

Coeur d'Alene

CITY COUNCIL MEETING

June 3, 2014

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

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 20, 2014

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 May 20, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans)	Members of Council Present
Woody McEvers)	
Kiki Miller)	
Steve Adams)	
Dan Gookin)	
Loren Ron Edinger)	Member of Council Absent

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

INVOCATION: Pastor Paul Peabody, Grace Bible Church, provided the invocation.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

AMENDMENT TO AGENDA: **Motion** by Gookin, seconded by Adams to amend the agenda to add to Consent Calendar item 4, to also include the adoption of a fee for firefighter equipment rooms to the setting of the public hearing for June 17, 2014.

PUBLIC COMMENTS:

Jim Washko, Coeur d'Alene, stated that this week is EMS week and presented the Mayor and City Council with EMS memorial coins in appreciation of their support over the year.

Betty Stone, Coeur d'Alene, stated that the fence that runs on the north side of Forest Cemetery from Government way to Lincoln way is leaning and needs repair. She spoke to the Parks Department and found that \$15,000 a year was allocated for capital improvements toward Forest Cemetery and at that rate it would take three years to complete the fence improvements. She stated that the costs for plots in the cemetery should be enough funding to cover the costs of the fence for completing this summer. Interim City Administrator Troy Tymesen stated that there was over \$118,000 spent on the fence in 2010, and that the City found that it can buy the fence materials wholesale and use staff to install over several years at a 40% savings.

CONSENT CALENDAR: **Motion** by McEvers, seconded by Gookin to approve the consent calendar as amended.

1. Approval of Council Minutes for May 6, 2014.

2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for May 27, 2104, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a public hearing for proposed new fees for processing boundary line adjustments, Mill River lift station assessment, adoption of the 2014 Idaho Fire Service Organization Rate Book, and fees for firefighter equipment rooms to be held June 17, 2014.
5. Setting of a public hearing for the Community Development Block Grant Plan Year 2013 Consolidated Annual Performance and Evaluation Report (CAPER) to be held June 17, 2014.
6. Approval of Cemetery transfer from Kevin and Charla Hummel to Barry Higgins, lot CRE 07, Block 47, Section C Forest Cemetery.
7. Approval of Beer and Wine License for Cooperative Supply, Inc., 5831 N. Government Way, Donald Beck (new)
8. Approval of **Resolution No. 14-018** A RESOLUTION PROVIDING APPROVAL FOR AN ASSIGNMENT OF CABLE FRANCHISE NO. 3161 AND 3418 FROM TIME WARNER CABLE INC, TO COMCAST CORPORATION.
9. Approval of **Resolution No. 14-019** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DESTRUCTION OF HUMAN RESOURCES RECORDS, TEMPORARY AND SEMI-PERMANENT, IN ACCORDANCE TO THE RECORDS RETENTION MANUAL; APPROVING A MEMORANDUM OF AGREEMENT WITH HAUSER FIRE DEPARTMENT FOR THE PURCHASE OF PAGERS; ADOPTING THE 2010 TRAILS MASTER PLAN, AS AMENDED, TO IDENTIFY TRAILS IN THE ASPEN TRAILS SUBDIVISION; APPROVING A CONTRACT FOR CONSULTANT SERVICES WITH WELCH COMER FOR DRAINAGE UTILITY PROJECTS; AND APPROVING AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH DAVID AND JILL ZWYER – 712 N. TUSCAN LANE.

ROLL CALL: Adams Aye; McEvers Aye; Gookin Aye; Miller Aye; Evans Aye. **Motion Carried.**

COUNCIL ANNOUNCEMENTS:

Councilmember Gookin recently participated in rising of the flag by American Legion Post 14 new flag pole dedication and that there should be an article in Press soon regarding the returning of the dog tags from the old freedom tree project. Additionally, there will be a Memorial Day service and Veteran's day service at the Veterans Plaza in McEuen Park.

Councilmember Miller reminded citizens that the Coeur d'Alene Public Library is participating in the Seed Saver Project. The seed swap project was set up to encourage urban agriculture with seeds for plant varieties that do well in North Idaho depending, of course, on the conditions where the seeds are planted. Participants are invited to take the seeds they need and to contribute commercially packaged seeds that are less than five years old. Also, an experienced gardener will be at the Library on Tuesdays until the end of May, 11:00 a.m. to 1:00 p.m., to provide

advice. For more information, call the library at 769-2315. Additionally, the Spring Reading Program in the Seagraves Children's Library will be offered May 6-30. She encouraged citizens to call the library at 769-2315 for more information on programs for kids of all ages.

Councilmember McEvers stated that the Robert Singletary history series continues in the Library Community room, with the next discussion regarding the 1940's. He said that there would be a meeting regarding the skate park in the old Council Chambers at City Hall on May 21, 2014 to discuss future funding ideas. Additionally, the McEuen Park dedication will be held Saturday, May 23, 2014 at 11:00 a.m., with food to follow provided by the Downtown Association.

MAYOR ANNOUNCEMENT: Mayor Widmyer stated that Lake City High School and Coeur d'Alene High School recently competed in the State Track and Field event this past weekend and several students won state titles including: Lake City High School; Jerry Louie McGee, 400 Meters; Scott Cummings, Pole Vault; Nathan Newby, Jerry Louie McGee, Jake Finney, and Tanner Horton, 4 x 400 Relay; Jerry Louie McGee, Nathan Newby, Rikki McCaw, and Chris Baker, 4 x 200 Relay; Maddison Ward, 100 and 200 meters; and Coeur d'Alene High School Kaitlyn Gunnerson, 100 Meter Hurdles.

ADMINISTRATOR'S REPORT: Mr. Tymesen stated that the Third Street Boat Launch will be closed through Thursday, May 22nd, due to resurfacing the asphalt. Additionally, the BLM Blackwell Island boat launch will open Thursday, May 22, 2014. On May 7, 8 and 9th, Wes Somerton, Chief Criminal Deputy City Attorney and Police Detective, Nick Lowry attended the 2014 Idaho Domestic Violence Court Conference in Boise representing the City on the Kootenai County Domestic Violence Court Implementation Team. National speakers presented informational and timely topics and the breakout sessions were designed to coordinate Domestic Violence Court procedures and processes statewide. The fees for this valuable training, including travel, were provided by the Idaho Supreme Court. The City recognizes and celebrates their hard work over the last two years. The Employee Recognition Committee presented IT Design Administrator Brandon Russell with a much deserved Peer Award. Brandon's programming skills and efforts have created a very inviting and user friendly new website that the City can be proud of. Please congratulate Samantha Johnson, Legal Assistant in the Criminal Division of the City Attorney's office, and Sean Holm, Planner for the city who recently graduated from the University of Idaho Executive Masters of Business Administration program. Mr. Tymesen also congratulated Firefighter Scott Deitrich for being named the Firefighter of the Year by the Kootenai County Emergency Medical Services System (KCEMSS). It is time for the City's annual fire hydrant maintenance program. Chris Carper from B & C Fire Hydrant Detailing will be flushing and painting our hydrants. In doing so you may see water flowing from a fire hydrant and running down the streets, please do not be alarmed. During this project flushing the fire hydrants may cause temporary cloudiness in the water which can be remedied with simply running an outside sprinkler or faucet for a short amount of time. This project will run throughout the summer. If citizens have questions or concerns please contact the City of Coeur d'Alene Water Department at 769-2210. The City of Coeur d'Alene is seeking Lifeguards to supervise the public swimming areas of the Coeur d'Alene City Beach. Lifeguards need to be able to perform public safety, rescue and first aid functions. For a more detailed list of job duties and qualifications, visit the City's website and click on "Job Posting." The Coeur d'Alene Police Department is pleased to partner with Safe Kids of Kootenai County and Kootenai Health to

promote safe bicycle riding habits. Officers have been provided with coupons for a free McDonalds Happy Meal to distribute to children found wearing a helmet while riding their bicycle, skateboard or scooter. The City has partnered with iShoutOut which creates an opportunity to communicate with citizens via their smart phone. Please download the iShoutOut app to your smart phone, and then search "City of Coeur d'Alene" and click connect. Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

Appointment of Troy Tymesen as Interim City Administrator and Personnel Officer.

MOTION: Motion by Gookin, seconded by McEvers to ratify the appointment of Troy Tymesen as Interim City Administrator and Personnel Officer. **Motion carried.**

Discussion with the City Council regarding City Administrator recruitment options.

Mayor Widmyer stated that he wanted to bring this item forward to discuss recruitment options for the City Administrator position with the City Council. He stated that the City could begin an open recruitment in July with the intent to fill the position by October 1, 2014. Mayor Widmyer stated that the Interim City Administrator is amenable to an open recruitment and would throw his hat into the ring. Councilmember Gookin stated that he thinks that an open recruitment is a good idea and that if an internal candidate gets the job it would confirm they are the best fit for the job.

PUBLIC HEARING: A-3-14; Proposed annexation from County I to City C-17; 2772 W. Seltice Way.

Staff Report: Tami Stroud, Planner, stated that item A-3-14 is a request for the annexation of 2772 W. Seltice Way by Rivers Edge Apartment, LLC, with a C-17 zoning designation. There are four findings required for this annexation as follows: that the request is or is not in conformance with the Comprehensive Plan; that public facilities and utility are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it an acceptable request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood. Ms. Stroud presented the surrounding zoning as C-17 and explained the current surrounding land uses.

Councilmember Gookin asked for clarification regarding the Comprehensive Plan designation as transitional versus stable established. Ms. Stroud stated that the Comprehensive Plan notes the area as transitional. Councilmember Gookin asked why this piece is coming forward for annexation versus the entire area of the old mill with a PUD. Ms. Stroud clarified that the piece requesting to be annexed tonight has one owner and the other parcel is owned by someone else, who has not requested annexation yet. City Attorney Mike Gridley stated that the City does have the authority to force annexation but has not used that authority in many years. Additionally, one problem with this area of land is that the railroad runs through the property. Councilmember Gookin stated that he would like to see a master plan of the area and it is difficult when individual pieces come in one at a time. Ms. Stroud clarified that the applicant was approved for

a special use permit at R-34 density, which does allow the applicant to build a residential development at that density. Councilmember Gookin asked if a sewer surcharge was applicable to this property. Ms. Stroud stated that the surcharge would apply and clarified that the applicant and city staff have a pre-application meeting in which the applicant is provided staff comments and estimated fees prior to the public hearing.

