



Coeur d'Alene

CITY COUNCIL MEETING

August 3, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

RESOLUTION NO. 10-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2010-2011, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2010:

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-2010 BUDGET	FY 2010-11 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$186,003	\$186,087	\$197,594	\$209,702
Administration	475,023	483,273	489,105	506,414
Finance Department	750,453	704,421	753,944	685,549
Municipal Services	1,270,584	1,214,384	1,285,906	1,287,249
Human Resources	228,540	231,749	237,634	240,728
Legal Department	1,204,016	1,249,399	1,320,488	1,373,662
Planning	497,710	509,687	520,422	497,784
Building Maintenance	399,872	387,379	391,436	406,282
Police Department	8,552,926	8,906,121	9,200,045	9,396,597
Byrne Grant – Police Dept	-0-	-0-	-0-	155,186
COPS Grant	35,640	6,391	-0-	219,250

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	134,123	31,425	51,640	36,700
Fire Department	5,925,304	6,571,246	6,774,548	7,102,021
General Government	1,753,124	177,830	163,250	185,750
Engineering Services	1,408,062	1,154,552	1,079,341	1,161,422
Streets/Garage	2,377,091	2,256,127	2,156,686	2,092,253
ADA Sidewalk Abatement		199,862	221,446	214,617
Byrne Grant – Police Dept	45,178	42,908	87,343	249,860
Building Inspection	827,819	828,302	833,420	764,526
Parks Department	1,557,127	1,689,304	1,609,820	1,638,267
Recreation Department	685,308	666,949	740,302	755,512
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>\$28,313,903</u>	<u>27,497,396</u>	<u>\$28,114,370</u>	<u>\$29,179,331</u>

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	1,073,849	1,123,653	1,185,698	1,231,020
CDBG	18,018	64,987	304,576	336,746
Impact Fee Fund	512,620	1,840,180	830,000	583,000
Parks Capital Improvement	618,279	1,679,446	227,000	205,000
Annexation Fee Fund	230,000	400,000	200,000	
Self Insurance	405,313	200,717	201,243	206,925
Cemetery Fund	294,173	562,749	238,674	271,308
Cemetery Perp Care Fund	200,024	337,961	98,500	98,500
Jewett House	31,111	18,025	17,100	17,050
Reforestation	8,100	2,714	2,500	2,500

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Street Trees	68,216	74,167	41,500	57,000
Community Canopy		1,276	1,000	1,200
Arts Commission	6,925	7,721	6,600	6,450
Public Art Funds	41,217	15,524	173,000	80,300
KMPO	346,971	607,833	650,000	650,000
<u>TOTAL SPECIAL FUNDS:</u>	<u>3,854,816</u>	<u>6,936,953</u>	<u>4,177,391</u>	<u>3,746,999</u>

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	527,048	588,045	555,571	591,321
Water Fund	7,313,391	6,219,581	5,910,257	6,924,772
Wastewater Fund	9,685,613	13,465,475	21,910,819	18,915,393
Water Cap Fee Fund	1,268,589	953,730	416,240	850,000
WWTP Cap Fees Fund	1,153,372	2,482,935	1,026,993	752,580
Sanitation Fund	3,054,286	3,117,677	3,116,772	3,118,772
City Parking Fund	200,775	151,354	173,957	176,957
Stormwater Management	1,154,574	1,456,202	1,388,882	1,573,460
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>24,357,648</u>	<u>28,434,999</u>	<u>34,499,491</u>	<u>32,903,255</u>
<u>FIDUCIARY FUNDS:</u>	2,599,982	2,527,030	2,784,500	2,562,000
<u>CAPITAL PROJECTS FUNDS:</u>	2,215,704	2,474,995	2,000,000	7,853,000
<u>DEBT SERVICE FUNDS:</u>	2,522,018	2,507,705	2,153,384	1,668,878
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$63,864,071</u>	<u>\$70,379,079</u>	<u>\$73,729,136</u>	<u>\$77,913,463</u>

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-2010 BUDGET	FY 2010-2011 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	12,724,817	13,810,541	14,288,427	14,986,403
Library Levy	1,051,397	1,092,641	1,154,565	1,163,170
Policeman's Retirement Fund Levy	151,414	150,261	152,000	152,000
Comprehensive Liability Plan Levy	107,566	107,662	-0-	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	995,684	990,940	972,000	1,050,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$15,280,878</u>	<u>16,402,045</u>	<u>\$16,816,992</u>	<u>17,601,573</u>

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	5,114,994	1,961,993	4,888,115	4,490,614
Beginning Balance	31,557,473	34,172,676	27,718,303	23,454,350
Other Revenue:				
General Fund	11,573,001	11,425,674	11,429,726	12,093,308
Library Fund	39,105	44,923	35,000	41,850
Community Development Block Grant	37,362	69,080	304,576	336,745
Parks Capital Improvement Fund	173,140	172,137	129,000	139,000
Insurance/Risk Management	74,638	16,862	50,000	5,000
Cemetery	129,070	147,594	152,000	151,308
Annexation Fee Fund	386,251	195,665	27,000	-0-

	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	818,335	692,392	518,000	518,000
Cemetery Perpetual Care Fund	124,282	136,439	80,000	80,000
Jewett House	8,629	10,041	8,000	7,050
Reforestation	9,914	2,804	2,500	2,500
Street Trees	63,320	86,647	40,000	40,000
Community Canopy	316	972	1,000	1,200
Arts Commission	5,923	5,901	6,600	6,600
Public Art Funds	87,169	149,918	79,000	83,055
KMPO	334,535	582,880	650,000	650,000
Street Lighting Fund	472,472	478,036	470,571	476,321
Water Fund	6,408,925	4,567,719	3,714,570	3,768,855
Wastewater Fund	9,641,907	6,332,404	14,491,380	12,272,716
Water Cap Fee Fund	588,276	534,256	270,000	308,000
WWTP Capitalization Fees	1,688,456	1,152,645	802,740	802,740
Sanitation Fund	3,067,584	3,028,689	3,053,719	3,157,300
City Parking Fund	166,366	185,016	129,200	126,200
Stormwater Management	1,310,370	1,318,005	1,315,000	1,322,000
Fiduciary Funds	2,934,017	2,550,351	2,558,500	2,359,000
Capital Projects Fund	614,395	1,858,982	1,000,000	7,072,000
Debt Service Fund	1,439,536	1,440,545	142,061	100,152

SUMMARY:				
	FY 2007-08 ACTUAL	FY 2008-09 ACTUAL	FY 2009-10 BUDGET	FY 2010-11 PROPOSED
PROPERTY TAXES	15,280,878	16,402,045	16,816,992	17,601,573
OTHER THAN PROPERTY TAXES	78,869,761	73,321,246	74,066,561	73,865,864
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$94,150,639</u>	<u>\$89,723,291</u>	<u>\$90,883,553</u>	<u>91,467,437</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 9, 2010 and August 16, 2010.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 7th day of September, 2010 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 3rd day of August, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
JULY 20, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 20, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Woody McEvers) Members of Council Present
Loren Ron Edinger)
A. J. Al Hassell, III)
Mike Kennedy)
John Bruning)

Deanna Goodlander) Members of Council Absent

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

INVOCATION was let by Pastor David Roberts, Family Worship Center.

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

PUBLIC COMMENT:

CHICKENS: Shirley Young, 1312 N. 7th Street, spoke in objection to the number of chickens that are being allowed in the proposed animal control ordinance noting that she believes it will decrease the value of her property. Mary White, 1311 E. Maple, spoke in support of repealing the limit on the number of chickens allowed. She noted that she has 30 chickens and she has not had any problems or complaints from her neighbors. Sherry Bullard, 1024 E. Indiana, spoke in support of repealing the limit on the number of chickens allowed. Jim Bolognese, 3168 N. 9th Street, spoke in support of lifting the limit on chickens. Chris White, 1311 E. Maple Avenue, would like to have the limit on chickens removed and believes that his small chicken farm supports the community's economy. Jan Schuster, 2301 N 8th Street, spoke in favor of removing the limit on chickens. Randy Mote, 1028 E. Wallace Ave., spoke in support of removing the limit on chickens. Debbie Mote, 1028 E. Wallace, spoke in support of lifting the limit on the number of chickens allowed.

INTRODUCTION: City Attorney Mike Gridley introduced David Judd who is the newest Assistant City Attorney.

ORDINANCE NO. 3388
COUNCIL BILL No. 10-1014

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 6.15.010 AND 6.20.020 TO REMOVE THE NUMERICAL LIMIT ON CHICKEN OWNERSHIP WITHIN THE CITY, TO AUTHORIZE PUBLIC AGENCIES TO USE GOATS FOR WEED CONTROL PURPOSES AND TO CORRECT A SCRIVENER'S ERROR; 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 Edinger, seconded by McEvers to move this item forward on the agenda. Motion carried.

Motion by Kennedy, seconded by Bruning to adopt pass the first reading of Council Bill No. 10-1014.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, No. Motion carried/failed.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1014 by its having had one reading by title only.

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

CONSENT CALENDAR: Motion by Hassell, seconded by Bruning to approve the Consent Calendar noting a correction to public hearing date regarding the sale of city surplus real property which is to be held on August 17, 2010.

1. Approval of minutes for July 3, 7, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, July 26th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-025: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DESTRUCTION OF CERTAIN POLICE DEPARTMENT RECORDS; DECLARATION OF POLICE DEPARTMENT VEHICLES AS SURPLUS; APPROVING CHANGE ORDER NO. 2 FOR THE WWTP LOW PHOSPHORUS PILOT EQUIPMENT WITH GE/ZENON ENVIRONMENTAL CORPORATION; APPROVING CHANGE ORDER NO. 3 FOR THE WWTP PILOT FACILITIES WITH SHANNON INDUSTRIAL CONSTRUCTION; BID AWARD AND CONTRACT WITH JACOBSON TREE SERVICE FOR STREET TREE MAINTENANCE WORK; APPROVING THE ANNUAL SCHOOL RESOURCE OFFICER CONTRACT FOR FY 2010 – 2011 AND APPROVING THE CONTRACT AWARD TO MILLER / STAUFFER FOR THE MCEUEN FIELD IMPROVEMENT PROJECT.
4. RESOLUTION 10-026: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING ITS INTENT TO SELL REAL PROPERTY AND DIRECTING THE CITY CLERK TO SET A PUBLIC HEARING ON THE PROPOSED SALE.
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. Approval of cemetery lot transfer from James and Betty Willems to Ila and Marvin Bieber.
7. Approval of beer/wine license for The Fedora Pub and Grill at 1726 W. Kathleen Ave.

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

COMMITTEE APPOINTMENTS: Motion by Edinger, seconded by Kennedy to reappoint Kay Nelson and Delores Lutropp to the Jewett House Advisory Board, Colleen Krajack to the Personnel Appeals Board, and Sharmon Schmitt to the Civil Service Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel read an email from Max Roberts, visiting from Alabama, who expressed his appreciation for a great visit to our City during the 4th of July holiday. She reported that a fuel reduction project will begin on the north and east sides of Tubbs Hill sometime this week. Trails will be posted with closures and detours, as the work is too hazardous to allow the public to travel in the work areas while workers are active. Detours will be used whenever possible, but there may be times when hikers will have to backtrack. For more information on this project, please go to the city's website at www.cdavidparks.org or contact the City Urban Forester at 769-2266. When riding on a trail, stay to the right and pass on the left. Always yield to pedestrians and give an audible signal when you are overtaking them, such as: "on your left" or by ringing a bell. Pedestrians: please don't block the entire trail when walking in a group and avoid retractable leashes that can snake out across a trail and clothesline a bicycle, which can hurt you, your dog, and the cyclist. The 15th Street and Harrison Avenue Signalization Project will begin Thursday, July 22nd. Also, Neider Avenue from Fruitland Lane to US 95 will be closed for about a week beginning July 26th. After traffic control and signage is in place, the removal of the existing asphalt, curb, and sidewalk will follow. The Planning Commission has a vacancy. If you are interested in serving, please contact Shana Stuhlmiller at 769-2240. The 3rd Annual Parks Day was a resounding success. Please join us in thanking these event organizers and sponsors. We also have a vacancy on our Noise Abatement Board. If you are interested in serving, please contact Susan Weathers at 769-2231. Idahoans now have access to a new measurement tool that utilities use. Using the meter readings, consumers can estimate the electrical consumption and costs associated with each appliance by the hour, day, week, month, or entire year. This program is made possible through a partnership between the Idaho Commission for Libraries, Idaho Power, Avista Utilities, and Rocky Mountain Power. For more information on the program or for energy-efficiency tips visit www.lili.org/energy or contact Gina Persichini, Idaho Commission for Libraries, 208-334-2150. This past June, Building Inspector Raymond Kendall earned the Legacy Certification – a distinction that makes him a better building inspector, which makes Coeur d'Alene a safer place to live and it's a reflection of his professional commitment as an inspector. The United Way held its campaign distribution event yesterday where United Way also presented awards to companies that were their top 12 fundraisers last year. The City of Coeur d'Alene was one of those companies, who raised just over \$6,100.00. Thanks to our staff for their efforts and willingness to give back to our community. The City of Coeur d'Alene continuously accepts applications for police officer, secretarial/clerical, janitorial, library clerk, and attorney. For applications and job information, visit our website at www.cdavid.org or call the Human Resources Department at 769-2205. She noted that she spoke with Councilman Goodlander today who asked her to relay to the public that she did have a heart attack two weeks ago but she is at home resting and plans to be back soon.

RESOLUTION NO. 10-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF DALTON GARDENS FOR THE GOVERNMENT WAY IMPROVEMENT PROJECT.

Motion by Hassell, seconded by McEvers to adopt Resolution 10-027.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 § C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

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

The session began at 6:55 p.m. Members presented were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation, property acquisition, and labor negotiations. No action was taken and the Council returned to regular session at 8:08 p.m.

CHALLENGE TO WASHINGTON STATE TMDL: Motion by Edinger, seconded by McEvers to authorize the filing of a complaint in Idaho Federal District Court challenging the Washington State Total Maximum Daily Load (TMDL) for dissolved oxygen and to join Post Falls and the Hayden Area Regional Sewer Board in their complaint. Motion carried.

ADJOURNMENT: Motion by Hassell, seconded by McEvers to recess to July 22nd at 5:30 p.m. in the City Hall Former Council Chambers for a budget workshop. Motion carried.

The meeting recessed at 8:09 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD ON JULY 22, 2010 IN THE
CITY HALL FORMER COUNCIL CHAMBERS

The Coeur d'Alene City Council met in continued session on July 22, 2010 at 5:30 p.m. in the City Hall former Council Chambers there being present upon roll call a quorum.

Mayor Sandi Bloem

Ron Edinger)	Members of Council Present
A. J. Al Hassell, III)	
Mike Kennedy)	
John Bruning)	
Woody McEvers)	

Deanna Goodlander)	Members of Council Absent
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CALL TO ORDER: Mayor Bloem called the meeting to order.

BUDGET WORKSHOP: City Administrator Wendy Gabriel introduced the proposed budget. She noted that as a result of a city initiative election on February 2, 1999 the citizens approved an ordinance requiring the City to negotiate with the employee associations.

Finance Director Troy Tymesen presented the proposed budget for fiscal year 2010-2011. He reported that this year's budget is approximately a \$77,000,000 of which \$7,853,000 is in capital projects received mainly from Federal grants with the City's share being \$553,000 from the General Fund. He noted that there are five police officers that are paid through grants received by the City. Compared to last year's budget, this year's savings will be \$642,651 from personnel and another \$33,907 from Services and Supplies. Increases to this budget include Medical Insurance increase (\$335,984), merit increases (\$306,223) and 1% COLA (\$212,317). New Growth this year is \$468,906. He is also requesting the Council consider a 1.5% Property Tax Increase to acquire needed capital equipment including Police patrol vehicles, Fire Department radios, a City Hall copier and Library books.

Councilman McEvers asked what the cost to a homeowner of a \$200,000 home would be if they approved the 1.5% property tax increase. Mr. Tymesen responded that with a decline in property value the property levy rate would go from \$4.92 to \$4.97 on its own and with the 1.5% property tax increase, the levy would go to \$5.03.

Mr. Tymesen reviewed the \$4,154,324 Fund Balance that he is hoping to maintain this coming budget year which is currently 14% of the total budget. He noted that a standard for Fund Balance is to maintain a balance that would cover at least 3 months of expenses. In regard to foregone taxes, the city has \$1,300,000 in forgone taxes.

Councilman Edinger asked about School Resource Officers (SRO). Police Chief Longo explained that the School District cut their share of the cost for SRO's in half, so now there are 5 SRO's.

Councilman Edinger asked if there are any rate increases in Water and Wastewater rates. Jim Markley noted that there is already in place a phased rate increase. Sid Fredrickson noted that he will be bringing a rate study forward which he anticipates that he will be proposed a phased rate increase.

In response to Mayor Bloem's question, Mr. Tymesen noted that with the debt-service paid off, that the City's general fund now will receive the full 5% of the franchise fees.

Councilman Edinger asked what would be the additional revenue if it were the budget increased by 1%. Mr. responded that it would be \$158,450 and at 2% it would be \$316,290.

After discuss, it was the consensus of the Council to be the increase to 1.5% in property tax revenue.

ADJOURNMENT: Motion by Kennedy, seconded by McEvers that there being no further business, the meeting is adjourned. Motion carried,

The meeting adjourned at 6:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

STAFF REPORT

To: The Mayor and City Council

Date: July 26, 2010

From: Troy Tymesen, Finance Director

Subject: Local Improvement District (LID) Certification

DECISION POINT:

To approve the attached list of delinquent LIDs to be certified to the County for inclusion and collection on the property tax roll.

HISTORY:

Each year the City certifies LIDs that are more than six months delinquent. The final 2009 certification totaled \$7,622. The 2010 certification totals \$19,538.

FINANCIAL ANALYSIS:

The certification for 2010 is \$19,538.

PERFORMANCE ANALYSIS:

The City historically receives 98%+ of the delinquent LID's through the certification process.

DECISION POINT/RECOMMENDATION:

To approve the attached list of delinquent LIDs to be certified to the County for inclusion and collection on the property tax roll.

**CITY OF COEUR D'ALENE
LID'S TO BE CERTIFIED 2010**

NAME & ADDRESS	TAX BILL #	AMOUNT
LID 129-247 Eric R Aalfs 4309 N Royal Avenue Coeur d'Alene ID 83815 C-1680-003-001-0	117199	172.00
LID 146-010 AH Two LLC 101 W Prairie Center Suite 364 Hayden ID 83835 C-2565-015-011-A	227699	3,494.00
LID 145-086 Douglas Cremer 18960 Malt Road Caldwell ID 83607-8902 C-9000-000-002-A	125950	274.00
LID 146-010A AH Two LLC 101 W Prairie Center Suite 364 Hayden ID 83835 C-2565-015-012-B	227700	2,802.00
LID 146-040 Blvd Place LLC 1801 Northwest Boulevard Coeur d'Alene ID 83815 C-2565-015-010A	104807	7,408.00
LID 145-057 Jeffrey Elder 125 W Dalton Avenue Coeur d'Alene ID 83815 C-6105-000-016-0	131340	768.00
LID 132-231 Philip L Graybill 6115 Sunrise Terrace Coeur d'Alene ID 83815 C-8740-002-013-0	100421	172.00
LID 148-003 John Letcher 3415 Fruitland Lane Coeur d'Alene ID 83815 C-4050-000-049-A	130961	172.00
LID 132-192 Beverly J Lafferty 6235 Sunrise Terrace Coeur d'Alene ID 83815 C-8740-001-006-0	120448	172.00
LID 132-187 Tina Marshall 6325 Sunrise Terrace Coeur d'Alene ID 83815 C-8740-001-001-E	111404	172.00

**CITY OF COEUR D'ALENE
LID'S TO BE CERTIFIED 2010**

NAME & ADDRESS	TAX BILL #	AMOUNT
LID 124-197 Joseph Mein 4409 Spiers Avenue Coeur d'Alene ID 83815 C-6525-016-007-0	107431	140.00
LID 132-042 Roberto Santos 826 W Park Avenue Coeur d'Alene ID 83815 C-7400-001-020-0	133072	172.00
LID 145-085 Gerald Thompson 8886 N Government Way Suite K Hayden Lake ID 83835 C-9000-000-002-B	116014	274.00
LID 132-199 Gene Valiquette 540 Horizon Court Coeur d'Alene ID 83814 C-8740-001-013-0	137298	172.00
LID 129-145 Nicole S Vanslate W 3630 Estate Drive Coeur d'Alene ID 83815 C-3540-002-001-0	146332	172.00
LID 130-019 Wells Fargo Bank Nrthwst, N.A. PO Box 2609 Carlsbad CA 92018 C-1800-00M-001-A	139403	3,002.00

Total to be Certified

19,538.00

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Kathy Lewis, Deputy City Clerk 6/11/2010
Department Name / Employee Name / Date
Request made by: Alice Anderson (Teodora Anderson) 460-4054
Name / Phone
2339 West Plymouth Circle Coeur d'Alene ID 83815
Address

The request is for: Repurchase of Lot(s)
 Transfer of Lot(s) from _____ to _____
Niche(s): 44, 45
Lot(s): NGA, _____, _____, _____, _____, _____ Block: NGA 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**. \$200 open & close fee from proceeds
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonne Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes No lot 44 remains to be removed 6/13/2010
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Alice Anderson
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 450⁰⁰ per lot.
RDE 6/11/10
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No. No
Person making request is authorized to execute the claim: [Signature] 6-11-10
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. Weather 7-21-10
City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES - CITY HALL, 710

EAST MULLAN

COEUR D'ALENE, IDAHO 83816-3964

208/769-2229 Fax 769-2237 Fax 769-2229

Date rec. 7/21/2010

Amt Pd 50.00

Rec. No. 506591

Permit No.

Date issued to Council 8/3/2010

Application for MOBILE FOOD CONCESSION

Applicant Name Dawn Hunter dot truck The Polka Date of Application

Applicant Physical Address 1728 E Velora

Mailing Address Same

City, State, Zip Post Falls ID 83854

Telephone 208-755-8632 Cell E-Mail The Polka dot truck @ live.com Fax

Name of Business The Polka Dot truck (ice cream)

Health Permit No. (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)

chevy express cargo van (utility van)

Please describe the type of item(s) sold

Prepackaged ice cream novelties

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only.

Local Residential streets

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Dawn Hunter Signature of Applicant

Sworn to me this 21st day of July, 2010

Kathy Lewis, Deputy City Clerk

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

July 26, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Kay Nelson, Item 1
Art Flagen, Item 1

STAFF PRESENT

Jim Markley, Water Superintendent
Jon Ingalls, Deputy City Administrator
Steve Anthony, Recreation Director
Kenny Gabriel, Fire Chief
Wendy Gabriel, City Administrator
Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Juanita Knight, Senior Legal Assistant

**Item 1. Shared Harvest Community Garden Memorandum of Understanding /
Restoration of Jewett House Greenhouse**

(Resolution No. 10-029)

Steve Anthony is requesting approval of a Memorandum of Understanding with the Shared Harvest Community Gardens Association. Mr. Anthony explained that the greenhouse at the Jewett House was used until about 10 years ago. For the last few years it has been used as storage. During the winter of 2008\2009 parts of the roof collapsed. The Shared Harvest Community Gardens Association, with the help of the Coeur d'Alene Water Department, would like to restore the building and use it during the late winter and early spring months. A portion of the starts in the greenhouse will be low water impact plants. The goal is to help provide a local source of Xeriscape friendly plants as a part of the Water Department's conservation program. The cost to rebuild the roof and make necessary electrical repairs is \$5,500.00. The Water department has agreed to pay that amount out of their water conservation fund. The Shared Harvest has agreed to pay the utility bills. Avista has agreed to donate the electrical hookup. There would be no impact on the City's General fund.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-___ approving a Memorandum of Understanding with Shared Harvest Community Garden for the restoration, use, and maintenance of the Jewett House greenhouse and to provide Xeriscape plants.

Item 2. Fire Department / Acquisition of Surplus Property.
(Agenda Item)

Chief Gabriel is requesting approval for the Fire Department to acquire a fire boat from the Federal Excess Property Program (FEPP). He explained that the Fire Department faces a multitude of unique fire, rescue and environmental protection challenges as it relates to the water and water front in our community. Currently these issues are being handled through mutual aid agreements with other agencies. This can prove to be problematic as all area departments are seeing an increase in run volume and may not be available for response.

Chief Gabriel said that the boat itself is available at no cost through FEPP which is administered through the Idaho Department of Lands. The City also has dedicated funds, to the sum of \$25,000 towards the purchase of a fire boat which we will use to upgrade the vessel. The fire department will also aggressively seek grant dollars and continue to utilize FEPP for any needed equipment. A majority of the necessary repairs/upgrades will be accomplished by fire department members and mechanics from our street department. Currently the Fire Department has 100 feet of shoreline to moor the boat at the east side of the 11 St. Marina. It is anticipated they would begin using the boat next season. Chief Gabriel added that Station 3 would be the response team.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council authorize the Fire Department to acquire the fire boat through the Federal Excess Property Program (FEPP).

The meeting adjourned at 12:15 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

GENERAL SERVICES COMMITTEE
Staff Report
July 19, 2010

To: General Services
From: Steve Anthony Recreation Director
Subject: Restoration of Greenhouse at Jewett House

Decision Point: Does the General Services committee want to recommend to the City Council the restoration of the Green house located in the back yard of the Jewett House Senior Center.

History: The Greenhouse at the Jewett House was used as a greenhouse until about 10 years ago. For the last few years it has been used as storage. The building is now in need of some major roof repairs. During the winter of 2008\2009 parts of the roof collapsed. The Jewett House board was going to make a recommendation that building be razed. The Shared Harvest Community Gardens Association with the help of the Coeur d'Alene Water Department would like to restore the building and use it as a Greenhouse during the late winter and early spring months. A portion of the starts in the greenhouse will be low water impact plants. The goal is to help provide a local source of Xeriscape friendly plants as a part of the Water Department's conservation program.

Financial Impact: The cost to rebuild the roof and make necessary electrical repairs is \$5,500.00. The Water department has agreed to pay that amount out of their water conservation fund. The Shared Harvest has agreed to pay the utility bills. There would be no impact on the Cities General fund.

Performance Analysis: By working with the Shared Harvest Community Gardens and the Water Department the Jewett House Board is able to save the Greenhouse. This building adds the character to the house and the community will be able to use it for Garden Starts. The Shared Harvest Association will monitor the use of the house and provide that a percentage of the plants will be drought resistance native plants.

Decision Point: Staff and the Jewett House Board recommend that the City enter into an agreement with Shared Harvest Community Gardens to provide Zero landscaping plants and restore e the Green house.

Native Plants of Idaho, E. Oregon and E. Washington

Common Name Scientific Name Sun Soil Height Comments

TREES

Netleaf Hackberry	<i>Celtis reticulata</i>	F-P	D	10-30'	Reddish orange berries in fall
Western Juniper	<i>Juniperus occidentalis</i>	F-P	D	20-30'	Blue-green cones in spring
Pinyon Pine	<i>Pinus edulis</i>	F	D	10-20'	
Western White Pine	<i>Pinus monticola</i>	F-P	D-M	80'	Needles 2", 5-9" cones, tall and narrow growth, Likes moisture
Ponderosa Pine	<i>Pinus ponderosa</i>	F	D	130'	6" needles, 3-4 " cones, Thick, reddish, sweet-scented bark turns yellow on older trees
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>	F	D-W	10-20'	Easily grown, grayish scale-like foliage, dark blue berries,used in windbreaks
Lodgepole Pine	<i>Pinus contorta</i>	F	D-W		Fast-growing, tall, narrow tree, thin, scaly bark
<u>LARGE SHRUBS</u>					
Curly-leaf Mountain Mahogany	<i>Cercocarpus ledifolius</i>	F-P	D-W	8-15'	Evergreen, leaves curl at edges, funnel-shaped yellow flowers in spring, can be pruned, gray bark, drought hardy
Apache Plume	<i>Fallugia paradoxa</i>	F	D-W	4-6'	White to rose flowers late spring-early summer, leaves rusty underneath, good erosion control
Syringa or Mockorange	<i>Philadelphus lewisii</i>	F-P	D-W	4-20'	Incredibly fragrant white flowers in late spring
Antelope Bitterbrush	<i>Purshia tridentata</i>	F	D	3-10'	Yellow highly fragrant flowers April-May, small, leathery leaves
Oakleaf Sumac	<i>Rhus trilobata</i>	F	D-W	3-6'	Leaves turn bright red to orange in fall, yellow pea-like flowers, drought tolerant
Russet Buffaloberry	<i>Sheperdia canadensis</i>	F-P	D-W	3-8'	Blue-green leaves with rusty dots, fragrant tiny red flowers

Common Name	Scientific Name	Sun	Soil	Height	Comments
Snowberry	<i>Symphoricarpos albus</i>	F-P	W	4'	Pink to white flowers May or June, white berries through winter, poisonous to humans
Wood's Rose	<i>Rosa woodsii</i>	F-S	D-W	2-3'	Pale to dark pink flowers bloom late May
Siberian Pea Shrub	<i>Caragana aborescens</i>	F-P	D-W	10-15'	Bright yellow 1" flowers late spring, 2" seed pods, leaves turn yellow in fall, sinter hardy, hummingbirds, windbreak
Redstem Ceanothus	<i>Ceanothus sanguineus</i>	F	D-W	8-10'	White scented flowers, red-purple stems, deer and elk browse
Snowbrush Ceanothus	<i>Ceanothus velutinus</i>	F	D-M	6-9'	Evergreen, White pyramid cluster flowers, glossy leaves, yellow twigs, nitrogen-fixing
Russian Olive	<i>Eleagnus angusticifolia</i>	F	D-W	15'	Small white, fragrant flowers spring, yellow berries Aug-Sept, Gray leaves, hedge
<u>SMALL SHRUBS</u>					
Rubber Rabbitbrush	<i>Chrysothamnus nauseosus</i>	F	D-W	2-7'	Dark yellow flowers late summer into fall
Green Rabbitbrush	<i>Chrysothamnus viscidiflorus</i>	F	D-W	2'	Leaves are green and shiny, sticky, yellow flowers early fall
Silver Sagebrush	<i>Artemisia cana</i>	F	D	3-5'	Semi-evergreen with silver foliage, caterpillars
Fringed Sagebrush	<i>Artemisia frigida</i>	F	D	18"	Metallic silver foliage, keep clipped
Big Sagebrush	<i>Artemisia tridentata</i>	F	D	4'	Yellow inconspicuous flowers in fall, silvery foliage, caterpillars
Four-wing Saltbush	<i>Atriplex canescens</i>	F	D	1-3'	Yellow inconspicuous flowers mid-spring, deer resistant, good erosion control
Mormon Tea	<i>Ephedra viridis</i>	F	D	2-5'	Yellow flower-like cones and berry-like fruit

Common Name	Scientific Name	Sun	Soil	Height	Comments
Winterfat	Krascheninnikovia lanata	F	D	1-3'	Tolerates highly alkaline soils, needs drainage
Creeping Oregon Grape	Mahonia repens	P-S	D-W	1'	Holly-like leaves, red in fall; evergreen, purple fruit, tolerates shade and drought
Oceanspray	Holodiscus discolor	F-S	D-W	3-8'	Vase-shaped form, late flowering of drooping clusters of tiny white flowers
Tall Oregon Grape	Mahonia aquifolium	F-P	W-D	4-6'	Holly-like leaves, yellow flower clusters, blue berries summer and fall, evergreen, will tolerate shade
Western Sand Cherry	Prunus besseyi	F	W-D	6'	White flowers in spring, purple berries, drought tolerant
Nootka Rose	Rosa nutkana	F-P	W-D	4'	pink flowers early summer, orange hips in fall
Whitebark Raspberry	Rubus leucodermis	F-S	D	6'	Thorny, White to pink flowers, red to black berries
<u>WILDFLOWERS</u>					
Western Yarrow	Achillea millefolium	F	D	6-20"	White flowers fading to cream from spring to fall, butterflies
Parry's Agave	Agave parryi	F	D	24"	Light gray to green foliage is broad and flat
Arrowleaf Balsamroot	Balsamorhiza sagittata	F	D-W	12-24"	Don't flower until five years old, arrow shaped leaves, large yellow daisy like flowers in spring
Cut-leaf Daisy	Erigeron compositus	F	D	6"	Numerous white to lavender flowers in spring
Sulfer Buckwheat	Eriogonum umbellatum	F	D	1"	Yellow flowers with hints of reddish orange, Leathery leaves turn bronze in fall, caterpillars
Blanket Flower	Gaillardia aristata	F	D-W	24"	Flower rays a mix of red, yellow or orange, drought tolerant

Common Name	Scientific Name	Sun	Soil	Height	Comments
Texas Red Yucca	Hesperaloe parviflora	F	D	4'	Red blooms in summer reach 5'; slow-growing
Missouri Evening Primrose	Oenothera missouriensis	F	D	6-12"	Yellow flowers June-Sept, slightly fragrant, hummingbirds
Prickly Pear Cactus	Oputial spp.	F	D	12"	Flowers of yellow, pink or red bloom June-July
Penstemons	Penstemon spp.	F	W-D	2"-2'	Bloom spring to summer, hummingbirds
Gooseberry-leaf Globemallow	Sphaeralcea grossulariifolia	F	D-W	12-24"	Salmon colored flowers in summer
Orange Globemallow	Sphaeralcea munroana	F	D-W	12-24"	Apricot-pink to reddish-orange flowers
Prince's Plume	Stanleya pinnata	F	D	3-4'	Spikes of lacy yellow flowers spring-summer
Narrowleaf Yucca	Yucca glauca	F	W-D	3-6'	Creamy white bell shaped flowers in July
Nodding Onion	Allium cernuum	F	D	12"	Grass-like leaves, pink to white flowers on shepherd's-crook stem May-July
California Poppy	Eschscholtzia californica	F	D-W	12-18"	Bluish green fern-like leaves, 1-2" orange flowers, close at night, spicy fragrance
Round-leaved Alum Root	Heuchera cylindrica	F-P	D-W	2 1/2'	Hardy, broadly-lobed, hairy leaves, small white flowers May-July, drought tolerant
Western Clematis	Clematis ligusticifolia	F-P	D-W	20'	Creeps on ground or climbs, aggressive, small white flowers in spring then fluffy seed heads
GRASSES					
Indian Ricegrass	Oryzopsis hymenoides	F	D	12-16"	Beautiful inflorescence when it goes to seed, likes coarse soil or sand
Blue Grama	Bouteloua gracilis	F	D	4-12"	Mat forming warm season grass

Common Name	Scientific Name	Sun	Soil	Height	Comments
Buffalograss	<i>Buchloe dactyloides</i>	F	D	3-5'	Long blue-gray to green blades; reddish in fall
Bottlebrush Squirreltail	<i>Elymus elymoides</i>	F	D	13-24"	Unique tufted seed head in mid-spig
Idaho Fescue	<i>Festuca idahoensis</i>	F-P	D-W	12"	Gray-blue blades in early summer, caterpillars
Sheep Fescue	<i>Festuca ovina</i>	F-P	D-W	10"	Does not do well in continuously wet sites, keeps color through winter, caterpillars
Great Basin Wildrye	<i>Leymus cinereus</i>	F	D	4-6'	Bluish tan blades with wheatlike seed heads
Bluebunch Wheatgrass	<i>Pseudo. Spicata</i>	F	D	13-24"	Bluish cast, decorative inflorescence
Sand Dropseed	<i>Sporobolus cryptandrus</i>	F	D	8-16"	Stays green in heat of summer, resists fire if mowed annually
Blue Wild Rye	<i>Elymus glaucus</i>	F	D-W	2-3'	Dense, tufted grass, no rhizomes, Blue-gray leaves with drooping habit

RESOLUTION NO. 10-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH SHARED HARVEST COMMUNITY GARDEN FOR THE RESTORATION, USE, AND MAINTENANCE OF THE JEWETT HOUSE GREENHOUSE AND TO PROVIDE XERISCAPE PLANTS.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with Shared Harvest Community Garden for the restoration, use, and maintenance of the Jewett House greenhouse and to provide Xeriscape Planets, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding in substantially the form attached hereto with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 3rd day of August, 2010.

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 BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Memorandum of Understanding

THIS AGREEMENT is entered into **this 3rd day of August, 2010**, by and between **Coeur d’Alene (“City”)**, a municipal corporation organized and existing under the laws of the State of Idaho and **Shared Harvest Community Garden**, a _____ organized and existing under the laws of the State of Idaho for the purpose of authorizing Shared Harvest to use the City owned Jewett House greenhouse (“Greenhouse”).

WHEREAS, The City owns a greenhouse located at the Jewett House facility that is not currently being used and is in need of repair; and

WHEREAS, Shared Harvest is a community based organization that runs a community garden that would like to use the Greenhouse to grow plant starts for its garden and other purposes; and

WHEREAS, the City’s water department, through its conservation program, encourages the use of drought resistant and/or native plants that can reduce the amount of water used; and

WHEREAS, it is in the public interest for the parties to cooperate in the repair and use of the Greenhouse to grow drought resistant, native and other plants and to make drought resistant and native plants available to the residents of the City.

NOW THEREFORE, the parties mutually agree as follows:

1. Term. The initial term of this agreement will be for five (5) years from the date of execution of this agreement. The agreement will automatically renew for additional five (5) year terms unless earlier terminated as allowed in this agreement.

2. Contacts. Unless the other party is otherwise notified in writing all notices or contacts regarding this agreement will be sent to:

City:

Steve Anthony
710 E. Mullan Ave.
Coeur d’Alene, ID 83814

Shared Harvest:

Kim Normand
822 E. Garden Ave.
Coeur d’Alene, ID 83814

3. Initial Repair. The City will fund the initial repair of the Greenhouse from the Water Department conservation fund in an amount not to exceed Five Thousand Five Hundred Dollars and no/100 (\$5,500.00). Shared Harvest will be responsible for any repairs above the amount provided by the City.

4. Use of Greenhouse. Shared Harvest will use the Greenhouse solely for cultivating lawful plants as further outlined in this agreement.

5. Operational and Maintenance Costs. Shared Harvest will be responsible for paying any ongoing maintenance and operational costs including utility bills, other than water, associated with the Greenhouse. The City will pay the water bill for the Greenhouse.
6. Access to Greenhouse. Shared Harvest will be given one (1) key to the Greenhouse and will be allowed to access the Greenhouse during daylight hours. Shared Harvest agrees not to make any additional copies of the key without the express written consent of the City. All keys to the Greenhouse will be returned to the City upon termination of this agreement. Shared Harvest agrees that the City may access the Greenhouse at any time and for any purpose.
7. Drought Resistant Plants. Shared Harvest agrees that approximately one third (1/3) of the greenhouse growing area will be reserved and used exclusively to cultivate and grow drought resistant and/or native plants. A list of eligible drought resistant and/or native plants is attached hereto as Exhibit "A", and by this reference incorporated herein. The parties may annually adjust the amount of space and the list of plants based on need and public interest.
8. Available to the Public. Shared Harvest agrees to provide the City, or its designee, at least one half (1/2) the cultivated drought resistant and/or native plants for free distribution to the public. The remainder of the plants cultivated by Shared Harvest may be distributed in any lawful manner.
9. Improvements. Shared Harvest will not make any improvements or alterations to the Greenhouse without the prior consent of the City, which consent will not be unreasonably withheld. Upon the termination of this agreement, all improvements to the Greenhouse must either be removed and the Greenhouse restored to the condition it was in just prior to the installation of the improvement or alteration or quit claimed to the City.
10. Hold Harmless. Shared Harvest agrees to indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Shared Harvest use of the Greenhouse or its activities under this agreement.
11. Assignment and Subletting. Shared Harvest may not assign or transfer its interest in this agreement without the prior written consent of the City, which consent will not be unreasonably withheld.
12. Termination. This agreement may be terminated by either party by giving the other party thirty (30) days written notice. The written notice must be delivered to the representatives of the parties listed in this agreement. The notice will be considered delivered when it is deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended.
13. Surrender of the Greenhouse. Upon termination of this agreement, Shared Harvest agrees to remove all of its property from the Greenhouse and otherwise surrender it to the City. Shared Harvest will be responsible for any damage to the Greenhouse, reasonable wear and tear, excepted.

14. Complete Agreement. It is mutually agreed that this document contains all agreements, promises, and understandings between the parties.
15. Venue and Choice of Law. Should any legal claim or dispute arise between the parties, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.
16. Attorney Fees. If any action shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this agreement, or for the recovery of the possession of the Greenhouse, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
17. Promise of Cooperation. Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

CITY OF COEUR D'ALENE

**SHARED HARVEST COMMUNITY
GARDEN**

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST

Susan Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of August, 2010, 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 _____
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of August, 2010, before me personally appeared _____, known to me to be the _____ of **Shared Harvest Community Garden** and the person who executed the forgoing instrument on behalf of said _____, and acknowledged to me that such _____ 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: _____

GENERAL SERVICES COMMITTEE

Staff Report

Date: July 21, 2010

From: Kenny Gabriel, Fire Chief

Re: Acquisition of Federal Excess Property

DECISION POINT: Should Mayor and Council allow fire department to acquire a fire boat from the Federal Excess Property Program (FEPP).

HISTORY: The Coeur d'Alene Fire Department faces a multitude of unique fire, rescue and environmental protection challenges as it relates to the water and water front in our community. Currently these issues are being handled through mutual aid agreements with other agencies. This can prove to be problematic as all area departments are seeing an increase in run volume and may not be available for response.

FINANCIAL ANALYSIS: The boat itself is available at no cost through FEPP which is administered through the Idaho Department of Lands. The City also has dedicated funds, to the sum of \$25,000 towards the purchase of a fire boat which we will use to upgrade the vessel. The fire department will also aggressively seek grant dollars and continue to utilize FEPP for any needed equipment. A majority of the necessary repairs/upgrades will be accomplished by fire department members and mechanics from our street department.

PERFORMANCE ANALYSIS: The City has nearly twelve (12) miles of shoreline which extend from the Mill River area on the Spokane River to Silver Beach Marina on Lake Coeur d'Alene. We are responsible for approximately one thousand (1000) boat slips at seven (7) marinas. In our area of responsibility we have four boats which can carry as many as eleven hundred (1,100) passengers and two (2) public boat ramps, one of which is the most used in the State. We also have challenges with protecting Tubbs Hill not only from wildfires, but retrieving patients with medical emergencies. Numerous high rise buildings requiring lake side access and a Federal Aviation Administration (FAA) designated sea plane base further justifies our need for a boat. We have access issues on the south shore of Fernan Lake which is now under our protection and we have numerous community events requiring a fire/rescue vessel. A survey completed on the vessel shows a very favorable final disposition.

DECISION POINT/RECOMMENDATION: Allow the fire department to acquire a fire boat through FEPP.

**July 12, 2010
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers
Council Member Woody McEvers

STAFF PRESENT

Dave Shults, Capital Program Mgr.
Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Warren Wilson, Deputy City Attorney
Mike Gridley, City Attorney
Troy Tymesen, Finance Director

Item 1 Change Order #2 for Purchase of GE/Zenon WWTP Low Phosphorus Pilot Equipment

Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #2, for a decreased cost of \$88,764.38 to the City's agreement with GE/Zenon Environmental Corporation, to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a total amended cost of \$1,052,695.62.

Mr. Shults explained in his staff report that Change Order #2 includes an assortment of changes to the equipment plans and specifications, most of which allowed the construction contractor, Shannon Industrial Contractors, to accomplish installation work that was originally the responsibility of GE/Zenon. GE/Zenon agreed that it was more efficient to allow Shannon to assemble their equipment components, and agreed to reduce their contract amount to transfer the work. Of the 20 change items in Change Order #2, 16 items are work items that were transferred from GE/Zenon to Shannon by means of a change order that was recently approved by the City Council.

Councilman McEvers commented on the need for council approval of a deductive Change Order. Mr. Shults said that council always has the final say in any changes to agreements.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-025 approving Change Order #2 for the decreased cost of \$88,764.38 to the City's agreement with GE/Zenon Environmental Corporation, for a total amended cost of \$1,052,695.62. Motion carried.

Item 2 Change Order #3 for Shannon Industrial Construction of WWTP Pilot Facilities
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #3, for an increased cost of \$30,311 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,334,015.00.

Mr. Shults noted in his staff report that Shannon has completed construction of the pilot facilities and is currently making minor changes to resolve issues that were discovered during start-up and commissioning. The change order adds 148 additional days to the required completion days for

Mr. Shults said that they have another year and a half or so of pilot operations ahead and believes that they are tracking pretty well with the project estimate. He also commented that the wastewater operators are receiving valuable training and are really stepping up to the plate. They may have to add additional operators and additional expertise for operation of the future full scale plant.

Councilman McEvers confirmed that they are hoping to stay around \$4M for the pilot program. Mr. Shults added that there are operation costs that are going to be incurred in the next couple of years, including additional fuel, utilities, etc. There are a lot of additional costs associated with a larger scale plant of this complexity. He further confirmed that many hours of required interaction with the operators and contractor were built into the pilot equipment vendor contracts.

Councilman McEvers asked about guarantees. Mr. Shults said that there are no performance specifications on this project because we don't know and they don't know whether it will work on our wastewater, climate, conditions of flows, and conditions of inflows from storms. That is why it is critical for the City and its design engineering consultant to conduct pilot tests before beginning design and construction of full scale facilities costing many millions of dollars.

Councilman McEvers asked if the EPA is involved in what we are doing. Mr. Shults said that the EPA and the wastewater utilities in the region have had major conversations for years about what equipment could possibly meet the expectations of EPA and Washington's Department of Ecology. The utilities' engineers content that the low phosphorus level the regulators are shooting for isn't experienced regularly and reliably at any large scale plants. Much discussion and negotiation has ensued for years between the dischargers and the regulators, and the EPA is not relenting as new discharge permits are being issued.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-10-025 approving Change Order #3, for an increased cost of \$30,311 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,334,015.00. Motion carried.

Item 3 Education Corridor Annexation Agreement
Agenda Item

Warren Wilson, Deputy City Attorney, presented a request for recommendation of the approval of an Annexation Agreement with the NIC Foundation for the Education Corridor property (former DeArmond Mill site). Council approved annexation about a year ago. It has taken a little bit longer than usual this time since they were still in the design phase of what they were going to do with the property.

Mr. Wilson reviewed some highlights of the proposed agreement. He noted that the former mill site has wastewater and storm sewer sewers that have criss-crossed the property for a number of years. There was never a formal easement recorded. It is imperative that the city protects its right to be there so the college has agreed to grant easements over the pipes in their existing location, and also easements in the locations where the lines might move to.

The city will be taking a hard look at the seawall to make sure it is okay and will also make sure that it is safe in the near term. Another immediate benefit they hope to see is to have a study and designs

completed so that Hubbard Avenue can be completed next year, which will direct college traffic out of the area.

Mr. Wilson noted that the agreement calls for a PUD to be refined over the next couple of years. In developing the plan, the agreement requires the foundation to seek the input of the people having an interest in the development. Plans will then be submitted to the city for approval, with another public hearing.

The foundation has also been asked to specifically look at a permanent Centennial Trail route along the river, ensuring that there is public access to the Spokane River. They will also be looking at providing buffer areas to the WWTP, and a landing for a pedestrian access across the river in the event that a bridge ever makes sense. They will also need to keep uses compatible with the surrounding uses, etc.

Mr. Wilson said that the annexation fees formula comes up with a fee of approximately \$216,000. In this instance, they don't anticipate that they will get a check for the annexation fees. It is much more likely that there is property that the city will need, so as they complete their planning process it is likely that there will be some trading of property that equals the value of \$216,000.

Councilman McEvers confirmed that the annexation agreement is not the final agreement as to what is going to be done with the site. Mr. Wilson said that we know it is going to be an education corridor, but no one knows at this point what the final plan will be or where the buildings are going to sit. They will get a better idea of that as they begin finalizing their plans. This annexation process is simply to bring the property into the city limits. It doesn't set out any of the development rules for the property. He further said that they anticipate that within a couple of years they will have a PUD for the Planning Commission to review and vote on.

Councilman McEvers asked trading property in lieu of annexation fees is something that is done. Mr. Wilson said that the city's policy has always authorized the ability to take goods in kind. The reality is that the city will need some property around the WWTP.

Councilman Hassell confirmed that the foundation is anticipating requests to LCDC for infrastructure improvements. Mr. Wilson said that LCDC has indicated that right now they would likely fund the Hubbard Avenue extension, but all developers are required to arrange for their own infrastructure.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-027, approving the Annexation Agreement with the NIC Foundation for the Education Corridor property. Motion carried.

[NOTE: It is anticipated that this item will be presented to the Council at the August 3, 2010 meeting]

**Item 4 MOU with Dalton Gardens for Government Way Improvement Project
Agenda Item**

Mike Gridley, City Attorney, presented a request for approval of a Memorandum of Understanding with the City of Dalton Gardens that would provide a method for the city to obtain right of way in Dalton Gardens for the widening of Government Way between Dalton and Prairie Avenues in exchange for the city providing sewer service to commercial and manufacture/light industrial zoned property in Dalton Gardens.

Mr. Gridley explained that the city received a grant from the federal government to improve Government Way north of Dalton Avenue up to Hanley. In order to accomplish that via widening and improvements, the city needs to acquire some right of way that is in Dalton Gardens. They have come to an agreement with Dalton Gardens that they will help the city acquire the property in exchange for the commercial/manufacturing zone to be allowed to connect to the Coeur d'Alene sewer system. It is an advantage to them because they are on septic right now and their development is limited. The MOU benefits the city because both sides of the street will be more able to develop and ultimately it is a win because the septic tanks will be off the aquifer. The MOU has been endorsed by the Wastewater and Engineering Departments. Dalton Gardens would be taking on all of the expenses for the sewer and for anything above and beyond the road building as part of the agreement.

Mr. Gridley noted that the project they have funding for is from Dalton to Hanley. The MOU with Dalton Gardens includes Government Way all the way up to Prairie Avenue. Ultimately, they feel that there will be a second phase where there will be funding to complete the expansion of that road.

Councilman McEvers confirmed that the city is not sewerage Dalton Gardens, just the commercial area along Government Way. Mr. Gridley said that the property owners along that stretch would be required to hook up to the sewer within five years. They will be paying all expenses so the Coeur d'Alene ratepayers will not be subsidizing them. The City of Dalton Gardens will pass pre-treatment ordinances, etc. to meet the city's specifications.

Mr. Gridley said that in talking to Wastewater, the density of development will not substantially increase the flow and, in fact, it will help to improve the flow from that region. Mr. Gridley also confirmed that the zoning density is limited to the city's C-17 zone.

Mr. Gridley said that right now the Dalton Garden's property owners will have to pay up front for the sewerage, but down the line they will benefit. He further explained that part of the issue is that the city has limited power to acquire property outside of its city limits. The City of Dalton Gardens would be involved in the acquisition procedure. If a municipality condemns property for a right-of-way, it can only condemn the right-of-way and don't get ownership of the property. The property owner will be compensated for however many feet is taken.

Mr. Gridley said he thinks all of the property could be acquired by next July.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-028 approving a Memorandum of Understanding between the city and the City of Dalton Gardens for the Government Way widening project. Motion carried.

The meeting adjourned at 4:56 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

RESOLUTION NO. 10-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH THE NORTH IDAHO COLLEGE FOUNDATION, INC.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and the North Idaho College Foundation, Inc., pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this 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, that the City enter into an Annexation Agreement with North Idaho College Foundation, Inc. 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 of Coeur d'Alene.

DATED this 3rd day of August, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this **3rd day of August, 2010**, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho (the "City"), and the **North Idaho College Foundation, Inc.**, an Idaho corporation with its principal place of business at 1000 W. Garden Ave, Coeur d'Alene, Idaho 83816 (the "Owner").

W I T N E S S E T H:

WHEREAS, The Owner owns two parcels of land adjacent to the City limits, which the Foundation wishes to develop as an educational corridor. The Owner has applied for annexation of the property to the City; and

WHEREAS, The parcels to be annexed are more particularly described in Exhibit "A", which by this reference is incorporated herein (the "Property"); and

WHEREAS, The Property is part of a former mill site owned by Owner that the parties intend to be developed as an educational corridor (the "Millsite"). The Millsite is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein.

WHEREAS, The Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Foundation performing the conditions hereinafter set forth.

NOW, THEREFORE, in consideration for the covenants and conditions set forth herein, the parties agree as follows:

SECTION I: LEGAL DESCRIPTION

1.1: Description of the Property: The Property to be annexed, which has been commonly known as the DeArmond mill site, is approximately 9.94 acres in size and is bounded by Northwest Blvd., River Avenue, the City's wastewater treatment plant and the Spokane River and is more particularly described in Exhibit "A".

SECTION II: STANDARDS

2.1: Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. Some construction projects in the Education Corridor may be executed by the State of Idaho Division of Public Works on behalf of the Owner under their policies and practices. However, the Owner agrees that it, either directly or through the State of Idaho Division of Public Works, will apply to the City for a site development

permit for all development of the Property to ensure that each development complies with all applicable City standards.

SECTION III. UTILITIES

- 3.1: Water and Sewer: The Owner agrees to use the City's domestic water and sanitary sewer services for the Property after development. Irrigation water supply may be provided by the Owner through existing water rights.
- 3.2: Maintenance of Private Sanitary Sewer and Water Line: The City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Owner's developments on the Property.
- 3.3: Public Utility Easements: The parties acknowledge that during the prior use of the Millsite several storm water and sewer lines were constructed through the Millsite and some of those storm water/sewer lines are not located within easements in favor of the City for the operation and maintenance of the public utility. The Owner will dedicate, prior to any construction on the Millsite, twenty (20') and thirty (30') foot wide public utility easements centered over those sewer lines as depicted on the attached Exhibit "C", attached hereto and by this reference incorporated herein. Provided, however, that if the plan for development of the educational corridor determines that it is feasible to relocate any of the storm sewer or sewer lines, the Owner may relocate the lines to a mutually acceptable location and dedicate easements centered over the new lines, if necessary, in a width to meet City easement requirements.
- 3.4: Storm Water: The Owner agrees to adhere to City policies and standards for storm water control design and construction. Given the proximity of the Property to the Spokane River, the Owner also agrees that in addition to all City requirements, to adhere to all requirements of the Idaho Department of Environmental Quality and/or Idaho Department of Lands for storm water management including but not limited to erosion control and permitting.

SECTION IV: PUBLIC IMPROVEMENTS

- 4.1: Installation of Public Improvements: The Owner agrees to submit plans for approval for all public improvement construction on the Millsite and construct and install all improvements required by this Section and by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.
- 4.2: Design and Construction of Hubbard Ave: The Owners agrees that it will design and construct Hubbard Avenue, including a class 1 bike path, between Northwest Boulevard

and River Avenue prior to construction of the first permanent building on the Millsite. Once constructed, the Owner will dedicate Hubbard Avenue to the City as public right of way. The City agrees to assist the Owners in designing and obtaining funding for the construction of Hubbard Avenue and to conduct a traffic study of Northwest Boulevard to determine if a signalized intersection will be required at the intersection of Hubbard Ave and Northwest Boulevard. It is the intention of the parties that the infrastructure required by this section will be funded by the Lake City Development Corporation (“LCDC”) based on the representation of LCDC contained in the attached Exhibit “D”, which by this reference is incorporated herein. In the event that funding is not available from LCDC the parties agree to meet and confer as provided in section 7.9 to seek alternative funding sources. For the purposes of this section only, a building will be considered permanent if it is intended to be used, or is used, on the Millsite for a period longer than five (5) years.

- 4.3: Examination of Dike/Sea Wall: The parties agree to complete an evaluation of the dike/sea wall along the Spokane River on the Property within one (1) year of the publication of the annexation ordinance to determine if any improvements are necessary to ensure its proper functioning as a flood control device. Any necessary improvements will be coordinated with the Army Corps of Engineers and completed as soon as possible.

SECTION V: PLANNING AND DESIGN OF PROPERTY

- 5.1: Planning and Design of the Property: The parties agree that the Millsite will be developed as an educational corridor to further the parties goal of providing educational and recreational opportunities to local citizens. To this end the parties have adopted a set of guiding principles for development of the Education Corridor, which are attached hereto as Exhibit “E” [**GUIDING PRINCIPLES LIST**] and by this reference is incorporated herein. To meet these guidelines, the Owners agree to develop and implement a master plan for the Millsite. The Owner and the City agree to work cooperatively in meeting the following planning and site design goals, which further the adopted guiding principles:

- a. Permanent Centennial Trail Route: Develop a permanent route for the Centennial Trail on the Property along the Spokane River from the Harbor Center connecting into the Centennial trail along Rosenberry Drive.
- b. Public Access to Spokane River: Design and provide open space and/or other public access to the Spokane River.
- c. Buffering City Wastewater Plant: Design a buffer between the City’s wastewater treatment plant and the uses on the Millsite to assist with visual screening and odor mitigation. The design of a buffer shall be jointly developed between the City and the Foundation. The cost of any land acquired by the City from the Owner for this purpose

will be equitably negotiated between the parties and may be considered for mutually agreeable consideration under Section 6 below.

d. Emergency Access to Wastewater Plant: Providing sufficient emergency access along the northern boundary of property between Hubbard Ave and the river to meet International Fire Code and other requirements for access to the City's wastewater treatment plant. The cost of any land acquired by the City from the Owner for this purpose will be equitably negotiated between the parties and may be considered for mutually agreeable consideration under Section 6 below.

e. Landing for a Pedestrian Bridge: Providing a landing area for a Pedestrian Bridge across the Spokane River to Blackwell Island. The cost of any land acquired by the City from the Owner for this purpose will be equitably negotiated between the parties and may be considered for mutually agreeable consideration under Section 6 below.

f. Retail services: The concept of the Education Corridor will provide for small local service providers to serve the campus community, e.g. a bookstore, a coffee shop, etc., probably located along River Avenue according to some of the master planning concepts already done. The primary retail services for the Education Corridor will be served from the existing central business district.

g. Connection to the River: The site design objectives shall include an emphasis on connection to the water. This shall include open views toward the river and building orientation toward the river.

h. Compatibility with Surrounding Uses: Design the site to be compatible with surrounding existing uses including existing residential areas.

i. Street Trees: Placement and planting of street trees in accordance with City policies and standards.

j. Co-location of Educational Facilities: Providing for the co-location of educational facilities for North Idaho College, the University of Idaho and Lewis-Clark State College.

5.2: Public Input in Planning Process: The Owner agree to solicit input from the public and other interested agencies/entities, including the University of Idaho, Lewis-Clark State College, The Fort Grounds Homeowner's Association, Lake City Development Corporation and the City, in generating the site plan refinements.

5.3: Planned Unit Development: The Owner agree to submit the plan to the City for approval as a Planned Unit Development ("PUD") no later than two (2) years after the publication of the annexation ordinance for the Property. The Owner will also submit at that time any other necessary land use applications, such as zone changes or preliminary subdivision plats necessary to implement the master plan.

- 5.4: No Construction until Approval: Except as provided in Section IV above, the Owner agree that they will not further develop the Millsite or seek any development approval for the Property until the PUD has been approved by the City. The Owner further waives any and all claims against the City for not processing any applications for development of the Property submitted to the City in violation of this Agreement.

SECTION VI: FEES

- 6.1: Annexation Fees: The Owner agrees to provide specific consideration for annexation equivalent to Two Hundred Sixteen Thousand Four Hundred Ninety Five Dollars and no/100 (\$216,495.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per allowed lot under the approved C-17 zoning). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.
- 6.2: Payment of Annexation Fees: The Owner will provide mutually agreeable consideration, in an amount equivalent to fee specified in Section 6.1 above, upon the City's approval of the PUD required by Section 5.3. At this time the parties anticipate that the required annexation fee will be satisfied with non-monetary consideration such as the property exchanges contemplated by this Agreement.
- 6.3: No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4: Other Fees: Additionally, the Owner is responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

SECTION VII. MISCELLANEOUS

- 7.1: Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a subdivision or short plat may be necessary. Owner agrees that in the event that a subdivision or a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 7.2: Time is of the Essence: Time is of the essence in this agreement.
- 7.3: Non-Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.
- 7.4: Recordation and Amendment: This agreement or a summary thereof shall be recorded by the City. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by the parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.
- 7.5: Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 7.6: Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.
- 7.7: Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.8: Publication of Ordinance: Until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.
- 7.9: Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
- 7.10: De-annexation (Exclusion of Property): The Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, or is otherwise in breach of this agreement, the City may de-annex (exclude from the city limits) and terminate utility services without objection from owners, assigns or successors in interest, of such portions of Owner's Property as City in its sole discretion decides. The Owner specifically and knowingly waives and legal claim or right it, or any of its heirs, successors or assigns may have against the City for excluding any or all of the Property as contemplated by this Section.

7.11: Owners to Hold the City Harmless: The Owner will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and/or use of the Property. The Owners further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

CITY OF COEUR D'ALENE

**NORTH IDAHO COLLEGE
FOUNDATION, INC.**

By: _____
Sandi Bloem, Mayor

By: _____
_____, _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of August, 2010, 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 and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **North Idaho College Foundation, 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 Idaho
Residing at _____
My Commission Expires: _____

REVIEW PRINT

LEGAL DESCRIPTION
OF THE
ANNEXATION BOUNDARY
OF PORTIONS OF THE
"DEARMOND MILL" PROPERTY
TO THE
CITY OF COEUR D'ALENE

TRACT A

That portion of Lot 18 of FORT SHERMAN ABANDONED MILITARY RESERVE, according to the plat thereof, recorded in Book "B" of Plats at Page 153A, records of Kootenai County, Idaho, being situated in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the southeast corner of said Lot 18, thence N89°06'09"W along the south line of said Lot 18, also being the north right-of-way line of River Avenue, a distance of 7.50 feet to a point on the existing City of Coeur d'Alene City Limits, said point being the POINT OF BEGINNING;

thence continuing N89°06'09"W along said south line of Lot 18, also being the north right-of-way line of River Avenue, also being along the existing City Limits boundary, a distance of 505.04 feet, more or less, to the east shoreline of the Spokane River, said point being "Point A";

thence leaving said existing City Limits Boundary, northeasterly along said east shoreline to a point on the north line of said Lot 18, said point hereinafter referred to as "Point B", said point being on the existing City Limits boundary and bears N27°34'11"E, a distance of 700.29 feet, more or less, from said "Point A";

thence S89°16'35"E along said north line of Lot 18, also being the existing City Limits boundary, a distance of 162.78 feet, more or less;

thence S00°07'28"E, along said existing City Limits boundary, a distance of 50.00 feet;

thence S89°33'05"E, along said existing City Limits boundary, a distance of 22.50 feet;

thence S00°26'55"W, along said City Limits boundary, a distance of 576.47 feet to the POINT OF BEGINNING.

Containing 215,065 square feet (4.94 acres), more or less.

TRACT B

That portion of Lot 8 of FORT SHERMAN ABANDONED MILITARY RESERVE, according to the plat thereof, recorded in Book "B" of Plats at Page 153A, records of Kootenai County, Idaho, being situated in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

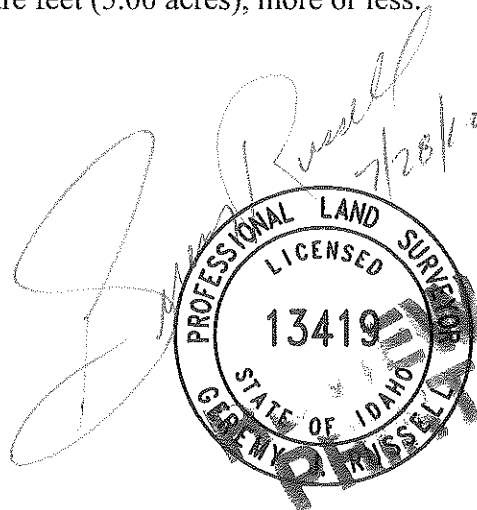
BEGINNING at the northeast corner of said Lot 8, said point being on the existing City Limits boundary, thence leaving said City Limits boundary S28°12'57"E along the easterly line of said Lot 8, also being the westerly right-of-way line of the Burlington Northern Railroad, a distance of 757.31 feet to the southeast corner of said Lot 8, said point being on the existing City Limits boundary;

thence N89°16'35"W along the south line of said Lot, also being the existing City Limits boundary, a distance of 592.23 feet;

thence 131.15 feet along the arc of a 5,779.14-foot radius, non-tangent curve to the left, also being the existing City Limits boundary, through a central angle of 01°18'01", said curve having a long chord which bears N08°32'13"W, a distance of 131.14 feet;

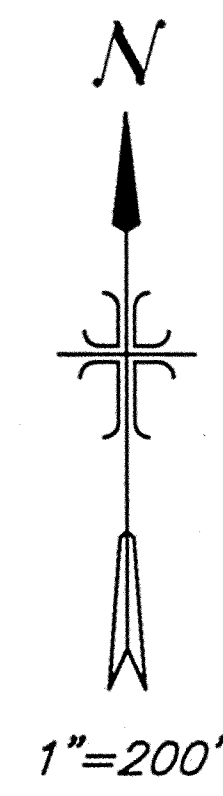
thence N25°33'51"E, along the existing City Limits boundary, a distance of 587.69 feet to the POINT OF BEGINNING.

Containing 217,825 square feet (5.00 acres), more or less.

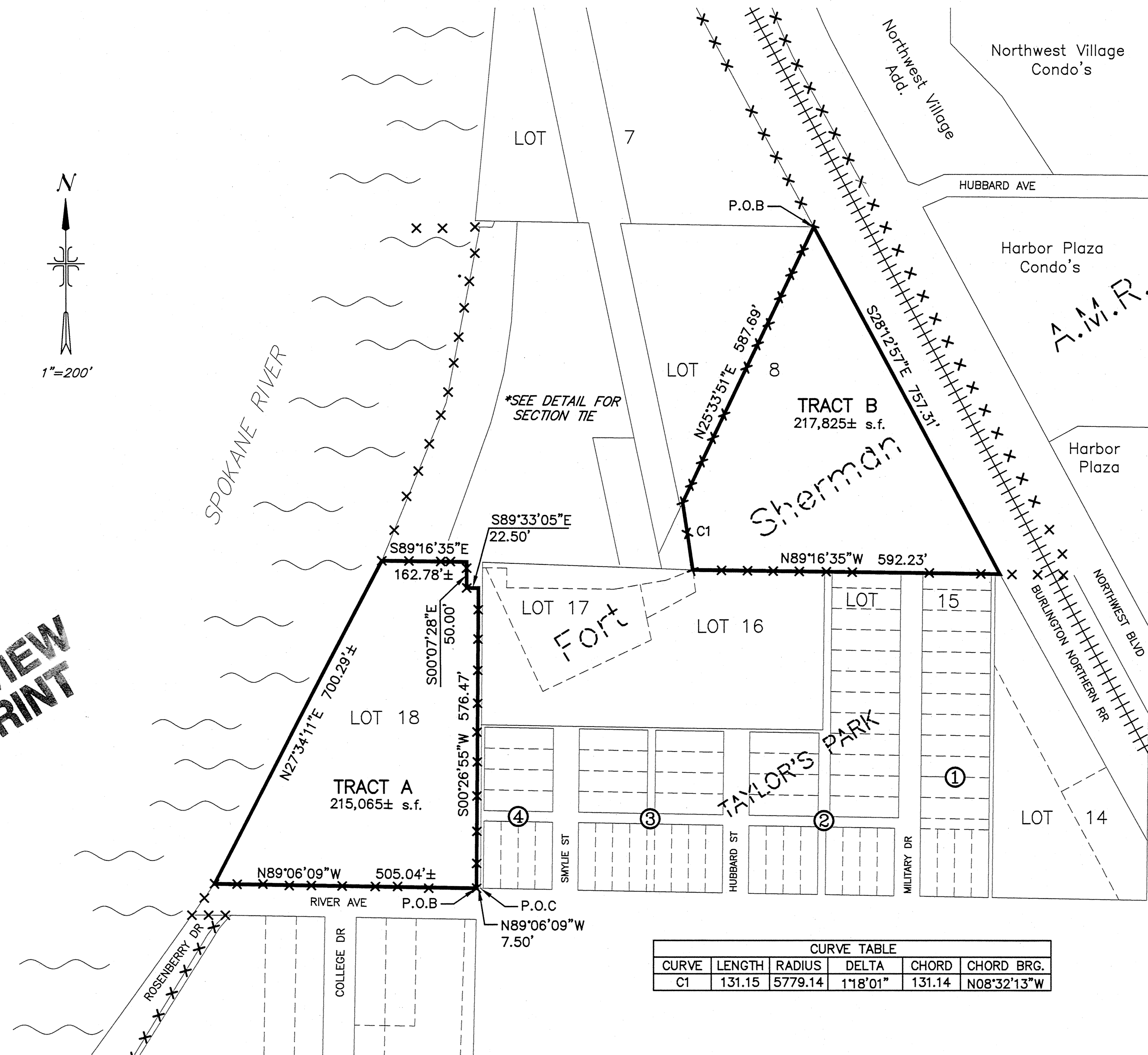


ANNEXATION MAP

CITY OF COEUR D'ALENE ORDINANCE # _____



**REVIEW
PRINT**



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG.
C1	131.15	5779.14	1°18'01"	131.14	N08°32'13"W

REFERENCES

- R1 ALTA/ACSM LAND TITLE SURVEY BY DAVID M. SEESE, PLS 13337, DATED 12/15/08
- R2 TOPOGRAPHIC AND BOUNDARY SURVEYS BY J-U-B ENGINEERS, INC, THROUGHOUT THIS AREA
- R3 PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVE, RECORDED IN BOOK "B" OF PLATS, PAGE 153A, RECORDS OF KOOTENAI COUNTY, IDAHO

SURVEYOR'S NOTE

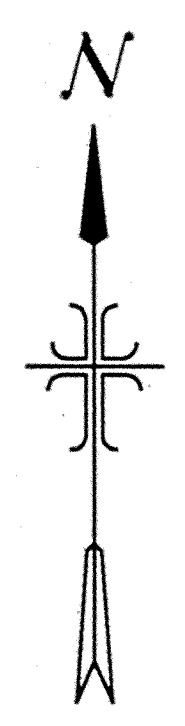
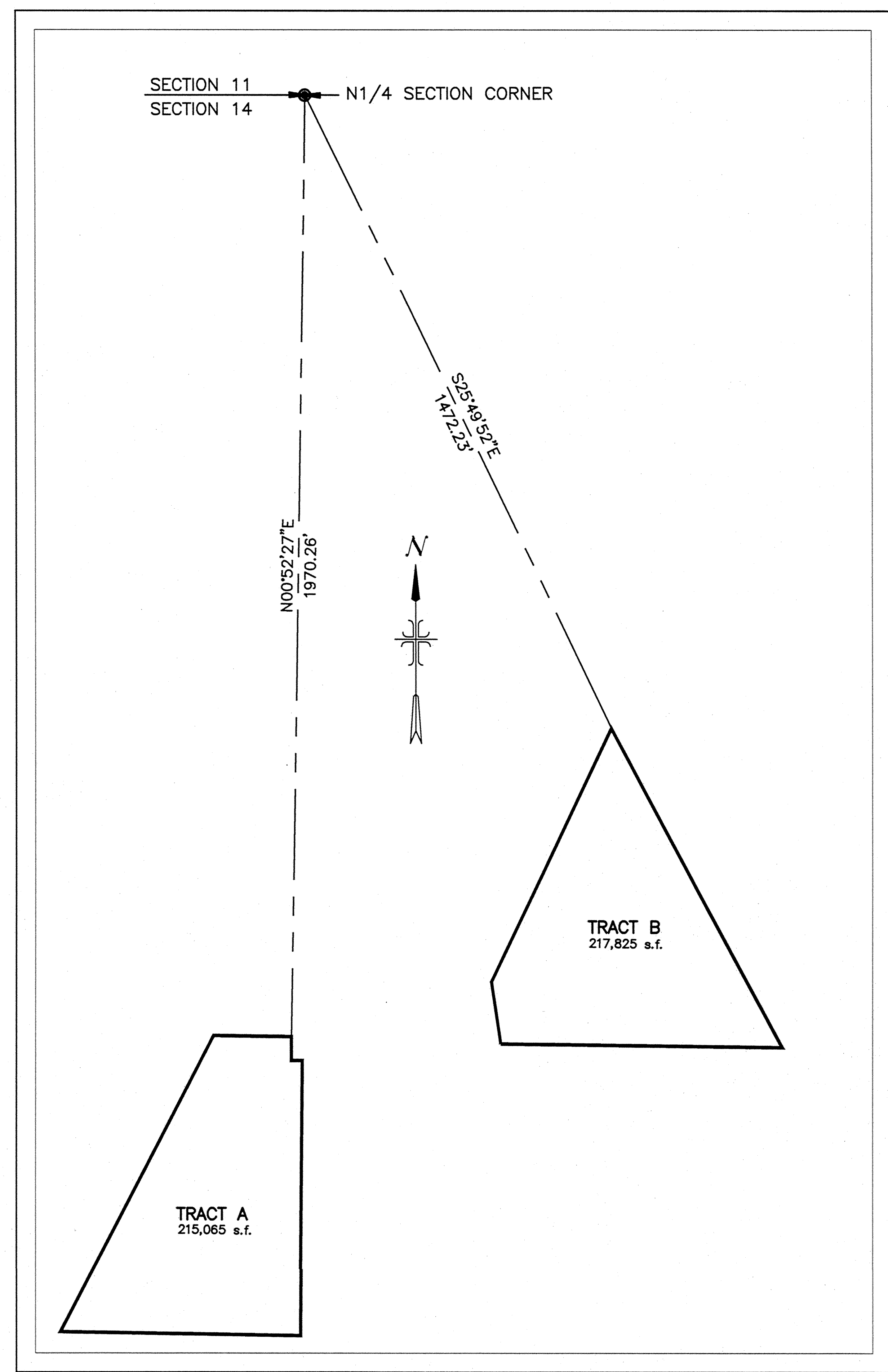
THE DIMENSIONS SHOWN ON THIS MAP ARE A COMBINATION OF FIELD MEASUREMENTS AND RECORD DATA. SEE ANNEXATION LEGAL DESCRIPTIONS FOR BOUNDARY CALLS TO ADJOINING LANDS. DIMENSIONS SHOWN HEREON SHALL YIELD TO THOSE CALLS.

LEGEND

- PROPOSED ANNEXATION TO CITY OF COEUR D'ALENE
- x-x-x-x- EXISTING CITY LIMITS
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- 1/4 SECTION QUARTER



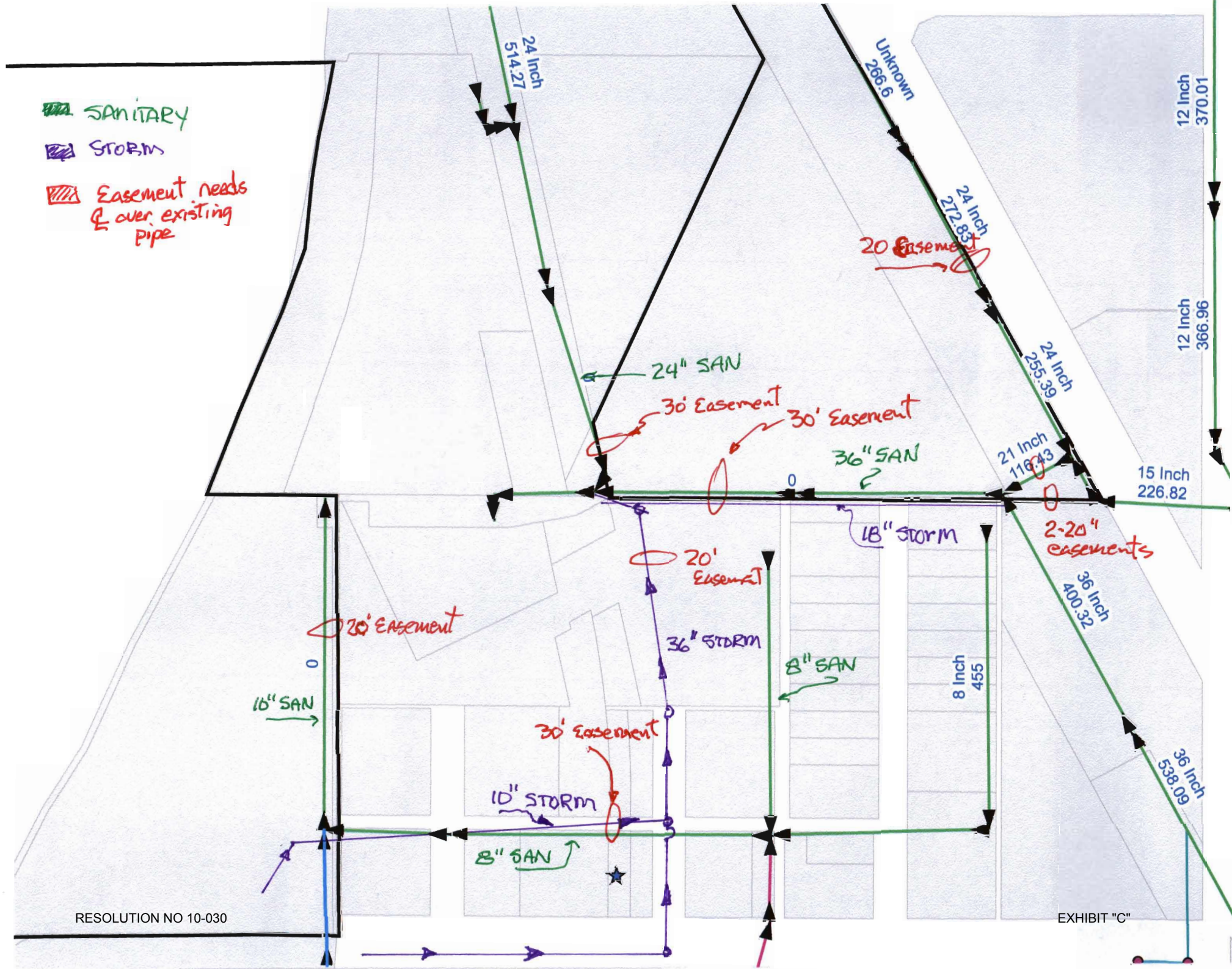
DETAIL
1"=250'



 SANITARY

 STORM

 Easement needs
to be over existing
pipe





May 19, 2010

Mr. David Wold, President
North Idaho College Foundation
1000 W. Garden Avenue
Coeur d'Alene, ID 83814

Dear Mr. Wold:

The North Idaho College Foundation Board ("Foundation") has requested that the Coeur d'Alene Urban Renewal Agency, doing business as Lake City Development Corporation (LCDC), express its intent with regard to the funding of infrastructure improvements upon property owned by the Foundation known as the former DeArmond mill site ("Property") adjoining the North Idaho College campus. It is the intention of the LCDC to fund construction costs of the following infrastructure elements on the Property, as well as infrastructure elements on adjoining public property located in the LCDC's Lake District that lies within what is known as the "Education Corridor":

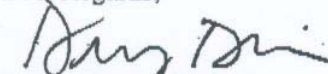
- streets, sidewalks, streetscapes, street lighting, traffic control elements and underground utilities.

Specific authorization for such infrastructure expenditures will be subject to:

- completion of the 2010 Education Corridor Infrastructure Design planning process;
- infrastructure cost estimates being within LCDC budgetary constraints;
- LCDC Board approval of the final infrastructure designs;
- proposed infrastructure elements are in alignment with the LCDC's 2008 Amended and Restated Lake District Plan, Idaho urban renewal statutes, and City of Coeur d'Alene subdivision and other ordinances; and
- such other conditions as the LCDC Board might reasonably impose.

The LCDC looks forward to the successful installation of these infrastructure elements.

Best Regards,


Denny Davis, Chairman
Lake City Development Corporation

208-292-1630 • 105 N. 1st, Suite 100 • Coeur d'Alene, ID 83814
www.lcdc.org

GUIDING PRINCIPLES for
the EDUCATION CORRIDOR
Revision 04/29/10

The following eight principles have been developed to guide the growth and development of Coeur d'Alene's Education Corridor. The intent of these guiding principles is to provide stakeholders a platform against which all decisions should be evaluated.

PARTNERSHIPS and COLLABORATION

With a focus on existing community assets, development should include private-public partnerships and collaboration of the educational institutions which will enable shared facilities, joint and individual programming, and public spaces to effectively meet diverse student and community needs and public access on the site.

CONNECTIVITY

Development should include opportunities to ensure strong linkages between downtown, the riverfront, and adjacent residential and commercial neighborhoods. Development should improve both pedestrian and vehicular ingress and egress on NW Blvd at key access points and through the campus to improve public safety and to connect the campus to the rest of the community

Considerations:

- Enhance the transition between the heart of downtown and the promenade (dike)*
- Consider transforming the Independence Point parking lot into a Great Lawn*
- Include public gardens in a downtown square*
- Consider transition to Riverstone*

HERITAGE, CULTURE, and PUBLIC ART

Development should include opportunities for public art and the protection, enhancement, and creation of public assets and opportunities which celebrate the past.

Considerations:

- Celebrate lumber, mining, Native American heritage, and railroads*
- Implement through site and building design*
- Consider cultural/interpretive center located at pedestrian bridgehead site*
- Construct lighted piers*
- Preserve majestic pine groves where appropriate*
- Retain the dike road as one-way "promenade"*
- Preserve Memorial Field*

NEIGHBORHOOD PROTECTION

Development should respect the integrity and character of the adjacent residential neighborhood.

Considerations:

- Improve traffic flow through the neighborhood*
- Maintain the integrity of neighborhood by continuing northwest architecture theme*

DENSITY, PARKING, and HOUSING

Development within the corridor should always strive to optimize the infill capability of land assets to support the highest appropriate density of use (built form).

Considerations:

- Develop parking facilities at the perimeter of the campus, and integrate any structured parking into mixed-use residential or academic buildings*

- Develop facilities for shared institutional uses when feasible*
- Consider public/private partnerships to optimize building footprints/envelopes where feasible*
- Discourage single story buildings*
- Encourage broad spectrum affordable housing opportunities where appropriate*

SUSTAINABILITY and INTEGRATION OF WWTP

Development should consider options for sustainability including creative approaches to integrate the existing and future WWTP functions into the new urban fabric of the campus as well as the academic curriculum

Considerations:

- Consider on-site energy generation and strategies for minimizing the ecological footprint of the campus*
- Consider regenerative design*
- Consider illumination at night to transform the utilitarian features of the plant into whimsical and spectacular additions to the community*
- Strive to make development choices which respect the relationship between economy, ecology, and equity.*

PUBLIC ACCESS TO WATERFRONT

Development should include ample opportunities for the public to access and enjoy the waters edge.

Considerations:

- Pedestrian greenway along the full length of the riverfront*
- Floating docks and boardwalks*
- Water feature or inlet (cove) to engage the waters edge*

VIEW CORRIDORS AND CIVIC SPACES

Development should include preservation and creation of important view corridors through careful design and placement of new buildings

Considerations:

- Consider the promenade (dike) as the front door to the campus*
- Take advantage of the elevation change which affords the opportunity to connect the second story of a structure to open out directly to the promenade*
- Clarify street and pedestrian grids within the campus to create strong sightlines and view corridors throughout*
- Consider infill development*

ORDINANCE NO. _____
COUNCIL BILL NO. 10-1015

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.200, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #54; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17 (Commercial at 17 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #54, and that Section 1.16.200, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #54.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 3rd day of August, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-1-09 / Annexation of the former DeArmond Mill Site

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.200, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #54; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-09 / Annexation of the former DeArmond Mill Site, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3rd day of August, 2010.

Warren J. Wilson, Chief Civil Deputy City Attorney

REVIEW PRINT

LEGAL DESCRIPTION
OF THE
ANNEXATION BOUNDARY
OF PORTIONS OF THE
"DEARMOND MILL" PROPERTY
TO THE
CITY OF COEUR D'ALENE

TRACT A

That portion of Lot 18 of FORT SHERMAN ABANDONED MILITARY RESERVE, according to the plat thereof, recorded in Book "B" of Plats at Page 153A, records of Kootenai County, Idaho, being situated in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the southeast corner of said Lot 18, thence N89°06'09"W along the south line of said Lot 18, also being the north right-of-way line of River Avenue, a distance of 7.50 feet to a point on the existing City of Coeur d'Alene City Limits, said point being the POINT OF BEGINNING;

thence continuing N89°06'09"W along said south line of Lot 18, also being the north right-of-way line of River Avenue, also being along the existing City Limits boundary, a distance of 505.04 feet, more or less, to the east shoreline of the Spokane River, said point being "Point A";

thence leaving said existing City Limits Boundary, northeasterly along said east shoreline to a point on the north line of said Lot 18, said point hereinafter referred to as "Point B", said point being on the existing City Limits boundary and bears N27°34'11"E, a distance of 700.29 feet, more or less, from said "Point A";

thence S89°16'35"E along said north line of Lot 18, also being the existing City Limits boundary, a distance of 162.78 feet, more or less;

thence S00°07'28"E, along said existing City Limits boundary, a distance of 50.00 feet;

thence S89°33'05"E, along said existing City Limits boundary, a distance of 22.50 feet;

thence S00°26'55"W, along said City Limits boundary, a distance of 576.47 feet to the POINT OF BEGINNING.

Containing 215,065 square feet (4.94 acres), more or less.

TRACT B

That portion of Lot 8 of FORT SHERMAN ABANDONED MILITARY RESERVE, according to the plat thereof, recorded in Book "B" of Plats at Page 153A, records of Kootenai County, Idaho, being situated in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the northeast corner of said Lot 8, said point being on the existing City Limits boundary, thence leaving said City Limits boundary S28°12'57"E along the easterly line of said Lot 8, also being the westerly right-of-way line of the Burlington Northern Railroad, a distance of 757.31 feet to the southeast corner of said Lot 8, said point being on the existing City Limits boundary;

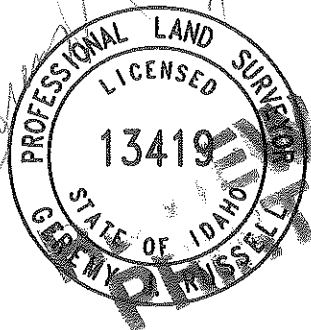
thence N89°16'35"W along the south line of said Lot, also being the existing City Limits boundary, a distance of 592.23 feet;

thence 131.15 feet along the arc of a 5,779.14-foot radius, non-tangent curve to the left, also being the existing City Limits boundary, through a central angle of 01°18'01", said curve having a long chord which bears N08°32'13"W, a distance of 131.14 feet;

thence N25°33'51"E, along the existing City Limits boundary, a distance of 587.69 feet to the POINT OF BEGINNING.

Containing 217,825 square feet (5.00 acres), more or less.

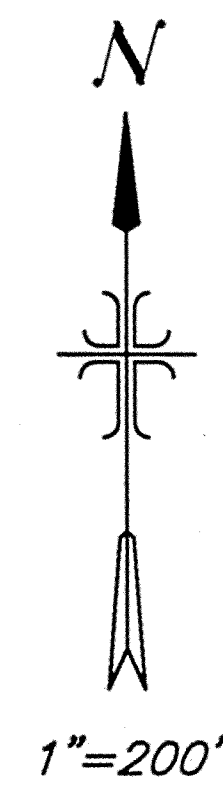
Jeremy Russell
7/28/10



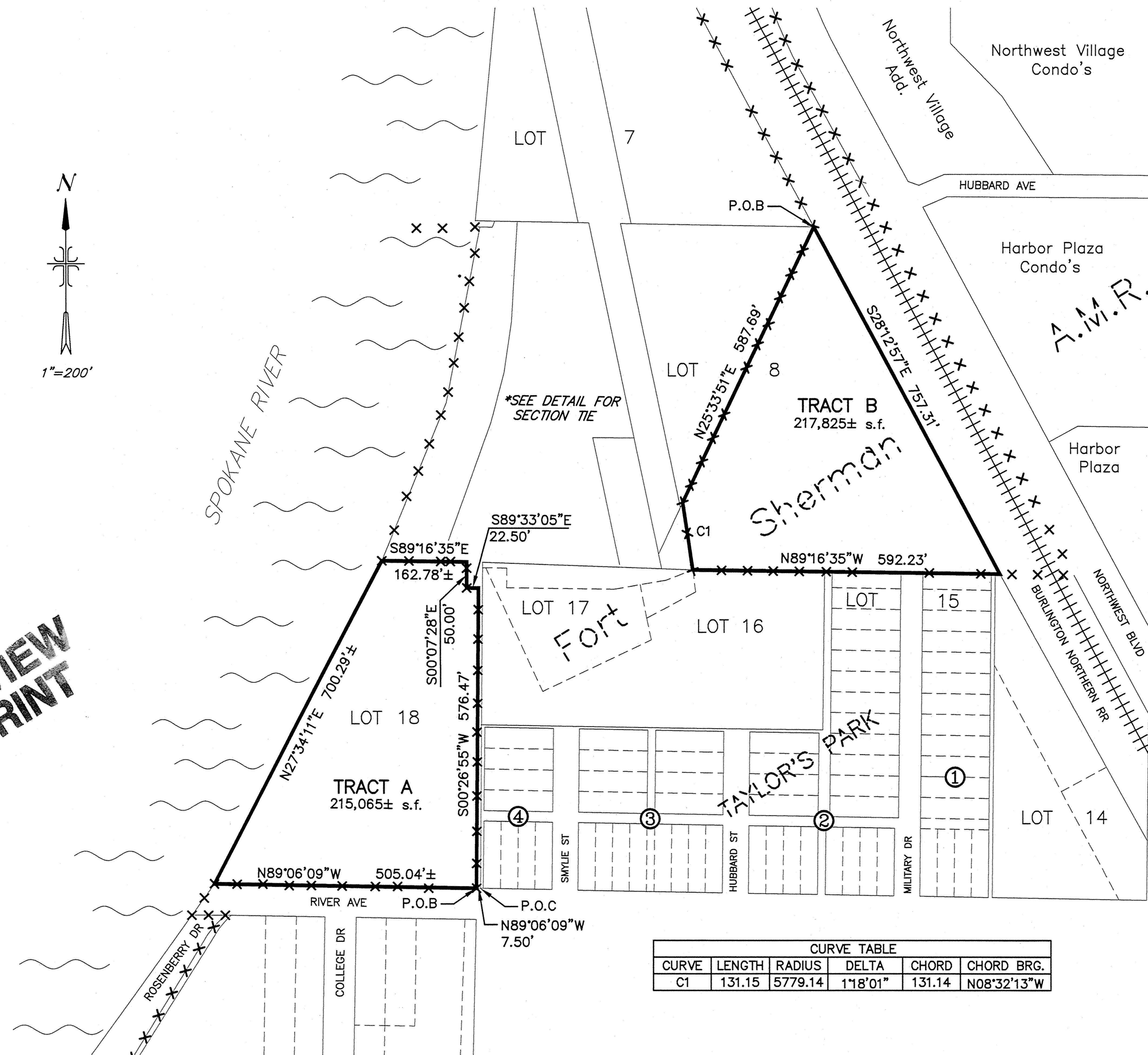
A circular professional seal for a land surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "JEREMY RUSSELL" at the bottom. The inner ring contains "LICENSED" at the top and "STATE OF IDAHO" at the bottom. In the center, the license number "13419" is printed. The seal is stamped over a handwritten signature and date.

ANNEXATION MAP

CITY OF COEUR D'ALENE ORDINANCE # _____



**REVIEW
PRINT**



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG.
C1	131.15	5779.14	1°18'01"	131.14	N08°32'13"W

REFERENCES

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 - x-x-x-x- EXISTING CITY LIMITS
 - P.O.C POINT OF COMMENCEMENT
 - P.O.B POINT OF BEGINNING
 - 1/4 SECTION QUARTER



DETAIL
1"=250'

