



# Coeur d'Alene

## CITY COUNCIL MEETING

*May 16, 2006*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL  
MAY 2, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall May 2, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION** was led by Pastor Tom Weadick, Vineyard Christian Fellowship Church.

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

**PROCLAMATION – NATIONAL BIKE MONTH:** Pedestrian/Bike Committee Chairman Vern Newby announced that May is the Bike to Work Month. He reminded that bicycles and vehicles are both designed for use on roadways and both cyclists and motorists need to be conscious of both types of vehicles operating on the road. The week of May 15<sup>th</sup> through May 19<sup>th</sup> is Bike to Work week and Chairman Newby encouraged all residents to ride their bikes during that week. Councilman Goodlander read the proclamation on behalf of Mayor Bloem announcing that May is Bike Month in the City of Coeur d'Alene. Councilman Goodlander complimented Vern Newby for his work as Chairman of the Committee and she also complimented City Attorney Mike Gridley for all his support of the bike trails being created in the City.

**PUBLIC COMMENTS:**

**EAST SIDE HIGHWAY DISTRICT OVERRIDE LEVY:** Dick Edinger, Eastside Highway District Board Chairman, announced that the East Side Highway District is having a levy election on May 23<sup>rd</sup>. He expressed his thanks to Councilman Reid and Edinger for their support of this override. He also commended Mayor Bloem, the City Council and the staff of the City for obtaining the Kroc Center in Coeur d'Alene and presented a check in memory of his deceased daughter to be used as part of the matching fund of the new Kroc Center.

**BMX SAFETY CLINIC:** Terrence Northington, 1315 W. Harrison, announced that there will be a BMX Safety Clinic for all the children in the community especially from ages 5-12. The focus of the training is to orient them to the safe use of the new BMX tracks at Cherry Hill Park. The sponsors of the event include the BMX of North Idaho, the City of Coeur d'Alene, Ford Ironman of Coeur d'Alene, and the City's Fire Department. He noted that they will be giving out free helmets as part of this clinic. He exhibited a copy of the certificate that will be given to each child who completes the program and requested that the Mayor sign these certificates. Early registration is recommended and the registration forms can be picked up at the City's Recreation Dept. or on-line at North Idaho BMX. The clinic will be held on Saturday, May 6<sup>th</sup> at 10:00 a.m. Councilman McEvers introduced the television clip that was then shown notifying the residents of this clinic. Councilman Edinger reported that he attended the Arbor Day Celebration last weekend and noted that there were children from the BMX Park who participated in planting some trees in the area. Councilman Hassell commended Terrence for his group's efforts in following through with accomplishing what they had originally requested from the Council. Terrence announced that Mr. Mike Cluse donated a great deal to the park by doing a lot of excavation and creating the park without charging for his services. Councilman Reid noted that although she is a resident on Cherry Hill, she has not heard any noise from this park.

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

1. Approval of minutes for April 6, 13, 18, 19, 2006.
2. Setting the Public Works Committee and General Services Committee meeting for May 8, 2006 at 4:00 p.m.
3. RESOLUTION 06-021: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AUTHORIZING AN AUCTIONEERS CONTRACT WITH MR. AUCTION FOR THE CITY'S SURPLUS AUCTION; AUTHORIZING THE DESTRUCTION OF RECORDS FOR THE FIRE DEPARTMENT & HUMAN RESOURCES DEPARTMENT; AUTHORIZING STAFF TO REJECT BIDS FOR THE CENTRAL IRRIGATION SYSTEM AND AUTHORIZE STAFF TO SOLICIT PROPOSALS; AUTHORIZING A MEMORANDUM OF AGREEMENT FOR GRANT WRITER; AUTHORIZING A COOPERATIVE MAINTENANCE AGREEMENT WITH POST FALLS HIGHWAY DISTRICT FOR SELTICE WAY AND GRAND MILL LANE INTERSECTION.
4. Authorizing sole source procurement for field lighting at Ramsey II.
5. SS-4-06 – Final plat approval for Canfield Court Condominiums.
6. Beer/Wine license transfer for Chili's at 482 W. Sunset Ave.

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

**CONGRATULATIONS EXPRESSED:** Councilman Reid congratulated a grandson Alex Capaul for pitching a no-hitter for Lake City High School. She also sent a welcome to her newest grandson, Avery.

**RON RANKIN MEMORIAL PLAZA CEREMONY:** Councilman Kennedy announced that on Wednesday, May 3rd at 6 p.m. the County will be adding the names of 30 area veterans to the Ron Rankin Memorial Plaza and encouraged residents to attend and honor the Kootenai County veterans who served us so well over the years.

**LIBRARY BUILDING BIDS:** Councilman Goodlander announced that on Thursday, May 4<sup>th</sup> bids will be opened at 4:00 p.m. for the construction of the new Library building. She added that the Library Foundation has raised \$1.3 million dollars. She expressed her thanks to the residents that have generously contributed to the various projects in the City.

**KROC COMMUNITY CENTER:** Mayor Bloem expressed her gratitude to Joan and Ray Kroc for their generosity and she thanked the Salvation Army for knowing who to give the funds to. She also thanked the community noting that because of this community it is what made the difference in getting the \$60 million Kroc Community Center in Coeur d'Alene.

ORDINANCE NO. 3252  
COUNCIL BILL NO. 06-1008

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTION 2.66.040 ENTITLED *APPEAL BOARD*; REPEALING SECTION 10.27.050 ENTITLED *APPEAL TO PARKING COMMISSION APPEAL BOARD* AND ADDING A NEW SECTION 10.27.050 ENTITLED *APPEAL*; TO CHANGE THE APPEAL PROCESS FOR PARKING VIOLATIONS FROM AN IN-PERSON APPEAL HEARING TO A WRITTEN APPEAL PROCESS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 06-1008.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 06-01008 by its having had one reading by title only.

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

**PARKING LOT LIGHTS AT INDEPENDENCE POINT:** Motion by Goodlander, seconded by Edinger to authorize staff to proceed with the funding and installation of additional parking lot lights at Independence Point. **DISCUSSION:** Councilman Reid noted that most of the problem comes not from our youth but 20+ year-olds who come from neighboring cities. Councilman Goodlander added that this situation does make it uncomfortable for our own children to congregate in this area. Motion carried.

ORDINANCE NO. 3253  
COUNCIL BILL NO. 06-1010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY ADDING A NEW SECTION 15.06.060, ENTITLED *USE OF EXPLOSIVES*; REQUIRING THAT A BLASTING PERMIT BE OBTAINED FROM THE CITY PRIOR TO USING ANY EXPLOSIVES WITHIN THE CITY LIMITS; ESTABLISHING CRITERIA FOR ISSUING A PERMIT INCLUDING INSURANCE, PRE-BLASTING INSPECTIONS AND NOTIFICATION, MONITORING AND ESTABLISHING THAT A VIOLATION OF THIS SECTION SHALL BE A MISDEMEANOR PUNISHABLE BY A FINE OF THREE HUNDRED DOLLARS OR IMPRISONMENT FOR SIX MONTHS OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Deputy Fire Chief Jim Washko reported that some of the new developers are using blasting as a method of preparing hillside land for construction. This ordinance is to place some regulations so this method is used as a last resort process for demolition.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 06-1010.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 06-1010 by its having had one reading by title only.

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

ORDINANCE No. 3254  
COUNCIL BILL NO. 06-1011

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 15.06.040 REQUIRING THAT KEY LOCK BOXES BE INSTALLED ON THE EXTERIOR OF

COMMERCIAL AND MULTI-FAMILY RESIDENTIAL STRUCTURES AND ESTABLISHING THAT A VIOLATION OF THIS SECTION SHALL BE A MISDEMEANOR PUNISHABLE BY A FINE OF THREE HUNDRED DOLLARS OR IMPRISONMENT FOR SIX MONTHS OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Deputy Fire Chief explained that by incorporating this lock box system, it would allow the Fire Department to have less obtrusive access to various buildings. In response to Councilman McEvers question, the key boxes will only be used on high-level buildings since, without this type of firefighter access, it will cause delays for firefighters which would result in costlier damage to the property in case of a fire. Councilman Hassell and Edinger recounted incidences where this type of access would have been beneficial.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 06-1011.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 06-1011 by its having had one reading by title only.

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

ORDINANCE NO. 3255  
COUNCIL BILL NO. 06-1012

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 15.06.050 REQUIRING THAT FIREFIGHTER EQUIPMENT ROOMS BE PROVIDED IN ALL NEW BUILDINGS OVER TEN (10) OR MORE STORIES AND OTHER LARGE BUILDINGS AND ESTABLISHING LOCATION AND DESIGN CRITERIA FOR THE EQUIPMENT ROOMS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Deputy Fire Chief explained that firefighters would be carrying up to 100 lbs. of equipment up several flights of stairs in high rise buildings. These equipment closets would allow the firefighter to conserve some of their energy for fighting the fires by storing some of the heavy equipment in them. Councilman Edinger asked if the McEuen Towers had these equipments closets. Deputy Chief Washko responded that they did not. Councilman McEvers asked if this is a benefit to the building owners. Jim Washko

responded this is more a life safety issue for the firefighters. He noted that the regulations require an equipment closet at the 10th floor from the lowest ground level floor and then every five floors above that. Councilman McEvers noted that the City would maintain the inventory of firefighter equipment housed in the closets.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 06-1012.

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

Motion by Edinger, seconded by Reid to suspend the rules and to adopt Council Bill No. 06-1012 by its having had one reading by title only.

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

#### RESOLUTION NO. 06-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE FOR THE POSITION OF LIBRARY ELECTRONIC INFORMATION SYSTEMS COORDINATOR PAY GRADE 6 TO THE INFORMATION TECH COORDINATOR PAY GRADE 8 AND AMEND THE TITLE OF CITY ENGINEER TO DEPUTY ENGINEERING SERVICES DIRECTOR.

Motion by Edinger, seconded by Reid to adopt Resolution 06-030.

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

**EXECUTIVE SESSION:** Motion by Reid, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345, SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive Session at 6:50 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney. Matters discussed were those of probable litigation.

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



**ADJOURNMENT:** Motion by, seconded by to recess this meeting to May 9<sup>th</sup> at 12:00 noon at City Hall and then to May 9<sup>th</sup> at 5:00 p.m. at Plummer, Idaho at the Coeur d'Alene Tribal Council office. Motion carried.

The meeting recessed at    p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

**A JOINT MEETING OF THE  
COEUR D'ALENE CITY COUNCIL AND THE  
COEUR D'ALENE TRIBAL COUNCIL  
IN ON MAY 9, 2006 AT 5:00 P.M.  
IN THE CITY OF PLUMMER, IDAHO**

The Council met in continued session on May 9, 2006 at 5:00 p.m. in the Council Chambers of the Coeur d'Alene Tribal Council in the City of Plummer, Idaho, there being present upon roll call a quorum of both Councils.

Sandi Bloem, Mayor                      CITY COUNCIL

Loren Ron Edinger    )       Members of the Council Present  
Dixie Reid            )  
Woody McEvers       )  
Deanna Goodlander   )  
Mike Kennedy         )

A. J. Al Hassell, III   )       Members of the Council Absent

Chief Allan, Chairman                TRIBAL COUNCIL

Jeanie Louie            )       Members of the Tribal Council Present  
Valerie Fasthorse       )  
Francis SiJohn          )  
Leta Campbell          )

Norma Peone            )       Members of the Tribal Council Absent  
Ernest Stensgar         )

**STAFF PRESENT:** Coeur d'Alene Tribal Staff: Quanah Spencer, Margaret SiJohn, Angel George, Debra Hanks, Ginger Carpenter, Laura Stensgar. City Staff: Wendy Gabriel, Jon Ingalls, Troy Tymesen, Susan Weathers, Gordon Dobler, Mike Gridley.

**CALL TO ORDER:** Mayor Bloem called the meeting to order for the City Council. Chairman Allan called the meeting to order for the Tribal Council.

**TOUR OF THE TECHNOLOGY CENTER:** Valerie Fasthorse conducted a tour of the IT Center. She reviewed their broadband program, the funding used to create the center and the IT work center.

**WELCOMINGS:** Mayor Bloem expressed the City's honor at this meeting, and is looking forward to meeting in Coeur d'Alene. Councilman Kennedy presented a mug set gift to each of the Tribal Council members. Councilman McEvers presented a picture of the City. Councilman Edinger presented the blanket of the Spirit Bear as an offering of warmth and protection to the tribe.

**CITY STAFF INTRODUCTIONS:** The City's staff introduced themselves - Troy Tymesen, Finance Director; John Ingalls, Deputy Administrator; Gordon Dobler, City Engineer; Wendy Gabriel, City Administrator; Mike Gridley, City Attorney.

**GOLF COURSE PASSES:** Chairman Allan presented golf certificates to the Council.

**TRIBAL COUNCIL INTRODUCTIONS:** The members of the Tribal Council introduced themselves and expressed their appreciation for this meeting. Vice Chairman Francis SiJohn welcomed the Council. Chairman Allan expressed his pleasure of coming together tonight. He noted that he would like to become closer neighbors with the City and noted the tribe's contributions to the Chamber, Library and Kroc Center. He noted that one of their goals is to diversify their community by working with the City. He noted that they had recently met with the County Commissioners. Valerie Fasthorse thanked the Council for this meeting and noted, that as her role as the Technology Director, that this is a good first step towards a great partnership. Norma Jean Louie expressed her appreciation for our two communities coming together.

**TRIBAL STAFF MEMBERS INTRODUCED:** The Tribal Staff introduced themselves - Quannah Spencer, Legislative and Public Affairs Director; Angel George part of Administration; Margaret SiJohn Legislative Assistant; Laura Stensgar, Marketing Director for the Casino; Debra Hanks, Executive Director, Kootenai/Benewah Medical Center; Ginger Carpenter, Director of Patient Care Services at the Medical Center.

**TRANSPORTATION ISSUES:** Councilman Dixie Reid noted that without the leadership of the Tribal Council there would not be public transportation in this area. She also extended an invitation that if there is a need by the Coeur d'Alene Tribe for letters of support for grants, the city is willing to provide those. She recalled, on the day of the ribbon cutting, what a tremendous impact Francis SiJohn's father had with his welcoming speech. She believes that due to the CityLink system it will help with economic development in this area. She expressed thanks for all their efforts in obtaining the grants to create the bus system. Vice Chairman Francis SiJohn expressed his honor of serving on the KMPO Committee. He noted that he would like to present a Resolution to the KMPO Board to have each member of the Tribal Council be able to sit on the board on a rotational basis. He believes that by doing this it will expand the understanding of the Tribal Council of the need for public transportation and especially when they are dealing with the Legislators in Boise. Additionally he noted through funding from the Bureau of Indian Affairs program, shelters to be constructed throughout the reservation's rural areas of the bus system.

Laura Stensgar provided an update on the current operations of the CityLink system. She noted that they will be adding a stop at Blackwell Island. She announced that a new rural CityLink bus will arrive in July. She noted that there are elders and children utilizing the bus system. They are currently working on a flag system at bus stops so the bus drivers will know that there are passengers waiting to board. Laura added that they are planning an advertising campaign to promote recreational usage with the addition of bike racks to the buses. She announced that CityLink was recently awarded an ADDY Award.

Vice Chairman Francis SiJohn expressed a desire to host a KMPO meeting in Plummer in July. City Councilman Dixie Reid noted that the Transportation Board will be in Coeur d'Alene on July 19<sup>th</sup> and would like to have the Tribe's input at this meeting. She noted that CityLink is being held up as a model throughout the entire state as blueprint for a partnership. City Councilman Edinger recalled building shelters for the former bus route in the rural areas in Kootenai County. Vice Chairman Francis SiJohn noted that the shelters they are going to construct will be roofed enclosures for riders waiting on the Indian Reservations. City Councilman Dixie Reid noted that KMPO is working on a public/private partnership to construct shelters in the Coeur d'Alene area. She reported that the KCATT buses will also carry the CityLink logo.

**HEALTH CARE:** Tribal Council member Leta Campbell, noted that they are a community health clinic and they are experiencing the same issues of growth as the City and are looking at expanding their facility. She had reviewed City's vision statement and so asked what the City is planning in the future for health care. Mayor Bloem responded that other than the Durney Clinic, the Council has not set a specific mission for health care, but rather are looking at affordable housing for the community. Councilman McEvers explained that what the City meant by a healthy community referred more to the environmental health of the City versus medical health of its residents. Mayor Bloem noted that the Durney Clinic was presented a Governor's Award this past year.

City Councilman Mike Kennedy reported that the Kootenai Alliance will be having a summit to discuss the issues that are arising such as uninsured residents, homelessness, etc. This summit will be held at 3:00 p.m. on Wednesday May 17<sup>th</sup> at Templin's in Post Falls. He extended an invitation to the Tribal Council to attend this workshop. He also noted that Coeur d'Alene Homes received a letter from the City whereby the City would contribute \$50,000 as matching funds towards a grant to construct senior housing. Tribal Council member Leta Campbell also noted that in the near future our populations will be overlapping and a joint discussion on these issues would benefit both communities.

Debra Hanks reported that she had received information that over 5,000 Coeur d'Alene residents do not have a medical home which results in emergency room visits. She noted that there is a significant access issue in this area and their facility is at capacity; however, they do not turn anyone away. She believes that there is a huge need for affordable medical care and if we are to look at the health of our communities we need to look at this area. Tribal Council member Valerie Fasthorse noted that there is a need for additional and appropriate drug abuse treatment centers to deal with the drug issues of both communities especially with meth abuse. Debra Hanks addressed the issues of the

ATR grant and noted the burden of the paperwork associated with this funding. Mayor Bloem noted that one of the best treatment facilities for drug abuse is through the Salvation Army in Seattle. Tribal Council member Leta Campbell thanked the Council and, as they look into the future, they will look to the City for possible partnerships.

Mayor Bloem noted that job recruitment through Jobs Plus is a good resource for bringing quality businesses to the Community. Tribal Chairman Allan noted that the tribe is working with Jobs Plus to bring jobs to the Reservation. Mayor Bloem suggested that perhaps Chairman Allan contact Troy Tymesen if he would be interested in becoming a member Jobs Plus Board. Tribal Council member Valerie Fasthorse commented on the connectivity of jobs.

**INVITATIONS EXTENDED:** Councilman McEvers invited the Tribal Council to participate with the 4<sup>th</sup> of July Parade. Chairman Allan noted that the Coeur d'Alene Tribe used to do a powwow at the City Park in Coeur d'Alene, and believes that participating in the parade would be a good idea. Councilman McEvers expressed his lack of knowledge of the tribe's past and would like to join in some of the tribe's ceremonies and traditions of the tribe.

Mayor Bloem also invited the tribe to join the Council during the Ironman event and noted that the City's Municipal Services Director, Susan Weathers, would be more than willing to obtain passes for anyone who wishes to attend the events. Mayor Bloem noted that we will get a list of events for the tribe to attend. Councilman Reid would like to get the hotel information to the organizers of Ironman and HoopFest for the hotel run-over from these events. Laura Stengar reported that their hotel is a capacity on weekends and at 60% during the week.

Chairman Allan also invited the Council to their annual event at Greyhound Park on July 21, 22 and 23.

Mayor Bloem asked if Chairman Allan would like to sit on the Salvation Advisory Board. Chairman Allan expressed his willingness to serve on that Board.

Councilman Woody McEvers suggested that the tribe do a promotional program on CDATV Channel 19 notifying the area of the bus routes and schedules available for CityLink.

Chairman Allan suggested that both Councils work together in a partnership in dealing with temporary housing to meet the needs of both areas. Councilman Deanna Goodlander noted that the City's Urban Renewal Agency has been researching the options for affordable/workforce housing. Chairman Allan urged that we continue to think outside the box.

**FUTURE JOINT MEETINGS:** Chairman Allan thanked the Council for tonight's meeting and suggested setting up future meetings. Motion by Mike Kennedy seconded

by Deanna Goodlander to have staff to work together to develop a workable schedule to hold regular joint meetings.

Francis SiJohn expressed his appreciation for the Council coming to meet with the Tribe. He believes that this historical meeting will be the first step of many steps. He noted that tonight they talked about technology, housing, transportation and that the tribe has the same issues as any other community and hopes that we can work together to make both communities a better place to live. He noted that the tribe is working on diversity of economy and would like to work towards linking both communities with the growth of this area.

Mayor Bloem responded that with the quality of the Tribes planning it makes our community better.

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

The meeting adjourned at 7:05 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 06-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF S-1-94 ACCEPTANCE OF IMPROVEMENTS WITH MAINTENANCE / WARRANTY AGREEMENT FOR COEUR D'ALENE PLACE, 14TH ADDITION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreement listed below pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit "1" and by reference made a part hereof,

1) Approval of S-1-94 Acceptance of Improvements with Maintenance/Warranty Agreement for Coeur d'Alene Place, 14th 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 agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreement as set forth 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 so long as 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 16<sup>th</sup> day of May, 2006.

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Sandi Bloem, Mayor

ATTEST

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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



**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 16, 2006  
**FROM:** Christopher H. Bates, Project Manager  
**SUBJECT:** **Coeur d'Alene Place 14<sup>th</sup> Addition; Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

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**DECISION POINT**

Staff is requesting the following:

1. City Council acceptance of the installed public improvements in the Coeur d'Alene Place 14<sup>th</sup> Addition, a 33 lot phase of the Coeur d'Alene Place development.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: Greenstone-Kootenai, Inc.  
1421 N. Meadowwood Lane  
Suite 200  
Liberty Lake, WA 99019
- b. Location: North of Hanley Avenue & east of Atlas Road.
- c. Previous Action:
  1. Final plat approval of the 6<sup>th</sup> Addition (61 lots) in June 1999.
  2. Final plat approval of the 8<sup>th</sup> Addition (22 lots), 9<sup>th</sup> Addition (55 lots) & 10<sup>th</sup> Addition (32 lots) in November 2000.
  3. Final plat approval of the 11<sup>th</sup> Addition (38 lots) in February 2003.
  4. Final plat approval of the 12<sup>th</sup> Addition (46 lots) in August 2003.
  5. Final plat approval of the Bolivar Addition (39 lots) in October 2003.
  6. Final plat approval of the 13<sup>th</sup> Addition (56 lots) in September 2004.
  7. Final plat approval of the 14<sup>th</sup> Addition (33 lots) in October 2005.

**FINANCIAL ANALYSIS**

The developer is furnishing a Letter of Credit in the amount of \$30,000.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. The City maintenance will be required to start after the one (1) year warranty period expires on May 16, 2007.

**DECISION POINT RECOMMENDATION**

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of May, 2006 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Liberty Lake, WA , 99019, with Jason Wheaton, 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 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Coeur d'Alene Place 14<sup>th</sup> Addition, a thirty three (33) lot residential development in Coeur d'Alene, situated in the Southwest Quarter 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 "as-built" plans entitled "Coeur d'Alene Place 14<sup>th</sup> Addition - Record Drawings", signed and stamped by Paul T. Nelson, PE # 9967, and, dated December 7, 2005 and May 5, 2006, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales, asphalt paving and roadway construction (including round-about), concrete curb and gutter, concrete sidewalk, bike trail, street lighting, signage and monumentation 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, in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) 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 16<sup>th</sup> day of May 2007. 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.

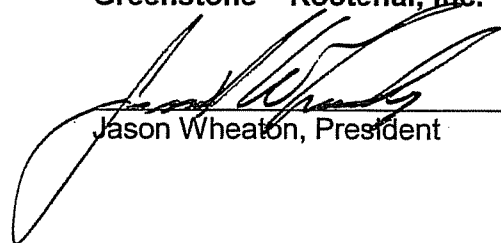
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further 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**

**Greenstone – Kootenai, Inc.**

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

  
\_\_\_\_\_  
Jason Wheaton, President

ATTEST

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

Lexon Insurance Company

To be attached to and form a part of **Bond No. 1013188**

Effective: 9/28/05

Bond Amount: \$300,000.00

Executed by: Greenstone -Kootenai, Inc.  
1420 N. Meadowwood Lane, #200  
Liberty Lake, WA 99019, as Principal

and by Lexon Insurance Company  
1919 S. Highland Ave., Bldg-A, Ste. 300  
Lombard, IL 60148, as Surety

in favor of City of Coeur d'Alene  
(Obligee)

in consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to changing the bond amount from:

**\$300,000.00**

to

**\$30,000.00**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective May 5, 2006

Signed and Sealed May 5, 2006

Principal: Greenstone-Kootenai, Inc.

By:  \_\_\_\_\_

Surety: Lexon Insurance Company

By:  \_\_\_\_\_

Melissa Schmidt, Attorney-in-Fact

POWER OF ATTORNEY

LX - 020426

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

James I. Moore, Irene Diaz, Bonnie Kruse, Stephen T. Kazmer, \*\*\*\*\*

Dawn L. Morgan, Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



[Signature] Lydia J. DeJong Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 5th Day of May, 20 06



[Signature] Donald D. Buchanan Secretary Exhibit "1"

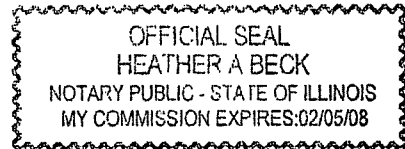
STATE OF ILLINOIS    }  
                                  } S.S.  
COUNTY OF DUPAGE   }

On May 5, 2006, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Melissa Schmidt, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on February 5, 2008

Heather A Beck  
Heather A. Beck, Notary Public



## **CITY COUNCIL STAFF REPORT**

**DATE:** May 16, 2006  
**FROM:** Christopher H. Bates, Project Manager  
**SUBJECT:** Rosy's Short Plat, Final Plat Approval

---

### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat of the Rosy's Short Plat, a two (2) unit condominium development.

### **HISTORY**

Applicant: Joseph Rosen  
PO Box 1697  
Coeur d'Alene, ID 83816

Location: Northwest corner of 6<sup>th</sup> Street and Harrison Avenue.

Previous Action:

1. Preliminary plat approval by the CdA Planning Commission, October 2005.

### **FINANCIAL ANALYSIS**

There are no agreements, bonds or financial items related to this plat approval.

### **PERFORMANCE ANALYSIS**

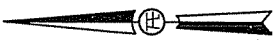
This is an existing structure that was originally constructed as a duplex and the developer has elected to convert the unit to condominium ownership. All site development issues were previously addressed during the construction of the building.

### **QUALITY OF LIFE ANALYSIS**

Completion of this process will allow for the sale of the units.

### **DECISION POINT RECOMMENDATION**

1. Approve the final plat of Rosy's Short Plat.



GRAPHIC SCALE



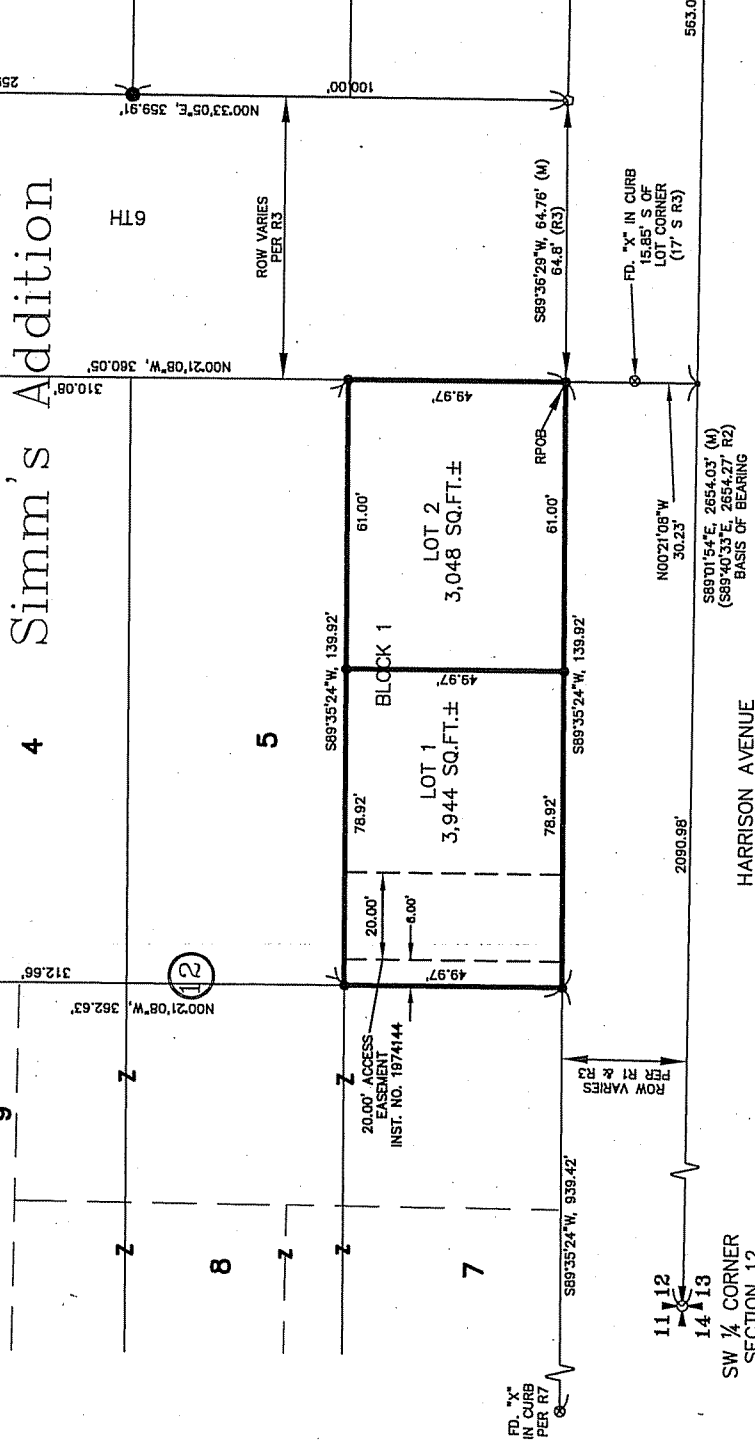
**ROSY'S SHORT PLAT**  
 A REPLAT OF LOT 6, BLOCK 12, SIMMS ADDITION TO COEUR D'ALENE  
 IN THE SOUTHWEST QUARTER, SEC. 12, T.50N., R.4W., B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

|                                |            |            |            |            |              |
|--------------------------------|------------|------------|------------|------------|--------------|
| 3th St.                        | 4th St.    | 5th St.    | 6th St.    | 7th St.    | Spokane Ave. |
| Maple Ave.                     | Maple Ave. | Maple Ave. | Maple Ave. | Maple Ave. | Maple Ave.   |
| VICINITY MAP<br>(NOT TO SCALE) |            |            |            |            | PROJECT SITE |

**4 Simm's Addition**

**LEGEND**

- FD. 1" IRON PIPE
- FD. 3/4" IRON PIPE
- FD. 3/4" IRON ROD
- FD. IRON ROD WITH A PLASTIC CAP MKD. PLS 6602
- SET AN IRON ROD, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4565
- CALCULATED POINT (NOTHING FOUND OR SET)
- (M) MEASUREMENTS THIS SURVEY
- (R#) MEASUREMENTS OF RECORD



S ¼ CORNER  
 SECTION 12  
 FD. IRON PIPE  
 PER CP&F 1247454

SW ¼ CORNER  
 SECTION 12  
 FD. ALUMINUM CAP  
 PER CP&F 1657188

**NOTES**

- 1) ALL DIMENSIONS ARE IN U.S. FEET
- 2) AMENDED PLAT OF SIMMS ADDITION - BOOK 8 OF PLATS, PAGE 57
- 3) RECORD OF SURVEY - BOOK 11, PAGE 197
- 4) CITY OF COEUR D'ALENE WPA CITY PLANNING SURVEYS NOS. 16 & 18
- 5) UNRECORDED SURVEY BY JOE H. LAMORE, DATED APRIL 1950
- 6) UNRECORDED SURVEY BY RAY H. KINDLER, DATED AUGUST 11, 1966
- 7) UNRECORDED SURVEY BY GARY A. FRAME, DATED APRIL 24, 1968
- 8) UNRECORDED SURVEY BY ROBERT S. NOBIS, DATED SEPTEMBER 21, 1984

**BASIS OF BEARING**

BASIS OF BEARING IS THE SOUTH LINE OF SECTION 12 PER CITY OF COEUR D'ALENE GPS DATA.

**TATE ENGINEERING**  
 1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814  
 (208) 676-8708 FAX: (208) 687-2129

|                     |                |              |               |
|---------------------|----------------|--------------|---------------|
| PROJECT NO.: 05.101 | DATE: 09/01/05 | CHECKED: ENW | DRAWN BY: SGW |
| SCALE: 1" = 20'     |                | PAGE 1 OF 2  |               |



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / 4/27/06  
Department Name / Employee Name / Date

Request made by: James Hoss / 762-1054  
Name / Phone

9051 N. Fitzue Dr, Hayden, ID 83835  
Address

The request is for:  Repurchase of Lot(s)  
 / / Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_  
Lot(s): 229, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: Riverview

Lot(s) are located in / / Forest Cemetery  Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is  Owner / / Executor\* / / Other\* \_\_\_\_\_

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

Title transfer fee (\$ N/A ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
JAMES HOSS
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500<sup>00</sup> per lot.

RDE / 4/28/06  
Supervisor's Init. / Date

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

1. Quit Claim Deed(s) received:  Yes / / No.
- Person making request is authorized to execute the claim LJK / 4-27-06  
Attorney Init. / Date

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

Susan K. Weathers / 5-1-06  
City Clerk's Signature / Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: CITY CLERK / Department Name / 5-4-06 / Employee Name / Date

Request made by: VIVENE NEAR / Name / 777-1147 / Phone

1807 E. 1ST AVE, POST FALLS, ID 83854 / Address

The request is for:  Repurchase of Lot(s) /  Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): \_\_\_\_\_

Lot(s): 590 / Block: C Section: RIVERVIEW

Lot(s) are located in / / Forest Cemetery  Forest Cemetery Annex (Riverview).

Copy of  Deed or  Certificate of Sale must be attached.

Person making request is  Owner / / Executor\* / / Other\* \_\_\_\_\_

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

Title transfer fee (\$ N/A ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vivene J. Near  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

BURTON + VIVENE NEAR

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 300.00 per lot.

RDE / Supervisor's Init. / 5/4/06 / Date

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

- 1. Quit Claim Deed(s) received:  Yes / / No.

Person making request is authorized to execute the claim: [Signature] / Attorney Init. / 5-4-06 / Date

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

Susan K. Weathers / City Clerk's Signature / 5-9-06 / Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lee 5/2/06  
Department Name / Employee Name / Date  
Request made by: Theresa Ann Forester 667-6195 ext 20th  
Name / Phone / father  
2929 North Howard St CDA 83815  
Address

The request is for:  Repurchase of Lot(s) Norman Wiedmer  
 Transfer of Lot(s) from \_\_\_\_\_ to 701-664-2169  
210 Norman

Niche(s): \_\_\_\_\_  
Lot(s): 202, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: RIV  
PO Box 773

Lot(s) are located in / / Forest Cemetery  Forest Cemetery Annex (Riverview). Tioga, N. D.  
Copy of  Deed or  Certificate of Sale must be attached. 58852

Person making request is  Owner / / Executor\* / / Other\* \_\_\_\_\_  
\*If "executor" or "other", affidaviats of authorization must be attached.

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.  
Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
LORRAINE MITCHELL & TERESA FORESTER
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.  
R. D. E. by 5/9/06  
Supervisor's Init. / Date

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

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 5-9-06  
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.  
Susan K Weathers 5-10-06  
City Clerk's Signature / Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

Free release funds to Theresa Forester. Check to be made out solely to Theresa Forester! Suzanne M. Forester  
Blythe

DATE: MAY 10, 2006  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JUNE 20, 2006

Mayor Bloem,

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

| <u>ITEM NO.</u> | <u>REQUEST</u>   | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|--|--------------------------|----------------|
| A-3-06          | Proposed zoning in conjunction with annexation from County Commercial to C-17 (Commercial at 17 units/acre)<br>Applicant: Charter Builders<br>Location: +/- 21.5 acre parcel between Woodside Park And Mill River subdivisions including portions of Seltice Way and I-90 approximately .5 mile East of Huetter Road | Recommended Approval     | Administrative |
| ZC-4-06         | Proposed zone change for a +/- 2004 sq.ft lot from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre)<br>Applicant: James Duchow<br>Location: 647 E. Best Avenue  | Recommended Approval     | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 20, 2006.**

JS:ss

# ANNOUNCEMENTS

# Memo to Council

DATE: May 9, 2006

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the May 16th Council Meeting:

DALE JOHNSON    ANIMAL CONTROL ADVISORY BOARD  
(Representing K.C. Animal Control)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Judy House, Animal Control Advisory Board Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)



# CITY OF COEUR D'ALENE

## PARKS DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE  
COEUR D'ALENE, IDAHO 83816-3964  
208-769-2252 – FAX 208-769-2383

### **PARKS & RECREATION COMMISSION MINUTES MAY 8, 2006 - 5:30 P.M. COUNCIL CHAMBERS – CITY HALL**

#### **MEMBERS PRESENT:**

Scott Cranston, Vice Chairman  
Jim Lien  
Mike McDowell  
Dave Patzer  
Bridget Hill

#### **STAFF PRESENT:**

Doug Eastwood, Parks Director  
Steve Anthony, Recreation Director  
Hugo Lecomte, Trails Coordinator  
Jackie Carbone, Parks Secretary

#### **MEMBERS ABSENT:**

Lee Shellman, Chairman  
Al Hassell, Council Liaison  
Joe Woolley, Student Rep  
Alysa McDonald, Alt. Student Rep.

#### **GUESTS PRESENT:**

Brayden Jerde  
Matthew Snow  
Bob Hallock  
Bruce MacNeil  
Peter Luttrupp  
Ralph Shay

**CALL TO ORDER:** Vice-Chairman Cranston called the meeting to order at 5:30 pm.

#### **1. Roll Call**

Five members present and four members absent, resulting in an official quorum.

#### **2. PLEDGE OF ALLEGIANCE**

Commissioner Hill led the Pledge of Allegiance.

#### **3. APPROVAL APRIL 10, 2006, MINUTES**

Motion was made by Commissioner Patzer to approve the April 10, 2006, minutes.  
Motion was seconded by Commissioner McDowell. Motion passed.

#### **4. PUBLIC COMMENTS**

Brayden Jerde, student, asked the Commission about the possibility of forming a hockey league in Coeur d'Alene. He said that he knows quite a few people that are interested in this sport. Vice-Chairman Cranston suggested that he contact Steve Anthony, Recreation Director, to discuss the possibility. Steve mentioned that there used to be in-line skating at the Skatepark and he would be willing to discuss the possibility of a hockey league with Brayden.



## 5. **CONFLICT OF INTEREST DECLARATION**

There were no conflicts of interest declared.

## 6. **STAFF COMMENTS**

Doug Eastwood reported that the first BMX Clinic was held at Cherry Hill on Saturday, May 6. Over 100 kids, ages 4-12, participated in the event. Each of their bicycles was inspected for safety and then each one rode through an obstacle course to test their skills. It was very exciting for everyone to watch their confidence grow as they navigated through the course. They then were allowed to ride around the BMX track. It was a fun day for all the participants.

The BMX tournaments being held each Saturday have become very popular with both residents and visitors.

Steve Anthony reported that:

- a. There are 168 softballs teams this season. There have been three pre-season tournaments so far that resulted in 174 games being played by coed, men's and women's teams. There are six Master League (50+) teams and he expects this number to increase each year
- b. The funding for field lighting at Ramsey #2 has been approved by the City Council and he expects the lighting to be in place by July 1.
- c. Summer baseball registration for kids 5-12 is going on now until May 18.
- d. Registration for tennis lessons for ages 8-18 will be on June 8 and 9 in the evening.
- e. Preparations are being made for the annual Fins & Feathers event at Fernan Lake.
- f. He has been working on a possible wooden bat tournament this summer to raise funds for Ramsey lights.

## 7. **"BIKE TO WORK WEEK" PRESENTATION** *(Information Only)*

Doug Eastwood stated that when the Centennial Trail was constructed 20 years ago it was predicted that it would eventually become the "hub" of a trails systems for the entire area. That prediction is slowly becoming a reality. He then introduced Hugo Lecomte, CDA Trails Coordinator.

Hugo announced that this month marks the 50<sup>th</sup> anniversary of "Bicycle Month." The nation celebrates a "Bike to Work" Week each year in May. This year it will be May 15-19. He explained a few of the advantages of riding bicycles instead of driving cars:

- ▶ Bicycling is healthy. Over 60% of Americans are overweight and 7 out of 10 fail to exercise the recommended 30 minutes each day.
- ▶ Bicycling saves money. Compare the approximate cost of \$3000 per year to maintain a car compared to only \$300 for a bicycle.

- ▶ Bicycling improves the environment by reducing the pollution caused by motorized vehicles.

Hugo showed a PowerPoint presentation spotlighting several citizens in the area who regularly ride their bicycles to work. Their commute took approximately the same amount of time as driving a car but it was much more enjoyable and relaxing. Hugo encouraged everyone to consider riding his or her bicycle to work during the week of May 15-19.

Commissioner McDowell asked Hugo if there were maps of the current bicycle routes and trails in the area. Hugo replied that he is presently working on such a map and should have it on the city's web page within a month.

**8. "BIKE TO WORK" GRANT** *(Information Only)*

Hugo Lecomte, Trails Coordinator, informed the Commission of marketing awareness grants offered each year by the League of American Bicyclists to assist communities in promoting "Bicycle Month" and more specifically, "Bike to Work" Week. Coeur d'Alene's grant application was denied this year. He would like to apply again next year for one of the \$1,000-\$1,500 grants that would help tremendously with our city's "Bike to Work" Week celebration.

**9. PARKS & RECREATION MASTER PLAN AGREEMENT** *(Council Action Required)*

Doug Eastwood explained to the Commission that a quality Parks and Recreation Master Plan is required to properly manage the rapidly increasing development and growth taking place in our city in order to protect our existing open space and to identify future open space opportunities.

Vice-Chairman Cranston read the staff report prepared by Doug Eastwood outlining the selection process followed which resulted in the selection of Moore, Iacofano, Goltsman, Inc. (MIG) to prepare the master plan. Several of the members of the Master Plan Advisory Sub-Committee described their reasons for choosing MIG's proposal over the others. Bob Hallock explained that MIG had the most experience in community involvement which is one of the main components in preparing this master plan. Vern Newby stated that MIG has a good track record with no deficiencies in their quality of work. A quality plan is necessary since it will leave a lasting legacy for many years to come.

Commissioner McDowell commented on the past master plan and noted that it was followed very closely and all of the goals of that plan have been met. Vice-Chairman Cranston thanked the Master Plan Advisory Sub-Committee for their efforts in choosing this company and for their continued involvement in the process.

**Motion was made by Commissioner McDowell to forward a recommendation to the City Council to enter into an agreement with Moore, Iacofano, Goltsman, Inc. (MIG) to develop a master plan for parks and outdoor recreation. Motion was seconded by Commissioner Lien. Commissioner Patzer addressed the high price of this project but felt that a quality master plan is very necessary to guide us in future planning. Commissioner Hill concurred. Motion passed unanimously.**

#### **10. PORTABLE SHELTER AT PHIPPENY PARK (Council Action Required)**

Doug Eastwood reminded the Commission that improving Phippeny Park was one of the goals decided upon at their workshop in October 2005. This park is very popular with the residents in that area and is used by several preschools and day care centers in the neighborhood. A new playground was installed this year with help of a matching grant. Another identified improvement to the park was a portable restroom shelter. It will be similar to the portable shelters we have in other parks. The shelter will contain a single handicap unit which is larger than a single unit but smaller than a double unit. The portable shelters have been a very successful addition to our park system. They cost only about 25% of a restroom building and vandalism has been very low. The shelter will have a design similar to the one at East Tubbs Hill Park.

**Motion was made by Commissioner Lien to forward a recommendation to the City Council to authorize Ginno Construction to install a new portable restroom shelter in Phippeny Park at a cost of \$15,560.00. Motion was seconded by Commissioner McDowell. Motion passed unanimously.**

#### **11. RIDGE AT CANFIELD (For Discussion)**

Doug Eastwood presented to the Commission a conceptual plan for a newly proposed subdivision east of Copper Ridge on Canfield Mountain. He also gave them each a copy of the list of concerns and issues that the Parks Department has with this conceptual plan. The developer has agreed to donate 50 acres north of this new development to the city. This property joins the 25-acre parcel received last year from the Copper Ridge development only by a 20' piece of land at the southeast corner. Doug stated that we would need a larger area, at least 100' feet wide, connecting the two parcels. The new 50-acre parcel is very steep and has been logged fairly heavily in the past. An extensive, meandering trail system would need to be developed to allow public access to the area. Also, some mitigation of the damage caused by the clear-cutting may be required.

The Parks Department is about three weeks into its allowed six-week review period and would like input from the Commission regarding any concerns or questions they may have. Commissioner McDowell asked how close this new subdivision was to U.S. Forest Service land. Doug was not sure and suggested that a vicinity map be requested to show the global picture and how this development fits into the views and vistas goal of the city. Commissioner Hill asked if the homeowners will be required to maintain the open space within the subdivision. Doug replied that hopefully this flaw in the approval process of past developments has been corrected. Commissioner McDowell stated that urban forestry requirements must also be considered for the 50-acre parcel.

Vice-Chairman Cranston asked that the Commissioners review the plan and the list of concerns and issues from the Parks Department and bring their comments to the Parks and Recreation Commission workshop on May 22.

#### **12. ELECTION OF OFFICERS (For Discussion)**

Vice Chairman Cranston suggested that, due to the absence of Chairman Shellman and Commissioner Hassell, this item be tabled until the June meeting.

Commissioner Patzer made a motion to table the election of officers until the June 12 meeting. Motion was seconded by Commission Lien. Motion passed.

### **13. NEW BUSINESS**

- a. Vice- Chairman Cranston asked for an update on North Pines Park. Doug replied that he is waiting for Frame & Smetana to prepare a site plan and construction documents so that the project can go out to bid. He stated that we are a little behind schedule but still may be able to construct the park this fall. Construction will only take about 60 days. If the bidding process is delayed for some reason we may have to wait until spring.
- b. Doug Eastwood announced that the Parks Department is currently hiring seasonal grounds maintenance workers and that anyone 16 or older please call or come in to get an application. Seasonal workers assist the full time parks employees with all aspects of park maintenance. It is a really fun way to spend the summer by keeping in shape and earning some money at the same time.

### **14. WORKSHOP – May 22, 2006** *(For Discussion)*

Commissioners agreed to hold their next workshop on Monday, May 22, 2006, at 12:00pm at the Iron Horse Restaurant. Suggested workshop agenda items are:

- a. Commercial Activity at Launch Docks – Consider charging a fee?
- b. Name Those Parks – Canfield Mountain, Mill River, Riverstone?
- c. Vendor in City Park – Additional vendor in City Park?
- d. Ridge at Canfield – Comments and concerns?

Motion was made at 6:30pm by Commissioner Patzer to adjourn the meeting to a workshop at 12:00pm on Monday, May 22, 2006, at the Iron Horse Restaurant. Motion was seconded by Commissioner McDowell. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

**NEXT WORKSHOP:** Monday, May 22, 2006 - 12:00 pm at [Iron Horse Restaurant](#)

**NEXT MEETING:** Monday, June 12, 2006 - 5:30 pm in Council Chambers

**PARKS AND RECREATION COMMISSION  
STAFF REPORT**

**DATE:** May 8, 2006  
**FROM:** Doug Eastwood, Parks Director  
**SUBJECT: PARKS AND RECREATION MASTER PLAN AGREEMENT**  
*(Council Action Required)*

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**DECISION POINT:**

Recommend to the City Council to authorize staff to enter into an agreement with MIG, Moore, Iacofano, Goltsman, Inc., for the purpose of updating the Parks and Recreation Master Plan based on the attached scope of services.

**HISTORY:**

The Parks & Outdoor Recreation Master Plan was adopted in 1995. The goals and recommendations identified in that plan have been met. During this past decade we have seen several enhancements to the CDA parks system including a land acquisition ordinance, impact fees, and the formation of a parks foundation. In this same time frame our population growth has been on a fast and steady increase in conjunction with several new subdivisions and new parkland being added within the city limits. We have been quite successful this past decade in securing matching federal grants for our park development. An important part of grant acceptance is the 'degree to which the project is reflected as a user need in *current* comprehensive outdoor recreation plans.' A current plan is usually within a five year period; our plan is 11 years old.

**FINANCIAL ANALYSIS:**

During the October workshop this plan was identified as a priority. We identified funding within the C.I.P. at that time but we had not solicited proposals from land planning firms. The proposed cost from MIG is \$74,170.00.

**PERFORMANCE ANALYSIS:**

The master plan will take about one year to complete. We have formed an advisory committee comprised of members of the Ad-Hoc Open Space Committee and a liaison from the Parks & Recreation Commission, Ped/Bike Committee, Centennial Trail Foundation, Urban Forestry Committee, S.D. 271 and several interested citizens. The advisory committee received proposals from four firms and has conducted interviews. The consensus of the committee is to enter into an agreement with MIG. The scope of services is quite extensive and the scope is attached to this memo. The master plan will serve as the roadmap for the city parks with regard to acquisition and development as well as recreational programming for the next decade.

**DECISION POINT**

Recommend to the City Council to enter into an agreement with MIG to develop a master plan for Parks and Outdoor Recreation.

RESOLUTION NO. 06-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH MIG, MOORE, IACOFANO, GOLTSMAN, INC., ITS PRINCIPAL PLACE OF BUSINESS AT 815 SW SECOND AVENUE, SUITE 200, PORTLAND, OREGON 97204, FOR THE PURPOSE OF UPDATING THE PARKS AND RECREATION MASTER PLAN.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with MOORE, IACOFANO, GOLTSMAN, INC., for THE PURPOSE OF UPDATING THE PARKS AND RECREATION MASTER PLAN 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 THE PURPOSE OF UPDATING THE PARKS AND RECREATION MASTER PLAN, 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 16<sup>th</sup> day of May, 2006.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

MOORE IACOFANO GOLTSMAN, INC.

THIS Agreement, made and entered into this 16<sup>th</sup> day of May, 2006, 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 Moore Iacofano Goltsman, Inc. (MIG), in the state of Oregon, with its principal place of business at 815 SW Second Avenue, Suite 200, Portland, Oregon 97204 (503.297.1005), hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. In this agreement:

A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means Moore Iacofano Goltsman, Inc. (MIG), in the state of Oregon, with its principal place of business at 815 SW Second Avenue, Suite 200, Portland, Oregon 97204 (503.297.1005)

C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Draft Scope of Work attached as Exhibit A subject to and consistent with the terms of the Parks and Recreation Master Plan Project Scope incorporated herein by reference.

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in Exhibit A.

Section 4. Personnel.



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

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

C. The Consultant 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 Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the 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.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this agreement by the Mayor and shall be completed on or before \_\_\_\_\_. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum as set forth in Exhibit B attached hereto and incorporated herein by reference for services required by this agreement.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

C. Total compensation for all services and expenses for the term of this agreement shall not exceed \_\_\_\_\_.

Section 7. Method and Time of Payment.

A. The City will pay to the Consultant the amount set forth in Exhibit B which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days of receipt of billings submitted to the City.

B. Final payment shall be made thirty (30) calendar days after completion of all work and approval of all work by the City. Billings shall be submitted to the City in accordance with the schedule in Exhibit B. Such billings shall reflect the total work performed and approved to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant 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 subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall 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. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff.

During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. 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.

Section 19. 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.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. 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.

Section 23. City Held Harmless.

A. The Consultant shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall indemnify, defend and hold the City, its officers, agents, and employees harmless from and against any and all damages or liability arising out of the Consultant's professional negligent acts, errors, and omissions, including costs and expenses

for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's negligent professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultant's employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

MOORE IACOFANO GOLTSMAN, INC.

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

\_\_\_\_\_  
President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary

STATE OF IDAHO        )  
                                  ) ss.  
County of Kootenai    )

On this 16<sup>th</sup> day of May, 2006, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF \_\_\_\_\_)  
                                  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of Moore Iacofano Goltsman, Inc., 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: \_\_\_\_\_

# Exhibit A

**Coeur d'Alene  
Parks & Recreation Master Plan  
Draft Scope of Work  
4/18/2006**

## **Budget Assumptions:**

Coeur d'Alene (CdA) desires to create an updated Parks & Recreation Master Plan that represents the community and incorporates a substantial amount of citizen, staff, and City official involvement. In order to accomplish this in a cost-effective manner, MIG has designed the scope of work and budget based on the following assumptions:

- MIG will provide electronic files for all reports, agendas, minutes, and memoranda. CdA will be responsible for printing and duplication.
- MIG will provide electronic pdf files of all large format materials. CdA will be responsible for plotting the display boards, maps, and other large format materials in advance of meetings.
- CdA will take on some administrative tasks to minimize consultant costs and create cost efficiencies. This includes survey data entry, meeting setup and scheduling, and other tasks.

## **Part 1: Existing Conditions Analysis**

### **Task 1.1 Identify and inventory current parks and recreation facilities, as well as local recreation programs and passive leisure opportunities**

MIG will prepare a current inventory of City parks and recreation facilities, recreation programs, and other passive leisure opportunities available in the community. CdA is responsible for providing existing inventory data to serve as a base for Task 1.1.

### **Task 1.2 Prepare base map(s) and data tables**

MIG will prepare a base map of the planning area, from GIS data provided by CdA. This base will be used for all mapping products in the planning process. MIG will classify the parks, depict the facilities, and prepare an Existing Park System map as part of this task.

### **Task 1.3 Visit existing parks and facilities and make recommendations for redevelopment opportunities to meet residents' needs**

MIG will review existing parks and facilities with City staff, then do a more detailed review of existing sites. This task will occur in conjunction with Task 1.6.

### **Task 1.4 Evaluate current staffing levels and operating budgets against state and local standards, benchmark against up to 3 local communities**

MIG will review CdA's current maintenance and programming staffing levels. MIG will also identify the maintenance cost per acre of developed park land. MIG will also coordinate with City staff to agree on benchmark communities, then will obtain data for benchmarking.

### **Task 1.5 Prepare existing conditions memorandum**

MIG will prepare the Existing Conditions Memorandum, which will incorporate the results of tasks 1.1 through 1.4 to present a baseline for the planning effort.

### **Task 1.6 Conduct review meeting**

MIG will meet with staff and the Advisory Subcommittee to identify issues, strengths, weaknesses, and opportunities to consider during the planning process. This will be a single meeting scheduled to occur in conjunction with Task 1.3 as part of the project kick-off. MIG will prepare agendas and summary minutes of each meeting, and will submit these electronically to CdA. This task includes time for a project coordination meeting with the City's project manager.

#### *Deliverables*

- Base Map
- Existing Park System Map
- Existing Conditions Memorandum
- Agenda, Staff and Advisory Subcommittee Meeting
- Summary minutes, Staff and Advisory Subcommittee Meeting

## **Part 2: Needs and Interests Assessment**

### **Task 2.1 Conduct qualitative techniques**

MIG will coordinate with CdA on the scheduling, timing, and content of Tasks 2.1A through 2.1F. MIG will also prepare a summary report of results of Tasks 2.1A through F as part of this task.

#### **Task 2.1A Interviews with Parks and Recreation and Planning Commissioners, City Council**

MIG will conduct stakeholder interviews with Parks and Recreation and Planning Commissioners and City Councilors. These interviews will be scheduled in person to occur on one day. CdA will be responsible for scheduling these meetings.

#### **Task 2.1B Interviews with User Groups, School Board, Students, and**

- 1. Pedestrian / Bicycle Committee**
- 2. Urban Forestry Committee**
- 3. Parks Foundation**
- 4. Tubbs Hill Foundation**
- 5. Centennial Trail Foundation**

MIG will conduct up to 6 stakeholder interviews. These will include the five groups listed above as well as the representatives of the School Board. Students will be represented in Task 2.1E (Teen Focus Group), and will not be interviewed in this task. MIG will also provide questionnaires to organized sports groups to obtain user input as part of this task. These meetings will be scheduled to occur in conjunction with Tasks 2.1 A, B, and E.



### **Task 2.1C Neighborhood/Community/Public Workshops (Optional Task)**

Task 2.1C is an optional task, as depicted on the budget spreadsheet. MIG will prepare pdf displays for use by City staff at public events. These will include interactive boards, an informational handout, and other public outreach materials. City staff will report results back to MIG for incorporation into the Needs and Interests Assessment. .

### **Task 2.1D Focus Groups – Teens, Adults, Families, Seniors**

MIG will hold 4 focus groups to obtain needs and priorities input from the community. MIG will prepare focus group agendas and discussion questions. CdA will be responsible for recruiting focus group participants, scheduling a room, and providing any refreshments. The Focus Groups will occur on one day, and be scheduled to occur in conjunction with Tasks 2.1 A, B, and C.

### **Task 2.2 Conduct quantitative techniques**

MIG will coordinate with staff on approach to quantitative needs assessment methodologies prior to beginning Tasks 2.2A through 2.2E.

### **Task 2.2A Benchmark against other similar communities (acreage, facilities, impact fees, park zoning)**

MIG will identify benchmark communities in consultation with CdA staff and develop comparisons on acreage per 1,000 residents, facilities per 1,000 residents, impact fees, and park zoning.

### **Task 2.2B Acreage level of service**

MIG will identify the current acreage levels of service and make a recommendation on a proposed acreage level of service that takes into account the results of Tasks 2.1A through 2.1F; 2.2A, C, D, E; and 2.5.

### **Task 2.2C Facilities level of service**

MIG will identify the current facilities levels of service and make a recommendation on a proposed levels of service that takes into account the results of Tasks 2.1A through 2.1F; 2.2A, C, D, E; and 2.5.

### **Task 2.2D Geographic service areas**

Using GIS, MIG will analyze geographic service areas to identify underserved areas. The base maps prepared in Task 1.2 will be used in this task.

### **Task 2.2E Demographic analysis**

Using GIS, MIG will analyze population served by the existing system. This analysis may incorporate census data, zoning, and other readily available population data. The base maps prepared in Task 1.2 will be used in this task.

### **Task 2.3 Mailed survey**

MIG proposes a self-administered random household survey distributed to selected households in the community. Done in the prescribed manner, an accurate sampling of opinions and participation levels can be made. MIG has conducted many types of surveys, but over time we have found the self-administered questionnaire provides us more accurate information, permits us to ask more difficult questions and allows the

client to see the actual results. Some of the information that can be expected to be collected is:

- Population profile information
- Attitudes and opinions related to services, including the key theme of what people are willing to pay for in terms of services and facilities
- Park and facility needs
- Information on current recreation participation compared to the MIG AVERAGE, which is the average participation levels for the last 15 communities surveyed.
- Level of support for funding facilities and services
- Perceived need for specialized facilities

This task has three major sub-elements:

- ***Instrument Design:*** MIG will work with staff and the Advisory Subcommittee to identify survey questions and desired survey data. MIG will prepare a draft of the adult and youth survey questions for staff review. After CdA provides consolidated comments on the draft survey questions, MIG will revise the survey questions and recirculate them for content approval. After staff content approval, MIG will produce adult and youth survey instruments in an attractive graphic format. An electronic file of the survey instrument will be submitted to the City for final review. This review is an opportunity to identify typographical, editorial, or formatting errors. PAC review can be incorporated where the City finds most appropriate.
- ***Survey Administration:*** MIG will administer the survey using the mail-out method with a goal of producing a statistically accurate sample with a 95 percent confidence level and maximum error range of approximately 5 percent. MIG will work with subcontractor Northwest Survey & Data Systems (NSDS), Inc., a company specializing in surveys, to administer the survey. NSDS has a survey protocol for mailing which results in a high return rate. Using this protocol, NSDS will randomly select addresses and mail out the surveys with a postage-paid return envelope. A follow up mailing will be sent to those who do not respond to the first mailing. Using our survey software, MIG will program the data entry. MIG will provide a data entry module for installation on a City computer for data entry. Completed surveys will be sent to the City for data entry, a cost savings of \$1300. This will require approximately 40-50 hours of time.
- ***Survey Analysis:*** MIG will analyze the data after receiving the completed data entry files. MIG will provide a survey analysis report and the survey data tables to the City.

#### **Task 2.4 Prepare and submit needs and interests assessment**

MIG will prepare a Needs and Interests Assessment report that incorporates all of the findings of Tasks 2.1A through 2.1F; 2.2A through 2.2E, and 2.3. This report will identify park, facility, and programming needs, including number and general location of different types of parks.

### **Task 2.5 Conduct review meeting**

MIG will facilitate a review meeting with staff and the Advisory Subcommittee. MIG will also hold a Plan Progress Review Open House before the Advisory Subcommittee meeting. The purpose of this session is to provide an opportunity for City officials to drop in and provide comments. Parks and Recreation Commissioners, Planning Commissioners, and Councilors will be invited to attend the Advisory Subcommittee meeting and the plan progress review open house. Neighborhood leaders and those who participated in public outreach activities in Part 2 can also be invited to the review open house. This task includes time for a project coordination meeting with the City's project manager.

#### *Deliverables*

- Qualitative Outreach Techniques Summary Report
- City Officials Interview Questions
- Stakeholder Interview Questions
- Focus Group Agendas And Discussion Questions
- Workshop Kit
- On-Site Survey Instrument And Data Entry Module
- Draft of Mailed Survey Questions
- Revised Mailed Survey Questions
- Mailed Survey Instrument Proofs (Youth and Adult)
- Survey Data Entry Module
- Survey Analysis Report
- Needs and Interests Assessment Summary Report
- Meeting Agenda
- Summary Minutes

### **Part 3: Vision**

#### **Task 3.1 Identify/ invite key stakeholders (including County, School Board, Private/Non-profit providers)**

MIG will design a workshop poster/flyer and craft a press announcement for use by CdA staff to publicize the visioning workshop.

#### **Task 3.2 Conduct visioning workshop**

MIG will organize and facilitate a public visioning workshop to craft a vision for Coeur d'Alene's future park system and services. This workshop will be based on the results of Part 2, and will be participatory in nature. The City will determine the appropriate location and time for the meeting that will facilitate the attendance of the greatest number of residents. City staff, the Advisory Subcommittee, City officials, and participants in Task 2 activities will also be encouraged to attend this meeting. The visioning workshop will be scheduled to occur in conjunction with Task 2.5 for cost efficiency. The workshop may also be configured to occur in conjunction with a community activity or event to increase attendance by the general public.

**Task 3.3 Develop sub-system visions (parks, trails, greenways, urban forestry, open space, programs, etc.)**

Based on the results of Task 3.2, MIG will craft a draft vision for the Coeur d’Alene’s future park system and services, as well as visions for each of the major elements of the City’s leisure services. These visions will serve as a framework for the recommendations in the plan. This will include development of a Park System Plan map depicting the vision.

**Task 3.4 Develop conceptual master plans, illustrative sketches depicting major proposed expansions, improvements**

The cost to develop conceptual master plans will vary depending on the type of park, the facilities desired, and the alternatives reviewed. As optional Task A, MIG has provided a scope of work to develop a conceptual plan for a neighborhood park that includes generation of alternatives, selection of a preferred alternative, and plan refinement, and color rendering. Robert Litt, Landscape Designer, would be primarily responsible for this work, with oversight by David Walters, a Landscape Architect licensed in Idaho and coordination with Lauren Schmitt and Ryan Mottau. If CdA wishes to include any conceptual master plans, the scope of work for this element will be negotiated separately.

**Task 3.5 Conduct review meeting**

MIG will facilitate a review meeting with staff and the Advisory Subcommittee. MIG will also hold a Plan Progress Review Open House before the Advisory Subcommittee. The purpose of this session is to provide an opportunity for City officials to drop in and provide comments. Parks and Recreation Commissioners, Planning Commissioners, and Councilors will be invited to attend the Advisory Subcommittee meeting and the plan progress review open house. Neighborhood leaders and those who participated in public outreach activities in Part 2 and the Visioning Workshop can also be invited to the review open house. This task includes time for a project coordination meeting with the City’s project manager.

**Task 3.6 Refine vision, plans, and sketches**

MIG will refine the vision and the Park System Plan map based on comments at the two review meetings.

**Task 3.7 Prepare a summary of needed capital improvement projects**

Based on the vision, MIG will develop a summary of proposed capital improvement projects and non-capital (program, operating, etc.) improvements. This list of improvements will be circulated to staff and the Advisory Subcommittee for review and comment.

*Deliverables*

- Visioning Flyer/Poster
- Visioning Workshop Materials
- Visioning Workshop Summary
- Vision and Sub-system Vision Text
- Vision Map (Park System Plan)
- Refined Vision Text and Map

- Meeting Agenda
- Summary Minutes
- Summary of Proposed Capital Improvement Projects
- Summary of Non-Capital Improvements

## **Part 4: Funding and Implementation Plan**

### **Task 4.1 Prepare and submit a cost estimate of proposed capital improvement projects, programs, operations, and maintenance**

MIG will refine the Proposed Capital and Non-Capital Project Lists based on staff and Advisory Subcommittee comments. MIG will then develop costs for capital improvements and program improvements, and project the operations and maintenance costs after implementation of those improvements.

### **Task 4.2 Prepare a summary of potential funding vehicles for current and future services, including but not limited to increased taxes, bonds, user fees, grants, partnerships, etc.**

MIG will identify and evaluate various funding options the City could pursue for capital development.

### **Task 4.3 Conduct a funding/implementation workshop with City staff and Advisory Subcommittee to determine phasing priorities, to review various funding vehicles, and to determine a realistic, phased funding scenario for proposed improvements**

MIG will hold a funding workshop with staff and the Advisory Subcommittee to identify priorities and select preferred funding options.

### **Task 4.4 Prepare a funding /implementation strategy that includes:**

- **Phased recommendations for policy, operations, maintenance, and capital improvements over the next ten years**

Based on the results of Task 4.3, MIG will develop a customized funding strategy for capital improvements and program improvements.

### **Task 4.5 Goals for accomplishing the overall vision and recommendations of the plan**

MIG will develop goals to achieve the vision and sub-system visions and submit them for review.

### **Task 4.6 Submit draft funding and implementation plan for review and discussion**

MIG will submit the draft funding and implementation plan for review, and will participate in a telephone conference with staff to review the plan.

### **Task 4.7 Revise and resubmit implementation program, if required**

MIG will revise the implementation plan based on staff comments.

#### **Task 4.8 Conduct review meeting**

MIG will facilitate a review meeting with staff and the Advisory Subcommittee. MIG will also hold a Plan Progress Review Open House before the Advisory Subcommittee. The purpose of this session is to provide an opportunity for City officials to drop in and provide comments. Parks and Recreation Commissioners, Planning Commissioners, and Councilors will be invited to attend the Advisory Subcommittee meeting and the plan progress review open house. Neighborhood leaders and those who participated in public outreach activities in Part 2 and the Visioning Workshop can also be invited to the review open house. This task includes time for a project coordination meeting with the City's project manager.

#### **Task 4.9 Revise and resubmit implementation program**

MIG will revise the implementation plan based on comments from the review meetings conducted under Task 4.8.

#### *Deliverables*

- Capital and Non-Capital Cost Estimates
- Operations and Maintenance Cost Projections
- Summary Of Potential Funding Vehicles
- Agenda for Funding Workshop
- Funding/Implementation Workshop Minutes To Include Policy Changes, Etc.
- Draft Funding/Implementation Plan
- Revised Funding/Implementation Plan
- Second Revision, Funding/Implementation Plan
- Meeting Agenda
- Summary Minutes

### **Part 5: Comprehensive Parks and Recreation Master Plan**

#### **Task 5.1 Prepare and submit Final Draft Report**

- **Executive Summary/Poster**
- **Existing Conditions Memorandum**
- **Needs and Interests Assessment Summary**
- **Vision Map, Conceptual Plans and Sketches**
- **Summary of Proposed Capital Improvement Projects**
- **Cost Estimate**
- **Implementation Plan**
- **Appendices**

MIG will prepare a Draft Comprehensive Parks and Recreation Master Plan that is readable, attractive, and implementation-focused. The Plan will incorporate key elements of work products from earlier tasks, but will focus more on action and the future.

### **Task 5.2 Review of Final Draft Report**

MIG will review the Draft Comprehensive Parks and Recreation Master Plan with staff during a telephone conference.

### **Task 5.3 Conduct review meeting(s)**

- **Staff**
- **Advisory Subcommittee**
- **Neighborhood/Public**
- **Parks and Recreation Commission/Planning Commission**
- **City Council**

MIG will facilitate two review meetings: One with staff and one with the Advisory Subcommittee. MIG will also hold a Plan Progress Review Open House before the Advisory Subcommittee. The purpose of this session is to provide an opportunity for City officials to drop in and provide comments. Parks and Recreation Commissioners, Planning Commissioners, and Councilors will be invited to attend the Advisory Subcommittee meeting and the plan progress review open house. Neighborhood leaders and those who participated in public outreach activities in Part 2 and the Visioning Workshop can also be invited to the review open house.

### **Task 5.4 Revise and submit final report to City Council for adoption/approval**

Based on results of the review meetings, MIG will revise the Draft Comprehensive Parks and Recreation Master Plan and submit it to staff. CdA staff will be responsible for taking the plan through the adoption process

#### *Deliverables*

- Draft Comprehensive Parks and Recreation Master Plan (electronic document)
- Meeting Agendas (Staff, Advisory Subcommittee, Progress Review Open House)
- Summary Minutes (Staff, Advisory Subcommittee, Progress Review Open House)
- Final Comprehensive Parks and Recreation Master Plan. MIG will provide a reproducible copy and electronic documents. CdA is responsible for printing of report.

## Coeur d'Alene Parks &amp; Recreation Master Plan

## Draft Budget

Prepared by MIG Inc.

Date: April 18, 2006

| Task  | Brian Scott | Lauren Schmitt | Jerry Draggoo | Mottau/ Sauter | Renkens   | Administrative Assistant | Total Labor     | Expenses       | Total           |
|---|-------------|----------------|---------------|----------------|-----------|--------------------------|-----------------|----------------|-----------------|
| <i>Hourly Billing Rates</i>   | \$150       | \$95           | \$135         | \$70           | \$75      | \$55                     |                 |                |                 |
| <b>1. EXISTING CONDITIONS ANALYSIS</b>                                |             |                |               |                |           |                          |                 |                |                 |
| 1.1 Inventory of Parks, Facilities, and Programs                      |             | 1              |               | 8              |           | 1                        | \$710           |                | \$710           |
| 1.2 Base Maps   |             | 1              |               | 1              | 12        |                          | \$1,065         |                | \$1,065         |
| 1.3 Visit Parks   |             | 12             |               | 12             |           | 1                        | \$2,035         | \$300          | \$2,335         |
| 1.4 Evaluate Staffing and Operations, 3 Benchmarks                    |             |                |               | 4              |           | 1                        | \$335           |                | \$335           |
| 1.5 Existing Conditions Memorandum                                    | 1           | 4              |               | 36             |           | 1                        | \$3,105         |                | \$3,105         |
| 1.6 Conduct Review Meeting  |             | 8              |               | 10             |           | 1                        | \$1,515         | \$300          | \$1,815         |
| Miscellaneous and Administration                                      |             | 2              |               | 2              |           | 2                        | \$440           | \$15           | \$455           |
| <b>Subtotal</b>   | <b>1</b>    | <b>28</b>      | <b>0</b>      | <b>73</b>      | <b>12</b> | <b>7</b>                 | <b>\$9,205</b>  | <b>\$615</b>   | <b>\$9,820</b>  |
| <b>2. NEEDS AND INTERESTS SUMMARY</b>                                 |             |                |               |                |           |                          |                 |                |                 |
| 2.1 Qualitative Techniques  |             | 1              |               | 8              |           | 4                        | \$875           |                | \$875           |
| 2.1A Commissioner and Council Interviews                              |             | 8              |               |                |           | 1                        | \$815           | \$300          | \$1,115         |
| 2.1B Interviews (6)   |             |                |               | 8              |           |                          | \$560           |                | \$560           |
| 2.1D Focus Groups (4)   |             | 8              |               | 8              |           | 4                        | 1540            | \$300          | \$1,840         |
| 2.2 Conduct Quantitative Techniques                                   |             | 1              |               | 1              |           |                          | \$165           |                | \$165           |
| 2.2A Benchmarks   |             |                |               | 4              |           |                          | \$280           |                | \$280           |
| 2.2B Acreage LOS  |             |                |               | 2              |           |                          | \$140           |                | \$140           |
| 2.2C Facilities LOS   |             |                |               | 2              |           |                          | \$140           |                | \$140           |
| 2.2D Geographic Service Areas   |             | 1              |               | 4              | 8         |                          | \$975           |                | \$975           |
| 2.2E Demographic Analysis   |             | 1              |               | 4              | 8         |                          | \$975           |                | \$975           |
| 2.3 Mailed Survey   |             | 8              |               | 48             |           | 12                       | \$4,780         | \$7,700        | \$12,480        |
| 2.4 Prepare Needs and Interests Assessment                            |             | 16             |               | 40             |           | 2                        | \$4,430         |                | \$4,430         |
| 2.5 Review Meeting  |             | 12             |               | 4              |           | 1                        | \$1,475         | \$600          | \$2,075         |
| Miscellaneous and Administration                                      |             | 2              |               | 2              |           |                          | \$330           | \$15           | \$345           |
| <b>Subtotal</b>   | <b>0</b>    | <b>58</b>      | <b>0</b>      | <b>135</b>     | <b>16</b> | <b>24</b>                | <b>\$17,480</b> | <b>\$8,915</b> | <b>\$26,395</b> |
| <b>3. VISION</b>  |             |                |               |                |           |                          |                 |                |                 |
| 3.1 Visioning Flyer and Press Release                                 |             | 1              |               | 4              |           |                          | \$375           |                | \$375           |
| 3.2 Visioning Workshop  | 8           | 6              |               | 6              |           | 4                        | \$2,410         | \$600          | \$3,010         |
| 3.3 Sub-System Visions  | 2           | 10             |               | 32             | 8         | 1                        | \$4,145         |                | \$4,145         |
| 3.4 Conceptual Master Plans (Not Included - See Optional Items Below) |             |                |               |                |           |                          | \$0             |                | \$0             |
| 3.5 Conduct Review Meeting  |             | 12             |               | 4              |           | 1                        | \$1,475         | \$600          | \$2,075         |
| 3.6 Refine Vision, Plans, and Sketches                                |             | 4              |               | 16             | 4         |                          | \$1,800         |                | \$1,800         |
| 3.7 Summary of Capital Improvement Projects                           |             | 8              | 1             | 12             |           | 2                        | \$1,845         |                | \$1,845         |
| Miscellaneous and Administration                                      |             | 2              |               | 2              |           |                          | \$330           | \$15           | \$345           |
| <b>Subtotal</b>   | <b>10</b>   | <b>43</b>      | <b>1</b>      | <b>76</b>      | <b>12</b> | <b>8</b>                 | <b>\$12,380</b> | <b>\$1,215</b> | <b>\$13,595</b> |
| <b>4. FUNDING AND IMPLEMENTATION PLAN</b>                             |             |                |               |                |           |                          |                 |                |                 |
| 4.1 Capital Project, Operations, Programs, Maintenance Costs          |             | 4              | 8             | 24             |           | 1                        | \$3,195         |                | \$3,195         |
| 4.2 Summary of Potential Funding                                      |             |                | 8             | 8              |           | 1                        | \$1,695         |                | \$1,695         |
| 4.3 Funding/Implementation Workshop                                   |             | 10             |               | 2              |           | 1                        | \$1,005         | \$350          | \$1,355         |
| 4.4 Funding and Implementation Strategy                               |             | 1              | 8             | 16             |           | 1                        | \$2,350         |                | \$2,350         |
| 4.5 Goals   |             | 4              |               | 8              |           |                          | \$940           |                | \$940           |
| 4.6 Review of Draft Funding and Implementation Plan                   |             | 1              | 1             | 1              |           |                          | \$300           |                | \$300           |
| 4.7 Revised Funding and Implementation Plan                           |             | 1              | 1             | 4              |           |                          | \$510           |                | \$510           |



## Coeur d'Alene Parks &amp; Recreation Master Plan

## Draft Budget

Prepared by MIG Inc.

Date: April 18, 2006

| Task  | Brian Scott | Lauren Schmitt | Jerry Draggoo | Mottau/ Sauter | Renkens       | Administrative Assistant | Total Labor     | Expenses        | Total           |
|---|-------------|----------------|---------------|----------------|---------------|--------------------------|-----------------|-----------------|-----------------|
| 4.8 Review Meeting  |             | 12             |               | 4              |               | 1                        | \$1,475         | \$600           | \$2,075         |
| 4.9 Second Revision, Funding and Implementation Plan              |             | 1              | 1             | 8              |               |                          | \$790           |                 | \$790           |
| Miscellaneous and Administration                                  |             | 2              |               | 2              |               |                          | \$330           | \$15            | \$345           |
| <b>Subtotal</b>   | <b>0</b>    | <b>36</b>      | <b>27</b>     | <b>77</b>      | <b>0</b>      | <b>5</b>                 | <b>\$12,590</b> | <b>\$965</b>    | <b>\$13,555</b> |
| <b>5. COMPREHENSIVE PARKS AND RECREATION MASTER PLAN</b>          |             |                |               |                |               |                          |                 |                 |                 |
| 5.1 Prepare and Submit Final Draft Report                         | 2           | 12             | 2             | 60             | 4             | 4                        | \$6,430         |                 | \$6,430         |
| 5.2 Review of Final Draft Report                                  |             | 1              |               | 1              |               |                          | \$165           |                 | \$165           |
| 5.3 Review Meeting  |             | 12             |               | 4              |               | 1                        | \$1,475         | \$600           | \$2,075         |
| 5.4 Revise and Submit Final Report                                |             | 2              |               | 16             | 2             | 4                        | \$1,680         |                 | \$1,680         |
| Miscellaneous and Administration                                  |             | 2              |               | 2              |               | 2                        | \$440           | \$15            | \$455           |
| <b>Subtotal</b>   | <b>2</b>    | <b>29</b>      | <b>2</b>      | <b>83</b>      | <b>6</b>      | <b>11</b>                | <b>\$10,190</b> | <b>\$615</b>    | <b>\$10,805</b> |
| <b>TOTAL, TASKS 1 THROUGH 5</b>                                   | <b>13</b>   | <b>194</b>     | <b>30</b>     | <b>444</b>     | <b>46</b>     | <b>55</b>                | <b>\$61,845</b> | <b>\$12,325</b> | <b>\$74,170</b> |
| <b>OPTIONAL TASK: NEEDS AND INTERESTS SUMMARY</b>                 |             |                |               |                |               |                          |                 |                 |                 |
| 2.1C Neighborhood/Community/Public Workshops (Outreach Materials) |             | 4              |               | 8              |               | 12                       | \$1,600         | \$15            | \$1,615         |
| <b>TOTAL, OPTIONAL TASK 2.1C</b>                                  | <b>0</b>    | <b>4</b>       | <b>0</b>      | <b>8</b>       | <b>0</b>      | <b>12</b>                | <b>\$1,600</b>  | <b>\$15</b>     | <b>\$1,615</b>  |
|   | Brian Scott | Lauren Schmitt | Dave Walters  | Robert Litt    | Mottau/Sauter | Administrative Assistant |                 |                 |                 |
| <i>Hourly Billing Rates</i>                                       | \$150       | \$95           | \$135         | \$75           | \$70          | \$55                     |                 |                 |                 |
| <b>OPTIONAL TASK A: CONCEPTUAL PARK MASTER PLAN</b>               |             |                |               |                |               |                          |                 |                 |                 |
| B.1 Site Base Map, Including Air Photo                            |             |                |               | 6              |               |                          | \$420           | \$100           | \$520           |
| B.2 Preparation of Up 3 Alternatives                              |             | 1              | 2             | 18             | 1             |                          | \$1,700         | \$100           | \$1,800         |
| B.3 Refinement of Preferred Alternative                           |             | 1              | 2             | 16             | 1             |                          | \$1,560         | \$100           | \$1,660         |
| B.4 Final Conceptual Master Plan                                  |             |                | 1             | 20             |               | 1                        | \$1,590         | \$100           | \$1,690         |
| <b>TOTAL, OPTIONAL TASK B</b>                                     | <b>0</b>    | <b>2</b>       | <b>5</b>      | <b>60</b>      | <b>2</b>      | <b>1</b>                 | <b>\$5,270</b>  | <b>\$400</b>    | <b>\$5,670</b>  |

**PARKS AND RECREATION COMMISSION  
STAFF REPORT**

**DATE:** May 8, 2006  
**FROM:** Howard Gould, Building Maintenance Supervisor  
**SUBJECT: RESTROOM SHELTER FOR PHIPPENY PARK**  
*(Council Action Required)*

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**DECISION POINT:**

Recommend approval of a new portable restroom shelter at Phippeny Park.

**HISTORY:**

Phippeny Park is very popular with residents in the area particularly those with young children. Several daycare facilities in the area utilize the park as well. The playground structure was replaced in March of this year.

**FINANCIAL ANALYSIS:**

The \$15,560.00 cost to add a new portable restroom shelter would be paid out of the Parks Department capital improvement infrastructure account.

**PERFORMANCE ANALYSIS:**

The restroom shelter is a city standard for portable restrooms in our parks. The shelter is aesthetically pleasing to the eye; it also protects our customers from the weather while using our facilities.

**DECISION POINT/RECOMMENDATION:**

Recommend to the City Council to authorize the installation of a new portable restroom in Phippeny Park at a cost of \$15,560.00.

RESOLUTION NO. 06-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR CONSTRUCTION OF A PORTABLE RESTROOM SHELTER AT PHIPPENY PARK, WITH GINNO CONSTRUCTION ITS PRINCIPAL PLACE OF BUSINESS AT 106 E. POPLAR AVENUE, COEUR D'ALENE, IDAHO 83814.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Ginno Construction, for the construction of a portable restroom shelter at Phippeny Park pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for the construction of a portable restroom shelter at Phippeny Park, 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 16<sup>th</sup> day of May, 2006.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

CITY HALL, 710 E Mullan Avenue  
Coeur d'Alene, Idaho 83814  
208-769-2252 FAX: 208-769-2383

May 16, 2006

Kris Pereira  
Ginno Construction Company  
106 E. Poplar Avenue  
Coeur d'Alene, ID 83814

Dear Kris:

The purpose of this letter is to confirm our agreement regarding the Phippeny Park Restroom Shelter for the City of Coeur d'Alene.

Your quote dated May 1, 2006, (*attached*) provides the City the most competitive price and is therefore accepted. We have agreed that starting on or about June 1, 2006, work will commence and be completed by August 1, 2006. The scope of work includes construction as per construction drawings. It is further agreed that Ginno Construction Company will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortious act or omission by Ginno Construction Company or any of its employees in performing this job. Payment will be made only after substantial completion of the work and acceptance by the City.

Before commencing work, the following must be provided to this office: 1) proof of workman's compensation insurance, and 2) an insurance policy naming the City as an additional insured with minimum policy amount of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence. Additionally, Idaho law (I.C. 44-1001) requires that for all construction, repair or maintenance work performed for the City, the contractor must employ 95% bona fide Idaho residents unless the contractor employs less than 50 people. In that case, up to 10% nonresidents may be employed on the job.

The invoices will be sent addressed to the above address.

Please acknowledge this agreement and return it via fax (769-2383) to this office.

Sincerely,

Doug Eastwood  
Parks Director

**CONTRACTOR ACCEPTANCE OF TERMS**

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

cc: City Attorney



May 1, 2006

Mr. Doug Eastwood  
City of Coeur d'Alene  
710 E. Mullen Dr.  
Coeur d'Alene, ID 83814

RE: PHIPENNY PARK  
Toilet Shelter

Dear Doug:

The cost to install a single unit toilet shelter per plans buy Forte Architects dated 2-27-06 is in the amount of \$15,560.00.

This amount does not include permits our grading for pad. We have included a 6 foot apron in front of the shelter for handicap access.

Should you have any questions please do not hesitate to call.

Sincerely;

Ginno Construction Company

A handwritten signature in black ink, appearing to read "Kris Pereira", is written over a horizontal line.

Kris Pereira  
President

106 E. Poplar Avenue • Coeur d'Alene, Idaho 83814 • Phone 208-667-5560 • Fax 208-665-0471

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday, May 8, 2006  
4:00 p.m., Council Chambers

**MEMBERS PRESENT**

Deanna Goodlander, Chairman  
Ron Edinger

**MEMBERS ABSENT**

A.J. "Al" Hassell, III

**STAFF MEMBERS PRESENT**

Mike Gridley, City Attorney  
Sgt. Brainard  
Captain Childers  
Jon Ingalls, Deputy City Administrator  
Kathy Lewis, Deputy City Clerk

**CITIZENS PRESENT**

Tom Green, CdA Press  
Jeremy Boggess  
Steve Torres, Contractor  
Terry Cooper, Downtown Association  
Jack Riggs The Pita Pit  
Jerry Goggin, Brix  
Sam Wallin Java on Sherman  
Mark Porath, Crickets  
David Larson

**Item 1. Policy Amendments to Sidewalk Encroachment/Outdoor Eating/Alcoholic beverage Permit.  
(Agenda Item)**

Jon Ingalls explained that the City issues permits for outdoor eating and alcohol to establishments. Problems arise with establishments maintaining the approved boundaries when patrons push chairs and tables out into the pedestrian travel paths, resulting in Citizen complaints about the inability to travel in the pedestrian travel lane which is to be maintained at 42 inches. Mr. Goggin from Brix Restaurant has suggested the City use a post system (stanchions) that is cored into the sidewalk to maintain the barriers to eliminate the excess encroachment into the travel lanes. The stanchions should reduce complaints from citizens and the amount of time Law and Code Enforcement spend at businesses measuring the boundaries. The new policy would only allow businesses to seat people in front of their own establishment rather than expanding beyond their sidewall, as they are now allowed to do. A \$100 fee per permit would replace the current \$30 fee for the sidewalk encroachment. The establishment obtaining the permit would pay all costs for coring the sidewalk, posts, installation, and maintenance. Jon added that Mr. Goggin of Brix approached the City wanting to serve beverages in glassware. Staff feels they could accept glassware, with the limitation of plastic ware for events such as Car d'Alene, and the Fourth of July or other events as deemed necessary by the Police Department.

Kathy Lewis stated that though Jeff Woolsey from Scott-Ja-Mamas B-B-Q and Tom and Aaron Robb from Iron Horse were unable to attend the meeting, they wanted the City Council to know that they support this request.

Councilman Edinger asked Kathy how many complaints are actually received. Kathy replied "quite a few". Councilman Edinger added that he receives complaints for just about everything though he's not heard any complaints about this nor has he experienced this problems when walking downtown with his wife. He requested staff keep the Council advised of any future complaints on this matter. Councilman Edinger

asked about curb-side seating. Kathy replied that Idaho Law requires those establishments serving alcohol must have their seating contiguous to the building, not at curb side.

Captain Childers spoke in support of the post system stanchions as the flower pot type stanchions get moved. The post system would allow for easy monitoring and not having to hassle the owners of the establishments.

Councilman Goodlander asked Terry Cooper, Downtown Association, about the tree grates. Mr. Cooper said they are looking at having the grates that are in trouble areas re-welded to have the ADA required spacing of the grates.

Sam Wallin, Java on Sherman, spoke in support of the posts though he believes businesses like his should be exempt from the stanchions because he does not serve alcohol and because he is a family business where patrons have strollers and often times, dogs. Mr. Wallin asked about removing/moving the newspaper stands in front of his business. Kathy Lewis stated that the City will be holding a meeting regarding that matter and will keep him informed.

Jack Riggs, owner of the Pita Pit, spoke in support of the posts for those businesses serving alcohol and/or meals and exemption for coffee shops/carry-out. Mr. Riggs believes the stanchions currently being used are too large.

David Larson, representing the downtown walkers, only hopes the pedestrian traffic lanes are sufficient.

Terry Copper added that the Downtown Association will work with those businesses not requiring the post stanchions to ensure compliance.

Mike Gridley, City Attorney, asked Kathy Lewis to look at the location of trash receptacles and bike racks as well as newspaper stands.

In conclusion, Councilmember Goodlander added that the downtown sidewalks will soon be decorated with water fountains as well. The downtown sidewalks are going to be really full.

**MOTION: THE COMMITTEE is recommending that the City Council approve staffs request to amend the existing outdoor eating policy to include the installation of a post system stanchions at all establishments serving alcohol, making it mandatory by the 2007 season and setting a public hearing to implement the new fee.**

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

**DEANNA GOODLANDER, Chairman**

Juanita Van Cleave  
Recording Secretary



**To:** General Services Committee and City Council  
**Re:** Outdoor Eating Permits  
**Date:** May 03, 2005  
**From :** Susan Weathers, City Clerk and Kathy Lewis, Deputy City Clerk

**Decision Point:** The Council is requested to change the existing outdoor eating policy and permit process to the proposed outdoor eating policy and encroachment permit process.

**History:** The City issues outdoor eating and alcohol permits to establishments. Problems arise with establishments maintaining the submitted boundaries. Citizens complain about the inability to travel in the pedestrian travel lane which is to be maintained at 42 inches.

Jerry Goggin of Brix has suggested that the City use a post system that is cored into the sidewalk to maintain the barriers to eliminate the excess encroachment into the travel lanes. Steve Torres, contractor for Brix was familiar with this type of system that he has seen used elsewhere. He supplied a brochure and had Allied Welding produce a sample, and estimated cost to produce the posts. The new policy also would only allow the businesses to seat people in front of their own establishment rather than expanding beyond their sidewalk as they are now allowed to do. Anyone obtaining a permit for the 2007 season would be required to core the sidewalk. A level cap is in place when the posts are removed. There have been several meetings held with the permit holders and the resulting policy was developed. The accompany brochure and picture of sample are enclosed.

Goggin of Brix also approached the City wanting to serve beverages in glassware. Several years ago, the policy was changed by agreement with the downtown merchants, after police injuries, that beer and mixed drinks would be served only in plastic ware at outdoor tables. No beer or wine bottles are allowed on outdoor tables. Mr. Goggin's point is that establishments use water glasses and glass plates, which may also be thrown at someone. Staff feels they could accept glassware, with the limitation of plasticware only for several events such as Car d'Alene and the Fourth of July or other events deemed necessary by the Police.

**Financial Analysis:** The cost to the City would be the time for a staff person to mark the sidewalk before it is cored. A \$100 fee per permit would replace the current \$30 fee for the sidewalk encroachment. This fee is utilized to cover the time spent marking the sidewalk, as well as continuing enforcement of any codes relating to outdoor eating and alcohol. The establishment obtaining the permit would pay all costs for coring the sidewalk, posts, installation, and maintenance.

**Performance Analysis:** Establishments wanting to immediately core this season would be allowed to do so on a voluntary basis. Permit holders for the 2007 season would be required to core and install posts. This includes businesses serving food only, as well as food and alcohol. The \$100.00 fee would begin with any new permits issued. The encroachment permit process rather than the current permit process allows the City better latitude in revocation of the permit if continual enforcement is required.

**Quality of Life Analysis:** This makes the outside eating barriers consistent and less likely for patrons to push chairs and tables out into the pedestrian travel paths. The measurements meet ADA standards and ensure compliance. This should reduce complaints from citizens and the amount of time that code enforcement spends at businesses measuring on a continual basis.

**Decision Point:** Should the City Council change the existing outdoor eating policy to the new proposed policy that has been developed with the downtown businesses, making it mandatory by the 2007 season and set a hearing to implement the new fee?.

RESOLUTION NO. 06-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO ESTABLISHING POLICIES FOR FOOD AND/OR ALCOHOLIC BEVERAGE  
SERVICE AREAS ON PUBLIC SIDEWALKS

WHEREAS, the need for citywide policies regarding food and/or alcoholic beverage service areas on public sidewalks has been deemed necessary by the City Council; and

WHEREAS, the General Services Department has proposed policies regarding these issues, and the same were discussed at the General Services Committee meeting May 8<sup>th</sup>, 2006; and

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

BE IT RESOLVED, by the Mayor and City Council of the city of Coeur d'Alene that the policy attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 16<sup>th</sup> day of May, 2006

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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

## POLICY

**POLICY:** FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

**PURPOSE:** TO ESTABLISH CRITERIA FOR ISSUING ENCROACHMENT PERMITS FOR THE PURPOSE OF ALLOWING THE SERVICE OF FOOD AND/OR ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PUBLIC SIDEWALKS.

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### **Purpose Statement:**

The purpose of this policy is to establish the process for issuing annual encroachment permits allowing the service of food and alcoholic beverages for consumption on public sidewalks adjacent to restaurants within city limits. This policy also establishes the guidelines that must be followed by the licensed facility in order to retain the permit. No alcoholic beverages may be sold, served, or consumed at the outdoor eating facility except as may be authorized pursuant to this policy.

### **Application:**

In order to be complete, the application must contain the following information or be accompanied by the following attachments:

1. An indication that that the applicant is seeking a food only or a food and alcohol permit. To qualify for a food and alcohol permit the eating establishment must meet the definition of eating establishment contained at M.C. 5.08.0165.
2. If a food and alcohol permit is sought, a copy of the subject eating establishment's liquor licenses (including beer and/or wine) must be provided. Provided however that the applicant may apply for a City liquor license at the same time.
3. A drawing or other visual depiction of the type, layout and number of tables, chairs and the stanchion and barrier system and signage to be used in the encroachment area, if applicable, as well as the width of the sidewalk along the frontage of the eating establishment and all pathway obstructions in the sidewalk across the frontage. For the purpose of this policy, obstructions include but are not be limited to light poles, building facades, trees, tree grates, umbrellas, chairs/benches, tables, partitions, or other street furniture.
4. The appropriate fee as set by resolution of the City Council.

5. The appropriate per seat sewer cap fee.
6. A liability insurance policy, acceptable to the City Attorney, naming the City as an additional insured in the amount of \$500,000 for property damage or bodily or personal injury or death or loss as a result of any one occurrence or accident regardless of the number of person injured or the number of claimants. The policy must remain in effect for the term of the permit and provide for specific notification to the City in the event that the policy is cancelled.

All applications shall be submitted to the City Clerk who will, upon compliance with this policy and other applicable laws and standards, issue the appropriate permit, which shall expire on December 31<sup>st</sup> of each year.

#### **Design and Layout Standards:**

1. The encroachment area must be designed to ensure a continuous 42” wide clear passage for pedestrians at a minimum and to ensure that the sidewalk meets ADA standards for accessible routes. In addition, the layout of the encroachment area must ensure that the tables, chairs and any other furniture or structure placed in the encroachment area does not interfere with other sidewalk furnishings or with the ability of a person to exit a vehicle parked at the curb.
2. Outdoor eating facilities located at intersections may not place tables or other vision obstructions within the vision triangle as defined by M.C. 12.36.425.
3. The encroachment area may not extend beyond the side walls of the principal eating facility perpendicular to the street.

#### **Food and Alcohol Permit Additional Design Requirements:**

4. Approved semi-permanent partitions of the type depicted in this policy must be utilized to enclose the encroachment area. The stanchions must be affixed to the sidewalk by core drilling and placing a socket and cap fixture into the sidewalk with the top of the socket installed flush with the sidewalk. The stanchions must be 3’ tall and 1.5 to 2” in diameter and the socket depth must be at least 4”. The stanchions may be spaced no more than 7’ apart. An approved all weather material rope or light weight chain barrier must be securely attached to each stanchion and the building façade so as to enclose the encroachment area. The barrier must be attached in taut manner so as to maintain a rigid perimeter. The stanchion and barriers must be locked or secured in such a manner that will prevent them from being detached or removed without the assistance of the

establishment's staff. When the stanchions are removed from the socket, a socket fixture cap must be installed and maintained in a level, secure manner.

5. A sign no smaller than nine inches (9") by twelve inches (12") must be posted at a height of five feet (5') at each exit from the encroachment area. The sign must read: "It is unlawful to consume on these premises any alcoholic beverage not purchased here or to remove any open container of alcohol from the sidewalk eating area."

### **Conditions of Approval**

#### **All permit holders:**

The permit, if granted by the City, is conditioned on the permittee maintaining the encroachment area in the manner depicted in the application. In addition, the permittee must:

1. Take all necessary steps to prevent patrons, and/or employees from encroaching into the required clear passage area.
2. Maintain the encroachment area and surrounding areas in a clean and sanitary manner, including, but not limited to, maintaining appropriate trash receptacles on restaurant property as well as sweeping the full right-of-way on a daily basis. The permittee must also immediately clean any spills, food debris, broken glass and other trash which may accumulate on the sidewalk.
3. Promptly comply with all requests of a duly authorized representative of the City regarding removal of stanchions, street furniture or glassware in the event the City determines that the use of stanchions, street furniture or glassware creates a public safety hazard.
4. Comply with all other local, state, or federal laws, ordinances, and regulations, including but not limited to health rules, laws pertaining to the sale and consumption of alcoholic beverages, and fire code regulations.

#### **Additional Conditions for Food and Alcohol Permit Holders:**

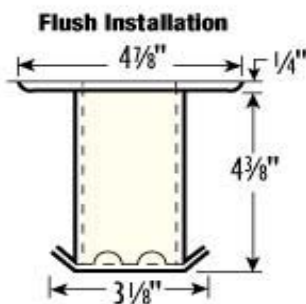
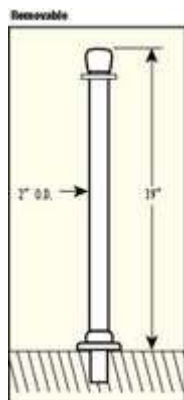
5. Prohibit the sale or consumption of alcoholic beverages in the encroachment area between the hours of 11:00 p.m. and 10:00 a.m.
6. Take all necessary steps to prevent patrons from leaving the encroachment area with an alcoholic beverage.

7. Beverages may be poured from bottles into glass or plastic ware by employees of the restaurant provided that empty bottles are promptly removed. Wine, when purchased by the bottle, may be placed at the table or the wine may be transferred to a carafe. However, any unused portion to be removed from the premises must be packaged in a manner to prevent public consumption or an open container violation.
8. Not use glassware during the following events or other public events that the City determines creates a public safety hazard due to overcrowding, congestion or other public safety concerns. In the event that the City determines that glassware may not be used the City will endeavor to provide as much notice as is reasonably possible given the then existing circumstances.
  - a. Car d'Alene.
  - b. 4<sup>th</sup> of July.

**Denial and Revocation of Permits:**

The process of revocation and the grounds therefore shall be governed by the encroachment permit. The City reserves the right to deny new permits to eating establishments for any reason that would justify revocation of a permit.

**Typical Stanchion and Socket:**



**ENCROACHMENT AGREEMENT  
FOR PARTIIONED EATING AREAS ON SIDEWALKS**

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 \_\_\_\_\_, hereinafter referred to as the "Permittee", to encroach in public right-of-way to wit:

\_\_\_\_\_ as shown on a plat recorded in Plat Book \_ at page \_\_\_, Coeur d'Alene, Kootenai County, Idaho as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the purpose of constructing and maintaining an outdoor food service area that meets the requirements of City policy for food service areas on public sidewalks (Policy #\_\_\_). The encroachment area is more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.
2. This permit, unless otherwise terminated or revoked, will expire at midnight on December 31<sup>st</sup> 200\_\_.
3. The City reserves the right to terminate or revoke this permit, either temporarily or permanently, 30 days after written notice of revocation, addressed to the Permittee at \_\_\_\_\_, is deposited in the United States Mail with the proper postage affixed. The Permittee shall remove the encroachment within the allowed 30 days. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, the City may remove the encroachment 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. Provided however, that the City specifically reserves the right to immediately suspend this permit for up to 30 days for good cause including but not limited to emergency situations, work in the public right of way and violations of policy # \_\_\_ that creates an imminent threat to public safety.
4. 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 permit is limited.



5. The Permittee shall indemnify, defend and 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.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation shall be borne by Permittee. Should the City, its agents, or employees in any manner damage any 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.

7. Permittee agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes of serving food (with or without alcohol service) as allowed by policy # \_\_\_\_.

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

9. This agreement shall be binding on the Permittee, its 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. 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 permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF COEUR D' ALENE

PERMITTEE

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

\_\_\_\_\_

ATTEST:

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

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene executed the same.

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

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

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared. \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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:

OTHER BUSINESS

**RESOLUTION 06-034  
(LIBRARY BID AWARD)  
AND ACCOMPANYING STAFF REPORT  
WILL BE HAND-CARRIED.**

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**May 8, 2006**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Dixie Reid, Committee Chairman  
Council Member Woody McEvers  
Council Member Mike Kennedy

**CITIZENS PRESENT**

Janet Robnett, Item #1  
John Barlow, Item #11

**STAFF PRESENT**

Wendy Gabriel, City Administrator  
Jim Markley, Water Supt.  
Warren Wilson, Deputy City Attorney  
Troy Tymesen, Finance Director  
Amy Ferguson, Staff Liaison

**Item 1            Blackwell Island/Marina Annexation**

Warren Wilson, Deputy City Attorney, requested approval of the proposed annexation agreement with Marina Yacht Club, LLC for the annexation of the remainder of Blackwell Island that is not currently within City Limits. Mr. Wilson explained that the annexation agreement addresses the issues of providing public utilities to the property, pedestrian/bicycle trails, annexation fees, and flood plain development hazards. In addition, as a part of the annexation agreement, the applicant will be required to develop a sewer master plan and provide a slip at the marina for an emergency services boat. The annexation agreement also preserves the ability to build a bike path and the city will retain the easement to do so. In addition, the applicant has requested the right of first refusal in the event that the City ever decides to dispose of its parcel of property on Blackwell Island. The applicant also has completed a flood plain study which has been reviewed by the City Engineer and the City Engineer has agreed to issue a flood plain development permit. Councilman Reid indicated that she would also like to see a designated parking space or parking area for emergency vehicles in the agreement.

**MOTION:        RECOMMEND Council approval of RESOLUTION No. \_\_\_\_ adopting the Annexation Agreement with Marina Yacht Club, LLC. [NOTE: The annexation agreement and annexation ordinance for Blackwell Island will be presented at the June 6<sup>th</sup> Council Meeting.]**

The meeting adjourned at 4:50 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SEVEN MONTHS ENDED  
 30-Apr-2006

| FUND OR<br>DEPARTMENT      | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>4/30/2006 | PERCENT<br>EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council              | Personnel Services     | \$152,380         | \$89,282                | 59%                 |
|                            | Services/Supplies      | 23,345            | 9,546                   | 41%                 |
| Administration             | Personnel Services     | 364,030           | 227,993                 | 63%                 |
|                            | Services/Supplies      | 54,290            | 26,337                  | 49%                 |
| Finance                    | Personnel Services     | 520,965           | 294,901                 | 57%                 |
|                            | Services/Supplies      | 124,220           | 58,306                  | 47%                 |
| Municipal Services         | Personnel Services     | 581,262           | 321,451                 | 55%                 |
|                            | Services/Supplies      | 352,339           | 217,241                 | 62%                 |
|                            | Capital Outlay         | 14,000            | 13,526                  | 97%                 |
| Human Resources            | Personnel Services     | 167,065           | 96,864                  | 58%                 |
|                            | Services/Supplies      | 53,952            | 19,060                  | 35%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Legal                      | Personnel Services     | 925,404           | 530,990                 | 57%                 |
|                            | Services/Supplies      | 107,986           | 57,722                  | 53%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Planning                   | Personnel Services     | 408,242           | 239,128                 | 59%                 |
|                            | Services/Supplies      | 23,900            | 29,036                  | 121%                |
| Building Maintenance       | Personnel Services     | 154,053           | 85,108                  | 55%                 |
|                            | Services/Supplies      | 181,100           | 83,715                  | 46%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Police                     | Personnel Services     | 6,395,776         | 3,674,851               | 57%                 |
|                            | Services/Supplies      | 465,402           | 463,949                 | 100%                |
|                            | Capital Outlay         | 206,626           | 177,728                 | 86%                 |
| Fire                       | Personnel Services     | 4,204,574         | 2,492,833               | 59%                 |
|                            | Services/Supplies      | 330,789           | 196,376                 | 59%                 |
|                            | Capital Outlay         |                   | 124,599                 |                     |
| General Government         | Personnel Services     | 62,400            | 3,688                   | 6%                  |
|                            | Services/Supplies      | 71,822            | 71,822                  | 100%                |
| Local Law Enforcemnt Grant | Services/Supplies      | 17,520            | 18,185                  | 104%                |
| Byrne Grant (Federal)      | Personnel Services     | 13,883            | 2,108                   | 15%                 |
|                            | Services/Supplies      | 43,944            | 18,555                  | 42%                 |
|                            | Capital Outlay         |                   |                         |                     |
| COPS Grant                 | Services/Supplies      | 317,450           | 144,190                 | 45%                 |
| Byrne Grant                | Personnel Services     | 35,044            | 36,630                  | 105%                |
|                            | Services/Supplies      | 3,000             | 628                     | 21%                 |
| K.C.J.A. Drug Task Force   | Services/Supplies      | 24,140            | 9,126                   | 38%                 |
|                            | Capital Outlay         |                   | 2,443                   |                     |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SEVEN MONTHS ENDED  
30-Apr-2006

| FUND OR<br>DEPARTMENT        | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>4/30/2006 | PERCENT<br>EXPENDED |
|------------------------------|------------------------|-------------------|-------------------------|---------------------|
| US Streets                   | Personnel Services     | 1,617,693         | 841,696                 | 52%                 |
|                              | Services/Supplies      | 454,450           | 203,163                 | 45%                 |
|                              | Capital Outlay         | 465,000           | 247,516                 | 53%                 |
| Growth Services              | Personnel Services     | 1,212,257         | 627,334                 | 52%                 |
|                              | Services/Supplies      | 697,873           | 89,569                  | 13%                 |
|                              | Capital Outlay         | 30,000            | 17,844                  | 59%                 |
| Parks                        | Personnel Services     | 884,276           | 433,190                 | 49%                 |
|                              | Services/Supplies      | 262,900           | 71,055                  | 27%                 |
|                              | Capital Outlay         | 58,000            |                         |                     |
| Recreation                   | Personnel Services     | 505,020           | 243,448                 | 48%                 |
|                              | Services/Supplies      | 164,475           | 85,733                  | 52%                 |
|                              | Capital Outlay         | 20,000            | 3,600                   | 18%                 |
| City Properties              | Capital Outlay         | 251,697           |                         |                     |
| Total General Fund           |                        | <u>23,024,544</u> | <u>12,702,065</u>       | <u>55%</u>          |
| Library                      | Personnel Services     | 720,012           | 421,905                 | 59%                 |
|                              | Services/Supplies      | 111,614           | 42,358                  | 38%                 |
|                              | Capital Outlay         | 41,024            | 263,406                 | 642%                |
| Cemetery                     | Personnel Services     | 146,252           | 77,908                  | 53%                 |
|                              | Services/Supplies      | 92,080            | 34,465                  | 37%                 |
|                              | Capital Outlay         | 24,000            |                         |                     |
| Impact Fees                  | Services/Supplies      | 1,972,000         | 1,254                   | 0%                  |
| Annexation Fees              | Services/Supplies      | 410,000           | 410,000                 | 100%                |
| Parks Capital Improvements   | Capital Outlay         | 370,000           | 259,017                 | 70%                 |
| Insurance                    | Services/Supplies      | 275,500           | 224,025                 | 81%                 |
| Total Special Revenue        |                        | <u>4,162,482</u>  | <u>1,734,338</u>        | <u>42%</u>          |
| Debt Service Fund            |                        | <u>1,428,674</u>  | <u>1,125,087</u>        | <u>79%</u>          |
| Ramsey Road                  | Capital Outlay         | 1,082,000         | 17,150                  | 2%                  |
| Government Way - Phase 2     | Capital Outlay         |                   | 3,483                   |                     |
| Kathleen & Atlas Signal      | Capital Outlay         | 230,000           | 12,793                  | 6%                  |
| Ped Ramps                    | Capital Outlay         |                   | 16,538                  |                     |
| Northwest Boulevard          | Capital Outlay         |                   | 3,200                   |                     |
| 4th St - Anton to Timber     | Capital Outlay         |                   | 357,596                 |                     |
| Ironwood                     | Capital Outlay         |                   |                         |                     |
| 15th Street - Best to Dalton | Capital Outlay         | 694,580           |                         |                     |
| Seltice Way                  | Capital Outlay         |                   | 121,200                 |                     |
| US Bank Grant - Seltice      | Capital Outlay         | 10,000            |                         |                     |
| Front Street                 | Capital Outlay         |                   | 1,647                   |                     |
| Total Capital Projects Funds |                        | <u>2,016,580</u>  | <u>533,607</u>          | <u>26%</u>          |



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SEVEN MONTHS ENDED  
 30-Apr-2006

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED   | SPENT THRU<br>4/30/2006 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|---------------------|-------------------------|---------------------|
| Street Lights                 | Services/Supplies      | 491,711             | 242,716                 | 49%                 |
| Water                         | Personnel Services     | 1,122,946           | 591,858                 | 53%                 |
|                               | Services/Supplies      | 2,648,027           | 543,102                 | 21%                 |
|                               | Capital Outlay         | 5,123,000           | 2,666,937               | 52%                 |
|                               | Debt Service           | 340,500             | 22,750                  | 7%                  |
| Water Capitalization Fees     | Services/Supplies      | 1,400,000           |                         |                     |
| Wastewater                    | Personnel Services     | 1,687,809           | 850,134                 | 50%                 |
|                               | Services/Supplies      | 2,890,500           | 683,133                 | 24%                 |
|                               | Capital Outlay         | 10,025,200          | 3,622,608               | 36%                 |
|                               | Debt Service           | 919,950             | 85,675                  | 9%                  |
| WW Capitalization             | Services/Supplies      | 4,234,109           |                         |                     |
| Sanitation                    | Services/Supplies      | 2,701,122           | 1,441,825               | 53%                 |
| Public Parking                | Services/Supplies      | 172,249             | 70,440                  | 41%                 |
|                               | Capital Outlay         | 300,000             |                         |                     |
| Stormwater Mgmt               | Personnel Services     | 327,003             | 162,702                 | 50%                 |
|                               | Services/Supplies      | 339,134             | 283,216                 | 84%                 |
|                               | Capital Outlay         | 465,000             | 240,260                 | 52%                 |
| Total Enterprise Funds        |                        | <u>35,188,260</u>   | <u>11,507,356</u>       | <u>33%</u>          |
| Kootenai County Solid Waste   |                        |                     | 280,998                 |                     |
| Police Retirement             |                        | 234,000             | 136,385                 | 58%                 |
| Cemetery Perpetual Care       |                        | 101,000             | 58,946                  | 58%                 |
| Jewett House                  |                        | 18,860              | 7,961                   | 42%                 |
| Reforestation                 |                        | 23,200              | 879                     | 4%                  |
| CdA Arts Commission           |                        | 5,000               | 881                     | 18%                 |
| Public Art Fund               |                        | 20,000              | 2,878                   | 14%                 |
| Public Art Fund - LCDC        |                        | 20,000              | 19,972                  | 100%                |
| Public Art Fund - Maintenance |                        | 1,000               | 212                     | 21%                 |
| Fort Sherman Playground       |                        | 1,000               |                         |                     |
| KMPO                          |                        | 181,797             | 166,401                 | 92%                 |
| Business Improvement District |                        | 122,000             | 60,000                  | 49%                 |
| Homeless Trust Fund           |                        | 5,000               | 2,000                   | 40%                 |
| Total Trust & Agency          |                        | <u>732,857</u>      | <u>737,513</u>          | <u>101%</u>         |
| TOTALS:                       |                        | <u>\$66,553,397</u> | <u>\$28,339,966</u>     | <u>43%</u>          |

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

| FUND   | BALANCE<br>3/31/06  | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>4/30/06  |
|--|---------------------|--------------------|--------------------|---------------------|
| <u>General-Designated</u>                      | \$1,067,992         | \$13,862           | \$66,387           | \$1,015,467         |
| <u>General-Undesignated</u>                    | 7,288,954           | 4,380,641          | 4,320,947          | 7,348,648           |
| <u>Special Revenue:</u>                        |                     |                    |                    |                     |
| Library  | (66,796)            | 17,851             | 70,949             | (119,894)           |
| Cemetery                                       | 16,909              | 13,059             | 16,910             | 13,058              |
| Parks Capital Improvements                     | 322,419             | 63,229             | 22,656             | 362,992             |
| Impact Fees                                    | 3,576,422           | 187,762            |                    | 3,764,184           |
| Annexation Fees                                | 53,771              | 170                |                    | 53,941              |
| Insurance                                      | 1,086,333           | 4,416              | 167,379            | 923,370             |
| <u>Debt Service:</u>                           |                     |                    |                    |                     |
| 2000 & 2002 G.O. Bonds                         | (119,556)           | 157,256            |                    | 37,700              |
| LID Guarantee                                  | 233,947             | 741                |                    | 234,688             |
| LID 124 Northshire/Queen Anne/Indian Meadows   | 102,111             |                    |                    | 102,111             |
| LID 127 Fairway / Howard Francis               | 103,675             |                    |                    | 103,675             |
| LID 129 Septic Tank Abatement                  | 308,805             | 2,026              |                    | 310,831             |
| LID 130 Lakeside / Ramsey / Industrial Park    | 299,358             |                    |                    | 299,358             |
| LID 133 E Sherman/Gravel Sts/Forest Prk Paving | 90,112              |                    | 45,740             | 44,372              |
| LID 137 Govt Way / Kathleen / WWTP Cap Fees    | 75,259              | 1,976              |                    | 77,235              |
| LID 143 Lunceford / Neider                     | 33,553              | 170                |                    | 33,723              |
| LID 145 Government Way                         |                     | 187,515            |                    | 187,515             |
| LID 146 Northwest Boulevard                    | 258,139             |                    | 82,090             | 176,049             |
| LID 148 Fruitland Lane Sewer Cap Fees          | 20,525              | 18,403             |                    | 38,928              |
| <u>Capital Projects:</u>                       |                     |                    |                    |                     |
| Street Projects                                | (676,857)           | 26,347             | 11,774             | (662,284)           |
| <u>Enterprise:</u>                             |                     |                    |                    |                     |
| Street Lights                                  | (126,103)           | 34,828             | 31,815             | (123,090)           |
| Water  | 2,684,432           | 178,529            | 931,309            | 1,931,652           |
| Water Capitalization Fees                      | 2,410,715           | 117,201            | 15,330             | 2,512,586           |
| Wastewater                                     | 1,097,544           | 392,844            | 1,293,659          | 196,729             |
| Wastewater-Reserved                            | 1,395,080           | 26,500             |                    | 1,421,580           |
| WWTP Capitalization Fees                       | 4,346,682           | 337,805            |                    | 4,684,487           |
| WW Property Mgmt                               | 60,668              |                    |                    | 60,668              |
| Sanitation                                     | 145,522             | 231,142            | 215,346            | 161,318             |
| Public Parking                                 | 501,876             | 12,059             | 2,982              | 510,953             |
| Stormwater Mgmt                                | 170,198             | 96,876             | 57,867             | 209,207             |
| Water Debt Service                             | 117                 |                    |                    | 117                 |
| Wastewater Debt Service                        | 314                 | 1                  |                    | 315                 |
| <u>Trust and Agency:</u>                       |                     |                    |                    |                     |
| Kootenai County Solid Waste Billing            | 246,789             | 159,751            | 246,650            | 159,890             |
| LID Advance Payments                           | 8,813               | 1,223              | 172                | 9,864               |
| Police Retirement                              | 1,400,401           | 24,764             | 57,946             | 1,367,219           |
| Cemetery P/C                                   | 1,929,232           | 3,638              | 6,339              | 1,926,531           |
| Sales Tax                                      | 1,353               | 796                | 1,353              | 796                 |
| Fort Sherman Playground                        | 7,803               | 25                 |                    | 7,828               |
| Jewett House                                   | 8,719               | 99                 | 1,261              | 7,557               |
| KCATT  | 3,042               | 10                 |                    | 3,052               |
| Reforestation                                  | 191,024             | 5,579              | 1,300              | 195,303             |
| CdA Arts Commission                            | 839                 | 3                  | 52                 | 790                 |
| Public Art Fund                                | 52,908              | 167                | 16                 | 53,059              |
| Public Art Fund - LCDC                         | 75,965              | 241                |                    | 76,206              |
| Public Art Fund - Maintenance                  | 58,978              | 186                |                    | 59,164              |
| KMPO - Kootenai Metro Planning Org             | 34,740              | 13,612             | 7,517              | 40,835              |
| BID  | 75,813              | 4,007              |                    | 79,820              |
| Homeless Trust Fund                            | 327                 | 254                | 327                | 254                 |
| <b>GRAND TOTAL</b>                             | <b>\$30,858,867</b> | <b>\$6,717,564</b> | <b>\$7,676,073</b> | <b>\$29,900,358</b> |