Applicant: Ray Kimball, Spokane Valley, Washington stated that he is a Civil Engineer and has been doing land development for 14 years. He is representing the owner, Lance Douglas, and is requesting annexation and a C-17 zoning. Mr. Kimball explained that originally the land was all owned by Marshall Chesrown, and when he was unable to develop the land Mr. Douglas ended up with two parcels, one that has already been annexed. Currently, Stimpson Lumber owns and controls the surrounding parcel and he hopes it will be annexed eventually; however, Mr. Douglas only has ownership of the area being requested for annexation. He stated that the utilities are adjacent to the property in Seltice Way, and the owner would be responsible to extend the lines to the property. He believes that with Seltice Way being an arterial, also known as old highway 10, they would need to include turn pockets as necessary, and all improvement would include a multimodal pathway. Mr. Kimball stated that he believes they are in conformance with the Comprehensive Plan goals and policies; specifically in regard to the River District area outlined to consist of multi-use areas of commercial zones and pockets of higher density residential. He stated that the C-17 development is urban in nature and consistent with Comprehensive Plan. Mr. Kimball stated that the properties around the property are also zoned C-17, which he believes is the correct zoning for the subject property.

Councilmember Gookin asked for clarification as to where the path would start and end. Mr. Kimball explained that it would go across the property frontage in accordance with the requirements of the City's Trails Master Plan. Councilmember Gookin stated that the C-17 zone carries many allowed uses and that the zone makes sense.

Opponent: Susie Snedaker, Coeur d'Alene, stated that she wanted to address the issue of compatibility. The "average terrain" is a term that is used for determining the allowable height on this property. The height of the land is 35 feet above the average terrain; therefore, this project is approved for 131 feet. At the hearing before the Planning Commission it was stated that one would not see this development from the freeway, and she is concerned about the direction in which the protection of views and vistas is determined. She stated that she does not believe it is compatible with existing properties. She believes the City Council must first determine what views and vistas are to be protected.

Councilmember Gookin stated that the action from the City Council is the annexation and zoning, not what is being built there. Ms. Snedaker stated that the C-17 zoning has an allowable height limit that could be utilized for discussion and that the Comprehensive Plan addresses views and vistas.

Public Comments:

Chet Gaede, Coeur d'Alene, stated he was on the Board of Directors for the Mill River Property Association and was recently appointed to the City's board to discuss the master planning of the

Spokane River area. He is concerned that the trail would not be connected to another trail system and that it is unknown what development will be there. He would like to see a PUD on this parcel similar to the recent annexation along the river (Washington Trust property). He expressed concerns about how the transportation plan connects into the future. The City should make sure this is compatible through a PUD.

Councilmember McEvers stated that the beginning of the Mill River development was very similar and that the City had to trust the developer because the City Council could not see what it was going to be either. Mr. Gaede stated that the City just formed a subcommittee to review the Spokane River corridor and make recommendations for this area and he believes that the requirement of a PUD buys the City some time to allow for that planning.

Rebuttal: Mr. Kimball stated that he would like to speak to the height allowed, as it would be less than half of Ms. Snedaker's comments and below the tree height. He stated that in the past the views and vistas of the property were not nearly what it is now and it would be even better into the future. He believes that with the submitted and approval of the special use permit for a project he does not think a PUD provides any benefit for a 3.5 acre parcel. The property is an island and Stimpson owns the surrounding property and their business is growing and processing trees, not real estate, so he hopes it comes into the city soon, but there is no guarantee. Tonight's question is should the parcel be in Coeur d'Alene and what is the proper zoning. Mr. Kimball believes C-17 zoning is consistent with surrounding zoning and land uses and does meet the Comprehensive Plan.

MAIN MOTION: Motion by McEvers, seconded by Evans to approve the requested annexation and zoning from County I to City C-17; 2772 W. Seltice Way, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order and require the conditions from the Planning Commission.

DISCUSSION: Councilmember Gookin asked Ms. Stroud about the special use permit and why is it not an action tonight. Ms. Stroud explained that special use permits are approved by Planning Commission, with no further action required. She also clarified that a PUD may not accomplish what the City Council may want as a PUD is used to allow the developer to seek exception to requirements. Additionally, the special use permit was granted for an R-34 density and she explained that a C-17 zone allows multifamily development at an R-17 density and the special use permit allows residential development at an R-34 density. C-17 zoning does not have a height restriction, but R-34 multi-family would have a height restriction at 63 feet. Councilmember Gookin expressed concern regarding placing residential uses near existing industrial uses. Ms. Stroud stated that the Comprehensive Plan states that this area is in transition.

Councilmember McEvers stated that someone has to be first in developing the area and he will support it as a good beginning. Councilmember Adams stated that he agrees with Councilmember McEvers and it is difficult to see pieces coming in one at a time, but this development is ready to go. Additionally, Councilmember Adams stated that additional reasons for support are that the views and vistas will be below the tree line, the parcel is not waterfront property, and it will stimulate the economy. Councilmember Gookin stated that this is a tough decision because he is receiving community feedback regarding the large number of apartments going in on Seltice Way,

and this annexation is only about C-17 zoning, not the apartments. He is concerned the City has not taken a more active role in the development on Seltice Way, and that there are no services such as a gas station. He is concerned with traffic congestion.

MOTION: Motion to amend the motion by Gookin, seconded by McEvers, to require the applicant put in sidewalks as negotiated in the annexation agreement.

DISCUSSION: Mr. Gridley stated that sidewalks could be a condition to be discussed with the annexation agreement negotiations. Councilmember McEvers stated that they have had recent discussions regarding the requirement of sidewalks and have to plan for infill and assume adjacent development will come forward. Councilmember McEvers stated that he would be fine with a path, but felt it is worth looking at it as some form of non-motorized transportation route for inclusion in the annexation agreement.

Motion Carried.

ROLL CALL ON MAIN MOTION: McEvers Aye; Miller Aye, Gookin Aye; Evans Aye; Adams Aye. **Motion carried.**

**Council Bill No. 14-1010
Ordinance 3486**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.1010 AND 17.05.1210 TO ALLOW RESIDENTIAL USES IN THE COMMUNITY COMMERCIAL AND NEIGHBORHOOD COMMERCIAL ZONES EXCEPT ON THE GROUND FLOOR; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Ms. Stroud stated that the Neighborhood (NC) and Community Commercial (CC) zones were approved in 2007, and they allowed for ground level residential uses, but do not allow for below-grade residential uses. This amendment would allow a below-grade residential uses, such as a basement apartment below an office.

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

DISCUSSION: Councilmember Gookin stated that he met with staff regarding the NC and CC zones and found that there are only three areas and they are very small. He believes this type of use fits into those zones and it seems like an oversight from the initial zone creation.

MOTION: Motion by Gookin, seconded by Evans, to pass the first reading of Council Bill No. 14-1010.

ROLL CALL: Miller Aye; Evans Aye; McEvers Aye; Gookin Aye; Adams Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Adams, to suspend the rules and to adopt Council Bill 14-1010 by its having had one reading by title only.

ROLL CALL: Miller Aye; Evans Aye; McEvers Aye; Gookin Aye; Adams Aye. **Motion carried.**

EXECUTIVE SESSION: Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345§ (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; Miller Aye; Adams Aye; McEvers Aye; Gookin Aye. **Motion Carried.**

The City Council entered into Executive Session at 7:27 p.m. Those present were the Mayor, City Council, Interim City Administrator, and City Attorney.

No action was taken and the Council returned to regular session at 7:50 p.m.

MOTION: Motion by Gookin, seconded by Adams that, there being no further business before the Council, this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 7:50 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

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

[Office Use Only] Amt Pd \$50.00
 Rec No 0716535
 Date 05/08/2014
 Date to City Council 05/08/2014
 Reg No.
 License No.
 Rv

Date that you would like to begin alcohol service 5-23-14

Check the ONE box that applies:

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

Business Name	<u>The Well-Read Moose</u>	
Business Mailing Address	<u>2048 N MAIN ST (Riverstone)</u>	
City, State, Zip	<u>Coeur d'Alene ID 83814</u>	
Business Physical Address	<u>2048 N MAIN ST.</u>	
City, State, Zip	<u>Coeur d'Alene ID 83814</u>	
Business Contact	Business Telephone :	Fax:
	<u>208.215.2265</u>	
	Email address:	
License Applicant	<u>The Well-Read Moose (s corp)</u>	
If Corporation, partnership, LLC etc. List all members/officers	<u>100% owner Melissa A. DeMotte</u>	

To : City Council

Date: May 19, 2014

Re: Fireworks Stands 2014

From: Kathy Lewis, Deputy City Clerk



The following are requesting permission to operate a Fireworks Stand in the City at the following locations:

	Location	Operated by	Distributor	
1	Albertsons 220 Ironwood Dr	Loren Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
2	Fred Meyer 560 W Kathleen	Sean West/Bryan Howell for Journey Church (not CDA) 303 E Black Hawk Dr Spokane WA 99208	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	
3	Runge Furniture 303 E Spokane St	Eda Darwood 8505 Peach Lane Missoula MT 59808	Big Boom Fireworks 8505 Peach Lane Missoula MT 59801	
4	Safeway 1001 N Fourth St	Candlelight Fellowship Dave Froelich 5725 N Pioneer Dr CDA 83815	Western Fireworks Inc PO Box 426 Aurora OR 97002	
5	Safeway 101 W Neider	Candlelight Fellowship Dave Froelich 5725 N Pioneer Dr CDA 83815	Western Fireworks Inc PO Box 426 Aurora OR 97002	
6	Skate Plaza 5685 N Pioneer	Rolling Thunder Fireworks Dan Holmes 29777 Highway 95 Athol 83801	Thunder Fireworks 5207 187 St East Tacoma WA 98446	
7	Super 1 Foods 305 W Kathleen	Koran and Mary Quinn 251 Pine Crest Loop Sandpoint ID 83864	TNT Fireworks S104 Freya White Bldg #120B Spokane WA 99202	
8	Silver Lake Mall 200 W Hanley	Linda and Michael Morgan 16151 N Marble Lane Hayden ID 83835	TNT Fireworks S 104 Freya White Bldg #120B	
9	Walgreens 225 W Appleway	Journey – CDA Troy Carpenter 1604 West Lee Ct CDA ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	

RESOLUTION NO. 14-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING ACCEPTANCE OF DONATION AND QUIT CLAIM DEED TRANSFERRING LOT1, BLOCK 6, OF COEUR D'ALENE PLACE 20TH ADDITION TO THE CITY FROM GREENSTONE KOOTENAI, INC.; ACCEPTANCE OF SPONSORSHIPS INCLUDING NAMING AND DONATIONS FOR RAMSEY FIELD AND MCEUEN PARK; SPECIFICALLY INCLUDING A SPONSORSHIP AGREEMENT WITH AVISTA FOR THE PAVILION LOCATED IN MCEUEN PARK; DONATIONS FROM THORCO ELECTRIC FOR THORCO FIELD; KIWANIS CLUB FOR SS KIWANIS; ROTARY CLUBS FOR ROTARY HARBOR HOUSE; INTERMAX TO PROVIDE FREE INTERNET SERVICE; AND PARKWOOD BUSINESS PROPERTY FOR DONATION FOR THE CONSTRUCTION OF THE SUNDIAL; APPROVAL OF S-3-12, COEUR D'ALENE PLACE 22ND ADDITION – FINAL PLAT APPROVAL AND ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT AND SECURITY; AND APPROVAL OF AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH JAMES AND LINDA BAKER FOR LOT2, BLOCK 3, 18 50N 03W, SPRINGVIEW TERRACE 1ST ADDITION.

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

- A) Acceptance of donation and Quit Claim Deed transferring Lot1, Block 6, of Coeur d'Alene Place 20th Addition to the City from Greenstone Kootenai, Inc.;
- B) Acceptance of sponsorships including naming and donations for Ramsey Field and McEuen park; specifically including a Sponsorship Agreement with Avista for the pavilion located in McEuen Park; donations from Thorco Electric for Thorco Field; Kiwanis Club for SS Kiwanis; Rotary Clubs for Rotary Harbor House; Intermax to provide free internet service; and Parkwood Business Property for donation for the construction of the Sundial;
- C) Approval of S-3-12, Coeur d'Alene Place 22nd Addition – final plat approval and acceptance of improvements, Maintenance /Warranty Agreement and Security;
- D) Approval of an Agreement Waiving Opposition to Annexation with James and Linda Baker for Lot2, Block 3, 18 50N 03W, Springview Terrace 1st Addition;

AND;

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

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

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

DATED this 3rd day of June, 2014.

Steve Widmyer, 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 MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES
STAFF REPORT**

May 27, 2014

From: Bill Greenwood, Interim Parks Director

SUBJECT: Acceptance of Land Donation from Greenstone-Kootenai Inc.
(Council Action Required)

DECISION POINT:

Recommendation from the Parks and Rec Commission is for General Services to recommend to City Council to accept the 1.6 acres land donation from Greenstone-Kootenai Inc. at the Coeur d'Alene Soccer Complex.

HISTORY:

In 2000 the City of Coeur d Alene received a land donation of 8.5 acres at the corner of West Charlemagne Drive and North Courcelles Parkway from Greenstone Inc. for recreational opportunities. The City of Coeur d'Alene completed the construction of the CDA Soccer Complex in the spring of 2002. This soccer complex is used by the Coeur d Alene Recreation Department, CDA Sting Soccer as well as numerous soccer clubs in the area as well as open space for the community . In 2013 field lighting was installed to help to keep up with the increase demand of field use.

FINANACIAL ANALYSIS:

The City of Coeur d'Alene would have no cost in accepting the land donation of the 1.6 acres described as Lot 1, Block 6, Coeur d'Alene Place 20th addition.

PERFORMANCE ANALYSIS:

One deficiency with this site is the need for more parking. With the acceptance of the land we would be able to provide diagonal parking along West Charlemagne.

DECISION POINT:

Recommend to City Council to accept the 1.6 acres land donation from Greenstone-Kootenai Inc. at the Coeur d'Alene Soccer Complex.

When recorded return to:

Greenstone-Kootenai, Inc.
1421 N Meadowwood Ln #200
Liberty Lake, WA 99019

QUIT CLAIM DEED

THE GRANTOR(S) **Greenstone-Kootenai, Inc., an Idaho Corporation**, for and in consideration of good and valuable consideration in hand paid, convey(s), and quit claim(s) to **The city of Coeur d' Alene,**, whose address is 710 E. Mullan Avenue Coeur d' Alene Id. 83814, the following described real estate, situated in the County of Kootenai, State of Idaho, together with all after acquired title of the grantor(s) therein:

Lot 1, Block 6, Coeur d' Alene Place 20th Addition according to the plat recorded in Book "K" of Plats, pages 407-407C, records of Kootenai County, State of Idaho

DATED: June 3, 2014

Greenstone-Kootenai, Inc., an Idaho Corporation

BY: _____
_____, _____

STATE OF Washington

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the _____ of **Greenstone-Kootenai, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Witness my hand and official seal this _____ day of _____, 2014.

Notary Public:

Notary Public in and for the State of Washington

Residing at _____

My Commission Expires: _____

GENERAL SERVICES STAFF REPORT

Date: May 27, 2014
From: Bill Greenwood, Park Director
SUBJECT: **Acceptance of Sponsorships to include Naming Rights and Donations**

DECISION POINT:

Recommendation from the Parks and Rec Commission to General Services for recommendation to City Council the acceptance of sponsorships with naming rights and donations at Ramsey Field and McEuen Park.

HISTORY: With private and public partnerships becoming more and more prevalent we saw an opportunity to help offset some park costs and create greater public ownership. June of 2012 City Council adopted our Naming Policy Guideline to manage these opportunities.

FINANCIAL ANALYSIS:

No costs for the city to accept these naming rights. What the parks department will gain in revenues are dedicated funds that can be used for park development, ongoing maintenance and repairs of infrastructure of parks and facilities.

PERFORMANCE ANALYSIS:

Some of these contributions can be managed by the Panhandle Parks Foundation, with others being managed by the City of Coeur d Alene. We have several sponsorships needing to be accepted at this time; Thorco Field for \$ 20,000 for 8 years at Ramsey Park, at McEuen Park there is SS Kiwanis for \$35,000 for 15 years, Rotary Harbor House for \$50,000 for 15 years and the Avista Pavilion for \$100,000 for 30 years. Itermax would like to provide free internet service for the entire park for 5 years. Parkwood Business Property is providing a of \$50,000 donation for the construction of the Sundial along Front Street.

DECISION POINT/ RECOMMENDATION:

Recommend to City Council the acceptance of sponsorships and with naming rights and donations at Ramsey Field and McEuen Park.

SPONSORSHIP AGREEMENT**R-39865**

This SPONSORSHIP Agreement ("Agreement") is made and entered into as of 15th day of May 2014 between Avista Corporation, a Washington corporation ("Avista"), and the City of Coeur d'Alene, Idaho ("City"), individually, a "Party" and collectively, the "Parties."

Background and Purpose: The City wants to extend its relationship with Avista and have Avista be the title sponsor of the pavilion located in McEuen Park in Coeur d'Alene, Idaho ("Avista Pavilion"). McEuen Park is being renovated and the Avista Pavilion will be a new feature in the park. The Avista Pavilion will be used as a gathering place for families and community events throughout the year. **Therefore, the Parties agree as follows:**

Avista's Sponsorship Benefits: During the term of the Agreement, **the City** will provide Avista with the sponsorship benefits described in Exhibit A, attached and incorporated into this Agreement. Avista shall also have the right of first refusal to participate in, or sponsor all events, activities and formal functions within McEuen Park where the Avista Pavilion is located. **City's Responsibilities:** The City will be responsible for ensuring the Avista Pavilion remains in good and safe condition, including but not limited to, replacing burned-out lights and broken tables, filling and fixing cracks in the concrete, cleaning and removing vandalism within a timely manner, and removing and disposing of all trash and debris. Further, the City will keep the Avista Pavilion clean and presentable in appearance. All bathrooms within the Avista Pavilion will be kept in good running order, and will be properly maintained and regularly cleaned.

Exclusivity: The City agrees that Avista will be the only energy company allowed to display its trade names, logos, trademarks, service marks, or other indicia or origin within McEuen Park, unless expressly agreed to in writing by an authorized representative of Avista.

The City's Compensation: In return for the sponsorship benefits in Exhibit A, Avista will pay the City a one-time payment of \$100,000 on May 1, 2014.

Term and Termination: This Agreement shall be effective as of the date set forth above and shall expire on January 31, 2045 (30 years), unless terminated at an earlier date in accordance with the terms of this Agreement or extended by mutual agreement between the Parties. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided that if the termination is not a result of Avista's breach, City shall return to Avista a pro-rated amount of any payment previously made.

Party's Representatives:

Avista's Representative for purposes of this Agreement is Scott Steele.

City's Representative for purposes of this Agreement is the City of Coeur d'Alene Parks Director.

Notices to Parties: Notices and other communications under this Agreement should be addressed as follows:
(i) if to Avista: Attn. Contracts Dept Avista Corporation, PO Box 3727 MSC-33 Spokane, WA 99220-3727;
(ii) if to City of Coeur d'Alene Attn. City Clerk, 710 E. Mullan Ave., Coeur d'Alene, ID 83814 .

Avista's Marks. This Agreement provides for the display or use of Avista's trade names, logos, trademarks, service marks, or other indicia or origin (collectively, "Marks") by City as part of the sponsorship and promotional considerations Avista receives under this Agreement. Avista agrees to the display and use of its Marks in the events under this Agreement provided that prior to its display and use, City receives approval from Avista's Representative identified above. Further, City agrees to adhere to Avista's Branding Guidelines for the use of Avista's logo in all printed and electronic material. Avista's Branding Guidelines are attached to this Agreement. In the event the Marks do not conform with Avista's Branding Guidelines at any time during the Term, City shall immediately make any and all changes necessary as required by Avista. City shall not make any disparaging or negative comment or statement in connection with or in association with Avista's Marks. All right, title and interest in and to the Marks is and shall remain the sole and exclusive property of Avista. If after notice to City from Avista of infringement or alleged infringement by the City and a reasonable time to cure the infringement, the City continues the infringing conduct then, to the fullest extent allowed by law, the City shall indemnify and upon request defend Avista, its officers, directors, employees, successors



and assigns, from all claims, suits, losses, liabilities, damages, expenses (including court costs and reasonable attorneys' fees) and royalties, based upon infringement (or alleged infringement) of any patent, copyright, trade name or trademark or upon City's or its agent's wrongful use (or alleged wrongful use) of any confidential or proprietary information or other item arising out of or in connection with this Agreement.

Indemnity. Subject to applicable law, each Party (the "Indemnifying Party") expressly agrees to indemnify and, upon request, defend the other (the "Indemnified Party"), its directors, officers, employees, and agents, from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages (individually or collectively, "Loss"), brought against or incurred by the Indemnified Party resulting from, arising out of, or in any way connected with any negligent act, omission, or fault of the Indemnifying Party or its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of the Indemnifying Party's obligations under this Agreement.

In the event that any such Loss is caused by the concurrent negligence of both the Indemnifying Party and the Indemnified Party, including their employees, agents, suppliers and subcontractors, the Loss will be borne by both the Indemnifying Party and the Indemnified Party in the proportion that their respective negligence bears to the total negligence causing such Loss.

Entire Agreement. This Agreement contains the entire understanding between the Parties as to its subject matter. Any representation, promise, modification or amendment to this Agreement (or any incorporated documents), will not be binding upon either Party unless reduced to writing and signed by each Party's authorized representative. The invalidity or unenforceability of any provision under this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement, or to exercise any rights available to it under this Agreement, will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

Assignment: Neither party shall transfer or assign this Agreement, in whole or part, without the prior written consent of the other party, which consent will not be unreasonably withheld. This Agreement shall inure to the benefit of, and be binding upon Parties and their respective successors and permitted assigns.

Governing Law and Venue: Any action at law or in equity to enforce the terms of this Agreement will be brought in Kootenai County, Idaho . This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho excluding any choice of law rules that may direct the application of laws of a jurisdiction other than Idaho.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Avista Corporation

(Signature)

(Printed Name)

(Title)

(Date Signed)

City of Coeur d'Alene

(Signature)

(Printed Name)

(Title)

(Date Signed)

Exhibit A Sponsor Benefits

By investing in the Avista Pavilion as the title sponsor, Avista will receive year-round exposure including but not limited to the following:

- Avista signage on the southwest and northeast sides of the pavilion.
- Usage Rights:
 - Avista will have the right to use the Avista Pavilion for team building/gathering on an agreed upon schedule and will not be charged a usage fee.
 - The ability to have Energy Fairs within the Avista Pavilion on agreed upon schedule, with no usage fee.
- Advertising
 - The “Avista Pavilion” will be referenced on:
 - All McEuen Park Informational materials, including but not limited to:
 1. Website
 2. Maps
 3. Brochures
 - Media coverage of the Avista Pavilion
 - City-supported events within the Avista Pavilion
- Event Presence:
 - Avista will have the right, if it so chooses, to have a presence at large, publicized events that are in or around the Avista Pavilion with the ability to promote Avista’s products or services. This excludes any event(s) in which the City of Coeur d’Alene has contracted with another entity which may not allow this. Avista would need to come to agreement with said entity to have a presence at the event.

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2014
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Coeur d'Alene Place 22nd Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty one (21) lot residential development.
2. Acceptance of the installed public infrastructure improvements for the Coeur d'Alene Place 22nd Addition.
3. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: West of Courcelles Parkway in the northwest portion of the Coeur d'Alene Place development.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plat of CdA Place 17th Addition, 2010.
 3. Final plat of CdA Place 18th Addition, 2012.
 4. Final plats of CdA Place 19th – 21st Additions, 2013.

FINANCIAL ANALYSIS

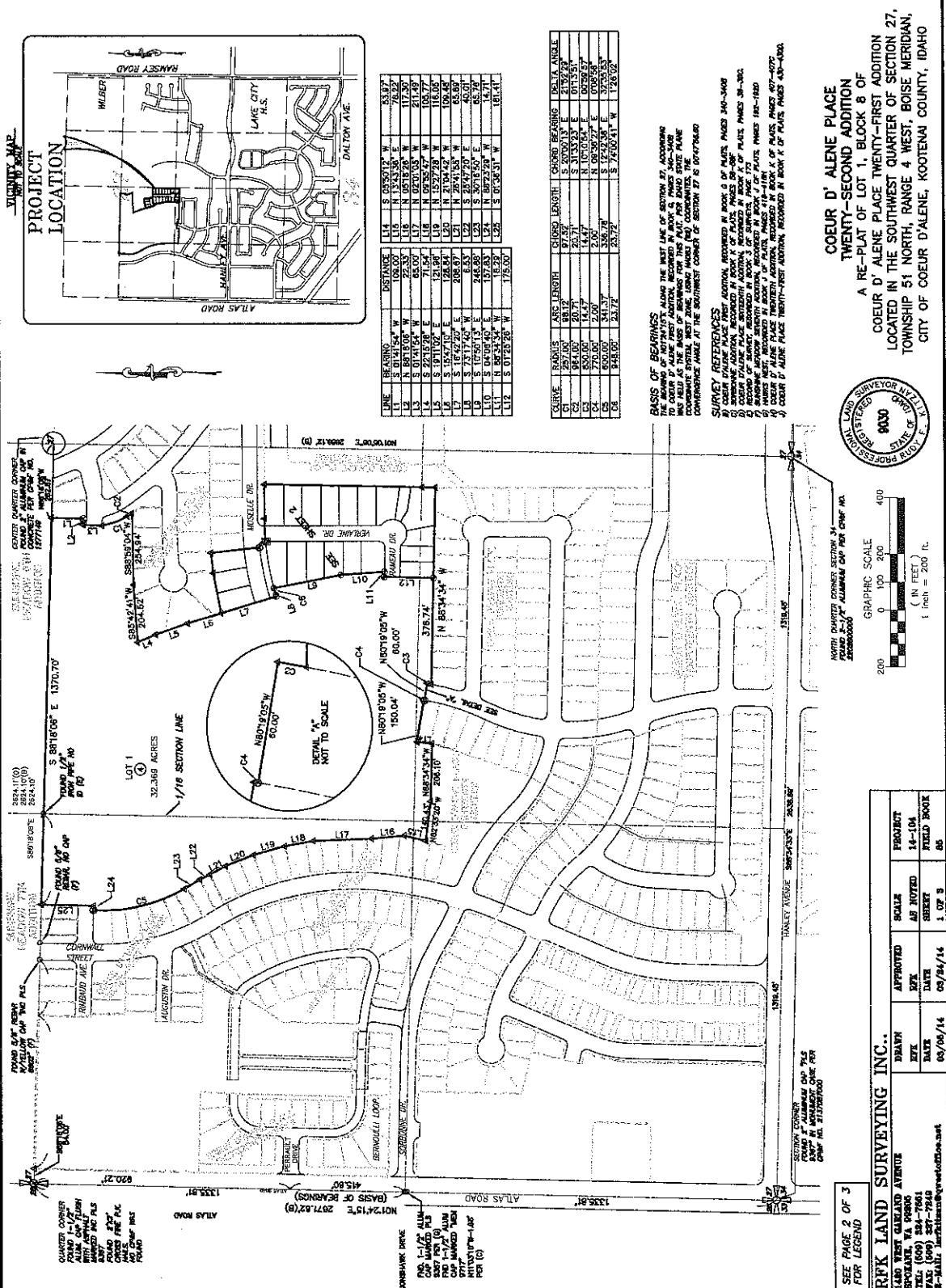
The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on June 3, 2015. The amount of the security provided is \$22,961.00.

PERFORMANCE ANALYSIS

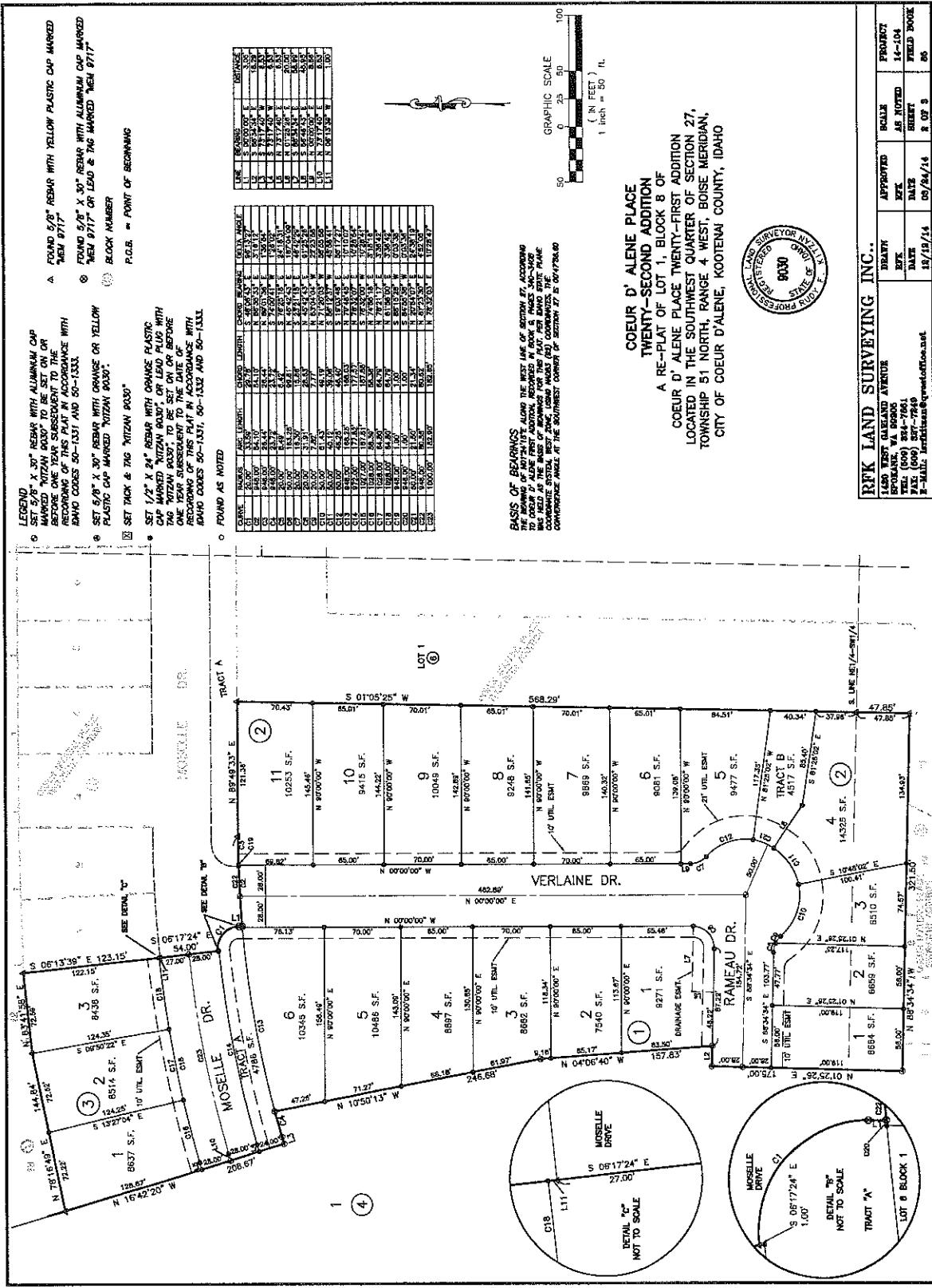
The developer has installed all the required public road, and, utility improvements, and the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development. The City maintenance will be required to start after the one (1) year warranty period expires on June 3, 2015.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.



SEE PAGE 2 OF 3
FOR LEGEND



AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of June, 2014 between Greenstone-Kootenai II, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 22nd Addition, a twenty (20) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Coeur d'Alene Place 22nd Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated February 27, 2014, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb, sidewalk, and ped ramps w/ detectable warning panels, asphalt pavement, pedestrian trail system including ramps, street signage, and, street lighting, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty Two Thousand Nine Hundred Sixty One and 00/100 Dollars (\$22,961.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of June, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.

Kevin Schneidmiller, President

Maintenance/Warranty Agr. re: Res.# 14-_____

Maintenance
Bond
Warranty Term
in years

Bond Number 0638839

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Greenstone-Kootenai II
1421 N. Meadowwood Ln. #200, Liberty Lake, WA 99019
as Principal, and International Fidelity Insurance Company, a corporation organized under the laws of the State
NJ and duly authorized to do business in the State of, ID as Surety, are held and firmly bound
unto City of Coeur d'Alene
as Obligee, in the penal sum of Twenty Two Thousand Nine Hundred Sixty One Dollars and 00/100
(\$ 22,961.00), to which payment well and truly to be made we do bind ourselves, our and each of our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

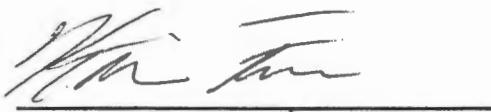
WHEREAS, the said Principal entered into a Contract with the Obligee, dated the 2nd day of June,
2014, a copy of which is hereto attached and made a part hereof, for The Developer agrees to maintain and
warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction
plans entitled "Coeur d'Alene Place 22nd Addition" signed & stamped by Doug J. Desmond, PE, #10886, dated February 27,

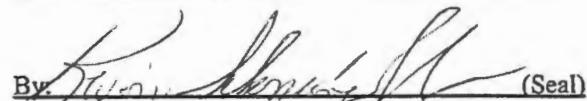
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that
the work will be free of any defective materials or workmanship which become apparent during the period of
One (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain
in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is
extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 22nd day of May, 2014.

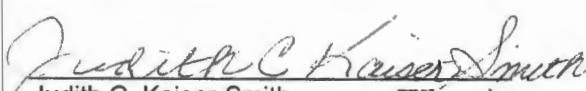
PRINCIPAL

Greenstone-Kootenai II


(Witness)


By: Shawn M. Wilson (Seal)

International Fidelity Insurance Company


Judith C. Kaiser-Smith
(Witness)

By: Shawn M. Wilson (Seal)
Shawn M. Wilson, Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ED HEINE, GEORGE SEATON, ALLAN HULTGREN, BRITTNEE EARL, SHAWN M. WILSON,
BRENDA J. SMITH, JAMES E. MAJESKEY II, JONATHAN M. EMMONS, NAOMI GERBER, LISA KYER,
SHELLY DONOVAN

Billings, MT.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s). In pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals, when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



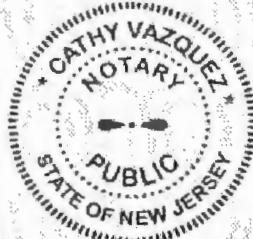
STATE OF NEW JERSEY
County of Essex

Robert Minster

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Vazquez
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of May, 2014

Maria H. Branco
MARIA BRANCO, Assistant Secretary

Project Name:	Coeur d' Alene Place 22nd Addition					
Project Number:	G0122					
Date	May 1, 2014					
Resolution No.	14-020					
Street Names	length	width	nose/little	per unit	cost	tax
Radius	7850	culdesac	1	5850	21800	4380
Expenses						
9-0120 Storm Drainage						
Single Depth DW			1	\$ 2,375.00	2,375	0
Double Depth DW			2	\$ 2,782.00	8,346	0
CMP 8"				\$ 16.50	0	0
CMP 12"				\$ 21.00	0	0
CMP 18"				\$ 28.00	0	0
HDPF 24"				\$ 32.00	0	0
HDPE 30"				\$ 43.00	0	0
Type I CB				\$ 1,450.00	0	0
Type II CB				\$ 2,200.00	0	0
Sidewalk Vaults			1	\$ 850.00	1,700	0
208 ponds			390	\$ 640	0.97	999
Rip Rap				\$ 500.00	0	0
Splash Pads				\$ 100.00	0	0
Hydroseed			390	\$ 640	0.20	206
						13,626
9-0130 Sewer						
1 6" mainline				\$ 24.00	0	0
1 8" mainline			170	\$ 440	160	20,020
1 10" mainline				\$ 36.00	0	0
1 12" mainline				\$ 39.00	0	0
1 12" forced main				\$ 41.00	0	0
1 6" forced main				\$ 32.00	0	0
1 Manholes			1	\$ 2,700.00	8,100	0
1 Manholes-Main				\$ 300.00	0	0
1 services			3	\$ 15	3	14,175
1 8" cleanout			2	\$ 500.00	1,000	0
1 Excessive depth				\$ -	0	0
1 Sleevring				\$ 150.00	0	0
1 Tie in				\$ 2,000.00	0	0
1 boring				\$ -	0	0
						43,295
9-0140 Water						
1 6" mainline				\$ 26.00	0	0
1 8" mainline			195	\$ 464	160	22,932
1 10" mainline				\$ 36.00	0	0
1 12" mainline				\$ 42.00	0	0
1 Fire Hydrants			0	\$ 1	\$ 4,500.00	4,500
1 blow offs				2	\$ 750.00	1,500
1 air vacs				\$ 1,949.00	0	0
1 Services			3	\$ 15	\$ 1,900.00	39,900
1 irrigation service				\$ 7,000.00	0	0
1 irrigation sleeving				\$ 16.00	0	0
Tie In			2	\$ 2,000.00	4,000	0
						72,832
9-0151 Paving						
2" on 4"				\$ 1.78	57,013	0
2" on 6"					0	0
3" on 6"					0	0
4" on 6"					0	0
Overlay					0	0
Patching					0	57,013
Curb and Gutter					0	0

Exhibit "C"

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: June 3, 2014
FROM: Legal Department
SUBJECT: Council approval of agreement waiving opposition to annexation

DECISION POINT:

Staff requests Council acceptance of an agreement waiving opposition to annexation by James and Linda Baker, owners of the property described as Lot 2, Block 3, Springview Terrace 1st Addition, Coeur d'Alene, Idaho 83814 in exchange for water service outside City limits in accordance with City policy.

BACKGROUND:

Staff received a request for water service from the owners of property at Lot 2, Block 3, Springview Terrace 1st Addition. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service. A copy of the agreement is included in the packet.

POLICY REVIEW:

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

DECISION POINT/RECOMMENDATION:

Staff requests Council acceptance of an agreement waiving opposition to annexation by James and Linda Baker, owners of the property described as Lot 2, Block 3, Springview Terrace 1st Addition, Coeur d'Alene, Idaho 83814 in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this _____ day of June, 2014, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and James and Linda Baker, husband and wife, whose mailing address is 1736 S Grouse Meadow Drive, Coeur d'Alene, Idaho 83814 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***Lot 2, Block 3, 18 50N 03W,
Springview Terrace 1st Addition,
Kootenai County, Idaho***

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will consent to the annexation of said property to the City of Coeur d'Alene and that by executing this agreement they waive any and all rights to object to annexation by the City of Coeur d'Alene, and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be born by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

By their signatures below, the Owners attest that they are the legal owners of the property described above and they possess the legal authority to execute this agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO:

Steve Widmyer, Mayor

OWNERS:

James Baker, Husband

ATTEST:

Renata McLeod, City Clerk

Linda Baker, Wife

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2014, before me, a Notary Public, personally appeared Steve Widmyer and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of May, 2014, before me, a Notary Public, personally appeared James and Linda Baker, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily executed the same.

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

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

ANNOUNCEMENTS

Memo to Council

DATE: May 28, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 3rd Council Meeting:

TINA JOHNSON

ARTS COMMISSION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Steve Anthony, Arts Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

May 27, 2014
GENERAL SERVICES COMMITTEE MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson **ABSENT**
Council Member Steve Adams, acting Chairperson
Council Member Amy Evans

STAFF

Warren Wilson, Deputy City Attorney
Bill Greenwood, Interim Parks Director
Keith Erickson, Communications Coordinator
Interim Chief Ron Clark, Police Department
Juanita Knight, Senior Legal Assistant

Item 1. Acceptance of donation and Quit Claim deed transferring Lot 1, Block 6 of Coeur d'Alene Place 20th Addition to the City from Greenstone Homes.
(Consent Resolution No. 14-020)

Warren Wilson, Deputy City Attorney, said Greenstone – Kootenai, Inc. approached staff a couple of months ago with the idea of donating 1.6 acres of land to the City of Cd'A. It is a piece of property that will allow the city to expand the footprint of the soccer complex and provide additional parking. Warren said he reviewed the Quit Claim deed and approves it.

Bill Greenwood, Interim Parks Director, explained that this is critical. The complex is used not only by the Recreation Department but all the soccer clubs in town. The parking is not sufficient. With the expansion would allow for head in parking which would more than double the parking capacity.

Councilmember Adams asked how many more spaces. Mr. Greenwood said 35 – 40 and it will remain, for the time, dirt parking.

Mr. Wilson said there has been brief talks about some additional help with paving and curbing and turning it into a parking area.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 14-020 accepting the 1.6 acres land donation from Greentsone-Kootenai, Inc. at the Coeur d'Alene Soccer Complex.

Item 2. Acceptance of sponsorship to include naming and donations for Ramsey Field and McEuen Park.
(Consent Resolution No. 14-020)

Bill Greenwood, Interim Parks Director, is recommending City Council acceptance of sponsorships with naming rights and donations at Ramsey Field and McEuen park. Mr. Greenwood noted in his staff report that with private and public partnerships becoming more prevalent, they saw an opportunity to help offset park costs and create greater public ownership. Sponsorships needing acceptance are Thorco Field for \$20,000 for 8 years at Ramsey Park; SS Kiwanis for \$35,000 for 15 years at McEuen Park; Rotary Harbor House for \$50,000 for 15 years; and the Avista Pavilion for \$100,000 for 30 years. Mr. Greenwood said Intermax would like to provide free internet service for the entire park for 5 years. Parkwood Business Property is providing a \$50,000 donation for the construction of the Sundial along Front Street.

Councilmember Evans asked Mr. Greenwood if he anticipates any more coming in. Mr. Greenwood said some smaller ones have been trickling in. There is a lot of momentum out there and people are civic minded, so yes. An example is Coeur d'Alene Pediatric Group came up about a week ago and donated money to sponsor the

sand area at the playground. They were really excited that the playground has handicap accessibility. They will be recognized there with a plaque for their donation. Other folks are talking about sponsoring benches. They are also working on sponsoring two Osprey cams on two separate poles.

Councilmember Adams asked about the signage at Thorco Field. Does the City pay for that signage? Mr. Greenwood said it is all part of the package. For the Avista Pavilion, they are going to provide the signage as approved by the City.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 14-020 approving the acceptance of sponsorships to include naming rights and donations at Ramsey Field and McEuen Park as presented in the Staff Report

Item 3. Approval of recommendation of Welch Comer for the 4-Corners BLM Master Plan Contract.
(Agenda)

Bill Greenwood, Interim Parks Director, is requesting Council approval to endorse the RFQ Selection Committee's recommendation of Welch Comer and authorize staff to enter into an agreement to write the Four Corners / BLM Master Plan. Mr. Greenwood noted in his staff report that on February 18, 2014 Council approved staff to take the information gathered to develop and create a Request for Qualifications. The RFQ selection committee conducted interviews with 3 firms on May 15th. Mr. Greenwood also noted that with the approval of the selection committee's recommendation staff would negotiate an agreement with Welch Comer and return to Council for approval. The selection firm would have several public meetings and surveys over the next few months in order to gather more public comments. The firms' completion date for the Master Plan is October 24, 2014 with Council's final approval and adoption of the plan on December 2nd.

Councilmember Adams asked Mr. Greenwood to confirm that this is just the first step and that planning commitments are down the road. Mr. Greenwood said that is correct. This is strictly to write the plan. The plan is a road map, if you will, for the future to identify possible phasing, all the possibilities, and then how those will be integrated into a fluid plan. Then they will look for funding.

Councilmember Adams asked if the funding for this plan is in the current budget. Mr. Greenwood said yes and LCDC is helping with that. They are looking for additional partners to help pick up a percentage to fund the entire plan.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council approve the RFQ Selection Committee's choice of Welch Comer and authorize staff to negotiate an agreement to write the Four Corners/BLM Master Plan.

Item 4. Approval of rental agreement for an East Sherman Police Sub-Station.
(Resolution No. 14-021)

Chief Ron Clark, Police Department said they are looking at enhancing police services in the East Sherman area of the city. They've gone through some strategic planning for this purpose. Chief Clark noted in his staff report that the PD was moved north to Schreiber way in 1999 and since then there has been a disconnect to the downtown area. Over the past several years there have been many discussions over the amount of perceived and documented crime in the southeast portion of the city and the lack of a Police presence. Staff is proposing a police substation at 1424 E. Sherman Avenue. The substation would give officers a location on the southern end of town to contact citizens, handle low priority calls, as well as, provide a location to complete daily crime

reports. Not only would Police have a visible presence, the citizens would have a location on the south end of the city to contact the police. The southern portion of the city has several events and the population can swell. There has been an increase in transient and homeless individuals that have created an increase in police related calls for service. The south eastern portion of Coeur d'Alene is home to a few structures used for transitional housing, as well as the Fresh Start homeless shelter. We feel it is necessary to have a facility located in the Southeast part of the city to provide better police services. The proposed location is a privately owned professional building. Space has been made available on the buildings northeast side facing Sherman Avenue. This would allow Coeur d'Alene Police to construct a "store front" entrance for our citizens and visitors. There is plenty of off street parking on the west side of the building. The space being considered is approximately 864 square feet of office space, which the City would commit to rent for 5 years. In order to make this a fully functional police substation for five years, several infrastructure additions would need to be made, as well as modifications. The total cost of equipment and infrastructure would be approximately \$45,000. The monthly operating expenses (Rent and Utilities) would be approximately \$1,590. The first year expenses and rent would be paid for out of Police Department salary savings.

Councilmember Evans asked if they looked at more than one location. Chief Clark said they looked at four locations to see what would be the best fit for their needs. This was the best fit in the sense that it doesn't need as much interior or exterior work. It is already a functioning office space.

Councilmember Adams restated that this was a high priority item coming out of strategic planning for Council as well as the Police Department. He asked if this is being well received with the Police Department. Chief Clark said it has been well received in its totality, staff, council, and in the community.

Councilmember Adams said there is nobody that lives, works, or owns property in the entire east Sherman area, for 8 blocks in any direction, that is opposed to this. His office is a block away from the site and this is definitely a welcome addition.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 14-021 authorizing the expenditures to have a police substation at 1424 E. Sherman Avenue and approving a lease agreement with Eastlake L.L.C.

The meeting adjourned at 12:25 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

GENERAL SERVICES COMMITTEE STAFF REPORT

Date: May 19, 2014
From: Bill Greenwood, Interim Park Director
SUBJECT: Four Corners/ BLM Master Plan RFQ

DECISION POINT:

Recommendation to City Council to endorse the RFQ Selection Committees' recommendation of Welch/Comer and authorize staff to enter into an agreement to write the Four Corners/BLM Master Plan.

HISTORY:

January 2, 2103 City Council authorized staff to begin a lease process with the Bureau of Land Management for 29 acres of land that is located west of Northwest Boulevard between Memorial Field and the Riverstone Subdivision. In order for the City to qualify for this lease a master plan was required by BLM to demonstrate our intended use of the 29 acres. On May 20, 2013 Park and Recreation Commission began stakeholder and public meeting to gather information and input from the community on how this property could be used. On February 18, 2014 Council approved staff to take the information gathered to develop and create a Request for Qualifications. Staff advertised for the RFQ's on April 18th and closed on May 2nd. The RFQ Selection Committee conducted interviews with 3 firms on May 15th with this recommendation from those interviews.

FINANCIAL ANALYSIS:

The approximate cost for the plan is about \$125,000 with LCDC willing to fund 75% of the plan and the remaining 25% will come from the City and other partners.

PERFORMANCE ANALYSIS:

With the approval of the selection committee's recommendation the city would enter into a contract on June 5th. The selected firm would have several public meetings and surveys over the next few months in order to gathering more public comments. The firms' completion date for the Master Plan is October 24, 2014 with Council's final approval and adoption of the plan on December 2nd.

DECISION POINT/ RECOMMENDATION:

Recommendation to City Council to endorse the RFQ Selection Committees' choice of Welch/Comer and authorize staff to enter into an agreement to write the Four Corners/BLM Master Plan.

**CITY COUNCIL
STAFF REPORT**

DATE: May 21, 2014

FROM: Ron Clark
Chief of Police

SUBJECT: Develop a Police Substation at 1422 E. Sherman Avenue

Decision Point: To acquire rental space at 1424 E. Sherman Avenue to develop and maintain a police department substation.

History: In June 1999 the Coeur d'Alene Police Department relocated to 3818 Schreiber Way in the northwest area of the City. The previous Police Department location was in the lower level of City Hall located at 710 Mullan Avenue. The Coeur d'Alene Police also occupied office space at Harbor Center where the Investigations Division was located. Other than the City Park substation, used during the summer months and for special events, police presence in the southern portion of the city has been through routine patrol and dispatched calls for service.

Over the past several years there have been many discussions over the amount of perceived and documented crime in the southeast portion of the City and the lack of a Police presence. I am proposing the implementation of a police substation at 1424 E. Sherman Avenue. The substation would give officers a location on the southern end of town to contact citizens, handle low priority calls, as well as, provide a location to complete daily crime reports. Not only would Police have a visible presence, the citizens would have a location on the south end of the City to contact the police. The southern portion of the City has several events and the population can swell. There has been an increase in transient and homeless individuals that have created an increase in police related calls for service. The south eastern portion of Coeur d'Alene is home to a few structures used for transitional housing, as well as the Fresh Start homeless shelter. We feel it is necessary to have a facility located in the Southeast part of the city to provide better police services.

The proposed location is a privately owned professional building and currently houses several attorney offices. Space has been made available on the buildings northeast side facing Sherman Avenue. This would allow Coeur d'Alene Police to construct a "store front" entrance for our citizens and visitors to contact their police as needed. There is plenty of off street parking on the west side of the building.

Financial Analysis: The space being considered is approximately 864 square feet of office space, which the City would commit to rent for 5 years. In order to make this a fully functional police substation for five years, several infrastructure additions would need to be made, as well as modifications. The total cost of equipment and infrastructure would be approximately \$44,056. The monthly operating expenses (Rent and Utilities) would be approximately \$1414.00. Attached is a detailed budget outlining the overall cost to implement the substation. The first year expenses and rent would be paid for out of Police Department salary savings.

Performance Analysis: Police, City Administration, and the community endorse the need for a presence within the southern area of town. This substation would provide the visibility needed and could enable police to respond to emergencies in a more expedient manner. This facility could also be used more extensively as a Community Resource Officer office space or as needed by Coeur d'Alene Police.

Quality of Life Analysis: The goal of this proposal is to provide a location within the southern area of Coeur d'Alene City that is a permanent structure, easily accessible by police, and allows for a continued safety presence visible by our citizens. This location would be utilized year round and would provide a visible police presence in the southern area of town. On a daily basis police officers and volunteers would occupy the building and provide safety information to the general public, as well as the handling calls for service.

Decision Point: To enter into a rental agreement and authorize the expenditures to have a police substation at 1424 E. Sherman Avenue.



Station #2 Estimated Costs

Network Hardware:					
Description	Type	Quantity	Price Per Unit	Total Costs	Notes
2 LX/Singlemode Fiber Optic SFP @ \$560 each	Singlemode Fiber Optic SFP	2 \$	560.00	\$ 1,120.00	Hardware to connect the fiber from Fatbeam to the internal network of the sub-station
24 port switch with HP Procurve 292-24GOPOE	24 port switch	1 \$	1,560.00	\$ 1,560.00	To make the network talk to devices within the sub-station and allow for video camera surveillance to be taken
Cisco	ASA 55810 w/Security Plus	1 \$	3,300.00	\$ 3,300.00	A firewall that is required by CJIS to allow access to ILETA data
Fiber patch cables		1 \$	90.00	\$ 90.00	Cabling required
Installation of cable		1 \$	1,000.00	\$ 1,000.00	We may be able to use existing cables in the office which would reduce this cost
Locking switch cabinet		1 \$	250.00	\$ 250.00	Cabinet that holds the above equipment and must be lockable per DJIS policy
Phones		3 \$	175.00	\$ 525.00	VoIP phones that will connect to our server at City Hall. May want to budget a 4th
Ruckus	Wireless Access Point Model 7362	1 \$	500.00	\$ 500.00	To allow officers to upload at the sub-station
Fatbeam Fiber		1 \$	2,000.00	\$ 2,000.00	
Ttl. Network Hardware Costs			\$ 10,345.00		
Computer Hardware:					
Description	Type	Quantity	Price Per Unit	Total Costs	Notes
Network printer		2 \$	650.00	\$ 1,300.00	
Workstations		6 \$	1,000.00	\$ 6,000.00	Original numbers were for three (3) stations
Ttl. Comp. Hardware Costs			\$ 7,300.00		
Cameras:					
Description	Type	Quantity	Price Per Unit	Total Costs	Notes
Cameras		4 \$	1,500.00	\$ 6,000.00	Lobby, front door, rear parking - alley side
Form for PZ to run		1 \$	375.00	\$ 375.00	
Increased storage on current server		1 \$	375.00	\$ 375.00	Allows for 7-14 days of recording
Installation		1 \$	375.00	\$ 375.00	
Monitor		1 \$	375.00	\$ 375.00	
Ttl. Camera Costs			\$ 7,500.00		
Interior:					
Description	Type	Quantity	Price Per Unit	Total Costs	Notes
Conference Room Table		1 \$	750.00	\$ 750.00	
Conference Room Chairs		6 \$	233.17	\$ 1,399.02	
Computer Desks		4 \$	729.00	\$ 2,916.00	
Front Desk		1 \$	1,320.00	\$ 1,320.00	
Computer Chairs		5 \$	247.00	\$ 1,235.00	
Window Tinting		1 \$	1,200.00	\$ 1,200.00	Tint Works
Interior Wall & Door		1 \$	3,200.00	\$ 3,200.00	
Ttl. Interior Costs			\$ 12,020.02		
Exterior:					
Description	Type	Quantity	Price Per Unit	Total Costs	Notes
8'x4' Single sided econo dibond		1 \$	1,120.00	\$ 1,120.00	Printed reflective vinyl & DOL 6060 Anti-Graffiti Laminate
24"x4" Plotted white IJ40 vinyl		1 \$	15.75	\$ 15.75	Coeur d'Alene Police Department and 10"x10" printed IJ40 & 3420 gloss UV laminate Police Badge
Art Time & Set Up Fees		1 \$	75.00	\$ 75.00	
Power for lighting sign		1 \$	1,200.00	\$ 1,200.00	Classic Electric
Front Door		1 \$	1,350.00	\$ 1,350.00	Modern glass - Estimated cost
Electronic door lock		1 \$	1,100.00	\$ 1,100.00	Shull's Lock and Keys estimate
Labor and materials for mounting sign		1 \$	300.00	\$ 300.00	Building maintenance cost
Call box phone and install		1 \$	916.99	\$ 916.99	
Window Tinting		1 \$	1,200.00	\$ 1,200.00	Tint Works
Ttl. Exterior Costs			\$ 7,277.74		
Monthly Operating Costs:					
Description	Type	Quantity	Price Per Unit	Total Costs	Notes
Monthly Rent		1 \$	1,040.00	\$ 1,040.00	
Utilities		1 \$	50.00	\$ 50.00	
Fiber cable		1 \$	500.00	\$ 500.00	
Ttl. Monthly Operating Costs			\$ 1,590.00		

Total Costs for Project \$ 46,032.76

OTHER BUSINESS

STAFF REPORT

DATE: **May 28, 2014**

TO: **City Council**

FROM: **Steve Anthony, Recreation Director**

SUBJECT: **Agreement with Salvation Army for Lifeguard Services**

Decision Point:

Should the City Council authorize the Recreation Department to negotiate an agreement with the Salvation Army to provide Lifeguard services at City Beach.

History:

The City of Coeur d'Alene has provided Lifeguard services at City Beach for over 50 years. The City started advertising and accepting applications for Lifeguards in February. Over a four month period, the city received only four (4) applications. Three of the four applicants have not finished their certification course. The Recreation Department needs a staff of approximately 10 people to properly supervise the beach.

Financial Analysis:

The agreement with the Salvation Army in the amount of \$22,000.00 would be for the summer of 2014. This amount is approximately what the city spent on this service in 2013. The city would lease all safety equipment presently located at City Beach Lifeguard Shack to the Salvation Army for \$1.00.

Performance Analysis:

City staff has met with the Kroc Center/Salvation Army staff and feels that a contract with the Salvation Army for lifeguard services would be an appropriate resolution to the need for lifeguards on City Beach. The Kroc Center aquatic center has a lifeguard staff and would be able to provide this service during the summer months. Their aquatic management has previously worked at City Beach and understand the operation of the beach.

Decision Point:

Should the City Council authorize the Recreation Department staff to negotiate an agreement with the Kroc Center for 2014 Lifeguard services at Coeur d'Alene City Beach in the amount of \$22,000.00.

RESOLUTION NO. 14-021

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING AN AGREEMENT FOR LIFEGUARD SERVICES AT COEUR D'ALENE CITY
BEACH WITH THE SALVATION ARMY - KROC CENTER.**

WHEREAS, the Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Lifeguard Services, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 3rd day of June, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____

**AGREEMENT FOR LIFEGUARD SERVICES
AT Coeur D'Alene CITY BEACH**

THIS AGREEMENT made and entered into this 3rd day of June, 2014, 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 the **SALVATION ARMY**, a corporation duly organized and existing under the by virtue of the laws of the state of _____, with its principal place of business at _____, hereinafter referred to as the “Contractor,” jointly referred to as the “parties.”

IN CONSIDERATION of the terms and conditions contained herein the parties agree as follows:

1. Work to Be Performed. Contractor will provide lifeguard services at the City Beach Swim Area (depicted on the attached Exhibit “A”, which by this reference is incorporated herein) from June 16th, 2014 to August 18th 2014. Lifeguard services will be provided daily between the hours of 11:00 a.m. to 6:00 p.m. unless the City’s Recreation Director, or his or her appointed designee, determines that weather conditions prohibit opening the swim area for use. Except as provided in Section 5 below, the Contractor will provide all labor, services, materials and supplies to perform all duties contemplated by this Agreement. Contractor will also be responsible for installing the buoy line around the swim area prior to the June 16th opening and removing the buoy line on the evening of August 18th. Contractor is expected to self-monitor and self-report issues of non-compliance under this Agreement. Contractor is further expected to promptly cure any failure in performance under this Agreement.

2. Contractor's Representation and Standards. The City has relied upon the qualifications of the Contractor in entering into this Agreement. By execution of this Agreement, Contractor represents it possesses the ability, skill and resources necessary to perform the work and is familiar with all current laws, rules and regulations which reasonably relate to the work . The Contractor agrees that it will comply with all requirements for Waterfront Skills training established by United States Lifeguarding Association a copy of which is attached hereto as Exhibit “B” and by this reference is incorporated herein.

3. Term of Contract. The term of this Agreement is from June 5, 2014 to August 20, 2014. By mutual agreement the parties may agree to extend this Agreement for additional one year terms.

4. Compensation. The City agrees to pay the Contractor Twenty Two Thousand Dollars and no/100 (\$22,000.00) as full compensation for performing the services contemplated by this Agreement. The City will make an initial payment of \$18,000.00 on June 17th, with the balance of \$4,000.00 due on August 19th.

5. Use of City Equipment. As further consideration for this Agreement, the City agrees to allow Contractor full use of the City’s safety equipment for providing the services contemplated by this Agreement. A full list of the safety equipment is attached as Exhibit “C”, which by this reference is incorporated herein. Contractor agrees to maintain all equipment in good working order and to return all equipment to the City in the same condition, reasonable wear and tear excepted.

6. Notice and Contact Person. The City's Recreation Director or his or her designee will be the primary contact person for the City for any issues regarding this Agreement. The Contractor's primary contact person is _____ . In the event that either party changes their appointed primary contact person, they will provide written notice to the other party at the address listed below. The Contractor agrees to maintain a local contract person (within the City limits) during the term of this Agreement.

All notice will be given in writing as follows:

TO THE CITY:

Name: Renata McLeod, City Clerk
Phone Number: (208) 769-2300
Address: 710 E Mullan Ave.
Coeur d'Alene, ID 83814

TO THE CONTRACTOR:

Name:
Phone Number:
Address:

7. Applicable Laws and Standards. The parties, in the performance of this agreement, agree to comply with all applicable Federal, Idaho State and City laws ordinances and regulations.

8. Relationship of the Parties. It is hereby understood, agreed and declared that the Contractor is an independent Contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved, and that the right to control the particular manner, method and means of the work is solely within the discretion of the Contractor. Any and all employees who provide services to the City under this Agreement are deemed employees of the Contractor. The Contractor is solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

9. Insurance. Contractor will procure and maintain for the duration of the Agreement, liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The insurance must name the City as one of the insureds and provide for coverage up to One Million Dollars (\$1,000,000) for property damage or bodily 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. The Contractor must file a certificate of insurance, acceptable to the City Attorney, providing at least thirty (30) days written notice to the City prior to cancellation of the policy with the office of the City Clerk. Contractor's maintenance of insurance as required by the Agreement does not limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Workers Compensation. Contractor agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor will furnish to the City, prior to commencement of the work, 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.

11. Indemnification and Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of work contemplated by this Agreement except for injuries and damages caused solely by the negligence of the City.

12. Criminal Background Checks. Contractor agrees that it shall not assign or direct any person to work, as an employee or as a volunteer, at City Beach Swim Area in the performance of this Agreement unless that person has passed a criminal background check by an agreed upon entity that performs criminal background checks as part of its regular services.

13. Equal Employment Opportunity. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or identity or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or identity or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor will keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

14. Assignability. Contractor may not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Contractor may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

15. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

18. Written Amendment. Any addition, deletion or modification to this Agreement shall not be binding on either party except by written amendment executed by both parties.

19. Headings. Descriptive headings contained in this Agreement are for convenience and are not intended as substantive portions of this Agreement. Such headings shall have no effect upon the construction of this Agreement.

20. Attorney's Fees. If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief available at law or equity.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO**

SALVATION ARMY

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of June, 2014, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

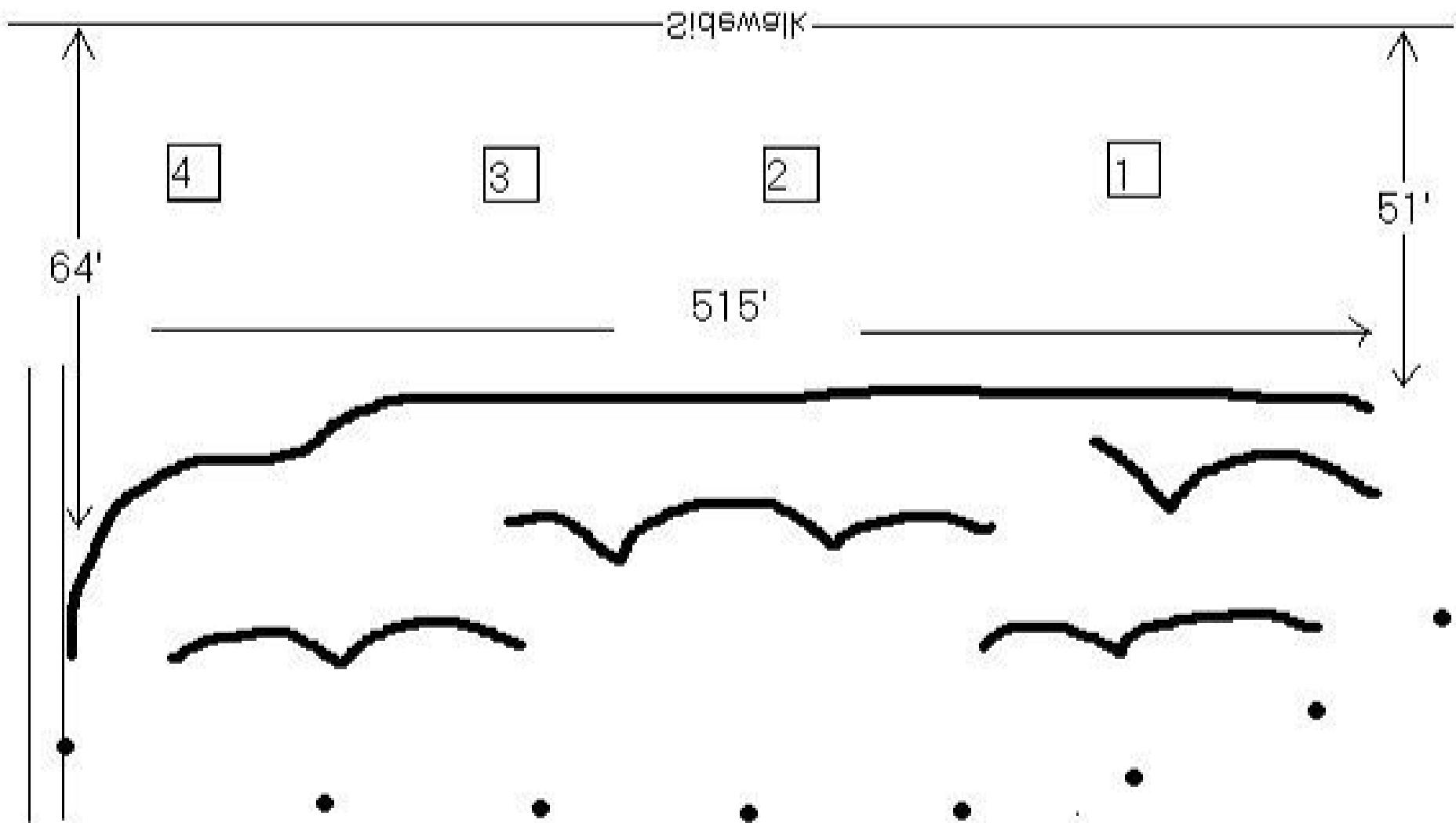
Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of June, 2014, before me, a Notary Public, personally appeared _____, known to me to be the _____, of The Salvation Army, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____
My Commission Expires: _____



Full Manual is available in the Recreation Dept.

OPEN WATER LIFESAVING

THE UNITED STATES LIFESAVING ASSOCIATION MANUAL



SECOND EDITION
B. CHRIS BREWSTER, EDITOR

From: Lydia Madrid <lydia.madrid@usw.salvationarmy.org>
Sent: Tuesday, May 27, 2014 9:00 PM
To: ANTHONY, STEVE
Subject: RE: Ig applicants

Hi Steve,

I did notes at the end of the year last year but I don't think I did a formal inventory at that time.

Here's what I had:

Bullhorns: 4/6 in good working condition. The sirens work on all 6 but the two yellow ones screech when turned up more than halfway.

Radios: Pretty touch and go. Probably 2 decent ones, but the battery packs on most of them are worn out. They do not hold their charge.

Chairs: 3/4 are in good condition. We did a duct tape patch on the corner seam of one of them to hold the back up, but it is not the greatest fix and repeatedly slipped with the heat and the dust.

Rescue boards: 6/6 in good condition.

Jump bag: pockets, zippers, in good condition, strap is in good condition

Clipboards: good condition

Backboard: good condition

Tubes : good condition

Fanny packs: good condition

First aid packs: good condition

Land line phone: working condition

Wireless land line phone: Works as long as it's withing 20 or so feet from the base. Does not work reliably out on the stands.

Rules signs: 2/2 in good condition.

O2 tank: needs refilling

Watches: 2/4 work

Ladders: good condition

First Aid supplies: good condition (not sure about sunscreen, though)

Boundary flags: good condition

Dive equipment: 6 pairs of fins in various sizes, a couple unmatched fins, 4 pairs of goggles and 4 snorkels (goggles and snorkels are not matched sets)

Buoy line: fair condition - we never got the replacement rope from Ironman after their PWC sliced it, so it's shorter than it has been in the past, but functional with the chain Mike added on. The buoys themselves are in fair condition, ideally I would suggest we paint the larger buoys a high-viz color so that they are more easily seen.

Stands:

All stands/ladders could do to be painted.

-**Stand 3** is in sub-standard shape. It's got a crack/weakness in the east side vertical post that supports the awning that makes the awning appear to lean forward slightly. Nails are loose on the West side. Planks seem secure. Some dry rot on the south side cross support under the platform. Loose nails on the East side as well.

-**Stand 4** is in fair shape. Planks seem secure and nails look tight. Some dry rot on the North side back supporting beams.

-**Stand 2** is in fair shape. Some wiggling on a loose support on the North side supporting beams. Nails are tight, planks are seem secure. Some dry rot/decay present in the planks.

-**Stand 1** is in good shape. Planks seem to be secure and nails are tight.

Please let me know if you need anything else!

Regards,

Lydia Madrid
Aquatic Lead
The Salvation Army Ray and Joan Kroc Community Center
Coeur d'Alene, ID
Aquatics: 208.763.0657
www.kroccda.org

-----"ANTHONY, STEVE" <STEVEA@cdaid.org> wrote: -----
To: 'Lydia Madrid' <lydia.madrid@usw.salvationarmy.org>
From: "ANTHONY, STEVE" <STEVEA@cdaid.org>
Date: 05/27/2014 12:36PM
Subject: RE: Ig applicants

Lydia, did you do an inventory of our equipment and supplies at the end of last season?

Steve

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2014

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Encroachment Agreement for Stuart and Callie Cabe (801 E. Young Ave.)

DECISION POINT:

Approve an encroachment agreement.

HISTORY:

Stuart and Callie Cabe own the duplex at 801 E. Young Ave. The Cabe's recently completed a complete restoration of the structure including constructing a deck over pre-existing concrete retaining walls that create an access point to the building's basement. The Cabe's built the deck, which can be detached and removed, in order to make the structure safer. The retaining walls have existed for decades and encroach into city right of way. In order to complete the Certificate of Occupancy for the building, an encroachment agreement for the new construction (deck) is necessary. The City has no current plans to further improve Young Ave. and at this point the encroachment is not interfering with the public's use of Young Ave.

FINANCIAL ANALYSIS:

There is no quantifiable financial impact to approving the agreement. Under the agreement, the applicant bears all costs for removal of the encroachment in the future if the City ever needs to use the right of way.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

The retaining walls have existed for many years and the new deck makes the structure safer without encroachment beyond the retaining walls.

DECISION POINT/RECOMMENDATION:

Approve the encroachment agreement to allow the Cabe's to maintain a deck constructed in City right of way on top of pre-existing concrete retaining walls.

RESOLUTION NO. 14-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN ENCROACHMENT AGREEMENT ON THE PUBLIC RIGHT-OF-WAY FOR CONSTRUCTION AND MAINTENANCE OF A WOODEN DECK STRUCTURE ON TOP OF THE PRE-EXISTING CONCRETE WALLS LOCATED AT 801 E. YOUNG AVENUE.

WHEREAS, the Legal Department is recommending approval of an Encroachment Agreement to encroach on public right-of-way as described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve said Encroachment Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that Stuart and Callie Cabe is hereby granted the encroachment described above, a copy of which is attached hereto as Exhibit "A".

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

DATED this 3rd day of June, 2014

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

ENCROACHMENT AGREEMENT

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to Stuart and Callie Cabe, husband and wife, hereinafter referred to as the "Permittee", to encroach into the public right-of-way of 8th Street at the property addressed as 801 E. Young Ave, Coeur d'Alene, ID, 83814.

This approval is given upon the following terms:

1. This approval is granted solely for the construction and maintenance of a wooden deck structure on top of the pre-existing concrete walls. The deck may not encroach more than nine feet into the right of way for a length of eleven feet.
2. The City shall have the right to terminate this permit at the expiration of 180 days after giving written notice to the "Permittee" at the address listed above, of the City's intention to terminate this agreement. The Permittee shall be deemed to have received such written notice when such notice addressed to the Permittee at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto and certified. The Permittee shall remove such encroachment within 180 days of receiving such notice. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, at the Permittee's cost, within such time, the City may remove the same and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permission is limited.
4. The Permittee shall hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit. The Permittee without delay shall obtain and thereafter shall maintain, at all times, liability insurance naming the City as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily 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 under Chapter 9, Title 6, Section 24 of the Idaho Code.

5. The Permittee shall furnish the City certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation now or in the future shall be borne by Permittee. During the term of this permit, Permittee shall maintain the encroachment described in this agreement in manner and condition acceptable to the City. Should the City, its agents, or employees in any manner damage the encroachment or any other improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City. Permittee further agrees that they shall not hold the City, its officers, agents, or employees liable for any such damage to the encroachment and necessary appurtenances; if any, on City's property.

7. Permittee agrees Permittee will not encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded.

8. The Permittee shall comply with all laws affecting the property described herein.

9. This agreement shall be binding on the Permittee, their heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.

10. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this approval as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 3rd day of June, 2014.

CITY OF COEUR D'ALENE

PERMITTEE

Steve Widmyer, Mayor

Stuart Cabe

Callie Cabe

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
)
) ss.
County of Kootenai)

On this 3rd day of June, 2014, before me a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at:
My commission expires:

STATE OF IDAHO)
)
) ss.
County of Kootenai)

On this ___ day of June, 2014, before me a Notary Public, personally appeared **Stuart Cabe and Callie Cabe**, known to me to be the persons whose names are subscribed to the within 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.

Notary Public for Idaho
Residing at:
My commission expires: