



# Coeur d'Alene

## CITY COUNCIL MEETING

*May 3, 2011*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM  
APRIL 19, 2011**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 19, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION** was led by Pastor Paul VanNoy, Candlelight Christian Fellowship.

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

**PROCLAMATION – “ARBOR WEEK”:** On behalf of Mayor Bloem, Councilman Bruning read the proclamation proclaiming the week of April 24<sup>th</sup> to April 30<sup>th</sup> as “Arbor Week” in the City of Coeur d'Alene. Urban Forestry Committee Student Representative Nicholas Radobenko accepted the proclamation. Nicholas outlined the activities that will take place during Arbor Week. John Schwandt of the Urban Forestry Committee explained the Arbor Day Button Art contest and showed the winning art.

**PRESENTATION – CHILDCARE COMMISSION:** Mayor Bloem introduced the Childcare Commission members and then presented Kim Torgerson with a plaque for her work as a child care provider.

**PUBLIC COMMENT:** Mayor Bloem called for public comments with none being received.

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

1. Approval of minutes for April 5, 14, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, April 25th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11:013: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A BID AWARD AND CONTRACT TO BUDDY'S BACKHOE FOR THE CATCH BASIN REPLACEMENT PROJECT; APPROVING A LEASE RENEWAL WITH JAMES KOON AND ASSOCIATES FOR THE LEGAL

DEPARTMENT OFFICE SPACE AT 816 SHERMAN AVENUE; APPROVING CHANGE ORDER NO. 1 WITH CMEC, INC. FOR THE WWTP SECONDARY CLARIFIER #2 COATING REPLACEMENT; APPROVING CHANGE ORDER NO. 5 WITH CONTRACTORS NORTHWEST, INC. FOR THE WWTP PHASE 5B CONSTRUCTION.

4. Declaring a Recreation Department 1995 Crown Victoria as surplus and authorizing staff to send the vehicle to auction.
5. Approval of bills as submitted and on file in the City Clerk's Office.
6. Acceptance of grant deed for right-of-way for the Education Corridor Reconstruction Project.
7. Setting of Public Hearings: ZC-2-11 – Zone Change at 1813 N. Gov't Way for June 7, 2011.
8. Approval of outdoor eating facility encroachment permit for Bo Jacks at 816 N. 4<sup>th</sup>.

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

**COUNCIL COMMENTS:**

COUNCILMAN KENNEDY: Councilman Kennedy announced that a new drive is being starting to help the homeless with such personal care items as toothpaste, deodorant, shampoo, etc. Jenny Taylor, a Forest Service employee, is organizing the drive. The next meeting is April 26<sup>th</sup> at 6:30 p.m. at the St. Pius X Church gym. If you would like to donate, please contact Jenny Taylor at 755-4216.

COUNCILMAN EDINGER: Councilman Edinger announced that the City's Police Department and the Enough is Enough Committee will be holding another Drug Prescription Turn In from 10 a.m. – 2 p.m. on Saturday April 30<sup>th</sup> at the Cd'A High School.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that on April 14<sup>th</sup>, Deputy Chief Glenn Lauper taught a fire, cause and determination class to members of the Idaho Department of Lands and the US Forest Service. Deputy Chief Jim Washko gave a presentation to the Bonner County Local Emergency Planning Commission on the services available from our Technical Rescue team. Also, last weekend the Fire Department hosted the North Idaho Fire Academy. The Coeur d'Alene Police Department has a new Facebook Page at [www.facebook.com/CoeurAlenePD](http://www.facebook.com/CoeurAlenePD). Click on "Like" to receive updates on ongoing events, crime prevention tips, press releases, and much, much more! A "Prescription Drug Turn-in Day" is being held on April 30<sup>th</sup>, at the Coeur d'Alene High School Commons. For more information, call 769-2320. The city's Engineering Department will begin the Catch Basin Replacement Project on Friday, April 22<sup>nd</sup>. It is scheduled to be completed by May 21<sup>st</sup>. For more information, please call Dennis Grant at 769-2398 or email him at [dennisg@cdaid.org](mailto:dennisg@cdaid.org). A Multi-Agency Citizens Academy will be starting May 10<sup>th</sup> at 6:00 p.m. For additional questions about the Citizens Academy, call Sgt. Christie Wood at Coeur d'Alene Police, 769-2320. This meeting's safety tip from the Ped/Bike Committee: Always be on the lookout for children when driving through residential neighborhoods and school areas. Slow down and be ready to react! The City of Coeur d'Alene continuously accepts applications and holds them on file for one year for the positions of Police Officer, Secretarial/Clerical, Janitorial, Library Clerk, and Attorney. For applications and job information, please visit our website at [www.cdaid.org](http://www.cdaid.org) or call the Human Resources Department at 769-2205. There are two vacancies on the city's Natural Open Space Committee. If you are interested in serving, please contact Amy Ferguson, 666-5754, for an

application. There are two vacancies on the city's Noise Abatement Board. If you are interested in serving, please contact Susan Weathers at 769-2231 for an application. Backflow assemblies must be tested annually at spring irrigation start up. This test, performed by a private, state-licensed backflow tester (the City of Coeur d'Alene has a list of approved testers), verifies that the assembly is functioning correctly. If you have any questions or wish to obtain a state-licensed backflow tester list, contact the City of Coeur d'Alene Water Department at 769-2379. The Coeur d'Alene Public Library's spring programs begin April 12<sup>th</sup> and continue through May 12<sup>th</sup>. No registration is required for these free weekly activities. Deputy City Administrator Jon Ingalls spoke with ITD regarding the mega-loads coming through town from US 95 to I-90. The City has settled six lawsuits for the Sanders Beach area and if you would like to have more information, please contact the City Attorney. Accepting bids for the Education Corridor is planned for May 16<sup>th</sup>. The City Council will be meeting this Thursday for their annual Strategic Planning. She announced that the next step in the McEuen Park project is to hold an open house for May 5<sup>th</sup> in the Library Community Room from 6-8 p.m. in order for the public to review the changes made to the initial design.

#### RESOLUTION NO. 11-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR CONSTRUCTION OF SMA-7155 N GOVERNMENT WAY; HANLEY AVENUE TO PRAIRIE AVENUE WITH THE IDAHO TRANSPORTATION DEPARTMENT , HEREINAFTER CALLED THE STATE.

STAFF REPORT: City Engineer Gordon Dobler reported that last year, the City applied for a federal grant of \$2,541,700 for the design and right-of-way acquisition of Government Way from Hanley Ave to Prairie Ave. The City of Coeur d'Alene is the sponsor of the project, but it will be a multi-jurisdictional project involving Coeur d'Alene, Lakes Highway District, and the City of Hayden.

There is a 7.34% match required, so the total match is estimated at \$201,300. The total project cost is estimated to be \$2,743,000. Both Lakes Highway District and the City of Hayden have jurisdiction over half of the project length (1/4 each) and they have agreed to fund 25% (each) of the required match. An MOU is being drafted and will be brought to Council shortly. The City has budgeted our portion of the match, approximately \$100,000, this fiscal year, but the actual costs are incurred as funds are expended over the next two to three years. The grant funds for design (\$387,000) are available in this fiscal year and the funds for right-of-way acquisition (\$2,154,400) will be available in FY 2014 and 2015. Although funds for construction are not programmed yet, it is anticipated that they will be available in FY 2016 or 2017.

The project includes the widening of Government Way to five lanes, bike lanes on both sides, reconstruction of the signal at Prairie Ave and the extension of Wilbur Ave from Government Way to US95. In addition, ITD District 1 has agreed to sponsor a companion project that would construct the signal at Wilbur / US95 as well as remove the signal at Canfield / US95 and install the restricted left turn medians at Canfield / US95 and related modifications Aqua /US 95 intersections. These modifications were identified in the 2009 US 95 Access Study adopted by KMPO and ITD.

Motion by McEvers, seconded Edinger to adopt Resolution No. 11-014.

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

**RCA-2-11 STIMSON MILL SITE (FORMERLY KNOWN AS ATLAS MILL SITE):**

Deputy City Attorney Warren Wilson reminded the Council of the purpose of an “RCA”. City Planner Tami Stroud presented the request from River’s Edge Apartments L.L.C. for approval of a request for consideration of annexation for the Atlas mill site which is a +/- 61.5 acre parcel located between Seltice Way, the Spokane River, and the Mill River development.

Lanzce Douglass, 1402 Magnesium Rd., Spokane, Washington, applicant noted that the “finger” of land between the subject property and Mill River to the west is approximately 4-5 acres in size and the reason the property north of this property is not included in this request is because he does not own that property.

Motion by Goodlander, seconded by Edinger to authorize the applicant for the Stimson Mill Site (formerly known as Atlas Mill) to proceed with the annexation process. Motion carried.

**RCA-3-11- STIMSON MILL SITE (FORMERLY KNOWN AS ATLAS MILL SITE):**

Planner Tami Stroud presented the request from River’s Edge Apartments L.L.C. for approval of a request for consideration of annexation for the Atlas mill site which is a +/- 2.34 acre parcel with the parcel located between Seltice Way, the Spokane River, and the Mill River development.

Motion by Edinger, seconded by Kennedy to authorize the applicant for the Stimson Mill Site (formerly known as Atlas Mill) to proceed with the annexation process. Motion carried.

**PUBLIC HEARING – V-11-2 – VACATION OF SEWER/WATER EASEMENTS IN THE MEADOW RANCH SUBDIVISION:** Mayor Bloem read the rules of order for this public hearing. Gordon Dobler, City Engineer, gave the staff report.

Mr. Dobler reported that the applicant, Active West Development, is requesting the vacation of two utility easements in the Meadow Ranch Subdivision that are no longer necessary due to a reconfiguration of the subject development. He noted that the subdivision, which was platted in 2008 was originally configured with single-family homes along the westerly boundary and the large remainder parcel would contain multi-family and condominium lots. The utility easements were placed on the larger remainder parcel for the future development because no rights-of-way were intended to be constructed. Due to the change in the housing market and the success of the development’s single-family construction, the developer has decided to reconfigure the remainder of the development into a similar product. In order to accomplish that, the utility easements will need to be vacated. The vacation of these easements does not create any adverse impact on the City, and utility lines that will serve the newly configured lots will be placed within the new street rights-of-way.

He noted that staff sent out 12 mailings for tonight’s public hearing with 6 responses, all in favor.

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

MOTION: Motion by Hassell, seconded by Bruning to approve the vacation of sewer/water easements in the Meadow Ranch Subdivision. Motion carried.

**A-2-11 – ANNEXATION OF 6.7 ACRE PARCEL COMMONLY KNOWN AS THE PRAIRIE TRAIL:** Mayor Bloem read the rules of order for this public hearing. City Planner Sean Holm gave the staff report.

Mr. Holm reported that the City of Coeur d'Alene Parks Department is requesting approval of Zoning in conjunction with Annexation from County Industrial to City C-17 (Commercial at 17 units/acre) for a 6.7+/-acre parcel which is located west of Riverstone South. He gave the staff analyses for land use, zoning, utilities, streets and traffic. He reported that on March 8, 2011 the Planning Commission voted in favor of recommending approval of the annexation and zoning as requested. On April 1, 2011 staff mailed 29 notices of tonight's public hearing with 2 responses being received - both being neutral. Written comments were distributed for Council review.

PUBLIC COMMENTS: City Attorney Mike Gridley, spoke as applicant representing the City and the Centennial Trail Foundation, noting that since the City maintains the trail it would be beneficial if the property was within the City limits.

MOTION: Motion by Bruning, seconded by Hassell to approve the annexation and C-17-L zoning for the 6.7 acre parcel known as Prairie Trail and to adopt the Findings and Order of the Planning Commission. ROLL CALL: Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

Motion by Goodlander, seconded by Edinger to adopt the Findings and Order of the Planning Commission. ROLL CALL: Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

**O-1-11 – AMENDMENTS TO THE POCKET HOUSING REGULATIONS:** Mayor Bloem read the rules of order for this public hearing. Planning Director Dave Yadon gave the staff report.

Mr. Yadon reported that the City Council is being asked to consider the following amendments to the zoning ordinance:

1. Remove the requirement for Pocket Residential 1-1/2 acre in size and over to be required to go through the Planned Unit Development process unless the development is to be subdivided.
2. Clarify the minimum lot sizes allowed within Pocket Residential developments.
3. Clarify that setbacks other than the site perimeter of a Pocket Residential development is zero (0) feet.

Mr. Yadon noted that with the assistance of Mark Hinshaw in 2007, the City adopted an update and reworking of the Cluster Housing regulations now called Pocket Residential. Since adoption, staff has determined that clarification of some of the language should take place to ensure that the original intent is met. The proposed amendments do not change how the setbacks or minimum lot sizes have been applied to these projects, they clarify that application. In addition, staff has determined that the requirement for a Pocket Residential project 1 ½ acre in size and over to go

through the PUD (Planning Unit Development) process to be burdensome and unnecessary for the majority of these projects. He reported that on March 8, 2011 the Planning Commission reviewed this request and is recommending approval of the requested amendments.

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

ORDINANCE NO. 3406  
COUNCIL BILL NO. 11-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.07.1010 TO CLARIFY SET BACK AND LOT SIZE REQUIREMENTS FOR POCKET RESIDENTIAL DEVELOPMENTS AND TO INCREASE THE SIZE OF POCKET RESIDENTIAL DEVELOPMENTS THAT CAN BE APPROVED WITHOUT A PUD; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Bruning to pass the first reading of Council Bill No. 11-1004.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 11-1004 by its having had one reading by title only.

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

**ADJOURNMENT:** Motion by Hassell, seconded by Bruning to recess to April 21, 2011 at 6:00 p.m. in the Library Community Room for the Annual Strategic Planning session and then to April 26, 2011 at 4:30 p.m. in the City Hall former Council Chambers for a joint workshop with the Planning Commission. Motion carried.

The meeting recessed at 7:20 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk



**MINUTES OF A CONTINUED MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM,  
APRIL 21, 2011**

The Mayor and Council of the City of Coeur d'Alene met in a continued meeting of said Council at the Coeur d'Alene Library Community Room, April 21, 2011 at 6:00 p.m., there being present upon roll call the following members:

Mayor Sandi Bloem

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

**CALL TO ORDER:** Mayor Bloem called the meeting to order.

**ANNUAL COUNCIL STRATEGIC PLANNING:** City Administrator Wendy Gabriel welcomed the Mayor, City Council and staff to the annual Council's Strategic Planning session. She thanked the many volunteers that serve the city.

City Administrator Wendy Gabriel concluded that we are always looking at balance and the Executive team will bring a balanced budget that includes a balance in the services rendered by the city.

**YEAR IN REVIEW: 2010– 2011 GOAL REPORT:** Deputy City Administrator Jon Ingalls reviewed the accomplishments that had been made on the priorities set last year and other accomplishments by City staff.

**RECESS:** The Council recessed at 7:25 p.m. The meeting reconvened at 7:35 p.m.

**2010-2011 FINANCIAL OUTLOOK:** Finance Director, Troy Tymesen, presented the financial status of the city and revenue projections for the coming 2010-2012 fiscal year.

**PRESENTATION OF DEPARTMENT PERFORMANCE MEASURES:** Deputy Administrator Jon Ingalls presented the Executive Team's the list of each city department's performance measures.

**CITYWIDE PRIORITY FOCUS AREAS:** Deputy Administrator Jon Ingalls presented the suggestions from the Executive Team for possible focus areas for the coming fiscal year. Councilman Hassell would like to see a focus on completing the city code audit. Councilman McEvers expressed his concern of the citizens' expectation that the City should create jobs; however, he believes that it is not City's responsibility to create jobs but rather create an environment for businesses to come to our community and thus create jobs. Councilman Goodlander thanked City staff for the great job being done.

Jon Ingalls gave a special thanks to Amy Ferguson for all her help in putting tonight's packets together.

**ADJOURNMENT:** Motion by Hassell, seconded by Goodlander that, to recess to April 26, 2011 at 4:30 p.m. for a joint workshop with the Planning Commission to be held in the City Hall former Council Chambers.

The meeting adjourned at 8:20 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

**A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD ON APRIL 26, 2011 AT 4:30 P.M.  
IN THE CITY HALL FORMER COUNCIL CHAMBERS**

The City Council met in continued session on April 26, 2011 at the hour of 4:30 p.m. in the City Hall Former Council Chambers in a joint session with the City Planning Commission, there being present upon roll call a quorum.

Deanna Goodlander, Mayor Pro Tem

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

Ron Edinger            )       Members of the Council Absent

Peter Luttrupp         )       Members of the Commission Present  
Tom Messina            )  
Amy Evans              )

Heather Bowlby        )       Members of the Commission Absent  
Lou Soumas             )  
Brad Jordan             )

**STAFF PRESENT:** Susan Weathers, Warren Wilson, Jon Ingalls, Mike Gridley, Wendy Gabriel, Dave Yadon, Tami Stroud, Shanna Stuhlmiller, Sean Holm, Troy Tymesen.

**CALL TO ORDER:** The meeting was called to order by Mayor Pro Tem Goodlander.

**LAND USE TRAINING:** Deputy City Administrator provided a power point presentation on the conduct of hearings on the different land use hearings.

**OVERVIEW:** He explained the required procedures including the adoption of the conduct of hearings. Generically, he noted two concepts – fairness, and opportunity to be heard and rebut evidence. He noted that the governing body that hears these matters they wear three hats – administrator, legislator, judge. Administrative items include interpretations and short plat subdivisions for the Planning Commission and administrative appeals for City Council. Legislative matters include text changes to the zoning code, annexation, initial zoning upon annexation, and requests to consider annexation. Quasi-Judicial matters include Special Use Permits, Subdivision applications, variances, zone changes and Planned Unit Developments.

**QUASI-JUDICIAL HEARINGS:** Quasi-judicial hearings require that a quorum is present prior to the conducting of a hearing in this category. The Mayor/Chairperson shall announce the hearing and provides the topic or issue for this public hearing. It is helpful if the Mayor/Chairman reads the rules of order for the hearing. Required announcements include exparte contacts which does include site visits. A declaration of a Conflict of Interest shall be declared by any member of the hearing board that falls within the State Code definition of a conflict of interest. He noted that if there is a conflict of interest declared that member must leave the room and cannot provide any public testimony. He explained the definitions of “personal bias and apparent conflict/bias” and urged anyone who may think they may have a bias to contact him. He noted that exparte contact also includes site visits, not just conversations – whatever the contact, it needs to be declared at the beginning of the hearing with a brief explanation of what was the exparte communication.

Order of Hearings - the order of testimony for quasi-judicial public hearings: 1) Mayor/Council announcements; 2) staff report; 3)applicant testimony; 4) proponents testimony; 5) people who are neutral; 6) opponents; and 7) applicant’s rebuttal. He noted in a perfect world the applicant’s rebuttal should not include any new testimony that was not previously given.

Time Limits –reasonable time limits may be imposed; however, he cautioned that limiting comments too much it could be found that you are not affording an individual a meaningful opportunity to be heard. He also noted that requesting no repeat testimony is feasible.

Relevant Facts – facts that show whether an approval criterion is satisfied or not and these are the only facts the Council/Commission many consider when making decisions. Substantial evidence is evidence that a reasonable person would rely upon in making a decision

Conflicting Evidence – Council/Commission members can select the evidence it believes as long as it is relevant and substantial. In the Record – in determining facts consider if the testimony presented (e.g. possibly future extension of sewer line) is a documented record or an assumption. Dave Yadon pointed out that if you have difficulty in determining the facts the Council/Commission can ask questions to help clarify their decision.

Findings and Order – Findings require that decisions are based on standards/criteria in the Comp Plan; zoning ordinance and/or other related ordinances, and are based solely on evidence in the record. He noted that Findings are critical to the decision making process and function to: show the decision was not arbitrary; assure the decision was fairly made; and, show proper procedures were followed. In regarding to the issue if the Council can adopt the Findings and Order of the Planning Commission – he believes that it is a better practice for the Council to adopt their own Findings. He did add that the Council can direct staff to prepare the Findings and bring them back to the Council for adoption at a later meeting. The only time that he is comfortable with the Council adopting the Findings and Order of the Planning Commission is when there has been no public testimony except for the applicant.

Comp Plan vs. Ordinances – The Comprehensive Plan should be used as a general guide in instances involving zoning decisions (zone changes, variance, special use permits); however, zoning ordinances reflect the permitted uses allowed for various parcels within the jurisdiction. In reviewing court cases, he believes that the City should remove reference to the Comprehensive Plan from the Findings and Order for zoning issues.

Loss of a Quorum – if the presiding board loses a quorum during a public hearing they can: continue the hearing to a future date; complete the hearing and have the absent member(s) review the complete record and vote on the final decision at a later date; and, ultimately talk to the attorney. In the case of a request for a continuance by the applicant being received during a hearing, he recommends that the Council/Commission refuse the request if it will prejudice another party; or, continue the hearing to a set date and time; or, leave the record open for additional written testimony/evidence. He noted that the continued hearing must be very clear regarding deadlines and ensure that other parties have a chance for rebuttal.

Substantial Changes – if the applicant proposes substantial changes to their request during the hearing process Mr. Wilson recommends that if the proposal has different impacts on different properties or changes the impact on people who have previously testified, the safer course is to give new notice of the hearing and hold a new hearing.

Voluminous Records Submitted at Hearing – options include recessing the hearing in order for the Council/Commission to read all the records, close the record and then continue the hearing to allow time to review all records; require written comments be submitted in advance. And, as always, consult with staff.

Conditions of Approval – conditions are used to allow the Council/Commission to make a required finding that they could not otherwise make based on the evidence received. Conditional approvals offer the opportunity to respond to neighborhood concerns and can help make the opponents feel they were heard. Types of conditions include: development of the site such as landscaping, etc.; improvements such as drainage; dedication of land for streets, open space or paying a fee in lieu of dedication; and, allowing others to cross their property such as requiring the granting of easements.

**LEGISLATIVE HEARINGS:** Initial zoning and annexations are technically legislative hearings but you must keep a verbatim transcript; however, written findings and order are not required; His advice is to treat it as if it is quasi-judicial as there is less risk in providing too much process rather than not enough.

**RCA's:** Mr. Wilson explained that RCA's are basically a "mother may I" to allow the requestor to make application to go through the public hearing process for annexation. From staff's perspective the process is difficult to manage and too much detail can potentially lead to due process concerns. He noted that Post Falls has discontinued their version of this process for the same concerns

**NEW LAWS:** Warren reviewed this year's new legislation that relate to zoning and annexation issues.

PROCESS IMPROVEMENTS: Mr. Wilson recommended revising the Findings that are to be developed for each public hearing, develop an ordinance allowing for development agreements for governing the use of a requested rezoned parcel; and, the need to revisit the RCA/annexation process and the accompanying difficulties of the process.

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

The meeting adjourned at 6:55 p.m.

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Deanna Goodlander, Mayor Pro Tem

ATTEST:

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Susan Weathers, CMC  
City Clerk

RESOLUTION NO. 11-015

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 RENEWAL OF LEASE AGREEMENT FOR INDEPENDENCE POINT CONCESSION STAND WITH RANDY AND AKIKO FOLK DBA TIKI HUT; APPROVING AMENDMENT NO. 3 WITH HDR ENGINEERING, INC. FOR THE WWTP LOW PHOSPHORUS PILOT STUDIES; AND APPROVAL OF BID AWARD AND CONTRACT WITH PLANNED & ENGINEERED CONSTRUCTION, INC. FOR THE CURED IN PLACE PIPING (CIPP) FOR 2011 SEWER REPLACEMENT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 3" and by reference made a part hereof as summarized as follows:

- 1) Renewal of Lease Agreement for Independence Point Concession stand with Randy and Akiko Folk dba Tiki Hut;
- 2) Approving Amendment No. 3 with HDR Engineering, Inc. for the WWTP Low Phosphorus Pilot Studies;
- 3) Approval of Bid Award and Contract with Planned & Engineered Construction, Inc. for the Cured in Place Piping (CIPP) for 2011 Sewer Replacement;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 3" 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 3<sup>rd</sup> day of May, 2011.

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

ATTEST

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

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

ROLL CALL:

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

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

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

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

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

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

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



**PARKS & RECREATION COMMISSION  
STAFF REPORT**

**Date:** April 18, 2011  
**From:** Doug Eastwood, Parks Director  
**SUBJECT: RENEWAL OF ONE YEAR AGREEMENT FOR FOOD CONCESSION AT INDEPENDENCE POINT**  
*(General Services Action Required)*

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**DECISION POINT:**

Extend food concession agreement with Tiki-Hut for the 2011 season.

**HISTORY:**

In 2009 we accepted RFQ's for food service at Independence Point. We chose the Tiki-Hut Proposal and entered into an agreement to provide food service for the 2009 and again in 2010. The staff of the Tiki-Hut do a good job of providing information to park visitors.

**FINANCIAL ANALYSIS:**

The fee for the 2010 season was \$5,000. I am recommending that the fee remain the same for the 2011 season as summer was short and the economy was a factor. However, after the 2011 season, I recommend that each succeeding season receives an annual fee increase.

**PERFORMANCE ANALYSIS:**

This food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. I received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service.

**DECISION POINT:**

Recommend to General Services to enter into an agreement with Tiki-Hut for the 2011 season; May through September, for the amount of \$5,000 at the designated site at Independence Point.

## LEASE AGREEMENT

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of May, 2011, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **RANDY and AKIKO FOLK, d/b/a TIKI HUT**, with its principal place of business at 3501 North Buckskin Road, Coeur d'Alene, Idaho 83815 hereinafter called "Folks,"

WITNESSETH:

THAT, WHEREAS, Folks have been awarded the contract for a mobile food concession at a location generally described as: no more than a 15' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, Folks shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1.     Definition: For purposes of this agreement the parties agree that the term "employee" shall include Randy Folk and Akiko Folk.

Section 2.     Community Relations: The Folks agree they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Folks must become familiar with the immediate area including North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3.     Appropriate Attire: Folks agree they and their employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4.     Staffing: Folks' food concession must be staffed by at least one employee at all times.

Section 5.     Health Permit: Folks agree to obtain a health permit as required by law for the mobile food concession. The permit must be placed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by April 15, 2011. Failure to submit the required health permit within the above stated time can result in the City denying Folks' permit or whatever actions the City deems necessary for the protection of the public.

Section 6.     Food: Folks may serve all foods within the scope of the health permit.

Section 7.     Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 8.     Refuse: Folks agree not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from site and disposed of at Folks' expense. Folks' mobile food concession and immediately surrounding site must be kept clean at all times.

Section 9.     Hold Harmless: Folks shall indemnify, defend and hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Memorial Field, Coeur d'Alene Museum, Independence Point parking lots, City parks or docks. Folks further understand and agree that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 24 below entitled "City's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Folks acknowledge and agree that this may occur and may affect the parking areas presently used by Folks customers. In the event of said occurrence Folks hereby release, hold harmless and waive any claim whatsoever Folks may have against the City, its employees, agents, elected and appointed officials in the event parking is modified.

Section 10.    Not Exclusive: Folks understand and agree that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but not limited to, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving/or sponsored by the Coeur d'Alene Cultural Center.

Section 11.    Waiver: Folks understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with Folks' operation or affect persons in the park. Folks specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 12.    Worker's Compensation: Folks agree to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Folks fail to maintain such insurance during the entire term hereof, Folks shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Folks shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13.    Negligent or Wrongful Act: Folks agree to indemnify, defend and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents, or

employees. Folks further agree, at Folks' cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Folks' concession or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents or employees.

Section 14. Cart Specifications: Folks agree to the following concession specifications, which will be adhered to by Folks:

- A. Length: 15 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Electricity is available but limited; 2 – 110 outlets and a 20 amp breaker.
- D. Cooling source: battery, ice, or propane.
- E. All concessions must be self-contained. Ice chests, canisters, etc. cannot be stored next to cart.
- F. The concessions must be kept clean throughout the season.

Section 15. Term: The City shall grant a mobile food concession permit to Folks for the season of May 1, 2011 to September 30, 2011 for the subject location.

Section 16. Consideration: Folks shall in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 4 at the said location, shall pay the sum of Five Thousand and No/100 Dollars (\$5,000.00) per year to be paid on or before April 15, 2011; Payment shall be made to the City Treasurer.

Section 17. No Alcohol: Folks agree they shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots.

Section 18. City Ordinances: Folks shall abide by all City ordinances and resolutions, included but not limited to Municipal Code Section 4.

Section 19. Glass Containers: Folks agree not to dispense drinks in glass containers.

Section 20. Violation of Regulations: Folks agree any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and Folks may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: Folks also agree and understand concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither Folks nor their agent (s) or employees shall park trucks or other vehicles adjacent to the concession

site for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Lease: The City may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Folks of the prorated, unearned portion of the lease payment. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should Folks fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, Folks shall cease operation of the concession at the location, and any monies paid shall be pro rated as of the date of forfeiture. However, that before declaring such forfeiture, the City shall notify Folks in writing of the particulars in which the City deems Folks to be in default and Folks will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Folks at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/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).

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, and Folks have caused the same to be signed, the day and year first above written.

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

LESSEE:  
RANDY AND AKIKO FOLK  
dba Tiki Hut

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Randy Folk

By: \_\_\_\_\_  
Akiko Folk

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 3<sup>rd</sup> day of May, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of May, 2011, before me, a Notary Public, personally appeared **RANDY FOLK** whose name is subscribed to the within instrument and acknowledged that such individual 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: \_\_\_\_\_

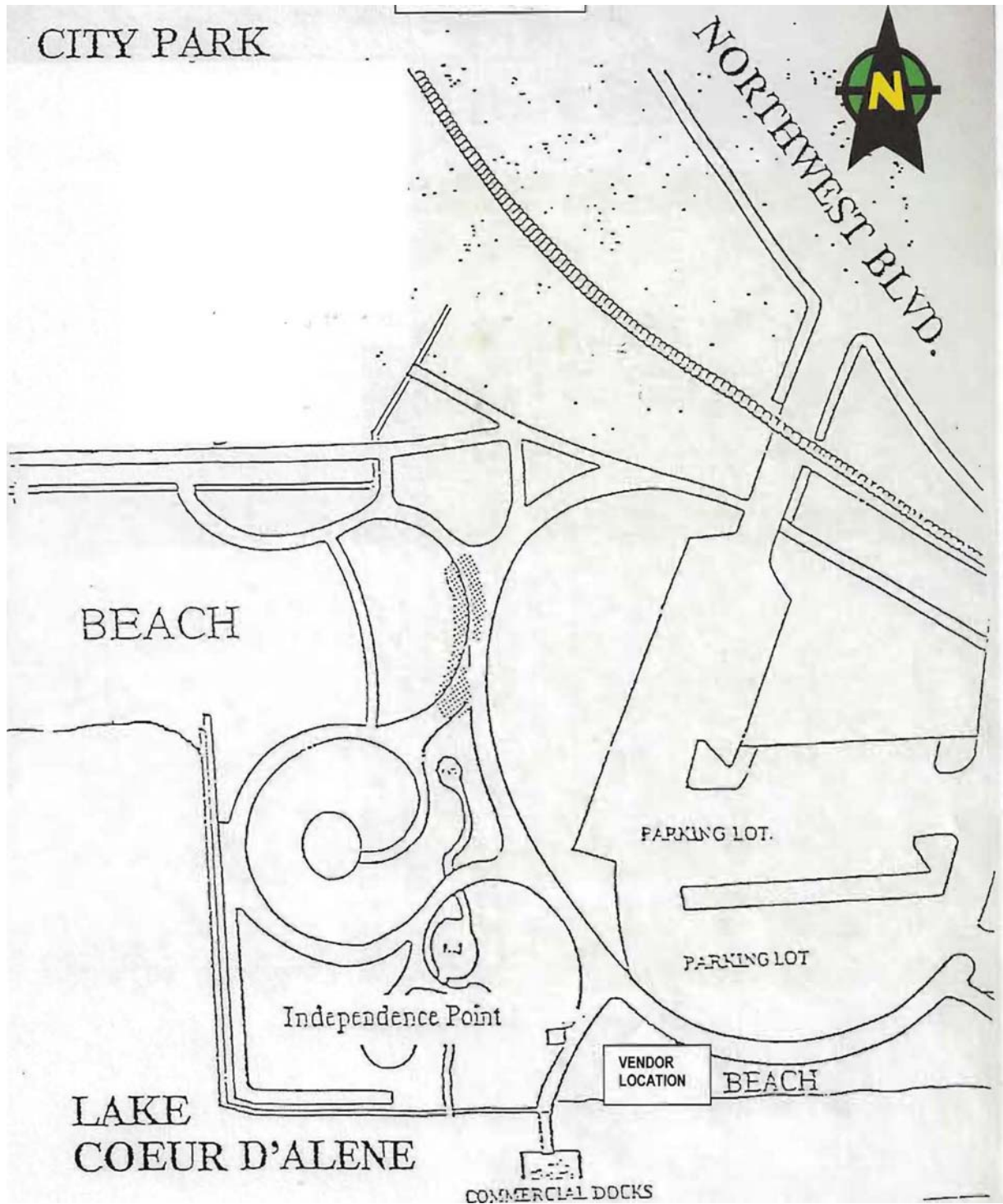
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of May, 2011, before me, a Notary Public, personally appeared **AKIKO FOLK** whose name is subscribed to the within instrument and acknowledged that such individual 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 "A"





**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 25, 2011  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Amendment #3 to Engineering Agreement for WWTP Pilot Studies

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**DECISION POINTS:**

Council approval is requested for the proposed amendment #3 to the agreement for engineering services with HDR Engineering to provide additional services at the low phosphorus demonstration pilot facilities. The proposed amendment will increase the cost ceiling by \$142,283 for a total pilot facilities engineering cost not to exceed \$984,215.

**HISTORY:**

Pending new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. Removal of phosphorus will be required to a degree that has not been required before, and may only be achievable with a very limited selection of candidate technologies. The City approved an agreement for engineering assistance by HDR Engineering to design a pilot testing program and facilities needed to help with the selection and design of the full-scale operation that will be required. The objectives for the two-year pilot program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd' A plant; and 3.) initiate operator familiarization and training with the new technology.

The pilot facilities were constructed, and have been in operation for a full year. Many significant lessons are being learned by the engineers, process specialists, and operators. Optimism continues regarding the ability for the future construction of Phase 5C improvements to significantly decrease the discharge of the phosphorus component in the City's treated wastewater. During the same time period, the regional permitting agencies and the region's wastewater dischargers have been exchanging additional scientific information and have continued negotiations regarding future permit requirements. The City of Coeur d'Alene has learned that significant improvements to the treatment plant may also be necessary to reduce the ammonia nitrogen component of the treated effluent discharge to the Spokane River. As a result of lessons learned during the first year of the pilot program, HDR Engineers and city staff have identified a possible strategy for the improvements in future Phase 5C that could substantially reduce the magnitude of the project envisioned in previous planning, and allow reduction of both phosphorus and ammonia nitrogen discharge levels.

HDR Engineering and City staff have identified that the existing scope of work and budget for engineering services regarding the pilot program are insufficient to provide the services that will be required to complete the testing associated with the new strategy. Also, additional budget is necessary to obtain the permit that is required to provide the planned demonstration project for use of the pilot's recycled wastewater for irrigation of landscaped lawns and berms adjacent to the treatment plant. Proposed Amendment #3 to HDR's agreement for engineering services is presented to allow engineering to continue as wastewater staff believes is necessary.

**FINANCIAL ANALYSIS:**

Low P Pilot Project

Current Scope for Engineering Services	\$841,932
Proposed Amendment #3	142,283
Prepurchase of Pilot Equipment	1,447,460
Contractor Installation of Equipment and Building	<u>1,334,015</u>
Total	\$3,765,690

Funding     The city financial plan for FY 2007-08 anticipated \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. Delay of the project resulted in little expenditure during FY 2007-08. The multi-year pilot project has been constructed and operated as authorized by city financial plans for FY 2008-09 through FY 2010-11. The city’s current FY 2010 -11 financial plan authorizes expenditure of \$185,000. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

**DISCUSSION:**

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d’Alene wastewater facility planning provides early indication that upgrades to Coeur d’Alene’s treatment plant in the next seven years could cost as much as \$82 million. An option for reuse of the high quality effluent could cost another \$13 million. The pilot studies are designed to provide the wastewater utility with sufficient information to make informed decisions regarding process selection and optimization of facility sizing and staffing. The pilot studies are believed to be prudent considering that the degree of treatment required is as rigorous as anywhere in the country, and the available treatment technology is still in development and relatively unproven in large scale water reclamation facilities. Additional engineering services are necessary to allow HDR’s involvement in optimizing the pilot program’s benefit for planning future plant upgrades, and to continue the engineering that is necessary to obtain a State of Idaho permit for demonstrating acceptable reuse of the treatment plant’s high quality treated effluent for landscape irrigation. The additional services proposed in Amendment #3 could lead to substantial changes and reduced cost for the current plan for required upgrade to the treatment plant.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed amendment #3 to the agreement for engineering services with HDR Engineering to provide additional services at the low phosphorus demonstration pilot facilities. The proposed amendment will increase the cost ceiling by \$142,283 for a total pilot facilities engineering cost not to exceed \$984,215.

des1437

**AMENDMENT NO. 3**

**TO**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**for**

**WASTEWATER TREATMENT PLANT  
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

The agreement, made and entered into the 20th day of May, 2008, between the **CITY**, City of Coeur d'Alene and the ENGINEER, **HDR ENGINEERING, INC.** is hereby amended on the 3<sup>rd</sup> day of May, 2011 as set forth herein.

**WITNESSETH:**

WHEREAS, the City and the Engineer have entered into a contract for professional services for analysis and recommendations regarding Low Phosphorus Demonstration Pilot Facility, herein referred to as the "Project";

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 20th day of May, 2008, shall be amended as follows:

**Section 1. Scope of Services**

The scope of services is amended to revise the project budget to provide temporary staffing for up to one week for the low phosphorus demonstration pilot facility, provide additional testing of low phosphorus treatment processes which are anticipated to save on the capital cost of a full

scale treatment facility, and respond to comments from Idaho DEQ regarding the city’s recycled water permit application. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 1400. Operations Assistance during City Operator Leave of Absence
- Task 1500. Additional Testing to Refine Design Criteria
- Task 1600. Respond to Idaho DEQ for Recycled Water Application

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer’s personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer’s direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 3 shall be \$11,535 and the amended Total Fixed Fee, including the original engineering services agreement and all amendments executed to date, shall be \$73,541.

The City’s total consideration, including fixed fee and expenses, for services in Amendment No. 3 shall be \$142,283, and the total Agreement including the original engineering services agreement and all amendments executed to date, shall be amended to not exceed \$984,215.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

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

\_\_\_\_\_  
Karen M. Doherty,  
Vice President

ATTEST:

ATTEST:

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

\_\_\_\_\_



# EXHIBIT A

## AMENDMENT NO. 3

### CITY OF COEUR D'ALENE WASTEWATER TREATMENT PLANT ENGINEERING SERVICES FOR LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY

#### SCOPE OF SERVICES AND SCHEDULE

## INTRODUCTION

The City of Coeur d'Alene is currently preparing to expand and upgrade its wastewater treatment plant in response to growth and new, very stringent effluent phosphorus discharge criteria. The phosphorus load allocations in the current draft Lake Spokane Dissolved Oxygen TMDL could require an effluent limit as low as 0.036 mg TP/L in the summer months. The draft compliance schedule for the City to achieve this limit is seven years, with an additional two years for process optimization. Meeting these challenges requires substantial investment in additional treatment capacity and technology at the Coeur d'Alene Wastewater Treatment Plant. The water chemistry of both the wastewater influent and the Spokane River, specific to Coeur d'Alene, coupled with the Pacific Northwest climate, greatly influences the appropriate selection of treatment processes to achieve extremely low effluent phosphorus concentrations.

The Wastewater Facility Plan Amendment for the treatment plant includes multiple options for the tertiary treatment process. Many questions remain regarding the full scale performance and reliability under the variability of influent flows and loads. Also, to date no full scale experience from a facility of comparable size exists. Therefore, the City is conducting a two year demonstration pilot to investigate three different technologies under variable flows and loads conditions and operated by plant staff.

The demonstration facility has been in operation since May 2010. After one permit season, the capability of each process to meet a seasonal effluent total phosphorus average of 0.036 mg/L is being evaluated. Preliminary results from the first year of testing and operation indicate that there is potential for the treatment process to be fine tuned and ultimately be less costly than what was anticipated in the facility planning. The Phase 5 preliminary engineering report has projected the Phase 5C improvements to cost in the range of \$42 million to \$61 million. Preliminary pilot testing results indicate that the treatment process could potentially be configured in a way that reduces the cost of the Phase 5C improvements by as much as half of the projected cost.

Despite the promising preliminary results, several questions remain regarding operation and process reliability under varying conditions. Additional testing will further guide the selection of a final process alternative and design criteria for the implementation of a full scale facility. Additional operations support, monitoring, and troubleshooting are also anticipated with the added testing. This scope of services includes additional testing and services to facilitate process modifications as the City moves towards the new requirements.

In addition, the city is planning to use the recycled water produced from the demonstration pilot facility in a demonstration of recycled water use. Before recycled water can be used for irrigation, improvements are needed to convey the recycled water from the pilot facility to the irrigation system near the administration/laboratory building and Hubbard Avenue near Northwest Boulevard, and a class A recycled water permit is needed from Idaho Department of Environmental Quality (DEQ). A permit application has been prepared and submitted to Idaho DEQ. Comments from, and negotiations with, Idaho DEQ are anticipated before a permit is issued.

## **SCOPE OF SERVICES**

### ***Task 1400 – Operations Assistance during City Operator Leave of Absence***

#### **Objective:**

Reimbursement for costs incurred for out of scope operation of the Low P Demonstration Pilot Facility when full-time pilot operator was on leave of absence in the summer of 2010, and allowance for operation of the pilot during operator leave in 2011.

#### **Approach:**

- Time and expense for two weeks of pilot operation in 2010.
- Time and expense for an additional one week of pilot operation during operator leave in 2011.

#### **Assumptions:**

- Previous pilot assistance during operator leave occurred June 28 – July 9, 2010.
- Additional week of assistance has yet to be scheduled.

#### **Deliverables:**

- Staff to operate pilot facility for up to 40 hours in one continuous week between 7:00 AM and 4:00 PM.

### ***Task 1500 – Additional Testing to Refine Design Criteria***

#### **Objective:**

Perform additional testing and monitoring to further understand treatment capabilities, reliability, and to establish design criteria.

#### **Approach:**

- Investigate permeability foulants (i.e., secondary polymer addition) on the tertiary membrane filtration (TMF) membrane through harvesting and destructive testing of a small sample of TMF membranes.
- Develop and test an adapted cleaning strategy to remove membrane foulants during clean in place (CIP cycle).
- Monitor TMF performance for total phosphorus (TP) removal and nitrification.
- Assist operators with preparation for and execution of membrane flux testing on TMF in recirculation mode (~3,000 mg/L solids).

- Perform ice water testing on TMF in recirculation mode and MBR to test the effect of a rain-on-snow event on the biological systems.
- Additional testing and monitoring identified through the course of the second permit season up to the time listed in the assumptions.
- Continue weekly operations support through October 2011.

**Assumptions:**

- Weekly operations support, monitoring and troubleshooting will require up to 8 hours per week by Consultant through October 2011. Twenty-four weeks are included for this support period.
- An additional day (8 hours) of stress testing has been added to the budget for ice water testing, plus 8 hours of setup and preparation, for a total of 16 hours.
- An additional 40 hours of Assistant Project Manager is allocated to develop, plan, and monitor additional testing that may be identified throughout operation in the second permit season.

**Deliverables:**

- A summary of the permeability investigation and cleaning strategy procedure, results, and analysis will be added to the pilot report (electronic .pdf format).
- Nitrification monitoring results and analysis will be added to the pilot report (electronic .pdf format).
- A summary of the stress testing will be added to the pilot report (electronic .pdf format).

***Task 1600 – Respond to Idaho DEQ for Recycled Water Application***

**Objective:**

Respond to comments from Idaho Department of Environmental Quality (DEQ) regarding the City’s recycled water permit application.

**Approach:**

- Review comments from Idaho DEQ.
- Discuss review comments with staff from the Idaho DEQ Coeur d’Alene Regional Office.
- Address comments from Idaho DEQ in a response letter which describes how the permit application is revised to reflect how comments were addressed.
- Revise the recycled water permit application to be consistent with how comments were addressed and re-submit to Idaho DEQ.

**Assumptions:**

- The irrigable area proposed in the original permit application will remain unchanged.
- Recycled water user agreements, water rights analysis, and design of reclaimed water systems are not included in this scope of services.

**Deliverables:**

- Response letter which addresses comments from Idaho DEQ.
- Recycled water permit application.



