside of the City limits.
- 6) Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.
- 7) Require the party seeking service to verify eligibility for one SFD residential connection.

II **Policy:**

- A. **Water Service Agreement:** A party seeking water service for a parcel outside City limits will be required to complete and sign a Water Service Agreement stipulating theirs and the City's rights regarding future water service.
- B. **Annexation:** A party seeking water service for a parcel outside current City limits must annex into the City prior to receiving water service if the parcel is contiguous to the City limits. The party seeking annexation is responsible for all costs and fees associated with the annexation of their parcel.
- C. **Service Outside City Limits:** If the party seeking water service cannot satisfy the annexation requirement, the party may be entitled to one SFD residential connection if they can prove by a preponderance of the evidence that they meet all of the following conditions as well as one of the exceptions listed below in section III:
 - 1) The parcel or lot **abuts** an existing city water main to which another domestic service line can reasonably be connected; and
 - 2) The City's water service to other customers will not be reduced below adopted standards if the requested water service is provided; and
 - 3) The property owner signs a Water Service Agreement consenting to subsequent annexation by the City at the City's discretion; and
 - 4) The property owner agrees, in writing, to convey, without cost, all water rights attached to the parcel to the City upon request.

III **Exceptions to Section II:**

A. Exceptions: If the party seeking water service meets the conditions in Section II above, they may be entitled to water service if they can prove by a preponderance of the evidence that they meet one of the following exceptions:

- 1) **Approved Subdivisions:** Each **originally** platted lot in the following subdivisions is entitled to one SFD residential service connection. No service shall be granted to any lot that has been further subdivided as per adoption of this revised policy, March 7, 2017(see Water Dept. maps).
- 2) **Approved Subdivision list:**
 - a. Ponderosa Park. (South of Harrison, Gunnison Dr.)
 - b. Ponderosa Terrace. (South of Ponderosa Park, E. Lilly Dr.)
 - c. Springview Terrace 1st addition. (E. Springview Dr.)
 - d. Les James Subdivision.
 - e. Sky Blue Acres. (Millview Ln. and Canal St.)
 - f. Aqua Terrace. (S. Fairmont Loop)
 - g. Nob Hill. (Fairmont Loop)
 - h. Rivercal Subdivision. (Canal St.)
 - i. Morse Subdivision.
 - j. Stanley Hill Terrace.
- 3) **Existing Residence with Failing Water Service:** The owner of a parcel with an existing residence will be allowed one SFD residential connection if the owner can prove by a preponderance of the evidence that the parcel's current water service is failing for reasons outside the parcel owner's control and there is no reasonably cost effective alternative to seeking City water service. If the parcel with the failing well is contiguous, the owner will be required to annex.
- 4) **Qualifying Parcels:** Owners of parcels not meeting any of the other exceptions listed in this section may be allowed one SFD residential connection if they can prove, by a preponderance of the evidence, that the parcel for which service is being sought has a grandfathered right to water service. In order to establish that the parcel has a grandfathered right the owner must establish that the City or one of its predecessors specifically agreed, in writing, to provide water service to the parcel. This may be established by showing that the developer of the lot had a written agreement with the City or its predecessor to provide water to the lot in question or by establishing that the developer of the lot participated in the funding of the water main extension to the lot.
- 5) **Other Parcels:** Owners of residential parcels that may currently abut an existing water main outside of the City limits that cannot prove a right to service under a previous service agreement, may petition the City for one SFD residential connection. Owners of commercial or industrial lots, currently abutting an existing water main outside the City limits that cannot prove an existing right to service,

may petition the City for one commercial service and one irrigation service. New requests for service shall be reviewed on a case by case basis by City staff from the Water Department, Administration and Legal Services to determine if such request meets the conditions of this policy, does not negatively impact adequate service to existing customers in the service area and does not require infrastructure expansion to provide adequate service. If the parcel to be served is contiguous, they will be required to annex. Otherwise completion of a Water Service Agreement and payment of all applicable fees will be required.

- 6) Fees:** The property owner/developer shall be responsible to pay all applicable fees and charges for the service connection. Capitalization fees shall be charged to pay for growth of the public water system. An MXU fee shall be charged to provide connection of the meter to the AMR system. Hookup fees, including any applicable County/Highway District permit fees, shall be charged if the property owner/developer requests that the City install the service. Charges equal to time, special equipment and materials may be charged for installations where rock or other adverse conditions are otherwise encountered.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Water Department shall be charged with the implementation and follow through of this adopted policy. The Superintendent shall grant final determination of property eligibility for service. Upon determination that the property is eligible and water service shall be supplied to property outside the City limits, the Superintendent is authorized to execute an appropriate agreement with the property owner.

REFERENCED INFORMATION

SFD Residential Connection – is a 1” service line with a ¾” meter installed per City Standard Drawing W-1

Commercial Service Connection – is a service line and meter from 1” up to 2” installed per City Standard Drawings W-1 and/or W-14.

Irrigation Service Connection – is a 1” service line and meter strictly for commercial and/or industrial irrigation installed per City Standard Drawing W-1.

Water Dept. maps – The county maps of recorded existing parcels outside the City Limits as of March 7, 2017 and submitted as an exhibit to this amended policy.

Capitalization Fees – are fees paid to the City for construction of future pumping, storage facilities and transmission mains anticipated and necessary to accommodate new growth.

MXU Fees – are fees paid to the City to connect the meter to a radio read system.

Hook-Up Fees – are fees paid to the City for the installation on one SFD residential connection. The fees include time, equipment and materials related to the complete installation of the service including asphalt replacement. The

customer can elect to forego this fee and have a certified contractor perform the installation.

County/Highway District Fees – The County or Highway District will typically charge an encroachment permit fee to ensure that the service installation is inspected and the roadway is properly repaired.

DATE ISSUED/SUNSET DATE

Issue Date: 04/01/2017

Review Date: 04/01/2027

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 15th day of April, 2019, by and between Virginia L. Tate ("**Tate**") and the City of Coeur d'Alene ("**City**").

RECITALS AND ACKNOWLEDGMENTS

A. Tate owns two parcels of real property currently located in Kootenai County, Idaho and outside the boundaries of the City. The parcels are identified as Parcel # 0-2089-001-001-0 and Parcel # 0-2089-001-002-0 and are more particularly described on the attached Exhibit "A" (the "Tate Parcels").

B. In February 1989, Tate's father, Harold Tate, entered into an agreement with Low Investments, Inc. ("Low Investments"), the developer of an area now within the boundaries of the City known as "Armstrong Park" (the "1989 Agreement"). Pursuant to the 1989 Agreement, Low Investments was given the right to expand a road traversing Tate's property, now known as E. Potlatch Hill Road and E. Sky Harbor Drive, in order to provide access to the Armstrong Park development. In exchange, Low Investments agreed to install a water main from Armstrong Park to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, to install a fire hydrant at that intersection, to stub a water line to the north side of the roads, to provide the Tate Parcels with one prepared water hookup, and to allow an additional twenty-nine (29) water hookups for the Tate Parcels at some point in the future.

C. In April 1989, Harold Tate granted a Road Easement, recorded as Instrument No. 1151626 Records of Kootenai County, Idaho ("Instrument No. 1151626"), to Gary Low Investments, Inc., for road and utility purposes.

D. In September 2006, Development Concepts, Inc., Gary and Margaret Low, Gary Low Investments, Inc., and the Armstrong Park Homeowners Association entered into an Agreement for the Sale of Armstrong Park Water Company of Development Concepts, Inc., with the City. At that time, the Armstrong Park Water Company provided water for residential uses to some residents of Coeur d'Alene Idaho, who live in the subdivisions known as Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition.

E. Also in September 2006, Gary and Margaret Low, Development Concepts, Inc., and Gary Low Investments, Inc., quitclaimed to the City all of their right, title, and interest in and to the Road Easement granted by Instrument No. 1151626.

F. In October 2006, the Armstrong Park Homeowners Association entered into an Agreement for Transfer of Armstrong Park Water System with the City.

G. The water main from Armstrong Park to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, the fire hydrant at the intersection, and the water line stub, were never installed by Low Investments, Inc.

H. Tate contends that the City, by purchasing the Armstrong Park Water System and/or the Armstrong Park Water Company, became obligated to fulfill the obligations of Low Investments, Inc., under the 1989 Agreement with Harold Tate.

I. The City denies that it is bound to fulfill the obligations of Low Investments, Inc., under the 1989 Agreement with Harold Tate because it purchased only the water system, including infrastructure, which served Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition.

TERMS

In consideration for the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Acknowledgments.** The Recitals and Acknowledgments set forth above are material and are incorporated herein.

2. **Waiver of Remaining Claims by Tate.** Provided that the City fully and completely satisfies its obligations under Paragraph 7 hereof, Tate forever waives, for herself and her heirs, assigns, and successors, any remaining claims, known or unknown, she may have against the City arising under, from, or as a result of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.

3. **Right to Cure Upon Breach.** Upon breach of this Agreement, the non-breaching party shall give the breaching party written notice of the breach, including such detail as may be sufficient to allow the breaching party a reasonable opportunity to cure. If the breaching party fails to cure, or fails to take reasonable steps to cure, such breach within ten (10) days after written notice is mailed, postage prepaid, certified mail return receipt requested, to the address listed in paragraph 4, the non-breaching party may, at its option, either enforce this Agreement or declare this Agreement terminated and pursue any legal remedies which may be available. In any litigation brought for breach of this Agreement, costs and/or attorney fees may be awarded to the prevailing party as provided by law.

4. **Notices.** Unless otherwise provided by this Agreement, all notices or demands by any party relating to this Agreement shall be in writing and either personally served or sent by regular U.S. Mail, postage prepaid, to:

If to Tate: Virginia L. Tate
4176 E. Potlatch Hill Road
Coeur d'Alene, ID 83814

If to the City: The City of Coeur d'Alene
Attn: City Clerk
710 E. Mullan Avenue

Any party may change the address at which they are to receive notice hereunder by providing written notice to the other.

5. **Final Expression of Agreement.** This Agreement is the final expression of all of the parties' agreements regarding the Tate Parcels, and it supersedes all prior or contemporaneous negotiations, understandings, and agreements between the parties, whether oral or written. Any prior oral promises, representations, waivers, and courses of conduct cannot be relied upon by either party and are of no further effect.

6. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with the other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to all parties. Facsimile or electronic transmission of any signed original of this Agreement, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original and shall be binding upon the parties.

7. **City Obligations.** The City hereby agrees to the following:

a. At its sole cost, the City shall extend a water main line to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, and install two (2) hydrants at a location to be determined by mutual agreement of Tate and the Coeur d'Alene City Fire Department. The City shall complete the extension and installation in two phases: (1) in 2019, the water main line shall be extended to the east corner of the proposed lot at the easterly boundary of Tate Parcel # 0-2089-001-002-0 lying north of E. Sky Harbor Drive ("Proposed Lot 6"); and (2) in 2020, the water main shall be extended to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive and the two fire hydrants shall be installed;

b. The City shall waive the annexation fee for proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive;

c. The City shall install a sewer stub to and install a water meter for Proposed Lot 6 without cost to Tate;

d. The City shall draft the Annexation Agreement and other documents necessary to complete the annexation of the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive without cost to Tate;

e. The City shall waive its water extension rules, *i.e.*, its "to-and-through" policy, with respect to proposed Lots 3 and 4 as approximately depicted on attached Exhibit "B";

f. The City shall complete fuel reduction clean-up on parcels covered by a grant to the City Fire Department for that purpose at the later of spring of 2019 or if and when grant money for the project is received;

h. The City shall support Tate's request to Eastside Highway District to bring ~~E. Potlatch Hill Road and E. Sky Harbor Drive~~ up to City standards, but shall not be obligated to contribute funds for said project; and

i. The City acknowledges its current "good neighbor policy" with respect to providing water service, but does not warrant that the policy might be changed by the City Council in the future. The policy in effect at the time water service is requested will be applicable.

8. **Tate Obligations.** Tate hereby agrees to the following:

a. Tate will pay any and all fees, including utility cap fees and applicable impact fees, which are generally required by the City, with the exception of the annexation fee for the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive;

b. Tate will pay for any utility laterals;

c. Tate acknowledges and reaffirms the Road Easement, Instrument No. 1151626, in favor of the City for those portions of E. Potlatch Hill Road and E. Sky Harbor Drive which lie within the boundaries of her parcel, and shall not attempt to vacate or otherwise withdraw the easement without the City's written consent, so long that the easement is used for road and/or utilities;

d. Tate shall grant such easements, temporary or permanent, and without charge, as may be necessary for the construction and maintenance of the water main to be extended pursuant to this Agreement;

e. Tate will hold harmless, defend, and indemnify the City from any claims brought for, by, or through her, arising out of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.; and

f. Tate will promptly apply for, and carry through to completion, the annexation into the City of the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive.

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

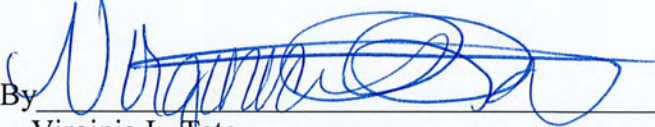
10. **Amendments.** Changes or amendments to this Agreement shall not be effective unless in a writing signed by both parties lawfully adopted by the City Council.

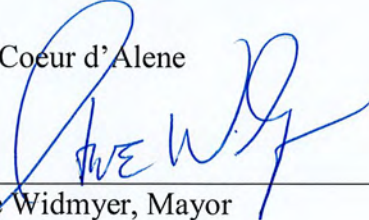
11. **Venue and Choice of Laws.** Any legal action to enforce or interpret the terms of this Agreement shall be brought in the District Court of the First Judicial District of the State of Idaho in and for the County of Kootenai. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho.

12. **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, and assigns of the parties hereto, and each of them, and shall survive the completion of annexation and any construction.

14. **Time of the Essence.** Time is of the essence with respect to the terms of this Agreement.

By 
Virginia L. Tate

City of Coeur d'Alene
By 
Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15 day of April, 2019, before me, a Notary Public, personally appeared ~~Virginia L. Tate~~, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Coeur, ID
My Commission expires: Jan 19th, 2025

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of April, 2019, before me, a Notary Public, personally appeared Steve Widmyer and Renata McLeod, the Mayor and City Clerk of the City of Coeur d'Alene respectively, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they 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.



[Signature]
Notary Public for Idaho
Residing at Spirt + Lake
My Commission expires: 10-30-21

Exhibit A

Legal Description of the Tate Parcels

Parcel # 0-2089-001-001-0

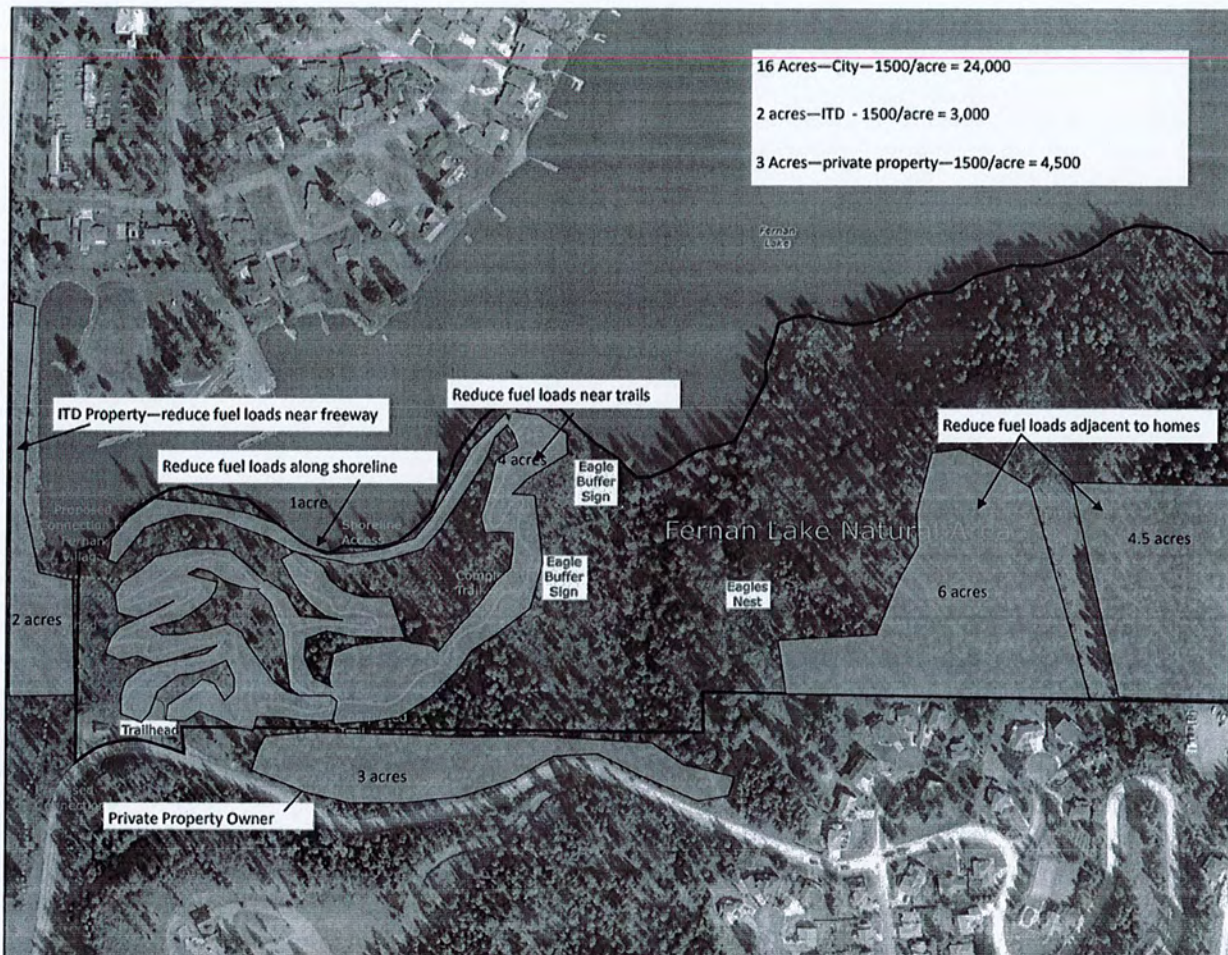
Lot 1, Block 1, Elk Point, according to the plat thereof, filed in Book I of Plats at page(s) 273, records of Kootenai County, Idaho.

Parcel # 0-2089-001-002-0

Lot 2, Block 1, Elk Point, according to the plat thereof, filed in Book I of Plats at page(s) 273, records of Kootenai County, Idaho.

Exhibit C

Fernan Site Fuel Reduction Map



Trail of Broken Promises

Real Property: 4176 E Potlatch Hill Road, Coeur d'Alene, ID 83814

Purchased from Rutledge Sawmill & homesteaded in 1910
pursuant to the Railroad Act of 1864:

Family Tree:

May (William) Graf Tate (deceased), her parents homesteaded the property.

Harold Tate (Deceased) – son of May Graf Tate

Ralph Tate (Deceased) – son of May Graf Tate, brother to Harold – does not own
property impacted by road easement.

Virginia Tate – Daughter of Harold Tate

Stephen, Jeffrey, Matthew Petroskie – sons of Virginia Tate

Background:

1. City needed to expand housing, Gary Low designed Armstrong Park Housing Development starting in late 1970s and commencing in late 1980's.
 2. After achieving planning approval by the City, Armstrong Park was annexed into the City.
 3. It was discovered that the access road was not buildable as designed.
 4. Tate Family approached for road easement.
 5. Tate Family exchanged Water & Sewer Hook Ups in exchange for road access to the recently annexed City housing development.
 6. The Tate Family does not, did not and never had any investment in Armstrong Park, contrary to popular city accusations/assumptions. The Tate's have no familial or professional relationship with Gary Low or Mr. Armstrong.
- Ongoing issue since contract was signed between Gray Low and Harold Tate in 1989 during the construction of Armstrong Park.

- Gary Low needed a right of way/easement to access the development when it was determined that the originally approved road/access was not feasible, Ron Edinger stepped in to suggest that the Tate's allow access in exchange for city services.
- Among many contracted items Harold was owed, the main issue is water and sewer access. A rough development plan for the Tate property was proposed by Harold Tate as the bifurcation devalued our property.
- During construction, Ron Edinger (City of CDA) ordered that Jim Coleman (JUB Engineer) "forget" to draw (and not install) Harold Tate's water main (per Tate Contract), along with the guaranteed water connections. Ron Edinger evidently did not like that Ralph (Harold's Brother) would not annex to the city and pay the city Taxes at that time. This cover up wasn't discovered until 2018. "Edinger made me do it" was the exact quote.
 - For reference, Ralph Tate's 20 acres were not adjacent to the road easement and why this was a sticking point for the Edingers is not known.
- In 1955 Eastside Highway District acquired the road now known as Potlatch Hill Road from my grandparents, May & William Graf.
- For reference the "Tate Road" runs from my NW property corner most easily identified where the Fernan Lake Natural Park trail head is located, up the hill, turning south at the hairpin corner through the Tate/Graf properties with the intent to extend the road with secondary ingress/egress approximately where the Silver Beach marina parking lot is today. This is important as Eastside Highway District plays a major part in the land planning issues today.
- An agreement was struck between the Edinger brothers, Councilman Ron Edinger, and brother Dick Edinger at Eastside Highway District. This agreement took the paved portion of Potlatch Hill Road into the city.
- The City of CDA, City Citizens and Armstrong Park benefitted from this easement for over 35 years.
- Harold deeded the property (which encompassed the Easement) to his daughter Virginia (Ginny) in the late 1990's. Harold Tate regularly contacted the City regarding the missing hydrant. Said hydrant should have been installed on the corner of Potlatch Hill Road (dirt) and Sky Harbor. There is voluminous correspondence between Harold Tate and both the City and Eastside Highway District regarding the failure to cure the contract defaults.
- Since 1995 Ginny Tate has approached the City regarding the water issue, beginning with John Austin and Councilman Ron Edinger, through each and every administrator and planner since that time. This is not an unknown issue.

- Ginny built her house in 2001 having successfully navigated several roadblocks during construction, including City and County Officials. Kootenai Fire required her to install a water cistern, and a roundabout driveway. No other person on the hill faced this requirement. Homes approved and built after Ginny's have not had this requirement. Tate had a cistern with a hydrant and driveway that turns emergency vehicle, so the county passed on anyone else needing to do so.
- Eastside Highway District then required Ginny to survey in a new wider right of way in the short plat process circa 1995-2000.
- Previously provided to the City is the 1955 agreement between the Tate/Graf family and Eastside Highway showing that Eastside has the legal requirement to keep the road to code and that they own the road.
- To refresh, the Highway District needed to connect Potlatch Hill Rd to Silver Beach. This was never constructed and Eastside failed to bring the road, including the intersection to code. Eastside turned over the paved road to in the Armstrong Park annexation process. To this day, Eastside does the bare minimum maintenance on the unimproved portion of roadbed. It is sinking, deteriorating, and not up to code. In a direct quote of both current and former Directors of Highways for Eastside, "When someone dies, we will fix the road."
- Harold Tate, Ginny Tate, Steve Petroskie attended numerous meetings with Eastside and there are over 450 pages of correspondence/public records regarding their failure to bring the road to code.
- 2018, Ginny's son Steve approached her asking for land to build a family home on. Ginny knew that the Easement contract guaranteed water connections. Steve and Ginny approached the City for Water (again).
- Troy Tymeson (City Administrator) said Ginny and Steve needed to go to each Department to annex Ginny's north 4 acres into the city and cure the incomplete road easement.
- Note: We did not need to annex per the contract to gain access to water as that was already there by contract. In the spirit of win-win we agreed to do this.
- During this period, the Fire Smart program was open for application. Ginny Tate applied to place her 20 acres into the program. The county explained that her north 4 acres had been included as part of the city's application written by Bobby Gonder (now retired from CDA Fire Dept).
- The city never approached us for the access needed through us and never, in fact, informed us they had included Tate property in their application. This becomes an important point later.

- Terry Pickel (City Water Master) refused to allow our connection explaining that the water main that was supposed to be installed was not there. Terry was again provided with the Tate contract.
- Ginny and Steve visited Mike Becker in Wastewater. Mike showed the TV'd sewer line and connections. All sewer connections were built to Harold's request. Mike confirmed that the water main (low pressure) wasn't installed where plans called for it. Ginny and Steve explained that the sewer laterals were installed as part of the 1989 easement agreement. Mike said he didn't need the contract but would reach out to JUB to grill them about stamping plans as complete when that were not built correctly.
- Ginny Tate and Steve Petroskie contacted City Fire Marshall Bobby Gonder regarding a resolution for the missing hydrant. Your employee refused meetings. In fact, Mr. Gonder stated that City Administration told him to refuse to meet with Ginny Tate.
- Bobby took away Ginny's ability to claim her 4 acres during the Fernan Natural Lake Natural Area Fuel Reduction project by claiming it for the city grant. Troy Tymeson confirmed this.
- Ginny Tate's Fire Smart program started on her acreage located on the south side of Potlatch Hill Road. After starting the program, the county grant administrator discovered the north 4 acres had been claimed by the city and the city withdrew the 4 acres from the project immediately after the settlement agreement. The administrator could not cure the issue as application period had closed.
- The City's incorrect actions cost the Tate's over \$40K to finish the project, a claim that has not been resolved as of today.
- Ginny and Steve returned to Troy to present the findings/solutions for all of these issues. Troy Tymeson & Randy Adams (City Attorney) explained that the city wasn't responsible for what Gary did, but the city was able to retain the easement in using the road.
- Several unsuccessful meetings with the city were held. Ginny and Steve hired an attorney, tracked down all parties related to the Armstrong Park Development (including Gary Low), paid over \$600 to search the City of CDA files (in which double confirmation of the City staff trying to "invalidate the Low/Tate Agreement exists) but still the city wanted the road access. City emails clearly outline turmoil among the Departments.
- A settlement agreement was reached to cure the imperfect easement and annex the north 4 acres of Ginny's property into the city, once again, in exchange for a previously granted water/sewer access. Ginny didn't ask for money, but to annex

the 4 acres, to dedicate the road to the public, and Steve's water connection, sewer stub, fire hydrant, and for Ginny's water connection. Randy rephrased Ginny's connection as a Good Neighbor hookup.

- Bobby Gonder failed to attend scheduled on-site hydrant placing meetings per the settlement agreement. Ginny and Steve requested Kootenai Fire Jeryl Archer to assist as the City Fire Dept refused to respond. Ginny and Steve are not Fire Fighters or fire code experts – we needed help and the city failed to show. Jeryl has confirmed that the dirt road isn't up to code. He did not call out City of CDA since it wasn't his jurisdiction, concurred with our frustration with the lack of involvement from City Fire.
- Ginny installed the western most fire hydrant per the settlement/annexation agreement EXACTLY as Terry Pickel specifications. Terry picked the engineer and worked directly with them. Two weeks post completion and approval of installation as designed, Terry required a \$26,000+ pump change for no reason. Installation contractors overheard city employees saying that this was to, "Stick it to the Tate's. The original pump could not be returned.
- Several years later, and again with the guidance of Terry Pickel. Ginny had Meckel Engineering survey the unimproved portion of Potlatch Hill Road, required we hire Eric Olson to draw/design a water main up the dirt road to Ginny's property.
 - This included fire hydrants, and her water connection. Terry Pickel himself took elevation measurements to check feasibility of the pipe extending to the end of the dirt road to ensure future water connections to other residents. Money was raised, money spent, and plans presented to Troy. He said no, and that the Good Neighbor connection for Ginny no longer applied. She needed to annex. However, Ginny could not annex as Ginny does not own the dirt road. Ginny's property abuts the city on her North, west and east property lines, but apparently this is not good enough.
- Mr. Pickel would not allow this as well, which constituted one of many 100% turnarounds from previous statements/agreements.
- Ginny has been trucking in water since 2005 when the housing boom resulted in a lower water table. Her well could not sustain more than 1 gallon per minute from April through October. With so many wells punched in around her, several neighboring wells are below lake level with truly little luck sustaining water in the summer. During this time, the Tate family acquired a fully licensed water truck and two of Ginny's sons acquired CDL licenses. This was necessary as Dick Standish retired and no longer delivered water.

- Ginny reached out to Troy again, in 2023 to connect to the city. Troy refused but acknowledged there wasn't an easy fix.
- Kyle Marine stepped in when Terry retired. Recognizing trucking of water, i.e., the continuous use of a fully loaded water truck running up and down the hill constantly wasn't sustainable. Troy and Kyle granted a temporary water connection via a fire hydrant Ginny paid for during the settlement agreement. The Tate Family submitted plans, showing the extreme hillside dig, and process to tie into the forementioned cistern. Ginny spent more than \$100,000 for contracting and engineering costs to dig and install this service. Closer to winter, Ginny asked to make the connection permanent as need/use was demonstrated. Troy refused and told her to disconnect. Leaving Ginny without a steady water source. Ginny had been required to retire/abandon her well to hook up due to backflow issues.
- 2025 winter wasn't cold and the Water Department's requirement for a cement blanket kept the hydrant from freezing. However, this is the Tate's only water source.
- A formal inquiry request was made by Ginny to city council to investigate the unending finger pointing, running around and mismanagement of this issue.
- Mayor Gookin set a meeting to finish the almost 40-year issue. Troy said Ginny must annex, improve the road, and install the water main up the road. City Fire asked for the previous Hydrants and main mentioned. Bobby was brought up. The money was already spent on the hillside dig. This is an example of several City Employees saying one thing, then changing their minds after money and time was already committed.
- Ginny's circumstance is the perfect example of a Good Neighbor Water Policy or annexation exception needing a unique provision/exception added. This set of circumstances can never be recreated.
- All the original parties to this "comedy" are deceased but the rest of us are bound and impacted by the decisions and actions of others.
- All options have been exhausted. The Tate's have spent hundreds of thousands of dollars per City staff direction only to have the rules changed when reaching the finish line. We were prepared to expend \$250,000 to bring a water main up the road however now that same item is between \$500,00 - \$1,000,000. The city had us design and pay for planning in full knowledge they would turn us down. You need only do a public records request to find that information.
- Ginny and her Family request this issue be resolved. We allowed road access in exchange for water and sewer. Regardless of how the city acquired Armstrong Parks water system, the city was there to ask for our road easement. The city was fully

aware that the water system was not built per plans. They City cannot state they were unaware of what utilities laid in their road right of way as they took the road into the City during the annexation of Armstrong Park.

ACTION REQUESTED:

- We need an annexation with the memo of understanding that Eastside as owner of the road is responsible for its deplorable condition. You simply cannot hold the Tate's responsible for a public entity failure to do its job SINCE 1955.

OR

- Allow a good neighbor agreement that allows completion of the water (sewer) hook-ups we were promised in exchange for access to Armstrong Park. The Trail of Broken Promises ended.

RESOLUTION NO. 26-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT WITH VIRGINIA L. TATE FOR THE PROVISION OF WATER SERVICE OUTSIDE THE CITY LIMITS AT 4176 E. POTLATCH HILL ROAD AND FUTURE ANNEXATION.

WHEREAS, the City Council of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with Virginia L. Tate for the provision of water service outside the City limits at 4176 E. Potlatch Hill Road and future annexation, pursuant to terms and conditions set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement with Virginia L. Tate for the provision of water service outside the City limits at 4176 E. Potlatch Hill Road and future annexation, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

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 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.



June 2, 2026

Virginia L. Tate
4176 E. Potlatch Hill Rd.
Coeur d'Alene, ID 83814

Dear Ms. Tate:

The purpose of this agreement between Virginia L. Tate (“Tate”) and the City of Coeur d'Alene (“City”) is to establish the terms regarding provision of City water to, property with the address of 4176 E. Potlatch Hill Rd., and the legal description of Lot 1, Block 1, Elk Point, and consent to future annexation. The parties agree as follows:

A. City Water

1. Due to challenges with the existing condition of surrounding roadways and the lack of fire protection infrastructure and access that meets the City’s needs and code requirements, this property is eligible for water service under the City’s Policy 17.001, Water Service Outside City Limits.
2. As such, the City will allow Tate one (1) domestic water service, no greater than two-inch (2”), and one (1) irrigation service connections to the City water main in E. Potlatch Hill Rd., the locations as approved by the City;
3. Tate will be solely responsible for all the costs of the connection and all applicable fees and infrastructure;
4. The contractor selected for this work is required to install the new service in accordance with City standard drawings for both the service connection and backflow assembly. The contractor must also notify the Water Department at least 48 hours in advance of the scheduled installation;
5. All capitalization fees must be paid in full for the requested connection size prior to making a connection to the City water system; The City agrees to use the 2025 rates for the water capitalization fees, which total \$34,773.00, a savings of \$17,189.00 compared to the 2026 fees.
6. An appropriate backflow prevention assembly must be installed immediately downstream of the water meter;
7. Tate agrees to pay, as applicable, the current hookup fees, asphalt patching fees, and any actual additional costs incurred for rock excavation or special construction/stabilization requirements necessary to connect to the existing Utility System in accordance with the ordinances, rules and regulations established by the City for such connections. Tate further agrees to pay, in a timely manner, all monthly water fees assessed.

B. Annexation

Tate agrees to request annexation of her real property at the time any property adjacent to 4176 E. Potlatch Hill Road is annexed into the City and is required to extend water system infrastructure in E. Potlatch Hill Road, or if the City's water infrastructure is otherwise extended down E. Potlatch Hill Road. Tate shall be subject to all procedures and applicable fees at the time of the annexation request. In addition, Tate and the City agree to negotiate in good faith all the terms and conditions to be included in an annexation agreement which both parties shall execute. Tate agrees to comply with all City policies, Codes, and regulations in effect at the time of annexation.

C. Other Terms

1. All water infrastructure must be completed and inspected, this Agreement must be signed, and all applicable fees paid before the City will turn on water service to the property.
2. Per the City's Policy 17.001, Water Service Outside City Limits, Tate agrees and fully acknowledges that the City is under no obligation to provide water service to her and that, if such service is allowed, the City may place such conditions, limitations, and other restrictions as it sees fit upon the service.
3. Extension of water service is only for the subject property. The City does not agree to provide water service to any additional parcels under this Agreement.
4. Tate agrees and fully acknowledges that, due to the elevation of the Property, the City may be unable to provide a minimum pressure of 40 psi at the meter as provided by IDAPA § 58.01.08.552(b)(v). Tate hereby waives the City's compliance with the minimum pressure provision noted above and further waive any claim against the City, in law or equity, pertaining thereto. In addition, Tate acknowledges that a private booster pump may be needed to attain a minimum pressure of 40 psi, which pump shall be the sole responsibility of Tate.
5. Tate agrees to obtain all permits and easements required to connect to the existing City Utility System and submit a copy of such to the City prior to beginning construction thereof.
6. Tate agrees to conform to all applicable sections of the Coeur d'Alene City Code and policies pertaining to Utility service, together with any rules and regulations for the administration of such Code and policies. Tate acknowledges she has reviewed the provisions of the ordinances, rules and regulations of the City and fully understands the requirements she must meet.
7. Upon annexation, Tate agrees to convey, in writing and without cost to the City, all water rights attached to the Property which is the subject of this Agreement.
8. Tate agrees that this Good Neighbor Agreement upon acceptance by the City, shall bind and become obligatory upon its heirs, successors, representatives and assigns forever. This document will be recorded and shall become an addendum to the deed of the property.

9. Tate agrees and fully acknowledges that the City is under no obligation to annex the Property into the corporate limits.
10. If Tate opposes annexation in the future and does not comply with other performance requirements outlined in this agreement, the City may, in its sole discretion, terminate water service, and the capitalization fee and any other fees incurred pursuant to this agreement will not be refunded.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene, and the Owners of the Property have executed this Agreement the day and year first above written.

SIGNED AND DATED this 2nd, day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SIGNED AND DATED this ____ day of _____, 2026.

Virginia L. Tate

**CITY COUNCIL
STAFF REPORT**

DATE: June 2, 2026
FROM: Randy Adams, City Attorney
SUBJECT: Solid Waste Services Contract Amendment No. 6

DECISION POINT: Should Council approve Amendment No. 6 to the Solid Waste Services Contract with Allied Waste Services of North America, LLC?

HISTORY: The Solid Waste Services Contract (hereinafter “Contract”) with Allied Waste Services of North America, LLC, a part of Republic Services, Inc., (hereinafter “Republic”) was effective July 1, 2016, and has been amended five times since. On October 15, 2024, the City approved the assignment of the Contract from Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Service, to Republic, and approved two three-year extensions to the Contract, which will now expire on June 30, 2032. This year, in the face of rapidly increasing fuel costs, Republic requested an amendment to the Contract which would provide for an annual fuel cost rate adjustment, based on the previous year’s (June through May) average diesel fuel rate, as determined by the U.S. Energy Information Administration. An adjustment would be made beginning on July 1 if the average diesel fuel cost exceeded \$3.25 in the previous one year period, at the rate of 1% for every \$0.25 over the \$3.25 base rate. The adjustment would expire each year and have to be recalculated. If the average diesel fuel cost does not exceed \$3.35 in the previous one year period, there would be no adjustment for the following year.

FINANCIAL ANALYSIS: The average diesel fuel cost between July 1, 2025, and May 2026, appears to have been \$4.03 per gallon. The lowest price during that period was \$3.19 and the highest price was \$5.41. This means that the fuel cost adjustment for the contract year 2026 to 2027 would be approximately 3% (currently data is missing for June 2026). This adjustment will affect the cost to the City for Solid Waste Collection Services, but not to the customers. Any increase in rates to the customers would have to be separately approved by Council as a fee adjustment.

PERFORMANCE ANALYSIS: The Amendment No. 6 is an attempt to establish a fair and reasonable contract rate for Republic during times when fuel prices exceed what was expected. Fuel rate adjustments are already made under contracts Republic has with Post Falls and other cities.

DECISION POINT/RECOMMENDATION: Council should consider approval of Amendment No. 6 to the Contract with Republic for solid waste collection, and authorize the Mayor to sign the Amendment.

RESOLUTION NO. 26-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 6 TO THE SOLID WASTE COLLECTION CONTRACT WITH REPUBLIC SERVICES, INC.

WHEREAS, on April 19, 2016, the City entered into a Solid Waste Services Contract (the "Contract") with Northern State Pak, LLC, d/b/a Coeur d'Alene Garbage Service, for the purpose of providing solid waste collection and recycling for residents of the City, and the Contract was amended on July 17, 2018, June 4, 2019, August 4, 2020, July 20, 2021, and May 7, 2024; and

WHEREAS, on October 15, 2024, the City approved the assignment of the Contract by Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, to Allied Waste Services of North America, LLC, (Republic Services, Inc.) and approved two three-year extensions to the Contract, which will now expire on June 30, 2032; and

WHEREAS, the City and Republic have met to discuss the impact of rising fuel costs on the provision of services under the Contract; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 6 to address the rising fuel costs in a reasonable and fair manner.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Amendment No. 6 to the Contract with Republic Services, Inc., pursuant to the terms and conditions of the Amendment attached hereto as Exhibit "1" and by this reference incorporated herein.

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

DATED this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER SHECKLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

**AMENDMENT NO. 6
TO
SOLID WASTE SERVICES CONTRACT**

This Amendment No. 6 to the Solid Waste Services Contract (hereinafter referred to as the “Contract”) is entered into this 19th day of May, 2026, by the City of Coeur d’Alene, 710 E. Mullan Rd., Coeur d’Alene, Idaho, hereinafter referred to as the “City,” and Allied Waste Services of North America, LLC, a part of Republic Services, Inc., hereinafter referred to as the “Contractor.” The City and the Contractor are hereinafter jointly referred to as the “Parties.”

WHEREAS, on April 19, 2016, the City entered into the Contract for the purpose of providing solid waste collection and recycling for residents of the City with Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Service, which Contract was amended on July 17, 2018, June 4, 2019, August 4, 2020, July 20, 2021, and May 7, 2024; and

WHEREAS, on October 15, 2024, the City approved the assignment of the Contract by Northern State PAK, LLC, d/b/a Coeur d’Alene Garbage Service, to Allied Waste Services of North America, LLC, and approved two three-year extensions to the Contract, which will now expire on June 30, 2032; and

WHEREAS, the Parties have met to discuss the impact of rising fuel costs on the provision of services under the Contract; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 6 to address the rising fuel costs in a reasonable and fair manner.

NOW, THEREFORE, the Parties agree to Amendment No. 6 of the Contract as follows:

1. A new Paragraph 4.4.2, Fuel Surcharge, shall be added to the Contract as follows:

4.4.2 Fuel Surcharge: In addition, to the payment modification calculation as outlined in section 4.4 above, an annual fuel cost rate modifier shall apply as outlined below.

The annual fuel cost rate adjustment shall be determined after May 31 of each year, to be effective on July 1. First, using the U.S. Energy Information Administration data currently found at <https://www.eia.gov/petroleum/gasdiesel/>, the average U.S. On-Highway Diesel Fuel Price – Rocky Mountain Region over the preceding period of June through May will be calculated. For example, to determine the average diesel fuel price for purposes of the adjustment beginning on July 1, 2026, the fuel price data used would be from June 1, 2025, to May 31, 2026.

If the average diesel fuel cost in the preceding period exceeded Three and 25/100 Dollars (\$3.25) per gallon, an increase of one percent (1%) per each 25/100 Dollars (\$0.25) over Three and 25/100 Dollars (\$3.25) will be added as the annual fuel cost rate adjustment. Any such increase shall expire on June 30 of each year and must

be recalculated as described above. If the average diesel fuel cost does not exceed Three and 25/100 Dollars (\$3.25) in the applicable period, there will be no annual diesel fuel cost rate adjustment for that fiscal year.

The parties understand that the annual diesel fuel rate adjustment may cause the annual price adjustment to exceed the cap of 2.75% set out in paragraph 4.4.

2. In all other respects, the Contract, and Amendment Nos. 1, 2, 3, 4, and 5 thereto, shall remain in full force and effect.

DATED this 6th day of June, 2026.

CITY OF COEUR D'ALENE

ALLIED WASTE SERVICES

Daniel K. Gookin, Mayor

_____(printed name)

_____(printed title)

ATTEST:

Renata McLeod, City Clerk

PUBLIC HEARINGS

CITY COUNCIL COMMITTEE STAFF REPORT

DATE: June 2, 2026
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-26-02, Vacation of a portion of alley right-of-way, the 6' strip adjoining the east boundary line of Tax Number 25369, a portion of the South ½ of Lot 2, Block A, and Lot 3, Block A, Sanders Addition to Coeur d'Alene.**

DECISION POINT

The applicants, Joseph E. Morris & Lynn J. Morris and Matt & Mary Weigand, are requesting the vacation of alley right-of-way that adjoins the east boundary line of their property on 11st Street (304 & 312 11st Street).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Sanders Addition plat in 1890.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 485 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the landowner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 6' foot strip of land to improve property usability. The property to the north (Lot 1 & the North ½ of Lot 2), was vacated by council in 2018. The Wastewater Department was contacted, regarding access to the sewer main in the alley, and gave approval for this vacation request. All franchise utility easements will remain in place. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicants, Joseph E. Morris & Lynn J. Morris and Matt & Mary Weigand.

oriani



Lakeside
Massage

E MULLAN AVE

S 11TH ST



AREA OF
VACATION
REQUEST

3D

RECORD OF SURVEY
 LOTS 1-3, BLOCK A, SANDERS ADDITION TO CDA
 N.E. 1/4, SECTION 24, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ No. _____
 At _____ minutes past _____ o'clock _____ M. Date: _____
 STATE OF IDAHO, COUNTY OF KOOTENAI
 AT THE REQUEST OF: MECKEL ENGINEERING & SURVEYING
 JENNIFER LOCKE (CLERK)
 Fee \$ _____ By _____ Deputy

MULLAN AVE.

BASIS OF BEARING

BASIS OF BEARING - NORTH 00°46'53" EAST, ALONG THE WEST LINE OF LOTS 1-3, OF SANDERS ADDITION TO COEUR D'ALENE, BETWEEN A FOUND 5/8 INCH DIAMETER IRON ROD, MKD PLS 5289, AT THE S.W. CORNER OF SAID LOT 3, AND A FOUND 5/8 INCH DIAMETER IRON ROD, MKD PLS 5289, AT THE N.W. CORNER OF SAID LOT 1, AS SHOWN HEREON.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED TO RECOVER OR REPLACE THE CORNER MONUMENTS OF THE S 1/2 OF LOT 2, AND LOT 3, BLOCK A, OF SANDERS ADDITION TO COEUR D'ALENE AND MONUMENT THE 6 FOOT BY 6 FOOT VACATED RIGHT OF WAY OF THE ALLEY WAY, EAST OF TAX NO. 25388 AND MONUMENT THE 6 FOOT BY 75 FOOT VACATED RIGHT OF WAY OF THE ALLEY WAY ALONG THE EAST LINES OF THE S 1/2 OF LOT 2 & LOT 3, AS SHOWN HEREON.

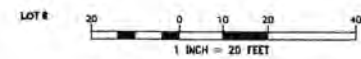
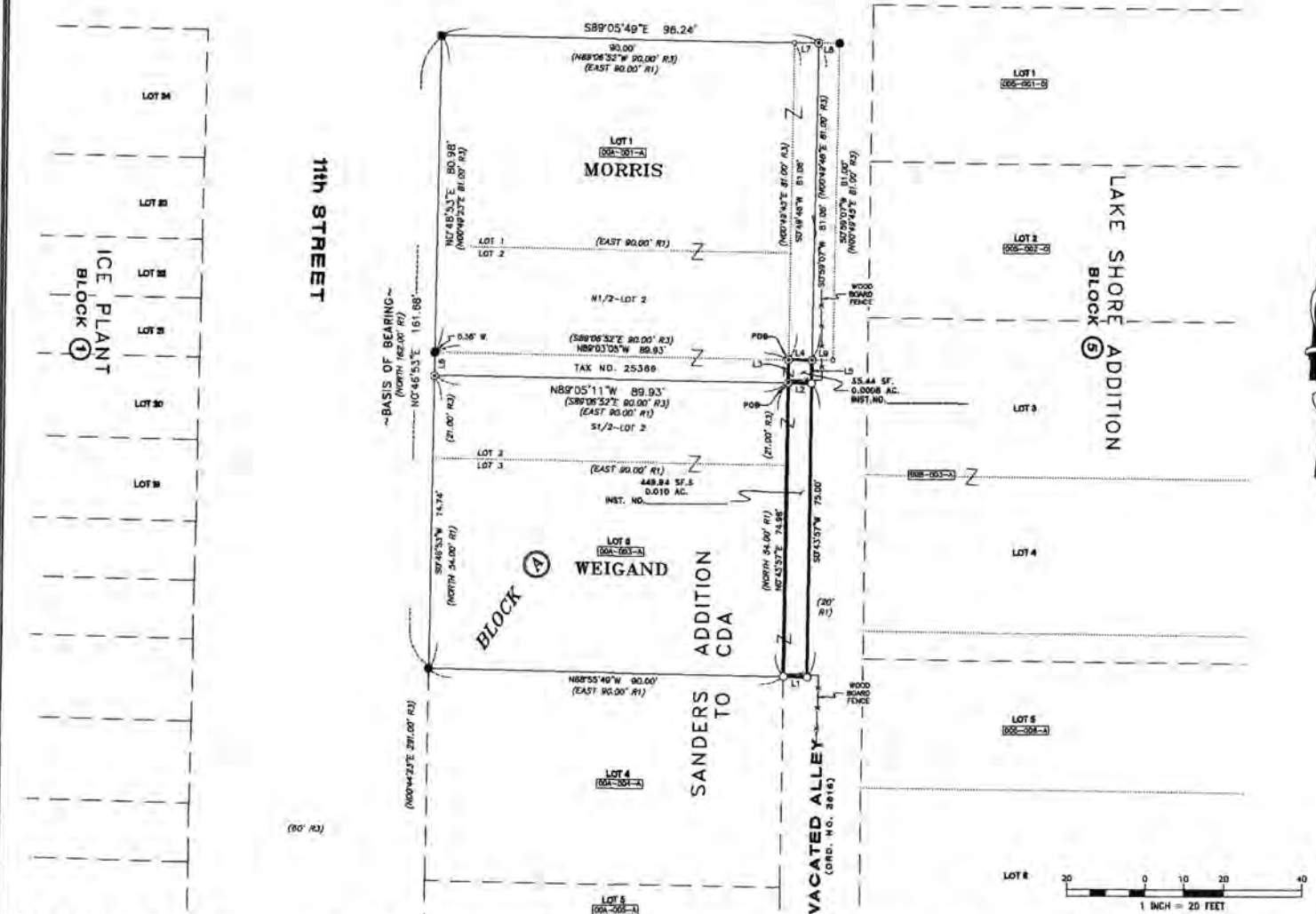
SURVEYS OF RECORD

- R1) BOOK A-DEEDS, PG. 145F JULY 1880 (SANDERS ADDITION TO COEUR D'ALENE)
- R2) E.L. GERRISH PLS _____ APRIL 1907 BK. B, PG. 12X (LAKE SHORE ADDITION TO COEUR D'ALENE)
- R3) R. HONSAKER PLS 5289 SEPT. 2018 BK. 30, PG. 28A

BOUNDARY LEGEND

- FD. AN IRON ROD, 5/8 IN. DIAM., WITH CAP, MKD. PLS 5289 EXCEPT AS NOTED.
- SET AN IRON ROD, 5/8 IN. DIAM., WITH PLASTIC CAP MKD. PLS 6374.
- ⊙ FD. AN IRON ROD 1/2 IN. DIAM., WITH CAP, MKD. PLS 5289 EXCEPT AS NOTED.
- CALCULATED POSITION (NOTHING FOUND OR SET)
- (RP) SURVEYS OF RECORD
- OTHERS AS NOTED

LINE TABLE		PER R3	
LINE #	BEARING DIST.	BEARING	DISTANCE
L1	S88°55'49"E 8.00	-----	-----
L2	S88°05'11"E 8.00	-----	-----
L3	N00°48'00"E 5.90	N00°41'27"E	6.00' R3)
L4	N89°03'00"W 6.02	S89°06'32"E	6.00' R3)
L5	N00°58'07"E 5.89	-----	-----
L6	S00°48'53"W 5.95	S00°44'23"W	6.00' R3)
L7	N89°05'49"W 8.24	N89°06'52"W	8.00' R3)
L8	N89°05'49"W 5.34	N89°06'52"W	5.57' R3)
L9	N89°44'26"W 5.34	S89°06'52"E	5.57' R3)



NOTE: THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY. ITEMS SUCH AS BUILDINGS, ROADS AND FENCES IF SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SCALE: 1" = 20'	DRAWN: ASG	JOB NO: 25088
DATE: JANUARY 14, 2026	CHECKED: SMR	DWG. FILE: MOR-25088-R05
		CREW: TB, DG, DB & BR



MECKEL ENGINEERING & SURVEYING
 7800 N. GOVERNMENT HWY., COEUR D'ALENE, IDAHO 83815 (208)867-4618

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR JOSEPH AND LYNN MORRIS.
 Scott M. Rasor
 PLS NO. 6374 DATE 01/14/2026



RECORD OF SURVEY
 LOTS 1-3, BLOCK A, SANDERS ADDITION TO CDA
 N.E. 1/4, SECTION 24, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

COUNCIL BILL NO. 26-1010
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF ALLEY RIGHT-OF-WAY IN BLOCK A OF SANDERS ADDITION TO COEUR D'ALENE, RECORDED IN BOOK J OF DEEDS AT PAGE 43F, RECORDS OF KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF COEUR D'ALENE, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

Legal descriptions and drawing, attached as Exhibits "A1 & A2" and "B"

be and the same is hereby vacated.

SECTION 2. That said vacated alley shall revert to the adjoining property owners to the west.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on June 2, 2026.

APPROVED by the Mayor this 2nd day of June, 2026.

Daniel K. Gookin, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-26-02, A PORTION OF ALLEY RIGHT-OF-WAY VACATION

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

Such alley is more particularly described as follows:

Attached Exhibits "A1 & A2" and "B" are on file in the City Clerk's Office.

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-26-02, a portion of alley right-of-way vacation and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

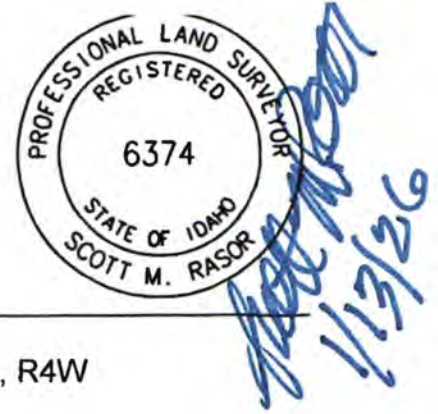
DATED this 2nd day of June, 2026.

Randall R. Adams, City Attorney



EXHIBIT 'A1'

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way, Suite 3
Dalton Gardens, ID 83815
208-667-4638
www.meckel.com



January 13, 2026

Sec. 24, T50N, R4W

MORRIS ALLEY VACATION LEGAL DESCRIPTION

A parcel of land being a portion of the platted Alley in Block A of Sanders Addition to Coeur d'Alene, according to the official Plat recorded in Book J of Deeds at Page 43F, situate in the Northeast Quarter of Section 24, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described, as follows:

Beginning at the Southeast corner of the North half of Lot 2, Block A of said Sanders Addition to Coeur d'Alene, monumented with an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5289, from which the Southwest corner of said North half of said Lot 2, Block A, monumented with an existing iron rod, 1/2 inch diameter with a plastic cap marked PLS 5289, bears North 89°03'05" West, a distance of 89.93 feet, as shown on Record of Survey recorded in Book 30 at Page 288;

thence South 89°03'00" East, a distance of 6.02 feet to an existing iron rod, 1/2 inch diameter with a plastic cap marked PLS 5289;

thence South 00°59'08" East, a distance of 5.89 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence North 89°05'11" West, a distance of 6.00 feet to an existing iron rod, 1/2 inch diameter with a plastic cap marked PLS 5289, at the Southeast corner of Tax Number 25369, as described in Deed recorded under Instrument Number 2670925;

thence along the East line of said Tax Number 25369, North 00°48'00" East, a distance of 5.90 feet to the Point of Beginning, containing 35 square feet of land, more or less.

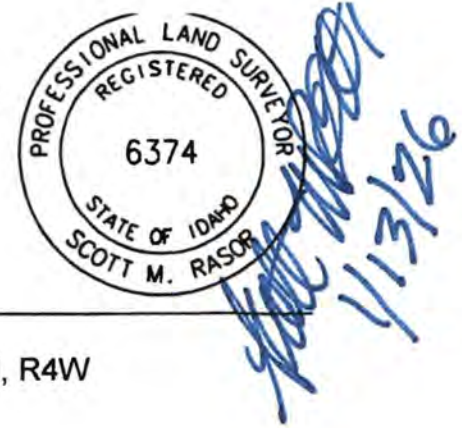
SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.



EXHIBIT 'A2'

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way, Suite 3
Dalton Gardens, ID 83815
208-667-4638
www.meckel.com



January 13, 2026

Sec. 24, T50N, R4W

WIEGAND ALLEY VACATION LEGAL DESCRIPTION

A parcel of land being a portion of the platted Alley in Block A of Sanders Addition to Coeur d'Alene, according to the official Plat recorded in Book J of Deeds at Page 43F, situate in the Northeast Quarter of Section 24, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described, as follows:

Commencing at the Southeast corner of the North half of Lot 2, Block A of said Sanders Addition to Coeur d'Alene, monumented with an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5289, from which the Southwest corner of said North half of said Lot 2, Block A, monumented with an existing iron rod, 1/2 inch diameter with a plastic cap marked PLS 5289, bears North 89°03'05" West, a distance of 89.93 feet, as shown on Record of Survey recorded in Book 30 at Page 288;

thence South 00°48'00" East, along the East line of Tax Number 25369, as described in Deed recorded under Instrument Number 2670925, a distance of 5.90 feet to an existing iron rod, 1/2 inch diameter with a plastic cap marked PLS 5289 at the Southeast corner of said Tax Number 52369, the Point of Beginning;

thence South 89°05'11" East, a distance of 6.00 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence South 00°43'57" West, a distance of 75.00 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence North 88°55'49" West, a distance of 6.00 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374 at the Southwest corner of Lot 3, Block A of said Sanders Addition to Coeur d'Alene;

thence along the East line of said Lot 3 and a portion of the South half of Lot 2, Block A, Sanders Addition to Coeur d'Alene, North 00°43'57" East, a distance of 74.98 feet to the Point of Beginning, containing 450 square feet of land, more or less.

SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

RECORD OF SURVEY
 LOTS 1-3, BLOCK A, SANDERS ADDITION TO CDA
 N.E. 1/4, SECTION 24, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ No. _____
 At _____ minutes past _____ o'clock _____ M. Date: _____
 STATE OF IDAHO, COUNTY OF KOOTENAI
 AT THE REQUEST OF: MECKEL ENGINEERING & SURVEYING
 JENNIFER LOCKE (CLERK)
 Fee \$ _____ By _____ Deputy

EXHIBIT 'B'

MULLAN AVE.

BASIS OF BEARING

BASIS OF BEARING - NORTH 00°48'53" EAST, ALONG THE WEST LINE OF LOTS 1-3, OF SANDERS ADDITION TO COEUR D'ALENE, BETWEEN A FOUND 5/8 INCH DIAMETER IRON ROD, MKD PLS 5289, AT THE S.W. CORNER OF SAID LOT 3, AND A FOUND 5/8 INCH DIAMETER IRON ROD, MKD PLS 5289, AT THE N.W. CORNER OF SAID LOT 1, AS SHOWN HEREON.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED TO RECOVER OR REPLACE THE CORNER MONUMENTS OF THE S 1/2 OF LOT 2, AND LOT 3, BLOCK A, OF SANDERS ADDITION TO COEUR D'ALENE AND MONUMENT THE 6 FOOT BY 6 FOOT VACATED RIGHT OF WAY OF THE ALLEY WAY, EAST OF TAX NO. 25388 AND MONUMENT THE 6 FOOT BY 75 FOOT VACATED RIGHT OF WAY OF THE ALLEY WAY ALONG THE EAST LINES OF THE S 1/2 OF LOT 2 & LOT 3, AS SHOWN HEREON.

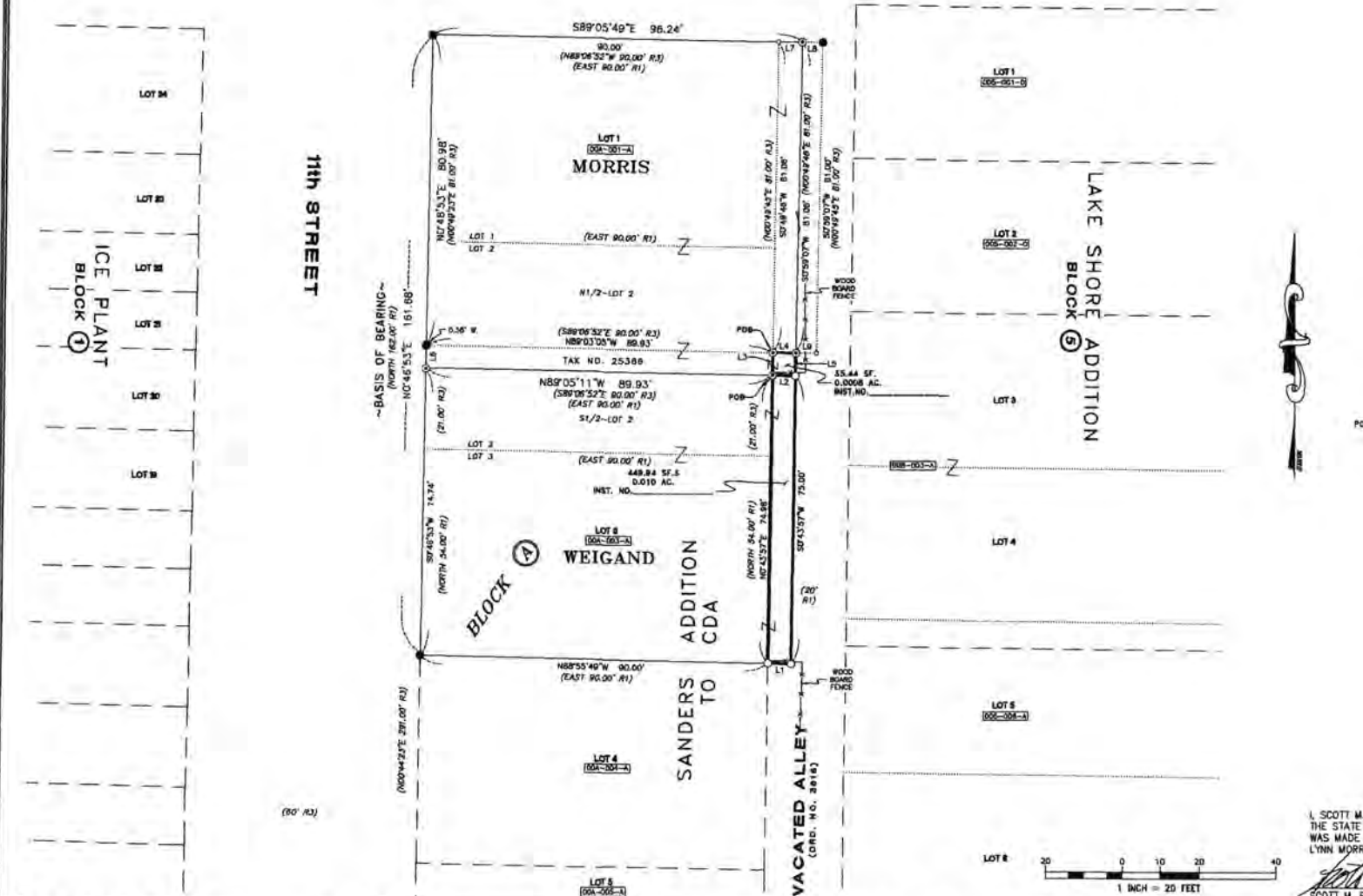
SURVEYS OF RECORD

- R1) BOOK A-DEEDS, PG. 145F JULY 1880 (SANDERS ADDITION TO COEUR D'ALENE)
- R2) E.L. GERRISH PLS _____ APRIL 1907 BK. B, PG. 12X (LAKE SHORE ADDITION TO COEUR D'ALENE)
- R3) R. HONSAKER PLS 5289 SEPT. 2018 BK. 30, PG. 28A

BOUNDARY LEGEND

- FD. AN IRON ROD, 5/8 IN. DIAM., WITH CAP, MKD. PLS 5289 EXCEPT AS NOTED.
- SET AN IRON ROD, 5/8 IN. DIAM., WITH PLASTIC CAP MKD. PLS 6374.
- ⊙ FD. AN IRON ROD 1/2 IN. DIAM., WITH CAP, MKD. PLS 5289 EXCEPT AS NOTED.
- CALCULATED POSITION (NOTHING FOUND OR SET)
- (RP) SURVEYS OF RECORD
- OTHERS AS NOTED

LINE TABLE		PER R3		
LINE #	BEARING	DIST.	BEARING	DISTANCE
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L2	S88°05'11"E	8.00	-----	-----
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L5	N00°58'07"E	5.89	-----	-----
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L7	N89°05'49"W	8.24	N89°06'52"W	8.00' R3)
L8	N89°05'48"W	5.34	N89°06'52"W	5.57' R3)
L9	N89°44'26"W	5.34	S89°06'32"E	5.57' R3)



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SCALE: 1" = 20'	DRAWN: ASG	JOB NO: 25088
DATE: JANUARY 14, 2026	CHECKED: SMR	IMG FILE: MOR-25088-R05
		CREW: TB, DG, DB & BR

MECKEL ENGINEERING & SURVEYING
 7800 N. GOVERNMENT HWY., COEUR D'ALENE, IDAHO 83815 (208)867-4618

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR JOSEPH AND LYNN MORRIS.
 Scott M. Rasor
 PLS No. 6374 DATE 01/14/2026



RECORD OF SURVEY
 LOTS 1-3, BLOCK A, SANDERS ADDITION TO CDA
 N.E. 1/4, SECTION 24, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO