

Coeur d'Alene

CITY COUNCIL MEETING

December 3, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
NOVEMBER 19, 2013**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library Community Room, November 19, 2013, at 6:00 p.m., there being present upon roll call the following members:

Mayor Bloem

Steve Adams)	Members of Council Present
Loren Ron Edinger)	
Deanna Goodlander)	
Woody McEvers)	
Dan Gookin)	
Mike Kennedy)	

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

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

MOTION: Motion by Councilman Kennedy, seconded by Goodlander to amend the agenda to include the executive session subcategory (a) to the agenda to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general to the agenda.

Motion Carried.

2013-2014 SNOW PLAN PRESENTATION: Street Superintendent Tim Martin presented the annual Snow Plan. He stated that the crew will be aggressive to avoid ice floors and continue hitting commercial areas, bus routes, and hills as priority areas. His estimated completion time for a storm occurrence is 38 hours. He clarified that they will not be plowing alleys. He asked that residents keep vehicles from the street during snow storms to aid in the removal process. He also stated that they are ready for large snow events or any other scenarios. The plan will be posted to the city's web site for those who would like to review it. He encouraged citizens to assist neighbors who need help. Additionally, Mr. Martin provided a brief overview of the Street Department inner workings. Councilman Goodlander thanked Mr. Martin for his continual improvement and his crew's hard work.

MOTION: Motion by Goodlander, seconded by Edinger to move the Snow Plan item forward on the agenda. **Motion Carried.**

APPROVAL OF THE 2013-2014 SNOW PLAN

MOTION: Motion by Goodlander, seconded by Gookin to approve the 2013-2014 Snow Plan.

DISCUSSION: Councilman Gookin stated that the city-wide snow removal time moved from 50 to 38 hours over the years, and wondered what it would take to make that even less time. Mr. Martin stated that he believes it would take more operators; however, citizens are currently satisfied with the response time and there is a balance of cost versus concerns.

Motion carried.

PUBLIC COMMENTS:

Roy Wargie, Coeur d'Alene, stated that he is concerned about bicycles not obeying the traffic laws. He suggested the City Council implement bicycle licensing and require lights for those that ride at night. Councilman McEvers asked if Mr. Wargie has attended the bicycle committee. Mr. Wargie stated that he would try to attend the next meeting. Councilman Adams stated that the Pedestrian Bicycle Committee has worked to educate the community for years.

David Barger, Coeur d'Alene, expressed concerns regarding Agenda 21 and all employees upholding the constitution. He provided the Council with a summary of his concerns and asked that the City reverse any movement toward Agenda 21.

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

1. Approval of Council Minutes for November 5, 2013.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for November 25, 2013 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Cemetery Lot repurchase from Tim Jones, Lot 76, Block V, Section RIV, Forest Cemetery.
5. Setting of a Public Hearing for December 17, 2013 for various fee increases.
6. Setting of a Public Hearing for December 17, 2013 for approval of the 2012 International Building Code with amendments, the 2012 International Existing Building Code, the 2009 Idaho State Plumbing Code, and the 2012 International Fire Code (IFC).
7. Setting of a Public Hearing for December 17, 2013 for O-2-13, Reduction of single family special use threshold.
8. **RESOLUTION NO. 13-055:** 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 APPROVAL & ACCEPTANCE OF COEUR D'ALENE PLACE COMMERCIAL IMPROVEMENTS, AND MAINTENANCE / WARRANTY AGREEMENT; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH J.U.B. ENGINEERS, INC. FOR THE 2013/2014 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS; APPROVAL OF AN ACQUISITION / LEASE AGREEMENT WITH ROWAND MACHINERY (JOHN DEERE) FOR TWO

NEW FRONT END LOADERS; AND APPROVING THE SURPLUS OF A 1992 CHEVROLET PICKUP, COATES TIRE MACHINE, AND OBSOLETE TIRES FROM THE STREET DEPARTMENT.

ROLL CALL: Edinger, Yes; Adams, Yes; McEvers, Yes; Goodlander, Yes; Gookin, Yes; Kennedy, Yes. **Motion carried.**

COUNCIL ANNOUNCEMENTS:

Councilman Goodlander stated that there are two public art projects that have maquettes on display at the library. One project is for McEuen Park near the middle of Tubbs Hill in the park (not at an entrance of the hill), and the other that will be located near the old log yard near the wastewater treatment plan. Public comments are being sought at this time and will be used in the determination of the final chosen piece.

Councilman McEvers stated that Front Street is open from 6th to 7th Street and provides a good perspective of McEuen Park. Holidays are coming and he recommended adoption of a pet for the season if one is already considering a new pet.

Councilman Kennedy stated that Specialized Needs Recreation was awarded the Governor's Brightest Star Award in the organization category. He read the press release outlining the organization and why it was awarded this great achievement and expressed congratulations to their organization.

Councilman Gookin stated that he reviewed the financial status report included in the packet, which reflects one month into the fiscal year and found one item that was already at 100% entitled General Government. He contacted the Finance Director and found that this is a money transfer account and only for accounting purposes.

Councilman Adams stated that Mayor Elect Widmyer contacted him and they will be meeting next week. He asked that citizens feel free to contact him with their suggestions for him to discuss with Mr. Widmyer.

ADMINISTRATOR'S REPORT: Ms. Gabriel stated that the city team donated to the Kroc Center's "Families Feeding Families" event, which is a program that collects non-perishable food for families to have a holiday meal with the food bank providing the turkey. The City's donation will feed up to 96 people. The Atlas Well was tested last Friday and results were good. Water quality tests will be conducted next. The City's annual leaf pick-up program is in progress. City street crew are working their way north. Please do not put leaves in the street after the crews have completed your area, as leaves will be picked up only once. Expected completion will be before December 1st. If you have questions or need additional information, please check the website, streets.cdaid.org or call the Street Maintenance information line at 769-2233. With the extreme cold weather, St. Vincent de Paul's Warming Center will be open tonight, November 19th through Friday, November 22nd. Future nights will be extended as extreme cold persists. As the sub-25 degree temperatures continue, St. Vincent's shelter will always be open from 7:00 p.m. to 7:00 a.m. The Post Falls Shelter located at 202 W. 7th Street, behind the Post Falls St.

Vincent de Paul Thrift store, is able to shelter 65 individuals and will have available sleeping bags, blankets, gloves, stocking caps, coats, a full bathroom, warm food, and drinks. The St. Vincent de Paul "Soup Off" will be held Thursday, November 21 at the Kootenai County Fairgrounds with celebrity servers, including some city staff. Just a reminder that City Offices will be closed on Thursday and Friday, November 28th and 29th, in celebration of the Thanksgiving Holiday. City offices will reopen on Monday, December 2, 2013. Garbage pickup will be delayed by one day. Crews are working to open some of the lower parking lot off of Front Avenue by November 27th, in time for the lighting parade and the holiday season.

APPROVAL OF THE PURCHASE OF A NEW 2014/2015 FREIGHTLINER TANK TRUCK FROM FREEDOM TRUCK CENTERS, INC. FOR THE WASTEWATER DEPARTMENT.

Mike Becker, Wastewater Utility Project Manager, stated that this item was on a tight timeline, as the 2014 trucks need to be ordered now, otherwise they would need to wait until the 2015 trucks are available. A delay would cause a high cost and a delay in receipt of the vehicle. Council approved the request for bids and surplus the old tanker truck as a trade in. One bid was received and staff recommends acceptance of the bid and allow staff to move forward with the purchase. This item was under the budgeted amount (which was \$120,000) by coming in at \$102,000.

MOTION: Motion by Goodlander, seconded by Gookin to approve the purchase of a new 2014/2015 Freightliner Tank Truck from Freedom Truck Centers, Inc. for the Wastewater Department. **Motion Carried.**

FRONT AVENUE PROJECT – 2ND TO 3RD STREET UPDATE

City Engineer Gordon Dobler stated that the Front Avenue design from 2nd to 3rd has been discussed several times. New information is being brought forward to include a donation from the Hagadone Corporation to enhance the improvements to the Centennial Trail through that corridor. He has met with the Centennial Trail Committee and they are in favor of the design. With the large donation there will be a ripple effect to the budget. He stated that he will bring back a budget amendment and move forward with a bid for construction in the spring.

Councilman Goodlander clarified that this is property from the resort through to 3rd Street along Front Avenue and requested Mr. Dobler show a drawing of the area/proposal. Councilman Gookin asked Mr. Gridley about the possibility of the PUD amendment coming before the Council. Mr. Gridley stated that Council should avoid questions pertaining to the PUD area as outlined in the green area on the drawing, as they would hear any appeals of the PUD amendment. Councilman Gookin asked if this design would come back to Council for approval. Mr. Dobler stated that this is conceptual, but the award of the contract would come before the Council after bids are received. Councilman Goodlander clarified the Resort's request to amend their PUD would go to the Planning Commission and, if it is not approved, they can appeal to the City Council. Mr. Gridley reiterated that anyone could appeal it to the City Council, not just the applicant. Councilman Goodlander stated that she is concerned that there will be conflict with the plaza area and Centennial Trail traffic, as it does not seem to have a connector. Mr. Dobler clarified that the Centennial Trail Committee was accepting of the design and clarified that there are ballards that will be removable on either end for delivery traffic (a 14' area), but permanent

ballards will be installed in the center. Councilman Gookin stated that people are currently using a circular parking area south of the clock tower and it seems to be removed in the drawing and wondered about policies regarding removal of public parking. Councilman Goodlander stated that there will be parking stalls removed on the south side of Sherman Avenue between 2nd and 3rd Streets to accommodate a right turn lane. Mr. Gridley stated that some of the property is outside of the PUD. Councilman Edinger asked how many parking stalls would be removed between 2nd and 3rd Streets. Mr. Dobler stated approximately 4 or 5 stalls would be removed. Councilman Gookin expressed concern that the City requires a certain amount of parking stalls be provided with new construction without an option to remove those stalls; however, it appears the City is doing that with this project. Mayor Bloem stated the loss of the parking spaces was previously discussed and reviewed as opening to the park and there are additional stalls in the structure and along Front Avenue. Councilman Gookin stated that the parking lot south of the clock tower is convenient and would be a loss. Mayor Bloem reminded Mr. Gookin that it is within the PUD. Mr. Gridley clarified that there is an amendment to the PUD that will go to the Planning Commission, not the design between 2nd and 3rd. Mr. Dobler clarified that this is the first time that the City has had a design for this area, as the donation from the Hagadone Corporation allows for design enhancements including landscaping maintenance. Councilman Goodlander asked if this will remain public right-of-way with the City maintaining it and providing the plowing. Mr. Dobler stated that level of detail has not been worked out yet and should be a part of conversations going forward.

PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBSTANTIAL AMENDMENT FOR PLAN YEAR 2013.

Grant Administrator Sherri Wastweet provided a brief presentation of the amendments to the 2013 Action Plan for CDBG funding. Amendments included an increase in initial funding from \$243,000 to \$297,298; an increase in the Public Services/Community Grants budget line-item from \$22,567.00 to \$66,111.64 with specific awards to St. Vincent de Paul for rehabilitation to their Community Kitchen in the amount of \$36,000 and \$30,111.64 awarded to Trinity Group Homes for rehabilitation work to various low-moderate income (LMI) apartments owned and operated by Trinity; and an increase to the Emergency Minor Home Repair Program budget line item from \$40,000 to \$50,753.36. Ms. Wastweet stated that pursuant to HUD requirements the City published the notice of public comment period and public hearing on October 14, 2013. The public comment period was open from October 14, 2013 through November 15, 2013 and no public comments were received.

PUBLIC COMMENTS: Mayor Bloem called for public comments.

Troy Tymesen, Dalton Gardens, stated that this program is a great program and he knows the community members are also thankful for the program. He stated that this is a program that flies under the radar but is extremely helpful. He thanked the City Council for their stewardship of these community funds. Panhandle Area Council (PAC) is a great partner in getting projects done and managing the grant.

Mayor Bloem closed public comment.

DISCUSSION: Councilman McEvers asked about the sewer line EMRAP and who dug the trench shown in the pictures presented. Ms. Wastweet clarified that the homeowner had to uncover the line to determine the problem prior to his request for funds. Councilman Kennedy noted that Mr. Runkle from Trinity Homes was in the audience waving thank you. He also noted that Mr. Cook, the Executive Director of PAC, was in the audience and thanked the organization for its partnership. He specifically thanked Ms. Wastweet for her hard work and will support this item. Councilman Goodlander stated that she believes that PAC has been a good partner and her service on their board has been great. Councilman Edinger stated that it is good to have Greg Cook as the new Executive Director and back in our community.

MOTION: Motion by Kennedy, seconded by Edinger to approve the Plan Year 2013 Community Development Block Grant Substantial Amendment. **Motion carried.**

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need, §(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; §(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye. **Motion carried.**

The City Council entered into Executive Session at 7:55 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, Deputy City Administrator, and the Finance Director. Matters discussed were related to labor negotiations, hiring, and pending litigation. Council returned to regular session at 8:34 p.m.

MOTION: Motion by Kennedy, seconded by Edinger to approve the Separation Agreement with Sid Fredrickson. **Motion Carried.**

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

The meeting adjourned at 8:35 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 13-056

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 AN AGREEMENT WITH LEGENDS PHOTOGRAPHY FOR YOUTH SPORTS AND AN AGREEMENT WITH HANDSHAKE PRODUCTIONS FOR A SUMMER CONCERT SERIES,

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

- A. An Agreement with Legends Photography for Youth Sports; AND
- B. An Agreement with Handshake Productions for a Summer Concert Series;

AND;

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

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

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

DATED this 3rd day of December, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES

STAFF REPORT

Date: November 25, 2013
From: Steve Anthony, Recreation Director
SUBJECT: YOUTH SPORTS PHOTOGRAPHY EXTENSION

DECISION POINT:

The Recreation Department is seeking authorization to extend the photography services of Legends Photography until January 1, 2016.

History:

The Recreation Department entered into a contract with Legends Photography to take individual and team pictures for the city's youth recreation programs. Legends has been the official photographer for the city all but 5 of the last 26 years. They are very easy to work with and we are pleased with their customer service.

Financial Analysis:

Legends are requesting a \$1.00 increase the price would be \$9.00 for the basic picture package. The cost since 2008 had been \$8.00. This is the first increase in fees to our participants in 7 years. They will also provide sponsors' plaques to the city at no charge. They will provide free team photos for the coaches and provide each player with a free bag tag. Legends also sponsor teams in each of our programs.

Performance Analysis:

Pictures of children participating in our youth programs have become a tradition. We have been very pleased with Legends Photography. Legends meets all time lines and produces a high quality picture. Legends also provides a College Scholarship to 3 seniors in our community.

Recommendation:

The Recreation Department is requesting that the General Services Committee recommend to the City Council that the Legends Photography contract be extended through January 1, 2016.

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of December, 2013, by and between the **City of Coeur d' Alene**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter called "City," and **Legends Sports Photography**, an Idaho Corporation, hereinafter called the "Photographer,"

WITNESSETH:

THAT, WHEREAS, Photographer, proposes to provide photography services in relation to youth programs and teams sponsored by the City Recreation Department, and

WHEREAS, the City desires to enter into a contract with Photographer; NOW, THEREFORE,

IN CONSIDERATION of such acceptance and payment by the City to the Photographer of one dollar, receipt of which is hereby acknowledged, and other valuable consideration, the Photographer agrees as follows:

SECTION 1: Photographer agrees to take photographs of youth program participants and teams sponsored by the City Recreation Department for all programs conducted between January 1, 2014 and January 1, 2016 for the following sports programs:

Youth Soccer
Youth Baseball/Softball
Youth Flag Football
Youth Basketball
Mini Kickers

It will be the responsibility of the Photographer to have picture packages available to the Recreation Department approximately four weeks prior to the start of each youth program.

SECTION 2: Photographer further agrees it will provide the participants the following photographic package for Nine and NO/100 Dollars (\$9.00):

One (1) 5 x 7 group photo - color
One (1) 3 x 5 individual photo - color
Two (2) 2 x 3 individual photos - color

Photographer further agrees to place the group and individual photos in a memory mate folder.

SECTION 3: Photographer further agrees to provide the following:

1. Free carbon fiber digital sponsor plaque with personalized appreciation message.
2. Youth Star Scholarship Program. A scholarship awarded to a high school senior who has participated in the Recreation Department's program.
3. Photo Delivery within three weeks of photo day.
4. Free Bag Tag for every photo day participant.
5. Photo Bucks (free memory mate coupon) for families that cannot afford pictures.
6. Photographer will sponsor one team in every sport.
7. Free team photograph for coaches.

SECTION 4: The parties further agree that the individuals and teams reserve the right to have photos re-shot if they are not satisfied with the quality of work. The Photographer agrees to have all finished work back to the individuals within three (3) weeks of initial shooting.

SECTION 5: The parties further agree that the Photographer is free to offer any other individual photograph or package to teams; however, the package listed is the only one guaranteed at the price quoted.

SECTION 6: The parties further acknowledge that the City will not prohibit individuals or teams from seeking to obtain individual or team photographs from other sources.

SECTION 7: The parties further agree the photographer may increase picture rates to offset inflation, increased production costs, etc. This increase shall be limited to a maximum of one dollar (\$1.00) per year and is subject to approval by the Coeur d'Alene Recreation Department.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF COEUR D'ALENE

LEGENDS SPORTS PHOTOGRAPHY INC.

By: _____
Sandi Bloem, Mayor

By: _____
Jeff McLaughlin

Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2013, before me, a Notary Public, personally appeared **Sandi Bloem and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2013, before me, a Notary Public, personally appeared **Tom Gallagher of Legends Photography**, and known to me to be the person who executed the foregoing instrument on behalf of Legends Photography.

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

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

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: November 18th, 2013
From: Bill Greenwood, Interim Parks Director
SUBJECT: REVISIONS TO HANDSHAKE PRODUCTIONS AGREEMENT
(General Services - Action Required)

DECISION POINT:

Handshake Productions has requested a revision to the 2014 date schedule in their agreement. Recommendation is to approve the revision to the 2014 date schedule.

HISTORY:

The Summer Concert Series sponsored by Handshake Productions is entering its 19th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents. The first three (3) concerts that are scheduled during the month of June have been moved indoors over the past few years due to inclement weather. The request by Handshake Productions is to move these three (3) concert dates from the beginning of the season to the end of the season.

FINANCIAL ANALYSIS:

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

PERFORMANCE ANALYSIS:

Attached is the revised agreement for Handshake Productions. The specific date changes would be to remove June 1st, 8th and 15th from the concert schedule and add August 31st, September 7th and 14th.

DECISION POINT:

Recommend to General Services the approval of the revised Handshake Productions agreement to reflect the new 2014 date schedule.

AGREEMENT

THIS AGREEMENT, made and dated this 3rd day of December 2013, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Handshake Productions, Inc.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake,"

W I T N E S S E T H:

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Band Shell in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said band shell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2012, 2013, and 2014;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City, agrees to sponsor the 2012, 2013 and 2014 Rotary Lakeside Band Shell Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Each concert for the 2012, 2013 and 2014 summer Concert Series shall be deemed a special/specific event in accordance with Coeur d'Alene Municipal Code section 5.18.040.

2. Limits On City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for band shell/loud speaker permits submitted by Handshake for the purpose of utilization of the band shell for the concert series on the dates set forth herein. However, applications for such permits shall be filed timely with the City and no later than forty (40) days before a particular concert. Handshake

understands and agrees that a band shell permit and fee is necessary for each performance and the fee shall be paid to the City to recover costs the City incurs to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.
 - A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.
 - B. No Charge: The parties further agree that no charge, fee or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.
 - C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series of 2012, 2013 and 2014. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of 5.18.020(C),(D),(E),(F) and (G).

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.
7. Signs: The parties agree to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to the Sign Code (15.24) that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.

- A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.
 - B. Publicity: The parties further agree that fliers are not permissible pursuant to municipal code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code as it now exists and may hereinafter be amended.
- 8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
 - 9. Performers: The parties agree that various municipal codes including Coeur d'Alene Municipal Code Chapters 5.18 and 5.44 become applicable as the number of individuals attending solely the Concert Series increases above two hundred (200) individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
 - 10. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the City Treasurer for approval no later than May 1, 2012, for the summer 2012 Concert Series, no later than May 1, 2013 for the 2013 summer Concert Series, and no later than May 1, 2014 for the 2014 Summer Concert Series, noting the amount of the donor's donation. The City acting through its City Treasurer shall in its sole discretion approve or disapprove of the program donors.
 - 11. Concert Schedule: The parties agree that there shall be eleven (11) concerts during the summers of 2012, 2013, and 2014, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Time.

The dates of the 11 concerts in 2012 shall be as follows: June 3, 10, and 17; and July 1, 8, 15, 22, and 29; and August 12, 19, and 26.

The dates of the 11 concerts in 2013 shall be as follows: June 2, 9, 16 and 30; July 7, 14, 21, and 28; and August 11, 18, and 25.

The dates of the 11 concerts in 2014 shall be as follows: June 22; July 6, 13, 20 and 27; August 10, 17, 24 and 31; and September 7, and 14.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather in its agreements with performers to insure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

12. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,775.00) by May 1, 2012 for the 2012 summer Concert Series, and May 1, 2013, for the 2013 summer Concert Series, and May 1, 2014, for the 2014 summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit "1."
- B. In the event donations for the concert series exceed the budgeted amount of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,775.00) set forth in Exhibit "1" the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers' contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d'Alene.
 - 1. Include in the contracts with performers that they will not possess or use alcoholic beverages, or illegal drugs, in the City Park. Further, Handshake will include in performers' contracts that tobacco products will not be possessed or used by performers on stage or in the park buildings.
 - 2. Include in contracts with performers a provision that performers will perform in appropriate attire, including shirts, and excluding swim wear.

- D. Be at the Rotary Lakeside Band Shell at the Coeur d'Alene City Park at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.
 - E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth running performance.
 - F. Remain until the performers leave to ensure a speedy break down and departure.
 - G. Take care of all publicity, press releases, bulletin/calendar announcements and media advertising.
 - H. Handshake shall coordinate its performance with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene including coordinating of scheduled events.
13. The parties agree to the budget set forth in Exhibit "1" attached hereto and by this reference incorporated herein.
14. Renegotiation: Lessee may request in writing a three (3) extension of this agreement for the 2015, 2016 and 2017 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2014, and prior to November 1, 2014. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City and that such negotiations would begin in November 2014. If the three (3) year extension is approved, Lessee may, during the term of the extended agreement, request in writing another three (3) year extension for the 2018, 2019 and 2020 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2016, and prior to November 1, 2016. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City and that such negotiations would begin in November 2016.
15. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to Handshake at the last address Handshake has left

with the City, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5 (b).

- 16. Termination For Convenience of City: The site of the location is within the Urban Renewal District and in the downtown area of Coeur d’Alene. Development of the downtown area or the development of the City’s downtown properties may require the City to cancel use of the band shell. The parties agree City may at any time after ten (10) day’s written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.

IN WITNESS WHEREOF, the city of Coeur d’Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Handshake Productions, Inc. has caused the same to be executed the day and year first above written.

CITY OF CITY OF COEUR D’ALENE

HANDSHAKE PRODUCTIONS, INC.

By: _____
Sandi Bloem, Mayor

By: _____
, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

, Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of December, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2013, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of Handshake Productions, Inc., and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Exhibit "1"

BUDGET FOR SUMMER CONCERT SERIES – 2012-2014

Eleven (11) Concerts each summer for 2012, 2013 and 2014 = \$27,500.00 each series.

\$ 10,450.00	BAND COSTS (Payment to the concert performers will be \$950.00 per concert.)
\$ 11,000.00	PRODUCTION COSTS (Each concert will cost \$1,000.00 in production costs.)
\$ 2,750.00	FUND RAISING (Each concert will cost \$250.00 for fund raising.)
\$ 1,375.00	BAND SHELL (Each concert will cost \$125.00 in fees for use of the band shell.)
<u>\$ 2,200.00</u>	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<u>\$27,775.00</u>	TOTAL

The Summer Concert Series will consist of eleven (11) concerts each summer for 2012, 2013 and 2014; the following is the budget for expenses per show:

<u>Item</u>	<u>Expense</u>
Band	\$ 950.00
Production	\$1,000.00
Fund Raising	\$ 250.00
Band shell	\$ 125.00
Publicity	<u>\$ 200.00</u>
Total	\$2,525.00

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Gilbert Tracts Subdivision: Final Plat Approval

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Tom Mort
Hat Trick Investments, LLC
11741 W. Romin Road
Post Falls, ID 83854
- b. Location: Northwest corner of Gilbert Ave. and 15th Street, north of Appleway Avenue.
- c. Previous Action:
 1. Preliminary plat approval – August 2013

FINANCIAL ANALYSIS

There are no financial issues with the proposed development.

PERFORMANCE ANALYSIS

The infrastructure surrounding the proposed development was existing with the exception of some utility service laterals to the newly created lots. The required services have been installed and the installations have been accepted by the appropriate departments, thus the subdivision plat is now ready for recordation. Approval and recordation of the final plat document will allow for the sale of lots and the issuance of building permits.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Loco Estates Subdivision: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a four (4) lot residential development.

HISTORY

- a. Applicant: Corey Stach
Loco Investments, LLC
1331 Center Green
Coeur d'Alene, ID 83815
- b. Location: East side of Government Way between Miller & Birch Avenues, across from Forest Cemetery.
- c. Previous Action:
 1. Preliminary plat approval – November 2012

FINANCIAL ANALYSIS

There are no financial issues with the proposed development.

PERFORMANCE ANALYSIS

The infrastructure surrounding the proposed development was existing with the exception of some utility service laterals to the newly created lots. The required services have been installed and the installations have been accepted by the appropriate departments, thus the subdivision plat is now ready for recordation. Approval and recordation of the final plat document will allow for the sale of lots and the issuance of building permits.

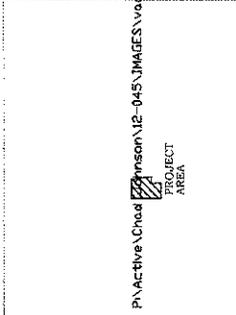
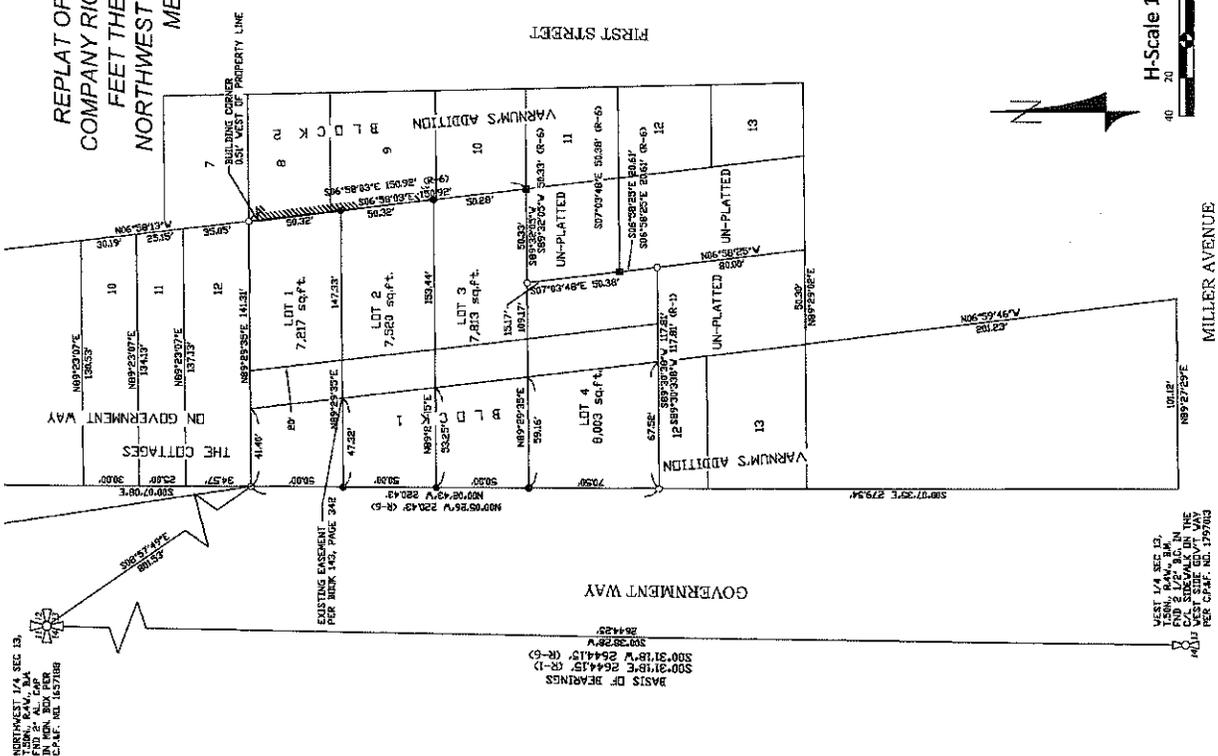
DECISION POINT RECOMMENDATION

1. Approve the final plat document.

LOCO ESTATES

BOOK PAGE
INST. #

REPLAT OF A PORTION OF THE ABANDONED BURLINGTON NORTHERN RAILROAD COMPANY RIGHT-OF-WAY AND LOTS 8, 9, 10, 11 AND LOT 12 EXCEPT THE SOUTH 80.01 FEET THEREOF BLOCK 1 PER THE PLAT OF VARNUM'S ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING
BASIS OF BEARING FOR THIS SURVEY IS THE HAWAII STATE PLANE COORDINATE SYSTEM (HSPS), SEAN, WEST ZONE, FROM THE NORTHWEST CORNER TO THE WEST 1/4 OF SECTION 13 AS SOUTH OF 23° 48' WEST. PERMIT TO CONVERT HAWAII STATE PLANE BEARINGS TO GEODESIC BEARINGS TO STATE COUNTY GEOLOGICAL SURVEY, CALIF. + 1983/84.

REFERENCES
R-1 PLAT BY JIM P. MONMAD, PLS 4194, FILED IN BOOK 1 OF PLATS AT PAGE 4, RECORDS OF KOOTENAI COUNTY.
R-2 PLAT BY RUSSELL C. HONANER, PLS 3288, FILED IN BOOK 14 OF SURVEYS AT PAGE 31, RECORDS OF KOOTENAI COUNTY.
R-3 PLAT BY J.W. EDWARDS, C.E., FILED IN BOOK A OF PLATS PAGE 147, RECORDS OF KOOTENAI COUNTY.
R-4 PLAT BY GARY A. STONE, PLS 4285, FILED IN BOOK 8 OF PLATS AT PAGE 185, RECORDS OF KOOTENAI COUNTY.
R-5 RECORD OF SURVEY OF 'SUNSET' LOTS, PLATTON, PLS 18977, FILED IN BOOK 24 OF SURVEYS AT PAGE 34, RECORDS OF KOOTENAI COUNTY.
R-6 RECORDS OF 'SUNSET' LOTS, PLATTON, PLS 18977, FILED IN BOOK 24 OF SURVEYS AT PAGE 34, RECORDS OF KOOTENAI COUNTY.

LEGEND
O FOUND EBF 4 PM CAPS
■ PND 12\"



SURVEYOR'S CERTIFICATE
I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY CERTIFY THAT I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON, PLS 9367 DATE



WEST 1/4 SEC 13, T50N, R4W, S4E IN NW 1/4 304 PER C.A.F. NO. 1657188
WEST 1/4 SEC 13, T50N, R4W, S4E IN NW 1/4 304 PER C.A.F. NO. 1757613

SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO
DATE SIGNED: 12/23/2016
PROJECT NO.: 1345
SHEET 1 OF 1

Johnston Surveying
P.O. Box 204
Coeur d'Alene, ID 83814
johnston@johnstonsurveying.com

STATE OF IDAHO
COUNTY RECORDER

I HEREBY CERTIFY THAT THE PAID OF LOCO ESTATES WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING THIS DAY OF _____ 2012, AT _____ O'CLOCK, _____ A.M. AS INSTRUMENT NUMBER _____ AND DULY RECORDED AT BOOK _____ PAGE _____ OF SURVEY.

BY: _____ KOOTENAI COUNTY RECORDER OR CLERK PAID _____

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTION, ACCORDING TO IDAHO CODE 60-1208 TO 60-1209, IS IMPOSED ON THIS PLAT, NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED, DATED THIS _____ DAY OF _____ 2012

_____ PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTION SATISFIED AND UPTED THIS _____ DAY OF _____ 2012

_____ PANHANDLE HEALTH DISTRICT 1

CITY COUNCIL APPROVAL

THIS PLAT OF LOCO ESTATES WAS APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____ 2012.

_____ MAYOR

_____ ATTEST

_____ CITY CLERK

_____ CITY ENGINEER

COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____

DATED THIS _____ DAY OF _____ 2012.

_____ KOOTENAI COUNTY TREASURER

OWNER'S CERTIFICATE

BEYOND THOSE PRESENT THAT LOCO INVESTMENTS LLC, AN IDAHO LIMITED LIABILITY COMPANY HERBY CERTIFIES THAT THEY OWN AND HAVE Laid OUT THE LOTS DESCRIBED WITHIN THIS PLAT TO BE KNOWN AS "LOCO ESTATES" BEING A VARIOUS ADDITION LOTS IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11 MARKED BY A 2" ALUMINUM CUP PER C&P INSTRUMENT NUMBER 1517348 FROM WHICH THE WEST QUARTER CORNER BEARS S 09 38 28 W A DISTANCE OF 2644.25 FEET TO A 2" IRON C&P PER C&P 1179903; THENCE S 04 38 59 E A DISTANCE OF 261.12 FEET TO A FOUND 5/8" IRON ROD AND WEST CORNER OF LOT 11 OF THE COURTESY OF GOVERNMENT; THENCE S 48 28 35 W A DISTANCE OF 141.31 FEET TO A SET 5/8" IRON ROD & PLS 9377 TO THE SOUTHEAST CORNER THEREOF;

THENCE S 06 58 07 E A DISTANCE OF 150.97 FEET TO A FOUND 1" IRON ROD WITH LEVAD & FRAME CAP REPLACED WITH A 5/8" IRON ROD AND PLS 9387 CAP;

THENCE S 88 37 00 W A DISTANCE OF 50.33 FEET TO A FOUND 5/8" IRON ROD NO CAP;

THENCE S 00 00 00 E A DISTANCE OF 30.18 FEET TO A FOUND 1" IRON ROD AND LEVAD & FRAME CAP REPLACED BY A 5/8" IRON ROD AND PLS 9387 CAP;

THENCE S 08 51 35 E A DISTANCE OF 104.65 FEET TO A 5/8" IRON ROD AND PLS 1144 CAP;

THENCE S 89 51 00 W A DISTANCE OF 11.25 FEET TO A 5/8" IRON ROD AND PLS 1318 CAP AT THE EAST BIRTH OF WAY CONTAINING 30.55340 FT MARK OR LESS

SANITARY RESTRICTION TO BE PROVIDED BY THE CITY OF COEUR D'ALENE

WATER SERVICE TO THE PROPOSED LOTS TO BE PROVIDED BY THE CITY OF COEUR D'ALENE

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF KOOTENAI)

ON THIS _____ DAY OF _____ IN THE YEAR OF 2012, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED _____ OF LOCO INVESTMENTS LLC, KNOWN OR IDENTIFIED TO ME TO BE THE _____ WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

_____ MY COMMISSION EXPIRES _____



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON, PLS 9367 DATE _____

JOHNSON SURVEYING
P.O. Box 244, Pa. Rd., 241
244-666-7311
johnsonsurveying@idaho.com

PLAT
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: _____ SHEET _____ OF _____
DRAFTED BY: JCH PLOT DATE: 11/2012
CHECKED BY: _____ PROJECT No.: 12-046
FILE NAME: 12-046.DWG

**CITY COUNCIL
STAFF REPORT**

DATE: December 3, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Coeur d'Alene Place 21st Addition: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirty one lot (31) lot residential development.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Northwest area of the Greenstone development along Cornwall Street, east of Atlas Road and directly south of the Sunshine Meadows subdivision.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plat of CdA Place 17th Addition, November 2010.
 3. Final plat of CdA Place 18th Addition, September 2012.
 4. Final plat of CdA Place 19th Addition, April 2013.
 5. Final plat of CdA Place 20th Addition, September 2013.
 6. Final plat of CdA Place Commercial, October 2013.

FINANCIAL ANALYSIS

There are no financial issues with this phase of the Coeur d'Alene Place development.

PERFORMANCE ANALYSIS

The developer has installed all of the required improvements, however they are not requesting acceptance of them at this time. Approval and recordation of the plat document will allow the sale of all of the platted lots.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

LEGEND

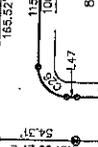
- SET 1/2" X 24" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1332.
- SET 5/8" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "MEM 9717".
- ☒ SET TACK & TAG "MEM 9717"
- SET 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD PLUG WITH TAG "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- FOUND AS NOTED
- ✕ FOUND SCREW WITH TAG "MEM 9717" IN BASE OF WIRE FENCE POST
- FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717".
- △ FOUND 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED "MEM 9717".
- ⊙ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717"
- ① BLOCK NUMBER
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- TOTAL AREA = 55.27 ACRES

SURVEY REFERENCES

- 1) COEUR D'ALENE COUNTY, IDAHO, RECORDED IN BOOK X OF PLATS, PAGES 407-408
- 2) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK 10 OF PLATS, PAGES 240-244
- 3) SPOKANE, IDAHO, RECORDED IN BOOK X OF PLATS, PAGES 30-38
- 4) SPOKANE, IDAHO, RECORDED IN BOOK X OF PLATS, PAGES 39-46
- 5) RECORD OF SURVEY RECORDED IN BOOK 1 OF SURVEYS, PAGE 174
- 6) SPOKANE REARVIEW SEVENTH ADDITION, RECORDED IN BOOK 1 OF PLATS, PAGES 192-193
- 7) COEUR D'ALENE PLACE REARVIEW ADDITION, RECORDED IN BOOK 4 OF PLATS, PAGES 407-409
- 8) COEUR D'ALENE PLACE REARVIEW ADDITION, RECORDED IN BOOK X OF PLATS, PAGES 310-312C

COEUR D'ALENE PLACE TWENTY-FIRST ADDITION

A RE-PLAT OF LOT 1, BLOCK 4 OF COEUR D'ALENE PLACE NINETEENTH ADDITION AND A RE-PLAT OF LOT 1, BLOCK 7 OF COEUR D'ALENE PLACE TWENTIETH ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



DRAWN	APPROVED	SCALE	PROJECT
MEM	MEM	AS NOTED	15-145
DATE	DATE	SHEET	FIELD BOOK
11/14/13	11/14/13	2 OF 5	65

RFK LAND SURVEYING INC.
 6420 WEST GLEND AVENUE
 BOISE, IDAHO 83725
 TEL: (208) 384-7881
 FAX: (208) 387-7249
 E-MAIL: jlr@rfkls.com

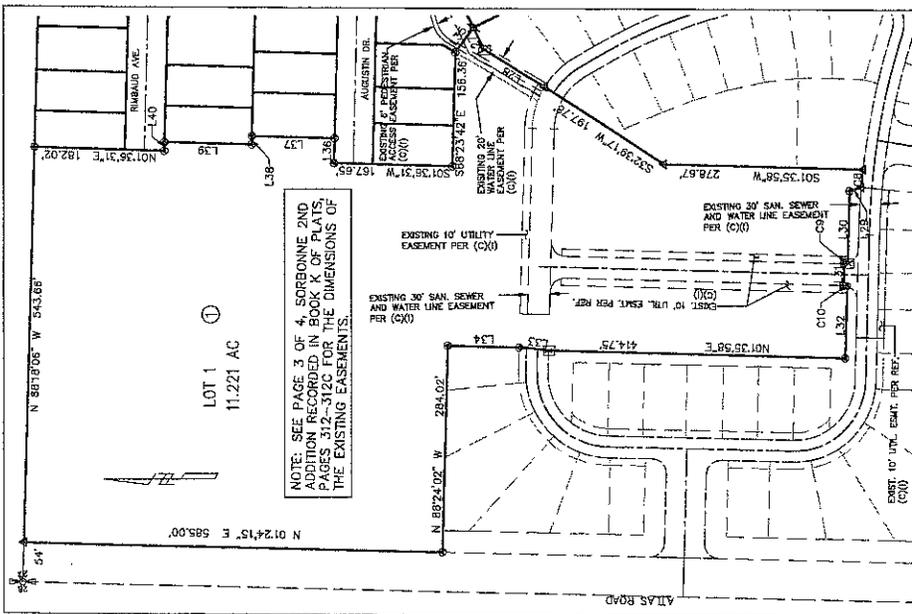
LINE	BEARING	DISTANCE
L1	S 01°41'54" W	08.00
L2	N 88°18'05" W	22.33
L3	S 01°41'54" W	65.00
L4	S 22°15'26" E	71.54
L5	S 15°41'00" E	121.96
L6	N 78°16'48" E	144.84
L7	N 83°41'05" E	72.59
L8	S 08°13'58" E	123.15
L9	S 08°17'24" E	54.00
L10	S 00°00'00" E	3.06
L11	S 00°00'00" E	41.38
L12	S 01°03'53" W	74.38
L13	S 08°50'12" W	55.97
L14	S 13°43'35" E	78.20
L15	N 05°16'35" W	211.48
L16	N 02°01'05" W	114.48
L17	N 05°55'57" W	105.77
L18	N 20°44'42" W	105.48
L19	N 28°41'55" W	65.88
L20	S 62°54'31" W	118.66
L21	S 63°45'22" W	114.39
L22	N 29°16'34" W	104.97
L23	S 32°51'20" W	62.99
L24	S 31°27'55" W	66.03
L25	N 16°26'18" W	17.68
L26	N 88°21'44" W	99.29
L27	N 98°29'25" W	35.00
L28	N 89°26'21" W	99.30
L29	N 01°53'58" E	108.00
L30	S 54°48'55" E	41.82
L31	S 01°36'51" W	115.00
L32	S 01°36'51" W	115.00
L33	S 01°36'51" W	115.00
L34	S 01°36'51" W	115.00
L35	S 01°36'51" W	115.00
L36	N 88°21'44" W	46.01
L37	N 54°48'55" W	19.70
L38	N 30°16'50" W	10.63
L39	N 08°23'29" W	10.63
L40	N 88°21'44" W	46.01
L41	N 54°48'55" W	19.70
L42	N 30°16'50" W	10.63
L43	N 08°23'29" W	10.63
L44	N 88°21'44" W	46.01
L45	N 54°48'55" W	19.70
L46	N 30°16'50" W	10.63
L47	N 08°23'29" W	10.63
L48	N 88°21'44" W	46.01
L49	N 54°48'55" W	19.70
L50	N 30°16'50" W	10.63
L51	N 08°23'29" W	10.63

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	257.00'	95.17	97.59	S 20°00'13" E	21°52'29"
C2	303.00'	33.59	26.78	S 41°33'42" E	01°43'27"
C3	303.00'	80.55	86.52	N 87°23'30" E	04°32'05"
C4	830.00'	14.47	10.00	S 10°10'54" E	00°59'57"
C5	1030.00'	10.00	5.78	S 28°48'47" E	00°33'23"
C6	970.00'	5.78	2.45	S 28°48'47" E	00°20'25"
C7	970.00'	24.63	24.83	N 83°37'58" W	01°25'37"
C8	990.00'	5.31	5.29	S 08°12'22" W	01°17'48"
C9	600.00'	34.37	33.67	N 12°42'35" W	32°35'53"
C10	870.00'	54.59	54.57	S 28°08'49" E	03°12'26"
C11	870.00'	24.59	24.59	S 30°28'07" E	01°27'10"
C12	780.00'	28.57	28.22	S 30°14'56" E	01°55'54"
C13	780.00'	48.87	46.86	N 27°18'45" W	04°28'34"
C14	650.00'	34.06	34.06	S 30°15'51" E	01°53'41"
C15	650.00'	34.06	34.06	N 30°15'51" W	01°53'41"
C16	720.00'	14.91	14.91	N 30°15'51" W	01°53'41"
C17	720.00'	56.25	56.24	N 27°47'13" W	04°28'34"
C18	720.00'	56.25	56.24	N 23°18'35" W	04°28'34"
C19	720.00'	56.25	56.24	N 18°28'22" W	05°11'58"
C20	720.00'	56.25	56.24	N 13°38'05" W	04°28'34"
C21	720.00'	56.25	56.24	N 08°49'58" W	04°28'34"
C22	720.00'	56.25	56.24	N 03°59'50" W	03°33'00"
C23	720.00'	44.61	44.60	N 00°40'09" W	03°33'00"
C24	20.00'	31.59	28.41	N 46°21'26" E	50°30'10"
C25	650.00'	63.17	63.14	N 06°34'20" E	06°01'58"
C26	600.00'	46.87	46.86	N 04°40'58" W	04°28'34"
C27	600.00'	46.87	46.86	N 09°05'31" W	04°28'34"
C28	600.00'	46.87	46.86	N 13°20'22" W	04°28'34"
C29	600.00'	46.87	46.86	N 16°29'22" W	04°28'34"
C30	600.00'	46.87	46.86	N 23°18'35" W	04°28'34"
C31	600.00'	36.24	36.24	N 27°18'45" W	03°27'39"
C32	20.00'	31.24	28.16	N 43°38'34" W	89°29'50"
C33	1000.00'	81.62	81.60	S 28°52'24" E	04°40'36"
C34	780.00'	42.03	41.45	N 35°28'11" W	35°18'03"
C35	780.00'	42.03	41.45	S 53°55'41" E	68°58'36"
C36	20.00'	36.31	31.52	S 39°35'15" W	104°00'30"
C37	780.00'	91.79	91.74	S 09°01'43" E	08°44'33"
C38	780.00'	86.54	86.60	S 02°28'30" E	06°21'52"
C39	20.00'	31.33	28.30	S 43°21'55" E	86°38'08"
C40	780.00'	13.88	13.80	S 46°21'25" W	86°39'10"
C41	780.00'	13.88	13.80	N 09°38'27" E	00°08'52"



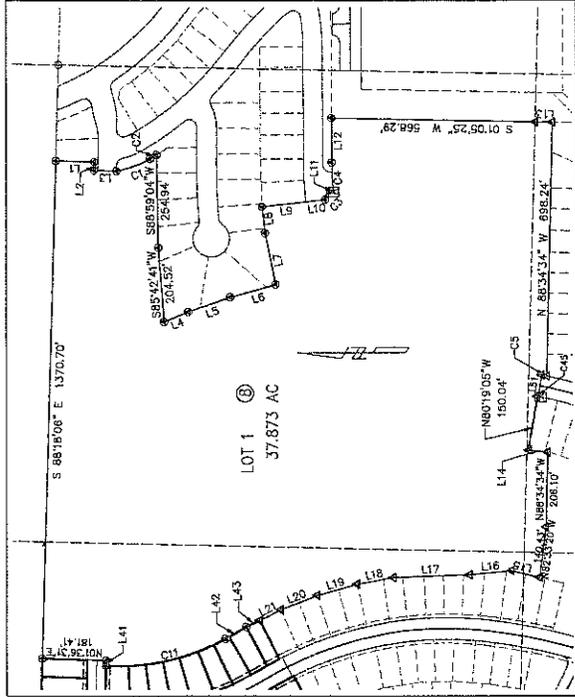
COEUR D' ALENE PLACE
 TWENTY-FIRST ADDITION
 A RE-PLAT OF LOT 1, BLOCK 4 OF COEUR D' ALENE
 PLACE NINETEENTH ADDITION AND A RE-PLAT OF LOT 1,
 BLOCK 7 OF COEUR D' ALENE PLACE TWENTIETH ADDITION,
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RPF LAND SURVEYING INC.,		DATE	11/14/13
1460 WEST GARLAND AVENUE	DESIGN	DATE	11/14/13
SPokane, WA 99205	MEM	DATE	11/14/13
TEL: (509) 824-7861	APPROVED	SCALE	AS NOTED
FAX: (509) 827-7249	DATE	11/14/13	3 OF 5
E-Mail: herzitz@rpfco.com	PROJECT	FIELD BOOK	85
	13-146		



NOTE: SEE PAGE 3 OF 4, SORBONNE 2ND ADDITION RECORDED IN BOOK K OF PLATS, PAGES 312-312C FOR THE DIMENSIONS OF THE EXISTING EASEMENTS.

LOT 1, BLOCK 1
SCALE: 1"=100'



LOT 1, BLOCK 8
SCALE: 1"=200'



SEE PAGE 2 OF 5 FOR LEGEND

COEUR D'ALENE PLACE TWENTY-FIRST ADDITION
A RE-PLAT OF LOT 1, BLOCK 4 OF COEUR D'ALENE PLACE NINETEENTH ADDITION AND A RE-PLAT OF LOT 1, BLOCK 7 OF COEUR D'ALENE PLACE TWENTIETH ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

- SURVEY REFERENCES**
- 1) COEUR D'ALENE PLACE TWENTY-FIRST ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 403-403C
 - 2) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340-344
 - 3) SORBONNE ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 304-304F
 - 4) RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 173
 - 5) SORBONNE 2ND ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 192-192D
 - 6) COEUR D'ALENE PLACE TWENTY-SECOND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407-407C
 - 7) SORBONNE 2ND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 312-312C

RFK LAND SURVEYING INC.		APPROVED	SCALE	PROJECT
1420 WEST GARLAND AVENUE	SEASIDE, WA 99506	MEM	AS NOTED	13-145
TEL: (509) 324-7681		DATE	SHEET	YIELD BOOK
3-MAIL: rfrk@rfkland.com		11/14/13	4 OF 5	85

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 11/15/13
Department Name / Employee Name / Date
Request made by: Darryl Dollar 509-590-6148
Name / Phone
1327 West Prairie Avenue Post Falls, ID 83854
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Darryl Dollar to Tamra Holt

Niche(s): _____
Lot(s): E05, _____, _____, _____, _____, _____. Block: 15 Section: F

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is Owner / / Executor* / / Other* _____

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

Title transfer fee (\$ 40.00) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 692177

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Darryl Dollar
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 650.00 per lot.

Supervisor's Init. 11/15/13
Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No. _____
- Person making request is authorized to execute the claim: _____
Attorney Init. 11-25-13
Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

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 664.66
 Rec No 1092491
 Date 11/26/13
 Date to City Council: 12-4-13
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service Jan 1, 2014
 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 type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>The Fork @ Lakeside</u>
Business Mailing Address	<u>309 Lakeside Ave</u>
City, State, Zip	<u>Coeur D' Alene, ID 83854</u>
Business Physical Address	<u>309 Lake side Ave</u>
City, State, Zip	<u>Coeur D' Alene, ID 83854</u>
Business Contact	Business Telephone: <u>ALT # 208-764-1478</u> Fax: _____ Email address: <u>the fork at lake side @ gmail .com</u>
License Applicant	
If Corporation, partnership, LLC etc. List all members/officers	<u>William O. Scott -3- Charles Blue LLC</u>

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, November 25, 2013
12:00 p.m., Library Community Room

MEMBERS PRESENT:

Mike Kennedy, Chairman
Steve Adams
Ron Edinger

STAFF MEMBERS PRESENT:

Steve Anthony, Recreation Director
Jon Ingalls, Deputy City Administrator
Bill Greenwood, Interim Parks Director
Troy Tymesen, Finance Director

**Item 1 Extension of Professional Services Agreement with Legends
Photography for Youth Sports
Consent Calendar**

Steve Anthony, Recreation Director, presented a request for authorization to extend the photography services of Legends Photography until January 1, 2016. Mr. Anthony stated in his staff report that Legends Photography has been the official photographer for the city all but 5 of the last 26 years. They are very easy to work with and Mr. Anthony is pleased with their customer service. Legends is requesting a \$1.00 increase in their basic picture package from \$8.00 to \$9.00. This is the first increase in fees to participants in seven years. Legends will also provide sponsor plaques to the city at no charge and will also provide free team photos for the coaches and provide each player with a free bag tag. Legends also sponsors teams in each of the Rec Department programs. Legends also provides a college scholarship to 3 seniors in our community.

Councilman Adams asked why there was no competition for this contract. Mr. Anthony responded that they put the contract out to bid a couple of times and one time they did get a lower bidder and went with that proposal, but they had some difficulties and some missed deadlines. He also noted that it is a specialty field. There is a comfort level between participants, parents and staff. Mr. Anthony also noted that he doesn't believe any other companies have been interested in the last 24 months or so.

MOTION by Councilman Edinger, seconded by Councilman Adams, to recommend Council approval of Resolution No. 13-___ authorizing an extension of the contract with Legends Photography until January 1, 2016. Motion carried.

**Item 2 Approval of Art Selection for Third Street Entrance at McEuen Park
of David Tonnesen for "Allium Spring Chorus"**

Agenda Item

Steve Anthony, Recreation Director, presented a request for a recommendation that the City Council accept the proposal of David Tonnesen for the sculpture named "Allium

Spring Chorus” for the Third Street Entrance at McEuen Park in the amount of \$110,000.00.

Mr. Anthony stated in his staff report that the public art selection committee reviewed over 150 initial proposals and narrowed them down to 4 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d’Alene Library for one month and comments were solicited. After further discussion, the committee selected Mr. Tonnesen’s art piece, which also received the most votes by the public. The project is being funded out of the Arts Commission’s LCDC Public Art Fund and the One Percent for Art Fund. Once the contract is awarded, construction will begin in January with a target installation date of June 1, 2014.

Mr. Anthony noted that this is the second of three proposed art pieces for McEuen Park. The selection committee was headed by Jennifer Drake and they did seek public comment for about a month. Voting was close and there was probably no more than 50 votes separating piece #1 from piece #4. The committee felt this piece would fit the Third Street Entrance. It has zero maintenance and will be made from Corten steel, stainless steel, and aluminum. It is also a kinetic piece and it will have uplighting. Mr. Anthony said that the Arts Commission discussed selection at their meeting last Tuesday, and recommend approval.

Councilman Edinger said that he is disappointed in the selection and thinks there should be more art reflecting the history of McEuen Field rather than it looking like Disneyland, Knottsberry Farm, etc. He feels that they are getting away from the history of the waterfront and Coeur d’Alene. He noted that he does respect the Arts Commission for what they go through to select a piece of this nature, but feels that there should be more history involved in the entryway into the water front and McEuen Field than what has been shown so far. He will vote to have this go forward to the full council so that the full council will have input on it.

Chairman Kennedy said that the call wasn’t specific regarding including a history of McEuen Field. Mr. Anthony said that if the council wishes to see more historical value in the pieces going in, that is something that they can pass on to the selection committee. Chairman Kennedy said that there are other historical elements in the park and asked Mr. Anthony to bring back to the council meeting a list of the items in the park that are historical in nature. Mr. Anthony noted that, as staff, they do not direct the citizen committee and give them the autonomy to make the choice that they feel is best. The committee takes that responsibility very seriously. He further believes that the piece will look nice in the proposed location. Chairman Kennedy said that there were some pieces originally submitted that contained wildlife or were a little more historical, but the committee didn’t feel that they met the criteria they were looking for.

Councilman Adams said that he was also hoping to see some consideration for the heritage of North Idaho and indicated that he doesn’t like the sculpture very much and won’t support it. Chairman Kennedy said that one of the things that struck the people in the committee early on is that the sculpture has a bit of fun and a youthful “Dr. Seuss”

feel and he thinks that was part of the concept of the park – family fun and kids, focusing on the future. Mr. Anthony said that sight lines were also a big issue. He noted that some members of the selection committee will be attending the council meeting on Tuesday.

MOTION: Motion by Councilman Edinger, seconded by Councilman Kennedy, to recommend to move this forward to the agenda as a discussion item. Motion carried.

**Item 3 Riverstone/Whitewater Landscaping
Agenda Item**

Bill Greenwood, Interim Parks Director, presented a request for council to endorse the proposal from Whitewater to landscape the area referred to as the “saw tooth” along the Centennial Trail and west of Riverstone Park. Mr. Greenwood stated in his staff report that this area is part of the Centennial Trail right-of-way and is “jagged” due to the curve of the trail as it passes through the platted property lines which were originally platted as residential building sites. The most recent use of the area, prior to the Riverstone subdivision development, was Central Pre-Mix. The “saw tooth” area is not planned for any specific use by the Parks Department due to its configuration and size. Whitewater is proposing to include this area in the landscaping that they will be doing in their adjacent project. They will cover the cost for the improvements and in addition will provide a 5 year warranty on the park and a 1 year warranty on all plant material. There will be no cost to the city for this proposal. The proposal incorporates a xera-scape educational area and a dog park. The public will have access to the site 7 days a week as though it were managed as a park. The city will retain ownership of the property that is proposed for landscape improvements.

Chairman Kennedy said that he is the liaison to the Parks & Rec Commission and they had a discussion on this topic last Monday at their meeting. The request from the commission is that they are in favor of moving it forward with a condition that Mr. Greenwood be comfortable with the level of detail and the budget provided for the project. The other element about this project that is important is that the Parks & Rec Commission and the city decided that it is a good use of that space, and that it won't be a General Fund item. Maintenance will need to be discussed.

Mr. Greenwood said that he met with Todd Prescott after the meeting of the Parks & Rec Commission and Mr. Prescott provided him with a more detailed budget. Mr. Greenwood said that he is comfortable with the numbers, although they may change a little bit. He also said that Whitewater asked to build the park and that one of the stakeholders is the Dog Park Association. The park would include a dog park and an educational component. Whitewater has agreed to a five year warranty on the plants and trees and the city will perform the maintenance.

Councilman Kennedy asked what the funding of the maintenance of the park would entail. Mr. Greenwood said that in the spring they would turn on the irrigation system

and make sure it is working correctly, and they would cut back the lillies and plants that need to be cut back to the ground. He further explained that the xera-scape plants are pretty low maintenance. In regard to the dog park area, they would need to empty trash cans and make sure dog toys aren't left behind, etc. The maintenance would be minimal, probably about 20 minutes daily. Mr. Greenwood clarified that the Parks Department checks the parks every day, seven days a week and he believes that the benefit offsets the time required.

Councilman Kennedy asked about parking. Mr. Greenwood said that parking would be available on Suzanne Road and that the park would be about a quarter mile from Riverstone Park. He further noted that citizens could access the park from John's Loop.

Councilman Adams asked if the city would pay for water. Mr. Greenwood said the city would pay for the water, but it would be a nominal amount, especially once the plants become established.

Councilman Adams asked how far from the trail would the dog park fence be. Mr. Greenwood said it would be about 20 to 30 feet. Councilman Adams said that he rides the trail pretty frequently and loose dogs would be his concern. He also asked if people would be able to reserve the pavilion for parties, etc. Mr. Greenwood said the idea is that the pavilion would be more like a demonstration area, but he will plan on putting a picnic table in it. The pavilion would be a steel post structure, with wood underneath, in brown or green tones, and low maintenance.

MOTION: Motion by Councilman Adams, seconded by Councilman Edinger, to recommend that this item be placed on the agenda for further discussion. Motion carried.

Item 4 Revisions to Agreement with Handshake Productions Consent Calendar

Bill Greenwood, Interim Parks Director, presented a request to revise the 2014 date schedule in the Handshake Productions Agreement. Mr. Greenwood stated in his staff report that the Summer Concert Series sponsored by Handshake Productions is entering its 19th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents. The first three (3) concerts that are scheduled during the month of June have been moved indoors over the past few years due to inclement weather. The request by Handshake Productions is to move these three (3) concert dates from the beginning of the season to the end of the season. There is no financial outlay for the concert series and all of the funds to produce the concerts are raised by Handshake Productions. The specific date changes would be to remove the June 1st, June 8th, and June 15th dates from the concert schedule and add the dates of August 31st, September 7th, and September 14th.

Mr. Greenwood confirmed that the Parks & Recreation Commission approved the changes.

MOTION: Motion by Councilman Adams, seconded by Councilman Edinger, to recommend Council approval of Resolution 13-___ authorization a revision to the Handshake Productions Agreement for the 2014 date schedule. Motion carried.

The meeting adjourned at 12:41 p.m.

Respectfully submitted,

Amy Ferguson
Executive Assistant

STAFF REPORT

DATE: November 25, 2013

TO: General Services

FROM: Steve Anthony, Arts Commission Liaison

SUBJECT: Art Selection for 3rd Street Entrance McEuen Park

Decision Point:

The Coeur d'Alene Arts commission requests the General Service Committee recommend that the City Council to accept the proposal of David Tonnesen for the sculpture named Allium Spring Chorus in the amount \$110,000.00.

History:

The Arts Commission has identified McEuen Park for the placement of public art. A selection committee reviewed over 150 initial proposals and narrowed them down to 4 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d'Alene Library for one month and comments were solicited. After further discussion, the committee selected the art piece by the artists named in the previous paragraph. This piece also received the most votes by the public.

Financial Analysis: The Arts Commission has budgeted for the placement of art in McEuen Park. This particular location has a budget of \$120,000.00 the proposed contract amount is \$110,000.00. The projected is being funded out to the Art Commissions LCDC Public Art Fund and the One Percent for Art Fund. These funds are dedicated funds and can only be used for Public Art.

Performance Analysis:

Once the contract is awarded to Mr. Tonnesen construction will begin in January with a target installation date of June 1st, 2014. The 3rd Street and Front Street entrance have been identified in the McEuen Park Master plan as possible locations for art. This piece will be place at the main entrance to the Park. The piece will have some LED Lighting.

Decision Point:

That the City Council authorize that the contract be awarded to Dave Tonnesen in the amount of \$110,000.00.

Steve Anthony

Recreation Director

RESOLUTION NO. 13-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DAVID TONNESEN FOR PUBLIC ART AT THE 3RD STREET ENTRANCE TO MCEUEN PARK.

WHEREAS, the Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a professional services agreement with David Tonnesen for Public Art at the 3rd Street Entrance to McEuen Park, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 3rd day of December, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PERSONAL SERVICES AGREEMENT

Between

DAVID TONNESEN

And

THE CITY OF COEUR D'ALENE

For

CREATION AND INSTALLATION OF PUBLIC ART

McEuen Park 3rd & Front

THIS CONTRACT, made and entered into this 3rd day of December, 2013, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," an, David Tonnesen, hereinafter referred to as the "Artist,"

W I T N E S S E T H:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art at 3rd and Front McEuen Park Entrance, as hereinafter set forth in Artist's Proposal attached hereto and incorporated herein as Exhibit "A."

Section 2. Personnel.

- A. The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.
- B. All of the services required hereunder will be performed by the Artist.

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 6 months of this contract being executed. A specific date of installation shall be coordinated by the Artist with the City's Recreation Director.

Section 4. Compensation.

- A. Subject to the provisions of this agreement, the City shall pay the Artist a total of One Hundred Ten Thousand and no/100's (\$110,000.00) for services, payable, upon receipt of Artist invoice, as follows:
 - 1. \$40,000.00 at the start of the project
 - 2. \$40,000.00 at mid-construction
 - 3. \$30,000.00 thirty (30) days after installation of the art object

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under her supervision to assist him in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artist covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 7. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artists and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

David Tonnesen

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of December, 2013, before me, a Notary Public, personally appeared **David Tonnesen**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

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

**David Tonnesen Proposal Budget
Coeur d'Alene: McEuen Park 3rd Street Entry**

DISCRIPTION	Sub total	Estimate
Materials, Supplies		
domed bases s/s plate, pipe, fastners		\$12,000.00
stainless steel star shapes, pipe, fasteners, rod		\$13,000.00
stainless steel polished hemispheres		\$6,000.00
welding, gas, rod, wire,		\$1,000.00
grinding wheels, discs, pads, belts		\$600.00
SUB TOTAL	\$32,600.00	
Artist fee		\$18,000.00
2 assistants for 3 months		\$10,000.00
Engineers		\$3,500.00
operating expenses of shop (mortgage, insurance, utilities..)		\$5,000.00
Fabrication Artist labor, expenses		\$20,000.00
INSURANCE		\$600.00
Tools, Equipment (purchase, rental, depreciation)		\$1,000.00
TRAVEL expenses for 2 (Lodging, air fare, rental cars to site for installation)		\$2,100.00
Crating, prep for shipping, shipping to site		\$6,000.00
Site prep (concrete pediment, landscaping gravel)		\$6,500.00
INSTALLATION (labor, crane rental, welding rental, manlift)		\$3,200.00
Lighting		\$1,500.00
Project Total		\$110,000.00

**PARKS & RECREATION COMMISSION
STAFF REPORT**

DATE: **October 18, 2013**

FROM: **Bill Greenwood, Interim Parks Director**

RE: **RIVERSTONE/WHITEWATER LANDSCAPING**

Decision Point: Recommend to the General Services Committee to endorse the proposal from Whitewater to landscape the area referred to as the ‘saw tooth’ along the Centennial Trail and west of Riverstone Park. (concept attached)

Historical: This area is part of the Centennial Trail right-of-way and is ‘jagged’ due to the curve of the trail as it passes through the platted property lines which were originally platted as residential building sites. The most recent use of the area, prior to the Riverstone subdivision development, was Central Pre-Mix. The ‘saw-tooth’ area is not planned for any specific use by the Parks Department due to its configuration and size.

Financial Analysis: Whitewater is proposing to include this area in the landscaping that they will be doing in their adjacent project. They will cover the cost for the improvements and in addition will provide a 5 year warranty on the park and a 1 year warranty on all plant material. There will be no cost to the city for this proposal.

Performance Analysis: The proposal incorporates xera-scape educational area and a dog park. The public will have access to the site 7 days a week as though it were managed as a park. There is another section of land between this parcel and the park which will someday be sold and developed. There can be a landscape connection from this proposed site to the park along the Centennial Trail. The city will retain ownership of the property that is proposed for landscape improvements.

Decision Point: Recommend to the General Services Committee to accept the landscape and warranty offer by Whitewater for improvements to city owned property along the Centennial Trail.

November 12, 2013

Bill Greenwood
Parks Director
City of Coeur d'Alene

RE: Pocket Park – Riverstone West

Bill,

Thank you in advance for the opportunity to work with you on this park. We can do neat things with this Pocket Park, easily leveraging the Xeriscape and Interpretive Boards, this would be large for the city as we have not seen this type of park locally.

There is no better use of this “surplus” city property, especially with the site to the west likely to be annex in the near future.

I believe we have addressed all of the Commissioners concerns in the design: here are some bullet points:

- We have designed the Xeriscape area with the help of Jill Roche, as per requested by the City.
- The shelter will be an open beam wood structure with a sheet metal roof, keeping maintenance at a minimum. Upon park approval we will design the shelter for the Parks Directors approval, with detailed Xeriscape educational signs and interpretive boards.
- We have kept to native species as much as possible.
- There will be an irrigation system for all tree and shrub plantings to stabilize growth and use in case of severe drought. The dry land grass areas will not be irrigated, as per current existing conditions.
- Dog watering fountain will be per Parks Director specifications as well as quick disconnect hose bibs for the dog area as requested by the Parks Director.
- Please see the attached budget.
- We will do a five (5) year warranty on the park and a one (1) year warranty on the trees and shrubs.
- We will work out exact locations of gates from the residential sites with the Parks Director.
- We will follow the Parks Directors direction on hardscape for the walkways.

Whitewater Creek, Inc.

**8421 Government Way,
Hayden, ID 83835
208-772-0178**

-
- Detailed dog park entrance area sizes, etc., will be verified with the Parks Director prior to construction.

At this point we are respectfully requesting approval to move forward from the Park and Rec Commission so we can move this to the next level with the City.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd Prescott', with a long, sweeping flourish extending upwards and to the right.

Todd Prescott

Riverstone West Pocket Park Budget

A Grading 1.4 Acres - 60,984 S.F.		
Import Approx. 4,000 yards @ \$5.50 yd.		\$22,000.00
Rough Grade/Compaction		\$9,000.00
Fine Grade		\$3,810.00
Subtotal		\$34,810.00
B Water Infrastructure		
Storm Water 1-3 Drywells/Washed Drain Rock/Fabric		\$11,000.00
Irrigation Meter Set Supply to System 2-Disconnects/Testing Meter Cost \$4,500		\$9,900.00
Domestic Meter Set/Dog Fountain 2 Disconnects 400/Main Line Testing Meter Cost \$4,500		\$13,190.00
Subtotal		\$34,090.00
C Pave/Walk Ways/Surfaces		
Paving Approximately 400 S.F. x \$11.00		\$4,400.00
Concrete Walk Ways & Shelter Area 2,880 S.F. x \$8.50 S.F.		\$24,480.00
Compacted Gravel Paths Area 800 LF x 6 S.F. - 4,800 S.F. x \$1.80 S.F.		\$8,640.00
Crushed Granite-Dog Area 4" Deep x 15,000 S.F. x \$1.90 Ft		\$28,500.00
Subtotal		\$66,020.00
D Interpretive Shelter		
Structure		\$24,520.00
Foundation/Slab		\$8,900.00
Signage		\$6,800.00
Subtotal		\$40,220.00
E Fencing		
Fencing Materials 598 LF x \$22.00ft Including Entrance Area		\$14,352.00
Subtotal		\$14,352.00
F Landscaping		
Irrigation Drip/Spray 5 year warranty Xeriscape Area Includes 280 L.F. Main Line		\$21,500.00
Dog Park Area Drip Feed Trees 260' C.F. Main Line Includes 5 year warranty		\$9,500.00
Trees 23 Trees @ \$560		\$12,880.00
Plants As Per Spec/Quantity Approx. 1,100 Individual Plants Xeriscape, Grass Plantings, Ground Covers 1,100x \$21.00		\$23,100.00
Top Soil-1.2 Acres/Planting Areas 9" Deep, Sod Areas 4" Deep 52,272 S.F. x \$1.10 Per S.F.		\$57,499.00
Grass Mix Native Meadows 34,010 x \$0.14 Foot		\$4,761.00
Bark/Mulch Budget		\$4,200.00
Bolders & Benches		\$5,500.00
Subtotal		\$138,940.00
G Miscellaneous Costs		
Permits		\$2,500.00
Engineering Fees		\$6,000.00
Landscaping Architect Fees		\$19,500.00
Compaction Testing Services		\$3,800.00
Staking Survey Service		\$4,500.00
Subtotal		\$36,300.00
Project Total		\$364,732.00



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GENERAL LANDSCAPE NOTES

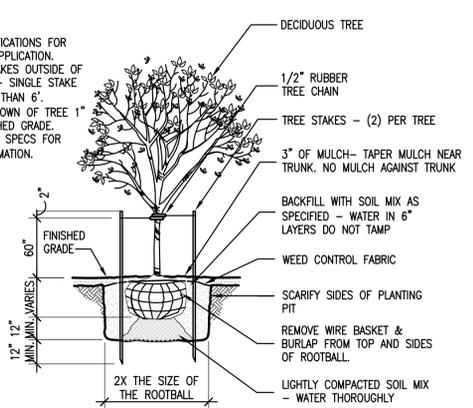
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING QUANTITY OF PLANTS THAT ARE REPRESENTED BY SYMBOLS ON THE DRAWINGS. IF A DISCREPANCY BETWEEN THE PLAN AND PLANT SCHEDULE IS ENCOUNTERED, NOTIFY THE L.A. FOR CLARIFICATION IMMEDIATELY.
- ALL PLANT MATERIAL SHALL CONFORM TO AAN STANDARDS FOR NURSERY STOCK, LATEST EDITION. PROVIDE HEALTHY WELL-BALANCED PLANT MATERIALS AS SPECIFIED. CONTACT L.A. IN WRITING 3 WEEKS IN ADVANCE OF PLANT MATERIAL DELIVERY TO ESTABLISH ON-SITE INSPECTION. PLANT MATERIAL SHALL NOT BE INSTALLED UNTIL IT HAS BEEN APPROVED BY THE L.A. ALL PLANT MATERIAL SHALL BE PLACED IN ONE ISOLATED LOCATION ON THE PROJECT SITE AND PROVIDE UNRESTRICTED ACCESS FOR VISUAL INSPECTION OF INDIVIDUAL PLANTS. PLANTS SHALL BE ORGANIZED IN BLOCKS BY SPECIES AND SUFFICIENTLY SPACED TO OBSERVE OVERALL GROWTH HABIT. TREES SHALL BE UNTIED AND BRANCHES SEPARATED. UNACCEPTABLE PLANT MATERIAL SHALL BE REMOVED FROM THE JOB SITE.
- SUBSTITUTIONS OF PLANT MATERIAL BASED ON AVAILABILITY WILL BE ACCEPTABLE ONLY ON APPROVAL OF THE LANDSCAPE ARCHITECT.
- SEE CIVIL DRAWINGS FOR GRADING AND UTILITY LOCATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING LOCATION OF ALL UTILITIES. CALL FOR UTILITY LOCATE PRIOR TO EXCAVATION (800.424.5555). CONSULT WITH GENERAL CONTRACTOR PRIOR TO EXCAVATION.
- IF UTILITIES ARE ENCOUNTERED, CONTRACTOR SHALL PROMPTLY INFORM GENERAL CONTRACTOR AND REPAIR ANY DAMAGES.
- CONTRACTOR SHALL INSTALL 12 INCHES OF TOPSOIL IN ALL PLANTING BED AREAS AND TREE PITS. INSTALL 6 INCHES OF TOPSOIL IN LAWN AREAS.
- CONTRACTOR SHALL HOLD FINISH GRADE OF TOPSOIL FOR ALL LAWN AREAS 1/2 INCH FROM THE TOPS OF MOW CURBS AND HARD SURFACES. CONTRACTOR SHALL HOLD FINISH GRADE OF TOPSOIL FOR ALL PLANTING BED AREAS 2 INCHES TO ALLOW FOR 2 INCHES OF BARK MULCH.
- OBTAIN WRITTEN APPROVAL OF FINISHED GRADES FROM LANDSCAPE ARCHITECT PRIOR TO PLANTING OR SEEDING.
- CONTRACTOR SHALL INSTALL DECOMPOSED GRANITE FLUSH WITH TOP OF HARD SURFACES.
- CONTRACTOR SHALL SPREAD 2 INCHES WEED FREE BARK MULCH IN ALL PLANTING BEDS AND 3 INCHES WEED FREE BARK MULCH AT TREES IN GRASS LOCATIONS. TREE IN GRASS LOCATIONS SHALL HAVE A 3 FOOT DIAMETER MULCH RING AROUND THE BASE OF THE TREE.
- CONTRACTOR SHALL COORDINATE LOCATION OF ALL IRRIGATION SYSTEM COMPONENTS REQUIRED WITH THE GENERAL CONTRACTOR. SEE SHEETS LXX FOR IRRIGATION PLAN AND DETAILS.
- CONTRACTOR SHALL CLEAN UP ALL DEBRIS AND LEAVE SITE IN A NEAT CONDITION.
- CONTRACTOR SHALL MAINTAIN THE SITE AS DESCRIBED IN SPECIFICATIONS AFTER FINAL ACCEPTANCE IS RECEIVED IN WRITING FOLLOWING SUBSTANTIAL COMPLETION FROM THE OWNERS REPRESENTATIVE.
- CONTRACTOR SHALL WARRANT THE PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.

PLANT SCHEDULE

TREES	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE	QTY
	European Hornbeam / <i>Carpinus betulus</i>	B & B	2"	Cal	3
	Ponderosa Pine / <i>Pinus ponderosa</i>	B & B		5-6' H	10
	Burr Oak / <i>Quercus macrocarpa</i>	B & B	2.5"	Cal	5
SOD/SEED	COMMON NAME / BOTANICAL NAME	CONT	SPACING	QTY	
	Native Meadow Mix / Dryland Meadow Seed	seed		26,793 sf	

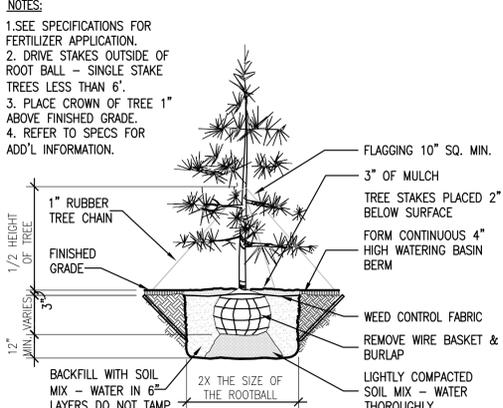
NOTE: DRYLAND MEADOWS ARE DEPENDENT ON SEASONAL PRECIPITATION. APPEARANCE WILL VARY WITH WEATHER CONDITIONS.

- NOTES:**
- SEE SPECIFICATIONS FOR FERTILIZER APPLICATION.
 - DRIVE STAKES OUTSIDE OF ROOT BALL - SINGLE STAKE TREES LESS THAN 6'.
 - PLACE CROWN OF TREE 1" ABOVE FINISHED GRADE.
 - REFER TO SPECS FOR ADD'L INFORMATION.

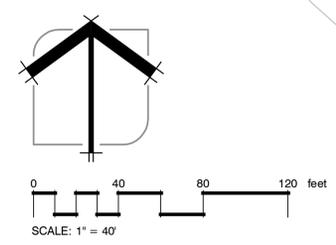
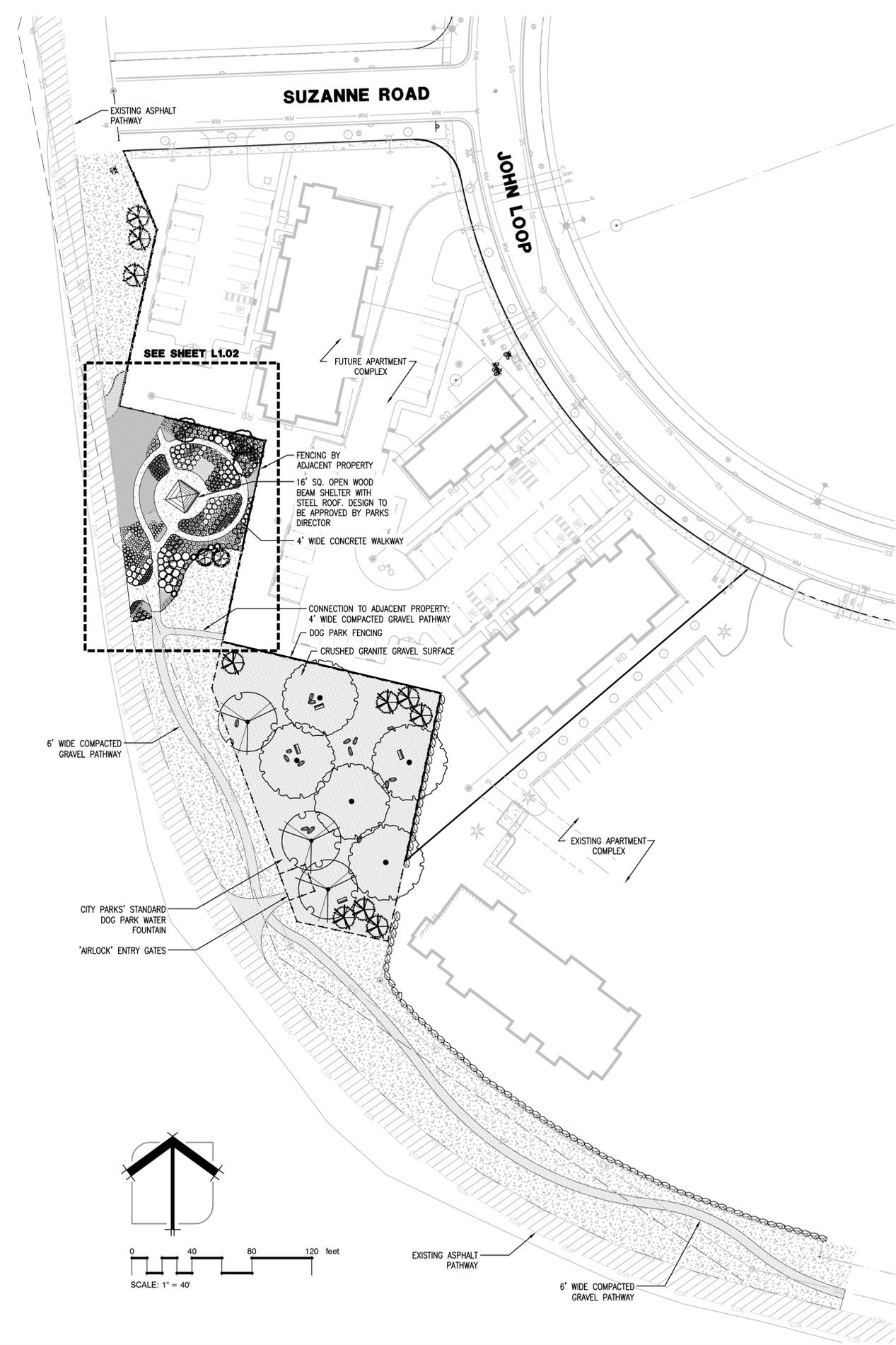


1 DECIDUOUS TREE PLANTING
NTS

- NOTES:**
- SEE SPECIFICATIONS FOR FERTILIZER APPLICATION.
 - DRIVE STAKES OUTSIDE OF ROOT BALL - SINGLE STAKE TREES LESS THAN 6'.
 - PLACE CROWN OF TREE 1" ABOVE FINISHED GRADE.
 - REFER TO SPECS FOR ADD'L INFORMATION.



2 CONIFER TREE PLANTING
NTS



Revisions:

Sheet Title:
SITE PLAN

Designed by: CDA/SS Drawn by: CDA/SS Checked by: CDA

Sheet No.
L1.01
1 of X Sheets

Project Title:
**RIVERSTONE
POCKET PARK
Coeur d'Alene, Idaho**

Client:
WHITEWATER CREEK

8421 Government Way
Hayden, Idaho 83835
TODD PRESCOTT
208.772.0108

Job No.
2130477.40

Issue Set & Date:
**PARKS COMMISSION
REVIEW**
11.05.13



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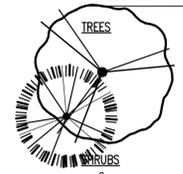
Revisions:

Sheet Title:
**XERIC GARDEN
PLANTING
PLAN**

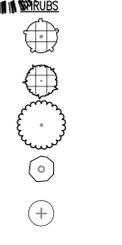
Designed by: CDA/SS Drawn by: CDA/SS Checked by: CDA

Sheet No.
L1.02
2 of X Sheets

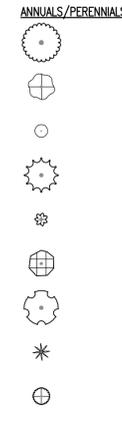
PLANT SCHEDULE XERIC GARDEN



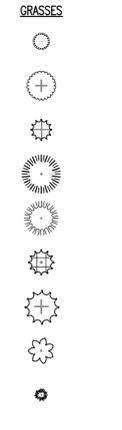
COMMON NAME / BOTANICAL NAME	CONT	GAL	SIZE	QTY
Persian Parrotia / Parrotia persica 'Vanessa'	B & B	2.5"	Cal	3
Vanderwolf's Pyramid Pine / Pinus flexilis 'Vanderwolf's Pyramid'	B & B		6-8' H	2



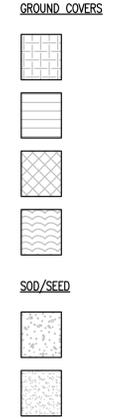
COMMON NAME / BOTANICAL NAME	CONT	QTY
Jerusalem Sage / Phlomis russelliana	3 gal	17
Dwarf Mugo Pine / Pinus mugo pumilio	3 gal	31
Alpine Currant / Ribes alpinum	3 gal	14
Birchleaf Spirea / Spiraea betulifolia 'Tor'	3 gal	40
Neon Flash Spirea / Spiraea x bumalda 'Neon Flash'	3 gal	36



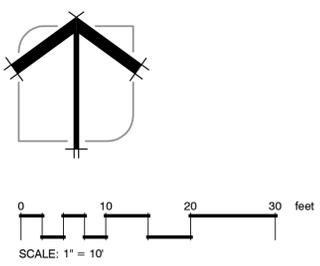
COMMON NAME / BOTANICAL NAME	CONT	QTY
Terra Cotta Yarrow / Achillea millefolium 'Terra Cotta'	1 gal	18
Blue Wild Indigo / Baptisia australis	1 gal	29
Bachelor's Button / Centaurea montana	1 gal	18
Day Lily / Hemerocallis x Sherwood Cheer	1 gal	23
Daylily / Hemerocallis x 'Chicago Apache'	1 gal	20
Catmint / Nepeta racemosa 'Walker's Low'	1 gal	18
Russian Sage / Perovskia atriplicifolia	3 gal	18
Black-eyed Susan / Rudbeckia fulgida sultivantii 'Goldsturm'	1 gal	33
Meadow Sage / Salvia x superba 'May Night'	1 gal	33



COMMON NAME / BOTANICAL NAME	CONT	QTY
Blue Grama / Bouteloua gracilis 'Blonde Ambition'	1 gal	39
Feather Reed Grass / Calamagrostis x acutiflora 'Avalanche'	1 gal	7
Blue Oat Grass / Helictotrichon sempervirens	1 gal	32
Graziella Maiden Grass / Miscanthus sinensis 'Graziella'	1 gal	6
Eulalia Grass / Miscanthus sinensis 'Morning Light'	1 gal	10
Flame Grass / Miscanthus sinensis 'Purpureus'	1 gal	35
Skyracer Moor Grass / Molinia arundinacea 'Skyracer'	1 gal	15
Burgundy Switch Grass / Panicum virgatum 'Shenendoah'	1 gal	24
Hamel Dwarf Fountain Grass / Pennisetum alopecuroides 'Hamel'	1 gal	50



COMMON NAME / BOTANICAL NAME	CONT	SPACING	QTY
Kinnickinnick / Aretostaphylos uva-ursi	1 gal	36" o.c.	8
Blue Fescue / Festuca ovina glauca 'Elijah Blue' from flat or seed	flat	12" o.c.	394
Spike Gayfeather / Liatris spicata 'Kobold'	1 gal	18" o.c.	75
Goldmoss Stonecrop / Sedum acre	1 gal	10" o.c.	93
COMMON NAME / BOTANICAL NAME	CONT	SPACING	QTY
Native Meadow Mix / Dryland Meadow Seed Non-irrigated	seed		7,217 sf
Fescue Blend Sod / RTF Sod Available through Desert Green Turf, Moses Lake, WA	sod		1,809 sf



November 25, 2013
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Deanna Goodlander
Council Member Dan Gookin
Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Tim Martin, Street Superintendent
Mike Gridley, City Attorney
Renata McLeod, City Clerk
Troy Tymesen, Finance Director

Item 1 Sidewalk Policy – Proposed Amendment
Agenda Item

Jon Ingalls, Deputy City Administrator, presented a request to consider an amendment to Resolution No. 08-050, a resolution that established the Americans with Disabilities Act (ADA) Sidewalk Hazard Abatement Program and direct staff to explore a partnership between the city and the Lake City Development Corporation (LCDC) and the Downtown Association to accomplish repairs to certain downtown sidewalk areas.

Mr. Ingalls stated in his staff report that by Resolution 08-050 the City Council adopted a goal of bringing city sidewalks into compliance with the Americans with Disabilities Act (ADA). This program established funding for an in-house crew to accomplish approximately 5,000 lineal feet of repairs annually in areas as prioritized in the 5 Year Abatement Plan. While not specifically excluded from the policy, staff understood at the inception of the creation of the ADA Hazard Abatement program that the City Council preferred, at least initially, to focus resources in other locations than downtown. The City Council may wish to consider directing staff to focus resources downtown for the following reasons: (1) a key overarching goal of the ADA Abatement program is to focus repairs “in a geographic area that first focused on civic areas, then commercial areas, followed by residential areas.” The downtown core is an area that clearly meets the civic and commercial criteria; (2) many downtown sidewalks are badly in need of attention due to upheaving of tree roots and settling of pavers. Corner ped ramps do not meet current ADA standards; (3) attempts to facilitate compliance via letters sent to property owners in October 2010 have been largely ineffective at bringing about meaningful progress; (4) the city’s ADA Abatement crew could implement repairs over a two year period beginning in the spring/summer of 2014 and continuing in 2015 using a portion of their annual capacity (keeping some capacity in reserve for any urgent/exigent priority repairs elsewhere) if partnership funding was provided by the LCDC and the Downtown Association.

Mr. Ingalls’ staff report further noted that staff has recently met with LCDC’s Executive Director and discussed forming a partnership project to expeditiously complete these repairs using a combination of city and LCDC resources. If the City Council was open to utilizing the city’s ADA Abatement resources, staff would approach the LCDC with a proposal requesting that LCDC contribute funding in an amount approximate to the value of the cost of retrofitting corners to meet ADA compliance and ask the Downtown Association to contribute an amount approximate to the repairs of trees and tree wells/grates.

Mr. Ingalls noted in his Powerpoint presentation that the best method to repair the downtown sidewalks would be to use the in-house crew to take on this project with some support from LCDC and the Downtown Association. He would have high confidence that as the city team works downtown, they would do their best to limit their impact on abutting business owners. Mr. Ingalls discussed the scope of the project, which would entail Lakeside Avenue down to the Chamber building, and then around to Sherman up to 7th/8th Street, and then the side streets between them, which is basically the area where the decorative pavers are located downtown. There will be some tree removal, possibly about 8 to 10 trees. Mr. Ingalls mentioned that the corners on Sherman Avenue are not ADA compliant and will need to be reworked. The contribution from the Downtown Association would be to help with cost of the trees, and they would ask for assistance from LCDC for the funding necessary for the materials to make the corners compliant.

The city's contribution would be 75% of two years' worth of ADA funding, or \$300,000. They would want to reserve some capacity to respond to unforeseen emergent issues. The cost of LCDC's contribution would be \$35,000 a year for two years, or \$70,000. The Downtown Association cost would be \$30,000, or \$15,000 a year for two years. Mr. Ingalls explained the reasoning behind repairing the sidewalks in-house, including increased flexibility, coordination, trust in the crew, and affordability.

Mr. Ingalls confirmed that the pavers were installed around 1989, and who would decide if a tree needed to go. Mr. Ingalls said that they would still go the extra mile and talk to the property owners to try to get their buy in in regard to the removal of trees. He noted that when you are dealing with uncertainty, dealing with things in-house would eliminate a lot of change orders.

Councilman Goodlander opened the meeting for public comment.

Rick and Jan Carr, 513 Sherman Avenue, said that they have a shop and building downtown. Ms. Carr said that she has seen so many people fall in front of their shops on 5th. It is a heavily trafficked area and a big problem. As a downtown business owner, she wants to make sure that the customers walking up and down their streets feel safe and don't have to be looking down but, instead, are looking in their store windows. Mr. Carr said that he personally has fallen across from Mannis Investigations on Sherman, and while he thinks the pavers are nice and beautiful, he doesn't believe they are necessary. He wondered if it makes sense, from a construction standpoint, to remove all of the pavers and replace them with concrete, or to just insert concrete where needed. As far as trees coming out, he understands the concern, but as far as safety and what it is doing to sewer, electrical, and in some cases the building fronts, he thinks it is only a matter of time before the roots back up against the front of the stores. He doesn't think it is a question of if it needs to be done, but the question is timing and when it can be done. He asked for consideration of the peak downtown season when planning the repairs, which runs from May through October.

Councilman Gookin asked why, if this is the businesses sidewalk, they don't fix it themselves. Ms. Carr said that it is a public walkway and she doesn't control the planting of the trees or any of the sidewalks. She can't do things out on the sidewalk that she would like to do because it is a public walkway and she finds it difficult to think that she should have to fund it. Mr. Carr said the cause of the problems seems to be the trees that are planting and the roots of the trees. She finds it difficult to think that she should have to fund it. Rick – the cause of this problem seems to be that the trees are planted there and the roots of the trees are causing the concrete to break up. Like anything else, he believes the responsible parties would be the parties who planted the trees. He did not plant the trees, and the trees were put in for the benefit of all citizens. He thinks that it is fair to think that we all have to partake in the repair of the sidewalks.

Councilman Gookin said that the sidewalks are really part of the city's infrastructure as far as transportation is concerned and asked by the Business Improvement Districts and the Limited Improvement Districts were left out. Mr. Ingalls responded that at the time the program was stated, it didn't feel right for council at that time to ask the public for foregone taxes and put that money into the downtown area. It made more sense to "connect the dots" and make sense of the original investment and then move downtown. Mr. Gridley said that the downtown had a design project with pavers and trees to be done in a certain way. Part of the thinking was there is a mechanism already with the BID for the uniform look and so the thought was to let them solve the problem. The reality is there has been kind of "analysis paralysis." Both the property owners and presumably the city have liability if someone is injured. The question is should the city do the repairs now or wait until they get a claim and fight about who should have done the repairs.

Mr. Martin said there are certain areas in the downtown where the Street's Department has had to re-lay pavers and they feel comfortable doing that. Mr. Cooper said the Downtown Association has pavers stored in case of a situation where they would need to be used somewhere else so they would not have to buy all new pavers. The excess pavers were acquired as a result of the McEuen construction.

Chairman Goodlander asked what the Downtown Association's stand was in regard pavers as opposed to more concrete? Mr. Cooper said that the tree is the main focus. There are different newer designs for tree culverts now than when they were done in 1990. If they can contain the tree roots, that would be their goal.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, that the amendment to Resolution 08-050 establishing the Americans With Disabilities Act (ADA) Sidewalk Hazard Abatement Program and directing staff to explore a partnership between the City and the Lake City Development Corporation (LCDC) and the Downtown Association to accomplish repairs to certain downtown sidewalk areas be moved forward to the full council for input. Seconded by Gookin. Motion carried.

The meeting adjourned at 4:39 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS
STAFF REPORT**

DATE: November 25, 2013
FROM: Jon Ingalls, Deputy City Administrator

SUBJECT: SIDEWALK POLICY – PROPOSED AMENDMENT

DECISION POINT:

The Council is requested to consider an amendment to Resolution No. 08-050, a resolution that established the Americans With Disabilities Act (ADA) Sidewalk Hazard Abatement Program and direct staff to explore a partnership between the city and the Lake City Development Corporation (LCDC) and the Downtown Association to accomplish repairs to certain downtown sidewalk areas.

HISTORY:

By Resolution 08-050, the City Council has adopted a goal of bringing city sidewalks into compliance with the Americans With Disabilities Act (ADA). This program established funding (FY 2012-2013 amount is \$219,904) for an in-house crew to accomplish approximately 5,000 lineal feet of repairs annually in areas as prioritized in the 5 Year Abatement Plan. Specifically excluded from the policy adopted by Resolution No. 08-050 were properties relating to a Local Improvement District (LID) or Business Improvement District (BID) as stated:

“LOCAL IMPROVEMENT DISTRICT (LID)/STREET RECONSTRUCTION/BUSINESS IMPROVEMENT DISTRICT (BID). When considered as an integral part of a Local Improvement District or street reconstruction project, sidewalk improvements shall remain the responsibility of the abutting property owner. Similarly, this policy does not change sidewalk responsibilities agreed to under a BID agreement.”

The City Council may wish to consider amending the policy to eliminate the above exclusion for the following reasons:

- A key overarching goal of the ADA Abatement program is to focus repairs “in a geographic area that first focused on civic areas, then commercial areas, followed by residential areas.” The downtown core is an area that clearly meets the civic and commercial criteria.
- Many downtown sidewalks are badly in need of attention due to upheaving of tree roots and settling of pavers. Corner ped ramps do not meet current ADA standards.
- Attempts to facilitate compliance via letters sent to property owners (October 2010) have been largely ineffective at bringing about meaningful progress.
- The city’s ADA Abatement crew could implement repairs over a two year period beginning in the spring/summer of 2014 and continuing in 2015 using a portion of their annual capacity (keeping some capacity in reserve for any urgent/exigent priority repairs elsewhere) if partnership funding was provided by the LCDC and the Downtown Association.

FINANCIAL ANALYSIS:

In 2010 a survey of downtown sidewalks was updated that identified a total of 106 properties where there were significant deficiencies located on Sherman Avenue and Lakeside Avenues (between 1st and 7th Streets) as well as properties abutting the side streets between Sherman and Lakeside (e.g., 1st, 2nd, 3rd, etc.). The total cost to repair these deficiencies is currently estimated to cost \$400,000.

Staff has recently met with LCDC’s Executive Director and discussed forming a partnership project to expeditiously complete these repairs using a combination of city and LCDC resources. If the City Council was open to utilizing the city’s ADA Abatement resources (e.g., a 75 percent commitment of ADA resources per year for two years) staff would approach the LCDC with a

proposal requesting that LCDC contribute funding in an amount approximate to the value of the cost of retrofitting corners to meet ADA compliance (\$70,000 total, \$35,000 per year for two years) and ask the Downtown Association to contribute an amount approximate to the repairs of trees and tree wells/grates (\$30,000 total \$15,000 per year for two years).

PERFORMANCE ANALYSIS:

Surveys of the city’s downtown sidewalk system reveal many sidewalks that are either in a deteriorated condition or out of compliance with ADA standards. Safe and accessible sidewalks not only enable the city to meet ADA mandates, but they provide a community benefit to all citizens. The following sidewalk action plan is designed to attain ADA compliance and provide safe pedestrian travel:

DECISION POINT/RECOMMENDATION:

It is recommended that the City amend Resolution No. 08-050 that established the Americans With Disabilities Act (ADA) Sidewalk Hazard Abatement Program to eliminate language on LID/BID exclusions and direct staff to explore a partnership between the city, the Lake City Development Corporation (LCDC) and the Downtown Association to accomplish repairs to certain downtown sidewalk areas.

Attachments:

- 1) Resolution No. 08-050
- 2) Sidewalk & Curb Ramp – Accessibility Policy

RESOLUTION NO. 08-050

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
ESTABLISHING A SIDEWALK CURB RAMP – ACCESSIBILITY POLICY.**

WHEREAS, The Mayor and City Council have deemed it advisable and necessary for the City to determine how best to comply with the requirements of the Americans with Disabilities Act regarding the provision of accessible sidewalks given the financial and other resources available to the City; and

WHEREAS, The Mayor and City Council have determined that the provision of accessible sidewalks benefits all of the residents of Coeur d'Alene; and

WHEREAS, The Mayor and City Council have considered multiple options for repairing and/or replacing broken or non-compliant sidewalks and curb ramps, including requiring property owners to make the necessary repairs, forming Local Improvement Districts, pursuing legislative authorization for a special assessment for sidewalk repairs, contracting with private industry to make the repairs and performing the repairs in house; and

WHEREAS, The Mayor and City Council has asked for and received significant public input at multiple public meetings regarding the best and most cost effective means of repairing sidewalks; and

WHEREAS, based on this public input and the direction from the Mayor and City Council, City Staff has proposed the policy attached hereto as "Exhibit A"; and

WHEREAS, The attached policy was presented to the Public Works Committee of the City Council on September 8, 2008, who recommended that the City Council adopt the policy; and

WHEREAS, the Mayor and City Council have determined that the attached policy is the best option for repairing and/or replacing damaged or non-compliant sidewalks given the financial and other resources available to the City; and

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

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

DATED this 16th day of September, 2008

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY (REVISED)

BACKGROUND: In response to the Americans With Disabilities Act (ADA), the City of Coeur d'Alene is mandated to provide accessible pedestrian routes within the City. Surveys of the city's sidewalk system reveal many sidewalks that are either in a deteriorated condition or out of compliance with ADA standards. Safe and accessible sidewalks not only enable the city to meet ADA mandates, but they provide a community benefit to all citizens. The following sidewalk action plan is designed to attain ADA compliance and provide safe pedestrian travel:

1. Continued enforcement – Regarding sidewalks, the Municipal Code remains unchanged, and states that the sidewalk abutting a property is the property owner's responsibility. Therefore, the city's code enforcement processes will continue to be utilized as an enforcement/maintenance mechanism in situations where complaints arise over a non-compliant section of sidewalk that is not identified in the City's annual work plan under the ADA Hazard Abatement Account identified below.
2. ADA Hazard Abatement Account – This account will fund repairs for ADA sidewalk deficiencies that are included in a 5 Year Priority Plan that will be updated and approved by the City Council on a yearly basis. The ADA Hazard Abatement Account is expected to fund an average annual scope of work of approximately 5,000 lineal feet of sidewalk repairs per year. Work will be accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. This account will begin at \$200,000/year and would be adjusted annually for inflation.
3. Curb ramps – In conjunction with sidewalk improvements, the City will include the installation/repair of curb ramps. Since sidewalks and curb ramps provide a benefit to the entire community, they have been funded out of the City's General Fund.
4. Development projects - per ordinance 12.28.210 (C), sidewalk repairs and improvements will be required as triggered by a building permit greater than \$15,000 (or current permit trigger value if \$15,000 is increased by ordinance). Funding and execution of these improvements and repairs remains the responsibility of the abutting property owner. Similarly, sidewalks for new subdivisions will continue to be the responsibility of the developer.
5. Prioritization – the City will gather citizen input such as through the Ped/Bike Committee or other similar forum to help establish a systematic prioritization that ensures an effective compliance schedule and the greatest return on resource expenditure. In the past, City policy was to prioritize ADA accessibility to those streets being overlaid. Going forward, this policy change would prioritize ADA accessibility work in a geographic area first focused on civic areas, then commercial areas, followed by residential.

The following policy clearly states the City's method of accessibility compliance for public rights-of-way.

POLICY
ACCESSIBILITY FOR PUBLIC RIGHTS-OF-WAY

SIDEWALKS/CURB RAMPS: ADA Hazard Abatement Account – sidewalk repair and curb ramp installation, other than those triggered by building permit and subdivision ordinances, shall be funded out an ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. Non-compliant driveway approaches will remain the responsibility of the abutting property owner. This account would be increased annually to keep pace with inflation. This work shall be prioritized by geographic area, first focused on civic areas, then commercial areas, followed by residential.

WATER, SEWER, AND STORMWATER INSTALLATIONS: Whenever a street alteration (generally work greater than one block of curb to curb street removal/replacement) occurs due to the replacement of a water line, sewer line, or stormwater line as a result of a City utility project, the Utility shall install curb ramps along the route of the pipeline and bring abutting sidewalks into ADA compliance.

SPECIAL REQUESTS AND SIDEWALK COMPLAINTS: Requests for installation of curb ramps, outside of the approved annual work plan, will be evaluated on a case by case basis. The City may install curb ramps in response to a special request from a citizen with a demonstrated need and evaluation by the City’s ADA Compliance Officer. Complaints received regarding non-complaint sidewalks will be addressed in accordance with City Code. The adjacent property owners are responsible to mitigate any non-compliant sidewalks.

LOCAL IMPROVEMENT DISTRICT (LID)/STREET RECONSTRUCTION/BUSINESS IMPROVEMENT DISTRICT (BID). When considered as an integral part of a Local Improvement District or street reconstruction project, sidewalk improvements shall remain the responsibility of the abutting property owner. Similarly, this policy does not change sidewalk responsibilities agreed to under a BID agreement.

SIDEWALK INCENTIVE PROGRAM. The City of Coeur d’Alene will reimburse documented residential property owner expenditures for sidewalk removal and replacement, including City encroachment permit fees, at \$20 per lineal foot of sidewalk replaced up to a maximum of \$500 per property per year. Expenditures are eligible for reimbursement provided they meet the following conditions.

- An application for reimbursement is completed and an encroachment permit is obtained. A satisfactory final approval by the City must be obtained.
- The property is residential (single family, duplex, or multi-family).
- The sidewalk replaced must meet the City’s replacement guidelines. This must be verified by the City prior to submittal for reimbursement.
- The work was not required as a condition of issuance of a building permit or any other discretionary approval by the City.

Reimbursement will be made on a first-come first-served basis. The City Council will establish the annual budget for the reimbursement account. Once the funds are expended, eligible requests will be placed on waiting list for the next budget year or until additional funds become available.

OTHER BUSINESS



Kootenai County Clerk Clifford T. Hayes

Auditor · Clerk of the District Court · County Assistance · Elections · Recorder

451 Government Way · P.O. Box 9000

Coeur d'Alene, ID 83816-9000

Phone (208) 446-1651 · Fax (208) 446-1662

<http://www.kcgov.us/departments/clerk> · Email chayes@kcgov.us

November 5, 2013 Election Canvass Actions & Outcomes

Machine Accuracy Verified (per Idaho Code 34-2416)

Two models of ballot counting machines were tested by Elections management and staff on November 4, 2013 in the presence of Commissioner Green, Clerk Hayes, Chief Deputy Clerk Raffee, Chief Deputy Secretary of State Tim Hurst, several candidates and some media representatives. Both machines were tested again about 7:30 PM on November 5, before any ballots were counted. Only one machine was used to count ballots, and this machine was tested again at approximately 11:30PM after all voted ballots were counted. All machine reports showed 100% agreement with the test deck in every test.

Public Notification

Unofficial election results were posted online 11:13PM on November 5, 2013. The by-precinct Unofficial results were posted online by 2:00PM on November 6, 2013.

Audits Performed by Elections Staff 11/6/13 through 11/13/13

Ballots cast in the precincts were matched against the ballot stubs and signatures in the poll books received from poll workers (per Idaho Code 34-1202). Early voting ballots received and counted totaled 1,122. Mail out absentee ballots received, envelopes counted, and ballots counted all totaled 2,932. The number of early and mailed absentee ballots given out totaled 4,054, but the total number of early and mailed absentee ballots counted by machine was 4,053. Elections staff researched this situation and found one ballot was still stuck in the yellow voted-ballot envelope and had not been counted. (The double-check procedure to prevent this circumstance had not been followed exactly and Elections management is remedying this situation to prevent a recurrence.) Upon confirmation from the Secretary of State's office, this ballot was added to the Unofficial results before the canvass; the fire district was contacted; and the voter abstract was updated before the results were made Official in the canvass with the Board of County Commissioners.

Absentee ballots voided in the precincts or by the Elections staff were scrutinized, and the report attached details each ballot, its reasons and the actions taken.

Errors

Poll workers in the following precincts made ballot issuance or voter registration errors:

Precinct 1 allowed two people to register and vote who were not eligible.

Precinct 30 allowed one voter to vote twice on a Post Falls/Kootenai Fire ballot. (They had written "spoiled" on the first ballot, but allowed the voter to place it in the ballot box and still gave him a second ballot.) Precinct 30 poll workers also issued 4 Post Falls/Kootenai Fire ballots when the voters were only eligible for the Kootenai Fire ballots.



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November 5, 2013 Election Canvass Actions & Outcomes, continued

Errors, continued

Precinct 33 apparently had two ballots stick together, as they had one more ballot cast than the number of signatures in the poll book, and one ballot had no "Official Ballot" stamp on it.

Precinct 43 issued 9 Huetter/Kootenai Fire ballots to voters who were only eligible for Kootenai Fire ballots.

Precinct 47 issued one Coeur d'Alene ballot to a voter who should have received Kootenai Fire.

Precinct 54 allowed one voter to register and vote who belonged in Precinct 55.

Precinct 55 had one more ballot cast than signatures in their poll book. Apparently two ballots stuck together, as one ballot did not have the "Official Ballot" stamp on it; both ballots were voted.

Precinct 56 allowed one voter to register and vote who belonged in Precinct 53, and another to register and vote who belonged in Precinct 59.

Precinct 58 allowed two people to register and vote who belonged in Precinct 59.

None of these errors affected the outcome of any race in this election. Procedures to prevent all these errors were emphasized in poll worker training, and will continue to be. Of the 8,904 ballots issued in the precincts during this election, only 17 ballots (less than 1%) were issued incorrectly, and 14 of the 17 incorrect ballots were issued in two precincts.

Elections staff issued one incorrect ballot to an early voter who had changed residency. This error occurred because the voter either did not take his ballot code card from one desk to the other where he was issued a ballot, or he pocketed his ballot code card between the two desks. Elections management is revising both the size and the color of the ballot code card to eliminate the possibility of a recurrence.

Unusual Events in this Election

Precincts 52, 55, 57, 58 & 70 ran out of ballots; absentee ballots were delivered to these precincts so all voters were able to be accommodated. A few voters in Precinct 57 had to wait five minutes for the additional ballot delivery, however. Six other precincts thought they were going to run out of ballots, so absentee ballots were delivered to them which were not ultimately used. Elections management realizes that we need to educate poll workers on the tradeoffs of ballot cost versus their comfort level, since all unused ballots are destroyed after the polls close. (With election consolidation, it is common for precincts to have two and three ballot types, further increasing the potential for waste.)

Turnout

The overall voter turnout in this election was 24%; by precinct, turnout varied from a low of 2.45% to a high of 37.65%. 18 precincts experienced less than 10% voter turnout; 7 of these had less than 5% turnout.



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STATE OF IDAHO

} ss.

COUNTY OF Kootenai

I, Clifford T. Hayes, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named as they appeared on the election ballot for the **City/Fire District Election** held on **November 5, 2013** for the **City of Coeur d'Alene** as shown by the record of the Board of Canvassers filed in my office this **15th** day of **November, 2013**.

Handwritten signature of Clifford T. Hayes in black ink.

County Clerk



Kootenai County
November 5, 2013
City/Fire District Election

Coeur d'Alene City

Precinct	Mayor			City Council Seat #2	
	Joseph B. Kunka	Mary Souza	Steve Widmyer	Amy Evans	Chris Fillios
37	0	18	21	22	18
38	18	155	224	221	169
39	10	143	181	181	143
40	5	149	156	154	149
42	2	72	102	98	70
43	2	143	172	156	148
44	2	89	114	118	83
45	4	92	72	90	76
46	2	174	162	166	169
47	3	199	179	176	198
48	3	56	74	78	53
49	3	108	108	123	93
50	2	78	106	107	77
51	2	46	60	56	46
52	4	93	100	105	90
53	5	92	99	102	86
54	1	76	162	156	81
55	4	60	134	129	65
56	2	55	121	124	48
57	0	72	99	102	63
58	2	79	191	195	75
59	4	43	101	108	38
60	3	55	91	90	58
61	0	19	27	33	13
62	1	54	53	48	57
ABS 72	48	1336	1810	1861	1298
Co. Total	132	3556	4719	4799	3464

Kootenai County
November 5, 2013
City/Fire District Election

Coeur d'Alene City

Precinct	City Council Seat #4			City Council Seat #6		
	Amber Copeland	Sharon Hebert	Woody McEvers	Noel Adam	Gary Herfurth	Kiki Miller
37	2	19	19	15	2	22
38	32	153	205	147	17	223
39	25	123	173	119	25	175
40	29	133	141	135	15	154
42	13	70	89	67	10	93
43	26	123	152	122	14	171
44	15	74	111	75	9	116
45	28	72	64	85	12	67
46	22	153	158	154	26	154
47	34	178	150	195	17	159
48	14	47	70	51	7	73
49	20	76	119	95	14	105
50	12	68	104	67	7	110
51	12	36	56	38	7	58
52	27	84	83	83	11	99
53	20	81	87	87	14	87
54	19	77	141	71	5	159
55	16	58	123	66	8	121
56	16	46	110	45	5	121
57	18	57	91	64	7	97
58	27	73	172	65	9	198
59	12	32	102	37	8	101
60	12	48	82	43	7	97
61	10	10	25	13	0	32
62	15	47	42	46	5	52
ABS 72	180	1300	1685	1234	122	1800
Co. Total	656	3238	4354	3219	383	4644

Kootenai County
November 5, 2013
City/Fire District Election

Coeur d'Alene City

Several Precincts ran out of ballots on Election day and were taken Absentee ballots to be voted.

<u>Precinct</u>	<u>ABS ballots</u>
52	11
55	3
57	3
58	14
Total	31

Absentee Voting Totals

Voided	Mail-out	Early
79	2264	913