



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 18, 2011*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# 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**

**OCTOBER 4, 2011**

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 October 4, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION:** Invocation was led by Pastor Mike Slothower, River of Life Church.

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

**PUBLIC COMMENTS:**

**LANDSCAPE OF EXCELLENCE AWARD:** Councilman Bruning presented the Coeur d'Alene High School (CHS) with the Landscape of Excellence award on behalf of Community Canopy, a tree care education program, in recognition of the outstanding use and care of trees on the school grounds. Dan Robertson, Grounds Supervisor, accepted the award.

**CONSENT CALENDAR:** Motion by Kennedy, seconded by McEvers to approve the Consent Calendar as presented including Resolution 11-035 for Change Order No. 3 to the Memorandum of Agreement with GeoEngineers regarding the Spokane River Total Maximum Daily Load Review.

1. Approval of minutes for September 20, 22, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, October 10<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-034: 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 AN AGREEMENT WITH WHITEWATER DEVELOPMENT FOR AWARD OF CDBG FUNDS; AND APPROVING CHANGE ORDER NO. 8 – WWTP PHASE 5B CONSTRUCTION.
4. Approval of Cemetery Lot Repurchase from Glen Brandvold.

5. RESOLUTION 11-035: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #3 TO THE MEMORANDUM OF AGREEMENT FOR THE SPOKANE RIVER TOTAL MAXIMUM DAILY LOAD REVIEW.

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

**COUNCIL COMMENTS:**

**COUNCILMAN BRUNING:** Councilman Bruning updated the community on the dike road. He noted that 55 encroachments were identified as a result of the inspection of the City's dike. Minor deficiencies are currently being addressed including cracks along the dike wall. Some minor vegetation removal has also begun. The City has been in contact with the Corp of Engineers regarding the removal of the trees. The City has a list of people who have expressed an interest in serving on the ad hoc committee and they will be contacted this coming week.

**COUNCILMAN GOODLANDER:** Councilman Goodlander announced that the Arts Commission has received proposed artwork for the Wastewater Treatment Plant and will be making a determination in the near future. She also announced the Mayor's Arts Award will be held on Monday, October 10<sup>th</sup> at 6:00 p.m. at the Coeur d'Alene Resort.

**COUNCILMAN KENNEDY:** Councilman Kennedy announced that the Recreation Department is beginning registration Oct. 3<sup>rd</sup>-7<sup>th</sup> for the 4<sup>th</sup>-5<sup>th</sup> grades basketball leagues and 6<sup>th</sup>-8<sup>th</sup> grades basketball leagues registration will be Oct. 17<sup>th</sup>-26<sup>th</sup>. Coaches and sponsors are needed for these leagues. For more information contact the Recreation Department.

**APPOINTMENTS – COMMITTEES/COMMISSIONS/BOARDS:** Motion by Goodlander, seconded by Kennedy to re-appoint Jim Elder to the Parking Commission, re-appoint Bruce Hathaway and Dr. Jay Lee to the CDA TV Committee and appoint Wyatt Trull, student representative, to the Natural Open Space Ad Hoc Committee. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that Police Chief Wayne Longo participated in the "Walk a Mile in Her Shoes" event sponsored by the Women's Center on Saturday, October 1<sup>st</sup>. Officer Amy Knisley received an award and Certificate of Appreciation from the Women's Center for her efforts in assisting victims of domestic violence. Coeur d'Alene city staff is planning a Development Forum to gather input from our partners in development and construction to help improve the City's development processes. The meeting has been scheduled for this Thursday, October 6<sup>th</sup> from 11:30 a.m. to 1:30 p.m. in the Coeur d'Alene Library Community Room. Larry Jeffres, Executive Director of the North Idaho Building Contractors Association, has accepted our invitation to act as moderator. A new movie series at the Coeur d'Alene Public Library will feature movies made from books. The movies will be presented the first Thursday of each month through May on the big screen in the Community Room at the library. This Friday, October 7, 2011, there will be no building, mechanical, or plumbing inspections performed by the City of Coeur d'Alene due to

required training for staff. For more information, please contact Linda Wilson at 769-2396. The City Water Department has wrapped up its Fire Hydrant painting program for the year. The Water Department has approximately 2,500 fire hydrants in the city, and their goal is to paint and flow test every hydrant every four years. This year, approximately 700 fire hydrants were flow tested and painted! The mayor and the City of Coeur d'Alene Arts Commission will recognize the winners of the 16<sup>th</sup> Annual Mayor's Awards in the Arts on Monday, October 10, 2011, 6:00 PM at the Coeur d'Alene Resort. This event is open to the public, and anyone interested in attending to support the winners is invited. For more information, contact Steve Anthony, Arts Commission Liaison, at 769-2249. . Last week, Doug Eastwood, Parks Director, received the Dr. Leon Green Fellowship award – the highest award given by the Idaho Recreation and Parks Association. The CDA TV Committee has scheduled this year's Candidate Forum for Thursday, October 20<sup>th</sup>, in the Library Community Room. The forum will be aired live over Channel 19 and then streamed to the City's web page. Live airing times are as follows: City of Hayden 4:30-5:00 p.m. and City of Cd'A 5:00-6:30 p.m. Candidates forum will re-run throughout the days until election. City of Cd'A will stream the city's forum on our web site [www.cdavid.org](http://www.cdavid.org). The Coeur d'Alene Arts Commission is seeking artists for public art in three vehicular Roundabouts in the "Education Corridor." Information packets are available at City Hall, 710 E. Mullan Avenue, or online at [www.cdavid.org](http://www.cdavid.org). Artist proposals are due by 5:00 p.m., November 24, 2011. The Fire and Parks Department were recently notified that they had received a \$25,000 grant from the State Department of Homeland Security for additional Fire mitigation on Tubbs Hill. They will have three years to plan and complete any work from the funds.

COUNCIL BILL NO. 11-1024  
ORDINANCE NO. 3424

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R12 TO C-17L, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 6.035 ACRE PARCEL NORTH OF EMMA AVE., WEST OF NORA ST., BOUND BY INTERLAKE MEDICAL OFFICES & 923 W. EMMA AVE; 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 Hassell, seconded by Edinger to pass the first reading of Council Bill No. 11-1024.

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

Motion by Goodlander, seconded by Edinger to suspend the rules and to adopt Council Bill No. 11-1024 by its having had one reading by title only.

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

**EXECUTIVE SESSION:** Motion by Hassell, seconded by Kennedy to enter into Executive Session as provided by I.C. 67-2345 : To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated

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

The session began at 6:20 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to regular session at 6:47 p.m.

**ADJOURNMENT:** Motion by McEvers, seconded by Bruning that there being no further business before the Council, this meeting is adjourned. Motion carried.

The meeting adjourned at 6:47 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

RESOLUTION NO. 11-036

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 ADOPTING A POLICY REGARDING RETENTION OF VIDEO RECORDINGS OF OTHER PUBLIC AGENCIES PUBLIC MEETINGS; APPROVING S-1-05.M.1 – ACCEPTANCE OF IMPROVEMENTS WITH WARRANTY AGREEMENT FOR RIVERSTONE3RD ADDITION; APPROVING THE ANNUAL WAIVER OF COVERED LOAD REGULATIONS CONTAINED IN M.C. 8.36.130 FROM TUESDAY, NOVEMBER 1, 2011 THROUGH WEDNESDAY, NOVEMBER 30, 2011 FOR THE ANNUAL FALL LEAF PICK UP PROGRAM; APPROVING THE PURCHASE OF PROPERTY ON THE SOUTHEAST CORNER OF ATLAS ROAD AND KATHLEEN AVENUE FOR A FUTURE PRODUCTION WELL SITE; AND APPROVING THE DESTRUCTION OF CERTAIN RECORDS FOR THE POLICE DEPARTMENT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Adopting a Policy regarding Retention of Video Recordings of Other Public Agencies Public Meetings;
- 2) Approving S-1-05.m.1 – Acceptance of Improvements with Warranty Agreement for Riverstone3rd Addition;
- 3) Approving the Annual Waiver of Covered Load Regulations contained in M.C. 8.36.130 from Tuesday, November 1, 2011 through Wednesday, November 30, 2011 for the Annual Fall Leaf Pick Up Program;
- 4) Approving the Purchase of property on the southeast corner of Atlas Road and Kathleen Avenue for a future Production Well Site;
- 5) Approving the Destruction of Certain Records for the Police Department;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 18<sup>th</sup> day of October, 2011.

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

ATTEST

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

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

ROLL CALL:

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

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

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

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

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

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

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



GENERAL SERVICES COMMITTEE  
STAFF REPORT

DATE: October 10, 2011

TO: General Services Committee

FROM: Susan Weathers, City Clerk on behalf of  
CDA TV COMMITTEE

RE: Video Recordings Policy

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**DECISION POINT:** The CDA TV Committee is requesting that the General Services Committee consider adopting a policy clarifying and defining the City's responsibility for video recordings of other public entities.

**HISTORY:** Over the past few years, Channel 19 has expanding the broadcasting of various public entities public meetings. The process is that most of the other public entities have their meetings taped and then send these tapes to the City to be aired on Channel 19. Once the meetings have been aired, the tapes are returned to the agencies from whence they came for maintaining as part of their public records. This process and the tapes have presented an issue concerning the laws of public records, ownership and retention of such records and copyright privileges. In order to clarify and define who are the owners of these tapes, and the privilege of copyright, the attached Policy has been developed by our Legal Department as to the City's responsibility for keeping, copying, or maintaining these tapes.

**PERFORMANCE ANALYSIS:** By establishing this policy, clear guidelines are established on the city's responsibility for airing, maintaining, or copying other government agencies meetings.

**FINANCIAL ANALYSIS:** There is no financial impact on the city; however there would be a cost avoidance in that since the policy establishes that the other governmental agencies have copyright privileges, the City does not have to maintain, store or copy two years' worth of tapes for each entity that is aired on CDA TV.

**DECISION POINT:** CDA TV Committee recommends that the General Services Committee recommend the City Council adopt a resolution enacting the Policy for "Retention of Video Recordings of Other Public Agencies Public Meetings".

**RETENTION OF VIDEO RECORDINGS OF OTHER PUBLIC AGENCIES  
PUBLIC MEETINGS  
POLICY \_\_\_\_\_**

**Goal:**

The City allows and encourages other public agencies to broadcast their public meetings on Channel 19, the City's PEG cable channel. The purpose of this policy is to establish limits on the number of video recordings of other public agencies meetings that the City will retain to limit the amount of storage used for storing other agencies meetings.


**Policy:**

1. Retention of Copies of Recorded Public Meetings of Other Public Agencies.

Upon receipt of a recorded public meeting from another agency, the City will load the recorded meeting into the City's broadcast system and will delete, copy-over, erase or otherwise destroy any and all previously recorded public meetings that have been loaded into the system from that agency. The other agency will be responsible for retaining copies of the public meetings that it deems necessary to satisfy its records retention requirements.

2. Public Records Requests. In the event that the City receives a public records request for a copy of the public meeting currently in the City's broadcast system, the City will provide a copy of that meeting at the established reimbursement rate. However, if the other agency has notified the City that it is retaining its copyright protection for the public meeting, the City will deny the public records request on the grounds that the requested document is copyright protected and is thus exempt from disclosure under I.C. 9-340A. In that instance, the City will refer the person making the records request to the outside agency where they may obtain a copy of the recording.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 18, 2011  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Riverstone West 3<sup>rd</sup> Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

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**DECISION POINT**

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Riverstone West 3<sup>rd</sup> Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: John Stone  
Riverstone West, LLC  
111 N. Post Street  
Suite 200  
Spokane, WA 99201
- b. Location: West of Riverstone Drive, south of Seltice Way.
- c. Previous Action:
  1. Final plat approval of the Riverstone West 3<sup>rd</sup> Addition, February 2011.

**FINANCIAL ANALYSIS**

The developer is providing warranty security amounting to \$67,590.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on October 18, 2012.

**DECISION POINT RECOMMENDATION**

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

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of October, 2011 between Riverstone West, LLC, Inc., whose address is 111 N. Post Street, Suite 200, Spokane, WA 99201, with John Stone, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Riverstone West 3<sup>rd</sup> Addition, an eleven (11) lot commercial development, in Coeur d'Alene, situated in the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and,

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

### IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "record drawing" construction plans entitled "John Loop Road Extension II, Riverstone West 3<sup>rd</sup> Addition", dated October 10, 2011, signed and stamped by Eric Hasenoehrl, PE, # 6064 of Keltic Engineering, Inc, whose address is 315 Adams Lane, Lewiston, ID 83501, on file in the city of Coeur d'Alene Engineering Department's office and incorporated herein by reference. These improvements include but not limited to: water main line and appurtenances, sanitary sewer main line and appurtenances, dog house sanitary manhole, fire hydrant installation, concrete curb and gutter, concrete sidewalk, structural fill placement, stormwater drainage facilities and appurtenances, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), utility trenching, street lighting, signage, and, lot corner monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Sixty Seven Thousand Five Hundred Ninety and 00/100 Dollars (\$67,590.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18<sup>th</sup> day of October 2012. The City Public Works Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

**City of Coeur d'Alene**

**Riverstone West, LLC**

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

  
\_\_\_\_\_  
John Stone, Member

ATTEST

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



## City of Coeur d'Alene Leaf Fest Begins Nov. 14<sup>th</sup>

Monday, November 14, 2011 marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. Please be sure to keep leaves on your property until Monday, October 31st. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area, and do not include bagged leaves, branches, rubble, or refuse.

Due to weather conditions, equipment malfunctions, and unforeseen circumstances, city crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Wednesday, November 23, 2011.

### Leaf-fest 2011 Tips

#### Do:

- Have your leaves out by October 31st
- Please move cars off of the street if at all possible during leaf pick-up.
- Keep the leaves about one foot off the curb line to facilitate stormwater flow.
- Be alert for leaf pick-up equipment traveling through your neighborhood.
- Keep a safe distance away from leaf pick-up heavy equipment.
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies.
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves.

#### Don't:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website [streets.cdavid.org](http://streets.cdavid.org) or call the Street Maintenance Information line 769-2233.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 10, 2011  
**FROM:** Terry Pickel, Assistant Water Superintendent  
**SUBJECT:** **Authorization for purchase of property for the Kathleen Well.**

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**DECISION POINT:**

Staff requests Council authorization for the Mayor to complete the property purchase agreement for vacant property at Atlas and Kathleen if the water quality and quantity are acceptable.

**HISTORY:**

Water Department Staff have been actively searching for a suitable location for a new production well for the past 3 years. A potential site must have suitable access with a location that does not significantly impact residential property surrounding it, sufficient infrastructure to support the necessary flow capacity, relatively good geologic structure to support the required quantities, and good water quality. A test well was drilled in Hawk's Nest in 2008 but resulted in high arsenic levels. Staff attempted to secure property adjacent to Woodland Elementary School but was unsuccessful. Staff then recently looked at a small section of vacant property where the Atlas and Kathleen intersection was realigned. This property offered great access, two 12" mains in close proximity, and a history of good water quantity and quality with neighboring wells.

**FINANCIAL ANALYSIS:**

Staff contacted the property owners, the Roman Catholic Diocese of Boise, to see if they would be interested in selling the vacant property. The owners did express interest in selling and a tentative agreement was negotiated in early July contingent on the results of a test well. The property is currently zoned C17L which permits such use and was appraised at \$200,000. Staff proposes to create two lots, one to be used for a production well and the other for potential future development which at this time is undetermined. We have a contingent purchase agreement based on the site providing adequate water in terms of quantity and quality. Funding for the purchase of the property will be from Cap Fees and is included in the approved 2011-2012 budget.

**PERFORMANCE ANALYSIS:**

Idaho Rule IDAPA 58.01.08 specifies that the public water supply will be able to meet peak demands with its largest well out of service. Currently, we are not able to accomplish this. Staff is seeking a potential well capacity in excess of 3000 gallons per minute (gpm) to adequately supply water to the high zone. The additional well capacity will bring us back into compliance with Idaho Rule and should supply additional long term growth.

**QUALITY OF LIFE ANALYSIS:**

Having a production well at this site will help us meet the needs and expectations of our customers for high quality water in sufficient quantities. The City will need additional points of diversion (wells) as those needs increase with future growth.

**DECISION POINT/RECOMMENDATION:**

Staff requests that City Council authorize the Mayor to complete the purchase of the property at the southeast corner of Atlas and Kathleen for a future production well site contingent on acceptable water quality and quantity.



RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

ID# 11-01 DATE June 28, 2011

LISTING AGENCY N/A Office Phone # Fax #
Listing Agent E-Mail Phone #
SELLING AGENCY Larry Hellhake Real Estate Services Office Phone # Fax # 938-0098
Selling Agent Larry Hellhake E-Mail LJHRES@msn.com Phone # 867-4246

1. BUYER: City of Coeur d' Alene
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
"PROPERTY" COMMONLY KNOWN AS .98 acres, corner of Atlas Road and Kathleen Avenue
Coeur d' Alene City Kootenai County, ID, Zip 83815 legally described as: See attached map

OR Legal Description Attached as addendum # (Addendum must accompany original offer.)

2. \$ 200,000.00 PURCHASE PRICE: Two Hundred Thousand and Zero/100 DOLLARS, payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
(A). \$ 1,000.00 EARNEST MONEY: BUYER hereby deposits One Thousand and Zero/100 DOLLARS as Earnest Money evidenced by: cash personal check cashier's check X note (due date): upon closing
other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account
upon receipt, or upon acceptance by BUYER and SELLER and shall be held by: Listing Broker Selling Broker
X other due upon closing for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: Larry Hellhake

(B). ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of \$ not including mortgage insurance, through CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER with interest not to exceed % for a period of year(s) at: Fixed Rate Other BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.
SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: Fixed Rate Other BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

LOAN APPLICATION: BUYER has applied shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S acceptance. Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

(D). \$ FINANCING:
Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
Additional financial terms are contained in a financing addendum of same date, attached hereto, signed by both parties.

(E). \$199,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING: (Not including closing costs) Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing Earnest Money note to be redeemed by Buyer at closing.

BUYER'S Initials (RST) ( ) Date 7/7/11 SELLER'S Initials (LH) ( ) Date 6-28-11

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PROPERTY ADDRESS: 98 acres, corner of Atlas Road and Kathleen Avenue Coeur d'Alene ID#: 11-01

5. SECTION 1031 TAX DEFERRED EXCHANGE: By checking either or both of the boxes that follow, it is hereby acknowledged by the parties that the  Buyer,  Seller intends to use the purchase and sale of the PROPERTY as an integral part of a tax deferred like-kind exchange as allowed under Section 1031 of the Internal Revenue Code (the "Exchange"). For purposes of this paragraph, the party participating in the Exchange shall be identified as the "Exchanger." If either box above is checked, then the parties recognize that a material part of the Exchanger's consideration for entering into the agreement for the purchase and sale of the PROPERTY is the successful completion of the exchange. The parties agree to assist each other in the completion of such exchange by cooperating with each other by signing any and all relevant documents provided that the party not doing the Exchange shall not incur any liabilities, costs, fees, or taxes in excess of those which that party would have incurred had this transaction not been an Exchange.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: See addendum 2

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by  warranty deed  special warranty deed or  deed, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction,  SELLER or  BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within 5 business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that North Idaho Title Company located at Coeur d'Alene, Idaho shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct closing agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

10. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 14, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have      business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 14) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

11. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

BUYER'S Initials (TSJ) (      ) Date 7/7/11 SELLER'S Initials (EN) (      ) Date 6-28-11

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PROPERTY ADDRESS: 98 acres, corner of Atlas Road and Kathleen Avenue Coeur d'Alene ID#: 11-01

12. MINERAL RIGHTS: Any and all mineral rights appurtenant to the property are included in and are a part of the sale of this property unless otherwise agreed to by the parties in writing.

13. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the property are included in and are a part of the sale of this property unless otherwise agreed to by the parties in writing.

14. INSPECTION/DUE DILIGENCE:

(A). BUYER shall have the right to conduct due diligence inspections, investigations, tests, surveys and other studies at BUYER'S expense unless otherwise indicated below or agreed upon in writing by the parties. BUYER chooses [ ] to have inspection(s) [ ] not to have inspection(s). If BUYER chooses not to have inspection, skip the remainder of this Section 14. BUYER shall, within \_\_\_\_\_ business days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. The closing of this transaction is conditioned upon BUYER's satisfaction or waiver of the following contingencies.

Table with 10 columns: INSPECTION ITEM; COSTS PAID BY, BUYER, SELLER, SHARED EQUALLY, N/A, INSPECTION ITEM; COSTS PAID BY, BUYER, SELLER, SHARED EQUALLY, N/A. Rows include Environmental inspection (Phase I, II, III), Survey, Water Rights, Flood Zone Hazard, and Soil(s) and Percolation Test(s).

[ ] The following documents and materials shall be provided by the SELLER to the BUYER as part of the BUYER'S inspection/due diligence: N/A

(B). SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

- 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business days (five [5] if left blank) in which to respond in writing. SELLER, at their option, may correct the items as specified by BUYERS in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.
3). If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days (five [5] if left blank) that they will not continue with the transaction and demand the return of their Earnest Money.
4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items with SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

15. RESIDENTIAL PROPERTY CONDITION DISCLOSURE: Idaho Code § 55-2501 et seq. requires that any person intending to transfer "residential real property" deliver to the transferee or his agent, within ten (10) calendar days of the acceptance of an offer to purchase, a SELLER PROPERTY CONDITION DISCLOSURE FORM. "Residential real property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. The property [ ] is [x] is not subject to the Property Condition Disclosure Act.

16. CONDITION OF PROPERTY AT CLOSING: Upon expiration of the Inspection/Due Diligence period and thereafter, BUYER agrees to purchase the PROPERTY in as-is-condition, where is, with all faults and with no further repairs required unless otherwise agreed upon by the parties in writing. BUYER will assume all obligations with respect to the PROPERTY. SELLER shall maintain the PROPERTY until the closing in its present condition, ordinary wear and tear excepted.

BUYER'S Initials (TST) ( ) Date 7/7/11

SELLER'S Initials ( ) ( ) Date 6-28-11

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PROPERTY ADDRESS: 98 acres, corner of Atlas Road and Kathleen Avenue, Coeur d'Alene ID#: 11-01

17. **LEAD-BASED PAINT DISCLOSURE:** Properties that meet the criteria of "target housing" require certain disclosures regarding lead-based paint hazards. The term lead-based paint hazard is intended to identify lead-based paint and all residential lead-containing dusts and soils regardless of the source of the lead. Pursuant to 42 USCA § 4851 et seq., "target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. A "residential dwelling" means a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one (1) separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons. "Residential real property" means real property on which there is situated one (1) or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons.

The subject property  is  is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home," (b) receipt of the Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYER'S right to have the property tested for lead-based paint hazards to be completed no later than \_\_\_\_\_ or the contingency will terminate, (d) that BUYER hereby  waives  does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the property, BUYER has the right to cancel the contract subject to the option of SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is cancelled under this clause, BUYER'S earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

18. **RISK OF LOSS OR NEGLECT:** Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of BUYER.

19. **ADDITIONAL COSTS:** The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

COSTS	BUYER	SELLER	SHARED EQUALLY	N/A	COSTS	BUYER	SELLER	SHARED EQUALLY	N/A
Appraisal fee		X			Flood certification / tracking fee	X			
Long term Escrow fees				X	Title Ins. Standard Coverage owners policy		X		
Closing fee			X		Lenders Extended Policy				X
Additional Title Ins.	X				Attorney contract preparation and/or review fee				X
Water Rights	X								

21. SELLER agrees to pay up to        % (N/A if left blank) of the purchase price OR \$        (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked above. SELLER agrees to pay up to \$        (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

20. **ESCROW/COLLECTION:** If a long-term escrow/collection is involved, then the escrow/collection holder shall be        N/A. Each party agrees to pay one-half of escrow/collection fees and escrow setup fees.

21. **CLOSING AGENCY:** The Closing Agency for this transaction shall be North Idaho Title Company located at       

22. **CLOSING DATE:** On or before the closing date, BUYER and SELLER shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than November 15, 2011. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to SELLER.

23. **POSSESSION/PRORATION:** BUYER shall be entitled to possession  UPON CLOSING or  DATE TIME  AM  PM. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of the day of closing or Any tenant deposits held by SELLER shall be credited to BUYER at closing.

24. **"NOT APPLICABLE" DEFINED:** The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

25. **FACSIMILE TRANSMISSION:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

BUYER'S Initials (  ) (    ) Date 7/17/11 SELLER'S Initials (  ) (    ) Date 6-28-11

PROPERTY ADDRESS: .98 acres, corner of Atlas Road and Kathleen Avenue Coeur d'Alene ID#: 11-01

239 26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
240 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
241 by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by
242 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the
243 time for performance shall be the next subsequent business day.

244
245 27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
246 PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed
247 shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference
248 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

249
250 28. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
251 damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
252 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker
253 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
254 inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker,
255 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically
256 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and
257 such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs
258 incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of Brokerage fee, title
259 insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
260 matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be
261 returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's
262 fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

263
264 29. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
265 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
266 on appeal.

267
268 30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event
269 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the
270 holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at
271 Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent
272 jurisdiction and shall recover court costs and reasonable attorney's fees.

273
274 31. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or
275 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

276
277 32. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
278 identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies
279 shall together constitute one and the same instrument.

280
281 33. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

282
283 34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
284 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

285
286 Section 1:

- 287  A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
288  B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
289  C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT
290 acting solely on behalf of the BUYER(S).
291  D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

292
293 Section 2:

- 294  A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
295  B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
296  C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
297 acting solely on behalf of the SELLER(S).
298  D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

299
300 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho
301 real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy
302 was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A
303 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

304
305 35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this
306 agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

BUYER'S Initials (JST) ( ) Date 7/7/11

SELLER'S Initials (ON) ( ) Date 6-28-11

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PROPERTY ADDRESS: 98 acres, corner of Atlas Road and Kathleen Avenue Coeur d' Alene ID#: 11-01

307 36. ASSIGNMENT: This Agreement and any rights or interests created herein may be sold, transferred or otherwise assigned.

308 37. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no
309 warranties, including any warranty of habitability or representations have been made or shall be binding upon either party unless herein set forth.
310
311

312 38. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

313 39. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) July 1, 2011 at (Local
314 Time in which PROPERTY is located) 5:00 [ ] A.M. [X] P.M. If acceptance of this Agreement is not received within the time specified, the offer is
315 withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.
316
317

318 40. BUYER'S SIGNATURES:

319 [X] SEE ATTACHED BUYER'S ADDENDUM(S): 2 (Specify number of BUYER addendum(s) attached.)

320 BUYER [ ] does [ ] does not currently hold an active Idaho real estate license.

321 BUYER Signature [Signature] BUYER (Print Name) City of Coeur d' Alene
322 Date 7/7/11 Time 2:00 [ ] A.M. [X] P.M. Phone # 769-2221 Cell #
323 Address 710 E. Mullan Avenue City Coeur d' Alene State Idaho Zip 83814
324 E-Mail troyt@cdaid.org Fax # 796-2284

334 BUYER [ ] does [ ] does not currently hold an active Idaho real estate license.

335 BUYER Signature BUYER (Print Name)
336 Date Time [ ] A.M. [ ] P.M. Phone # Cell #
337 Address City State Zip
338 E-Mail Fax #

348 41. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all
349 the terms thereof on the part of the SELLER.

349 [ ] SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
350 [X] SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 2

351 SELLER [ ] does [X] does not currently hold an active Idaho real estate license.

352 SELLER Signature [Signature] SELLER (Print Name) Roman Catholic Diocese of Boise
353 Date 6-28-11 Time 11:34 [X] A.M. [ ] P.M. Phone # 342-1311 Cell # 867-4246
354 Address 1501 Federal Way, Suite 400 City Boise State Idaho Zip 83705
355 E-Mail LJHRES@msn.com Fax # 938-0098

362 CONTRACTOR REGISTRATION # (if applicable) N/A

366 SELLER [ ] does [ ] does not currently hold an active Idaho real estate license.

367 SELLER Signature SELLER (Print Name)
368 Date Time [ ] A.M. [ ] P.M. Phone # Cell #
369 Address City State Zip
370 E-Mail Fax #

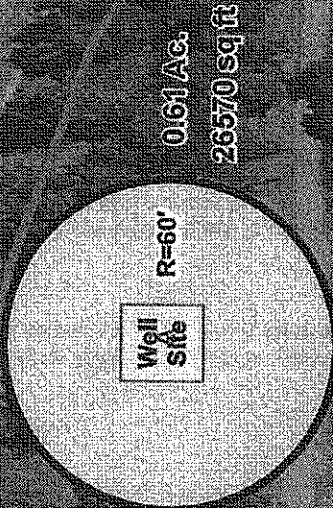
376 CONTRACTOR REGISTRATION # (if applicable)

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# Proposed Well Site Kathleen and Atlas

Boy Family School

Kathleen Ave



0.61 Ac.  
26570 sq ft

309'

122'

130'

0.37 Ac  
15747 sq ft

120'

130'

Atlas Rd

Forest Service Nursery

ADDENDUM 1



No Scale



RE-11 ADDENDUM # 2 (1,2,3, etc.)



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Date: June 28, 2011

This is an ADDENDUM to the  Purchase and Sale Agreement  Other ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

AGREEMENT DATED: June 28, 2011 ID # 11-01

ADDRESS: .98 acres bare ground, corner of Atlas and Kathleen Ave., Coeur d' Alene, Idaho

BUYER(S): City of Coeur d' Alene

SELLER(S): Roman Catholic Diocese of Boise

The undersigned parties hereby agree as follows: The Buyer will have 120 calendar days after all signatures are received (the due diligence period) to determine if the subject property is suited for Buyer's intended use, including but not limited to determining if there is sufficient groundwater available, in both quantity and quality, to allow the Buyer to drill a new production water well on the site.

Concurrently with the drilling of the test well during Buyer's due Diligence period, the Buyer, at Buyer's sole expense, will apply to the City of Coeur d' Alene to cause the subject property to become a legal lot or parcel of record as defined by the City.

If, on or before the end of the due diligence period, the Buyer determines that the site is not suited for Buyer's intended use, the Buyer will notify the Seller in writing as to Buyer's intent not to proceed with the purchase of the property. At that time, the Purchase and Sale Agreement will be cancelled and the Earnest Money Note will be voided. The test well will become the property of the Seller as a source of irrigation water, and, if not already completed, the Buyer will complete the process of platting the subject property to make it a legal lot of record.

If Buyer determines that the subject property is acceptable for Buyer's intended use, Buyer will proceed to closing. At Closing, the Buyer will be credited for the actual cost of platting the property as determined by using the lowest of a maximum of three bids from private engineering firms that specialize in the subdivision of property in the area. The maximum credit will be \$4,000.00.

Buyer acknowledges that there will be a deed restriction or like recorded document that will state that if the Buyer ever sells all or any portion of the subject property, it may never be used for or by any entity that involves adult movies, a bar where alcohol is served by the drink, abortion services, or any similar business.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: [Signature] Date: 7/7/11  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_  
SELLER: [Signature] Date: 6-28-11  
SELLER: \_\_\_\_\_ Date: \_\_\_\_\_



RE-33 PROMISSORY NOTE



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 Boise Idaho ID# 11-01
2 (City) (State)

4 June 28, 2011
5 (Date)

7 \$1,000.00 No later than November 15, 2011
8 (Dollar amount) (Note due date)

10 I/We promise to pay to the order of North Idaho Title Company
11
12 the principal sum of One Thousand and Zero/100
13

14 dollars (\$ 1,000.00), in lawful
15 money of the United States of America, together with interest on the principal balance of this Promissory Note at
16 the rate of zero percent (0%) per annum from the date hereof until this Promissory Note is
17 fully paid. Principal and Interest to be paid as follows: Total due upon closing but no later than November 15, 2011.

27 All payments made under this Promissory Note shall be applied first to accrued interest on the unpaid
28 principal and then to the principal balance. This Promissory Note may be prepaid in whole at any time by paying
29 the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. In the event
30 that any installment or interest due thereon is not paid within ten (10) calendar days after the same becomes due
31 and payable, the whole of the principal sum then remaining unpaid, together with the interest that shall have
32 accrued thereon, shall become immediately due and payable at the election of the holder of this note, without
33 notice.

35 The undersigned hereby agree(s) to pay all costs of collection, including reasonable attorney fees and
36 legal expenses if this Promissory Note is not paid when due, whether or not legal proceedings are commenced.
37 The undersigned expressly waive presentment, demand, diligence, protest and all notices of any kind whatsoever
38 with respect to this Promissory Note. Any forbearance by the holder of this Promissory Note in exercising any
39 right or remedy under this Promissory Note, shall not be a waiver of, or preclude the exercise of any right or
40 remedy.

42 This Note shall be governed by and construed in accordance with the laws of the State of Idaho.

45 [Signature]
46 MAKER Signature

45 [Signature]
46 MAKER (Print Name)

49 MAKER Signature

49 MAKER (Print Name)









Now

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

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

[Office Use Only] Amt Pd \$100.00  
 Rec No 573711  
 Date 10-10-2011  
 Date to City Council: 10-16-2011  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service 11/1/11

**Check the ONE box that applies:**

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

Business Name	Dangerous Dog	
Business Mailing Address	P.O. Box 3205	
City, State, Zip	CdA ID 83816	
Business Physical Address	108 N. 4th Street	
City, State, Zip	CdA ID 83814	
Business Contact	Business Telephone: 819-0011	Fax: N/A
License Applicant	Nancy White	208-818-1126
If Corporation, partnership, LLC etc. List all members/officers	Nancy White	

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 18, 2011  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** Meadow Ranch 1<sup>st</sup> Addition: Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document, an eleven (11) lot residential development.

**HISTORY**

- a. Applicant: Dennis Cunningham  
Meadow Ranch Development Corporation  
424 E. Sherman Avenue  
Suite 205  
Coeur d'Alene, ID 83815
- b. Location: West side of Howard Street at Knoll Lane.
- c. Previous Action:
  1. Final plat of Meadow Ranch subdivision, February 2008.

**FINANCIAL ANALYSIS**

There are no financial agreements associated with this final plat approval.

**PERFORMANCE ANALYSIS**

The developer has installed the required public infrastructure for the development, however, it is not yet ready for acceptance. Approval and recordation of the final plat document will allow for the sale of platted lots, however, building permits will not be allowed until the infrastructure has been accepted by the appropriate City departments, and, the Maintenance/Warranty Agreement and security are in place.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.



# ANNOUNCEMENTS

# Memo to Council

DATE: October 5, 2011

RE: Appointments to Boards/Commissions/Committees

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The following re-appointments are presented for your consideration for the October 17th Council Meeting:

JOHN KELLY

Pedestrian/Bicycle Advisory Committee

WARREN FISHER

Pedestrian/Bicycle Advisory Committee

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson

Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Monte McCully, Ped/Bike Committee Liaison



# Memo to Council

DATE: October 10, 2011

RE: Appointments to Boards/Commissions/Committees

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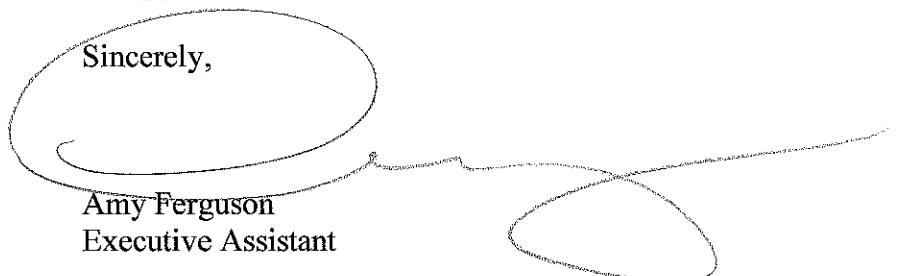
The following re-appointment is presented for your consideration for the October 18th Council Meeting:

KATIE SAYLER

LIBRARY BOARD

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

Sincerely,



Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Bette Ammon, Library Board Liaison

# Memo to Council

DATE: October 10, 2011

RE: Appointments to Boards/Commissions/Committees

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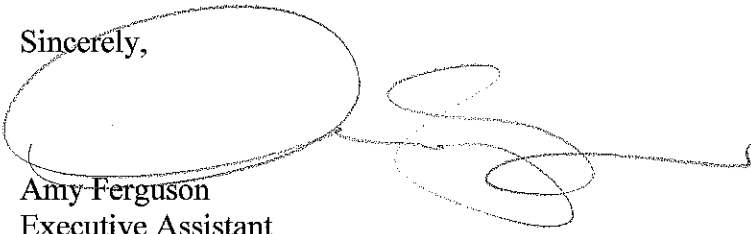
The following appointment is presented for your consideration for the October 18th Council Meeting:

STEFAN CHATWIN  
(representing City of Hayden)

CDA TV COMMITTEE

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

Sincerely,

  
Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director/CDA TV Liaison

# PUBLIC HEARINGS

**URBAN FORESTRY  
STAFF REPORT**

**DATE:** October 11, 2011  
**FROM:** Katie Kosanke, Urban Forestry Assistant for Karen Haskew, Urban Forester  
**SUBJECT:** Appeal of Tree Removal Permit - 1042 E. Young Ave

---

**DECISION POINT:**

Should the City Council uphold or overturn the denial of a tree removal permit for a 28" diameter horsechestnut (*Aesculus hippocastanum*) tree within the right-of-way at 1042 Young Ave.

**HISTORY:**

The Urban Forestry Ordinance requires that the Urban Forestry Committee (U.F.C.) members inspect tree removal permits and make recommendations regarding removal according to specific criteria. The city's inspection form prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site, and nuisance factors. Ability to mitigate these concerns is considered in the values given. Trees can also be assigned positive points for things such as environmental benefits, wildlife values and contributions to streetscape, neighborhood and overall urban forest. An overall score of -40 is needed for allowing a removal.

Mr. & Mrs. Schmidt, owners of the property at 1042 Young Ave requested removal and replacement of the abutting horsechestnut tree because tree roots are disturbing the sidewalk and to give the two remaining trees more room to grow.

The horsechestnut tree, the middle of three, is in good health and fair to good condition. There is some minor rot in a fork of the tree and has been pruned poorly in the past. In addition, roots have been cut for the installation of an irrigation line. The tree has 90-95% live crown. There are a few dead branches that should be pruned from the tree. Minimal root pruning would be needed for sidewalk repair. The average score for the tree was -14, insufficient for a removal permit (an overall score of -40 is needed for removal). Committee inspection forms are attached.

**FINANCIAL ANALYSIS:**

Tree removal and the required planting of a replacement tree are the responsibility of the abutting property owner.

**PERFORMANCE ANALYSIS:**

The tree is healthy and is providing values to the street and neighborhood. Sidewalk problems can often be solved by some root pruning and modification of the sidewalk. In addition, condition could be improved by sanitation pruning (removing dead branches).

**DECISION POINT/RECOMMENDATION:**

Should the City Council uphold or overturn the denial of a tree removal permit for a 28" diameter horsechestnut (*Aesculus hippocastanum*) tree within the right-of-way at 1042 Young Ave.

The City Council could uphold the denial of a removal permit or overturn the denial of a removal permit and allow removal of the tree with replacement tree from the approved 'medium' street tree list to be planted within the right-of-way.



RECEIVED  
SEP 20 2011

### TREE INSPECTION FORM

Address: 1042 E YOUNG Tree Location: BEHIND CURB  
Species: HORSECHESNUT DBH: 34" Approx. Height: 70'  
Reason(s) For Request: \_\_\_\_\_  
Inspection Date: 9/17/11 Inspector(s): BOB HALVOR

*Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.*

Points (Range)  
- 0 (0 to -40)

#### TREE HEALTH (Biological)

Crown and Branches: (% live, green) \_\_\_\_\_  
Diseases: (List) \_\_\_\_\_  
Insects: (List) \_\_\_\_\_  
Root Rot Problems: \_\_\_\_\_

- 5 (0 to -40)

#### TREE CONDITION (Structural Integrity)

Trunk: (rot, sweep, lean, cankers, ~~forks~~) FORK UP ABOUT 10 FT.  
Branches/Wounds (damage, stubs, rot) \_\_\_\_\_  
Root Damage \_\_\_\_\_  
Existing Wind/Elements Problems \_\_\_\_\_  
Branch Condition \_\_\_\_\_

- 10 (0 to -40)

#### SITE CONFLICTS

Interference with overhead utilities \_\_\_\_\_  
Roots (sidewalk, driveway, curb) SOME UPLIFT (MINOR)  
Obstruction: (traffic signs, vision triangle at intersection) \_\_\_\_\_  
Competing Trees TO THE WEST

- 0 (0 to -10)

#### NUISANCE FACTORS (list)

#### UNDESIRABLE SPECIES (Not on city list)

- 0 (0 to -10)

#### VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.): \_\_\_\_\_ + 5  
Visual Screen: \_\_\_\_\_ + \_\_\_\_\_  
Historic: \_\_\_\_\_ + \_\_\_\_\_  
Wildlife: \_\_\_\_\_ + \_\_\_\_\_  
Aesthetic: (texture, form, line, color) \_\_\_\_\_ + \_\_\_\_\_

#### URBAN FOREST VALUE ("Big Picture")

5 (+10 to -10)

#### TOTAL POINTS

**405**

#### Comments and recommendations:

NEW HOUSE. THIS TREE IS IN FRONT OF FRONT DOOR. NICE TREE.

# TREE INSPECTION FORM

Address 1042 E. Young Avenue Tree Location streetside

Species Horsechestnut Dn.

Reason(s) For Request sidewalk issues

Inspection Date: Sept. 22 Inspector(s): C.L.

*Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for **approved** tree removal.*

**TREE HEALTH (Biological)** Points (Range)  
- 10 (0 to -40)

Crown and Branches: (% live, green ) 95% live

Diseases: (List)

Insects: (List)

Root Rot Problems:

**TREE CONDITION (Structural Integrity)** (0 to -40)

Trunk: (rot, sweep, lean, cankers, forks)

Branches/Wounds (damage, stubs, rot)

Root Damage

Existing Wind/Elements Problems

Branch Condition

**SITE CONFLICTS** - 10 (0 to -40)

Interference with overhead utilities

Roots (sidewalk, driveway, curb) sidewalk issues

Obstruction:

Competing Trees

**NUISANCE FACTORS (list)** ,  -  (0 to -10)

**UNDESIRABLE SPECIES (Not on city list)** not on city list  - 5 (0 to -10)

**VALUES PROVIDED** (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.):  + 5

Visual Screen:  +

Historic:  +

Wildlife:  + 5

Aesthetic: (texture, form, line, color)  +

**URBAN FOREST VALUE ("Big Picture")**  - 15 (+10 to -10)

**TOTAL POINT-**

**Horsechestnut is not on our city list, but tree is healthy.**

# TREE INSPECTION FORM

Address: 1042 E. Young Ave. Tree Location: \_\_\_\_\_  
 Species: Horsechestnut DBH: 28" Approx. Height: \_\_\_\_\_  
 Reason(s) For Request: sidewalk, crowding  
 Inspection Date: 9/20/11 Inspector(s): Anneke + Bruce

*Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for **approved** tree removal.*

**Points (Range)**

**TREE HEALTH (Biological)** Good - 0 (0 to -40)

Crown and Branches: (% live, green) \_\_\_\_\_

Diseases: (List) \_\_\_\_\_

Insects: (List) \_\_\_\_\_

Root Rot Problems: \_\_\_\_\_

**TREE CONDITION (Structural Integrity)** - 20 (0 to -40)

Trunk: (rot, sweep, lean, cankers, forks) \_\_\_\_\_

Branches/Wounds (damage, stubs, rot) bad past pruning

Root Damage \_\_\_\_\_

Existing Wind/Elements Problems \_\_\_\_\_

Branch Condition \_\_\_\_\_

**SITE CONFLICTS** - 10 (0 to -40)

Interference with overhead utilities none

Roots (sidewalk, driveway, curb) minor

Obstruction: (traffic signs, vision triangle at intersection) none

Competing Trees no

**NUISANCE FACTORS (list)** - 6.379 (0 to -10)

**UNDESIRABLE SPECIES (Not on city list)** - 7 (0 to -10)

**VALUES PROVIDED** (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.): \_\_\_\_\_ + 5

Visual Screen: \_\_\_\_\_ + 5

Historic: \_\_\_\_\_ + \_\_\_\_\_

Wildlife: \_\_\_\_\_ + \_\_\_\_\_

Aesthetic: (texture, form, line, color) \_\_\_\_\_ + \_\_\_\_\_

**URBAN FOREST VALUE ("Big Picture")** \_\_\_\_\_ (+10 to -10)

**TOTAL POINTS** - 33.379

**Comments and recommendations:** *Not a favorite species. Doesn't quite seem poor enough to recommend removal. Feel the provided reason for removal is baloney. They simply want to remove the tree for street view purpose of the new house.*

*I think they are trying to persuade us w/ sidewalk & room for negotiating tree argument. I had said I would not recommend for removal but will not lose sleep if it goes. Does the tree get replaced if removed? what about sidewalk replacement with new house construction? See back*

about trees on 11th?



What is the city ordinance for set back from property lines?

The roof line of the garage is about 1ft 4 1/2 inches from the fence.

The wall of the garage is about 3' 7" from the fence.

Does this meet city code?

Will it pass final inspection?

Please notify building code enforcement people.

I think they may need to remove & rebuild their garage.

Bruce Martinek

9-20-11

October 10, 2011

MICHAEL G. SCHMIDT  
Admitted In: Idaho and Washington  
mschmidt@lukins.com

City Clerk  
Coeur d'Alene City Hall,  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83816

Karen Haskew  
Urban Forester Coordinator  
City of Coeur d'Alene  
Coeur d'Alene City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83816-3964

Re:    *Denial of Request for Tree Removal at 1042 E. Young Ave.*  
      *Your File #11-179*

Dear City Clerk and Karen Haskew:

This letter serves as the notice of appeal of the enclosed denial of request for removal of a tree pursuant to City Ordinance No. 12.36.245(B). I hereby request a hearing before the City Council.

Very truly yours,



MICHAEL G. SCHMIDT

MGS:kb

Enclosure

cc:    Magen Schmidt



**CITY OF COEUR D'ALENE**  
**PARKS DEPARTMENT**

City Hall, 710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83816-3964  
208-769-2266 - Fax 208-769-2363

October 5, 2011

Mr. & Mrs. Michael Schmidt  
913 E. Garden Avenue  
Coeur d'Alene, ID 83814

Dear Mr. & Mrs. Schmidt:

I am writing in regard to your request to remove a horsechestnut tree from the Young Avenue right-of-way abutting your property at 1042 E. Young Avenue. Members of the city's Urban Forestry Committee have inspected the trees and considered your removal request.

The city's tree inspection form prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site and nuisance factors. Ability to mitigate these concerns is considered in the values given. Trees can also be assigned positive points for things such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. A score of -40 is needed for approval of tree removal.

The horsechestnut tree, the middle tree of three, is in good health and fair to good condition. There is some minor rot in a fork of the tree and it has been pruned poorly in the past. In addition, roots have been cut for the installation of an irrigation line. The tree has 90 - 95% live crown. There are a few dead branches that should be pruned from the tree. The average score for the tree was -14.

Your request to remove the horsechestnut tree has therefore been denied. You have the right to a hearing before City Council to appeal the denial of a removal/replacement permit. If you would like a hearing, please send a written request within ten days of receipt of this letter. The City Clerk will then put your appeal on the first available City Council hearing date. The appeals procedure is outlined in ordinance section 12.36.245B (enclosed). Denial of the permit now does not preclude re-applying again in the future.

If you have any additional questions regarding the inspection findings, tree pruning, or the appeal procedure, please feel free to contact me at 769-2266.

Thank you for your interest and concern for the city's street trees.

Sincerely,

Karen Haskew  
Urban Forester

Enclosures  
File #11-179

October 12, 2011

MICHAEL G. SCHMIDT  
Admitted In: Idaho and Washington  
mschmidt@lukins.com

City Clerk  
Coeur d'Alene City Hall,  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83816

City Council and Mayor Bloem  
Coeur d'Alene City Hall,  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83816

Re: *Appeal of Tree Removal denial at 1042 E. Young Ave.*  
*City File #11-179*

Dear Mayor Bloem and City Council members:

In September of this year, Magen and Michael Schmidt requested a permit to remove one of three horse chestnut trees from the city right of way between the sidewalk and street of their home on 1042 E. Young Ave. The reasons for the request are that there are three very large trees in a very small area, and the middle tree (the largest) is overcrowding the trees to the side and causing uplift and damage to the sidewalk. It has nearly outgrown the small area between the street and sidewalk, and it has become a "problem-sized" tree. Additionally, it is split down the middle, and not in good health. Further, the density of the trees along the front is such that very little sunlight makes it through to allow for any meaningful lawn or undergrowth.

While there are a number of reasons for requesting the tree removal, the main points are outlined below.

**1. TREES DO NOT MEET CODE SPACING REQUIREMENTS:** Under City Ordinance 12.36.405, the spacing of "large" trees (generally those that grow over 50' in height and over 40' in width) requires that they be placed at least 40' apart. The Ordinance requires that "medium" trees (generally those that are 25' to 50' in height, and 20' to 40' in width) be placed at least thirty feet apart. Large trees are not recommended for behind-the-curb placement because of the problems they cause when they outgrow the small area.

Horse chestnuts grow up to 36 meters (118 feet) tall,<sup>1</sup> with trunks that grow to over 3 feet thick.<sup>2</sup> The subject tree is approximately sixty feet tall, and growing. The trunk has approximately six to twelve inches to grow before it will be flush with the sidewalk and curb. The roots and trunk

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<sup>1</sup> [http://en.wikipedia.org/wiki/Common\\_horse\\_chestnut](http://en.wikipedia.org/wiki/Common_horse_chestnut)

<sup>2</sup> [http://www.ashridgetrees.co.uk/Horse\\_Chestnut\\_Trees\\_Aesculus\\_Standards](http://www.ashridgetrees.co.uk/Horse_Chestnut_Trees_Aesculus_Standards)

had already started buckling the sidewalk. In other words, if it has not already outgrown the curb area, it will do so within the next few years.

The subject tree is located twenty feet from the tree to the west, and approximately thirty feet from the tree to the south. The spacing of these horse chestnut trees is closer than that allowed under current ordinance for a medium tree, and *far less* than the minimum spacing of forty feet for large trees. Because the tree is not listed as a preferred species by the City, it has not been defined as a large or medium tree. Based on the measurements of large and medium trees, it would likely be classified as a "large" tree. Grown fully, its canopy should be 50 feet or wider. Three trees of this size should be planted *every fifty feet*, and not *within a 50 foot area* as they were all those years ago.

**2. HORSE CHESTNUTS ARE NOT "PREFERRED SPECIES":** The City maintains a list of "approved" trees for planting along the public right of way. The horse chestnut, which is perhaps best known for its four-inch, spike-covered "conkers," is not listed as an approved species for planting in the city. The nuts of these species are mildly poisonous (unlike true chestnuts).<sup>3</sup> Some authorities recommend that horse chestnut trees not be planted closer than 30 meters from buildings due to the fact that they are big trees with powerful roots, that can grow as wide as they will grow tall.<sup>4</sup>

When the Schmidts purchased a dilapidated foreclosure home on the corner of 11<sup>th</sup> and Young last fall, they became the dubiously "proud" owners of not one, but THREE horse chestnut trees. These trees were clearly planted way too close together. The trees promise to continue to deliver hundreds of large, spike-covered missiles that will fall from October to December onto their lawn, the sidewalk, the street, and cars that are parked or passing in the street. These "conkers" might also fall on public users of the city sidewalk, as well as guests of the Schmidts.

The Schmidts are happy to house two trees of this variety, but three over fifty feet is too many, especially given the existing problems created by the largest tree, which only promise to get worse over time.

**3. PROPOSAL TO REPLACE WITH MULTIPLE APPROVED SPECIES:** While there are 3 very large trees planted within 50 feet of one another on the North end of the Schmidt's lot (facing Young), there are **no trees whatsoever along the 110 feet of their lot that faces 11<sup>th</sup> Street**. This area along 11<sup>th</sup> Street is ripe for planting of trees, and if the Schmidts can get approval to remove the offending tree, they will agree to plant three "preferred" trees in this area. The Schmidts will also hire an approved tree servicer to trim the remaining two horse chestnut trees. Finally, the Schmidts plan on planting additional smaller trees on their property closer to the house (dogwood and Japanese maples, most probably).

---

<sup>3</sup> [http://en.wikipedia.org/wiki/Common\\_horse\\_chestnut](http://en.wikipedia.org/wiki/Common_horse_chestnut)

<sup>4</sup> <http://www.gardenlaw.co.uk/trees.html>

Therefore, the goals of the City's urban forestry agenda will be furthered by allowing the subject tree to be removed.

4. **TREE INSPECTION ASSESSMENTS:** Urban forestry chairman Anneke Connaway and BLM Foreseter Bruce Martinek commented in their joint review of the Schmidts' request that the horse chestnut is "not a favorite species," and jointly scored the tree as -33.379 (a score of -40 is the threshold for recommended removal). It was also noted by this joint review that "I would not recommend for removal but will not lose sleep if it goes." They next questioned "Does the tree get replaced if removed?"

The Schmidts came up only 6.621 points short of being recommended for removal in Ms. Connaway and Mr. Martinek's subjective assessment (other reviewers apparently missed the split in the tree running nearly to the ground, which cannot be seen as well from the street side)

The Schmidts are hopeful that they can bridge the 6.621 point gap and persuade the Council to allow removal by answering "yes" to their follow-up question as to whether or not the tree can be replaced. It can and will be replaced by three trees along 11<sup>th</sup> street. As an added bonus, the two remaining horse chestnut trees will be pruned into tip-top shape when the center tree is removed.

The purpose of allowing for City Council review of urban forestry decisions is to ensure that fair compromises and good governance control. The City Council gets to weigh the criteria applicable to managing an urban forest against the criteria of making reasoned decisions and reasonable accommodations aimed at improving the City of Coeur d'Alene. The Schmidts will do their part for the future urban forest growth by planting new "approved species" trees along the 11<sup>th</sup> street side of their home.

5. **ATTACHMENTS:** Attached is an overhead view of the Schmidt's lot (the house shown in the picture has been replaced and attached to the existing garage). Note the absence of trees on the 11<sup>th</sup> Street side.

Also attached is a view of the split in the tree seen from the sidewalk side of the tree. It begins very low on the tree, not at ten feet high as indicated by the reviewers who scored the tree very favorably.

Also "attached" are a few of the lovely horse chestnut conkers. In the Schmidts' many city walks, they have learned to give these trees a wide berth during the fall. The fruits are messy, poisonous, and pose a danger to bikes, strollers, and passersby. We can be thankful that Isaac Newton was fortunate enough to be resting under an apple tree -- and not a horse chestnut tree -- when he had his eureka moment.

October 12, 2011

Page 4

The Schmidts have owned and spent significant time and money improving two downtown homes in recent years (913 E. Garden and 1010 E. Foster Ave.). Their new home at 1042 E. Young Avenue will be their third. They would like to continue their investments in the City, and hope that the addition of their new home and three new trees to the Sanders Beach area will continue to improve the community. The Schmidt's proposal promotes the urban forestry goals of the City, and improves the aesthetic qualities of the City of Coeur d'Alene.

The Schmidts therefore respectfully request that the City approve the removal of the subject tree.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael G. Schmidt", written in a cursive style.

MICHAEL G. SCHMIDT

MGS:kb

Enclosures

cc: Magen Schmidt

1037

1045

421

420

165KATSURA TREE 164KATSURA TREE

165HORSECHESTNUT

756RED MAPLE

757GRAND FIR 758GRAND FIR

*Subject Tree*

YOUNG

← 60' →

1570HORSECHESTNUT

1571HORSECHESTNUT

1572HORSECHESTNUT

11TH

60'

1040

1042

504

510

*Schmidt Property*

ALLEY

1033

1035

515

155NORWAY MAPLE





766-65

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

October 10, 2010  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Ron Edinger, *acting* Chairman  
John Bruning

**CITIZENS PRESENT**

Danielle Howell  
Jarrod Womack  
Daren Lewis  
Sarah Weeks  
Kenneth Ashby  
8 additional citizens not testifying

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairman

**STAFF PRESENT**

Mike Gridley, City Attorney  
Susan Weathers, City Clerk  
Warren Wilson, Chief Civil Deputy City Attorney  
Troy Tymesen, Finance Director  
Wendy Gabriel, City Administrator  
Jon Ingalls, Deputy City Administrator  
Juanita Knight, Senior Legal Assistant

**Item 1. CDA TV Policy – Retention of Video Recordings of Other Public Agencies.  
(Consent Resolution No. 11-036)**

Susan Weathers, on behalf of the CDA TV Committee, is asking Council to consider adopting a policy that would clarify and define the City's responsibility for other public entities taped video recordings as well as the privilege of copyright. Ms. Weathers explained that over the past few years, Channel 19 has been expanding the broadcasting of various public entities public meetings. The process is that most of the public entities have their meetings taped and send the tapes to the City to be aired on Channel 19. Once the meetings have been aired, the tapes are returned to the agencies from whence they came for maintaining as part of their public records. This process and the tapes have presented an issue concerning the laws of public records, ownership and retention of such records and copyright privileges. In order to clarify and define who are the owners of these tapes, and the privilege of copyright, a Policy has been developed by our Legal Department as to the City's responsibility for keeping, copying, or maintaining the tapes.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution No. 11-036 adopting a Policy for 'Retention of Video Recordings of Other Public Agencies Public Meetings.'**

**Item 2. Housing of Parolees / Neighborhood Concerns.**

Mike Gridley presented a verbal report regarding the house at 306 S. 17<sup>th</sup> Street where felony probationers and parolees coming out of prison are staying. The Department of Corrections is paying for the first months' rent for these individuals. The house is in a residential zone with two people and an in-house manager living there. The use as it currently stands is legal. It likely complies with all city building codes. It is the Legal Department's opinion that it is situated and operating legally. The neighboring residents have questioned whether it is actually running as a business. The Legal Department does not see it as any different than any other rental property. Mr. Gridley went on to explain how individuals come to stay at this type of residence and added that a very small percentage of those being released end up in this type of housing. The goal of the IDOC is to get the individuals on their feet as productive members of the community as quickly as possible. Mr. Gridley added that the Legal Department was asked to look into the concerns of the neighbors and come up with some things that can be done about it.

- The City of Nampa created a code that transitional housing, consisting of two or more persons living in a house, can only be done with a conditional use permit and must be in a multi-family residential setting.

Mr. Gridley noted that Nampa has taken a very restrictive approach, one that has not been legally challenged. However the Nampa City Attorney expressed some reservation as to the legality of it. As any of these uses could be called into scrutiny by the Fair Housing Act and/or Americans with Disabilities Act. That happens when there are residents with alcohol or drug abuse problems, which is considered a disability. Therefore, they can come to the City and ask for reasonable accommodation to the rules. The City would have to hear their request, and if reasonable, the City would be required to vary from the regulations to accommodate those with a disability.

- Another thing they are working on is a Memorandum of Understanding with the IDOC. Staff is still working on the content of the MOU but some requirements may be that IDOC would be required to notify neighboring residents when a house is added to their list. A landlord wanting to have a house on the list would have to comply with certain rules aimed at the health and safety of the people living in the home. Other provisions would be the houses must be run by rules. The home owner would need to register the house with the city so neighbors would have someone to contact if there are problems at the house. The house would need to be kept up to neighborhood standards and appropriate behavior around the house. Standards are needed so the homes are not an eyesore or a danger to surrounding neighbors.

Councilman Edinger asked what experience the House Manager has with working with the parolees.

**Kenneth Ashby**, House Manager at 306 S. 17<sup>th</sup> Street, said he is an Aeronautical Engineer but was hurt 8 years ago. He has since lost everything and become homeless. What he wants to do is help others. His experience at this is on a learning curve as he does this. He is not a convict, but someone who wants to help others in need.

Mr. Gridley added that having a house manager is not a requirement with only 2 people living there. The requirement is not until you have a larger number of people.

**Danielle Howell**, 17<sup>th</sup> Street, is very familiar with the FHA and ADA as she is fostering 2 children with developmental disabilities for the State of Idaho. If she were to have more than 2 children in her home, she would be required by the City of Coeur d'Alene to pull a special use permit as it would be considered a group home. Therefore, she doesn't understand why the use of the house at 306 S. 17<sup>th</sup> wouldn't be required to have a special use permit. Nor does she believe the home, as it currently stands, would be protected by ADA. To ensure the safety and the rights of the neighborhood, Ms. Howell would like to see the city/state place more rules and regulations on these group homes.

Mr. Gridley clarified that the ADA can require accommodation for wheelchairs, bathrooms and handicap parking. However, ADA protected disabilities also includes alcohol and drug addiction which would not necessarily invoke requirements for ramps, parking, etc. What ADA and FHA says is that they can come and ask for a reasonable accommodation to allow these places to exist or this kind of person to be housed. Much like Ms. Howell could come in and ask for a reasonable accommodation to house more than 2 children. The City would review the request and *could* allow an exception to the restrictions.

Mr. Gridley also noted that in the code, the definition of a Criminal Transition Facility or Halfway House is a facility run and/or owned by the state. Whereas the house at 306 S 17<sup>th</sup> Street is owned by a private citizen. An option could be to modify the code to include privately owned facilities.

**Jerry Womack**, 315 S. 17<sup>th</sup> Street, said there are laws in California and Washington that are much more aggressive than Idaho. If we are all under the same federal statues of law, then Idaho should be able to have

more aggressive laws also. As a community we are not saying that we don't want to help these folks back into society. We just want to find a better way to do it. We are concerned with the revolving door, the high recidivism rate, and the lack of rules and regulations. The residents deserve to be protected just as much as the parolees deserve to be protected.

Mike Gridley clarified that Eric Kiehl of DOC said the rate of recidivism is around 33% and believes their program is pretty successful.

**Daren Lewis**, 311 S 17<sup>th</sup> Street, said this was brought to the City's attention not because they are looking to restrict helping these people but because of the way it was done. The IDOC has an industry of these types of homes with no accountability. The concern of the citizens is, without accountability, there is no real reason for IDOC to create certain requirements for these homes. Mr. Womack believes the IDOC and the City has a responsibility to inform the citizens what is going on in their neighborhoods. And they have an obligation and responsibility to have rules and regulations for these facilities. Mr. Womack is disappointed that after 3 months of meeting on these issues, nothing has happened with this.

Councilman Edinger stated that the City wants to do what is right, for everyone. And sometimes that means moving slowly.

Councilman Bruning said he's been at a couple of the neighborhood meetings and understands the citizens' frustrations and agrees that more regulations are needed.

Both Councilmen Edinger and Bruning agree that the neighboring residents within 300 feet (as an example) should be notified when a house will be used as this type of facility as well as who will be residing in the house.

**Sarah Weeks**, 1518 E Haycraft, lives one block from a house at 1501 E. Gilbert that also houses parolees. It was unknown to her that two sex offenders and two parolees live there. Ms. Weeks believes she has a pretty good handle on the issues discussed given she has family that includes a deputy sheriff, a lawyer, a pedophile and a sister with downs syndrome. She understands all the aspects of the issues and the need for them to be reintegrated into the community...however, she wants notification. After finding out about the residents at 1501 E. Gilbert, Ms. Weeks said she visited her neighbors only to find that ¾ of them had no idea who was living there. Ms. Gilbert said "That's not right. Knowledge is power, and we need to empower our children to know what is going on around them."

**Kenneth Ashby** asked to go on record that he agrees with those that have spoken here. He agrees that regulations need to be made.

Mike Gridley said that he recognizes that some of the issues may be addressed by creating more accurate definitions of criminal transitional housing, half way houses, group homes, family, permanent/semi-permanent housing, etc. Mr. Gridley stated that the goal for today was to seek Council's direction in this matter.

Councilman Bruning said he'd like to see, right away, staff work with the IDOC on the MOU, especially with regard to the notification process.

Councilman Edinger would like to see staff draft regulations similar to what the City of Nampa has adopted. He requested staff return to the October 24<sup>th</sup> General Services Committee meeting with an update.

Councilman Edinger asked how much pressure can be placed on IDOC to do things like the notifications. Mike Gridley said the City could be up against federal laws that prohibit discrimination against people with disabilities. However, he believes the IDOC wants to succeed, they want their programs to work and wouldn't want to make enemies in a community. Mr. Gridley added that City doesn't run the IDOC, its run and ruled by

the legislature which is another place of engagement for how people are placed, how it is done, and how the whole process works. However, Mr. Gridley said he believes the City can require the notification process in Coeur d'Alene.

Councilman Edinger asked the City Administrator to make a note to discuss these issues at the next session with the legislature.

**STAFF WAS DIRECTED TO return to the October 24<sup>th</sup> General Services meeting with an update.**

The meeting adjourned at 1:18 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

**October 10, 2011**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Deanna Goodlander  
Council Member Al Hassell

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Terry Pickel, Asst. Water Supt.  
Troy Tymesen, Finance Director

**Item 1      Authorization for Purchase of Property for the Kathleen Well**  
**Consent Calendar**

Terry Pickel, Assistant Water Superintendent, presented a request for council authorization for the mayor to complete a property purchase agreement for vacant property at Atlas and Kathleen if the water quality and quantity are acceptable. Mr. Pickel explained in his staff report that the Water Department staff have been actively searching for a suitable location for a new production well for the past 3 years. Staff recently located a small section of vacant property where the Atlas and Kathleen intersection was realigned. This property offers great access, two 12” mains in close proximity, and a history of good water quantity and quality with neighboring wells. A tentative agreement was negotiated with the owners of the property contingent on the results of a test well. Funding for the purchase of the property will be from Cap Fees and is included in the approved 2011-2012 budget.

Mr. Pickel also noted in his staff report that Idaho Rule IDAPA 58.01.08 specifies that the public water supply will be able to meet peak demands with its largest well out of service. Currently, the city is not able to accomplish this. Staff is seeking a potential well capacity in excess of 3000 gallons per minute to adequately supply water to the high zone. The additional well capacity will bring the city back into compliance with the Idaho Rule and should supply additional long term growth.

Mr. Pickel said that the property is owned by the Roman Catholic Diocese in Boise. A test well has been drilled and they are hoping to test pump possible this week. They did encounter some fine sand during the drill, but felt it was prudent to go ahead and test pump. Even though unacceptable levels of arsenic were found in the Hawks Nest test drill, they have retained the site as a possible irrigation source for future parks in the area.

Councilman Hassell asked if the city still owned the right of way to the site. Mr. Pickel said that the right of way reverted back to the forest service, who will allow the city to retain an easement for a water line that still exists there. The forest service would like the asphalt on the right of way to be removed.

Councilman Goodlander asked about the fine sand that was encountered. Mr. Pickel said that the fine sand requires more special design of the well, possibly a gravel pack, and also on the output end they will have to put in a sand trap. The special design criterias would make the well a little bit more expensive, although there are several wells in the area that do have sand, including the Atlas well which produces up to 6,000 gallons per minute.

Councilman Hassell asked if it was permissible to use the excess portion of the land for things like pipe storage, etc. Mr. Pickel said they are looking at the possibility of splitting it into two separate lots. They are undecided as to what the second lot would be used for, but are considering a fill station for contractors. They have been in contact with engineering about access if they split the lot.

**MOTION by Goodlander, seconded by Hassell, to recommend council approval of Resolution No. 11-036 authorizing the mayor to complete the purchase of the property at the southeast corner of Atlas and Kathleen for a future production well site contingent on acceptable water quality and quantity. Motion carried.**

The meeting adjourned at 4:07 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison



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

FUND	BALANCE 8/31/2011	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2011
<u>General-Designated</u>	\$385,527	\$1,170	\$3,784	\$382,913
<u>General-Undesignated</u>	6,882,203	8,156,541	10,607,966	4,430,778
<u>Special Revenue:</u>				
Library	209,201	9,426	111,155	107,472
CDBG	147,516	47,540	194,920	136
Cemetery	47,530	28,927	59,775	16,682
Parks Capital Improvements	356,694	29,730	22,668	363,756
Impact Fees	2,098,142	85,301	15,436	2,168,007
Annexation Fees	135,935	29		135,964
Insurance	1,322,060	296,645	7,433	1,611,272
Cemetery P/C	1,848,326	6,840	4,770	1,850,396
Jewett House	12,752	3	3,313	9,442
KCATT	-			-
Reforestation	8,515	2,310	7,623	3,202
Street Trees	179,818	2,738	12,403	170,153
Community Canopy	409		40	369
CdA Arts Commission	991		390	601
Public Art Fund	93,703	5,913		99,616
Public Art Fund - LCDC	360,935	167,674	300	528,309
Public Art Fund - Maintenance	132,927	1,973	228	134,672
KMPO - Kootenai Metro Planning Org	(9,359)	9,359		-
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	373,372	4,013	400	376,985
LID Guarantee	49,750	25,710		75,460
LID 124 Northshire/Queen Anne/Indian Meadows	1,494	3,438	4,932	-
LID 127 Fairway / Howard Francis	8,544		8,544	-
LID 129 Septic Tank Abatement	12,209		12,209	-
LID 130 Lakeside / Ramsey / Industrial Park	3,004			3,004
LID 146 Northwest Boulevard	46,029			46,029
<u>Capital Projects:</u>				
Street Projects	267,877	182,936	427,421	23,392
<u>Enterprise:</u>				
Street Lights	(10,295)	75,047	62,132	2,620
Water	592,331	603,653	582,614	613,370
Water Capitalization Fees	1,415,740	48,691	10,545	1,453,886
Wastewater	4,550,081	5,094,659	1,463,303	8,181,437
Wastewater-Reserved	1,313,796	27,500		1,341,296
WWTP Capitalization Fees	867,554	157,494		1,025,048
WW Property Mgmt	60,668			60,668
Sanitation	(155,380)	456,267	300,243	644
Public Parking	692,044	15,310	63,071	644,283
Stormwater Mgmt	568,310	109,918	311,630	366,598
Wastewater Debt Service	43			43
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	209,535	182,218	391,753	-
LID Advance Payments	88	110		198
Police Retirement	1,416,862	104,965	101,846	1,419,981
Sales Tax	1,560	1,583	3,133	10
BID	188,725	6,326	21,000	174,051
Homeless Trust Fund	415	392	807	-
<b>GRAND TOTAL</b>	<b>\$26,688,181</b>	<b>\$15,952,349</b>	<b>\$14,817,787</b>	<b>\$27,822,743</b>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
30-Sep-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2011	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$198,652	\$193,542	97%
	Services/Supplies	11,050	8,217	74%
Administration	Personnel Services	501,014	490,982	98%
	Services/Supplies	5,400	5,683	105%
Finance	Personnel Services	589,909	584,384	99%
	Services/Supplies	95,640	81,731	85%
Municipal Services	Personnel Services	839,218	838,140	100%
	Services/Supplies	436,531	408,462	94%
	Capital Outlay	14,000	13,979	100%
Human Resources	Personnel Services	208,728	207,651	99%
	Services/Supplies	32,000	22,730	71%
Legal	Personnel Services	1,283,585	1,267,396	99%
	Services/Supplies	92,227	75,039	81%
	Capital Outlay			
Planning	Personnel Services	471,884	461,452	98%
	Services/Supplies	25,900	9,176	35%
Building Maintenance	Personnel Services	293,307	302,977	103%
	Services/Supplies	154,309	139,784	91%
	Capital Outlay	702,573	748,396	107%
Police	Personnel Services	8,498,166	8,323,647	98%
	Services/Supplies	753,086	662,543	88%
	Capital Outlay	227,577	299,259	131%
Fire	Personnel Services	6,793,744	6,724,971	99%
	Services/Supplies	397,802	334,648	84%
	Capital Outlay	300,000	299,608	100%
General Government	Services/Supplies	477,242	467,320	98%
	Capital Outlay	451,500	501,429	111%
Byrne Grant (Federal)	Personnel Services	159,999	134,915	84%
	Services/Supplies	338,277	182,354	54%
COPS Grant	Personnel Services	219,250	190,182	87%
CdA Drug Task Force	Services/Supplies	48,700	29,949	61%
	Capital Outlay		13,074	
Streets	Personnel Services	1,676,753	1,647,516	98%
	Services/Supplies	528,201	523,200	99%
ADA Sidewalk Abatement	Personnel Services	186,617	128,838	69%
	Services/Supplies	53,300	66,429	125%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 30-Sep-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2011	PERCENT EXPENDED
Engineering Services	Personnel Services	433,372	433,856	100%
	Services/Supplies	1,086,351	624,915	58%
	Capital Outlay		24,967	
Parks	Personnel Services	1,260,963	1,151,892	91%
	Services/Supplies	421,010	392,545	93%
Recreation	Personnel Services	625,661	540,752	86%
	Services/Supplies	136,251	118,118	87%
Building Inspection	Personnel Services	740,176	714,731	97%
	Services/Supplies	24,350	18,031	74%
Total General Fund		<u>31,794,275</u>	<u>30,409,410</u>	<u>96%</u>
Library	Personnel Services	987,120	945,106	96%
	Services/Supplies	163,900	162,495	99%
	Capital Outlay	80,000	75,160	94%
CDBG	Services/Supplies	336,746	178,490	53%
Cemetery	Personnel Services	187,258	141,973	76%
	Services/Supplies	84,050	88,687	106%
	Capital Outlay			
Impact Fees	Services/Supplies	583,000	204,265	35%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	386,800	190,356	49%
Insurance	Services/Supplies	653,077	587,792	90%
Cemetery Perpetual Care	Services/Supplies	98,500	89,053	90%
Jewett House	Services/Supplies	17,050	15,063	88%
Reforestation	Services/Supplies	45,500	50,627	111%
Street Trees	Services/Supplies	57,000	57,860	102%
Community Canopy	Services/Supplies	1,200	1,394	116%
CdA Arts Commission	Services/Supplies	6,450	6,421	100%
Public Art Fund	Services/Supplies	80,300	40,016	50%
KMPO	Services/Supplies	650,000	398,333	61%
Total Special Revenue		<u>4,417,951</u>	<u>3,233,091</u>	<u>73%</u>
Debt Service Fund		<u>1,668,878</u>	<u>1,627,905</u>	<u>98%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
30-Sep-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2011	PERCENT EXPENDED
Kathleen & Howard signal	Capital Outlay		91	
Govt Way - Dalton to Hanley	Capital Outlay	4,100,000	1,596,358	39%
Govt Way - Hanley to Prairie	Capital Outlay	2,950,000	10,000	
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay	152,500	153,953	
15th Street - Lunceford to Dalton	Capital Outlay	528,000	226,544	43%
15th St & Harrison signal	Capital Outlay	19,000	18,346	
Intersection of Hanley & US95	Capital Outlay	3,000	2,688	
Total Capital Projects Funds		<u>7,752,500</u>	<u>2,007,980</u>	<u>26%</u>
Street Lights	Services/Supplies	641,321	573,037	89%
Water	Personnel Services	1,454,865	1,472,406	101%
	Services/Supplies	3,736,407	1,498,553	40%
	Capital Outlay	1,778,500	1,113,394	63%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,162,045	2,107,899	97%
	Services/Supplies	5,388,738	1,968,047	37%
	Capital Outlay	10,075,500	9,574,596	95%
	Debt Service	1,489,110	1,488,145	100%
WW Capitalization	Services/Supplies	752,580		
Sanitation	Services/Supplies	3,118,772	3,155,489	101%
Public Parking	Services/Supplies	226,457	161,098	71%
	Capital Outlay	35,000	28,147	
Stormwater Mgmt	Personnel Services	417,723	422,159	101%
	Services/Supplies	650,737	412,080	63%
	Capital Outlay	505,000	384,054	76%
Total Enterprise Funds		<u>33,282,755</u>	<u>24,359,104</u>	<u>73%</u>
Kootenai County Solid Waste		2,200,000	2,140,612	97%
Police Retirement		213,500	198,992	93%
Business Improvement District		142,000	111,200	78%
Homeless Trust Fund		6,500	5,407	83%
Total Fiduciary Funds		<u>2,562,000</u>	<u>2,456,211</u>	<u>96%</u>
TOTALS:		<u><u>\$81,478,359</u></u>	<u><u>\$64,093,701</u></u>	<u><u>79%</u></u>