## SCHEDULE

Assuming that Notice to Proceed will be issued on May 4, 2011, the project schedule is as follows. If the NTP changes, the schedule will be moved by an equal number of days.

Task	Description	Schedule
1400	Operations Assistance During City Operator Leave of Absence	Complete for 2010. To Be Determined 2011.
1500	Additional Testing to Refine Design Criteria	NTP through October 2011
1600	Response letter and revised permit application	4 weeks after receipt of comments from Idaho DEQ.

## COMPENSATION

The City's total consideration, including fixed fee and expenses for services in Amendment No. 3 shall be \$142,283. The total Agreement, including the original engineering services agreement and all amendments executed to date, shall be amended to not exceed \$984,215 without an amendment which significantly changes the services to be provided.

The additional Fixed Fee for services in Amendment No. 3 shall be \$11,535. and the amended Total Fixed Fee, including the original engineering services agreement and all amendments executed to date, shall be \$73,541.

An estimated task-by-task breakdown of project costs is attached.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short summary project status memorandum will be provided with each invoice.

Exhibit B - Coeur d'Alene Low Phosphorus Demonstration Pilot  
 Engineering Services Budget Summary

<b>TASK</b>	<b>HDR DIRECT LABOR</b>	<b>HDR INDIRECT LABOR</b>	<b>EXPENSES</b>	<b>SUB- CONSULTANTS</b>	<b>FIXED FEE</b>	<b>TOTAL</b>
1400 - Operations Assistance During City Operator Leave of Absence	\$ 3,302.30	\$ 5,819.81	\$ 4,120.72	\$ -	\$ 1,065.92	\$ 14,308.74
1500 - Additional Testing to Refine Design Criteria	\$ 27,467.68	\$ 48,068.44	\$ 6,785.20	\$ 22,000.00	\$ 9,064.33	\$ 113,385.65
1600 - Respond to Idaho DEQ for Recycled Water Application	\$ 4,258.00	\$ 7,451.50	\$ 1,473.60	\$ -	\$ 1,405.14	\$ 14,588.24
Note: The fee for Task 1401 is based on the actual cost plus fixed fee for services already performed plus an estimate of the cost plus fixed fee for services requested by the City in 2011.						
<b>TOTAL COMPENSATION</b>						<b>\$ 142,283</b>

## COUNCIL STAFF REPORT

**DATE:** April 27, 2011  
**FROM:** James Remitz, Utilities Project Manager  
**SUBJECT:** April 26, 2011 Bid Results for the 2011 Cured In Place Pipe (CIPP) Project.

=====

### **DECISION POINT:**

The City Council may wish to accept and award a contract to the low bidder for the City of Coeur d'Alene Wastewater Utility 2011 CIPP Project from bids that were opened April 26, 2011 at 2:00 PM. A tabulation of the bid results is attached.

### **HISTORY:**

This project was advertised in the Coeur d'Alene Press April 8, 2011 and April 15, 2011 soliciting sealed bids for the 2011 CIPP Project, that would rehabilitate existing sewer piping totaling approximately 7,850 linear feet of 8-inch, 12 inch and 15-inch diameter sanitary sewer pipes.

### **FINANCIAL ANALYSIS:**

The low bid was submitted by Planned and Engineered Construction (PEC) with a total bid price of \$225,846.00. The Engineer's estimate of probable cost for the project was \$282,000.00.

### **PERFORMANCE ANALYSIS:**

Wastewater Utility has identified this Sanitary Sewer CIPP Rehabilitation Project in the current FY 2010-2011 budget and has the available funds.

Planned and Engineered Construction (PEC) has successfully completed five (5) previous CIPP contracts with the City of Coeur d'Alene to the Wastewater Department's satisfaction.

### **RECOMMENDATION:**

Award the 2011 Cured-In-Place Pipe (CIPP) Project contract to Planned and Engineered Construction (PEC), 3400 Centennial Street, Helena, MT 5960 for the total bid price of \$225,846.00.

**CITY OF COEUR D'ALENE WASTEWATER UTILITY - 2011 CURED-IN-PLACE PIPE (CIPP) PROJECT**  
**BID OPENING - CITY OF COEUR D'ALENE - 2:00 P.M. - APRIL 26, 2011**

				BIDDER NAME: Planned & Engineered Construction		Insituform Technologies, Inc.		Michels Corporation	
				ADDRESS: 3400 Centennial Drive Helena, MT 59601		17988 Edison Avenue Chesterfield, MO 63005		1715 16th Street SE Salem, OR 97302	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID:</b>									
2010.4.1.A.1	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$16,780.00	\$16,780.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$1,833.00	\$1,833.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	3,630	LF	\$18.00	\$65,340.00	\$21.00	\$76,230.00	\$24.00	\$87,120.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12" *	2,068	LF	\$24.00	\$49,632.00	\$30.00	\$62,040.00	\$30.00	\$62,040.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 15" *	2,156	LF	\$36.00	\$77,616.00	\$43.50	\$93,786.00	\$36.00	\$77,616.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	15	EA	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$155.00	\$2,325.00
SP-02541.4.1.C.1	Lateral Reinstatement	170	EA	\$50.00	\$8,500.00	\$65.00	\$11,050.00	\$100.00	\$17,000.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	7,854	LF	\$1.00	\$7,854.00	\$1.00	\$7,854.00	\$2.00	\$15,708.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	7,854	LF	\$1.00	\$7,854.00	\$0.50	\$3,927.00	\$0.50	\$3,927.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,850.00	\$1,850.00	\$6,000.00	\$6,000.00	\$2,650.00	\$2,650.00
<b>TOTAL BASE BID:</b>					<b>\$225,846.00</b>		<b>\$278,887.00</b>		<b>\$286,999.00</b>
* Indicates payment will be by Plan Quantity				Public Works License Number	11139-AA-4	14134-AAA-1-4	16115-AAA-4		
				Bid Proposal	Yes	Yes	Yes		
				Non-Collusion Affidavit	Yes	Yes	Yes		
				Employment of Subcontractors	Yes - None Listed	Yes - None Listed	Yes - None Listed		
				Bid Bond	Yes	Yes	Yes		
				Affidavit of Payment & Securement of all Taxes	Yes	Yes	Yes		

# Contract

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of May, 2011, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and PLANNED AND ENGINEERED CONSTRUCTION, INC. a corporation duly organized and existing under and by virtue of the laws of the state of Montana, with its principal place of business at 3400 Centennial Drive, Helena, MT 59601, hereinafter referred to as the CONTRACTOR.

## WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 2011 Cured-in-Place Pipe (CIPP) Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

### City of Coeur d'Alene Wastewater Utility - 2011 Cured-in-Place Pipe (CIPP) Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and shall indemnify, defend and hold the CITY harmless from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$225,846.00 as provided in the Unit Price Schedule broken down below. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax

Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

### Unit Price Schedule

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
<b>BASE BID:</b>					
2010.4.1.A.1	Mobilization	1	LS	\$3,500.00	\$3,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$2,200.00	\$2,200.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	3,630	LF	\$18.00	\$65,340.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12" *	2,068	LF	\$24.00	\$49,632.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 15" *	2,156	LF	\$36.00	\$77,616.00
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SP-02541.4.1.C.1	Lateral Reinstatement	170	EA	\$50.00	\$8,500.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	7,854	LF	\$1.00	\$7,854.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	7,854	LF	\$1.00	\$7,854.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,850.00	\$1,850.00
<b>TOTAL BASE BID:</b>					<b>\$225,846.00</b>

*\*Indicates payment will be by Plan Quantity*

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2011, or within forty-five (45) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 - 1002)

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens

upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

- 3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

CONTRACTOR:  
PLANNED AND ENGINEERED  
CONSTRUCTION, INC.

By: \_\_\_\_\_  
Sandi Bloem, Mayor

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

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

ATTEST:  
  
\_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 3<sup>rd</sup> day of May, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

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

On this \_\_\_\_ day of May, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Planned and Engineered Construction, 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 \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** April 25, 2011  
**FROM:** Gordon Dobler, City Engineer  
**SUBJECT:** Approval of Standard Drawings

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### **DECISION POINT**

Staff is requesting approval of new and revised standard drawings.

### **HISTORY**

The Water department has added three new drawings that address abandonments of existing tap and service. The Engineering department has revised the construction entrance to conform to adopted best management practices in relation to stormwater permit compliance. Wastewater is revising two existing standards.

### **FINANCIAL ANALYSIS**

There is no cost associated with adopting the standards. There may be a small cost differential to property owners and developers in implementing the new standards.

### **PERFORMANCE ANALYSIS**

The revisions and additions will result in lower maintenance costs, uniformity, and / or consistency.

### **RECOMMENDATION**

Staff recommends that the Committee direct staff to prepare a resolution approving the revised drawings.

RESOLUTION NO. 11-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING REVISIONS TO VARIOUS STANDARD DRAWINGS FOR THE WATER, WASTEWATER AND ENGINEERING DEPARTMENTS.

WHEREAS, the City Council adopted a policy establishing Standard Drawings pursuant to Resolution No. 99-086 on May 18<sup>th</sup> 1999, as amended by Resolution No. 02-009 on November 26<sup>th</sup>, 2001; and as amended by Resolution No. 04-102 on November 16<sup>th</sup>, 2004; and as amended by Resolution No. 06-019 on March 21, 2006, as amended by Resolution No. 06-066 on October 17, 2006, as amended by Resolution No. 07-009 on February 6, 2007; as amended by Resolution No. 08-016 on April 1, 2008; and

WHEREAS, the City Engineer has proposed a revision to various Standard Drawings for the Water, Wastewater and Engineering Departments; and

WHEREAS, the Public Works Committee has reviewed the proposed revision to the Standard Drawings at their April 25, 2011 meeting and has recommended that the City of Coeur d'Alene adopt the revised Standard Drawings for Public Works Construction, a copy of which is attached as Exhibit "1". A full version of the Standard Drawings is on file in the office of the City Clerk; and,

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such revised Standard Drawings for Public Works Construction be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the revised Standard Drawings for Public Works Construction be and is hereby adopted.

DATED this 3<sup>rd</sup> day of May, 2011.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

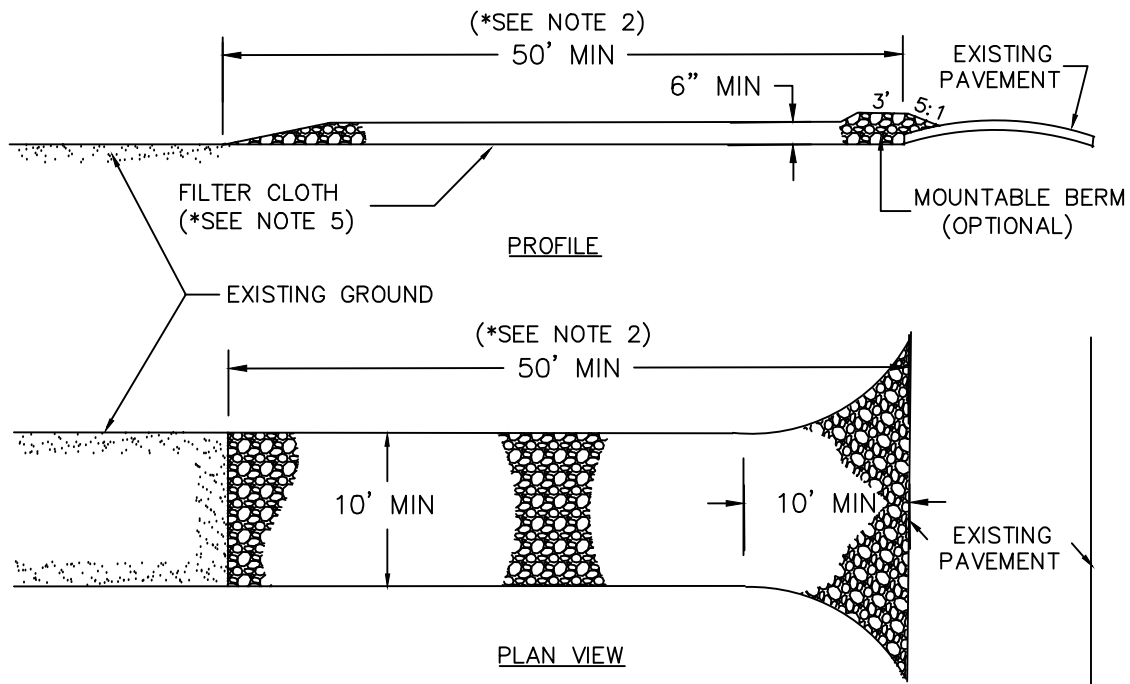
COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

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

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

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

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




CONSTRUCTION SPECIFICATIONS

1. STONE SIZE – USE 2" STONE OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH – AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT 20 FOOT MINIMUM ON A SINGLE FAMILY RESIDENCE).
3. THICKNESS – NOT LESS THAN 6 INCHES.
4. WIDTH – 10 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS AND EGRESS OCCURS.
5. FILTER CLOTH – WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER CLOTH WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. SURFACE WATER – ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE REQUIRED.
7. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING – WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING		APPROVED BY:
			<b>STABILIZED CONSTRUCTION ENTRANCE</b>		 CITY ENGINEER, PE 7432
					4/4/11 DATE:
					DWG NO. M-18

1. Location and elevation of existing facilities should be confirmed by field measurements and excavation exploration by the contractor, prior to beginning of new work. All Work is to conform to OSHA requirements.
2. Wastewater Utility does not respond to "One-Call" notification. They must be called separately for locates on Sanitary Sewer.
3. Each lot shall be served by minimum of a single four (4) inch (residential), or six (6) inch (commercial) lateral set at a minimum of 2%. See Standard Drawing SS-3. Laterals shall be shown on as-built plans with stationing.
4. Sanitary Sewer laterals shall be at right angles to **public** sewer mains, except in a cul-de-sac. Service connections shall be **tees** for **public** mains. Private service connections shall conform to CDA plumbing code.
5. For all service taps into concrete or clay piping, use a style 'CB' sewer saddle, manufactured by ROMAC Industries. For connecting to PVC and CIPP rehabilitated sewer main, use a PVC saddle 'PVM', manufactured by GPK Industries.
6. The contractor must secure approval from the City of Coeur d'Alene Engineering Inspector prior to backfill over sewer **tees** and **laterals**.
7. No disruption of existing sewer service will be allowed without the specific approval of the City of Coeur d'Alene Wastewater Utility.
8. The Engineer of Record shall notify the City of Coeur d'Alene Engineering Inspector at least forty-eight (48) hours prior to commencing work on sewers.
9. All sanitary sewer laterals shall be placed, inspected, tested, and City approved prior to paving.
10. All public sanitary sewer lines shall be CCTV inspected and submitted in CD format to the City of Coeur d'Alene Wastewater Utility offices for review and approval prior to paving. Please allow forty-eight (48) hours for review.
11. All sanitary manholes shall be inspected by the Wastewater Utility, first inspection prior to paving and second inspection prior to acceptance of improvements. Call for inspection scheduling.
12. All sanitary sewer mains shall be air tested in accordance with Idaho Standards for Public Works Construction (ISPWC). Testing shall be witnessed, recorded, and signed by the engineer of work and the test results submitted to the City of Coeur d'Alene Engineering Inspector.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
			<b>SEWER SYSTEM NOTES</b>	
				CITY ENGINEER, PE 7432
				DATE:
				DWG NO.
				M-26

# CITY OF COEUR D'ALENE

## STANDARD DRAWINGS

### PLAN SHEET INDEX

**CONCRETE**

- C-1 Curb & Gutter
- C-2 Curb
- C-3 Curb & Gutter, Rolled
- C-4 Curb & Gutter, Median
- C-5 Sidewalk Joints & Sections

**Driveway Approach, Residential**

- C-6 W/Park Strip
- C-7 W/O Park Strip, 5' Walk
- C-8 W/O Park Strip, 3' Walk
- C-9 W/Culvert
- C-10 W/Curb Drop
- C-11 Driveway Approach, Urban
- C-12 W/Grassy Swale
- C-13 Driveway Location & Width
- C-14 Pedestrian Ramp
- C-15 Cross Gutter
- C-16 Curb Inlet, Type A
- C-17 Inlet Apron

**Miscellaneous**

- M-1 Street Name Sign Location
- M-2 Street Name Sign Details
- M-3 Left-Turn Ln. Del., Markings
- M-4 Typical Street Sections, pg 1
- M-5 Typical Street Sections, pg 2
- M-6 Control Barrier & Root Pruning
- M-7 Chain Link Fence Detail
- M-8 Legend, Page 1
- M-9 Legend, Page 2
- M-10 Signature Block
- M-11 Trench Cut Pavement Repair
- M-12 Parking Stall Requirements
- M-13 Pedestal Mount Light Standard
- M-14 Direct Burial Light Standard

**Miscellaneous (CONT)**

- M-15 Street Lighting Notes
- M-16 Erosion/Sed. Cont. Notes, Page 1
- M-17 Erosion/Sed. Cont. Notes, Page 2
- M-18 Stabilized Construction Entrance
- M-19 Storm Drain Inlet Protection
- M-20 Silt Fence Detail
- M-21 Utility Locations
- M-22 General Plan Notes, pg 1
- M-23 General Plan Notes, pg 2
- M-24 Pavement Notes - Page 1
- M-25 Pavement Notes - Page 2
- M-26 Sewer System Notes
- M-27 Water System Notes
- M-28 Standard Drawing Index - Pg 1
- M-29 Standard Drawing Index - Pg 2
- M-30 Straw Bale Dike
- M-31 Pavement Design Standards
- M-32 Pavement Marking Notes
- M-33 Storm System Notes
- M-34 Multi-use Path
- M-35 Removable Bollard

**Sewer**

- SS-1 Standard Manhole
- SS-2 Manhole Frame & Cover
- SS-3 Standard Sewer Service Lines
- SS-4 Standard Sewer Service Marker
- SS-5 Pipe Bedding & Backfill
- SS-6 Temporary Tee
- SS-7 Installation dog House Manhole
- SS-8 Force Main Location Wire Details

Applicable Drawings Include But Are Not Limited To Those Indicated By A Marked Box.  
The Contractor Shall Be Familiar With All Standard Drawings.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
			<h2 style="margin: 0;">STANDARD DRAWINGS</h2> <h3 style="margin: 0;">INDEX - PAGE 1</h3>	
				<small>CITY ENGINEER, PE 7432</small>
				<small>DATE:</small>
				<small>DWG NO.</small>
				<span style="font-size: 24pt;">M-28</span>

# CITY OF COEUR D'ALENE

## STANDARD DRAWINGS

### PLAN SHEET INDEX

STORM DRAINAGE

- SD-1 Catch Basin, Type 1
- SD-2 Grate Frame, Type 1
- SD-3 Grate Frame, Type 2
- SD-4 Catch Basin Grate
- SD-5 Catch Basin Installation Details
- SD-6A Type A Drywell
- SD-6B Type B Drywell
- SD-7 Residential Street Swale
- SD-8 Pipe Bedding / Backfill:  
Storm Drains
- SD-9 Curb Inlet Box, Type 1
- SD-10 Curb Inlet Box, Type 2
- SD-11 Swale Drain

WATER

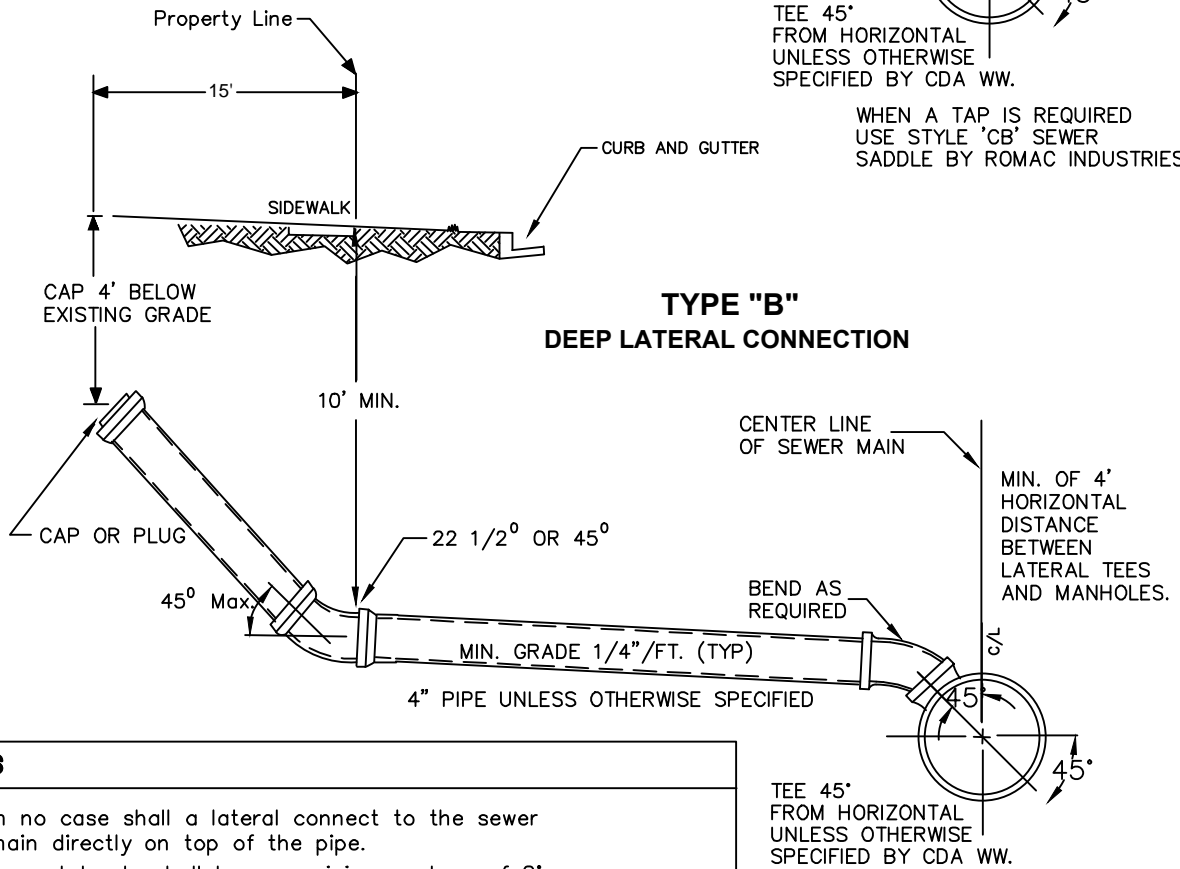
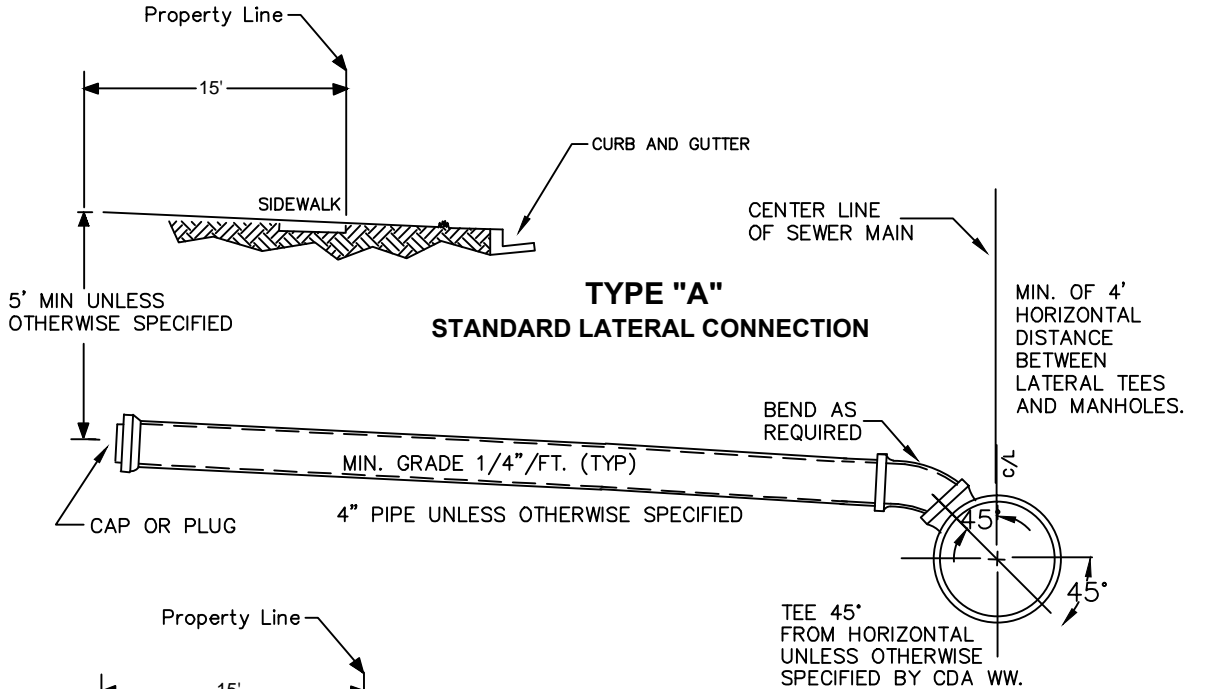
- W-1 1" Coppersetter Standard Pit  
Setting
- W-2 Water Meter Pit Locations
- W-3 Typical 6" Fire Hydrant Setting
- W-4 Fire Hydrant Locations
- W-5 Curb Stop Box Assembly
- W-6 Frost-free Blowoff Assembly
- W-7 1" Air Relief Assembly
- W-8 A.C. Main Crossing
- W-9 Thrust Blocking
- W-10 Thrust Block Bearing Area
- W-11 Pipe Bedding & Backfill: for  
Water Mains
- W-12 Cast Iron Valve Box - Two Piece
- W-13 Valve Box Adjustments for  
Overlay Projects
- W-14 2" Standard Pit Setting

WATER-Cont.)

- W-15 3" and Larger Meter Setting, Std.
- W-16 3" and Larger Meter Setting, Irr.
- W-17 3" and Larger Service Vault
- W-18 Pressure Sustaining Valve Assy.
- W-19 Pressure Reducing Station Assy.
- W-20 RPBA Premise Isolation, Std.
- W-21 RPBA Premise Isolation, Alt.
- W-22 Atmospheric Vacuum Breaker
- W-23 Standard Pressure/Spill Resistant  
Vacuum Breaker Assy. Installation
- W-24 Approved 3" or Larger DCVA, PI
- W-25 Approved 1" & 2" DCVA for PI
- W-26 Approved DCVA for Irr. Install.
- W-27 Approved Air Gap Standard
- W-28 Monitoring Well Casing Mods.
- W-29 Valve Operating Nut Depth
- W-30 24" Manhole Cover, Hern IW
- W-31 RPBA Install for Irr. System
- W-32 RPBA Install for Interior PI
- W-33 1" & 2" Service Reconnect
- W-34 Water Main Flushing Chart
- W-35 Approved Pressure Testing Meth.
- W-36 Allowable leak Loss Table
- W-37 Approved RPBA for Ext. PI
- W-38 Approved DCVA for Int. PI
- W-39 Service Abandoned at Corp Stop  
- IPS and PJ
- W-40 Service Abandoned at Corp Stop  
- Copper
- W-41 Abandoning AC Pipe Direct Tap  
Corp Stop

Applicable Drawings Include But Are Not Limited To Those Indicated By A Marked Box.  
The Contractor Shall Be Familiar With All Standard Drawings.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
			<h2 style="margin: 0;">STANDARD DRAWINGS</h2> <h3 style="margin: 0;">INDEX - PAGE 2</h3>	
				<small>CITY ENGINEER, PE 7432</small>
				<small>DATE:</small>
				<small>DWG NO.</small>
				<span style="font-size: 1.5em;">M-29</span>



**NOTES**

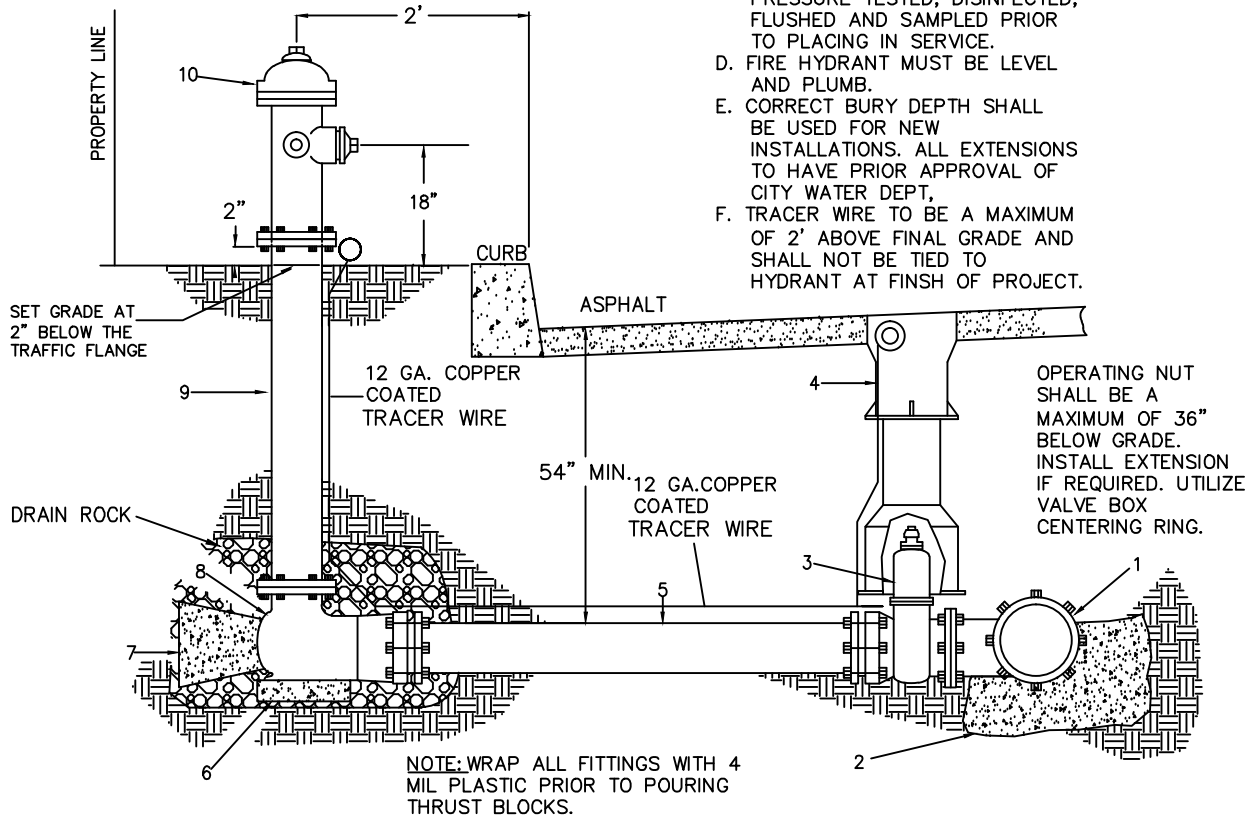
1. In no case shall a lateral connect to the sewer main directly on top of the pipe.
2. Sewer laterals shall have a minimum slope of 2'.
3. All joints on sewer lateral pipe shall be compression type or approved solvent weld.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
		5/31/07		<b>STANDARD SEWER SERVICE LINES</b>
		6/12/07	CITY ENGINEER, PE 7432	
		3/17/08	DATE:	
			DWG NO. SS-3	



**NOTE:** CURRENT ACCEPTED FIRE HYDRANTS(ONLY)

- A. MUELLER CENTURION
- B. WATEROUS PACER (WITH 16" UPPER STANDPIPE)
- C. ALL FIRE HDYRANTS SHALL BE PRESSURE TESTED, DISINFECTED, FLUSHED AND SAMPLED PRIOR TO PLACING IN SERVICE.
- D. FIRE HYDRANT MUST BE LEVEL AND PLUMB.
- E. CORRECT BURY DEPTH SHALL BE USED FOR NEW INSTALLATIONS. ALL EXTENSIONS TO HAVE PRIOR APPROVAL OF CITY WATER DEPT,
- F. TRACER WIRE TO BE A MAXIMUM OF 2' ABOVE FINAL GRADE AND SHALL NOT BE TIED TO HYDRANT AT FINSH OF PROJECT.



**HYDRANT SPECIFICATIONS**

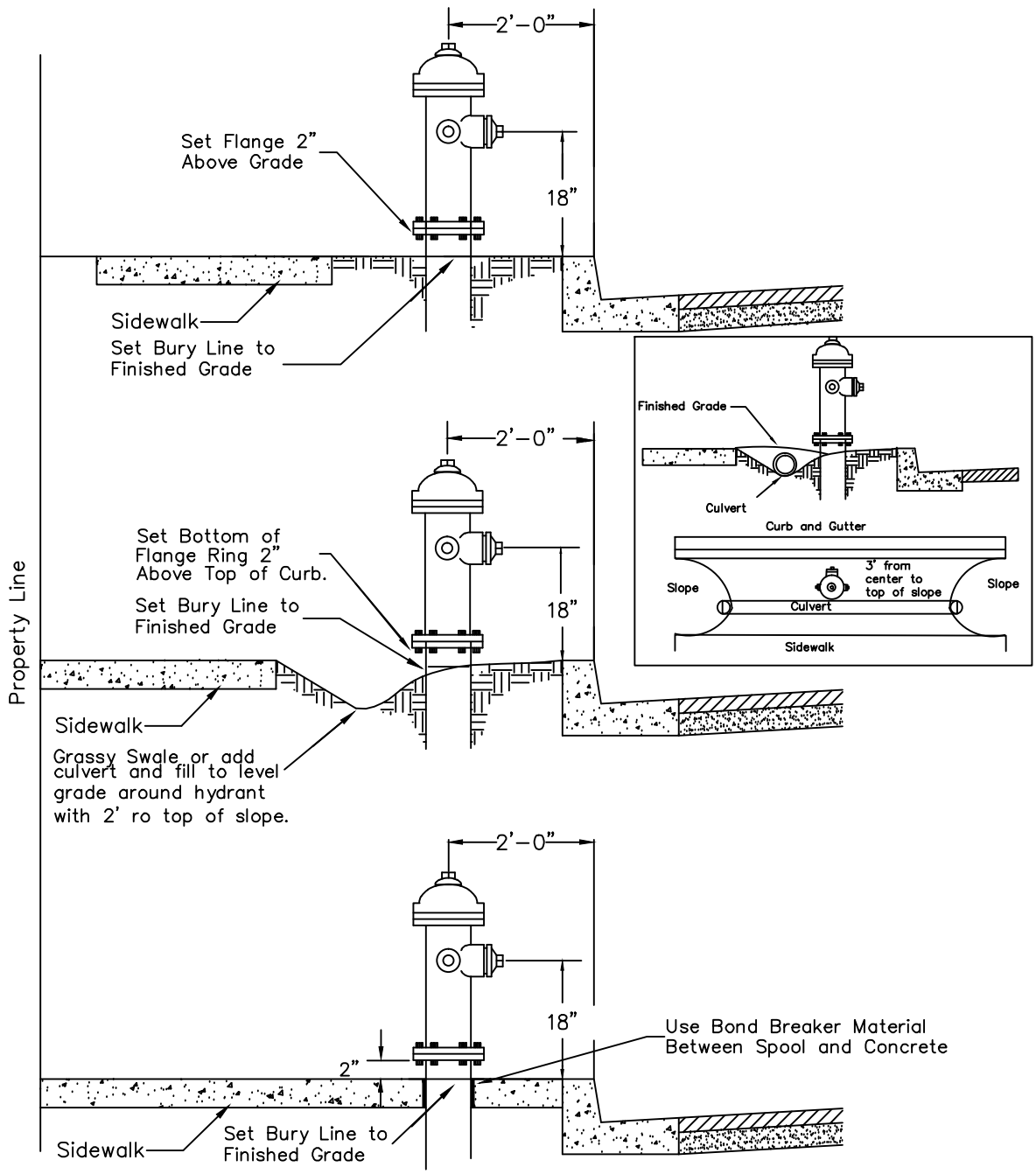
- \* 6" DRYBARREL FIRE HYDRANT SUITABLE FOR A 5' TRENCH.
- \* 6" MECHANICAL JOINT BOTTOM CONNECTION.
- \* 1 1/2" PENTAGON OPERATING NUT, OPEN LEFT.
- \* TWO 2 1/2" HOSE NOZZLES NST.
- \* ONE PUMPER NOZZLE 4 1/2" NST.
- \* HYDRANT COLOR-CHROME YELLOW.
- \* 150 IBS. W.W.P., 300 IBS. WTP.
- \* MODERN PROFILE TYPE.

**NOTE: FIRE HYDRANT SETTINGS**

- A. SHALL BE SQUARE TO CLOSEST CURB.
- B. ALL PORT CAP CHAINS SHALL BE ATTACHED TO CAPS AND HYDRANT.
- C. ALL FIRE HYDRANTS SHALL BE SAFETY CHROME YELLOW ONLY!
- D. ALL FIRE HYDRANTS SHALL BE A MINIMUM OF 5' FROM DRIVEWAYS OR OTHER FIXED OBSTRUCTIONS.
- E. BOLLARDS MAY BE REQUIRED FOR ADDITIONAL PROTECTION BY FIRE DEPT.
- F. LIVE TAPS ONLY WHEN ATTACHING TO EXISITNG WATER MAINS.

ITEM NO.	NO. REQ'D	DESCRIPTION
1	1	MAIN SIZE MJ x 6" FLANGE CAST IRON TEE OR DIRECT TAP SADDLE.
2	1	CONCRETE BLOCKING PER STD DWG W-9, W10
3	1	6" FLANGE x MJ GATE VALVE
4	1	TYLER CAST IRON VALVE BOX W/LID. SERIES 6855 OR APPROVED EQUAL.
5	1	6" C-900 PVC PIPE x REQ'D LENGTH OR APPROVED EQUAL
6	1	CONCRETE BLOCKING - 12" WIDE x 12" LONG x 4" THICK.
7	1	CONCRETE BLOCKING - APPROVED PRECAST OR POURED BLOCKING
8	1	BASE
9	1	EXTENSION
10	1	FIRE HYDRANT - WATEROUS PACER OR MUELLER CENTURION ONLY
NOTE: NUMBERS 8-10 COME PREASSEMBLED AS ONE UNIT.		

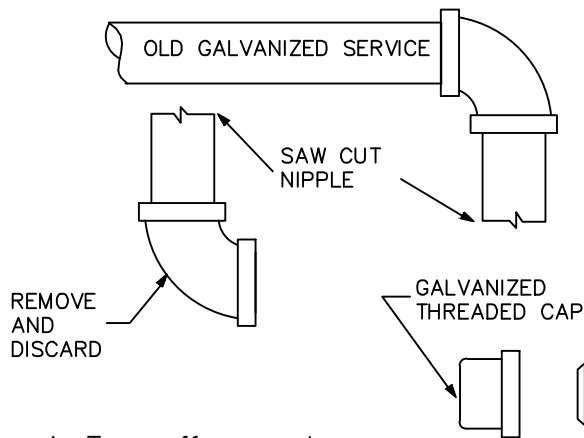
REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:	DATE:
			<b>TYPICAL 6" FIRE HYDRANT SETTING</b>	<i>Robert Diller</i>	4/4/11
				CITY ENGINEER, PE 7432	DATE:
				DWG NO.	W-3



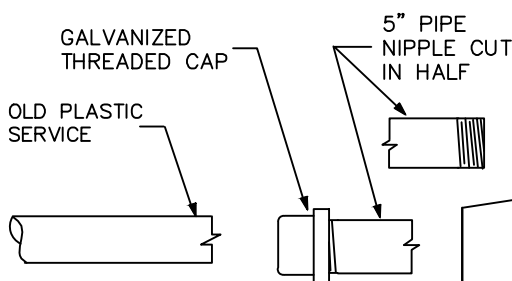
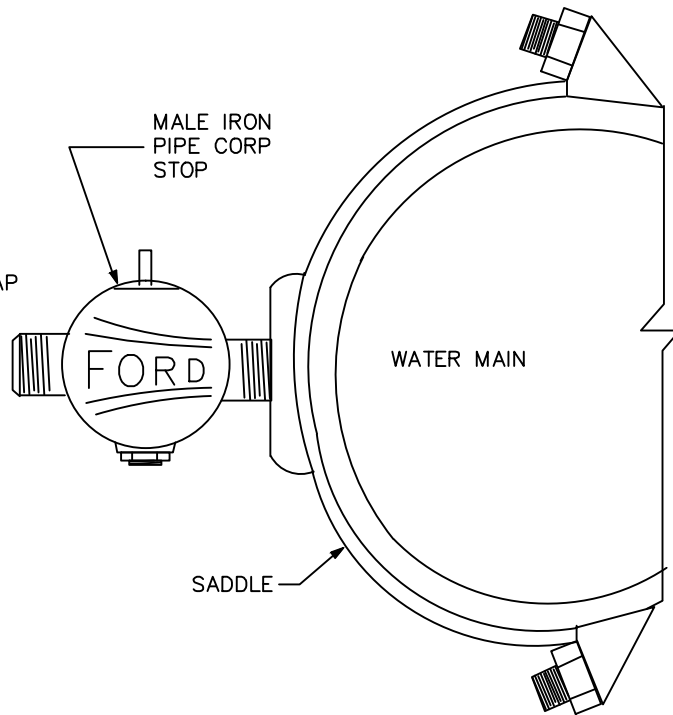
**NOTES**

1. When distance from hydrant to the top or toe of slope is less than 2 feet special installation will be required by the City Engineer.
2. Where hydrant is not protected by a vertical face of curb protective posts are required.
3. The centerline of the hydrant shall be located 5' minimum from curb return and minimum 5' from driveway or any fixed obstruction.

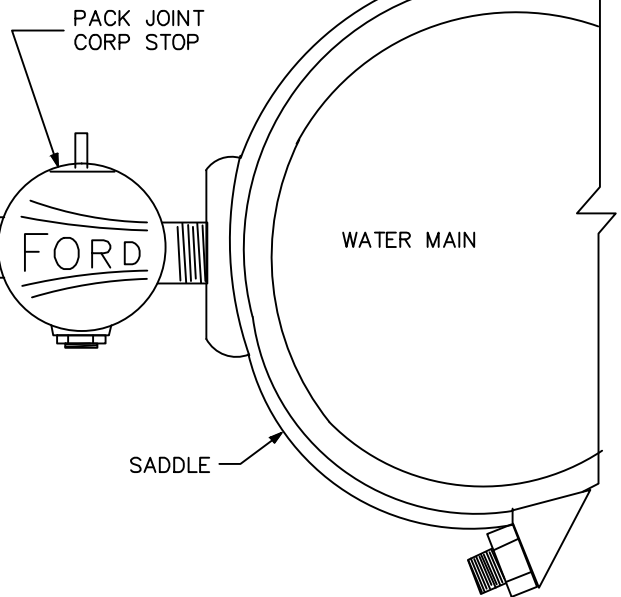
REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
			<b>FIRE HYDRANT LOCATIONS</b>	<i>Anders J. Jones</i> 4/4/11
				CITY ENGINEER, PE 7432 DATE:
				DWG NO. W-4



1. Turn off corp stop.
2. Cut nipple between elbows on swing joint.
2. Remove elbow from corp stop and discard.
3. Apply potable water approved sealant or thread tape to corp threads and install cap.
4. If corp leaks slightly, gently tighten bottom nut to seal.



1. Turn off corp stop.
2. Cut existing pipe 12" from corp stop, loosen PJ nut, remove and discard.
3. Saw cut 5" by size nipple in half, apply sealant and cap to nipple.
4. Insert nipple and cap into pack joint nut and tighten as necessary to seal.
5. If corp leaks slightly, gently tighten bottom nut to seal.



REVISION	APPROVED	DATE

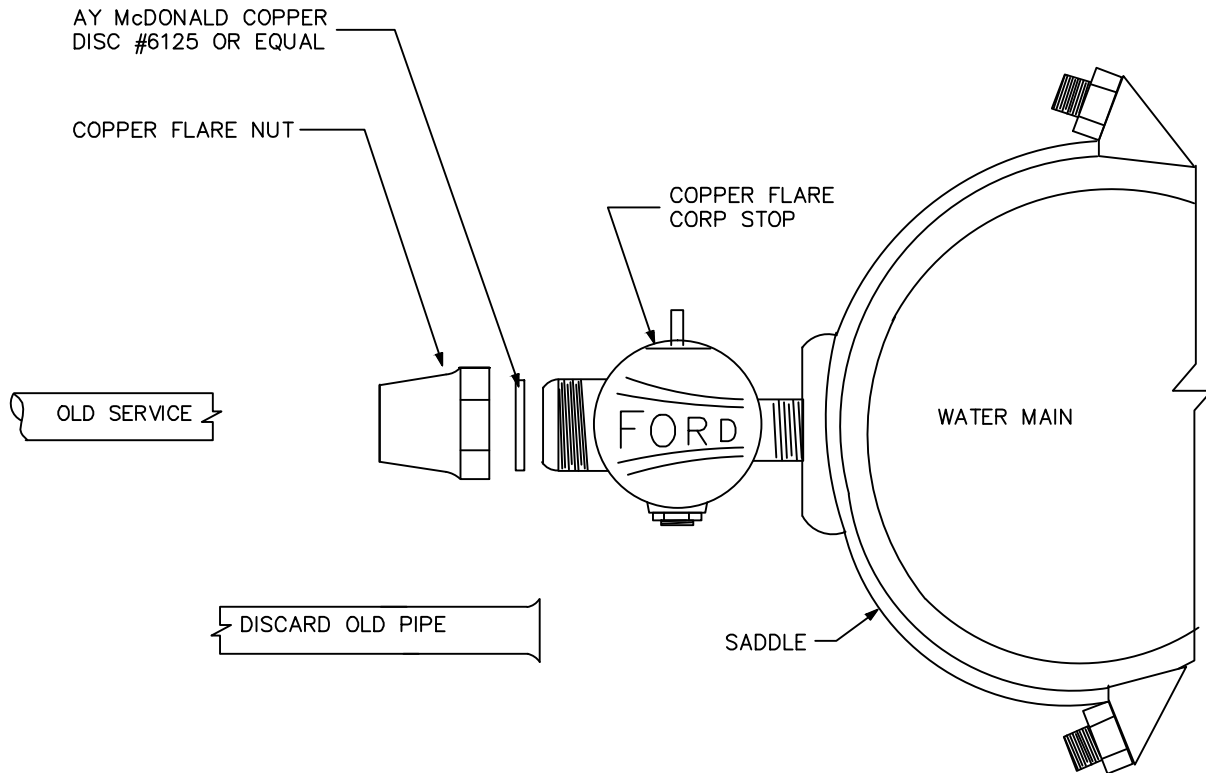
CITY OF COEUR d'ALENE STANDARD DRAWING

**SERVICE ABANDONED AT  
CORP STOP - IPS & PJ**

APPROVED BY:

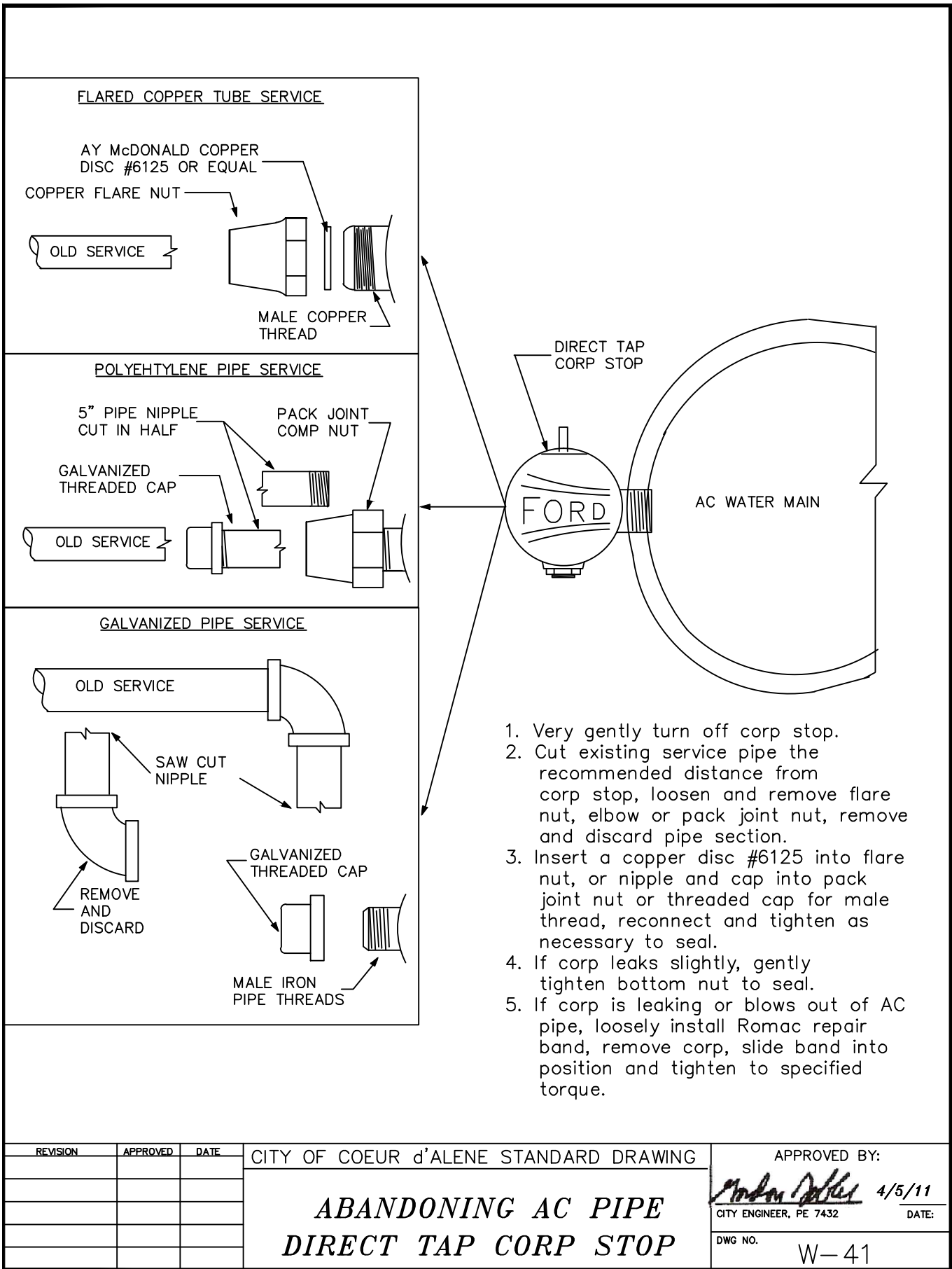
*Robert Nobile* 4/4/11  
CITY ENGINEER, PE 7432 DATE:

DWG NO. W-39



1. Turn off corp stop.
2. Cut existing copper pipe 12" from corp stop, loosen and remove flare nut, remove and discard copper pipe.
3. Insert a copper disc #6125 into flare nut, reconnect and tighten as necessary to seal.
4. If corp leaks slightly, gently tighten bottom nut to seal.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:	DATE:
			<b>SERVICE ABANDONED AT CORP STOP – COPPER</b>	 CITY ENGINEER, PE 7432	4/4/11
					DATE:
				DWG NO.	W-40



REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
			<b>ABANDONING AC PIPE DIRECT TAP CORP STOP</b>	<i>Robert Doherty</i> 4/5/11 CITY ENGINEER, PE 7432
				DWG NO. W-41 DATE:

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** April 21, 2011  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Approval for sole source expenditure of traffic signal equipment at 15<sup>th</sup> & Margaret intersection.

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### **DECISION POINT**

Staff is requesting Council approval of sole source expenditure for traffic signal equipment for the signal at 15<sup>th</sup> Street and Margaret Ave from Northwest Signal Supply.

### **HISTORY**

A traffic signal at 15<sup>th</sup> & Margaret was on the Capitol Improvement plan for this year. The signal has been designed and we are now ready for construction. 15<sup>th</sup> street will be widened to 48' to allow for left turn pockets and bike lanes. In addition, the curb radii will be widened to 30' to facilitate school buses and other large vehicle turns. When traffic signals are constructed as a stand alone project by the City, the City will buy the traffic signal equipment in order to make sure it is compatible with existing equipment.

### **FINANCIAL ANALYSIS**

Funds for the traffic signal equipment come from impact fees. The cost for all the equipment is around \$150,000. A list of the specific equipment to be purchased is shown on the approved traffic signal plans.

### **PERFORMANCE ANALYSIS**

Idaho code requires purchases for personal property in excess of \$50,000 to publicly bid. However, an exception can be made for sole source expenditures when there is only one source reasonably available and "Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration" (67-2808).

All of our traffic signal equipment (poles, mast arms, lights, cabinet, controllers, detection, conflict monitors, etc.) is provided by the same manufacturers in order to maintain compatibility between the component parts, availability of service, and to reduce the expense necessary to stock replacement parts. Many of the component parts are configured to operate with other specific component parts of the signal, making it infeasible to accept substitutes that would inevitably occur through the bidding process. In addition, service for the controllers, detection, and related signal logic equipment is provided by the supplier. So, it is critical that the

supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures. Northwest Signal Supply is the closest and they are located in Portland, in addition, all of the existing signal equipment is serviced by them. Finally, it is infeasible to stock replacement parts for multiple manufacturers of a single piece of equipment. When equipment fails it must be replaced immediately or the signals will not operate, so we must have these parts on hand. Having one manufacturer means we only need one or two controllers, conflict monitors, load switches, etc. instead of several of each. The cost of keeping an inventory like that would be substantial.

## **RECOMMENDATION**

Staff recommends that Council adopt a resolution approving the sole source expenditure for traffic signal equipment for the 15<sup>th</sup> Street and Margaret Ave intersection.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 04-08-2011  
Department Name / Employee Name / Date

Request made by: Earl Carroll 772-7741  
Name / Phone

11060 North Braymer Street Hayden ID 83835  
Address

The request is for: / / Repurchase of Lot(s)  
Companion /  / Transfer of Lot(s) from Tom Hanson to Debra h. Setter and Tracy A. Hanson  
Niche(s): 029, \_\_\_\_\_, \_\_\_\_\_  
Lot(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: NEA Section: Riverview

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

Copy of /  / Deed or / / Certificate of Sale must be attached.

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

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

Title transfer fee (\$ 40<sup>00</sup> ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 547783

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No

2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Tom Hanson

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 900<sup>00</sup> per lot.

RDE 4/21/11  
Supervisor's Init. Date

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

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

Person making request is authorized to execute the claim: [Signature] 4-21-11  
Attorney Init. Date

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

Susan K. Weather 4-21-11  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / / ; original and support documents returned to City Clerk / /

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

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



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

112865

Request received by: Municipal Services / Kathy Lewis / 04-05-11  
Department Name / Employee Name / Date

Request made by: Eugene C. Compton / 765-3738  
Name / Phone

2055 West Marlborough CDA  
Address

The request is for: / / Repurchase of Lot(s)  
 /  Transfer of Lot(s) from Eugene C. Compton to Robert and Jerry Wright  
Niche(s): 068, 067, \_\_\_\_\_

Lot(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: Ng C Section: Riverview

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

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

Title transfer fee (\$ 1000) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 544873

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vormer Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

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

RDE / 4/5/11  
Supervisor's Init. / Date

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

- 1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] / 4/5/11  
Attorney Init. / Date

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

Susan K. Weathers / 4-6-11  
City Clerk's Signature / Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4/22/2011  
Department Name / Employee Name / Date  
Request made by: Donald J. Thom 762-8684  
Name / Phone  
11205 Rocking R Road Happen ID 83835  
Address

The request is for: / / Repurchase of Lot(s)  
 Transfer of Lot(s) from Herman Thom to Donald Thom

Niche(s): \_\_\_\_\_  
Lot(s): 07, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 17 Section: C

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\* Heir

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

Title transfer fee (\$ 4000 ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 547894

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Sheri Carroll  
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:  
Herman J. Thom
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 50.00 per lot.

RDF 4/20/11  
Supervisor's Init. Date

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

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: MG 4/22/11  
Attorney Init. Date

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

Susan K. Weathers 4-22-11  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4/21/2011  
Department Name / Employee Name / Date  
Request made by: Shelly Boyd 712-5291  
Name / Phone  
2177 East Totten Dalton Gardens, ID 63815  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 470, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: Riverview

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

Copy of  Deed or  Certificate of Sale must be attached.

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

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

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

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vornie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

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

Shelly Boyd

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

RDE 4/21/11  
Supervisor's Init. Date

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

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

Person making request is authorized to execute the claim: [Signature] 4/21/11  
Attorney Init. Date

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

Susan K. Weather 4-21-11  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

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

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

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4-18-11  
Department Name / Employee Name / Date  
Request made by: Margaret Oldendorph 208-772-9150  
Name / Phone  
10884 Joshua Court Hayden ID 83835  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 11, 12, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 73 Section: B

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

Copy of  Deed or  Certificate of Sale must be attached.

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

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

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

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonne Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes /  No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Robert and Margaret Oldendorph
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

RDE 4/19/11  
Supervisor's Init. Date

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

1. Quit Claim Deed(s) received:  Yes /  No.
- Person making request is authorized to execute the claim: [Signature] 4-19-11  
Attorney Init. Date

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

Susan K. Weathers 4-20-11  
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.

# ANNOUNCEMENTS

# Memo to Council

DATE: April 25, 2011

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the May 3rd Council Meeting:

BRAD JORDAN

PLANNING COMMISSION

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Shana Stuhlmiller, Planning Commission Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

April 25, 2011  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
John Bruning

**COMMITTEE MEMBER ABSENT**

Ron Edinger

**CITIZENS PRESENT**

Steve Bell  
Tom Hasslinger, CDA Press

**STAFF PRESENT**

Wes Somerton, Chief Criminal Deputy City Attorney  
Capt. Steve Childers, Police Department  
Lt. Bill McLeod, Police Department  
Renata McLeod, Project Coordinator  
Mike Gridley, City Attorney  
Doug Eastwood, Parks Director  
Jon Ingalls, Deputy City Administrator  
Juanita Knight, Senior Legal Assistant

**Item 1. Lease Agreement / St. Vincent de Paul for 102 & 106 Homestead.  
(Resolution No. 11-017)**

*[Due to a conflict of interest, Councilman John Bruning recused himself from voting on this item]*

Renata McLeod, Project Coordinator, is requesting approval of 2 lease agreements with St. Vincent de Paul for city-owned property located at 102 and 106 Homestead Avenue, Coeur d' Alene, Idaho.

Ms. McLeod explained that at the February 15, 2011 City Council meeting the City Council authorized staff to complete a land acquisition of existing affordable housing located at 102 and 106 Homestead Avenue and negotiate a lease agreement with St. Vincent De Paul of North Idaho to manage the property. Authorizing these agreements will allow St. Vincent de Paul to manage the current tenants, maintain the property, and move forward in seeking additional funding through a HUD 811 grant application. St. Vincent de Paul will provide the City with payments of \$20,000 for seven (7) years and the remaining \$10,000 in year 8 of the term of the lease. These payments equal \$150,000, which assists with the cost of the property purchase that will be developed in the future.

**FOR TO LACK OF QUORUM, THIS ITEM IS FORWARDED TO THE FULL CITY COUNCIL WITHOUT A RECOMMENDATION.**

**Item 2. Lease Renewal / Independence Point Concession Stand.  
(Resolution No. 11-015)**

Doug Eastwood, Parks Director, is requesting approval to extend the food concession agreement with Tiki Hut for the 2011 season. Mr. Eastwood stated that this food vendor provides a service to the public what the city does not. It is in a good location that is well known and visible to daily park visitors and new visitors. The Parks Department received many comments from the park visitors that they were quite pleased with the vendor, the staff, and the service.

**MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council adopt Resolution No. 11-015 approving the Food Concession Agreement with Tiki Hut for the 2011 season.**



**Item 3. Citizen Request / Ban on Cell phone – Texting while driving.**  
**(Discussion Only)**

Steve Bell expressed his disappointment that the proposed bill banning cell phone use / texting failed at the Legislature again. As a result, he is back requesting the City do something at the local level. Mr. Bell reiterated the importance of awareness. Mr. Bell also distributed to the Council Members lists of other states / municipalities that have passed various types of laws regarding cell phone use / texting while driving.

Wes Somerton, Chief Deputy City Attorney, explained that if the City is trying to deal with distracted drivers, there are sufficient laws already in place that deal with that [inattentive & careless driving]. If the City is trying to deal with cell phone use / texting while driving, it needs to be a primary offense. Though, it will be very difficult to enforce and to prosecute in court. Mr. Somerton stated that if the City is considering going this direction, though he would recommend they not, it should be a cell phone ban requiring hands free only and prohibiting the use of electronic communication devices of any kind [computers, email, texting, cell phones, smart phones, any kind of communication that will be sending or receiving a message]. Mr. Somerton added that the objective here is to change the behavior that creates the distracted driving.

Captain Steve Childers went on to explain the various enforcement issues the Police Department would face, if this type of law was passed.

Councilman Bruning mentioned signage. Would the City need to sign every entrance to the city. Mr. Somerton responded, yes. The City would need to make a good faith effort to sign all major thoroughfares.

Councilman Kennedy stated that he agrees with Mr. Bell in that there is a real issue with cell phone use and driving. The more he looks at this, the more he's concerned about genuine enforcement with it. Councilman Kennedy noted that the City sent a letter of support to the Legislature. He personally talked with members of the State Legislature and the Association of Idaho Cities encouraging them to go forth with the ban.

Councilman Kennedy and Councilman Bruning agreed that this issue needs to be addressed at the state level as it would be virtually impossible to enforce at the local level.

Councilman Kennedy said he would continue to encourage lobbying this at the state level. He will also encourage other entities to do the same.

The meeting adjourned at 12:40 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: APRIL 30, 2011

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO

---

**DECISION POINT:** To authorize the lease agreement with St. Vincent de Paul for city-owned property located at 102 and 106 Homestead Avenue, Coeur d'Alene, Idaho.

**HISTORY:** At the February 15, 2011 City Council meeting the City Council authorized staff to complete a land acquisition of existing affordable housing located at 102 and 106 Homestead Avenue and negotiate a lease agreement with St. Vincent De Paul of North Idaho to manage the property. Supporting affordable housing has been a goal of the City since the 2006 Housing Needs Assessment was completed, providing the City with information regarding the needs within the city limits. Additionally, the use of the Community Development Block Grant dollars has allowed the City additional funds to collaborate with local service providers such as St. Vincent de Paul, who provide many services to the community's low-income citizens.

On December 30, 2010, the City advertised a request for qualifications, seeking partners to manage the existing housing units and to seek a HUD 811 grant, which would provide an opportunity for 14 additional units on the property, specifically for low-income citizens with chronic mental illness. St. Vincent de Paul was the sole responder. Additionally, St. Vincent de Paul manages 200+ units of housing within our community.

**FINANCIAL ANALYSIS:** St. Vincent de Paul will provide the City with payments of \$20,000 for seven (7) years and the remaining \$10,000 in year 8 of the term of the lease. These payments equal \$150,000, which assists with the cost of the property purchase that will be developed in the future.

**PERFORMANCE ANALYSIS:** Authorizing this agreement will allow St. Vincent de Paul to manage the current tenants, maintain the property, and move forward in seeking additional funding through a HUD 811 grant application.

**RECOMMENDATION:** Staff recommends the authorization of the attached Lease Agreement with St. Vincent De Paul of North Idaho for property located at 102 and 106 Homestead Avenue.

RESOLUTION NO. 11-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE LEASE OF CITY PROPERTY AT 102 AND 106 HOMESTEAD, COEUR D' ALENE, IDAHO TO ST. VINCENT dePAUL OF NORTH IDAHO.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into two (2) Lease Agreements with St. Vincent de Paul, containing the substantive provisions of the lease agreement attached hereto as Exhibit "A" and by reference incorporated herein; and

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

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Lease Agreements with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 3<sup>rd</sup> day of May, 2011

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

## LEASE AGREEMENT

This lease agreement made this 3<sup>rd</sup> day of May, 2011, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho ("City") with its principle place of business at 710 East Mullan Avenue, Coeur d'Alene, ID 83814 and the **St. Vincent de Paul** of North Idaho a non-profit corporation organized pursuant to the laws of the State of Idaho ("St. Vincent") with its principle place of business at 108 Walnut Avenue, Coeur d'Alene, Idaho 83814.

The Parties hereby agree as follows:

1. **PREMISES:** The City hereby leases to St. Vincent real property located at 102 and 106 Homestead Avenue, , hereinafter referred to as the Premises. The Premises are legally described on Exhibit "A," attached hereto and incorporated herein by this reference.
2. **PURPOSE:** The purpose of this Lease is to allow St Vincent to:
  - A. Operate and maintain the existing single-family resident located at 102 Homestead Avenue;
  - B. Manage, operate, and maintain the six (6) two (2) bedroom units and one (1) one (1) bedroom unit located at 106 Homestead Avenue in accordance with "Idaho Housing Agency Low-Income Housing Tax Credit Regulatory Agreement" attached hereto as Exhibit "B" and by this reference is incorporated herein;
  - C. Pursue funding, development, construction and maintenance of a Housing and Urban Development ("HUD") Section 811 housing development on the Premises consistent with the provisions of this Lease Agreement.

No other use may be made of the Premises without the written permission of the City.

3. **TERM OF LEASE:**
  - A. **Original Term:** The Lease will commence April 1, 2011 and will extend for seventy five (75) years as long as the lease conditions continue to be met.
  - B. **Option to Extend:** St. Vincent is hereby given the exclusive option to extend the term on all the provisions contained in this Lease for one (1) additional twenty five (25) year period ("extended term") following expiration of the original term, by giving notice of exercise of the option ("extension notice") to the City at least six (6) months before expiration of the original term. Provided, however, that if Tenant is substantially in default on the date of giving the extension notice on the date the extended term is to commence, or if Tenant has not substantially and timely complied with the terms of the Lease for the original term, the extension notice shall be ineffective, the extended term shall not commence and this Lease shall expire at the end of the original term.

C. Holdover Period: If St. Vincent, with the City's consent, remains in possession of the Premises after expiration or termination of the term, including any extended term, or after the date in any notice given by the City to St. Vincent terminating this Lease, such possession by Tenant shall be deemed to be a year to year tenancy terminable by either party on giving thirty (30) days notice of termination to the other party. All provisions of this Lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

4. RENT: Beginning upon commencement of this Lease Agreement, St. Vincent will pay to the City the rental amounts in accordance to the following schedule, totaling \$150,000 during an eight-year term:

A. For year one (1), St. Vincent will pay the City a minimum of Fifteen Thousand Dollars (\$15,000.00) due to the unknown profitability of the first year of management, however, it is the desire of the parties to pay the full annual payment of Twenty Thousand Dollars (\$20,000) by March 31, 2012.

B. For year two through year seven (7), St. Vincent will pay the City Twenty Thousand Dollars and no/100 (\$20,000.00) annually by March 31.

C. For year eight (8), St. Vincent will pay the City Ten Thousand Dollars and no/100 (\$10,000.00) or Fifteen Thousand Dollars if a full payment of twenty Thousand Dollars (\$20,000) was not made in year one (1), payable by March 31.

D. For each additional year of the term, extended term or holdover period, St. Vincent will pay the City one dollar and no/100 (\$1.00).

Payment of the annual rental amount is due and payable to the City Treasurer according to the timeline and amounts outlined above..

5. USE OF RENTAL INCOME BY ST. VINCENT: With the exception of the rental amounts due to the City under Section 4 above, St. Vincent's agrees to use all rental income it derives from operating the Premises on constructing, operating and maintaining affordable housing projects within the city limits of Coeur d'Alene, with a target toward 60% and below median income population, in accordance to the applicable fiscal year HUD Income Limits documentation for the Coeur d'Alene, ID MSA area.

6. CONDITION OF PREMISES: The Premises consists of two parcels. Specifically, 102 Homestead Avenue, which contains a single-family residence constructed in 1940, and 106 Homestead, which contains two multi-family buildings, constructed in 1992, that contains six (6) two (2) bedroom units and one (1) one (1) bedroom unit. The City makes no representation regarding the fitness of the Premises for the Lease purpose. St. Vincent has fully inspected the Premises and accepts it in its present condition. The City shall have no obligation to construct any leasehold improvements or otherwise prepare the Premises for St. Vincent's occupancy.

7. COMMENCEMENT OF CONSTRUCTION: It is assumed that St. Vincent will seek grant

funding for a future HUD 811 project to be constructed on the premises. St. Vincent agrees that any proposed new construction plans shall be provided to the City for review and input prior to submittal of a building permit.

8. ALTERATIONS/MAINTENANCE AND REPAIR: During the term of this lease, maintenance of all improvements constructed or placed on the Premises shall be the sole responsibility of St. Vincent. St. Vincent shall at all times during the term of this Lease, at its own expense, keep the Premises and all improvements constructed or placed thereon, in good order and repair and will comply with all property management duties contained in the Scope of Work attached hereto as Exhibit "C" and by this reference incorporated herein.

9. FIRE INSURANCE: The City shall maintain fire insurance on all structures currently on the premises. All new improvements constructed or placed on the Premises must be insured by St. Vincent against loss or damage by fire, flood or other casualty during the term of this Lease. Each party will be solely entitled to receive all payments paid under the terms of fire, flood or casualty insurance policies obtained by the party.

10. DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS: In case of damage by fire, flood or other casualty to the Premises or any improvement constructed or placed thereon, St. Vincent shall repair the Premises and all improvements as soon as is reasonably possible under the circumstances. If the damage is so extensive as to amount practically to the total destruction of the leased Premises or of the improvements thereon, St. Vincent shall either reconstruct the improvements, if the City so desires, to satisfy the Lease purpose or notify the City in writing within twenty (20) days of the damage of its intention to terminate this Lease. If St. Vincent opts out of this Lease, it must restore the Premises, at its sole cost and expense, to the condition existing at the time this Lease commenced. In determining what constitutes a reasonable time for repair, reasonable consideration shall be given to delays caused by strikes, acts of nature, adjustment of insurance, and other causes beyond St. Vincent's control.

11. PUBLIC LIABILITY INSURANCE: St. Vincent covenants and agrees to procure and maintain at its sole expense throughout the continuance of this Lease, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty (30) days advance written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to the City upon request.

12. WAIVER OF SUBROGATION: The parties hereby release each other and their respective authorized representatives from any claims for damage to any person, the Premises and/or any improvements constructed or placed thereon that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or if it is obtainable only by the

payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

13. REMOVAL OF IMPROVEMENTS: At the end of the term of the Lease, or upon the termination of this Lease for any reason, all improvements then situated on the Premises shall become the sole property of the City and are hereby quitclaimed to the City upon the happening of any termination event. St. Vincent agrees to execute any document deemed necessary by the City to transfer all its rights and interest in all of the improvements on the Premises at the time of any termination event. The City may waive the entitlement given it by this paragraph, but only by written notice thereof delivered to St. Vincent within sixty (60) days after the happening of a termination event. If such notice is given, St. Vincent shall, at its expense, remove all such improvements within six (6) months after the City repossesses the Premises. If St. Vincent fails to remove any improvement within the time allowed by this Section, the same shall be conclusively deemed to be abandoned by St. Vincent and shall belong solely to the City without claim or right on the part of St. Vincent.

14. IHFA Assignment and Assumption Agreement: The IHFA Assignment and Assumption Agreement is , attached hereto as Exhibit “D” is incorporated into this agreement as if fully set out herein. In the event, that any provision of this Lease Agreement contradicts any provision contained in the Assignment and Assumption Agreement, the provision in the Assignment and Assumption Agreement shall control

15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: St. Vincent is solely responsible for ensuring compliance with all Federal, State and Local laws and regulations governing the provision of housing on the Premises as contemplated by the Lease purpose including, but not limited to, the Fair Housing Act and Americans with Disabilities Act.

16. INDEMNIFICATION: St. Vincent, as a material part of the consideration to be rendered to the City under this Lease, hereby waives all claims against the City for damages to it improvements on the Premises, or the personal property of any of its tenants or for injuries to persons in or about the Premises from any cause arising at any time for which there is no valid and collectible insurance unless said damages or injuries result from the City’s or the City’s officer’s, agent’s or employees’s gross negligence. St. Vincent will also indemnify, defend and hold the City and its officer’s, agent’s and employees’s harmless from any damage or injury to any person, or personal property of any person, arising from St. Vincent’s use of the Premises.

17. NOTICE: All notices and other communications required or permitted under this Lease Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional



messenger service) addressed to the party for whom it is intended at its address as set forth above, or by personal service as allowed by the Idaho Rules of Civil Procedure.

18. QUIET ENJOYMENT: The City covenants that upon payment of the rent herein provided and the performance by St. Vincent of all covenants herein, St. Vincent shall have and hold the Premises, free from any interference from the City, except as otherwise provided for herein.

19. ASSIGNMENT AND SUBLETTING: St. Vincent may not assign, transfer, or encumber this Lease or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. St. Vincent may rent or lease existing and newly constructed housing units upon the Premises to tenants as contemplated by the Lease purpose.

20. ATTORNEY FEES: If any action shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

21. ARBITRATION: Any controversy arising from this Lease or its breach shall be resolved by arbitration in accordance with the then prevailing Rules of the American Arbitration Association, and any judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction.

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

23. TAXES: St. Vincent will be responsible for any taxes, if any, that are assessed on the real property, which is the subject matter of this lease.

24. TIME OF THE ESSENCE: Time is of the essence of this lease.

25. COMPLETE AGREEMENT: It is hereby mutually agreed and understood that this agreement contains all agreements, promises, and understandings between the City and St. Vincent and that no other agreements, promises, or understandings shall or will be binding on either the City or St. Vincent in any dispute, controversy, or proceeding at law and any addition, variation or modification to this agreement shall be void and ineffective unless in writing and signed by both the parties hereto.

26. VENUE AND CHOICE OF LAW: Should any legal claim or dispute arise between the Lessor and the Lessee, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.

27. TERMS BINDING: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessee has caused this lease to be executed by its Mayor and City Clerk and its corporate seal affixed, and the Lessor has executed the same, the day and year first above written.

CITY OF COEUR D' ALENE,  
LESSEE

ST. VINCENT dePAUL of NORTH IDAHO  
LTD, LESSOR

By: \_\_\_\_\_  
Sandi Bloem, Mayor

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

ATTEST:

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

**Exhibit "A"**

LEGAL DESCRIPTION

102 Homestead Avenue:

That portion of the Southwest Quarter of the Northwest Quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a point 1306.23 feet North and 2262.10 feet West of the Southeast corner of said Northwest Quarter of Section 12, being a point on the South side of Homestead Avenue; thence

West 100 feet, thence

South 251 feet; thence

East 100 feet; thence

North 251 feet to the PLACE OF BEGINNING

106 Homestead Avenue:

A part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as BEGINNING at a point 1306.23 feet North and 2162.10 feet West of the Southeast corner of the Northwest Quarter of said Section 12, being a point on the South side of Homestead Avenue; thence

West 100 feet, thence

South 251 feet; thence

East 100 feet; thence

North 251 feet to the PLACE OF BEGINNING

Exhibit "B"

1/23/91

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IDAHO HOUSING AGENCY  
LOW-INCOME HOUSING TAX CREDIT  
REGULATORY AGREEMENT

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STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss  
AT THE REQUEST OF  
*Homestead Ltd. Partnership*

Nov 18 11 44 AM '93

TOM TAGGART  
*Tom Taggart*  
DEPUTY  
FEE \$ 54

IDAHO HOUSING AGENCY  
LOW-INCOME HOUSING TAX CREDIT  
REGULATORY AGREEMENT

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LOW-INCOME HOUSING TAX CREDIT  
REGULATORY AGREEMENT

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This regulatory agreement (the "Regulatory Agreement" or "Agreement") is entered into between the Idaho Housing Agency (the "Agency"), an independent body corporate and politic and instrumentality of the State of Idaho, organized under Title 67, Idaho Code, as amended (the "Act") and ~~FESTIVE HOMESTEAD LIMITED~~ <sup>Partnership</sup>, a NON-PROFIT CORPORATION, organized under the laws of the State of Idaho (the "Housing Sponsor") as of the 24<sup>th</sup> day of June, 1992.

RECITALS

A. The Agency is prepared to allocate, in accordance with Section 42 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), to the Housing Sponsor the amount of Low-Income Housing Tax Credit (the "Credit") set forth on the Agency's Tax Credit Commitment (IHA Form No. TC-3) attached hereto as Exhibit "B" (the "Commitment") for buildings in a project (the "Project") to be developed on the site (the "Site") the legal description for which is set forth on Exhibit "A" attached hereto.

B. The Project may now or hereafter be financed by a mortgage loan (the "Mortgage Loan"), the indebtedness of which shall be evidenced by a mortgage note, secured by a mortgage (which shall be a first mortgage lien on the Project) and other security instruments (collectively hereafter referred to as the "Loan Documents").

C. Housing Sponsor has made application (the "Application") to the Agency for an allocation of low-income housing tax credit dollars to the Project in an amount not to exceed Thirty One Thousand Two Hundred Eighteen housing tax credit dollars (\$31,218).

D. Housing Sponsor and the Project must continuously comply with Section 42 and other applicable sections of the Code and the Treasury Regulations thereunder. Housing Sponsor understands that it is the sole responsibility of Housing Sponsor to comply with and cause the Project to comply with all applicable provisions of the Code.

E. The Housing Sponsor has represented to the Agency in its Application that Housing Sponsor shall lease 100% of the units in the Project to individuals or families whose income is 60% or less of area median gross income (including adjustments for family size) as determined in accordance with the Section 42(g) of the Code ("Qualifying Tenants"). Such units, leased to Qualifying Tenants, are hereinafter referred to as "Low-Income Units."

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F. As a condition for this allocation, the Housing Sponsor is prepared to execute this Regulatory Agreement which provides for an extended use of the Project by qualified low-income persons and related matters required by Section 42 of the Code and which will further the Agency's purpose under the Act of providing affordable housing for persons of low income for an extended period of time.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

1. Representations, Covenants and Warranties of the Housing Sponsor. The Housing Sponsor makes the following representations and warranties to induce the Agency to enter into this Agreement and further represents, warrants and covenants that:

a. The Housing Sponsor (i) is a NON-PROFIT CORPORATION <sup>TICAN</sup> duly organized under the laws of the State of IDAHO, and is qualified to transact business under the laws of the State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted (and as now contemplated by this Agreement) and (iii) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Housing Sponsor hereunder.

b. The execution and performance of this Agreement by the Housing Sponsor (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Housing Sponsor is a party or by which it or its property is bound, and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

c. The Housing Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the Loan Documents or other permitted encumbrances).

d. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Housing Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business

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substantially as now conducted (and as now contemplated by this Agreement and the Loan Documents) or would materially adversely affect its financial condition.

e. All information set forth in the Application of the Housing Sponsor continues to be true and correct.

f. The Project constitutes and will constitute residential rental property and a qualified low-income building or project, as defined in Section 42 of the Code and the regulations promulgated thereunder, the rental units of which will be rented or available for rental on a continuous basis to members of the general public. The Project consists of one or more buildings or structures containing one or more similarly constructed accommodations suitable for occupancy and containing separate and complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis and facilities which are functionally related and subordinate to such accommodations. No actions will be taken by the Housing Sponsor which will in any way affect the use of the Project therefor.

g. The Housing Sponsor will not knowingly take or permit to be taken any action which would have the effect, directly or indirectly, of subjecting the Housing Sponsor or the Project to noncompliance with Section 42 of the Code and the applicable Treasury Regulations. Housing Sponsor (not the Agency) accepts sole responsibility for complying with and causing the Project to comply with all applicable provisions of the Code.

h. The Housing Sponsor shall make available all units subject to the Credit available to the public and shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, family status or national origin in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operations and management of the Project.

i. The Housing Sponsor shall not:

(1) except with prior written notice to the Agency and pursuant to the provisions of this Agreement or the Loan Documents or except upon a sale, transfer or conveyance of the Project permitted under the terms of this Agreement, permit the sale, transfer, conveyance or encumbrance of the Project or any part thereof (except for leases of residential units) during the effective term of this Agreement, provided this covenant shall not apply to any encumbrance, conveyance or transfer in connection with a sale, transfer or other conveyance of the Project that complies with the requirements of the Loan Documents and this Agreement;



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(2) demolish any part of the Low-Income Units or substantially subtract from any real or personal property of the Low-Income Units; or

(3) permit the use of any Low-Income Units for any purpose other than rental housing during the term of this Agreement.

j. The Housing Sponsor warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith; provided, however, that in the case of any conflict with the Loan Documents, the Loan Documents shall control, provided that no provision of the Loan Documents shall shorten the Extended Low-Income Housing Commitment set forth in Section 6 below.

k. If the Housing Sponsor becomes aware of any situation, event or condition which would result in non-compliance of the Project or the Housing Sponsor with Section 42 of the Code or the Treasury Regulations thereunder, the Housing Sponsor shall promptly give written notice thereof to the Agency.

l. The Housing Sponsor shall insure that units occupied by Qualifying Tenants shall be of comparable quality to other units in the Project.

m. The Housing Sponsor represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Housing Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

2. Subordination of Agreement. This Agreement and the restrictions hereunder are subordinate to the Loan Documents of the Mortgage Loan, provided that no provision of the Loan Documents shall shorten the Extended Low-Income Housing Commitment set forth in Section 6 of this Agreement. In the event of foreclosure or transfer of title by deed-in-lieu of foreclosure, this Agreement and the restrictions hereunder will automatically terminate.

3. Term of Agreement. This Agreement shall terminate upon the termination of the Extended Low-Income Housing Commitment as provided in Section 6 hereof.

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4. Allocation. Subject to the conditions of this Regulatory Agreement, the Agency agrees to allocate the Credit as provided in its Commitment attached hereto as Exhibit B to this Agreement provided that Internal Revenue Service Form 8609 (or replacement form) shall not be issued by the Agency unless and until the Agency has received the recorded executed original of this Agreement. Housing Sponsor will assume sole responsibility for compliance with all provisions of the Agency's Commitment, the Agency's requirements for allocations of low-income tax credits and the Code. Housing Sponsor represents that it has made its own analysis and interpretation of the code requirements relating to the Credit and has not relied on, nor will it rely on, interpretations by the Agency or its staff or representatives as to any Code requirements in executing this Regulatory Agreement or in accepting the Agency's Commitment or in determining future compliance with the Code.

5. Occupancy Restrictions. The Housing Sponsor represents, warrants and covenants that:

a. At least 100% of the units in the Project (at least 6 units) shall be occupied (or treated as occupied as provided herein) by Qualifying Tenants (the "Low-Income Units") not later than the close of the first year of the Credit period subject to the provisions of Section 42(g)(3) of the Code, as amended. The determination of whether an individual or family is a Qualifying Tenant shall be made at least annually on the basis of the current income of such Qualifying Tenant(s). Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant even if such tenant's income rises above the applicable income limit as long as such tenant initially met such income limit and such unit continues to be rent restricted under Section 42 of the Code; provided that should such Qualifying Tenant's income subsequently exceed 140% of the applicable income limit, such tenant shall no longer be deemed a Qualifying Tenant if after such determination of income, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualifying Tenant. IN THE EVENT SUCH TENANT SHALL NO LONGER BE A QUALIFYING TENANT, HOUSING SPONSOR SHALL EVICT SUCH TENANT FOR FAILURE TO QUALIFY AS A QUALIFYING TENANT OR RENT THE NEXT AVAILABLE UNIT (OF A SIZE COMPARABLE TO, OR SMALLER THAN, SUCH UNIT) WHICH IS NOT A LOW-INCOME UNIT, TO A QUALIFYING TENANT SUCH THAT THE MINIMUM PERCENTAGE OF QUALIFYING TENANTS SET FORTH ABOVE IS MAINTAINED.

Vacant units formerly occupied by low-income individuals may continue to be treated as occupied by a qualified low-income individual for purposes of the set-aside requirement (as well as for determining qualified basis) provided reasonable attempts are made to rent the unit and no other units of comparable or smaller size in the project are rented to non-qualifying individuals.

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b. As a condition to occupancy, and each year after initial occupancy, each person who is intended to be a Qualifying Tenant or a Very Low-Income Tenant (as hereinafter defined) shall be required to sign and deliver to the Housing Sponsor an income certification (the "Income Certification") in a form substantially similar to that used by the Agency in its administration of tenant income certification under Section 8 of the U.S. Housing Act of 1937 (the "Law"). Housing Sponsor acknowledges that it has received a copy of such form(s) from the Agency and understands that the information required for such form(s) may change if requirements under the Law or the Code change. In such event it is Housing Sponsor's duty to revise the Income Certification to meet such requirements. In addition, persons applying to become Qualifying Tenants or Very Low-Income Tenants shall be required to provide substantially the same information, documents or certifications to substantiate the Income Certification.

c. The form of lease to be utilized by the Housing Sponsor in renting any units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification or the failure by such tenant to execute an Income Certification annually.

d. Income Certifications will be maintained on file by the Housing Sponsor with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year subject to audit by the Agency and the Internal Revenue Service.

6. Extended Low-Income Housing Commitment.

a. The "applicable fraction" as defined in 6.b below and in Section 42(c)(1) of the Code for any building in the Project shall not be less than 100% throughout the "extended use period" defined in 6.c below, subject to the "exceptions" in 6.d below.

b. "Applicable fraction" means the smaller of the "unit fraction" or the "floor space fraction" defined below:

(1) "Unit fraction" means the fraction the numerator of which is the number of Low-Income Units in the building and the denominator of which is the total number of residential units (whether or not occupied) in the building.

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(2) "Floor space fraction" means the fraction the numerator of which is the total floor space of the Low-Income Units in such building and denominator of which is the total floor space of all residential units (whether or not occupied) in such building.

c. "Extended use period" means the period beginning on the first day of the "compliance period" (defined in Section 42(i) of the Code) on which such building is part of a "qualified low-income housing project" (defined in Section 42(g) of the Code) and ending on the later of:

(1) the date which is 15 years after the close of such compliance period; or

(2) a date which is 25 years after the close of such compliance period. (insert "0" unless Housing Sponsor has agreed to a longer period as part of the competitive application process)

d. Exceptions --

(1) The above "extended use period" shall also terminate:

(a) on the date such building is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with the Housing Sponsor a purpose of which is to terminate such period, or,

(b) on the later of:

(i) the last day of the 1-year period beginning on the date (after the 14th year of the "compliance period") that the Housing Sponsor submits a written request to the Agency to find a person to acquire the Housing Sponsor's interest in the Low-Income Units (the low-income portion of the building as defined in Section 42(6)(H) of the Code) and the Agency is unable to present during such period a "qualified contract" (defined below) for the acquisition of the Low-Income Units by any person who will continue to operate such units as a qualified low-income building within the meaning of Section 42 of the Code.

(ii) the later date obtained by inserting 39th year in place of "14th year" in d.(1)(b)(i) above (this provision to be used if the Housing Sponsor has received extra points in the credit allocation competition process for agreement to a longer period).

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(2) A "qualified contract" means a bona fide contract to acquire (within a reasonable period after the contract is entered into) the non Low-Income Units of any buildings in the Project for fair market value and the Low-Income Units of buildings in the Project for an amount not less than the "applicable fraction" (defined above) of:

(a) The sum of:

(i) the outstanding indebtedness secured by, or with respect to, such building(s)

(ii) the adjusted investor equity (defined below) in such building(s), plus

(iii) other capital contributions not reflected in (i) above, reduced by

(b) Cash distributions from (or available for distribution from) the Project.

(c) "Adjusted investor equity" means, with respect to any calendar year, the aggregate amount of cash that taxpayers have invested with respect to the Project, increased by the amount equal to:

(i) such amount multiplied by

(ii) the cost of living adjustment for such calendar year, determined under Section 1(f)(3) of the Code by substituting the base calendar year (defined below) for "calendar year 1987."

(d) If the Consumer Price Index ("CPI") for any calendar year (as defined in Section 1(f)(4) of the Code) exceeds the CPI for the preceding calendar year by more than five percent, the CPI for the "base calendar year" shall be increased such that such excess shall never be taken into account under (2)(a), (b) and (c) above, subject to any regulations that may be promulgated under Section 42 of the Code.

(e) "Base calendar year" means the calendar year with or within which the first taxable year of the "credit period" (defined in Section 42(f)(i) of the Code) ends.

(3) In the case of a sale or exchange of only a portion of the Low-Income Units (defined above), provided such disposition is permitted under Section 6.e hereof and Section 42 of the Code, only the same portion (as the portion sold or exchanged) of the amount determined for purposes of a "qualified contract" (defined above) shall be taken into account thereunder.

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(4) The termination of a extended use period under d.(1) above shall not be construed to permit, and Housing Sponsor shall not permit, before the end of the 3-year period following such termination:

(a) the eviction or the termination of tenancy (other than for good cause) of an existing tenant of any Low-Income Unit (defined above), or

(b) any increase in the gross rent with respect to such unit beyond that permitted in the Code.

e. The Housing Sponsor shall not sell, exchange or otherwise dispose of any portion of a building to which this Agreement applies to any person unless all of a building to which this Agreement applies is disposed of to such person.

7. Right of Action by Income Qualified Persons. Persons who meet the low-income requirements of Section 42(g) of the Code to become Qualifying Tenants with respect to the buildings covered by this Regulatory Agreement (whether present, prospective or former occupants of such building(s)) shall have the right to enforce the requirements of this Agreement in the Idaho district court in the judicial district where the Project is located.

8. Very Low-Income Occupancy. At least 0% of the units of the Project shall be occupied by individuals ("Very Low-Income Tenants") whose incomes are 30 percent or less of "area median gross income" as such term is used in Section 42(g)(1) of the Code. Such occupancy must occur at or prior to the times required under Section 5.a above. If a Very Low-Income Tenant moves, the next available unit of a size comparable to, or smaller than, the unit so vacated shall be rented to a Very Low Income Tenant. Further, if the income of the Very Low-Income Tenant exceeds the amount specified above in this section by more than 140 percent of such income limitation, then the next available residential unit (of a size comparable to, or smaller than, such unit) must be rented to a Very Low-Income Tenant such that there are at least 0% of the units of the Project occupied by Very Low-Income Tenants. Vacant units, formerly occupied by Very Low-Income Tenants, may be treated as occupied by Very Low-Income Tenants as long as the Housing Sponsor makes a good faith effort to rent such units to Very Low-Income Tenants and the next available residential rental unit of a size comparable to, or smaller than, such unit is rented to a Very Low-Income Tenant. Housing Sponsor will obtain for each Very Low-Income Tenant an Income Certification at the times and in the manner set forth in Section 5.b above and shall maintain such records as provided in Section 5.b above.

8a. 50% Median Income Occupancy. Without regard to the set-aside election described in Section 42(g)(I)(B) of the Code, at least 0% of the units of the Project shall be occupied by individuals whose incomes are 50 percent or less of "area median

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gross income" as such term is used in Section 42(g)(1) of the Code. Such occupancy must occur at or prior to the times required under Section 5.a above. If a qualified Tenant moves, the next available unit of a size comparable to, or smaller than, the unit so vacated shall be rented to a Tenant whose income is 50 percent or less of area median income. Further, if the income of the qualified Tenant exceeds the amount specified above in this section by more than 140 percent of such income limitation, then the next available residential unit (of a size comparable to, or smaller than, such unit) must be rented to a 50 percent median income Tenant such that there are at least 0% of the units of the Project occupied by qualified Tenants. Vacant units, formerly occupied by qualified Tenants, may be treated as occupied by Tenants meeting the 50 percent median income test as long as the Housing Sponsor makes a good faith effort to rent such units to qualified Tenants and the next available residential rental unit of a size comparable to, or smaller than, such unit is rented to a Tenant whose income is 50 percent of area median income. Housing Sponsor will obtain for each qualified Tenant an Income Certification at the times and in the manner set forth in Section 5.b above and shall maintain such records as provided in Section 5.b above.

9. Certifications. On the first day of the thirteenth month after the Project is placed in service and on the first business day of each year thereafter, the Housing Sponsor will submit to the Agency a certificate in substantially the form of Exhibit "C" attached hereto (the "Certificate of Continuing Program Compliance").

10. Rental Restrictions. The Housing Sponsor represents, covenants and warrants that once available for occupancy each unit in the Project will be rented or available for rental to the public on a continuous basis and that all of the units in the Project to be occupied by Qualifying Tenants or Very Low-Income Tenants under Section 5 and 8 above must be rent restricted as provided under Section 42(g)(2) of the Code throughout the term of this Agreement and the "extended use period" set forth above.

11. Transfer Restrictions. The Housing Sponsor covenants and agrees that it will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project prior to the termination of this Regulatory Agreement (the "Transfer"), that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the Agency, all duties and obligations of the Housing Sponsor under this Agreement. The Housing Sponsor shall deliver such assumption agreement to the Agency prior to the Transfer. This limited transfer restriction does not affect the rights of the first mortgagee to approve the proposed transfer as required under the Loan Documents.

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12. Enforcement.

a. The Housing Sponsor shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Agency, to inspect and audit any books and records of the Housing Sponsor regarding the Project and with respect to the incomes of Qualifying Tenants or Very Low-Income Tenants (if any) which pertain to compliance with the provisions of this Regulatory Agreement and Section 42 of the Code. The Housing Sponsor shall promptly pay the Agency for all of its costs incurred in inspecting or auditing the Project or the Housing Sponsor for compliance with Section 42 of the Code and this Regulatory Agreement, upon receipt of the Agency's billing therefor.

b. In addition to the information provided for in Section 11, the Housing Sponsor shall submit any other information, documents or certifications required by the Agency which the Agency or the Internal Revenue Service shall deem reasonably necessary to substantiate the Housing Sponsor's continuing compliance with the provisions of this Agreement and Section 42 of the Code.

c. The Housing Sponsor covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Act or Section 42 of the Code or the Treasury Regulations thereafter. Moreover, Housing Sponsor covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of the Agency) to comply fully with the Act and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the U.S. Department of the Treasury or the Internal Revenue Service from time to time pertaining to Housing Sponsor obligations under Section 42 of the Code and affecting the Project.

d. The Housing Sponsor covenants and agrees to inform the Agency by written notice of any violation of the Housing Sponsor's obligations hereunder within ten (10) days of first discovering any such violation, and the Agency agrees to use its best efforts to inform the Housing Sponsor by written notice of any violation of the Housing Sponsor's obligations hereunder within thirty (30) days of first discovering such violation and to provide the Housing Sponsor a period of time in which to correct such violation, provided however, that failure by the Agency to give such notice shall not otherwise prevent the Agency from enforcing this Agreement. If any such violation is not corrected to the satisfaction of the Agency within the period of time specified by the Agency, which shall be at least fifteen (15) days after the date any notice to the Housing Sponsor is mailed, or within such



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further time as the Agency determines is necessary to correct the violation, but not to exceed any limitations set by applicable Internal Revenue Service regulations, without further notice the Agency may declare a default under this Agreement effective on the date of such declaration of default, and the Agency shall apply to any court, state or federal, for specific performance of this Regulatory Agreement or an injunction against any violation of this Regulatory Agreement, or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to correct noncompliance with this Regulatory Agreement.

e. The Housing Sponsor acknowledges that the purpose for requiring compliance by the Housing Sponsor with the restrictions provided in this Agreement is not only to assure compliance of the Project and the Housing Sponsor with Section 42 of the Code and the Treasury Regulations thereunder but also to further the Agency's purposes under the Act by assuring affordable housing for persons of low income, AND BY REASON THEREOF, THE HOUSING SPONSOR IN CONSIDERATION FOR RECEIVING LOW-INCOME HOUSING TAX CREDITS FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE AGENCY SHALL BE ENTITLED BUT NOT REQUIRED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE HOUSING SPONSOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT. The Housing Sponsor hereby further acknowledges that the beneficiaries of the Housing Sponsor obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. The Housing

Sponsor also acknowledges that persons who meet the low-income requirements of Section 42(g) of the Code shall also have the right of action set forth in Section 5 of this Agreement.

f. Notwithstanding the foregoing, enforcement of this Regulatory Agreement under this Section 14 or under Section 7 shall not serve as a basis for a declaration of default under the Loan Documents or acceleration of the Mortgage Note or result in any claim under the Mortgage or claim against the Project, the Mortgage Note proceeds, any reserve or deposit made with the first mortgagee in connection with the Mortgage Loan, or against the rents or other income from the Project.

g. The Housing Sponsor hereby agrees that the representations and covenants set forth herein may be relied upon by the Agency and all persons interested in Project compliance under Section 42 of the Code and the Treasury Regulations thereunder. In performing their duties and obligations hereunder, the Agency may rely upon statements and certificates of the Housing Sponsor, the Qualifying

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Tenants and the Very Low-Income Tenants (if any) believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Housing Sponsor pertaining to occupancy of the Project. In addition, the Agency may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Agency hereunder in good faith and in conformity with the opinion of such counsel.

h. In the event that the Agency becomes aware that the Project is not in compliance with the requirements of Section 42 of the Code, it shall report the noncompliance to the U.S. Internal Revenue Service.

13. Covenants Run With the Land; Binding on Successors. The Housing Sponsor intends, declares and covenants, on behalf of itself and all future owners of the Project during the term of this Agreement that this Agreement shall be placed on record in the real property records of the County of Kootenai, State of Idaho as a restrictive covenant, and, the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Housing Sponsor and its successors and assigns, and the Agency and its successors and assigns, and all subsequent owners of the Project of any interest therein.

14. Compliance With Code. It is intended that the requirements of this Regulatory Agreement shall be in accordance with Section 42 of the Code and that this Regulatory Agreement requires an "extended low-income housing commitment" as provided therein and that the Housing Sponsor and its successors shall comply with such a commitment for all building(s) in the Project. In the event that any provisions herein are determined to be contrary to the provisions of Section 42 of the Code, such provisions of the Code shall govern and the Housing Sponsor agrees that it will comply with such provisions.

15. Terms Defined in Code. Any terms not defined in this Regulatory Agreement shall have the same meaning as terms defined in Section 42 of the Code and the Treasury Regulations promulgated thereunder.

16. Amendment. This Regulatory Agreement may be amended with the prior written approval of the Agency to reflect changes in the Act, Section 42 of the Code, the Treasury Regulations and any revenue ruling promulgated thereunder. No amendment to this Regulatory Agreement may be made without the prior written approval of the Agency. The Housing Sponsor hereby expressly agrees to enter into all amendments hereto which, in the opinion of Agency counsel, are reasonably necessary or desirable for maintaining compliance under Section 42 of the Code.

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17. Severability. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

18. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Agency: Idaho Housing Agency  
760 W. Myrtle Street  
P.O. Box 7899  
Boise, Idaho 83707-1899  
Attn: Multifamily Finance Officer

To the Housing Sponsor: TESH, INC.  
3803 INDUSTRIAL AVE.  
COEUR D'ALENE, IDAHO 83814  
ATTN: EXECUTIVE DIRECTOR

19. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of Idaho and, where applicable, the laws of the United States of America.

20. Survival of Obligations. The obligations of the Housing Sponsor as set forth herein and in its Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

21. Release and Indemnification. Housing Sponsor agrees that the Agency is hereby released from any liability, claim, loss, demand or judgment arising out of any of its actions in connection with the allocation of the Credit to Housing Sponsor and Housing Sponsor further agrees to indemnify the Agency from any liability, claim, loss, demand or judgment against the Agency arising out of or as a result of the allocation of the Credit to the Project by the Agency, any other action or omission by the Agency in connection with the Credit or the recapture of such tax Credit under the Code. The Housing Sponsor agrees, on its behalf and on behalf of any owner of an interest in the Housing Sponsor or the Project, that the foregoing release and indemnification includes without limitation claims against the Agency for failure to enforce this Agreement or to otherwise monitor compliance with the Code in connection with the Credit.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Honested Limited Partnership  
Housing Sponsor

IDAHO HOUSING AGENCY

By Ken Kozzle  
Its Executive Director - Tesh Inc  
General Partner

By Michael L. Alessi  
Its Vice President, Finance

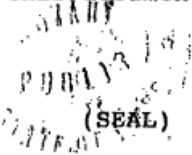
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Approved By:  
TESH, Inc.

By [Signature]  
Its President

STATE OF IDAHO )  
: ss.  
County of Ada )

On the 24th day of June, 1992, before me a Notary Public for the State of Idaho, appeared Michael L. Alessi, known to me to be an Authorized Officer of the Idaho Housing Agency and the person who executed the within document and acknowledged to me that he had executed this document on behalf of the Agency.



Laura A. Shaffer  
NOTARY PUBLIC FOR Idaho  
Residing at Boise, therein.  
My Commission Expires 2/14/92

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the General Partner of \_\_\_\_\_ Partnership, known to me to be the said General Partner who subscribed said partnership name to the within instrument, and acknowledged to me that he executed the same on behalf of said partnership.

NOTARY PUBLIC For Idaho  
Residing at Boise, therein.  
My Commission Expires \_\_\_\_\_

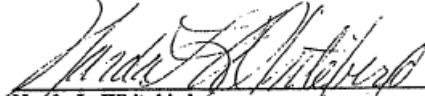
STATE OF IDAHO )  
( ss.  
County of Kootenai )

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On this 30th day of June, 1992, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared STEVEN C. WETZEL, known or identified to me to be the President of the corporation, TESH, INC., that executed the instrument or the person who executed the 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 official seal the day and year in this certificate first above written.



  
\_\_\_\_\_  
Narda L. Whitebird  
Notary for the State of Idaho  
Residing at: Coeur d'Alene  
Commission Expires: 5/27/94

## **Exhibit “C”**

### Scope of Work for Property Management

A bi-annual report shall be provided to the City. The report shall include an income and expense report, vacancy rates, maintenance provided and any foreseen future maintenance needs.

Property management duties shall include but are not limited to the following:

Landscaping

Accounting of expenses

Insurance premium payment

Fair Housing Plan

Mediation of complaints

Rent collection

Damage remediation/collection

Compliance with IHFA regulatory agreement and newly enacted regulations

OTHER BUSINESS

COUNCIL BILL NO. 11-1003  
ORDINANCE NO. 3405

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF 18<sup>TH</sup> STREET AND LOST AVENUE RIGHT'S-OF-WAY IN THE KAESEMEYER ADDITION TO COEUR D'ALENE, RECORDED IN BOOK "B" OF PLATS, PAGE 129, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS THE UNDEVELOPED STREET RIGHT'S-OF-WAY ADJOINING, LOTS 9-11, BLOCK 12, OF SAID KAESEMEYER ADDITION, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portions of 18<sup>th</sup> Street and Lost Avenue be vacated; NOW, THEREFORE,

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

**SECTION 1.** That the rights of way described in the attached exhibits "A", "B" and "C", which are incorporated herein by this reference, are hereby vacated.

**SECTION 2.** That these vacated right's-of-way shall revert to the adjoining property owners as detailed in the attached legal descriptions. Exhibit "A" to the owner of the consolidated Lots 9, 10 & 11, Block 12 Kaesemeyer Addition, and, Exhibit "B" to the owner of Lot 1, Block 1, Ridgepoint Condominiums, as shown on Exhibit "C".

**SECTION 3.** That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.



**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 3<sup>rd</sup> day of May, 2011.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3405  
V-11-1 RIGHT-OF-WAY VACATION  
18<sup>th</sup> Street & Lost Avenue

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. 3405, vacating portions of 18<sup>th</sup> Street and Lost Avenue right's-of-way in the Kaesemeyer Addition to Coeur d'Alene. A more particular description of the vacated rights of way is on file in the office of the City Clerk. The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. 3405 is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3405, V-11-1 18<sup>th</sup> Street and Lost Avenue, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3<sup>rd</sup> day of May, 2011.

---

Warren J. Wilson, Chief Civil Deputy City Attorney

## EXHIBIT "A"

Client: Art Elliot

Description: Street Vacation - to 18<sup>th</sup> Street Properties, LLC

Date: April 12, 2011

A portion of the rights-of-way of 18<sup>th</sup> Street and Lost Avenue adjoining Block 12 of the KAESMEYER ADDITION, (a recorded plat in Book B of Plats at Page 129, records of Kootenai County, Idaho) and RIDGEPOINTE, (a recorded plat in Book K of Plats at Page 261, Records of Kootenai County, Idaho) situated in the Northwest Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, said portion being described as follows:

Commencing at the Northeast Corner of Lot 1, Block 1 of said RIDGEPOINTE, thence along the easterly line of said Lot 1 South 00°46'20" West, a distance of 55.00 feet to a point, said point being THE REAL POINT OF BEGINNING;

thence continuing along said easterly boundary South 00°46'20" West, a distance of 72.70 feet to a point;

thence leaving said easterly boundary South 30°18'03" East, a distance of 39.48 feet to a point;

thence South 48°29'55" East, a distance of 110.63 feet to a point on the boundary of said Lot 1;

thence along the boundary of said Lot 1 South 89°00'24" East, a distance of 55.96 feet to a found steel pin;

thence leaving said boundary North 09°53'53" East, a distance of 60.61 feet to the Southeast Corner of Lot 11, Block 12, of said KAESMEYER ADDITION;

thence along the boundary of said Block 12, the following courses:

North 89°00'24" West, a distance of 109.79 feet;

thence North 00°46'20" East, a distance of 118.64 feet to a point;

thence leaving said boundary North 89°13'40" West, a distance of 60.00 feet to the REAL POINT OF BEGINNING.

Comprising 12,170 square feet, more or less, being subject to all existing easement and rights of way of record or appearing on said tract.

## EXHIBIT "B"

Client: Art Elliott

Description: Street Vacation - to Ridgepointe Condominiums

Date: April 12, 2011

A portion of the rights-of-way of 18<sup>th</sup> Street and Lost Avenue adjoining Block 12 of the KAESMEYER ADDITION, (a recorded plat in Book B of Plats at Page 129, records of Kootenai County, Idaho) and RIDGEPOINTE, (a recorded plat in Book K of Plats at Page 261, Records of Kootenai County, Idaho) situated in the Northwest Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, said portion being described as follows:

Commencing at the Northeast Corner of Lot 1, Block 1 of said RIDGEPOINTE, thence along the easterly line of said Lot 1 South 00°46'20" West, a distance of 127.70 feet to a point, said point being THE REAL POINT OF BEGINNING;

thence continuing along the boundary of said Lot 1 South 00°46'20" West, a distance of 105.59 feet to a point;

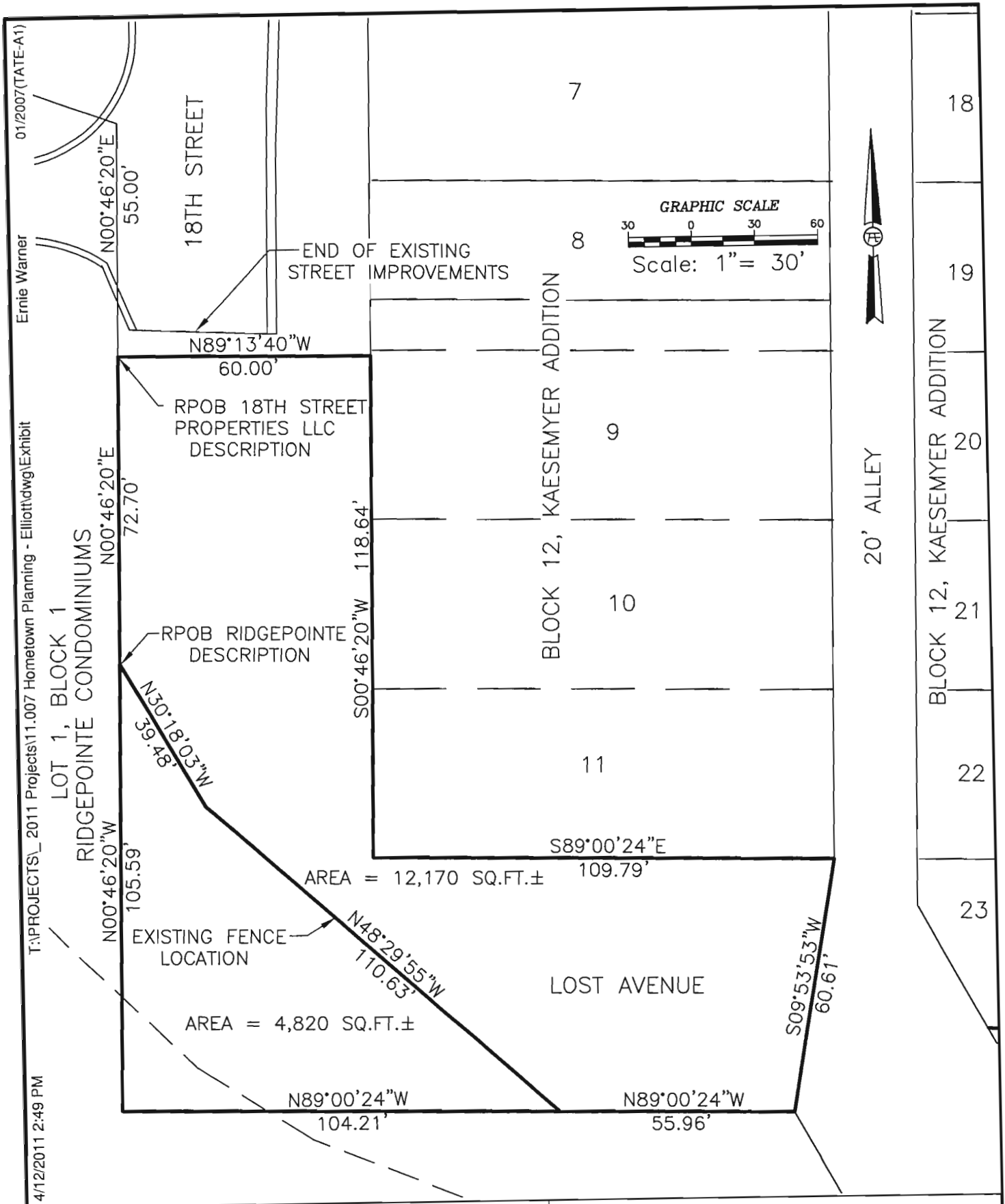
thence continuing along said boundary South 89°00'24" East, a distance of 104.21 feet to a point;

thence leaving said boundary North 48°29'55" West, a distance of 110.63 feet to a point;

thence North 30°18'03" West, a distance of 39.48 feet to the REAL POINT OF BEGINNING.

Comprising 4,820 square feet, more or less, being subject to all existing easement and rights of way of record or appearing on said tract.

# EXHIBIT "C"



Art Elliot Right-of-Way Vacation Exhibit		
PROJECT NO. : 11.007	DRAWN BY: Tate	SCALE: 1"=30'
DRAWING: EXHIBIT	CHECKED BY: EMW	DATE: 4/12/11
SHEET NO.: 1	PHONE: (208)676-8708	FAX: (208)667-2129

## TATE ENGINEERING

1103 North 4th Street  
Coeur d' Alene Idaho, 83814

COUNCIL BILL NO. 11-1005  
ORDINANCE NO. 3406

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING SEWER AND WATER UTILITY EASEMENTS IN THE MEADOW RANCH SUBDIVISION, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BM, AND, RECORDED IN BOOK "K" OF PLATS, PAGES 129, 129A-E, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS THE UTILITY EASEMENTS ADJOINING THE NORTHERLY AND SOUTHERLY BOUNDARY LINES OF TRACT "D"; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** That the following described property, to wit:

That 20'x25' sewer easement on the southerly boundary line of Tract "D" adjoining Knoll Lane, and, that 30.0'x48.46'x30.25'x52.43' sewer and water easement on the northerly boundary of Tract "D" adjoining Countryside Lane.

be and the same are hereby vacated.

**SECTION 2.** That said vacated easements shall revert to the property owner of said Tract "D".

**SECTION 3.** That the existing rights-of-way, easements (other than those so described), and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities without prior consent by the City of Coeur d'Alene.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 3<sup>rd</sup> day of May, 2011.

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

ATTEST:

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



SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3406  
V-11-2 Meadow Ranch  
SEWER AND WATER EASEMENT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. 3406, vacating sewer and water utility easements in the Meadow Ranch subdivision, situated in the Northwest Quarter of Section 2, Township 50 North, Range 4 West, BM, and, recorded in Book "K" of Plats, Pages 129, 129 A-E, records of Kootenai County.

Said easements are more particularly described as follows:

That 20'x25' sewer easement on the southerly boundary line of Tract "D" adjoining Knoll Lane, and, that 30.0'x48.46'x30.25'x52.43' sewer and water easement on the northerly boundary of Tract "D" adjoining Countryside Lane.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. 3406 is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

---

Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3406, V-11-2 Meadow Ranch, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3<sup>rd</sup> day of May, 2011.

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Warren J. Wilson, Chief Civil Deputy City Attorney

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

DATE: May 3, 2011

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Kok Administrative Appeal of Non-Conforming Use Determination for the Fort Sherman Chapel

---

**DECISION POINT:**

Determine whether city staff correctly determined that the Religious and Community Assembly uses conducted at the Fort Sherman Chapel are legal non-conforming uses that may be continued subject to the City's non-conforming use regulations.

**HISTORY:**

Last fall, the city received a complaint regarding Alcoholic Anonymous meetings that are held at the Fort Sherman Chapel. Staff's initial review of the matter indicated that under the current R-8 zoning that Community and/or Religious Assembly uses at the facility would require a special use permit. As such, staff contacted the Museum of North Idaho, who owns the chapel to discuss the status of these assembly uses. Given the age of the structure and the nature of the uses involved, staff requested that the museum provide any records that it might have that would document that the uses in question predated the current R-8 zoning in order to determine whether the uses would be considered legal non-conforming uses ("grand-fathered"). Staff received and reviewed financial records, newspaper advertisements, letters, rental/use history as well as historical documents reflecting the intended use of the structure. Based on that review, staff determined that the assembly uses in question were established at a time when those uses were allowed "by right" and that the uses had not been discontinued for a sufficient period of time, as determined by state code and city ordinance, to be considered "abandoned". As such, staff issued a letter determining that the uses are considered legal non-conforming uses. Mr. Kok has appealed that determination. Copies of both letters are attached.

**PROCESS:**

The Administrative Appeal process contained in Municipal Code Sections 17.09.705 through 17.09.715 (a copy is attached) allows an aggrieved party to appeal to the City Council from an administrative determination or interpretation made by the Planning Commission or the city staff under the zoning ordinance. The appeal must be made within ten (10) days of the date of mailing of the decision and must state the objections to the decision or identify an abuse of discretion or where the decision was not supported by evidence in the record as the case may be. At the hearing, City Council is charged with considering the purpose and intent, as well as the language, of the pertinent provisions and may affirm, modify or reverse the determination made by city staff or the Planning Commission.

## **ANALYSIS OF APPEAL:**

Mr. Kok timely appealed from staff's December 15, 2010 letter. He cited ten (10) reasons for the appeal. Each will be addressed below:

- 1. The determination appears to rely solely on factual allegations made by the offending party, i.e. the Museum of North Idaho.**
- 2. There is no evidence of any independent corroboration of the facts presented by the owner of the non-conforming use by the City Planning.**

These two grounds for appeal are largely alleging the same thing. Staff concedes that the determination is, in part, based on information obtained from the Museum of North Idaho. However, there is nothing improper in basing a decision on historical information obtained from the Museum. Further, staff's practice, when reviewing questions of "grandfathered uses," is to ask the party in question to produce any evidence they might have that establishes that the use in question dates back to a time when it was either unregulated or was a use allowed by right. In this instance, staff followed that practice and obtained records from the Museum. Following a review of those records staff determined that the uses in question were established prior to the 1982 zoning change prohibited those uses in this location. To date, Mr. Kok has not produced any records that would change this determination and it is highly likely that these are the only records available that can document historic uses.

- 3. The Determination made no effort to determine if the current nonconforming use expands the historical use in violation of legal principles, municipal code 17.06.915 and common sense.**
- 5. The Planning Department made no attempt whatsoever to determine if the current use constitutes an expansion of the historical use. In the last five years the behavior of the members has consistently and disturbingly deteriorated in both behavior and in sheer numbers of persons attending meetings and in the number of meetings held.**
- 6. The Planning Department sent as part of Exhibit "A" a document entitled "Non-Conforming Use Certificate", which requires the Museum to identify the number of people involved. The answer, apparently provided by the Planning Department in an effort to help the Museum, avoids its legal obligation and states "varies". This is an explicit admission from the Planning Department that it does not know, does not care, and in general reflects less than a thoughtful discharge of its duties with no apparent regard for the residents of the Fort Ground Neighborhood. In fact, the answer to the question can not be provided by the Museum or AA or anyone else due to the nature of AA, i.e. the members are anonymous and choose to avoid accountability, going so far as to make a recent unsuccessful attempt to seal the record in the litigation between the parties to the appeal.**

These three allegations seem to address the same issue, i.e. that staff did not consider the alleged "expansion" of the uses complained of by Mr. Kok and that failure reflects poorly on staff. These

items do not provide a basis to overturn staff's interpretation because they are beyond the scope of staff's determination. The December 15, 2010 letter only addressed whether the uses complained of by Mr. Kok could be continued at all. Staff determined that the uses were "grandfathered" and could continue subject to the city's non-conforming use regulations, which would include Municipal Code Section 17.06.940 which is the city's regulation of expansion of non-conforming uses. Staff has not reviewed or made a determination of whether there has been an expansion of the "grandfathered" use that would violate city code. Regardless, it is unlikely that there has been an illegal expansion of the use because the expansion generally prohibited by city code is the expansion of the facility or structure and not the number of attendees at meetings.

- 4. The use allowed by the determination provides a quasi legal justification for the continuation of a private and public nuisance for the following reasons:**
  - a. There is no adequate public parking available for AA meetings.**
  - b. Members of the Fort Sherman group are rude, vulgar, loud and disrespectful of the residents living close to the Fort Sherman Chapel.**
  - c. Members of the Fort Sherman Group regularly violated the parking ordinance in the Fort Grounds until suit was filed against the Museum of North Idaho and The Fort Sherman Group AA. The Determination has the effect of condoning these behaviors and runs contrary to any notion of human decency and respect.**

Again, this allegation does not provide a basis to determine that staff either misinterpreted or misapplied the relevant code provisions. The uses in question pre-date the establishment of parking requirements and if there are violations of other city codes or performance standards, Mr. Kok is free to request assistance of the code enforcement officer and/or the police department. Further, while the city certainly encourages civil behavior, the city does not, and cannot, regulate rude or disrespectful behavior. Finally, if Mr. Kok feels that the uses constitute a nuisance, he is free to continue with the nuisance lawsuit he has filed.

- 7. The Notice given by the Planning Department regarding the Right to Appeal the decision is legally inadequate in that it does not specifically refer to the fee required for the Appeal. It is likewise inadequate in that it refers to documents that are not provided or even detailed in the decision. Adding to the imperfect nature of the process is that the Appellate procedure referred to gives 10 days to provide any documentary evidence in support of the appeal. The process provides inadequate time to review any documents relied upon by the Planning department. This has an unconstitutionally adverse impact on this or any other Appellant's right to due process of law.**

This allegation does not provide a basis to determine that staff either misinterpreted or misapplied the relevant code provisions because it does not allege any impropriety in the decision itself. Regardless, there are no procedural defects with the decision. There is no requirement that the city include a notice of appeal rights in administrative decisions. However, because staff was aware of Mr. Kok's interest in this matter, staff included a notice in the letter informing interested parties of the right to appeal, the time line for appeal and where in the city code they could find the appeal

provisions. Staff further, copied Mr. Kok on the decision, which it was not required to do. Further, the city has continued the hearing to meet Mr. Kok's schedule and provide more than adequate time for him to review the relevant records. To date, Mr. Kok has not requested any of the documents.

**8. Either the Planning Department's interpretation of the grandfather clause portion of the zoning ordinance is incorrect, or the clause is unconstitutionally vague. For example the Determination and the grandfather clause do not define the meaning of the term "use".**

Beyond the mere allegation that staff has incorrectly interpreted the relevant code provisions, Mr. Kok does not provide any explanation of why or how the staff's analysis is wrong. Regardless, staff correctly interpreted the relevant code provisions. "Nonconforming" uses established prior to a change in the zoning laws may be continued, subject to the City's nonconforming use regulations, unless the uses have been "abandoned." *M.C. 17.06.915*. A use will be considered abandoned if the use of the structure for its "designed purpose" is discontinued for a period greater than ten years. *I.C. 67-6538*. If the structure is used for a purpose other than its "designed purpose" it is considered abandoned if it is discontinued for a continuous period of more than one year. *M.C. 17.06.925(A)*. In this context, "designed purpose" means the use for which the improvements (building) were originally intended and designed for. *I.C. 67-6538(4)*. The structure was designed to be a chapel, school, library, reading room and lecture hall. *See, Feb 27, 1880 letter to Quartermaster General of the Army*. As such, under *I.C. 67-6538*, the chapel was designed or intended to be used for community and religious assembly purposes and those uses will not be deemed to have been abandoned unless they were discontinued for a period greater than ten years. According to the financial records, newspaper advertisements, letters and rental/use history reviewed by staff, it appears that at the time of the 1982 zoning change the chapel was being used by the Unity Church of North Idaho as its meeting place. Their meetings included Alcoholics Anonymous meetings and weddings. Unity vacated the building in approximately April 1997 but the Alcoholics Anonymous and other community meetings and weddings continued. In 1998, the Baptist Student Ministry moved in to the chapel and remained until approximately May 1999. In 2000, in addition to the ongoing community meetings and weddings, non-denominational services were held by Todd Callaghan. Between 2000 and 2007, weddings and various community events and meetings, including Alcoholics Anonymous, were held at the chapel. Between 2007 and the present, the community meetings and weddings continued along with religious services by Northwoods Fellowship, Rev. Donald McElvaney and Community United Methodist Church. As such, staff determined that the uses in question had not been abandoned for the requisite ten (10) year period. Further, staff also concluded that the uses would not have been abandoned even using the shorter one (1) year period provided in city code.

**9. The Determination or the grandfathering clause upon which it purports to be predicated constitutes a taking without just compensation.**

This is not one of the allowed justifications for an appeal and does not provide a reason to find that staff either misinterpreted or misapplied Municipal Code Section 17.06.915 or Idaho Code 67-6538 in this instance. Rather, this is an unsupported allegation that as a result of the staff interpretation the city has "taken" his property. Regardless, there is no taking of any of Mr. Kok's property or

property rights without compensation as a result of this decision. The staff decision merely applies the relevant code provision to historical facts and rightly determines that the uses complained of were established in the late 1800's.

**10. The Determination constitutes among other things, an abuse of discretion for the reasons set forth above.**

For the reasons set forth above there is no abuse of discretion.

**DECISION POINT/RECOMMENDATION:**

Deny the administrative appeal.



## VIII. ADMINISTRATIVE APPEAL PROCEDURE

### 17.09.705: TITLE AND PURPOSE:

The provisions of this article shall be known as the *ADMINISTRATIVE APPEAL PROCEDURE*. The purpose of these provisions is to prescribe the procedure by which an appeal may be taken to the city council from an administrative determination or interpretation made by the planning commission, city engineer, or the director of planning, or their designee under the zoning ordinance. This procedure shall apply to all appeals from such determinations and interpretations unless otherwise provided. (Ord. 3127 §26, 2003: Ord. 3098 §9, 2003: Ord. 3064 §20, 2002: Ord. 3025 §26, 2001: Ord. 2934 §65, 1999: Ord. 1691 §1 (part), 1982)

### 17.09.710: APPEALS REQUIREMENT:

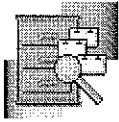
An appeal may be taken to the city council by an aggrieved party, from any administrative determination or interpretation made by the planning commission, city engineer or the director of planning, or their designee under the zoning ordinance, except where provided by the zoning ordinance that a decision by the planning commission is final. Such written appeal shall be filed with the planning director within ten (10) days following the date of mailing of written notice of the decision. The appeal shall state specifically the objections to the decision or abuse of discretion or wherein a decision is not supported by the evidence in the record. The appeal shall be accompanied by such information as may be required to facilitate review, and by the fee as referenced in the fee schedule. (Ord. 3127 §27, 2003: Ord. 3064 §21, 2002: Ord. 3025 §27, 2001: Ord. 2934 §66, 1999: Ord. 1691 §1(part), 1982)

**17.09.715: APPEALS HEARING:**

- A. Timing And Notice: The city council shall fix the time for consideration thereof and shall hear such appeal between fifteen (15) and forty (40) days after filing. Before ten (10) days prior to the hearing date, written notice shall be given to the appellant and to any known adverse parties, or their representatives, of the time and place of the hearing on the appeal.
  
- B. City Council Action: The city council shall hold a public hearing. In its review of an administrative appeal, the council shall consider the purpose and intent, as well as the language, of the pertinent provisions, and shall affirm with conditions, modify or reverse the determination or interpretation within forty (40) days of the hearing. (Ord. 1691 §1(part), 1982)

**17.06.925: NONCONFORMING USE; ABANDONMENT OF USE:**

- A. Nonconforming As To Activity: Whenever a use, which is nonconforming because it is not a permitted activity, discontinues active operation for a continuous period of one year, such nonconforming use shall be considered to be abandoned and may not be resumed. The facilities of such a use may be used thereafter, but only for a permitted activity.
  
- B. Nonconforming As To Facility: A use, which is nonconforming because of the facility, may resume operations regardless of the period during which it may have discontinued active operation. (Ord. 1691 §1(part), 1982)



# Idaho Statutes

## TITLE 67 STATE GOVERNMENT AND STATE AFFAIRS

### CHAPTER 65 LOCAL LAND USE PLANNING

67-6538.USE FOR DESIGNED PURPOSE PROTECTED -- WHEN VACANCY OCCURS. (1) No rights or authority granted pursuant to this chapter shall be construed to empower a city or county to enact any ordinance or resolution which deprives an owner of the right to use improvements on private property for their designed purpose based solely on the nonuse of the improvements for their designed purpose for a period of ten (10) years or less. Where an owner or his authorized agent permits or allows an approved or unlawful intervening use of the owner's property, the provisions of this section are not applicable.

(2) If the nonuse continues for a period of one (1) year or longer, the city or county may, by written request, require that the owner declare his intention with respect to the continued nonuse of the improvements in writing within twenty-eight (28) days of receipt of the request. If the owner elects to continue the nonuse, he shall notify the city or county in writing of his intention and shall post the property with notice of his intent to continue the nonuse of the improvements. He shall also publish notice of his intent to continue the nonuse in a newspaper of general circulation in the county where the property is located. If the property owner complies with the requirements of this subsection, his right to use such improvements in the future for their designed purpose shall continue, notwithstanding any change in the zoning of the property.

(3) The property owner may voluntarily elect to withdraw the use by filing with the clerk of the city or the county, as the case may be, an affidavit of withdrawn use. If the property is redesigned for a different use, the property owner shall be deemed to have abandoned any grandfather right to the prior use of the property.

(4) For purposes of this section "designed purpose" means the use for which the improvements were originally intended, designed and approved pursuant to any applicable planning and zoning ordinances.

(5) The provisions of this section shall not be construed to prohibit a city or a county from passing or enforcing any other law or ordinance for the protection of the public health, safety and welfare.

The Idaho Code is made available on the Internet by the Idaho Legislature as a public service. This Internet version of the Idaho Code may not be used for commercial purposes, nor may this database be published or repackaged for commercial sale without express written permission.

*The Idaho Code is the property of the state of Idaho, and is copyrighted by Idaho law, I.C. § 9-350. According to Idaho law, any person who reproduces or distributes the Idaho Code for commercial purposes in violation of the provisions of this statute shall be deemed to be an infringer of the state of Idaho's copyright.*



# CITY OF COEUR D'ALENE

PLANNING DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2271

December 15, 2010

Dorothy Dahlgren, Director  
Museum of North Idaho  
PO Box 812  
Coeur d'Alene, ID 83816

RE: Fort Sherman Chapel Nonconforming Use

Dear Dorothy,

As you are aware, the City has received a complaint that the Fort Sherman Chapel, which is owned by the Museum of North Idaho, is hosting community Alcoholics Anonymous meetings, which would not be allowed at the site given the current zoning of the property (without a special use permit). After carefully reviewing the documents that you have provided, we have concluded that while the current R-8 zoning of the property prohibits community and religious assembly uses on the property (without obtaining a special use permit), those uses are legal non-conforming uses that may be continued subject to the City's regulations on nonconforming uses.

Based on the information you provided, it appears that the chapel is currently used as a community and religious meeting hall. Specifically, community events, weddings, meetings of organizations such as Alcoholics Anonymous and religious assemblies are held at the facility throughout the year. These types of uses are classified as Community Assembly and Religious Assembly uses under the Municipal Code (*M.C. 17.03.040(C) & (H)*), which are prohibited in the R-8 zone unless a special use permit is obtained. However, prior to the adoption of the current zoning ordinance in 1982, the property was zoned R-1, which allowed these uses "by right". The property was zoned R-1 in approximately 1946 when the City's first zoning ordinance was adopted. Prior to the adoption of the initial zoning ordinance there was no city wide regulation of property uses.

Because the uses in question pre-date the 1982 change in zoning regulations, they may be continued, subject to the City's nonconforming use regulations, unless the uses have been "abandoned." *M.C. 17.06.915*. A use will be considered abandoned if the use of the structure for its "designed purpose" is discontinued for a period greater than ten years or if the use of the structure for a purpose other than its "designed purpose" is discontinued for a continuous period of more than one year. *I.C. 67-6538, M.C. 17.06.925(A)*. In this context, "designed purpose" means the use for which the improvements (building) were originally intended and designed for.

The Fort Sherman Chapel, which is on the National Register of Historic Places, was constructed in 1880 and is the oldest church and meeting hall in the City. The structure was designed to be a chapel, school, library, reading room and lecture hall. See, *Feb 27, 1880 letter to Quartermaster General of the Army*. As such, the chapel was designed or intended to be used for community and religious assembly purposes and those uses will not be deemed to have been abandoned unless they were discontinued for a period greater than ten years.

According to the financial records, newspaper advertisements, letters and rental/use history that you provided, it appears that at the time of the 1982 zoning change the chapel was being used by the Unity Church of North Idaho as its meeting place. Their meetings included Alcoholics Anonymous meetings and weddings. Unity vacated the building in approximately April 1997 but

Exhibit A 1 of 4

the Alcoholics Anonymous and other community meetings and weddings continued. In 1998, the Baptist Student Ministry moved in to the chapel and remained until approximately May 1999. In 2000, in addition to the ongoing community meetings and weddings, non-denominational services were held by Todd Callaghan. Between 2000 and 2007, weddings and various community events and meetings, including Alcoholics Anonymous, were held at the chapel. Between 2007 and the present, the community meetings and weddings continued along with religious services by Northwoods Fellowship, Rev. Donald McElvaney and Community United Methodist Church.

Based on the uses of the chapel listed above, we have determined that the Community Assembly and Religious Assembly uses have not been abandoned for the required ten year period. It also appears that even if the shorter one year period applies, that these uses have still not been abandoned for more than a continuous one year period. As such, the Community Assembly and Religious Assembly uses at the Fort Grounds Chapel are legal nonconforming uses that may be continued subject to the City's nonconforming use regulations. I have attached a Nonconforming Use Certificate to this letter that you will need to complete. When accepted, this will document that the City considers the Religious and Community Assembly uses as legal nonconforming uses.

Thank you for your assistance in this review. Please let me know if you have any questions.

Sincerely,



David Yadon  
Planning Director

CC: Ed Kok

**PLEASE NOTE THAT THIS ADMINISTRATIVE DETERMINATION IS SUBJECT TO APPEAL. A PARTY AGGRIEVED BY THIS DETERMINATION MAY APPEAL TO THE CITY COUNCIL BY FILING A NOTICE OF APPEAL WITH THE PLANNING DIRECTOR WITHIN TEN (10) DAYS OF THE MAILING DATE OF THIS DETERMINATION. THE APPEAL MUST STATE THE BASIS OF THE APPEAL AND BE ACCOMPANIED BY ANY RELEVANT SUPPORTING DOCUMENTATION AND THE REQUIRED FEE. ADMINISTRATIVE APPEALS ARE GOVERNED BY MUNICIPAL CODE SECTION 17.09.705 ET SEQ.**

Exhibit A 2 of 4

# NONCONFORMING USE CERTIFICATE

City of Coeur d'Alene



A nonconforming use certificate shall be applied for by submitting the following information to the Planning Department:

Please type or print the following required information.

## APPLICANT:

Name of Applicant: *Museum of North Idaho*

Mailing Address: *PO Box 812  
Coeur d'Alene, ID 83816*

Telephone Number: \_\_\_\_\_

## FILING CAPACITY:

- \_\_\_\_\_ 1. Recorded Property owner as of \_\_\_\_\_  
(date)
- \_\_\_\_\_ 2. Purchasing (under contract of \_\_\_\_\_  
(date)
- \_\_\_\_\_ 3. The Lessee, as of \_\_\_\_\_  
(date)
- \_\_\_\_\_ 4. The authorized agent of any of the foregoing, duly authorized in writing. (Written authorization must be attached to the application).

## PROPERTY:

Legal Description of the property: *Lot 15, N 1/2 Lot 16 Sherman Park*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Street Address (if applicable): *332 HUBBARD AVE.*

Type of Use Involved: *Community events, weddings, meetings of organizations such as Alcoholics Anonymous and religious assemblies are held at the facility throughout the year.*

Reasons for the Nonconformance: *These types of uses are classified as Community Assembly and Religious Assembly uses under the Municipal Code (M.C. 17.03.040(C) & (H)), which are prohibited in the R-8 zone unless a special use permit is obtained*

*Exhibit A 3054*



Size of Area Involved: .241 acres, and/or 10497.96 sq. ft.

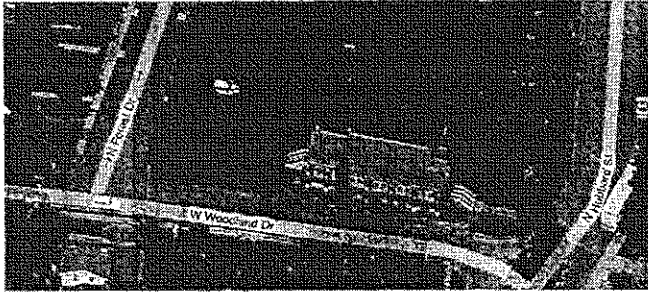
Existing Zoning: R-8

Existing Use: Church and community meeting hall.

Number of People Involved: Varies

Type and Area of Building or Portion of Buildings Involved in Nonconformance:

Entire building



**CERTIFICATION:**

I have read and consent to the filing of this application for a nonconforming use certificate.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signed by Applicant: \_\_\_\_\_

*The Nonconforming Use described herein has been approved by the Planning Department.*

Received: \_\_\_\_\_, 20\_\_ Planning: \_\_\_\_\_  
(signature)

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_ day of \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she voluntarily executed the same.

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

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

*Exhibit A 4 of 4*



**NOTICE OF APPEAL OF ADMINISTRATIVE DETERMINATION REGARDING  
THE NON CONFORMING USE OF THE FORT SHERMAN CHAPEL DATED  
DECEMBER 15, 2010**

Edward W. Kok, an affected party and resident in close proximity to the Fort Sherman Chapel, whose residential address is 328 N. Forest Drive, Coeur d'Alene, Idaho hereby appeals the Administrative Determination ("the Determination") of the Planning Department of the City of Coeur d'Alene. A true and correct copy of the decision appealed is attached hereto as Exhibit "A".

This appeal is made for the following reasons and upon the following grounds:

1. The determination appears to rely solely on factual allegations made by the offending party, i.e. the Museum of North Idaho.
2. There is no evidence of any independent corroboration of the facts presented by the owner of the non-conforming use by the City Planning Department.
3. The Determination made no effort to determine if the current non-conforming use expands the historical use in violation of legal principles, municipal code 17.06.915 and common sense.
4. The use allowed by the determination provides a quasi legal justification for the continuation of a private and public nuisance for the following reasons:
  - a. There is no adequate public parking available for AA meetings.
  - b. Members of the Fort Sherman group are rude, vulgar, loud and disrespectful of the residents living close to the Fort Sherman Chapel.
  - c. Members of the Fort Sherman Group regularly violated the parking ordinance in the Fort Grounds until suit was filed against the Museum of North Idaho and The Fort Sherman Group AA. The Determination has the effect of condoning these behaviors and runs contrary to any notion of human decency and respect.
5. The Planning Department made no attempt whatsoever to determine if the current use constitutes an expansion of the historical use. In the last five years the behavior of the members has consistently and disturbingly deteriorated in both behavior and in sheer numbers of persons attending meetings and in the number of meetings held.
6. The Planning Department sent as part of Exhibit "A" a document entitled "Non-Conforming Use Certificate", which requires the Museum to identify the number of people involved. The answer, apparently provided by the Planning Department in an effort to help the Museum, avoids its legal obligation and states "varies". This is an explicit admission from the Planning Department that it does not know, does not care, and in general

reflects less than a the thoughtful discharge of its duties with no apparent regard for the residents of the Fort Ground Neighborhood. In fact, the answer to the question can not be provided by the Museum or AA or anyone else due to the nature of AA, i.e. the members are anonymous and choose to avoid accountability, going so far as to make a recent unsuccessful attempt to seal the record in the litigation between the parties to the appeal.

7. The Notice given by the Planning Department regarding the Right to Appeal the decision is legally inadequate in that it does not specifically refer to the fee required for the Appeal. It is likewise inadequate in that it refers to documents that are not provided or even detailed in the decision. Adding to the imperfect nature of the process is that the Appellate procedure referred to gives 10 days to provide any documentary evidence in support of the appeal. The process provides inadequate time to review any documents relied upon by the Planning department. This has an unconstitutionally adverse impact on this or any other Appellant's right to due process of law.
8. Either the Planning Department's interpretation of the grandfather clause portion of the zoning ordinance is incorrect, or the clause is unconstitutionally vague. For example the Determination and the grandfather clause do not define the meaning of the term "use".
9. The Determination or the grandfathering clause upon which it purports to be predicated constitutes a taking without just compensation.
10. The Determination constitutes among other things, an abuse of discretion for the reasons set forth above.

#### **Request for delay of public hearing and waiver.**

The Appellant hereby requests a delay in the hearing on this matter for 120 days to allow for the service and review of a Public Records Act Request to the City Attorney's Office, the Planning Department, and any other agency of the City involved in the Determination. The Appellant hereby waives the requirement of a hearing under the municipal code within 40 days of the Appeal.

Dated this 23<sup>rd</sup> day of December, 2010.

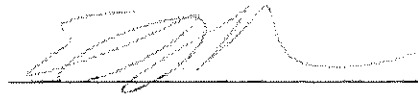
  
\_\_\_\_\_  
Edward W. Kok, Appellant

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 23<sup>rd</sup> day of December 2010, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to all counsel of record as follows:

City of Coeur d'Alene  
Planning Department  
City Hall  
710 E Mullan  
Coeur d'Alene, ID 83816

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Telecopy (FAX)



EDWARD W. KOK

Chapel

Feb. 27, 1880

1st Lieutenant  
H. J. Clark

General  
To Quartermaster of the Army  
through Commanding Officer and Chief Q.M.

Sir:

I have the honor to transmit herewith enclosed estimate with plans and elevations, of materials and labor required for the construction of one public building at this post to be used for Chapel, School, library and reading room purposes and a lecture hall.

Estimate and Materials and labor required for the construction of one public building at Fort Coeur d'Alene, Idaho, to be used for Chapel, School, Library and reading room and for lectures on Military science; in accordance with the accompanying plans, elevations and the following

Specifications

One two story balloon frame building 60 x 30 with an extension of 12' to rear and veranda 9' in front to be set on cedar piers; height of each story 12' in clear, ceiling of second story arched 4' higher in center; second floor to be supported by pillars in addition to rest on wall studding, and roof trussed against lateral strain Sills 6"x8", joist 2"x10" wall and partition studding 2"x4", plates 2"x4" doubled. Rafters, collar beams, Second story ceiling joists and truss material 2"x6" and 2"x4"; all frame work to be ~~spaced~~ spiked and well braced, to be double pine and one single pine, chimneys laid in lime mortar (rooms to be heated by stoves). Building to be covered with rough rustic siding, roof sheathed and shingled; floors dressed and matched lumber; stairs and construction generally as shown by plans and elevations, the cornice, all doors and ~~many~~ window casings, base boards, and trimmings to be dressed and painted; the exterior body of the wall to be color washed; in brief the building when completed to conform in architectural and mechanical appearance to the other buildings at the post.

of the estimate

Total amount for the building of the church amounted to \$1700.30

Sept. 1, 1880

Messrs. Cannon and Whitman  
Boys Agents,  
Spokane Falls, W.T.

Gentlemen:

Please forward to this Office the Memorandum of Chaplain Foussaint Messpie, U.S.A. for transportation from Fort Deville W.T. I have obtained the Chaplains signature to transportation request, which I will have filled up on receipt of the necessary data.

Very respectfully yours obt. ser.

H. J. Clark

**Fort Sherman Chapel, 332 Hubbard, as a Meeting Place  
For a Non Conforming Use Certificate Oct. 2010  
Prepared by Museum of North Idaho Director Dorothy Dahlgren**

Every year weddings, religious services and other types of meetings are held in the Chapel. There is a backroom which holds about 20 for meetings as well as the sanctuary which holds 80 to 100.

Groups that have used the Chapel since 1980 include Alcoholics Anonymous, Fort Sherman and Panhandle Symphony, NIC Music Department, NIC nurse's awards, Coral Festival, The District One Music Educators, Overeaters Anonymous, funerals, Fort Sherman Historical Society for meetings, Christmas concerts and historical programs, Angel Network and the Museum of North Idaho.

The non-profit Athletic Round Table donated the Chapel to the Museum of North Idaho in 1984. The Museum's budgets show rent dating back to 1985.

to Feb. 1980 Coeur d'Alene Christian Center

1981 to present North Idaho College Music Department uses the Chapel for spring rehearsal.

1980 to 1997 Unity Church of North Idaho held services, weddings and community and AA meetings in the Chapel.

1993 April the Museum of North Idaho held a program and annual meeting at the Chapel

1998 to March 1999 Student Baptist Ministries

2000 Todd Callaghan held non-denominational services

2000 to 2005 Fort Sherman Christmas Concerts. 1 or 2 performances each year to a full house.

2007-2008 Pastor Curt Wegley, Northwoods Fellowship

2009 Rev Donald McElvaney

2010-2011 Community United Methodist Church

February 24th, 1998

Dorothy,

Here is the rental check for the month of March. I hope the extra \$50 has helped with the heating bill. I was wondering if the Museum of North Idaho still needs the extra \$50 for the months of April and May. I had only planned on assisting with the heating bill up until March since the weather will be warming up, but if the Museum still needs help in the months of April and May please let me know. Also I was wondering if BSM could secure the use of the Chapel for the next school year beginning in August '98. Once school ends in May this year we will not need to use the Chapel again until August. If there is a way we can secure the Chapel for use of the August '98 through May '99 please let me know. Thanks again for all your help.

Sincerely,



Edwin

*Edwin Student Minister*



UNITY CHURCH OF NORTH IDAHO  
*Center of Practical Christianity*

---

March 28, 1997

Museum of North Idaho  
P O Box 812  
Coeur d Alene ID 83816-2102

Re: Notice to Vacate Ft. Sherman Chapel

Dear Dorothy,

As you know, our new church facility is under construction at 15<sup>th</sup> and Hoffman. The work is going well and we hope to be moved into Unity Center by May 1, 1997. We anticipate that we will have fully vacated "Little Red Church" as of April 30, 1997.

For this reason, please accept this as our formal, 30-days notice to vacate our current premises at 332 Hubbard.

We would like to thank you for your cooperation during our many years in the facility owned by the Museum. We hope that we will continue to enjoy a good relationship with you as part of the entire community we seek to serve.

Sincerely,

Richard Carlini, Treasurer  
Unity Church of North Idaho

4  
sent  
4/25/98

**THOMAS M. VASSEUR**

**LAWYER**

409 COEUR D'ALENE AVENUE  
P.O. Box 1560  
COEUR D'ALENE, IDAHO 83816-1560

TELEPHONE: (208) 664.4457  
FAX: (208) 765-4702

April 20, 1998

Museum of North Idaho  
115 Northwest Boulevard  
Coeur d'Alene, Idaho 83814

Dear Dorothy:

The cost of improvements for recarpeting the back room was \$300.00. \$100.00 was paid by Robert Pentland of 3611 North 17th Street, Coeur d'Alene, Idaho; \$100.00 was paid by Jimmy Harris of 3402 East Fairway Drive, Coeur d'Alene, Idaho, and \$100.00 was paid by myself.

As we discussed if you would be so kind as to send each of us a receipt indicating our \$100.00 charitable contribution, we would be very appreciative.

Thank you for your courtesy in this matter and I look forward to a continuing successful occupancy by our group.

Sincerely,

Dictated by Mr. Vasseur & mailed without  
his review or signature in his absence in  
order to avoid delay

THOMAS M. VASSEUR

TMV/mrk



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### Church of Christ

Bible classes for all ages will commence at 9:45 a.m. Regular worship assembly begins at 10:50 with Terry Singleton bringing the lesson. During this time children will attend separate Bible services. The evening services will be at Camp Farragut where a family camp-out has been held. Bus transportation will leave the church building at 6 p.m. for Farragut for those needing a ride. The Lord's Supper is held at both services conducted by Doug Norwood with Bob Warner, Don Rude and Verland Woempner assisting. Don Hampton will lead in the singing. Anyone interested in riding the Joy Bus can call 772-3511 for information.

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### St. Thomas Catholic Church

Sunday masses are at 6:30, 8, 9:15 and 10:30 a.m. Babysitting is provided at the 9:15 and 10:30 masses. Sunday school is also provided at the 10:30 mass. Fr. Jennings will give the mass at 6:30, Fr. Brogley at 8, Fr. Nuttman at 9:15 and Fr. Brogley at the 10:30 mass.

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### St. Pius Catholic Church

Sunday masses are at 7:30, 9:30 and 11:30 a.m. Sunday school, nursery and children's liturgy of the word are provided at the 9:30 and 11:30 masses. The building at St. Pius is designed to be assessible for the handicapped. Fr. Wassmuth's homily theme this Sunday is "Love Your Neighbor As Yourself."

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### Hayden Lake Community Bible Church

The Bible teaching is based on 1 Corinthians 15:35-58. Pastor Hege's sermon is "The Delightful Prospect of a New Body," at the 11 a.m. worship hour. Nursery is provided. Sunday school at 9:45 a.m. Christian Teens meet at 6:30 and the evening service will begin at 7:30.

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### Unity

"What Are You Looking For In A Relationship?" will be the message presented by Rev. Alice Durksen and both the 9:30 and 11 a.m. worship services. Youth education is held during the 11 a.m. service at the Fort Sherman Chapel, across from NIC.

### First Assembly of God

School of the Bible at 9:45 a.m., worship at 10:50 a.m. and evening rally at 6 p.m. Nursery attendants and all services signed for the deaf. Special home services for shut-ins by arrangement.

**SUBSCRIBE TODAY**  
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**CLIP AND MAIL THIS COUPON**

Coeur d'Alene Press  
2nd & Lakeside  
Coeur d'Alene, Idaho 83814

Name \_\_\_\_\_

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City \_\_\_\_\_

Phone Number \_\_\_\_\_

# DIRECTORY

#### HAYDEN LAKE COMMUNITY BIBLE CHURCH

E. Miles Avenue  
Richard W. Hege, pastor.

#### HARRISON COMMUNITY BAPTIST CHURCH

Harrison

#### JEHOVAH'S WITNESS

Kingdon Hall  
720 Peplar

#### LAKE CITIES BAPTIST CHURCH

Darvin Shipman, pastor  
Corner of Atlas Road  
And Hayden Avenue

#### LINCOLN WAY CHURCH OF GOD

521 Emma Avenue

#### PLEASANT VIEW BAPTIST CHURCH

Post Falls  
James F. Blewett, pastor

#### POST FALLS BAPTIST CHURCH

16th and Spokane Street  
George Scantlan, pastor.

#### RATHDRUM BIBLE CHURCH

Rathdrum  
Rev. John McMath, Sr. Pastor  
Ray Finstroek, Assoc. Pastor

#### RATHDRUM GOSPEL TABERNACLE

Quentin Calapp, pastor

#### REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINT

#### ST. LUKE'S EPISCOPAL CHURCH

Rev. John T. Salberg  
5th and Wallace

#### ST. MARK'S LUTHERAN CHURCH

Maple Street  
1/2 Block S. of Hayden Avenue  
Rev. Bob Newcomb

#### ST. PIUS X

6th & Haycraft, Coeur d'Alene  
Fr. Bill Wassmuth

#### ST. THOMAS, THE APOSTLE

9th and Indiana  
Redemptorist Fathers

#### THE CHAPEL IN THE GARDEN

609 Garden Avenue, E.  
Coeur d'Alene

#### TRINITY LUTHERAN CHURCH

812 Fifth Street  
Richard P. Hermstad, Pastor  
James Johnson, Assoc. Pastor

#### UNITED METHODIST

Athal  
William R. Anderson, Pastor  
Box 127, Spirit Lake

#### UNITED METHODIST

Rathdrum  
J. Malcolm McCallum, Pastor  
Box 127, Spirit Lake

#### UNITED PRESBYTERIAN

Spirit Lake  
J. Malcolm McCallum Pastor  
Box 127, Spirit Lake

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# This Sunday

text is 1 Corinthians 5:1-8. A communion service will follow the morning worship. A nursery is provided. Young people will meet at 5:30 to conclude a Balance Life Evaluation. Dr. Ron Vieselmeyer will present an exciting challenge of missions in Mexico at the 6:30 service. Everyone is cordially welcome.

## Mountain View Bible Church

Problems are a fact of life, in the morning message Pastor Prichard will discuss Paul's positive attitude towards trials. The message is entitled "The Purpose of Problems." The evening message will look at the Prophet Jonah. It is entitled "The Restoration of Jonah" and will discuss the steps which God took to bring Jonah back into fellowship with him.

## Unity

This Sunday at Unity of North Idaho we have as our guest speaker the Assistant Minister of the Spokane Unity, Rev. David Dirksen. His message is entitled "The Christmas Light." Polly Dixon will be giving the Meditation. Roberta Hibbard, Mike Michaels, and Kari Quade will be presenting the Music. Steve Towles is the platform person. We are at the Fort Sherman Chapel, across from NIC. Youth Education is held simultaneously at the YMCA for Toddler through Junior High students. Nursery care is at the Chapel. Come join us at 11 a.m. for a Unique and Rewarding experience.

## Lutheran Church of the Master

Worship is at 11:00 a.m. The sermon by Pastor Karl Schmidt is titled "Me — a King?" New members will be received, the sacrament of Holy Communion will be celebrated. Sunday Church School is at 9:45 a.m. The teachers will meet at 9:00 a.m.

## Christ the King Lutheran Church

On this Second Sunday in Advent the message is

entitled "Life With Confidence" based on the text Romans 15:4-13. Worship services are at 8:30 and 11:00 with Holy Communion at the 11:00 service. Sunday School and Adult Bible Class are at 9:45 with classes for the mentally handicapped. The Adult Information Class continues at this time. A nursery attendant is on duty from 8:15-12:15. At the 11:00 service the Altar Guild will be installed.

## Bethel Baptist Church

The title Pastor McNally has chosen for the morning Worship Service is "A Matter of Understanding." Communion will be observed at this time. The evening service will begin a Pulpit Counsel Series the first titled "Principles for Periods of Perplexity." Sunday School begins at 8:45 a.m. and has classes for all ages. Morning Worship Service is at 10:00 a.m. and the Evening Service at 8:00 p.m. There is childcare available at all the services for babies thru 2 years old.

## Trinity Lutheran Church

Worship Services at Trinity are 8:30 and 11:00 a.m. The Theme for the Second Sunday in Advent is "The Heart of the Matter." Christian Education classes for all ages at 9:45. Nursery care provided throughout the morning.

## First Baptist Church

Sunday Church School begins at 9:45 a.m. At the 11:00 a.m. Communion Service, Pastor Kendrick Gould will speak on "The Ultimate Gift" based on the scripture Romans 12:1,2. The leader for children's church will be Sue Cowles. Special music will be provided by Ruth Lyng. At 8:00 p.m. friends from Harrison and Osborn Churches will join us for a chili dinner and Singpiration.

## St. Thomas Catholic Church

Sunday masses are at 8, 9:15 and 10:50 a.m. and at

7 p.m. Sunday school and babysitting provided at the 10:30 mass. This Sunday is the 2nd Sunday of Advent and Father McMahon will give the homily.

## St. Pius Catholic Church

Sunday masses are at 7:30, 9:30 and 11:30 a.m. Sunday school and nursery and children's liturgy of the word are provided at the 9:30 and 11:30 mass. Father Wassmuth's homily theme is "Rejoice in the Lord Always."

## Heritage Place Chapel

4:00 p.m. services by the Church of God.

## Coeur d'Alene Homes Chapel

6:00 p.m. Service by Rev. Richard Herstad.

## St. Mark's Lutheran Church

Everyone is welcome to our service of worship and Holy Communion at 8:30 a.m. and 11 a.m. The message for the Second Sunday in Advent will be entitled, "Prepare the Way by Repenting." The Adult Choir will provide special music for our worship services. Christian education for all ages will be at 9:45 a.m. Nursery is provided during the morning.

## Coeur d'Alene Bible Church

Pastor Day's message title for Morning Worship, 11 a.m., is "Help on the Highway." Scripture reading will be Luke 10:25-37. Special music will be provided by Dr. Jane Gumprecht. The adult choir will sing "In Pleasant Places." Sunday School begins at 9:30 a.m. with classes for all ages. P.T.L. Choir will practice at 5:30. Evening Service starts at 7:00 with Pastor Day speaking. His message is "Where Faith Begins," taken from 11 Corinthians 5:14-21. The P.T.L. Choir will sing. Nursery care is provided for all services for children through age three. All are welcome.

## Community Presbyterian Church

On this second Sunday in Advent, Pastor William Barlow will speak on "The Virgin Birth — Fact or Fiction" taken from Luke 1:26-38. Assisting in the pulpit at the 10:30 a.m. service will be Phil Rajkovich. Sunday School for all ages begins at 9:30 a.m.

# CHURCH DIRECTORY

**CHURCH OF THE NAZARENE**  
Honeyuckle Drive just South of  
High School

Roger J. Wegner, pastor  
Joe Watkins, assoc. pastor  
Keith Jones,  
minister of music and youth  
Coeur d'Alene

**CHURCH OF THE TRUTH**  
525 Garden  
Ministry of New Thought  
Rev. Lucille Wines  
Rev. Marjorie Wines, Asst.

**COEUR D'ALENE BIBLE CHURCH**  
9th and Best  
(An Independent Bible Church)  
Ashley Day, Pastor

**COEUR D'ALENE  
CHRISTIAN CENTER**  
W. 3495 Prairie Ave.  
Edward A. Holt, Pastor

**COMMUNITY PRESBYTERIAN  
OF POST FALLS**  
4th and William  
Rev. William E. Barlow

**CROSSROADS FREE  
COMMUNITY CHURCH**

**FIRST CHRISTIAN CHURCH**  
4th and Garden

**FIRST BAPTIST CHURCH  
OF HAYDEN LAKE**  
Orchard and Reed Avenue  
Hayden Lake, Idaho  
Fay Gornet, pastor

**FIRST CHURCH OF CHRIST  
SCIENTIST**  
8th and Coeur d'Alene

**FIRST PENTECOSTAL CHURCH  
OF GOD**  
Hayden Lake  
West of U.S. 95 on Dakota  
Robert Smith, pastor

**FIRST LUTHERAN CHURCH**  
Spirit Lake  
H. L. Hennig

**FIRST UNITED  
METHODIST CHURCH**  
7th and Wallace  
Alvin E. Aasen, pastor

**FIRST UNITED  
PRESBYTERIAN CHURCH**  
6th and Lakeside  
Edgar P. Hart, pastor

**HAYDEN LAKE  
COMMUNITY BIBLE CHURCH**  
E. Miles Avenue  
Richard W. Hoge, pastor

**HARRISON COMMUNITY  
BAPTIST CHURCH**  
Harrison

**JEHOVAH'S WITNESS**  
Kingdon Hall  
720 Poplar

**LAKE CITIES BAPTIST CHURCH**  
Dorwin Shipman, pastor  
Corner of Atlas Road  
And Hayden Avenue

**LINCOLN WAY  
CHURCH OF GOD**  
321 Emma Avenue  
Pastor Wayne Woodworth

**LUTHERAN CHURCH OF THE  
MASTER**  
4002 Ramsey Ed.  
Karl Schmidt, pastor

**MOUNTAIN VIEW BIBLE CHURCH**  
Past Falls  
Cerner Chase Rd. & Prairie Ave.  
Tom Prichard, pastor  
Mike Hibbard, assoc. pastor

**PLEASANT VIEW  
BAPTIST CHURCH**  
Post Falls  
James F. Blewett, pastor

**POST FALLS  
BAPTIST CHURCH**  
16th and Spokane Street  
Oeorge Scantlan, pastor

**RATHDRUM BIBLE CHURCH**  
Rathdrum  
Rev. John McMath, Sr. Pastor  
Ray Zinscheck, Assoc. Pastor

**RATHDRUM GOSPEL TABERNACLE**  
Quentin Celapp, pastor

**REORGANIZED CHURCH OF  
JESUS CHRIST OF  
LATTER-DAY SAINT**  
1733 N. 9th

**RIMROCK EMMANUEL CHURCH**  
Two miles North 1/2 mile East  
of Hayden Lake  
H.T. Weaver, pastor

**SEVENTH-DAY  
ADVENTIST CHURCH**  
111 Locust Avenue  
Pastor Henry Lamberton

**ST. LUKE'S EPISCOPAL CHURCH**  
Rev. John I. Solberg  
5th and Wallace

**ST. MARK'S LUTHERAN  
CHURCH**  
Maple Street  
1/2 Block S. of Hayden Avenue  
Rev. Bob Newcomb

**ST. PIUS X**  
6th & Haycraft, Coeur d'Alene  
Fr. Bill Wasemuth

**ST. THOMAS, THE APOSTLE**  
9th and Indiana  
Kadempierist Fathers

**THE CHAPEL IN THE GARDEN**  
609 Garden Avenue, E.  
Coeur d'Alene  
Rev. Victoria-Carbury,  
D.D., Ph.C., pastor

**WALNUT AVENUE  
GOSPEL CHAPEL**  
2nd and Walnut  
Ernest F. Unruh, correspondent

**WAYSIDE CHAPEL**  
1602 Applway  
Rev. C. E. Daltz, pastor

**THE WESLEYAN CHURCH**  
3rd and Birch

**TRINITY LUTHERAN CHURCH**  
812 Fifth Street  
Richard P. Herstad, Pastor  
James Johnson, Assoc. Pastor

**TRUTH AWARENESS CHURCH**  
Metaphysical  
Rev. Mary Jane Merkall, pastor  
644-4687

**UNITED METHODIST**  
Athal  
William R. Anderson, Pastor  
Box 127, Spirit Lake

**UNITED METHODIST**  
Rathdrum  
William R. Anderson, Pastor  
Box 127, Spirit Lake

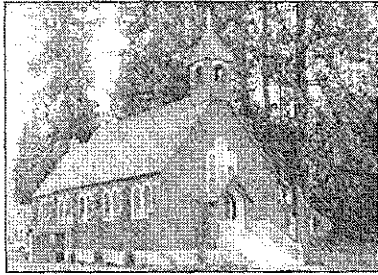
**UNITED PRESBYTERIAN**  
Spirit Lake  
William R. Anderson, Pastor  
Box 127, Spirit Lake

**ABUNDANT LIFE FELLOWSHIP**  
(Non-Denominational "Word" Church)  
1720 Fruitdale  
Rev. Darr Dunn

**POST FALLS CHRISTIAN CHURCH**  
V. W. F. Hall

# Museum of North Idaho -- Ft. Sherman Chapel

## Fort Sherman Chapel



Constructed in 1880  
National Register  
of Historic Places in 1979



Chapel Interior

Built in 1880 by the U.S. Army, the Fort Sherman Chapel is Coeur d'Alene's oldest church, school, library and meeting hall. Fort Sherman was abandoned in 1900 and the buildings and property sold at public auction in 1905.

Developers bought what is today known as the Sherman Park Addition, which included the Chapel. Over the years many denominations used the Chapel for church services. Concerted effort began in 1934 to preserve the Chapel. In 1942 The Athletic Round Table held the Chapel in trust and began repairs of the structure. To ensure the preservation of Coeur d'Alene's oldest standing building, the A.R.T. donated the Chapel to the Museum of North Idaho in 1984.

The Fort Sherman Chapel is located at 332 Hubbard in Coeur d'Alene, and is available for weddings and small events. \$200 per event. Seats 80 to 100 in about 15 pews.

All proceeds go into the Chapel Fund for maintenance and preservation. Donations to the Chapel are welcome.

Museum of North Idaho | P.O. Box 812, Coeur d'Alene, ID 83816-0812 | 208-664-3448 | [museum@museumni.org](mailto:museum@museumni.org)

**WILSON, WARREN**

**From:** dd [dd@museumni.org]  
**Sent:** Wednesday, November 03, 2010 10:22 AM  
**To:** WILSON, WARREN  
**Subject:** Re: Chapel

Warren,

The first notice in the Coeur d'Alene Press about the Unity Church holding weekly services in the Chapel was Sat. Dec. 6, 1980 in the church section. My volunteer said it was in the paper every week and she looked well into the 1990s. After the Unity moved out 1997 the AA group continued daily meetings there as they do today.

I just have 2 sample photo copies of those Sunday notices I could bring over to you. I could send the volunteer back to the microfilm for more but considering there are 52 a year.

The Unity Church was holding weekly services until they moved out April 30, 1997. I have a letter dated Feb. 24, 1998 from Edwin the minister of the Student Baptist Ministries. They held weekly church there 1998 to March 1999 during the school year. I will bring over the schedules I kept beginning in 1999 showing weddings and other activities. Would it help for me to copy our financial reports with the rents or the bank deposit slips?

Maybe you can give me a call because I still am not sure what more I'm trying to document.

Dorothy Dahlgren, Director  
PO Box 812  
Coeur d'Alene, ID 83816-0812  
208-664-3448 Tues.-Sat.

**From:** "WILSON, WARREN" <WWILSON@cdaid.org>  
**Date:** Tue, 2 Nov 2010 14:50:16 -0700  
**To:** Dorothy Dahlgren <dd@museumni.org>  
**Cc:** Tami Stroud <TAMIS@cdaid.org>, "YADON, DAVE" <yadon@cdaid.org>, "GRIDLEY, MIKE" <MGRIDLEY@cdaid.org>  
**Subject:** FW: Chapel

Hi Dorothy,

Tami forwarded your email to me for review. After looking at the history provided, it is difficult to tell what the frequency of use of the chapel has been. You mention that the Museum budgets show rent dating back to 1985. Do those records provide any information regarding the frequency of the use of the chapel for religious/community assembly uses? Are there any other records that can help detail the frequency of use? Also, it would be very helpful to us if we could review the source documents that you based your summary on.

Thanks for your help. We would like to make a final decision on whether the religious/community assembly use is "grandfathered" within the next couple of weeks. Any additional records you can provide would be appreciated.

Warren Wilson

12/14/2010

1999

AA 7 a.m. to 9:15 7 days a wk \$330.  
Tom Vassuar 664-4457 Fax 765-4702  
Bob MacDonald AA group \$25 a month  
about 15 pews seat 80-100

**Weddings Fort Sherman Chapel 332 Hubbard**  
\$200 without minister, \$300 with Unity Minister  
(send us a \$100).

Jan. 1 Fri. 7 p.m. Tonya Mahoney 769-3167  
Jan. 30 3-11 AA Tom 664-4457  
Feb. 14 Sun 1:00 Frank Terrell 664-3128  
Apr 10 Sat Daum MacLay 509-927-3054  
May 8 Jessica Anderson 762-5448  
May 22 Danell Layton 509-226-2311  
June 26 Shae Cook 665-9517 painted steps  
July 17 Andrea Punk 773-4417  
July 31 Pat Salle Celebration  
Aug. 7 Sat 5:30 Marla Gray 406-434-9164  
Sept 11 3:30 Unity wedding

Oct 9 Sat 2:00 Pam Schlepp 772-8253

450 ~~Oct 16 Sat 6:30 Thera Grant 769-3117~~

Nov. 12 Fri 5:00 Mellisa Carroll 667-4040 or 666-9074

PD Dec 4 Sat 5:00 ~~Therese Carroll 765-3060 service~~

PD Dec 11 Sat ~~Therese Carroll 964-1439 call~~  
~~Lifsey 762-2449~~

Jan 2, 2000 <sup>Sunday</sup> Ross Schlottbauer 773-0790

May 27, 2000 6 p.m. quoted \$150

July 15, 2000 Sat Amber Flynn 666-1466

May 13 Doreen ~~Grant~~ 765-6859 -

~~Sept 12, 2000 12:00 Rick Flanagan 509-221-6309~~  
~~509-535-9857~~

200

weddings Suzanne \$100 per Oct. 26

AA 7 a.m. to 9:15 7 days a wk \$330.  
Tom Vassuar 664-4457 Fax 765-4702  
Bob MacDonald AA group \$25 a month  
about 15 pews seat 80-100

Nov 10 Fri ev  
Nov 11 7:00 p.m.  
Nov 12 Sun. with pews  
Nov 25

**Weddings Fort Sherman Chapel 332 Hubbard**  
\$200 without minister, \$300 with Unity Minister  
(send us a \$100).

2001 ~~Dec 9 evening~~  
Sat. Jan 27 3:00  
Feb 3 evening

Jan. 2, 2000 Sun. Ross Schlotthauer 773-0790  
Jan. 8, Sat. 7 pm Todd Callaghan (Non denom service) 765-3060  
Feb. 5 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060  
Mar. 4 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060  
Mar. 18 Sat 12:30 Scott and Shannon Bennet 772-9314 or 651-7502  
Mar. 25 Sat. 7 pm Amber Flynn 666-1466 775-2215  
April 1 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060  
May 6 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

May 13 Doreen Gantar 765-6859 Julie

May 27, 6pm tentative quoted \$150

June 3 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

June 17 4:00 Unity with pews 772-5652 - will give key to Unity pews

July 1 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

July 8 Sat. 3:00 Bruce Andrea 800-261-1060  
Unity 7:00 p.m. 6:00 Brook 576-1134

July 15 Sat 2:30 Sarah Erdmann 683-7600

2001 July 7 Sat 2:00  
Kindra Adams  
609-599-1325

July 22 Sat 3:00 Matt English 667-1894

July 29 Sat 1 Nicole Mechler 765-1830 Unity

April 21 Kathy Wheeler 666-9805

Aug 5 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

Sept 9 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

Sept 16 Sat. 12:00 Rick Flower 509-921-6809 or 535-9855 Unity

Sept 16 Sat 5:00 Corinne Danielson 425-503-7818 rehearsal 5:00 Fri

Oct 7 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

Oct 26 5pm Suzanne Anderson

Nov 4 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

Nov 12 with pews Unity

Dec. 2 Sat. 7 pm Todd Callaghan (Non denom service) 765-3060

Dec 12 Sun. 2:00 & 7:00 Ft. St. Hist. Soc.

Jan 16 Sat. 4:00 Ceira Wisconsin 877-1255

May 12 Sat 2:00 Molly Donnelly 772-2708

2002

Daily AA 7 a.m. to 9:15 7 days a wk \$330.

Tom Vassuar 664-4457 Fax 765-4702 772-3884

Bob MacDonald AA group \$20 a month 665-5231

Monday night 5:15 & Thurs 6:30

Women 's AA Sat 10:00 a.m. *Tulla 7-*

Weddings Fort Sherman Chapel 332 Hubbard

\$200 without minister, \$300 with Unity Minister

(send us a \$100). about 15 pews seat 80-100

*54-1125*

*Feb 14 8am. Chior Festival*

*May 4 Sat. 2:00 Fran Jeff Nobles*

*Mon 7:00 Steve Wjehesko  
Key 665-4619*

*Aug 8 Sat 7:30 Charlie Caraway 509-965-2639*

*Aug 11 Thurs. 8:00 Robert Singletary  
Sat 4:00  
Aug 10 Army Potley 765-9036*

*Aug 17 3:00 Unity*

*Sept 14 Sat.  
Sept 28 Sat 2:00 Harbeck 509-922-0615  
Sept 29 Sun 5:30 McDonald Sun*

*Great Ramsey 2/15/03 509-226-1344*

*Sept 14. 9 pm Sat McDonald Sun  
765-1669  
186-8  
Nov. 23 7:00pm 778-1034*

*Dec. 14 Sat. 11:00  
1-208-699-2766*

*Dec. 19 7pm Ft. St. Br. Sec.  
Dec 27 Sun 8 pm  
Dec 27 Sat. 12:30  
946-1971*

*Dec. 28 Sat. 1:00  
3:00*

ETB code

2004  
Jan 23, Bonnie 6 AM Angel Network

2003

Daily AA 7:45 a.m. to 9:15 everyday.

Monday 5:15 pm

Tuesday & Thurs 6:30 pm

Sat 10:00 a.m. (Women)

Mary-Rose \$330-772-3899

Bob MacDonald AA group \$20 665-5231

Weddings Fort Sherman Chapel 332 Hubbard

\$200 without minister, \$300 with Unity Minister

(send us a \$100). about 15 pews seat 80-100 665-1125

2/15 Sat. Hiedi Ramsey 509-226-1344

2/22 Sat. 12:30 Mary Marano 664-2579 or 446-1991

3/15 Sat. 2:30 Kowles 665-5045

4/12 Sat. 12:30 Unity 665-5030

4/18 Fri 6:30 \$75 Kathy 765-3020 meeting

5/15 NIC Nursing awards 2000

May 10 2004 Cynthia Wood & Ron Whitesitt 665-1125  
667-9431

6/13 6:00 pm - \$75 Bonnie 667-1423 Angel Network  
or Kathy 765-3020

7/26 Sat. 2:00 Unity

8/12 Sat. 12:30 Unity

9/16 6:30 Jennifer Downing 509-869-5163

9/17 Wed 12:30-1:30 Unity

9/18 Fri 6:00 Bonnie 667-1423

10/17 Unity Fri 12:30

10/24 - Bonnie Angel Network  
5:30-9pm - phone 667-1423

No events til after NOV. 10

11/4/2004 Tracy Evans 87-1787 Sun.

12/19 K. Bonnie Angel Network

5:00 667-1423

12/20 - Ft. Sherman Band \$200

12/13  
12/13  
12/13



Len ROSTER  
767-9857

### 2005 Chapel Schedule

ETB is the key code

Daily AA 7:45 a.m. to 9:15 everyday  
Katie Blank 772-8266 SIGMA ROSTER 899-2013  
777-1030

Monday 5:15 pm Bob MacDonald AA group \$20 665-5231

Tuesday & Thurs 6:30 pm

Sat 10:00 a.m. (Women)

Weddings Fort Sherman Chapel 332 Hubbard

Marilyn Churchman

\$200 without minister, \$300 with Unity Minister  
(send us a \$100). about 15 pews seat 80-100

676-1213

Feb. 5

Feb. 12. Sat. Laey Burdick & Derrick Driver. Unity

~~662-0554 Emily Ward~~ <sup>2:00</sup> Feb. 19 609-891-1610

April 1 Fri evening Unity 509-582-9150

May 23 8:30am to 5

June 4 Sat. Joy Taylor 625-0638 12:00

June 3 Fri 5pm rehearsal

June 4 Unity 2:00 Sat. Unity Gold

June 25 Sat. Kirk Arford 755-2978 4:00 755-2951

July 9 Beverly Unkel

Parent June?

July 18, 21 morning Hospitality

July 23 Marshal Huliett 765-3387

July 30 <sup>sat. 4:00</sup> Sarah James 772-1035 ~~Debra James~~

Sept 10 3:00 Donell Cosicos 664-1059 640-6685 Unity.

Oct 1 Sat Joy Taylor 625-0638

Nov 19 <sup>12:00</sup> Elizabeth Montgomery

704-2198

Mike & Darcie Mische

~~2006~~  
<sup>sat</sup> Jan 28 Kerry New-Currier  
640-1049

Dec 10 sat. Unity

Dec. 17 Leah Robinson 704-2166 Will volunteer at Chapel

Dec. 16 and 18 Ft. Sherman Hist. Soc. concert

2006 April 29 ~~William Williams~~  
691-4448

2006 Mar. 18 Crystal Rodson 699-5982  
769-1406

**2007 Chapel Schedule**

ETB is the key code

Daily AA 7:45 a.m. to 9:15 everyday \$330

Sunday 1-12 curt Wegley 964-2989 \$100 a week *church*

*last Sun. of the month 7-8:15*

Katie Blank 772-8266 Sigurd Rostad 699-2013 or 777-1030

Ken Oveson at RDI Heating for the furnace 762-9857 *661-8229*

Monday 5:15 pm

Bob MacDonald AA group \$20 665-5231

Tuesday 8pm overeaters *Tues. 7:30-8 Keep it simple*

*5:45* 5:30-6:30 Thurs. Wendy 755-0089

1st and 3rd Thurs. 7pm Mike Dolan Scouts

*last Sunday 7-8 pm*

**Weddings Fort Sherman Chapel 332 Hubbard**

\$200 without minister, \$300 with Unity Minister or Linda Churchman 676-1213 or Kimberly Morgan 664-3420 Interfaith Universal Life.

(send us a \$100). about 15 pews seat 80-100

Feb 14 Wed. 5pm Rosina Safi 686-0502 Pd.

Feb. 24

April 7 Sat. Barbara/Lynsey Wilkens 667-1376 or 683-3315

April 14

April 22 Sun 2pm Lacy Claunts 208-714-4865

April 23

April 28

May 18 Fri 4pm Abby Jester 660-4483

June 1

June 2 Bryan Grob 771-0202

June 5

July 7 Sat. 5pm Monohan Unity 664-1125 Rev. John

Aug. 11 Sat Crystal Hergert 699-0372 David

Aug. 18

Aug 25

*#* Sept 2 Sun 3pm Sam LaPresta 245-258-4974

Sept. 14 Fri Christy Kelly 819-5592?

Sept 15 Sat. 3pm Unity Linda McGee 919-623-6910

*#* Sept 22 Sat. 2pm Kim Adkins 659-5426

Oct. 5 Friday 6:30 pm Frances-Drake-818-1940

Oct. 6 Sat. 4pm McDermitt 773-2008

Oct. 20 Sat 3pm Unity

Oct 27 Sat. 1pm Charles Bunham 667-4972

Nov. 3 Sat 4pm Jennifer Samek 818-7939

Dec. 1 Sat 3pm Carl Harris 667-4857

*Dec 3* *simplest* *2008* *Mon. 7* Dec. 23 Sun 3pm Kimberly Schwehr 755-4553

Mar. 15 Sat 11:30 Leena Bio 818-6928

*June 8 - Sarah B (owner) 207-318-9213 Sun. 4:00*

*Feb. 14 Thurs. 11:00 208-290-7297 Jack Martin*  
*Feb 23 Sat Nicole Burruss 659-8353*

*Nov. 20 Tues. 7pm 664-5410 Barb. Marc*

*Dec 13 (Mon. 1:00) Shawna Cuth 773-5059*

2008

### Weddings Fort Sherman Chapel 332 Hubbard

\$200 without minister, \$300 with Unity Minister or  
Linda Churchman 676-1213 or Kimberly Morgan 664-3420 Interfaith Universal Life.  
(send us a \$100). about 15 pews seat 80-100

ETB is the key code

Ralph Shay AA Sce 765-0747 hm, 666-9162 wk, 659-4682 cell

Sigrud Rostad 699-2013 or 777-1030

Ken Oveson at RDI Heating for the furnace 762-9857 661-8229

Daily AA 7:45 a.m. to 9:15 everyday \$330

Monday 5:15 pm

Bob MacDonald AA group \$20 665-5231

5:30-7

Tuesday 7:30-8pm Keep it Simple

5:45-6:30 Thurs. Wendy 755-0089 ~~Wed~~ Friday 5:30 over eaters

Last Sunday 7-8pm

1<sup>st</sup> and 3<sup>rd</sup> Thurs. 7pm Mike Dolan Scouts

### 2008 Chapel Schedule

Feb. 14 Thurs. 1pm Jack Martin 208-290-7597

Feb. 23 Sat. Nicole Burress 659-8353

Mar. 15 Sat 11:30 Leena Bio 818-6928

1009  
Jan 1, 11:00 Thurs.  
Jenny Summers 704-5747

May 10 sat 4:00 Mellis Jorgeson 509-979-7479

Feb. 14 Sat.  
Feb. 26 Thurs. Corney Harris 253-355-3199  
May 5/3 May 5/9?

May Fort Sherman Days

March 8, 2009 Sun. 1pm.  
Erin Jock 208 660-3897

June 6 Fri evening Kylene Coants or Lacy 699-4233

April 18 Sat. 12:00 Heather Mulhern  
509-481-8573

June 8 Sara O'Connor 207-318-9213

June 14 Sat. Hanna Emory 704-1512

June 13, 2009 Lisa Evenson  
Sat. 6:00 718-0231

June 24 Tues 2:00 Grace Atkins 818-7771

June 27, 2009 Unity

July 19 Sat 12:00 Justine Staley 208-964-9606

July 11<sup>th</sup> Paulette  
208-704-0228

Aug 16 Sat Hunter Woodard 704-6036  
Aug 8 Fri 6pm Jason and Jenifer Ramsrud 691-0336

Aug 22 Fri Casey Iggers 509-921-9288 5:30  
Aug 31 Sun Sarah Bromley 769-1452

July 27, 09 Unity

Sept 6 Sat 6pm Stephen Messenger 777-0173  
Sept 27<sup>th</sup> Sally Arel 206-779-0402  
Oct 4 2:00 Ina Linsen 664-1123

Oct 11 Sat. 3pm Angela Symons 208-220-2834

Unity Dec. 6<sup>th</sup> Monique Henson 208 660-5590 Unity

Dec. 18 2pm Unity  
Dec. 19 Sun. Betsy Holloway 819-1674

Dec. 12, 2009 3:30 Kelly Katz  
660-6964

Dec. 20 Brittany Cook bpm 406-242-0002  
Dec 31 2:00 Sandy Hazlett 704-2306

2009

Weddings Fort Sherman Chapel 332 Hubbard  
\$200 without minister, \$300 with Unity Minister or  
Linda Churchman 676-1213 or  
Kimberly Morgan 664-3420 Interfaith Universal Life.  
About 15 pews seat 80-100

661-3007 lawn service  
Dennis Mc...  
7-2178 sun 10-12  
475 per hour

ETB is the key code  
Daily AA 7:45 a.m. to 9:15 everyday \$330  
Ralph Shay AA Sec 765-0747 hm, 666-9162 wk, 659-4682 cell  
Signed Rostad 699-2013 or 777-1030  
Ken Oveson at RDI Heating for the furnace 762-9857 661-8229  
Monday 5:15 pm  
Bob MacDonald AA group \$20 665-5231  
Tuesday 5:30-7 pm Keep it Simple 7130-9  
5:30-6:30 Friday. Overeaters Wendy 755-0089  
Last Sunday 7-8pm

wed 5:00 back room. clean for rent

2009 Chapel Schedule

Jan. 1 Thurs. 1pm Jenny Summers 704-5747  
Feb. 26 Thurs. Courtney Harris 253-355-3199  
Mar. 8 Sun 2 pm Erin Jock 660-3897  
Mar. 14 Sat. Wendy Macon 816-3102  
Mar. 21 Sat. Travis Harper 651-0991

2:00  
Jan 2 Sat Rebecca Keyser 691-8226  
3pm Mar. 13, 2010 Nancy Macke 772-4041  
April 17 2010 Karla Brooks 215-9579  
964-1223  
4pm  
May 29, 2010 Brandy Fernback  
Aug 7, 2010 Nick Coffin 664-1732  
3:00  
July 3 Sat. Karl Gilmar 664-9691  
Canada 408-394-4948

April 11 Sat. 4 pm Jami Teisseyre 619-985-9894  
May 9 Sat. 4 Susan Vandenberg 509-710-9457 wk 509-299-2331  
May 14 Thurs. afternoon  
May 16 Sat. 11 Nicole Theil 772-0821 691-7644

Feb. Steven Baum 755-4397

June 4 Thurs. 5 Mary Hansen 659-6400  
June 13 Sat. 5 Tina Durham 666-1544  
June 27 Sat. Unity  
July 10 Fri 11:00 Lisa Pratt 714-939-7449  
July 11 Sat Paulette Koester 704-0228 4:00 PM, 6/18/09 d d  
July 18 Sat Josh Thompson 964-3066

July 27 Unity  
Linda 777-0164 Aug 14 Fri  
Aug. 8 Sat Molly Weber 703-786-8137  
Aug 15 10am  
Aug 16 Sun 2 pm Kelly Kutz 660-6964  
Aug 23 Sun 11:00 Gilbert 964-3541  
Aug. 29 Sat. 4:30 Hanna Siensens 208-964-3989  
Pd Sept 6 Sun Clara Hayden 509-979-5270

Oct. 10 Sat 2:00 Pam Marks 704-1624  
Key

Oct. 17 Sat. Kendra Korsval 208-371-0612  
Oct. 24 Sat 4 Ben Drake 818-6754

Oct. 30 Erica Vinson 762-7877 699-8798 Art Smith  
Elinor 691-9921

Nov. 1 Sat. 2:30 Tre Davis 660-9088  
Dec 19 Sat Linda Hannon 772-6164  
Dec. 31 Rebecca Keyser 691-8226

Dave Anderson pd. pls. call  
re 2131  
Wed 4pm 012, 09 (208) 340-0203

## Museum of North Idaho Fort Sherman Chapel Financial Info

Prior to May 1997 the income was from the Unity Church. All activities were done under their group and we did not receive additional rent or know what activities were being held there.

The AA group accounts for about \$3,960 annually in rent income at \$330 a month back to about 1999. Above that would be other groups. In 1997 when the Unity Church moved out and through 1998 the AA group paid \$150 a month. The Baptist Student Ministries rented in 1997 and 1998 as well for \$150 a month.

*Prepared by Dorothy Dakgren, Director 11/3/10  
664-3448 Tues-Sat  
dd@museumni.org*

1/03/10

### Museum of North Idaho Transaction Detail by Account January through December 2010

Type	Date	N	N	Memo	Cl	Clr	Split	Original Amount	Paid Amount	Balance
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/06/10			Deposit			Washington Tru...	330.00	330.00	330.00
Deposit	02/01/10			Deposit			Washington Tru...	330.00	330.00	660.00
Deposit	03/02/10			Deposit			Washington Tru...	350.00	350.00	1,010.00
Deposit	03/13/10			Deposit			Washington Tru...	40.00	40.00	1,050.00
Deposit	04/06/10			Deposit			Washington Tru...	350.00	350.00	1,400.00
Deposit	05/06/10			Deposit			Washington Tru...	350.00	350.00	1,750.00
Deposit	06/01/10			Deposit			Washington Tru...	389.00	389.00	2,139.00
Deposit	07/13/10			Deposit			Washington Tru...	330.00	330.00	2,469.00
Deposit	08/11/10			Deposit			Washington Tru...	330.00	330.00	2,799.00
Deposit	08/31/10			Deposit			Washington Tru...	300.00	300.00	3,099.00
Deposit	09/07/10			Deposit			Washington Tru...	330.00	330.00	3,429.00
Deposit	09/21/10			AA Group			Washington Tru...	60.00	60.00	3,489.00
Deposit	10/08/10			Deposit			Washington Tru...	330.00	330.00	3,819.00
Deposit	11/03/10			AA group			Washington Tru...	330.00	330.00	4,149.00
Total Chapel rent									4,149.00	4,149.00
<b>Chapel Weddings/Meetings</b>										
Deposit	01/20/10			R. Stone			Washington Tru...	200.00	200.00	200.00
Deposit	03/13/10			Deposit			Washington Tru...	200.00	200.00	400.00
Deposit	04/13/10			Deposit			Washington Tru...	200.00	200.00	600.00
Deposit	05/19/10			Deposit			Washington Tru...	200.00	200.00	800.00
Deposit	06/03/10			Miller			Washington Tru...	200.00	200.00	1,000.00
Deposit	07/02/10			Deposit			Washington Tru...	400.00	400.00	1,400.00
Deposit	07/06/10			Deposit			Washington Tru...	400.00	400.00	1,800.00
Deposit	08/09/10			Husmann			Washington Tru...	200.00	200.00	2,000.00
Deposit	08/11/10			Deposit			Washington Tru...	400.00	400.00	2,400.00
Deposit	08/31/10			Deposit			Washington Tru...	200.00	200.00	2,600.00
Deposit	09/21/10			Schmitt			Washington Tru...	200.00	200.00	2,800.00
Deposit	10/08/10			Vinvask, Hille			Washington Tru...	400.00	400.00	3,200.00
Deposit	10/20/10			Deposit			Washington Tru...	400.00	400.00	3,600.00
Total Chapel Weddings/Meetings									3,600.00	3,600.00
Total Rent									7,749.00	7,749.00
<b>TOTAL</b>									<b>7,749.00</b>	<b>7,749.00</b>

11/03/10

### Museum of North Idaho Transaction Detail by Account January through December 2009

Type	Date	N	Na	Memo	Cl	Clr	Split	Original Amount	Paid Amount	Balance
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/10/09	De		Deposit			Washington Tru...	330.00	330.00	330.00
Deposit	01/30/09			MacDonald #			Washington Tru...	60.00	60.00	390.00
Deposit	02/11/09			Deposit			Washington Tru...	330.00	330.00	720.00
Deposit	03/10/09			Deposit			Washington Tru...	330.00	330.00	1,050.00
Deposit	04/14/09	De		Deposit			Washington Tru...	330.00	330.00	1,380.00
Deposit	05/07/09			Ft. Sherman G...			Washington Tru...	330.00	330.00	1,710.00
Deposit	06/16/09			Deposit			Washington Tru...	410.00	410.00	2,120.00
Deposit	07/08/09			Deposit			Washington Tru...	330.00	330.00	2,450.00
Deposit	08/04/09			Deposit			Washington Tru...	330.00	330.00	2,780.00
Deposit	08/16/09			Deposit			Washington Tru...	40.00	40.00	2,820.00
Deposit	09/02/09			Deposit <i>McElvaney church</i>			Washington Tru...	630.00	630.00	3,450.00
Deposit	10/02/09			McElvaney <i>church</i>			Washington Tru...	300.00	300.00	3,750.00
Deposit	10/09/09			Deposit			Washington Tru...	330.00	330.00	4,080.00
Deposit	11/03/09			McElvaney <i>church</i>			Washington Tru...	375.00	375.00	4,455.00
Deposit	11/04/09			Deposit			Washington Tru...	330.00	330.00	4,785.00
Deposit	12/19/09			Deposit			Washington Tru...	430.00	430.00	5,215.00
Total Chapel rent									5,215.00	5,215.00
<b>Chapel Weddings/Meetings</b>										
Deposit	02/17/09			Hayden			Washington Tru...	200.00	200.00	200.00
Deposit	03/10/09			Joch			Washington Tru...	200.00	200.00	400.00
Deposit	03/19/09			Hundley			Washington Tru...	200.00	200.00	600.00
Deposit	03/31/09			Deposit			Washington Tru...	200.00	200.00	800.00
Deposit	04/14/09	De		Deposit			Washington Tru...	200.00	200.00	1,000.00
Deposit	05/05/09			Dist 1 Music E...			Washington Tru...	200.00	200.00	1,200.00
Deposit	05/07/09			VanVerner			Washington Tru...	200.00	200.00	1,400.00
Deposit	05/12/09			Baum, Thiel			Washington Tru...	400.00	400.00	1,800.00
Deposit	06/16/09			Hansen, Dunh...			Washington Tru...	400.00	400.00	2,200.00
Deposit	06/23/09			Koester			Washington Tru...	200.00	200.00	2,400.00
Check	06/24/09	77	Cl	refund			Washington Tru...	-100.00	-100.00	2,300.00
Deposit	06/30/09			Deposit			Washington Tru...	100.00	100.00	2,400.00
Deposit	07/14/09			Deposit			Washington Tru...	200.00	200.00	2,600.00
Deposit	07/18/09			Moore			Washington Tru...	200.00	200.00	2,800.00
Deposit	08/18/09			Deposit			Washington Tru...	300.00	300.00	3,100.00
Deposit	09/02/09			Deposit			Washington Tru...	200.00	200.00	3,300.00
Deposit	09/08/09			Emery			Washington Tru...	200.00	200.00	3,500.00
Deposit	10/09/09			Marks			Washington Tru...	200.00	200.00	3,700.00
Deposit	10/28/09			Deposit			Washington Tru...	600.00	600.00	4,300.00
Deposit	11/03/09			Deposit			Washington Tru...	200.00	200.00	4,500.00
Deposit	12/19/09			Deposit			Washington Tru...	400.00	400.00	4,900.00
Deposit	12/30/09			Deposit			Washington Tru...	200.00	200.00	5,100.00
Total Chapel Weddings/Meetings									5,100.00	5,100.00
Total Rent									10,315.00	10,315.00
<b>TOTAL</b>									<b>10,315.00</b>	<b>10,315.00</b>

*McElvaney church group 4975*

11/03/10

### Museum of North Idaho Transaction Detail by Account January through December 2008

Type	Date	Num	N...	Memo	Cl	Clr	Split	Original Amount	Paid Amount	Balance
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/04/08			Deposit			Washington Tru...	330.00	330.00	330.00
Deposit	02/07/08			Deposit			Washington Tru...	330.00	330.00	660.00
Deposit	03/13/08			Deposit			Washington Tru...	330.00	330.00	990.00
Deposit	04/03/08			Deposit			Washington Tru...	330.00	330.00	1,320.00
Deposit	05/08/08			Deposit			Washington Tru...	330.00	330.00	1,650.00
Deposit	06/05/08			Deposit			Washington Tru...	330.00	330.00	1,980.00
Deposit	07/01/08			Deposit			Washington Tru...	330.00	330.00	2,310.00
Deposit	08/07/08			Deposit			Washington Tru...	330.00	330.00	2,640.00
Deposit	09/06/08			Deposit			Washington Tru...	330.00	330.00	2,970.00
Deposit	10/08/08			Deposit			Washington Tru...	330.00	330.00	3,300.00
Deposit	12/14/08			Deposit			Washington Tru...	370.00	370.00	3,670.00
Deposit	11/05/08	D...		Deposit			Washington Tru...	330.00	330.00	4,000.00
Total Chapel rent									4,000.00	4,000.00
<b>Chapel Weddings/Meetings</b>										
Deposit	02/15/08			Deposit			Washington Tru...	400.00	400.00	400.00
Deposit	02/29/08			Deposit			Washington Tru...	400.00	400.00	800.00
Deposit	04/03/08			Deposit			Washington Tru...	200.00	200.00	1,000.00
Deposit	05/16/08			Deposit			Washington Tru...	200.00	200.00	1,200.00
Deposit	06/05/08			Deposit			Washington Tru...	200.00	200.00	1,400.00
Deposit	06/19/08			Deposit			Washington Tru...	400.00	400.00	1,800.00
Deposit	08/07/08			Deposit			Washington Tru...	80.00	80.00	1,880.00
Deposit	08/07/08			Deposit			Washington Tru...	200.00	200.00	2,080.00
Deposit	08/29/08			Deposit			Washington Tru...	400.00	400.00	2,480.00
Deposit	09/06/08			Deposit			Washington Tru...	40.00	40.00	2,520.00
Deposit	09/23/08			Deposit			Washington Tru...	200.00	200.00	2,720.00
Deposit	10/08/08			Deposit			Washington Tru...	200.00	200.00	2,920.00
Deposit	12/31/08			Owens, Summ...			Washington Tru...	400.00	400.00	3,320.00
Deposit	11/05/08	D...		Poole, Church...			Washington Tru...	250.00	250.00	3,570.00
Total Chapel Weddings/Meetings									3,570.00	3,570.00
Total Rent									7,570.00	7,570.00
<b>TOTAL</b>									<b>7,570.00</b>	<b>7,570.00</b>



11/03/10

### Museum of North Idaho Transaction Detail by Account January through December 2007

Type	Date	Num	Name	Memo	Cl	Clr	Split	Original Amount	Paid Amount	Balance
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/16/07			Deposit			Washington Tru...	330.00	330.00	330.00
Deposit	02/06/07			Deposit			Washington Tru...	330.00	330.00	660.00
Deposit	03/01/07			Deposit			Washington Tru...	330.00	330.00	990.00
Deposit	04/06/07			Deposit			Washington Tru...	330.00	330.00	1,320.00
Deposit	05/12/07			Deposit			Washington Tru...	330.00	330.00	1,650.00
Deposit	06/02/07			Deposit			Washington Tru...	330.00	330.00	1,980.00
Deposit	07/07/07			Deposit			Washington Tru...	330.00	330.00	2,310.00
Deposit	08/11/07			Deposit			Washington Tru...	530.00	530.00	2,840.00
Deposit	09/15/07			Deposit			Washington Tru...	330.00	330.00	3,170.00
Deposit	10/06/07			Deposit			Washington Tru...	330.00	330.00	3,500.00
Deposit	11/04/07			Deposit			Washington Tru...	330.00	330.00	3,830.00
Deposit	12/08/07			Deposit			Washington Tru...	330.00	330.00	4,160.00
Total Chapel rent									4,160.00	4,160.00
<b>Chapel Weddings/Meetings</b>										
Deposit	02/06/07			Deposit			Washington Tru...	200.00	200.00	200.00
Deposit	03/01/07			Deposit			Washington Tru...	200.00	200.00	400.00
Deposit	03/24/07			Deposit			Washington Tru...	200.00	200.00	600.00
Deposit	04/06/07			Deposit			Washington Tru...	200.00	200.00	800.00
Deposit	04/13/07			Deposit			Washington Tru...	200.00	200.00	1,000.00
Deposit	06/02/07			Deposit			Washington Tru...	300.00	300.00	1,300.00
Deposit	06/12/07			Deposit			Washington Tru...	50.00	50.00	1,350.00
Deposit	06/30/07			Deposit			Washington Tru...	280.00	280.00	1,630.00
Deposit	07/14/07			Deposit			Washington Tru...	300.00	300.00	1,930.00
Deposit	08/02/07			Deposit			Washington Tru...	40.00	40.00	1,970.00
Deposit	08/25/07			Deposit			Washington Tru...	160.00	160.00	2,130.00
Deposit	09/01/07			Deposit			Washington Tru...	200.00	200.00	2,330.00
Deposit	09/15/07			Deposit			Washington Tru...	100.00	100.00	2,430.00
Deposit	09/22/07			Deposit			Washington Tru...	200.00	200.00	2,630.00
Deposit	10/13/07			Deposit			Washington Tru...	200.00	200.00	2,830.00
Deposit	10/15/07			Deposit			Washington Tru...	100.00	100.00	2,930.00
Deposit	10/27/07			Deposit			Washington Tru...	200.00	200.00	3,130.00
Deposit	11/04/07			Deposit			Washington Tru...	200.00	200.00	3,330.00
Deposit	11/17/07			Deposit			Washington Tru...	280.00	280.00	3,610.00
Deposit	12/01/07			Deposit			Washington Tru...	200.00	200.00	3,810.00
Deposit	12/28/07			Deposit			Washington Tru...	200.00	200.00	4,010.00
Total Chapel Weddings/Meetings									4,010.00	4,010.00
Total Rent									8,170.00	8,170.00
<b>TOTAL</b>									<b>8,170.00</b>	<b>8,170.00</b>

11/03/10

Museum of North Idaho  
**Transaction Detail by Account**  
 January through December 2006

Type	Date	N...	Name	Memo	Class	Clr	Split	Original Amount	Paid Amount	Balance
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/14/06			Deposit			Washington Tru...	330.00	330.00	330.00
Deposit	02/04/06			Deposit			Washington Tru...	330.00	330.00	660.00
Deposit	03/10/06			Deposit			Washington Tru...	330.00	330.00	990.00
Deposit	04/15/06			Deposit			Washington Tru...	330.00	330.00	1,320.00
Deposit	05/04/06			Deposit			Washington Tru...	330.00	330.00	1,650.00
Deposit	06/04/06			Deposit			Washington Tru...	330.00	330.00	1,980.00
Deposit	07/04/06			Deposit			Washington Tru...	330.00	330.00	2,310.00
Deposit	08/04/06			Deposit			Washington Tru...	330.00	330.00	2,640.00
Deposit	09/09/06			Deposit			Washington Tru...	330.00	330.00	2,970.00
Deposit	10/14/06			Deposit			Washington Tru...	330.00	330.00	3,300.00
Deposit	11/02/06			Deposit			Washington Tru...	330.00	330.00	3,630.00
Deposit	12/07/06			Deposit			Washington Tru...	330.00	330.00	3,960.00
Deposit	12/29/06			Mon. group 11/...			Washington Tru...	80.00	80.00	4,040.00
Total Chapel rent									4,040.00	4,040.00
<b>Chapel Weddings/Meetings</b>										
Deposit	02/04/06			Deposit			Washington Tru...	250.00	250.00	250.00
Deposit	02/25/06			Jan/Feb/Mar/Apr			Washington Tru...	80.00	80.00	330.00
Deposit	03/10/06			Deposit			Washington Tru...	200.00	200.00	530.00
Deposit	03/25/06			Deposit			Washington Tru...	400.00	400.00	930.00
Deposit	06/17/06			May/June			Washington Tru...	40.00	40.00	970.00
Deposit	06/30/06			Deposit			Washington Tru...	200.00	200.00	1,170.00
Deposit	07/15/06			Deposit			Washington Tru...	200.00	200.00	1,370.00
Deposit	08/12/06			Jul/Aug/Sept/Oct			Washington Tru...	80.00	80.00	1,450.00
Deposit	08/26/06			Deposit			Washington Tru...	200.00	200.00	1,650.00
Deposit	10/14/06			DeMorest			Washington Tru...	200.00	200.00	1,850.00
Deposit	12/21/06			Deposit			Washington Tru...	300.00	300.00	2,150.00
Deposit	12/29/06			Karl			Washington Tru...	200.00	200.00	2,350.00
Total Chapel Weddings/Meetings									2,350.00	2,350.00
Total Rent									6,390.00	6,390.00
<b>TOTAL</b>									<b>6,390.00</b>	<b>6,390.00</b>

11/03/10

**Museum of North Idaho**  
**Transaction Detail by Account**  
 January through December 2005

Type	Date	Num	Na	Memo	Cl	Clr	Split	Original Amount	Paid Amount	Balance
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/28/05			Deposit			Washington Tru...	330.00	330.00	330.00
Deposit	02/23/05			Deposit			Washington Tru...	330.00	330.00	660.00
Deposit	03/09/05			Deposit			Washington Tru...	330.00	330.00	990.00
Deposit	04/06/05			Deposit			Washington Tru...	330.00	330.00	1,320.00
Deposit	05/19/05			Deposit			Washington Tru...	330.00	330.00	1,650.00
Deposit	06/11/05			Deposit			Washington Tru...	335.00	335.00	1,985.00
Deposit	07/09/05			Deposit			Washington Tru...	330.00	330.00	2,315.00
Deposit	08/09/05			Deposit			Washington Tru...	330.00	330.00	2,645.00
Deposit	09/22/05			Deposit			Washington Tru...	330.00	330.00	2,975.00
Deposit	10/06/05			Deposit			Washington Tru...	330.00	330.00	3,305.00
Deposit	11/15/05			Deposit			Washington Tru...	330.00	330.00	3,635.00
Deposit	12/13/05			Deposit			Washington Tru...	330.00	330.00	3,965.00
Total Chapel rent									3,965.00	3,965.00
<b>Chapel Weddings/Meetings</b>										
Deposit	01/12/05			Deposit			Washington Tru...	100.00	100.00	100.00
Deposit	01/19/05			Deposit			Washington Tru...	80.00	80.00	180.00
Deposit	04/20/05			Deposit			Washington Tru...	50.00	50.00	230.00
Deposit	06/11/05			Deposit			Washington Tru...	187.00	187.00	417.00
Deposit	06/25/05			Deposit			Washington Tru...	80.00	80.00	497.00
Deposit	07/09/05			Deposit			Washington Tru...	250.00	250.00	747.00
Deposit	07/23/05			Deposit			Washington Tru...	200.00	200.00	947.00
Deposit	09/08/05			Deposit			Washington Tru...	200.00	200.00	1,147.00
Deposit	09/22/05			Deposit			Washington Tru...	40.00	40.00	1,187.00
Deposit	11/29/05			Deposit			Washington Tru...	40.00	40.00	1,227.00
Deposit	12/20/05			Deposit			Washington Tru...	200.00	200.00	1,427.00
Total Chapel Weddings/Meetings									1,427.00	1,427.00
Total Rent									5,392.00	5,392.00
<b>TOTAL</b>									<b>5,392.00</b>	<b>5,392.00</b>

11/03/10

## Museum of North Idaho Transaction Detail by Account January through December 2004

Type	Date	Num	Name	Memo	Class	Clr	Split	Original Amount	Paid Amount	Balance
<b>Donations</b>										
<b>Chapel</b>										
Deposit	01/02/04			Deposit				150.00	150.00	150.00
Deposit	03/31/04			CDA Rotary				500.00	500.00	650.00
Total Chapel									650.00	650.00
Total Donations									650.00	650.00
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/10/04			Deposit				74.55	74.55	74.55
Deposit	01/24/04			Deposit				75.00	75.00	149.55
Deposit	02/04/04			Deposit				330.00	330.00	479.55
Deposit	02/11/04			AA Jan-Mar				60.00	60.00	539.55
Deposit	03/03/04			Deposit				330.00	330.00	869.55
Deposit	03/31/04			AA=Ap/My/Jun				60.00	60.00	929.55
Deposit	04/07/04			Deposit				330.00	330.00	1,259.55
Deposit	05/12/04			Deposit				330.00	330.00	1,589.55
Deposit	06/19/04			Deposit				330.00	330.00	1,919.55
Deposit	06/19/04			AA July/Aug				40.00	40.00	1,959.55
Deposit	07/24/04			Deposit				330.00	330.00	2,289.55
Deposit	08/14/04			Deposit				330.00	330.00	2,619.55
Deposit	08/28/04			AA Sept/Oct				40.00	40.00	2,659.55
Deposit	10/15/04			Sept & Oct				660.00	660.00	3,319.55
Deposit	12/04/04			Deposit				330.00	330.00	3,649.55
Deposit	12/29/04			Deposit				330.00	330.00	3,979.55
Total Chapel rent									3,979.55	3,979.55
<b>Chapel Weddings/Meetings</b>										
Deposit	01/02/04			Deposit				100.00	100.00	100.00
Deposit	03/31/04			Deposit				200.00	200.00	300.00
Deposit	04/07/04			Deposit				200.00	200.00	500.00
Deposit	05/05/04			Deposit				200.00	200.00	700.00
Deposit	05/28/04			Deposit				400.00	400.00	1,100.00
Deposit	06/19/04			Deposit				50.00	50.00	1,150.00
Deposit	07/03/04			Deposit				200.00	200.00	1,350.00
Deposit	08/14/04			Deposit				225.00	225.00	1,575.00
Deposit	09/10/04			Deposit				200.00	200.00	1,775.00
Deposit	10/08/04			Deposit				250.00	250.00	2,025.00
Deposit	12/29/04			Deposit				40.00	40.00	2,065.00
Total Chapel Weddings/Meetings									2,065.00	2,065.00
Total Rent									6,044.55	6,044.55
<b>TOTAL</b>									<b>6,694.55</b>	<b>6,694.55</b>

#330 is AA daily group  
 #40 is evening AA group

Museum of North Idaho  
**Transaction Detail by Account**  
 All Transactions

11/03/10

2000-2003

Type	Date	Num	Name	Memo	Clas...	Clr	Split	Original Amou...	P	B
<b>Rent</b>										
<b>Chapel rent</b>										
Deposit	01/12/00						Washington T...	200.00	***	**
Deposit	02/11/00						Washington T...	355.00	***	**
Deposit	02/25/00						Washington T...	200.00	***	**
Deposit	03/03/00						Washington T...	370.00	***	**
Deposit	04/07/00						Washington T...	730.00	***	**
Deposit	05/05/00	Dep					Washington T...	330.00	***	**
Deposit	05/12/00		Washington Trust B...				Washington T...	200.00	***	**
Deposit	05/17/00		Washington Trust B...				Washington T...	40.00	***	**
Deposit	06/02/00						Washington T...	330.00	***	**
Deposit	06/09/00		Washington Trust B...				Washington T...	25.00	***	**
Deposit	07/07/00		Washington Trust B...				Washington T...	330.00	***	**
Deposit	07/12/00		Washington Trust B...				Washington T...	40.00	***	**
Deposit	07/28/00		Washington Trust B...				Washington T...	330.00	***	**
Deposit	09/01/00		Washington Trust B...				Washington T...	330.00	***	**
Deposit	09/08/00		Washington Trust B...				Washington T...	40.00	***	**
Deposit	10/06/00		Washington Trust B...				Washington T...	330.00	***	**
Deposit	11/10/00		Washington Trust B...				Washington T...	330.00	***	**
Deposit	11/17/00		Washington Trust B...				Washington T...	40.00	***	**
Deposit	12/01/00		Washington Trust B...				Washington T...	430.00	***	**
Deposit	12/15/00		Washington Trust B...				Washington T...	50.00	***	**
Deposit	01/05/01		Washington Trust B...				Washington T...	370.00	***	**
Deposit	02/09/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	03/02/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	03/16/01		Washington Trust B...				Washington T...	40.00	***	**
Deposit	03/30/01		Washington Trust B...	Deposit			Washington T...	200.00	***	**
Deposit	04/06/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	05/02/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	05/04/01		Washington Trust B...				Washington T...	40.00	***	**
Deposit	06/08/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	07/06/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	07/20/01		Washington Trust B...				Washington T...	40.00	***	**
Deposit	08/02/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	08/10/01		Washington Trust B...				Washington T...	50.00	***	**
Deposit	09/14/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	09/21/01		Washington Trust B...				Washington T...	40.00	***	**
Deposit	10/05/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	11/16/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	11/30/01		Washington Trust B...				Washington T...	40.00	***	**
Deposit	12/07/01		Washington Trust B...				Washington T...	330.00	***	**
Deposit	01/04/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	01/25/02		Washington Trust B...				Washington T...	40.00	***	**
Deposit	02/08/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	03/08/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	03/15/02		Washington Trust B...	Mar & Apr			Washington T...	40.00	***	**
Deposit	04/05/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	05/10/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	06/07/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	06/14/02		Washington Trust B...				Washington T...	40.00	***	**
Deposit	07/12/02		Washington Trust B...				Washington T...	330.00	***	**
Deposit	08/16/02			Deposit			Washington T...	330.00	***	**
Deposit	09/06/02			July-Oct			Washington T...	80.00	***	**
Deposit	09/13/02			Deposit			Washington T...	330.00	***	**
Deposit	10/11/02			Deposit			Washington T...	330.00	***	**
Deposit	11/08/02			Deposit			Washington T...	330.00	***	**
Deposit	11/08/02			Deposit			Washington T...	40.00	***	**
Deposit	12/13/02			Deposit			Washington T...	330.00	***	**
Deposit	01/10/03			Jan & Feb			Washington T...	40.00	***	**
Deposit	01/15/03			Deposit			Washington T...	330.00	***	**
Deposit	02/05/03			Deposit			Washington T...	330.00	***	**
Deposit	03/05/03			Deposit			Washington T...	330.00	***	**
Deposit	03/05/03			MondayGrp/...			Washington T...	40.00	***	**
Deposit	04/16/03			Deposit			Washington T...	330.00	***	**
Deposit	05/07/03			Deposit			Washington T...	40.00	***	**
Deposit	05/14/03			Deposit			Washington T...	330.00	***	**
Deposit	06/21/03			Deposit			Washington T...	330.00	***	**
Deposit	07/12/03			Deposit			Washington T...	40.00	***	**
Deposit	07/17/03			Deposit			Washington T...	330.00	***	**
Deposit	08/16/03			Deposit			Washington T...	330.00	***	**
Deposit	09/04/03			Deposit			Washington T...	40.00	***	**

11/03/10

## Museum of North Idaho Transaction Detail by Account All Transactions

Type	Date	Num	Name	Memo	Clas...	Clr	Split	Original Amou...	P	B
Deposit	09/11/03			Deposit			Washington T...	330.00	***	**
Deposit	10/09/03			Deposit			Washington T...	330.00	***	**
Deposit	10/23/03			Deposit			Washington T...	60.00	***	**
Deposit	11/06/03			Deposit			Washington T...	266.16	***	**
Deposit	11/20/03			Deposit			Washington T...	95.00	***	**
Deposit	12/06/03			Pro-rated			Washington T...	31.95	***	**
Deposit	01/10/04			Deposit			Washington T...	74.55	***	**
Deposit	01/24/04			Deposit			Washington T...	75.00	***	**
Deposit	02/04/04			Deposit			Washington T...	330.00	***	**
Deposit	03/03/04			Deposit			Washington T...	330.00	***	**
Deposit	04/07/04			Deposit			Washington T...	330.00	***	**
Deposit	04/07/04			Deposit			Washington T...	200.00	***	**
Deposit	05/12/04			Deposit			Washington T...	330.00	***	**
Deposit	06/19/04			Deposit			Washington T...	330.00	***	**
Deposit	07/24/04			Deposit			Washington T...	330.00	***	**
Deposit	08/14/04			Deposit			Washington T...	330.00	***	**
Total Chapel rent										*** **
Chapel Weddings/Meetings <i>weddings usually \$200</i>										
Deposit	01/28/00						Washington T...	100.00	***	**
Deposit	03/24/00						Washington T...	200.00	***	**
Deposit	03/31/00						Washington T...	200.00	***	**
Deposit	05/12/00		Washington Trust B...				Washington T...	400.00	***	**
Deposit	06/09/00		Washington Trust B...				Washington T...	200.00	***	**
Deposit	07/12/00		Washington Trust B...				Washington T...	150.00	***	**
Deposit	08/04/00		Washington Trust B...				Washington T...	75.00	***	**
Deposit	08/19/00		Washington Trust B...				Washington T...	50.00	***	**
Deposit	09/22/00		Washington Trust B...				Washington T...	200.00	***	**
Deposit	10/20/00		Washington Trust B...				Washington T...	50.00	***	**
Deposit	04/06/01		Washington Trust B...				Washington T...	50.00	***	**
Deposit	05/11/01		Washington Trust B...				Washington T...	200.00	***	**
Deposit	06/22/01		Washington Trust B...	\$1200 Suzan... <i>CJA chapel</i>			Washington T...	1,250.00	***	**
Deposit	08/03/01		Washington Trust B...				Washington T...	200.00	***	**
Deposit	11/09/01		Washington Trust B...				Washington T...	200.00	***	**
Deposit	11/16/01		Washington Trust B...				Washington T...	50.00	***	**
Deposit	12/21/01		Washington Trust B...				Washington T...	50.00	***	**
Deposit	04/19/02		Washington Trust B...				Washington T...	200.00	***	**
Deposit	06/14/02		Washington Trust B...				Washington T...	200.00	***	**
Deposit	08/09/02			Deposit			Washington T...	200.00	***	**
Deposit	08/30/02			Deposit			Washington T...	150.00	***	**
Deposit	10/04/02			Deposit			Washington T...	200.00	***	**
Deposit	12/13/02			Deposit			Washington T...	200.00	***	**
Deposit	02/19/03			Deposit			Washington T...	200.00	***	**
Deposit	02/26/03			Deposit			Washington T...	200.00	***	**
Deposit	03/19/03			Blessing			Washington T...	200.00	***	**
Deposit	04/16/03			Deposit			Washington T...	200.00	***	**
Deposit	04/23/03			Deposit			Washington T...	75.00	***	**
Deposit	05/21/03			Deposit			Washington T...	50.00	***	**
Deposit	06/21/03			Deposit			Washington T...	75.00	***	**
Deposit	08/16/03			Deposit			Washington T...	100.00	***	**
Deposit	09/11/03			Deposit			Washington T...	100.00	***	**
Deposit	10/02/03			Deposit			Washington T...	50.00	***	**
Deposit	10/30/03			Deposit			Washington T...	75.00	***	**
Deposit	11/26/03			Deposit			Washington T...	50.00	***	**
Deposit	12/19/03			Deposit			Washington T...	75.00	***	**
Deposit	01/02/04			Deposit			Washington T...	100.00	***	**
Deposit	02/11/04			Deposit			Washington T...	60.00	***	**
Deposit	03/31/04			AA			Washington T...	60.00	***	**
Deposit	03/31/04			Deposit			Washington T...	200.00	***	**
Deposit	05/05/04			Deposit			Washington T...	200.00	***	**
Deposit	05/28/04			Deposit			Washington T...	400.00	***	**
Deposit	06/19/04			Deposit			Washington T...	50.00	***	**
Deposit	06/19/04			Deposit			Washington T...	40.00	***	**
Deposit	07/03/04			Deposit			Washington T...	200.00	***	**
Deposit	08/14/04			Deposit			Washington T...	225.00	***	**
Total Chapel Weddings/Meetings										*** **
Total Rent										*** **

### Income Statement - detail

1/1/96 through 11/3/99

Date	...	Memo	Category	Clr	Amount
2/2/96	...	<i>Unity</i>	Chapel:Rent	✓	275.00
3/6/96	...		Chapel:Rent	✓	275.00
4/20/96	d..		Chapel:Rent	✓	275.00
7/16/96	...		Chapel:Rent	✓	825.00
8/3/96	...		Chapel:Rent	✓	275.00
9/13/96	...		Chapel:Rent	✓	275.00
11/2/96	...		Chapel:Rent	✓	275.00
12/14/96	...		Chapel:Rent	✓	550.00
1/10/97	...		Chapel:Rent	✓	275.00
2/21/97	...		Chapel:Rent	✓	275.00
3/21/97	...		Chapel:Rent	✓	275.00
4/18/97	...		Chapel:Rent	✓	275.00
5/16/97		Rent <i>daily AA for \$150</i>	Chapel:Rent	✓	150.00
6/6/97			Chapel:Rent	✓	150.00
6/27/97		Rent	Chapel:Rent	✓	75.00
7/3/97			Chapel:Rent	✓	150.00
8/15/97		\$50 Wedding	Chapel:Rent	✓	150.00
9/5/97			Chapel:Rent	✓	150.00
10/3/97			Chapel:Rent	✓	300.00
10/31/97		Baptist Ministries - Nov	Chapel:Rent	✓	150.00
11/7/97		Ft. Sherman group	Chapel:Rent	✓	150.00
12/5/97		baptist & Ft. Sherman grp	Chapel:Rent	✓	300.00
12/31/97		Rent Dec-Jan	Chapel:Rent	✓	40.00
1/9/98		Rent inc. \$50.heat	Chapel:Rent	✓	350.00
2/4/98			Chapel:Rent	✓	350.00
2/11/98			Chapel:Rent	✓	40.00
2/27/98			Chapel:Rent	✓	200.00
3/6/98			Chapel:Rent	✓	150.00
4/3/98			Chapel:Rent	✓	150.00
4/17/98			Chapel:Rent	✓	190.00
5/1/98			Chapel:Rent	✓	150.00
6/6/98			Chapel:Rent	✓	150.00
7/3/98			Chapel:Rent	✓	190.00
8/7/98			Chapel:Rent	✓	150.00
8/28/98			Chapel:Rent	✓	240.00
9/2/98		Ft. Sherman	Chapel:Rent	✓	150.00
9/9/98		Ft. Sherman	Chapel:Rent	✓	150.00
10/1/98			Chapel:Rent	✓	350.00
11/6/98		Mon meeting 40.00 Ft 150.00	Chapel:Rent	✓	190.00
11/13/98			Chapel:Rent	✓	200.00
12/4/98			Chapel:Rent	✓	150.00
1/8/99		Ft. Sherman	Chapel:Rent	✓	150.00

### Income Statement - detail

1/1/96 through 11/3/99

Date	...	Memo	Category	Clr	Amount
1/15/99			Chapel:Rent	✓	40.00
2/5/99		Ft. Sherman Group	Chapel:Rent	✓	150.00
2/12/99			Chapel:Rent	✓	200.00
2/19/99			Chapel:Rent	✓	40.00
3/5/99			Chapel:Rent	✓	150.00
4/2/99		Ft. Sherman Chapel	Chapel:Rent	✓	330.00
4/16/99			Chapel:Rent	✓	40.00
5/7/99			Chapel:Rent	✓	330.00
5/21/99			Chapel:Rent	✓	40.00
6/4/99			Chapel:Rent	✓	330.00
7/2/99			Chapel:Rent	✓	330.00
8/6/99			Chapel:Rent	✓	370.00
9/3/99			Chapel:Rent	✓	330.00
10/8/99		Ft. Sherman Group	Chapel:Rent	✓	330.00
10/15/99			Chapel:Rent	✓	20.00
Total 1/1/96 - 11/3/99					12,570.00
Total Inflows					12,570.00
Total Outflows					0.00
<b>Net Total</b>					<b>12,570.00</b>



### Income Statement - detail

1/1/96 through 11/3/99

Date	Account	Memo	Category	C / r	Amount
7/18/97	NSB REG		Chapel:Weddings	✓	50.00
8/15/97	NSB REG		Chapel:Weddings	✓	50.00
8/29/97	NSB REG		Chapel:Weddings	✓	225.00
5/29/98	NSB REG		Chapel:Weddings	✓	150.00
6/6/98	NSB REG		Chapel:Weddings	✓	150.00
6/19/98	NSB REG		Chapel:Weddings	✓	150.00
8/21/98	NSB REG		Chapel:Weddings	✓	150.00
9/2/98	NSB REG		Chapel:Weddings	✓	150.00
9/24/98	NSB REG		Chapel:Weddings	✓	150.00
10/9/98	NSB REG		Chapel:Weddings	✓	50.00
10/23/98	NSB REG		Chapel:Weddings	✓	50.00
10/30/98	NSB REG		Chapel:Weddings	✓	150.00
12/31/98	NSB REG		Chapel:Weddings	✓	150.00
2/12/99	NSB REG		Chapel:Weddings	✓	150.00
4/16/99	NSB REG		Chapel:Weddings	✓	150.00
4/23/99	NSB REG		Chapel:Weddings	✓	150.00
7/16/99	NSB REG		Chapel:Weddings	✓	150.00
8/18/99	NSB REG		Chapel:Weddings	✓	100.00
9/17/99	NSB REG		Chapel:Weddings	✓	75.00
10/8/99	NSB REG		Chapel:Weddings	✓	150.00
Total 1/1/96 - 11/3/99					2,550.00
Total Inflows					2,550.00
Total Outflows					0.00
<b>Net Total</b>					<b>2,550.00</b>



road land lease and other expenses. The County waives the property tax for the storage building and the Chapel.

We preserve the Fort Sherman Chapel with help of volunteers, donations and rental income from an AA group and weddings. The Coeur d'Alene Athletic Charitable Trust makes an annual donation. There are many unseen volunteers that come by the Chapel and lend a hand when needed. The community support is greatly appreciated.

### Volunteers

Fifty volunteers donated over 2,000 hours making possible the preservation, exhibition and interpretation of our region's history. Helen Naslund has been our volunteer Museum Store manager since 1990. Kathy Arneson and Simone Kincaid help Helen with the store. Dean Thie manages our website, Group Argia SA hosts our website and Randy Bates, CPA, prepares our tax returns. Longtime supporters and volunteers who passed away included Roger Hudson, Al Sorenson, Leigh LeGore, Jim Yates and Lee Fossum.

\* worked over 100 hours

Wyatt Armstrong	Lennie McLeod
*Kathy Arneson	*Helen Naslund
Randy Bates	Larry O'Leary
Fred Behrmann	Bill Pichette
Betty Boykin	*Joy Porter
Helen Branson	Art Randall
Peggy Cameron	Ken Roberge
Karen DeSeve	Jane Robertson
Mike Dolan	Barbara Rostad
Dana Dube	Doug Schedler
*Louisa Durkin	*Betty Schmehl
*Don Fabian	Rod Schobert
Dennis Griffith	Kent Setty
Bill Hjort,	John Shovic
Jean Hjort	Robert Singletary
Christen Rutland-Hopkins	Gene Soper
Geoff Howard	Larry Strobel
Holly Hubbard	Sharon Strobel
Gene Hyde	Dean Thie
Bev Hyde	Martha Vilandre
*Trish King	Cami Whitney
Marian Keating	*Dick Whitney
Warren Keating	Richard Walcott
Simone Kincaid	Craig Wise
Sandy McCoy	Genevieve Wolfe
Bob McLeod	Vi Zysk

### Finance

The Museum's income comes from a variety of sources. Kootenai County contributes \$15,000 annually. 2009 sponsors included Kootenai Electric, Coeur d'Alene Insurance, Handshake Productions, Rants Plumbing and Peterson Family Food, IGA.

#### Operating Income 2009

Admission	9,569.00
County	15,000.07
Donations	2,746.88
Gift Shop	12,097.70
Interest earned	15,440.69
Membership	16,265.00
Photo Sales	3,382.38
Program fees Banq	2,610.00
<b>Total Operating Inc</b>	<b>77,111.72</b>
<b>Total Operating Exp</b>	<b>(76,532.84)</b>
<b>Operating Inc/Exp</b>	<b>578.88</b>

#### Operating Expense 2009

Bank Fees	465.41
Gift Shop	5,319.38
Health Insurance	3,709.71
Insurance Mus. Bldg	830.50
Janitorial	480.00
Marketing	1,902.61
Payroll-DD	40,000.00
Contract Bookkeeper	1,760.00
Payroll taxes	3,984.66
Photo Sales Exp	1,069.88
Postage	1,569.62
Printing	2,721.23
Prof Dev-Travel	923.08
Repairs & Maint	1,680.24
Program Banquet	2,345.06
Program Exhibits	203.22
Security MNI	216.00
Supplies (Coll care)	786.04
Supplies (office)	856.51
Telephone	1,373.97
Utilities	4,335.72
<b>Total Operating Exp</b>	<b>76,532.84</b>

#### Special Funds

Building Fund	
2009 Beginning Bal	107,850.52
Donations	1,388.00
Trustee donations	2,575.00
Capital Expense	(10,020.00)
Fund Balance 12/31/09	121,833.52

#### Grants

ISHS grant	2,150.00
ISHS Speakers expenses	(1,900.00)
2007 USBank NA grant exp	(630.00)

#### Book Fund

2009 Beginning bal	116,866.76
Net book Inc/Exp	5,555.29

Fund Bal 12/31/09	122,422.05
Income	
Book Sales	34,948.61
Postage	1,302.35
Total year income	36,250.96

#### Book Expenses

Misc	(148.75)
IE (13,622.52)	
WMWB	(2,358.45)
MRWE	(380.00)
IATW	(10,717.02)
Postage/shipping	(2,406.76)
Marketing	(996.18)
Pay Pal fees	(65.99)
Total year expenses	(30,695.67)

#### Collections Fund

2009 Beginning Bal	18,159.00
Fund Balance 12/31/09	18,159.00

#### Storage Building Fund

2009 Beginning Bal	19,327.14
Net inc/exp	(1,936.24)
Fund Balance 12/31/09	17,390.90
Total year income rent	15,400.00

#### Storage Building Expenses

Property Taxes	(16.00)
RR Lease	(16,550.04)
Security	(216.00)
Insurance	(538.50)
Maintenance	(15.70)
Total year expenses	(17,336.24)

#### Chapel Fund

2009 Beginning Bal	17,356.00
Net inc/exp	6,356.72
Fund Balance 12/31/09	23,712.72
Income	
Rent	5,215.00
Wedding/Events	5,100.00
Total year income	10,315.00
Expenses	
Utilities	(3,009.28)
Lawn Care	(125.00)
Chapel Insurance	(824.00)
Total year expenses	(3,958.28)

#### Endowment Fund

2009 Beginning Bal	79,120.95
Total year donations	2,630.00
Fund Bal 12/31/09	81,750.95

All Fund Balances	385,269.14
Total Income	147,820.68
Total Expenses	(141,073.03)

#### Funds on Hand

CDs	400,000.00
Money Market	24,972.35
WT Bank Checking	12,575.66
<b>Total</b>	<b>437,548.01</b>

## Museum of North Idaho Volunteers

## 2008 Financial Report

Wyatt Armstrong	Leah May
Kathy Arneson	Annie McCloskey
Jackie Beery	Ron McCoy
Fred Behrman	Sandy McCoy
Pat Bell	Bob McLeod
Betty Boykin	Lennie McLeod
Helen Branson	Patricia McPhee
*Peggy Cameron	*Helen Naslund
Karen DeSeve	*Larry O'Leary
Mike Dolan	*Joy Porter
Grace Doyle	Gwen Pratt
Dana Dube	Art Randall
*Louisa Durkin	Ken Roberge
*Don Fabian	Vickie Roberge
Tom Flanagan	Doug Schedler
Rocky Gibbs	*Betty Schmehl
Dennis Griffith	Rod Schobert
Bill Hjort	Kent Setty
Jean Hjort	John Shovic
Christen Hopkins	Elizabeth Sibulsky
Geoff Howard	Robert Singletary
Roger Hudson	Gene Soper
Gene Hyde	Laura Steigers
Bev Hyde	Larry Strobel
Ray Johnson	Sharon Strobel
*Trisa Ann King	Andrew Swanland
Marian Keating	Stacey Williams
Warren Keating	Craig Wise
Simone Kincaid	*Genevieve Wolfe
Leigh LeGore	Krista Worley
Steve Listaman	Vi Zysk

\*Contributing over 100 hours

### Finance

The Museum is in good financial shape with income coming from a variety of sources. 2008 Community Sponsors were US Bank, Specialty Tree Services, Spokane Teachers Credit Union (stcu), Mountain West Bank, RDI Heating & Cooling, Panhandle State Bank and Empire Airlines. We received two Idaho State Historical Society Community Enhancement Grants. One for \$2,000 for a Native American exhibit, a touch screen computer for the exhibit and photo mounting and another for \$1,350 to fund the NIC/MNI historic lectures in 2008-09 and \$1,000 for a transparency scanner and the PastPerfect conversion process which will be completed in 2009. We also received an Idaho Humanities Council grant for \$1,825 for Gary Eller to collect songs written about North Idaho. Kootenai County continues to contribute \$15,000 annually.

Operating Income		Operating Expenses	
Admission	10,115.50	Credit Card Process	354.93
County	15,000.00	Gift Shop	9,946.35
Donations	6,037.82	Health Insurance	3,656.10
Gift Shop	13,893.05	Insurance Mus. Bldg	483.00
Interest earned	13,781.51	Janitorial	495.00
Membership	18,393.00	Marketing	1,587.97
Photo Sales	4,579.10	Payroll-DD	40,000.00
Program fees Banq	<u>3,480.00</u>	Bookkeeper	1,600.52
Total Operating Inc	85,279.98	Payroll Taxes	4,477.16
Total Operating Exp	<u>81,507.77</u>	Photo Sales Exp	2,444.15
Operating Inc/Exp	<b>3,772.21</b>	Postage	1,816.23
		Printing	2,890.18
		Prof Dev-Travel	635.00
		Repairs & Maint	515.46
		Program Banquet	3,485.19
		Program Exhibits	203.50
		Security MNI	216.00
		Supplies (Coll care)	368.45
		Supplies (office)	715.45
		Telephone	1,422.47
		Utilities	<u>4,194.66</u>
		Total Operating Exp	81,507.77

### Funds on Hand

CDs	377,264.43
Money Market	13,541.57
Checking	<u>43,181.61</u>
Total	<b>433,987.61</b>
Total Income	155,038.74
Total Expenses	125,053.58

### Special Funds

Building Fund	Storage Building Fund		
08 Beginning Bal	111,135.02	2008 Beginning Bal	17,984.14
Donations	1,345.00	Net inc/exp	1,343.00
Trustee donations	2,210.50	<b>Fund Bal 12/31/08</b>	<b>19,327.14</b>
<b>Fund Bal 12/31/08</b>	<b>107,850.52</b>	<b>Income</b>	
Expenses	(6,840.00)	Total year rent	18,200.00
		<b>Expenses</b>	
		Property Taxes	(16.00)
		RR Lease	(16,068.00)
		Security	(216.00)
		Insurance	<u>(557.00)</u>
		Total year expenses	(16,857.00)
		<b>Chapel Fund</b>	
		08 Beginning Bal	13,476.75
		Net inc/exp	3,879.25
		<b>Fund Bal 12/31/08</b>	<b>17,356.00</b>
		<b>Income</b>	
		Rent	4,000.00
		Wedding/Events	3,570.00
		Total year income	7,570.00
		<b>Expenses</b>	
		Utilities	(2,833.97)
		Lawn Care	(39.78)
		Chapel Insurance	(817.00)
		Total year expenses	(3,690.75)
		<b>Endowment Fund</b>	
		08 Beginning Bal	76,015.95
		Total year donations	3,105.00
		<b>Fund Bal 12/31/08</b>	<b>79,120.95</b>
		Total Fund Balances	358,680.37
		<b>Collections Fund</b>	
		08 Beginning Bal	18,159.00
		<b>Fund Bal 12/31/08</b>	<b>18,159.00</b>

Fifty-eight volunteers donated over 1700 hours making possible the preservation, exhibition and interpretation of our region's history in 2007. Helen Naslund has donated her time as Museum Store manager since 1990. Kathy Arneson helped Helen with the store. Dean Thie manages our website and Randy Bates, CPA, prepares our tax returns.

USA, Spokane Teachers Credit Union stcu, Northwest Museum of Art and Culture, Northwest Medical Recruiters and Avista. We began a Community Partners program late in the year with Mountain West Bank being the first to donate for 2008.

### Museum of North Idaho Volunteers

Kathy Arneson	Angie Beachan
Jackie Beery	Fred Behrman
Pat Bell	*Betty Boykin
Ann Burgeson	Karen DeSeve
Mike Dolan	Grace Doyle
*Dana Dube	*Louisa Durkin
*Don Fabian	Robert Faulkner
Tom Flanagan	Karen Garcia
*Rocky Gibbs	Ron Goltz
Hattie Gottschalk	Roger Hudson
Gene Hyde	Bev Hyde
Ray Johnson	Warren Keating
Marian Keating	*Simone Kincaid
Delores Luttrupp	Bob McLeod
Lennie McLeod	Ron McCoy
Annie McCloskey	Sandy McCoy
*Helen Naslund	Paul Petty
*Joy Porter	Art Randall
Ken Roberge	Vickie Roberge
Ann Sandstrom	Betty Schmehl
Kevin Schultz	Rod Schobert
Kent Setty	Darlene Sheldon
Robert Singletary	John Shovic
J.P. Stravens	Jon Standley
Larry Strobel	Sharon Strobel
Andrew Swanland	Wayne Sweney
Martha Vilandre	Leslie Wilde
Mary Warren	*Genevieve Wolfe
Dave Ziegler	Vi Zysk

\*Contributing over 100 hours

#### Finance

The Museum is in good financial shape. Income comes from a variety of sources. In 2006 with received a large donation from the John Harrison estate and in 2007 an additional \$8,192 came in to settle the estate. In 2007 sponsors contributing \$500 were Specialty Tree Services, Coeur d'Alene Pediatrics, Yellow Book

### 2007 Financial Report

Operating Income		Operating Expense	
Admission	7,728.00	Bank Fees	4.95
County	15,000.00	Gift Shop	4,872.92
Donations	12,301.18	Health Insurance	3,068.16
Gift Shop	10,506.19	Insurance Mus. Bldg	771.00
Interest earned	11,099.78	Janitorial	607.50
Membership	18,450.00	Marketing	3,290.36
Photo Sales	3,991.91	Payroll-DD	37,000.00
Program fees Banq	<u>3,825.00</u>	Payroll-Bookkeeper	1,577.50
Total Operating Inc	83,402.51	Payroll taxes	3,268.33
Total Operating Exp	(76,730.86)	Photo Sales Exp	1,214.98
Operating Inc/Exp	6,671.65	Postage	1,714.71
		Printing	3,064.02
Funds on Hand		Prof Dev-Travel	570.00
CDs	254,937.50	Repairs & Maint	586.65
Money Market	79,495.20	Program Banquet	3,650.24
Checking	<u>\$69,286.56</u>	Program Exhibits	546.33
Total	<u>403,719.26</u>	Security MNI	216.00
		Supplies (Coll care)	3,001.50
Total Income	189,249.90	Supplies (office)	2,143.41
Total Expenses	(138,575.95)	Telephone	1,301.03
		Utilities	<u>4,142.95</u>
		Total Operating Exp	76,730.86
<b>Building Fund</b>			
2007 Beginning Bal	109,980.02		
Donations	1,155.00		
Fund Bal 12/31/07	111,135.02		
<b>Book Fund</b>			
2007 Beginning Bal	54,296.15		
Net book Inc/Exp	38,789.91		
Fund Bal 12/31/07	93,086.06		
<b>Income</b>			
DOT & RLT grants	10,800.00	Property Taxes	(16.00)
Book Sales	67,485.64	RR Lease	(15,600.00)
Postage	2,953.24	Security	(216.00)
Total year income	80,438.88	Insurance	(488.00)
<b>Expenses</b>			
RLT	(11,395.03)	Total year expenses	(16,320.00)
Earp/ EleRR(royalty)	(1,500.00)		
Ele RR editing	(500.00)		
MRWE	(22,605.72)		
bk neg storage	(50.00)		
Postage/shipping	(4,959.66)		
Marketing	(638.54)		
Total year expenses	(41,648.95)		
<b>Collections Fund</b>			
Fund Bal 12/31/07	18,159.00		
<b>Endowment Fund</b>			
2007 Beginning Bal	75,165.95		
Total year donations	850.00		
Fund Bal 12/31/07	76,015.95		
<b>Chapel Fund</b>			
2007 Beginning Bal	8,522.21		
Net inc/exp	4,954.54		
Fund Bal 12/31/07	13,476.75		
<b>Income</b>			
Donations	350.00		
Rent	4,160.00		
Wedding/Events	4,010.00		
Total year income	8,520.00		
<b>Expenses</b>			
Utilities	(2,595.24)		
Repairs	(4.22)		
Lawn Care	(176.00)		
Chapel Insurance	(790.00)		
Total year expenses	(3,565.46)		
Total Fund Balances 329,856.92			

Dorothy attended the American Association for State and Local History conference in Phoenix in Sept. which included a day-long strategic planning workshop. The Kootenai County Preservation Commission funded Dorothy's attendance at the National Alliance of Preservation Commissions meeting in Baltimore in July. She also attended the Western Museum Association's joint meeting with the Idaho Association of Museums in Boise in the fall where she was elected as a member at large for the IAM.

Since May 2002 Susan Taylor has worked as our part-time paid bookkeeper.

Fifty-five volunteers donated over 2,440 hours making possible the preservation, exhibition and interpretation of our region's history in 2006. Helen Naslund has donated her time as Museum Store manager since 1990. Dean Thie manages our website and Randy Bates, CPA, prepares our tax returns. Pauline Irvine who volunteered for 10 years contributing over 200 hours a year passed away in 2006. We also lost Ralph Weeks, a long-time supporter and past board member.

### Museum of North Idaho Volunteers

Kathy Arneson	Angie Beachan
Jackie Beery	Fred Behrman
*Betty Boykin	Karen DeSeve
Mike Dolan	Grace Doyle
*Dana Dube	*Louisa Durkin
*Don Fabian	Tom Flanagan
Lisi Frum	Ron Goltz
*Hattie Gottschalk	John Hamaker
*Alice Harwood	Shirley Hawthorne
Roger Hudson	Gene Hyde
Bev Hyde	Pauline Irvine
Ray Johnson	Warren Keating
Marian Keating	*Simone Kincaid
Delores Luttrupp	Bob McLeod
Lennie McLeod	Ron McCoy
Sandy McCoy	Sean McPherson
*Helen Naslund	Maxine Nelson
Jean Piske	*Joy Porter
Art Randall	Ashley Renee Roberts
Ken Roberge	Vickie Roberge
Ann Sandstrom	Betty Schmehl
Kevin Schultz	Kent Setty
Darlene Sheldon	Robert Singletary
John Shovic	J.P. Stravens
Larry Strobel	Sharon Strobel
Martha Vilandre	Leslie Wilde
*Genevieve Wolfe	Judy Wolter
Vi Zysk	*Contributing over 100 hours

### Finance

The Museum is good financial shape. Income comes from a variety of sources. In 2006 sponsors contributing \$500 were Centennial Distributing, Washington Trust Bank, Riverstone and Cozzer Ranch Golf & Lake Club. Two estate donations, one for \$105,000 from John Har-

ison was dedicated to the building fund and one for \$10,000 from Gertrude Schuemaker with \$5,000 going to the endowment and \$5,000 to hire Kathy Arneson to write a marketing plan in 2007. Stan Johnson, Tim Haakenson, Helen Yuditsky and the Swallow Family contributed \$3,500 for new computer equipment and Stan Johnson donated a laptop.

### 2006 Financial Report

Operating Income		Operating Expenses	
Admission	7,261.50	Bank fees	225.00
County	15,000.00	Gift Shop	4,784.55
Donations	11,825.35	Health Insurance	2,673.06
Gift Shop	9,559.33	Insurance Mus. Bldg	735.50
Interest earned	14,654.20	Janitorial	477.00
Membership	16,760.00	Marketing	854.05
Photo Sales	3,657.67	Payroll	35,362.00
Program fees Banq	2,940.00	Payroll taxes	3,151.61
Total Operating Inc	81,658.05	Photos for resale	1,415.91
Total Operating Exp (70,989.91)		Postage	2,394.90
Operating Inc/Exp	10,922.01	Printing	3,402.34
		Prof Dev-Travel	2,038.53
<b>Funds on Hand</b>		Repairs & Maint	17.91
Smith Barney	323,225.10	Program Banquet	2,377.07
Money Market	23,697.15	Program Exhibits	381.14
WT Bank Checking	18,576.56	Security MNI	216.00
<b>Total</b>	<b>365,498.81</b>	Supplies (Coll care)	665.47
		Supplies (office)	4,700.81
Reserve \$58,285.58		Telephone	1,273.59
Total Income	239,277.80	Utilities	3,843.47
Total Expenses (116,352.24)		<b>Operating Exp</b>	<b>70,989.91</b>

### Special Funds

Special Funds		Special Funds continued	
<b>Building Fund</b>		<b>Storage Building Fund</b>	
2006 Beginning Bal	4,444.02	2006 Beginning Bal	15,894.00
Donations	105,536.00	Net inc/exp	2,210.14
<b>Fund Bal 12/31/06</b>	<b>109,980.02</b>	<b>Fund Bal 12/31/06</b>	<b>18,104.14</b>
<b>Grants</b>		Total year rent	16,900.00
DT Fund Bal 12/31/06	800.00	Property Taxes	(282.68)
		RR Lease	(13,738.68)
<b>Book Fund</b>		Security	(216.00)
2006 Beginning bal	54,487.25	Insurance	(452.50)
Net book Inc/Exp	(191.10)	Total year expenses(14,689.86)	
<b>Fund Bal 12/31/06</b>	<b>54,296.15</b>		
<b>Income</b>		<b>Chapel Fund</b>	
Book Sales	21,075.98	2006 Beginning Bal	10,643.70
Postage	647.77	Net inc/exp	(2,121.49)
Total year income	21,723.75	<b>Fund Bal 12/31/06</b>	<b>8,522.21</b>
<b>Expenses</b>		Donations	500.00
Driving Tour	(10.75)	Rent	4,040.00
Id Min (royalty)	(500.00)	Weddings/Events	2,350.00
Bk neg storage	(120.00)	Total year income	6,890.00
MRWE	(19,921.50)	<b>Expenses</b>	
Postage/shipping	(1,186.57)	Utilities	(2,098.79)
Marketing	(173.45)	Repairs	(5,864.70)
Pay Pal	(2.58)	Lawn Care	(284.00)
Total year expenses (21,914.85)		Chapel Insurance	(764.00)
		Total year expenses (9,011.49)	
<b>Collections Fund</b>		<b>Endowment Fund</b>	
<b>Fund Bal 12/31/06</b>	<b>18,159.00</b>	2006 Beginning Bal	68,595.95
		Total year donations	6,570.00
		<b>Fund Bal 12/31/06</b>	<b>75,165.95</b>

Donations, volunteers and rental income from an AA group and weddings allows us to preserve the Fort Sherman Chapel. The Coeur d'Alene Athletic Charitable Trust makes an annual donation and many volunteers contribute to the upkeep of the grounds and building. Stimson Lumber kiln-dried 12" x 2" cedar boards and Kent Setty planed and installed them on the Chapel. Dana Dube also did exterior repairs in preparation for painting. Sherwin Williams discounted paint and volunteers painted the floor.

#### Facility Planning

With the design of the new museum building completed the Board and committee members Rob Spafford, Robert Singletary, Ray Kolts, Bev Lingle and Dorothy Dahlgren began gathering data and planning for the next step in preparing for the capital campaign.

#### Staff

We operate with the help of many volunteers and one professional staff, Director Dorothy Dahlgren, who has been with the Museum since 1982. She serves on the Kootenai County Historic Preservation Commission and reviews grants for the northern region of Idaho Heritage Trust. She attended the American Association for State and Local History conference in Pittsburgh, Pennsylvania. Since May 2002 Susan Taylor has worked as our part-time paid bookkeeper.

The preservation, exhibition and interpretation of our region's history was made possible in 2005 by the help of thirty-seven volunteers donating over 2,400 hours. Helen Naslund has donated her time as Museum Store manager since 1990. Dean Thie manages our website and Randy Bates, CPA, prepares our tax returns.

#### Museum of North Idaho Volunteers

*Betty Boykin	Ron McCoy
Nancy Decker	Sandy McCoy
*Karen DeSeve	**Helen Naslund
*James Dickinson	Maxine Nelson
Mike Dolan	Jean Piske
Grace Doyle	*Joy Porter
Dana Dube	Art Randall
*Louisa Durkin	Ann Sandstrom
**Don Fabian	Doug Schedler
*Hattie Gottschalk	Betty Schmehl
John Hamaker	Kent Setty
*Alice Harwood	Darlene Sheldon
Roger Hudson	Don Shriner
Gene Hyde	Larry Strobel
Bev Hyde	Sharon Strobel
**Pauline Irvine	Martha Vilandre
Warren Keating	Leslie Wilde
Marian Keating	*Genevieve Wolfe
Cindy Kirkley	Vi Zysk
Bob McLeod	

\*Contributing over 100 hours and \*\* over 200 hours

#### Finance

The Museum is in good financial condition receiving income from a variety of sources. In 2005 we had a surplus because Pauline Adams donated \$5,000 and we received \$7,000 more from Kootenai County to make up for a missed payment from the previous year after our grant was raised from \$11,500 to \$15,000 annually.

#### 2005 Financial Report

Operating Income		Operating Expense	
Admission	8,224.00	Gift Shop	4,107.22
County	18,500.00	Health Insurance	2,504.70
Donations/IHC grant	12,303.84	Insurance Mus Bldg	735.50
Gift Shop	9,789.07	Janitorial	577.50
Interest earned	6092.29	Marketing	1,374.10
Membership	16,440.00	Payroll	34,109.03
Photo Sales	1,775.42	Payroll taxes	3,031.50
Prog. fees Banquet	<u>2,880.00</u>	Photo resale Exp	695.64
<b>Total Operating Inc</b>	<b>76,004.62</b>	Postage	2,187.62
<b>Total Operating Exp</b>	<b>(64,411.82)</b>	Printing	3,088.63
<b>Operating Inc/Exp</b>	<b>11,592.80</b>	Prof Dev-Travel	1,602.49
Total Inc all funds	131,824.76	Repairs & Maint	477.91
Total Exp all funds	<u>101,305.77</u>	Program/Banquet	2,290.03
	30,518.99	Program Exhibits	339.55
		Security Mus	216.00
		Supplies (artifact care)	867.10
		Supplies (office)	613.74
		Telephone	1,246.81
		Utilities	<u>3,596.75</u>
		<b>Total Operating Exp</b>	<b>64,411.82</b>

#### Funds on Hand

A.G. Edwards	197,874.19
Money Market	5,353.26
WT Bank Checking	<u>17,062.81</u>
Total	220,290.26

#### Special Funds

<b>Building Fund</b>		<b>Storage Bdg Fund</b>	
2005 Beginning Bal	3,974.02	2005 Beginning Bal	15,617.98
Donations	470.00	Net inc/exp	276.02
<b>Fund Bal 12/31/05</b>	<b>4,444.02</b>	<b>Fund bal 12/31/05</b>	<b>15,894.00</b>
		Storage Bdg rent Inc	14,748.36
		Property Taxes	(465.34)
<b>Grants</b>		Railroad Lease	(13,338.50)
Driving Tour		Security	(216.00)
<b>Fund bal 12/31/05</b>	<b>800.00</b>	Insurance	(452.50)
		<b>Total year expenses</b>	<b>(14,472.34)</b>
<b>Book Fund</b>		<b>Chapel Fund</b>	
2005 Beginning bal	37,175.65	2005 Beginning Bal	10,643.70
Net book Inc/Exp	17,311.60	Net inc/exp	(166.43)
<b>Fund Bal 12/31/05</b>	<b>54,487.25</b>	<b>Fund Bal 12/31/05</b>	<b>10,477.27</b>
Income		Donations	250.00
Book Sales	33,234.69	Rent	3,715.00
Postage	690.09	Wedding/Events	1,677.00
<b>Total year income</b>	<b>33,924.78</b>	<b>Total year income</b>	<b>5,642.00</b>
Expenses		Expenses	
Driving Tour	(5.19)	Utilities	(2,171.57)
Idaho Minerals	(1,000.00)	Repairs	(2,747.86)
Lookout Cookbook	(12,694.15)	Lawn Care	(107.00)
Mil. Rd. Western Ext	(284.95)	Chapel Insurance	(782.00)
White Pine Rt (royalty)	(500.00)	<b>Total year expenses</b>	<b>(5,808.43)</b>
Postage	(1,429.47)		
Marketing	(698.04)	<b>Endowment Fund</b>	
Pay Pal	(1.38)	2005 Beginning Bal	67,560.95
<b>Total year expenses</b>	<b>(16,613.18)</b>	Donations	1,035.00
<b>Collections Fund</b>		<b>Fund Bal 12/31/05</b>	<b>68,595.95</b>
<b>Fund Bal 12/31/04</b>	<b>18,159.00</b>	<b>Total Fund Balances</b>	<b>172,857.49</b>

Dube began exterior repairs. Panhandle Roofing removed the pine needles and moss from the roof.

### Facility Planning

Building Committee members Robert Singletary, Rob Spafford, Dan Yake, Ray Kolts and Dorothy Dahlgren continued to work on planning a new facility with the Spokane architectural firm of Madsen, Mitchell, Evenson & Conrad and the City of Coeur d'Alene. We worked with Coeur d'Alene city committees to select a city-owned site for the new museum. The City Council moved to give the Museum a 7-year option to build on the property between Memorial Field and NW Blvd.

### Staff

We operate with the help of many volunteers and one professional staff, Director Dorothy Dahlgren, who has been with the Museum since 1982. She serves on the Kootenai County Historic Preservation Commission and reviews grants for the northern region of Idaho Heritage Trust. Her continuing education included attending the Idaho Association of Museums meeting in Lewiston and making a presentation about *Marketing your Museum with Little or No Money*. She also attended the American Association for State and Local History conference in St. Louis, Mo.

Susan Taylor has worked as our part-time paid bookkeeper since May 2002.

The preservation, exhibition and interpretation of our region's history is made possible by the help of many volunteers and community support. Thirty-six volunteers donated over 2,440 hours to the Museum in 2004. Volunteer Helen Naslund has donated her time as Museum Store manager since 1990. Randy Bates, CPA, has prepared our tax returns for the last several years.

\*Contributing over 100 hours and \*\* over 200 hours

*Betty Boykin	Betty McLain
Nancy Decker	Bob McLeod
**Karen DeSeve	Ron McCoy,
Mike Dolan	Sandy McCoy
*Grace Doyle	**Helen Naslund
Dana Dube	Maxine Nelson
*Louisa Durkin	*Joy Porter
*Don Fabian	Art Randall
Hattie Gottschalk	Ann Sandstron
John Hamaker	Doug Schedler
**Alice Harwood	Darlene Sheldon
Roger Hudson	Ed Springer
Gene Hyde	Larry Strobel
Bev Hyde	Sharon Strobel
**Pauline Irvine	Gloria Vachon
Warren Keating	Leslie Wilde
Marian Keating	Genevieve Wolfe
Amanda Kwiecien	*Vi Zysk

### Finance

The Museum receives its operating income from a variety of sources including Kootenai County's annual support of \$11,500, memberships, interest, museum store and admissions. The endowment fund grew by \$2,000 from memorial donations in 2004.

### 2004 Financial Report

<b>Operating Income</b>		<b>Operating Expense</b>	
Admission	8,528.00	Bank Service Charge	12.51
County	11,500.00	Gift Shop	7,323.37
Donations	1,769.70	Health Insurance	2,248.20
Gift Shop	12,719.65	Insurance Mus Bldg	701.00
Interest earned	8,878.75	Janitorial	540.00
Membership	15,017.00	Marketing	806.98
Photo Sales	2,868.41	Payroll	32,882.00
Prog. fees Banquet	<u>2,610.00</u>	Payroll taxes	2,864.89
<b>Total Operating Inc</b>	<b>63,891.51</b>	Photo resale Exp	1,256.94
<b>Total Operating Exp</b>	<b>(62,797.63)</b>	Postage	1,672.23
<b>Operating Inc/Exp</b>	<b>1,093.88</b>	Printing	1,856.90
		Prof Dev-Travel	1,509.43
		Repairs & Maint	85.19
Total Inc all funds	127,434.18	Program/Banquet	2,439.74
Total Exp.all funds	<u>116,253.47</u>	Program Exhibits	404.89
	11,180.71	Security Mus	216.00
<b>Funds on Hand</b>		Supplies (artifact care)	488.81
A.G. Edwards	15,262.68	Supplies (office)	1,005.31
Money Market	147,685.39	Telephone	1,547.32
WT Bank Checking	<u>28,899.54</u>	Utilities	<u>2,999.92</u>
Total	191,847.61	<b>Total Operating Exp</b>	<b>62,861.63</b>
		<b>Special Funds</b>	
<b>Building Fund</b>		<b>Storage Bdg Fund</b>	
2004 Beginning Bal	12,804.02	2004 Beginning Bal	16,607.78
<b>Fund Bal 12/31/04</b>	<b>17,320.06</b>	Net inc/exp	(989.80)
Donations	365.00	<b>Fund bal 12/31/04</b>	<b>15,617.98</b>
Architect	(9,300.00)	Storage Bdg rent Inc	13,400.00
<b>Grants</b>		Property Taxes	(455.80)
Driving Tour		RR Lease	(12,950.00)
<b>Fund bal 12/31/04</b>	<b>800.00</b>	Security	(216.00)
		Insurance	(418.00)
<b>Book Fund</b>		Repairs	(350.00)
2004 Beginning bal	19,114.59	<b>Total year expenses</b>	<b>(14,389.80)</b>
Net book Inc/Exp	18,061.06	<b>Chapel Fund</b>	
<b>Fund Bal 12/31/04</b>	<b>37,175.65</b>	2004 Beginning Bal	10,628.13
Income		Net inc/exp	(15.57)
Book Sales	39,647.02	<b>Fund Bal 12/31/03</b>	<b>10,643.70</b>
Postage	1,436.10	Donations	650.00
<b>Total year income</b>	<b>41,083.12</b>	Rent	3,979.55
Expenses		Wedding/Events	2,065.00
Driving Tour	(10.25)	<b>Total year income</b>	<b>6,694.55</b>
Idaho Minerals	(14,958.84)	Expenses	
Lookout Cookbook	(1,863.33)	Utilities	(2,040.31)
MRI revised (royalty)	(1,500.00)	Repairs	(3,958.64)
WPR (royalty)	(1,500.00)	Lawn Care	(37.03)
Postage	(2,959.76)	Chapel Insurance	(643.00)
Marketing	(224.55)	<b>Total year expenses</b>	<b>(6,678.98)</b>
Pay Pal	(1.00)	<b>Endowment Fund</b>	
<b>Total year expenses</b>	<b>(23,022.06)</b>	2004 Beginning Bal	65,560.95
<b>Collections Fund</b>		Donations	2,000.00
<b>Fund Bal 12/31/04</b>	<b>18,159.00</b>	<b>Fund Bal 12/31/04</b>	<b>67,560.95</b>

continued to work on planning a new facility with the Spokane architectural firm of Madsen, Mitchell, Evenson & Conrad and the City of Coeur d'Alene.

### Staff

We operate with the help of many volunteers and one professional staff, Director Dorothy Dahlgren, who has been with the Museum since 1982. She serves on the Kootenai County Historic Preservation Commission and reviews grants for the northern region of Idaho Heritage Trust. Her continuing education included the American Association of Museums conference in Portland, Oregon. Susan Taylor has worked as our part-time bookkeeper since May 2002.

Thirty-eight volunteers donated over 2,270 hours to the Museum in 2003. Volunteer Helen Naslund has donated her time as Museum Store manager since 1990. Randy Bates, CPA has prepared our tax returns for the last several years. The preservation, exhibition and interpretation of our region's history is made possible by the help of our volunteers and community support.

\*Contributing over 100 hours and \*\* over 200 hours

**Betty Boykin	Betty McLain
Ann Burgeson	McCoy, Ron
Nancy Decker	McCoy, Sandy
Karen DeSeve	**Helen Naslund
Mike Dolan	Maxine Nelson
*Grace Doyle	*Joy Porter
Stan Drennan	Art Randall
Steve Dryden	Ann Sandstron
*Louisa Durkin	Doug Schedler
**Don Fabian	Darlene Sheldon
*Alice Harwood	Connie Singletary
Roger Hudson	May Singleton
Ann Hunter	Sharon Southerland
Gene Hyde	Larry Strobel
Bev Hyde	Sharon Strobel
**Pauline Irvine	*Gloria Vachon
Warren Keating	Kathy Wallenhaupt
Marian Keating	Genevieve Wolfe
Katie Kirchmeier	*Vi Zysk

### Finance

The Museum receives its operating income from a variety of sources including Kootenai County's annual support of \$11,500, memberships, interest, museum store and admissions. The endowment fund grew by \$2,710 from memorial donations in 2003.

We concluded our second Federally funded General Operating Support (GOS) Grant from the Institute of Museum and Library Services. The \$28,998 funded the architect and an audit of our 2002 finances. This was our first audit and it confirmed that we follow generally accepted accounting principles.

## 2003 Financial Report

Operating Income		Operating Expense	
Admission	7,780.78	Gift Shop	6,771.76
County	11,500.00	Health Insurance	2,124.30
Donations	3,963.01	Insurance Mus. Bldg	418.00
Gift Shop	12,562.83	Janitorial	584.00
Interest earned	10,361.72	Marketing	1,707.57
Membership	13,195.00	Payroll	32,146.86
Photo Sales	2,711.46	Payroll taxes	2,816.80
Prog. fees Banquet	<u>2,425.00</u>	Photo resale Exp	1,181.34
<b>Total Operating Inc</b>	<b>64,499.80</b>	Postage	1,442.82
<b>Total Operating Exp</b>	<b>(61,861.14)</b>	Printing	2,046.92
<b>Operating Inc/Exp</b>	<b>2,638.66</b>	Prof Dev-Travel	1,124.43
		Repairs & Maint	245.43
		Prof fees (audit)	300.00
Total Exp	157,554	Program Banquet	2,185.76
Total Inc	135,488	Program Exhibits	49.40
		Security MNI	216.00
<b>Funds on Hand</b>		Supplies (Coil care)	1,600.25
A.G. Edwards	136,813.70	Supplies (office)	739.21
Money Market	36,592.41	Telephone	1,189.74
WT Bank Checking	<u>9,818.78</u>	Utilities	<u>2,920.55</u>
Total	183,224.89	<b>Total Operating Exp</b>	<b>61,861.14</b>

### Special Funds

<b>Building Fund</b>		<b>Collections Fund</b>	
Fund Bal 12/31/03	17,320.06	Fund Bal 12/31/03	18,159.00
<b>Grants</b>		<b>Storage Bdg Fund</b>	
GOS 2001-03 \$29,998	10,874.25	2003 Beginning Bal	14,152.13
GOS Audit exp	(1,800.00)	Net inc/exp	2,455.65
GOS Arch (28,198)	(13,198.00)	<b>Fund bal 12/31/03</b>	<b>16,607.78</b>
Driving Tour 2001	800.00	Storage Bdg rent Inc	15,600.00
IHT Grant	670.76	Property Taxes	(456.35)
IHT Grant Exp	(670.76)	RR Lease	(12,000.00)
<b>Book Fund</b>		Security	(270.00)
2003 Beginning bal	28,763.47	Insurance	(418.00)
Net book Inc/Exp	(9,648.88)	<b>Total year expenses</b>	<b>(13,144.35)</b>
<b>Fund Bal 12/31/03</b>	<b>19,114.59</b>	<b>Chapel Fund</b>	
BL	961.87	2003 Beginning Bal	20,945.20
HH	8,139.63	Net inc/exp	(10,317.07)
IATW	2,961.01	<b>Fund Bal 12/31/03</b>	<b>10,628.13</b>
KC	193.97	Donations	560.00
MRI	471.19	Rent	3,953.11
MRI revised	5,558.21	Wedding/Events	1,450.00
NF	67.28	<b>Total year income</b>	<b>5,963.11</b>
OLY	5,209.25	Expenses	
SWP	466.40	Utilities	(1,899.77)
UTSW	1,412.83	Stairs & Furnace	(13,819.41)
WF	1,891.41	Lawn Care	40.00
WPR	6,808.62	Chapel Insurance	(601.00)
Postage	1,027.98	<b>Total year expenses</b>	<b>(16,280.18)</b>
<b>Total year income</b>	<b>35,169.65</b>	<b>Endowment Fund</b>	
Expenses		2003 Beginning Bal	62,850.95
BL	(2,352.75)	Donations	2,710.00
HH	(3,176.80)	<b>Fund Bal 12/31/03</b>	<b>65,560.95</b>
MRI revised	(9,274.17)		
NF	(5,523.03)		
OLY Royalty	(3,000.00)		
WPR	(19,530.27)		
Postage	(1,528.18)		
Marketing	(433.33)		
<b>Total year expenses</b>	<b>(44,818.53)</b>		



of Museum and Library Service. Her continuing education included a workshop on museum stores in Boise and the American Association of Local History conference in Portland, Oregon.

We extend our appreciation to Pauline Whitley Adams for the many years she worked as our part-time bookkeeper. Susan Taylor took over the position in May.

Forty-three volunteers donated over 2,100 hours to the Museum in 2002. A special thanks to our volunteer Museum Store manager Helen Naslund, who has donated her time as manager since 1990. Randy Bates, CPA has prepared our tax returns for the last several years. We could not accomplish as much as we do in the preservation, exhibition and interpretation of our region's history without the help of our volunteers.

*Contributing over 100 hours	Betty McLain
Pauline Whitley Adams	Bob McLeod
Carol Bean	McCoy, Ron
*Betty Boykin	McCoy, Sandy
Jerry Burns	Terry Miller
Pat DeBacker	*Helen Naslund
Nancy Decker	Maxine Nelson
Grace Doyle	Hugh Neuman
Steve Dryden	Jan Patrick
*Louisa Durkin	*Joy Porter
Don Fabian	Art Randall
Fred Glienna	Doug Schedler
*Alice Harwood	Darlene Sheldon
Roger Hudson	Don Shriner
Ann Hunter	Connie Singletary
Gene Hyde	Robert Singletary
Bev Hyde	Sharon Southerland
*Pauline Irvine	Larry Strobel
Terri Jacobson	Sharon Strobel
Warren Keating	*Gloria Vachon
Marian Keating	Genevieve Wolfe
Katie Kirchmeier	Vi Zysk

### Finance

North Idaho College and the City provide the use of Museum buildings and maintenance of the grounds. Kootenai County continues its annual support of \$11,500. The support of these three entities is greatly appreciated.

Memberships, interest, Museum Store and admissions provide a diverse and substantial portion of our earned revenue. The endowment fund continues to grow with memorial donations.

The Coeur d'Alene Tribe made a \$9,000 donation. This donation and our second General Operating Support (GOS) Grant of \$28,998 from the Institute of Museum and Library Service in Washington, D.C. will be used for the facilities planning process.

## 2002 Financial Report

Operating Income		Operating Expenses	
Admissions	6,327.04	Exhibits	93.11
County	11,500.00	Gift Shop Exp	4,787.21
Donations	2,529.04	Health Insur	2,105.28
Gift Shop Sales	11,075.89	Insurance Mus Bldg	406.00
Interest Earned	10,790.50	Janitorial	680.00
Membership	12,441.00	Marketing	716.33
Photo sales	2,827.15	Payroll-DD	29,199.93
Banquet	<u>1,716.00</u>	Payroll -BkKp	1,109.50
		Payroll taxes	2,810.54
Operating Inc.	\$59,206.62	Photo Sales Exp	1,261.52
Operating Exp.	<u>(\$55,408.72)</u>	Postage	1,511.51
Operating Inc/Exp	\$3,797.90	Printing	2,074.52
		Prof Dev-Travel	1,251.69
<b>Total Income</b>	<b>Expense</b>	Repairs & Maint	234.25
\$127,797.75	\$100,806.96	Banquet	1,761.73
		Security-MNI Bldg	216.00
		Service Charge	33.63
<b>Funds on Hand</b>		Supplies (coll care)	301.55
A.G. Edwards Acc	165,678.46	Supplies (office)	1,200.21
Money Market	4,642.85	Telephone	1,141.83
WT Bank Ck	<u>42,191.12</u>	Utilities	<u>2,512.38</u>
	\$212,512.43	Tot Operating Exp	\$55,408.72

### Special Funds

Building Fund		Collections Fund	
2002 beg Bal	8,320.06	2002 beg bal	\$18,159.00
Cd'A Tribe donation	9,000.00	<b>Fund Bal 12/31/02</b>	<b>\$18,159.00</b>
<b>Grants</b>		<b>Storage Building Fund</b>	
2001-03 General Operating Support		2002 beg bal	\$11,841.96
total 28,998, so far \$18,123.75		Net inc/exp	2,310.17
2002 GOS Income	\$14,499.00	<b>Fund Bal 12/31/02</b>	<b>\$14,152.13</b>
Architect Exp	(14,000.00)	Storage Bldg Rent	16,600.00
		Utilities & Maint.	(1,293.61)
IHC (Driving Tour)	2,484.00	Property Taxes	(447.22)
IHC Exp (Dr Tour)	(1,219.35)	RR Lease-	(12,000.00)
Dr. Tour donation	800.00	Security	(108.00)
		Insurance	<u>(441.00)</u>
<b>Book Fund</b>		Storage Bldg Exp (\$14,289.83)	
2002 begin bal	\$19,397.02		
Net book Inc/Exp	<u>9,366.45</u>	<b>Chapel Fund</b>	
<b>Fund Bal 12/31/02</b>	<b>\$28,763.47</b>	2002 begin bal	\$18,669.94
IATW	2,340.92	Net chapel Inc/Exp	2,275.26
KC	318.00	<b>Fund Bal 12/31/02</b>	<b>\$20,945.20</b>
MRI	1,530.47	Don (\$495 lawn care)	998.00
Oly	11,511.39	Rent	4,200.00
SWP	443.27	Weddings	<u>1,150.00</u>
UTSW	1,151.88	Total Income	\$6,348.00
WF	2,574.89	<b>Chapel Expenses</b>	
HH	798.30	Utilities	(2,293.26)
Postage	<u>870.51</u>	Maint (\$350 lawn)	(1,074.48)
Book Income	\$21,539.63	Chapel Insurance	<u>(705.00)</u>
<b>Book Expenses</b>		Total Chapel Exp	(\$4,072.74)
HH (1/2 of prod)	(3,423.17)		
Oly (royalty)	(1,000.00)	<b>Endowment Fund</b>	
UTSW (reprint)	(3,004.80)	2002 beg bal	\$62,245.95
WF (royalty)	(2,000.00)	Donations	605.00
MRI Revised	(1,051.75)	<b>Fund Bal 12/31/02</b>	<b>\$62,851.95</b>
Book Marketing	(430.07)		
Postage/Shipping	<u>(1,263.39)</u>		
Total Bk Exp	(12,173.18)		

over 2,300 hours to the Museum in 2001. A special thanks to our volunteer Gift Shop manager Helen Naslund, who has donated her time as manager since 1990. We appreciate Randy Bates, CPA for donating his time to prepare our tax returns and Susan Smith for creating the Museum web site. Volunteers provide needed help that allows the Museum to do many things it would otherwise be unable to do in the preservation, exhibition and interpretation of our region's history.

\*Contributing over 100 hours

Leah Achey	Bob McLeod
*Pauline Whitley Adams	*Helen Naslund
*Betty Boykin	Maxine Nelson
*Jerry Burns	Hugh Neuman
Peggy Countryman	Nordstrom, Evelyn
Nancy Decker	Jan Patrick
Grace Doyle	*Joy Porter
Louisa Durkin	Eleanor Priano
John Criswell	Art Randall
Fred Glienna	Darlene Sheldon
Alice Harwood	Connie Singletary
Roger Hudson	Robert Singletary
*Ann Hunter	Sharon Southerland
Gene Hyde	Larry Strobel
Bev Hyde	Sharon Strobel
Eric Ingram	Gloria Vachon
*Pauline Irvine	Emma Weeks
Sandy Johnson	Genevieve Wolfe
David Long	Carolyn Wood
Betty McLain	Vi Zysk

#### Finance

North Idaho College and the City provide the use of Museum buildings and maintenance of the grounds. Kootenai County continues its financial support with \$11,500 annually. The support of these three entities is greatly appreciated.

Memberships, interest, Gift Shop and admissions continue to provide a diverse and substantial portion of our earned revenue. The endowment fund continues to grow with memorial donations.

We were fortunate to receive a second General Operating Support (GOS) Grant from the Institute of Museum and Library Service in Washington, D.C.; the \$28,998 grant extends from October 2001 to October 2003. Our grant is one of 178 grants awarded from 826 applications received. We were identified by the reviewers to demonstrate excellence in museum operations with the resources available.

The first GOS grant for \$17,500 extended from October 1999 to October 2001 and was used to hire outreach coordinator Sharon Southerland and to pay part of the Director's salary.

## Museum of North Idaho Financial Report 2001

### Operating Income

Admissions	6,536.95
County	11,500.00
Donations	1,472.38
Gift Shop Sales	11,309.54
Interest Earned	11,269.47
Membership	12,446.00
Photo sales	1,428.34
Program fees Banq	<u>1,550.00</u>

Total Operating Inc.	57,512.68
Total Operating Exp.	<u>(45,318.78)</u>

### Operating Inc/Exp \$12,193.90

<b>Total Income &amp; Expense</b>	
\$120,851.16	\$108,036.16

### Funds on Hand

A.G. Edwards Invest	141,838.97
Money Market	15,412.75
WT Bank Ck	<u>25,989.37</u>
	\$183,241.09

### Operating Expenses

Exhibits	175.58
Gift Shop Exp	7,673.86
Health Insur	2,053.20
Insur Mus Bldg	477.00
Janitorial	595.00
Marketing	40.50
*Payroll-DD	18,715.94
Payroll -PW	897.00
Payroll taxes	1,104.48
Photo Sales Exp	712.38
Postage	1,330.48
Printing	2,192.70
Prof Dev-Travel	490.00
Repairs & Maint	187.80
Program banq	1,579.32
Security-MNI	216.00
Supplies (coll care)	515.63
Supplies (office)	1,926.84
Telephone	1,170.21
Utilities	<u>3,264.86</u>
Operating Exp.	\$45,318.78

### Special Funds

#### Grants

1999-2001 GOS Grant Income	\$17,529.00
*GOS Dir. Salary \$8,320.06	Total GOS exp (\$17,529.00)
2001-03 GOS Grant Income	\$3,624.75
IHC Grant (Driving Tour) 2001-2002	2,484.00
IHC Grant Exp (Driving Tour)	(\$169.35)
Driving Tour donations	\$800.00

#### Book Fund

2001 beginning bal	\$22,571.78
Net book Inc/Exp	(\$3,174.76)
<b>Fund Bal 12/31/01</b>	<b>\$19,397.02</b>

#### Income

IATW	3,054.28
KC	495.08
MRI	2,451.75
Oly	14,633.00
SWP	639.70
UTSW	2,499.65
WF	3,818.79
Postage	<u>994.12</u>
Book Income	\$28,586.37

#### Expenses

IATW (royalty)	(1,000.00)
OLY (production)	(19,419.87)
SWP (production)	(8,845.73)
Book Marketing	(151.10)
Bk post & ship	<u>(2,344.43)</u>
Total Bk Exp	\$31,761.13

#### Storage Building Fund

2001 beginning bal	\$12,522.61
Net inc/exp	(\$680.65)
<b>Fund Bal 12/31/01</b>	<b>\$11,841.96</b>
Storage Bldg Rent	13,500.00
Utilit & Maint.(ads)	(1,036.49)

Property Taxes	(451.16)
RR Lease	(12,000.00)
Security	(216.00)
Insurance	<u>(477.00)</u>
Storage Bldg. Exp (\$14,180.65)	

#### Chapel Fund

2001 beginning bal	\$15,281.16
Net chapel Income	<u>3,388.78</u>
<b>Fund Bal 12/31/01</b>	<b>\$18,669.94</b>

#### Income

Donations	335.00
Rent	4,450.00
Weddings	<u>2,000.00</u>
Total Income	\$6,785.00

#### Expense

Utilities	(2,011.50)
Sign & irrigation	(778.72)
Chapel Insurance	<u>(606.00)</u>
Total Chapel Exp	(3,396.22)

#### Collections Fund

2001 beginning bal	18,159.00
<b>Fund Bal 12/31/01</b>	<b>\$18,159.00</b>

#### Endowment Fund

2001 beginning bal	\$61,260.95
Donations	<u>985.00</u>
<b>Fund Bal 12/31/01</b>	<b>\$62,245.95</b>

## Museum of North Idaho Financial Report 2000

### Operating Income      Operating Expenses

Admissions	6,831.50	Exhibits	203.42
County	11,500.00	Gift Shop Exp	4,500.40
Donations	1,539.70	Health Insur	1,918.80
Gift Shop Sales	7,673.87	Insurance Mus Bldg	477.00
Interest Earned	9,345.66	Janitorial	797.07
Membership	12,030.00	Marketing	743.89
Photo sales	4,065.25	Payroll (gross)	26,544.00
Sales Tax	<u>448.63</u>	Payroll taxes & disab	1,862.91
		Photo Sales Exp	1,539.22
Operating Inc	\$53,434.61	Postage	1,087.10
Operating Exp	<u>\$49,374.20</u>	Printing	1,971.50
Inc/Exp	\$4,060.41	Prof Dev-Travel	1,352.40
		Repairs & Maint	85.43
		Sales Tax	524.43
<b>Funds on Hand</b>		Security-MNI	216.00
A.G. Edwards	133,000.00	Supplies (coll care)	1,356.91
Money Market	15,454.33	Supplies (office)	744.89
WT Bank Ck	<u>17,523.14</u>	Telephone	1,083.27
	\$165,977.47	Utilities	<u>2,365.56</u>
<b>All Funds</b>		Operating Exp	\$49,374.20
Income	\$112,520	1999-00 GOS Grant	\$8,764.51
Expense	<u>\$97,714</u>	GOS Grant Exp.	(\$4,318.97)
	\$14,806.		

### Special Funds

<b>Book Fund</b>		RR Lease	(12,000.00)
2000 begin bal	\$23,447.04	Security	(216.00)
Fund Bal 12/31/00	<u>\$22,571.78</u>	Insurance	<u>(477.00)</u>
		Storage Bldg. Exp	(\$12,838.00)
<b>Book Income</b>		Inc/Exp for 2000	(\$3,092.00)
IATW	3,369.65		
KC	405.83	<b>Chapel Fund</b>	
MRI	3,208.30	2000 begin bal	\$19,192.88
Oly	2,634.91	Fund Bal 12/31/00	<u>\$15,281.16</u>
Postage	152.56	<b>Chapel Income</b>	
UTSW	1,885.31	Donations	615.00
WF	<u>6,669.64</u>	Rent	5,030.00
Book Income	\$18,326.20	Weddings	<u>1,625.00</u>
		Total Income	\$7,270.00
<b>Book Expenses</b>		<b>Chapel Expense</b>	
IATW (royalty)	(1000.00)	Utilities	(1,213.17)
OLY (production)	(7,466.75)	Chapel Expense	(9,446.55)
WF (production)	(9,239.10)	Chapel Insurance	<u>(522.00)</u>
Bk Marketing	(1,096.77)	Total Chapel Exp	(\$11,181.72)
Bk post & shipping	<u>(398.84)</u>	Inc/Exp for 2000	(\$3,911.72)
Total Bk Exp	(\$19,201.46)		
Inc/exp for 2000	(875.26)	<b>Endowment Fund</b>	
		2000 beginning bal	45,587.17
<b>Storage Building Fund</b>		Donations	<u>15,673.78</u>
2000 begin bal	\$16,039.61	Fund Bal 12/31/00	<u>\$61,260.95</u>
Fund Bal 12/31/00	<u>\$12,522.61</u>		
		<b>Collections Fund</b>	
Storage Bldg Rent	9,500.00	2000 beginning bal	18,659.00
Utilities & Maint.	(254.76)	Intern (Williams)	<u>(500.00)</u>
Property Taxes	(450.04)	Fund Bal 12/31/00	<u>\$18,159.00</u>

## What's New

### Artifact Donations Since February

George Brynjulson: 1947 television., T.V. and radio repair books and wood clamps.

Virginia Teeter: postcard of Highway 10 near Higgins Point, 1950s.

Bodil Bratvold: Indian Time newspapers, annual reports of Indian Education in Idaho, 1960s.

### Photos Copied

Wacele Rhodes: Springston general store and mill.

John Wood: Tug boat Hercules, W. Knaggs, Colfax at St. Maries bridge, Lyondale, Copenhagen ice breaking barge, Harrison dock, Coeur d'Alene waterfront.

Kellogg Library: Tony Tubbs

### Museum to Host Idaho Association of Museums Meeting June 1-3

The Museum of North Idaho is hosting the Idaho Association of Museums annual meeting in Coeur d'Alene June 1-3. Sessions include a workshop on web design, using genealogy in local history research, museums along the Lewis and Clark Trail, and public relations in the museum field. A cruise and dinner on Lake Coeur d'Alene with John Wood narrating the history of steamboats on the lake will be the highlight on Saturday. For registration information contact Jody Ochoa, Idaho State Historical Society, email [jochoa@ishs.state.id.us](mailto:jochoa@ishs.state.id.us) or the Museum at 664-3448.

### National Historic Preservation Week

May 5th, 8-11 a.m. Pleasantview Community Association Breakfast, to support restoration efforts at the old Pleasantview School, west Riverview Drive. Info: Marilyn Steinpreis, 773-5560.

May 9th, 7 p.m. presentation by Stephen Pyne on his new book *Year of the Fires: The Story of the Great Fires of 1910*. North Idaho College Library in Todd Hall. Books will be available for sale and signing. Cosponsored by the Museum of North Idaho and NIC.

May 16th, 5-7 p.m., Post Falls Historical Society "Open House" dessert, the corner of 5th and Frederick in Post Falls. Info: 773-4627, 773-3372, 773-4681.

May 19th, 11-2 p.m., 2nd Annual Old Church Classic at the Old Church at the corner of 4th & William in Post Falls. Free German sausage and soft drinks. Info: 773-5844, 773-4681.

ages and many disadvantages for the Museum to be in the middle of this lease.

Staff

We operate with the help of many volunteers and one professional staff person, Director Dorothy Ahlgren. She received her Masters Degree in Organizational Leadership from Gonzaga University, Spokane, Wash. In April she spoke at The American Association of Museums National conference in Cleveland, Ohio on "Facilitating Good Governance." Since 1992 Dorothy has reviewed General Operating Support Grants for the Institute of Museum and Library Services and also reviews grants for the Idaho Heritage Trust. She is serving her 4th year on the Kootenai County Historic Preservation Commission, holding the position of chair person. Pauline Whitley Adams continues as our part time bookkeeper.

We greatly appreciate all the volunteers who generously give their time to the Museum. In 1999 over 30 volunteers donated over 2,500 hours to the Museum. Special thanks to Helen Naslund who has donated her time to manage the Museum Gift Shop since 1990. Volunteers provide needed help that allows the Museum to do many things it would otherwise be unable to do in the preservation, exhibition and interpretation of our region's history.

Pauline Whitley Adams	David Long
Bonnie Anderson	Betty McLain
Betty Boykin	Mac McLain
Jan Blair	Bob McLeod
Ary Blake	Richard Mullen
Nancy Decker	Helen Naslund
John Criswell	Susan Overby
Frank Garcia	Jan Patrick
Deed Glienna	JoAnne Pyle
Dee Hanson	Art Randall
Jan Hanson	Eileen Seymour
Rice Harwood	Robert Singletary
Geiger Hudson	Al Sorenson
Jan Hunter	Sharon Southerland
Gene Hyde	Larry Strobel
Wendy Hyde	Emma Weeks
Pauline Irvine	Genevieve Wolfe
Barry Largent	Carolyn Wood
Keith Lee	Vi Zysk

Finance  
Kootenai County continues to support the museum financially with \$11,500 annually; North Idaho College and the City provide the use of Museum buildings (rent free) and maintenance of the grounds. The support of these three entities is greatly appreciated.

Jan Ice remembered us in her estate with a dona-

tion which will amount to about \$50,000 when all is settled. We received \$35,900 in 1999. We continue to work to make our financial base diverse. Memberships, interest, gift shop and admissions continue to provide a substantial portion of our earned revenue. The endowment fund established in the Fall of 1993 grows with the addition of memorial donations.

### Museum of North Idaho 1999 Financial Report

Income		Expenses	
Admissions	7,076.75	Building Insur	462.44
County	11,500.00	Telephone	943.76
Gift Shop Sales	8,330.80	Utilities	2,122.01
Gifts & Events	3,876.34	Bldg Maint	271.49
GOS Grant	2,191.13	Coll Mgt-Exp	828.21
Interest Earned	4,625.29	Dev of Mem-Pub	2,849.78
Membership	11,635.00	Exhibits	26.54
Photo sales inc	2,037.23	Gift Shop Exp	4,585.09
Sales Tax Inc	421.21	Grant Ex MAP III	531.76
		Janitorial	595.00
Total Income	51,693.75	Marketing	175.00
Total Exp	(47,487.77)	Payroll Taxes	2,011.50
Total Inc/Exp	4,205.98	Payroll	25,191.53

Funds on Hand			
A.G. Edwards Invest	120,000	Health Insur	1,659.60
Money Market Ck Acc	19,993	Photo Sales Exp	663.43
WT checking Acc	3,630	Postage	387.55
	143,623	Prof Mem-Travel	1,384.73
		Sales Tax Exp	421.81
		Security-MNI	216.00
		Supplies	2,160.54
		Total Expenses	47,487.77

### Special Funds

Book Fund		Property Taxes	
1999 beginning bal	21,416.71	RR Lease	(10,750.00)
Net income 1999	2,030.33	Security	(216.00)
Fund Bal 12/31/99	23,447.04	Insurance	(588.00)
Income		Total Storage Bldg(12,335.58)	
IATW	3,661.60		
KC	434.50		
MRI	2,533.26		
UTSW	1,614.07		
WF	3,630.76		
Total Bk Sales	11,874.19		
Expenses			
IATW ret & royalty	(1,929.58)		
KC (returns)	(4.50)		
MRI(returns)	(245.24)		
OLY (production)	(347.39)		
UTSW(returns)	(71.84)		
WF (prod & market)	(6,910.88)		
Bk post & shipping	(334.43)		
Total Bk Exp	(9,843.86)		

Storage Building Fund	
1999 beginning bal	10,375.19
Net Income	5,664.42
Fund Bal 12/31/99	16,039.61
Rent Stor Bldg	18,000.00
Expenses	
Misc. repairs & exp	(131.86)

Endowment Fund	
1999 beginning bal	8,286.00
Donations	37,301.17
Fund Bal 12/31/99	45,587.17

Collections Fund	
Begin & end Bal	18,659.00

## Museum of North Idaho 1998 Financial Report

about 700 photos, artifacts and pieces of material were donated by 57 people. The library, and photograph collection were used by more people including students, government personnel, business owners and researchers totaling 123. As Robert Singletary used the library for over a year in preparing the weekly "Kootenai Chronicles". Staff and volunteers also used the library for newsletters and answering correspondence.

began cataloging the Spokane Valley Collection as donated in 1993. The collection contains many artifacts which were inventoried by an intern and put on the computer. This project will continue as we work through about 1,000 items.

greatly appreciate all the volunteers who generously give their time to the Museum. In 1998 over 30 volunteers donated about 2,400 hours to the Museum. Thanks to Helen Naslund who has donated her time to manage the Museum Gift Shop since 1990. Volunteers provide needed help that allows the Museum to do many things it would otherwise be unable to do in preservation, exhibition and interpretation of our history.

Donnie Anderson	Bob McLeod
Lathy Arneson	Richard Mullen
City Boykin	Helen Naslund
Lin Criswell	Evelyn Nordstrom
Lancy Deck	Susan Overby
Ed Glienna	Jan Patrick
Tim Hamaker	JoAnne Pyle
Alle Hanson	Art Randall
Don Hanson	Debbie Russell
Dee Harwood	Eileen Seymour
Gege Hudson	Robert Singletary
Don Hunter	Al Sorenson
Gene Hyde	Dennis Stalnaker
Don Hyde	Larry Strobel
Pauline Irvine	Emma Weeks
Harry Largent	Pauline Whitley
David Long	Genevieve Wolfe
City McLain	Carolyn Wood
Mac McLain	Vi Zysk

County continues to support the museum financially \$11,500 annually; North Idaho College and the use of the Museum buildings (rent free) and the grounds. The support of these three is greatly appreciated. We continue to work to make our base diverse. Memberships, gift shop and continue to provide a substantial portion of our revenue. The sale of reprints from the photo collection cover the cost of photo preservation. The endowment established in the Fall of 1993 continues to grow with the memorial donations.

Income		Expenses	
Admissions	6,263.00	Building Insur	1,191.00
Bus Tours	676.00	Telephone	1,021.27
Coll Mgt-FS Pro	889.42	Utilities	2,091.36
County	11,500.00	Bldg Maint	72.91
Gift Shop Sales	8,067.69	Bus tours-reim	332.50
Gifts & Events	1,055.13	Coll Mgt-Exp	506.99
MAP III Grant	2,970.00	Dev of Mem-Pub	2,698.79
Interest Earned	3,899.43	Education	1,590.00
Membership	11,795.00	Exhibits	178.44
Photo sales inc	2,439.64	Gift Shop Exp	4,381.44
Sales Tax Inc	407.82	Grant Expense	2,150.00
		Janitorial	595.00
<b>Total Income</b>	<b>49,963.03</b>	Misc Expense	68.00
<b>Total Exp</b>	<b>47,330.05</b>	Payroll	26,182.59
<b>Total Inc/Exp</b>	<b>2,632.98</b>	Health Insur	502.00
		Photo Sales Exp	881.22
		Postage	320.87
		Prof Mem-Travel	1,351.56
		Sales Tax Exp	421.50
		Security-MNI	216.00
		Supplies	500.62
		<b>Total Expenses</b>	<b>47,330.05</b>

### Funds on Hand

	Inter	Maturity	Amnt
D.A. Davidson CD	5.95%	9/1999	10,000
D.A. Davidson CD	6.00%	9/1999	5,000
DAD Endowment CD	6.55%	5/2000	15,000
A.G. Edwards CD	6.50%	9/2000	10,000
A.G. Edwards CD	5.6%	2/2000	10,000
A.G. Edwards CD	6.00%	6/2003	20,000
CEF Acc checking	4.64%		31,176
WT checking Acc	1.50%		6,170
			97,346

### Special Funds

<b>Book Fund</b>		<b>RR Lease</b>	(9,625.00)
1998 beginning bal	11,830.10	Security	(216.00)
Book net inc 1998	9,586.61	<b>Total Expenses</b>	<b>(14,566.77)</b>
Fund Bal 12/31/98	21,416.71		
<b>Income</b>		<b>Chapel Fund</b>	
IATW	3,907.43	1998 beginning bal	11,860.40
KC	541.00	Net Chapel Income	3,431.71
MRI	4,845.60	Fund Bal 12/31/98	15,292.11
UTSW	2,601.46	<b>Income</b>	
<b>Total Bk Sales</b>	<b>11,895.49</b>	Donations	300.00
<b>Expenses</b>		Rent	3,500.00
Royalty MRI 1,000	(1,017.94)	Weddings	1,300.00
Royalty IATW	(1,000.00)	<b>Total Income</b>	<b>5,100.00</b>
Postage & Marketing	(290.94)	<b>Expenses</b>	
<b>Total Expenses</b>	<b>(2,308.88)</b>	Insur & study	(1000.00)
		Utilities	(964.22)
		<b>Total Expenses</b>	<b>(1,964.22)</b>
<b>Storage Building Fund</b>			
1998 beginning bal	12,194.96	<b>Endowment Fund</b>	
Net Income (deficit)	(1,819.77)	1998 beginning bal	5,256.00
Fund Bal 12/31/98	10,375.19	Donations	3,030.00
		Fund Bal 12/31/98	8,286.00
<b>Rent Income</b>	<b>12,747.00</b>		
<b>Expenses</b>		<b>Collections Fund</b>	
Remodel	(3,876.44)	Begin & ending bal	18,659.00
Property Taxes	(849.33)		

*Student Baptist \$150 month  
for school year*

people including students, government personnel, private business owners and researchers from other regions. Robert Singletary, museum staff, and volunteers also used the library.

Ms. Arneson finished inventorying the Native American artifacts in the Museum's possession. Many of these artifacts were associated with burial sites and under federal law must be returned to the tribe. In April we returned these artifacts to the Coeur d'Alene Tribe. We did so in compliance with the Native American Graves Repatriation Act.

The Idaho Panhandle National Forest Service historical photographs and archives project continued in 1997. Volunteers worked many hours sorting and numbering photographs and archival materials. Over 7,000 photos and negatives from the Forest Service are cataloged by subject and in the computer data base. The archives are now by subject and we are continuing to input that information into the computer.

An additional computer, loaned to the Museum by the State of Idaho, has given us another badly needed work station as we continue to input our collections. All of our photographs and archives are in the computer data base now.

We greatly appreciate all the volunteers who generously give their time to the Museum. More than 40 volunteers donated about 2,300 hours to the Museum. Thanks to Helen Naslund who has donated her time to manage the Museum Gift Shop since 1990. Volunteers provide needed help that allows the Museum to do things it would otherwise be unable to do in the preservation, exhibition and interpretation of our region's history.

- |                  |                   |
|------------------|-------------------|
| Al Sorenson      | Genevieve Wolfe   |
| Alice Harwood    | Gretchen May      |
| Angie Larson     | Hanna Oldham      |
| Ann Hunter       | Helen Naslund     |
| Art Randall      | Jan Patrick       |
| Barbara Zimmer   | John Criswell     |
| Betty Boykin     | John Hamaker      |
| Betty McLain     | John Issacson     |
| Bev Hyde         | Kathy Arneson     |
| Bob McLeod       | Larry Largent     |
| Carolyn Wood     | Linda Dennler     |
| Connie Anderson  | Nancy Decker      |
| Dennis Stalnaker | Pauline Irvine    |
| Eldon Hendry     | Pauline Whitley   |
| Ellie Hanson     | Pattie Ormsby     |
| Eileen Seymour   | Ray Johnson       |
| Evelyn Nordstrom | Richard Mullen    |
| Fern Johnston    | Robert Singletary |
| Fred Glienna     | Ron Hanson        |
| Gene Hyde        | Vi Zysk           |

**Finance**

Kootenai County supports us financially with \$11,500 annually; North Idaho College and the City provide the use of Museum buildings (rent free) and maintenance of the grounds. This support is greatly appreciated.

**1997 Financial Report**

<b>Income</b>		<b>Expenses</b>	
Admissions	6,982.00	Building Insur	1,133.00
Bus Tours	990.00	State Ins Fund	17.66
Coll Mgt-FS Pro	1,039.60	Insurance - event	25.00
County	11,500.00	Total Insurance	1,175.66
Gift Shop Sales	9,332.91	Telephone	959.36
Gifts & Events	3,193.75	Utilities	2,100.35
*Grants Inc Nat Am	789.00	Bldg Maint	163.04
Interest Earned	1,643.99	Bus tours-reim	708.00
Membership	10,771.00	Coll Mgt-Exp	848.89
Photo sales inc	2,316.25	Coll Mgt-Exp FS	1,135.84
Sales Tax Inc	<u>456.16</u>	Dev of Mem-Pub	2,819.20
		Education	1,100.00
<b>Total Income</b>	<b>49,014.66</b>	Events Nat. Am.	639.06
<b>Total Exp</b>	<b><u>47,328.50</u></b>	Exhibits	231.58
<b>Total Inc/Exp</b>	<b>1,686.16</b>	Gift Shop Exp	5,504.35
		Grant Expense	877.00
		Janitorial	540.00
		Misc Expense	106.40
		Payroll	24,015.57
		Photo Sales Exp	1,132.63
		Postage	455.05
		Prof Mem-Travel	1,290.09
		Sales Tax Exp	422.64
		Security-MNI	216.00
		Supplies	<u>887.79</u>
		<b>Total Expenses</b>	<b>47,328.50</b>

	Inter	Maturity	Amnt
CD	6.00%	5/1998	10,000
CD	5.95%	9/1999	10,000
CD	6.00%	9/1999	5,000
Endow	6.55%	5/2002	5,000
CD	6.50%	9/2000	10,000
Checking	4.64%		30,888
Checking	1.50%		<u>9,661</u>
			<b>80,549</b>

**Special Funds**

<b>Book Fund</b>		Security	(216.00)
'97 beginning bal	4,028.61	Total Expenses	(19,264.64)
Book net income '97	<u>7,801.49</u>	Rud Chain deposit refund	
<b>Fund Bal 12/31/97</b>	<b>11,830.10</b>	in 1998 1,200	
<b>Income</b>			
IATW	5,636.17	<b>Chapel Fund</b>	
KC	645.50	'97 beginning bal	9,718.03
MRI	10,890.62	Net Chapel Income	<u>2,142.37</u>
UTSW	<u>4,839.74</u>	<b>Fund Bal 12/31/97</b>	<b>11,860.40</b>
Total Bk Sales	22,012.03	Income	
Expenses		Donations	300.00
MRI Production	(12,143.10)	Rent	2,865.00
UTSW royalty	(1,000.00)	Weddings	<u>325.00</u>
Post & Marketing	<u>(1,067.44)</u>	Total Income	3,490.00
Total Expenses	(14,210.54)	Expenses	
		Insur & painting	(944.10)
<b>Storage Building Fund</b>		Utilities	<u>(403.53)</u>
'97 beginning bal	(1,619.40)	Total Expenses	(1,347.63)
Net Income	<u>13,814.36</u>		
<b>Fund Bal</b>	<b>12,194.96</b>	<b>Endowment Fund</b>	
Rent Income	33,079.00	'97 beginning bal	4,881.00
Expenses		Donations	<u>375.00</u>
Loan paid off	(8,697.10)	<b>Fund Bal 12/31/97</b>	<b>5,256.00</b>
Property Taxes	(851.54)		
RR Lease	(9,500.00)	<b>Collections Fund</b>	
		<b>Beg &amp; ending bal</b>	<b>18,659.00</b>

*All group \$150 amount Student deposit in the Fall 1997 \$150 amount  
Unity moved out end of April*

worked many hours sorting and numbering  
 zes and other materials. Nearly all of the  
 cataloged by subject and are in the computer.  
 are sorted by subject and we are continuing  
 information into the computer.

used the inventory of artifact collection and  
 information into the computer program

All new donations are cataloged into the  
 .ll. We have a substantial number of the  
 the computer allowing us greater access to  
 ion.

5

dy appreciate all the hours people give to  
 n. Helen Naslund continues as manager of  
 a Gift Shop. Over 40 volunteers donated  
 hours to the Museum of which 755 hours  
 Forest Service photo and archives project.  
 provided needed services that allow the  
 further fulfill its mission of preservation and  
 ion of our region's history.

- John Criswell
- Kathy Arneson
- Dennis Stalnaker
- Emma Weeks
- Art Randall
- Nancy Decker
- Gene Hyde
- Ron Hanson
- Sue Lee
- Barbara Zimmer
- David Martin
- Fred Glienna
- Pauline Irvine
- Renee Kinlick
- Erik Henninger
- Alice Harwood
- Al Sorenson
- Charles McLain
- Ray Johnson
- Bob McLeod
- Rob Spafford
- Robert Singletary

last season of Travelogues as a fund-raiser. The sale of  
 reprints from the photo collection helps offset the cost of  
 preservation. An endowment fund was established in the  
 Fall of 1993 and continues to grow with the addition of  
 memorial donations.

## 1996 Financial Report

### Income

Admissions	7,518.25
Calender Sales	1,372.45
*FS Project	3,796.07
Collection's Mgt	3,746.24
County	11,500.00

Gift Shop Sales	7,804.82
Gift Shop Tax	379.19
Gifts & Events	2,334.85

Bus Tours	2,506.00
-----------	----------

Interest	1,405.48
Membership	11,935.61
Travelogue 95-96	<u>924.00</u>

Total Income	<b>55,222.96</b>
--------------	------------------

Net Income	318.83 plus
FS account rec.	\$939.07

\*The FS Project income and  
 expenses will balance by the  
 end of the project in 1997.  
 Bank balances as of 12/31/96  
 \$54,224.88

### Expenditures

Insurance	1,382.00
Telephone	904.10
Utilities	1,933.08
Bldg Maint	2,620.78
Bus tours-reim	1,323.00
Calender Exp	96.15

Collection's Mgt-Exp	636.15
Collection's Mgt-resale	1,301.65
*FS project	4,484.08
Dev of Mem-Pub	2,807.08
Education	1,100.00
Exhibits	174.85

Gift Shop-Exp	4,914.53
Janitorial	540.00
Misc Expense	492.36
Payroll Total	22,702.51
Prof Mem-Travel	1046.50
Sales Tax	360.47

Security-Museum	216.00
Supplies	1,063.62
New Copier	1,365.00
Postage	573.02
Travelogue Exp	<u>2,867.20</u>

Total Expenses	<b>54,904.13</b>
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### Special Funds

#### Book Fund

1996 beginning balance \$20,379

Book Sales	3,080.29
IATW	3,067.32
KC	1,703.50
UTSW	<u>4,436.96</u>
Total Bk Sales	9,207.78

Expenses	
IATW	(19,339.51)
KC	(6.20)
UTSW	<u>(6,212.46)</u>
Book Expense	(25,558.17)
Acc rec.	\$4,758.
Fund balance 12/31/96	<b>4,028.61</b>

Expenses	
IATW	(19,339.51)
KC	(6.20)
UTSW	<u>(6,212.46)</u>
Book Expense	(25,558.17)
Acc rec.	\$4,758.
Fund balance 12/31/96	<b>4,028.61</b>

#### Chapel Fund

1996 beginning balance \$6,746

Donations	300
Rent	3,025
Chapel - Other	<u>126</u>
Total income	3,451
Chapel Expense	(479)
Fund balance 12/31/96	<b>9,718</b>

#### Endowment Fund

1996 beginning balance 2,601

Donations	<u>2,280</u>
Fund balance 12/31/96	<b>4,881</b>

#### Storage Building Fund

Loan pay	(17,000.96)
Property Taxes	(846.37)
RR Lease	(9,150.00)
Security	(216.00)
Other	<u>(106.99)</u>
Bldg expenses	(27,320.32)
Rent Income	<u>25,700.92</u>
	(1,619.40)

1/97 Loan Balance \$8,446.62

#### Collections Fund

1996 beginning balance 30,659

To Storage	(\$12,000)
Fund balance 12/31/96	<b>\$18,659</b>

County continues to support the museum finan-  
 with \$11,500 annually, North Idaho College and the  
 provides the use of the Museum buildings (rent free)  
 maintenance of the grounds. The support of these  
 facilities is greatly appreciated. We continue to work  
 our financial base diverse. Paid memberships  
 over 500 with almost \$12,000 in income. A new  
 membership dues structure was in place for 1996. The  
 and admissions continue to provide a substan-  
 tion of our revenue. We finished our second and

resources can be better used to care for those things that relate to the history of the Coeur d'Alene Region.

She noted that we are taking good care of our textiles, but we are approaching overcrowding in our current storage space. We also have a good system for photograph and local history document retrieval and care.

We have completed our Collections Policy which, we were working on prior to Ms. Harrison's visit. This will direct us in our collecting practices and procedures for deaccessioning.

### Cataloging

Betty Boykin has been typing Local History File cards for over a year and has brought the collection up to current donations. These cards, filed by subject heading, will allow us to find information located in the historical papers, pamphlets and flyers we have filed at the museum. Betty has also been working on typing the photograph cards for the Gimble collection.

Eileen Seymour continues to keep the catalog and donor cards, for our artifacts, typed year by year. This year she updated our artifact catalog cards to agree with the Revised Nomenclature system. Chenhall's Nomenclature is the accepted cataloging system for museum collections.

### Finances

Debra Verbillis did a fine job managing the Museum Gift shop in 1989. She introduced many locally handcrafted items.

### 1989 Receipts and Expenses

Income		Expenditures	
County	\$ 7,500.	Pay Roll	\$12,502.
Membership	6,086.	FICA and State	3,778.
Sale of Calendars	3,305.	State Emp. Tax	317.
Gift Shop Receipts	11,225.	Sales Tax	569.
Donations, grants	11,592.	Merchandise for resale	7,342.
Interest	387.	Chapel maintenance	0.
Rent from Chapel	<u>2,100.</u>	Fuel Oil	982.
	\$42,195.	Operating supplies	1,430.
		Storage	900.
		Utilities	1,567.
		Telephone	923.
		Insurance	1,126.
		Security	178.
		Exhibits	454.
Cash on hand		Maintenance	1,036.
1/1/90	\$6628.05	Janitorial	450.
		Calendars	2,872.
		Conference/Edu	1,209.
		Newsletter	1,299.
		Misc.	2,089.
		MAP II	490.
		Cent. Photo Project	<u>1,701.</u>
			\$43,214.



Proposed 1988 Budget

INCOME

County	\$ 7,500
Memberships	5,000
Calendars	3,000
Gift Shop	10,000
Donations	13,831
Interest	600
Rent from chapel	1,800
	<u>\$41,731</u>

EXPENDITURES

Payroll	\$14,284
FICA (Museum's contribution)	1,072
Unemployment Tax	575
Sales Tax	600
Merchandise Purchased for resale	6,500
Exhibits	500
Maintenance and Repair	1,000
Maintenance--Roof	4,000
Maintenance--Chapel	1,800
Operating Supplies	1,500
Storage	900
Utilities	1,600
Telephone	700
Insurance	550
Security	250
Janitorial	500
Calendars	2,000
Conference/Ed	300
Newsletter	1,100
Fuel Oil	1,000
Miscellaneous	1,000
	<u>\$41,731</u>

1987 Receipts and Expenses

INCOME

County	\$12,000.00
Memberships	4,139.50
Sale of Calendars	2,788.94
Receipts from Gift Shop	11,653.07
Donations	3,557.95
Memorials/Gifts/Contr.	5,328.60
Rent-Chapel	1,800.00
Interest	672.04
	<u>\$41,940.10</u>

EXPENDITURES

Payroll (Take Home)	\$11,356.22
FICA/Fed. Withholding	3,194.68
State Withholding	458.31
Sales Tax	575.06
State Employment tax	410.83
Merchandise for resale	6,659.38
Exhibits	269.25
Maintenance	4,460.01
Chapel maintenance	202.34
Remodeling	6,059.39
Operating Supplies	1,214.03
Storage	769.00
Fuel Oil	518.49
Utilities- W.W.P.	1,167.21
City Utilities	410.65
Telephone	791.86
Insurance	524.34
Security	237.00
Janitorial	420.00
Calendars	2,841.69
Conf/Ed	478.00
Newsletter	1,104.60
Miscellaneous	604.36
	<u>\$44,726.70</u>

Proposed 1987 Budget

INCOME

County	\$12,000
Memberships	6,000
Calendar Sale	3,000
Receipts from Store	9,000
Donations	14,550
Rental from chapel	1,800
Interest	550
Centennial Booklets	2,000
	<u>\$48,900</u>

EXPENDITURES

Payroll	\$14,000
FICA	1,000
Unemployment Tax	500
Sales Tax	400
Merchandise pur. for resale	5,000
Exhibits	400
Maintenance/Repair	2,000
Maintenance-Chapel	1,800
Remodeling	4,000
Operating Supplies	1,500
Storage	1,200
Utilities	2,000
Telephone	700
Insurance	1,000
Security	300
Janitorial	450
Calendars	2,000
Conference/Ed	800
Newsletter	1,450
Fuel Oil	1,000
Centennial Booklets	2,000
Remodeling	4,000
Miscellaneous	1,400
	<u>\$48,900</u>

## Annual Report For 1986

The Museum continues to thrive and grow with the help of many volunteers, who man the gift shop, greet visitors, do maintenance, and assist with various projects. Dorothy Dahlgren continues as the professional paid employee, she has been with the museum since 1982.

About 12,000 visitors came through the Park and Fort Museum in 1986.

### Exhibits

The lobby area featured a music theme with a square grand piano in a turn-of-the-century atmosphere. Other exhibits include geology of the area, Farragut, lumbering, minerals and souvenirs from the past.

### Building

The major expense for 1986 was ridding the building and the animal collection of carpet beetles and carpenter ants. The mounts all had to be removed from the wall, by us, and enclosed then fumigated by the pest company. They were then vacuumed and rehung. A job none of us care to repeat. The carpenter ants invaded from the south end of the building, made their way to the front door. We continue to have monthly sprays to prevent another invasion of pests.

The grounds around the Museum building were spruced up last spring. The Coeur d' Alene Resort provided trees and flowers along the street in front of the Museum. The city paved and landscaped the parking lot next door. These improvements give us a nice look.

### Finances

The county continues to support us financially. The City and North Idaho College allow us the use of the Park Museum building and the Powder Magazine on the campus.

Membership funds are becoming a larger part of our budget. We continue to solicitate new members, and encourage old members to continue their support.

Through fund raising and raffles we were able to raise the \$4000. necessary for the air conditioning. This is a long overdue item.

It was decided that Carl Krueger will be honored with a room, The Carl Krueger Memorial Library.

### 1986 Receipts & Expenses

	Income
County	\$5000.00
Memberships	5671.10
Sale of Calendars	1925.63
Receipts from Store	8029.54
Donations	4034.71
Contributions/Gifts	5426.88
Rent-Chapel	1800.00
Interest	788.97
	<hr/>
	\$32686.83

Proposed 1986 Budget

1985 Receipts and Expenses

Proposed 1985 Budget

INCOME

County \$ 9,000  
 Memberships 3,500  
 Calendars 2,000  
 Store 8,300  
 Donations 10,890  
 Interest 550  
 Rent from chapel 1,800  
 Advertising 1,450  
\$37,490

EXPENDITURES

Payroll \$13,680  
 FICA (Museum's contribution) 950  
 Unemployment Tax 575  
 Sales Tax 335  
 Merchandise Purchased for resale 5,000  
 Artifacts 400  
 Maintenance and Repair 2,000  
 Maintenance--Chapel 1,800  
 Operating Supplies 1,500  
 Storage 550  
 Utilities/Fuel Oil 3,000  
 Telephone 800  
 Insurance 1,500  
 Security 300  
 Janitorial 450  
 Calendars 1,000  
 Conference/Ed 800  
 Newsletter 1,450  
 Miscellaneous 1,400  
\$37,490

INCOME

County \$ 9,450.00  
 Memberships 3,252.80  
 Sale of Calendars 2,143.92  
 Receipts from Store 8,194.44  
 Donations/Gifts 4,053.69  
 Memorials 155.00  
 Memorial--C. Krueger 1,532.00  
 Interest 536.20  
 Advertising 1,450.00  
 Misc.(reimbursement) 20.00  
 Camera 1,810.00  
 Rent from chapel 1,950.00  
 Fund Raising 700.00  
 Air Conditioning Fund 255.00  
 H-Day 54.00  
\$35,557.05

EXPENDITURES

Payroll --Take-Home \$ 9,726.37  
 FICA/Fed Withholding 2,959.39  
 State Withholding 549.07  
 Unemployment Tax 406.71  
 Sales Tax 334.30  
 Merchandise purch. for store 4,875.34  
 Artifacts 100.00  
 Operating Supplies 1,242.12  
 Storage 544.00  
 Utilities (W.W.P.,City) 1,417.14  
 Telephone 798.83  
 Insurance 1,351.83  
 Medical Insurance-D.Dahlgren 399.60  
 Security 231.00  
 Janitorial 420.00  
 Maintenance 294.52  
 Maintenance--Chapel 1,109.08  
 Newsletter 1,519.52  
 Calendars 1,000.00  
 Conference/Ed 688.00  
 Camera 1,658.14  
 Fuel Oil 1,295.75  
 Miscellaneous 1,053.83  
\$33,974.54

INCOME

County \$ 9,000  
 Memberships 2,500  
 Calendar Sale 2,000  
 Receipts from Store 8,500  
 Donations 10,361  
 Interest 650  
 Rental from Chapel 1,800  
 Advertising 1,300  
\$36,111

EXPENDITURES

Payroll \$13,660  
 FICA 941  
 Unemployment Tax 560  
 Miscellaneous 600  
 Merchandise pur. for resale 4,500  
 Artifacts 400  
 Maintenance/Repair 3,500  
 Maintenance--Chapel 1,600  
 Operating Supplies 1,100  
 Storage 500  
 Utilities/Fuel Oil 3,000  
 Telephone 750  
 Insurance 1,000  
 Security 300  
 Janitorial 400  
 Calendars 1,000  
 Conference/Ed 1,000  
 Newsletter 1,300  
\$36,111

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**April 25, 2011**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Al Hassell  
Council Member Woody McEvers

**STAFF PRESENT**

Jon Ingalls, Deputy City Admin.  
Amy Ferguson, Executive Assistant  
Sid Fredrickson, WW Superintendent  
Dave Shults, Capital Program Manager  
Gordon Dobler, Engineering Svcs Dir.

**Item 1      Amendment #3 for HDR Engineering WWTP Low Phosphorus Pilot Studies**  
**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of amendment #3 to the agreement for engineering services with HDR Engineering to provide additional services at the low phosphorus demonstration pilot facilities, increasing the cost ceiling by \$142,283 for a total pilot facilities engineering cost not to exceed \$984,215.

Mr. Shults stated in his staff report that the City approved an agreement for engineering assistance by HDR Engineering to design a pilot testing program and facilities needed to help with the selection and design of the full-scale operation that will be required. The pilot facilities were constructed and have been in operation for a full year. Many significant lessons are being learned by the engineers, process specialists, and operators. During the same time period, the regional permitting agencies and the region's wastewater dischargers have been exchanging additional scientific information and have continued negotiations regarding future permit requirements. The City of Coeur d'Alene has learned that significant improvements to the treatment plant may also be necessary to reduce the ammonia nitrogen component of the treated effluent discharge to the Spokane River. As a result of lessons learned during the first year of the pilot program, HDR Engineers and city staff have identified a possible strategy for the improvements in future Phase 5C that could substantially reduce the magnitude of the project envisioned in previous planning, and allow reduction of both phosphorus and ammonia nitrogen discharge levels.

HDR Engineering and City staff have identified that the existing scope of work and budget for engineering services regarding the pilot program are insufficient to provide the services that will be required to complete the testing associated with the new strategy. Also, additional budget is necessary to obtain the permit that is required to provide the planned demonstration project for use of the pilot's recycled water for irrigation of landscaped lawns and berms adjacent to the treatment plant.

Councilman Hassell asked if use of recycled water is being planned as part of the infrastructure for the education corridor. Mr. Shults responded that such use requires additional permitting by Idaho Department of Environmental Quality, and will take time. He discussed that the pilot program includes a demonstration project and application for a permit for the demonstration project. The demonstration is planned to show the benefit of the recycled water, to allow development of the mechanics of a piping system, and to understand the requirements for obtaining DEQ permits for recycled water use in other areas of the city. Mr. Fredrickson said that the wastewater utility is reviewing what will be necessary for the treatment plant connection of recycled water piping to the education corridor infrastructure. He also explained that the Department of Environmental Quality is very cautious about land application of even

Class A water over the aquifer, and are extremely hesitant to grant a permit without a lot of restrictions. One of the restrictions is that the water cannot leave the root zone, which would require that the city install moisture sensors as well.

Mr. Fredrickson reported on the pilot program. There are three processes that are being piloted. The tertiary membrane filter process was not supposed to provide any biological treatment at all. However, in the filtration tank itself, they are actually cultivating bacteria that convert the toxic ammonia into nitrates. If it works out, there is the potential for saving millions of dollars. They are generating data to see how the process works. The tertiary membrane filter process could potentially eliminate the need for building a parallel treatment plant.

In regard to the irrigation project, Mr. Shults confirmed that they don't have to do a demonstration, but feel that it is good for the community to have all of the nuts and bolts in place to obtain the permitting required. Mr. Fredrickson said one of the requirements for producing a Class A effluent is to have extremely rigid disinfection requirements. They will be using ultra violet disinfection in the pilot project. It will allow them to find out how well ultra violet works and what kind of a pumping system they will need. Mr. Fredrickson confirmed that irrigation with treated water is being done in Hayden, but they don't produce a Class A or Class B effluent. Mr. Fredrickson's goal is to produce a Class A effluent for lands that will be used by the public.

Councilman McEvers asked about the language in the amendment that calls for HDR supplied manpower. Mr. Fredrickson said that HDR would supply personnel who are familiar with the pilot operations when the City's pilot intern operator is on leave for vacation. He said that the work of the pilot operator is so substantial that he does not want to divert other operators from their duties to fill in.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution #11-015 approving Amendment #3 to the agreement for engineering services with HDR Engineering to provide additional services at the low phosphorus demonstration pilot facilities, increasing the cost ceiling by \$142,283 for a total pilot facilities engineering cost not to exceed \$984,215. Motion carried.**

**Item 2            Approval of Standard Drawings  
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for approval of new and revised standard drawings. He noted in his staff report that the Water department has added three new drawings that address abandonments of existing tap and service. The Engineering department has revised the construction entrance to conform to adopted best management practices in relation to stormwater permit compliance, and Wastewater is revising two existing standards. Mr. Dobler noted that the changes are fairly minor, housekeeping changes.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution #11-016, approving the new and revised standard drawings. Motion carried.**

**Item 3            Approval of Sole Source Expenditure for Traffic Signal Equipment at 15<sup>th</sup> & Margaret Intersection**

**Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for approval of sole source expenditure for traffic signal equipment for the signal at 15<sup>th</sup> Street and Margaret Avenue from Northwest Signal Supply. He noted that they will be installing the signal as part of a reconstruction project in the area. The city will purchase the equipment and will then contract out the labor for the installation. There will be no camera installation, only loops, since it is more stable.

**MOTION by McEvers, seconded by Hassell, to Council approval of the sole source expenditure for traffic equipment for the 15<sup>th</sup> Street and Margaret Avenue Intersection. Motion carried.**

The meeting adjourned at 4:24 PM p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison