

# Coeur d'Alene

## CITY COUNCIL MEETING

*June 19, 2012*

---

**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

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

**June 5, 2012**

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 June 5, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

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

**PRESENTATION – ART CURRENTS AND UTILITY BOX ARTWORK:** Eden Irgens and Joe Sharnetsky, City Arts Commission members, updated the Council on the Art Currents and Utility Box Artwork projects. Councilman Goodlander introduced former Councilman Nancy Sue Wallace who was the originator of the ordinance creating public art.

**PUBLIC COMMENTS:**

STAND UP FOR SANDI: Nancy Sue Wallace, 2345 E. Par Harbor Road, Hayden Lake, speaking on behalf of a group of concerned citizens with approximately 200 of that group present, expressed their appreciation for Mayor Bloem, Councilman Kennedy, Goodlander and McEvers for their leadership, making tough decisions, and taking the high road. Mayor Bloem on behalf of the Council members expressed their honor and being overwhelmed of the support of this community. She noted that this group has made this community richer for what they have done. Councilman Goodlander added that she thanked this group and is also humbled and honored by this group.

RECALL PETITION: Chris Copstead, 1046 N. Gov't Way, commented that he believes that Mayor Bloem is the best Mayor this city has had and complimented the remaining Council for the great job they are doing. He commented that he believes he had been presented a recall petition under false information in that he was asked to sign a national petition. He commented

that he received a letter from the Recall Group that he can come in and remove his name from their petition. He noted that if his name is indeed on the petition, he will pursue legal action.

**RECALL REPRESENTATIVE:** Charlotte Gherke, 1308 Coeur d'Alene Avenue, representing the Recall Coeur d'Alene group, commented that the recall is nothing personal towards the Mayor and Council but believes that the recall to remove the Mayor and three Councilmen from office is because the group's views were not heard. She commented that the Recall Group has been nothing but professional and courteous to all citizens. Mayor Bloem noted that the Council and herself have listened to the McEuen Park process more than any other issue of this city, that the Mayor and Council have weighed all the comments and had made their decision based on public input and do not feel it is right or fair to say that the recall is because they did not listen.

Linda Wolovich, 1018 B Street, commented that she does not feel the current Mayor and Council would have been re-elected if they had run on the McEuen Park platform.

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

1. Approval of minutes for May 15, 2012.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, June 11th, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-018: 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 REPEALING RESOLUTION NO. 11-001 WHICH ESTABLISHED A TAXICAB PICK-UP / DROP OFF "OPEN STAND" ON THE 4<sup>TH</sup> DAY OF JANUARY 2011; APPROVING A CONTRACT FOR DRILLING ATLAS TEST WELL WITH H2O WELL SERVICES, INC.; APPROVING S-2-03 FINAL PLAT APPROVAL AND MAINTENANCE / WARRANTY AGREEMENT FOR WATERFORD 7<sup>TH</sup> ADDITION; APPROVING SS-5-12 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELMER'S ADDITION TO COEUR D'ALENE; APPROVING AMENDMENT NO. 4 TO THE DIAMOND PARKING AGREEMENT – ON-STREET PARKING ENFORCEMENT TO INCLUDE PARK AVENUE; APPROVING AMENDMENT NO. 4 TO THE DIAMOND PARKING AGREEMENT – PARKING LOT ENFORCEMENT TO INCLUDE LIBRARY PARKING LOT; AND APPROVING THE DESTRUCTION OF RECORDS – LEGAL DEPARTMENT / CIVIL DIVISION.
4. Authorizing the surplus and donation of a City Police Department vehicle to NIC's POST Academy.
5. Approval of annual request for the Downtown Association's free carriage rides.
6. Approval of fireworks stands
7. Approval of sole source procurement for Viewu body worn cameras for the Police Department
8. SS-2-12 – Final plat approval for Trinity Centers

**DISCUSSION:** Councilman McEvers commented that he has been bothered with allowing the fireworks stands and that it is not the safe and sane fireworks but the illegal fireworks that he

objects to. He questioned whether the City's priorities are right regarding the display of fireworks and wanted to know if it is time for the Council to look at the fireworks regulations for the City. Councilman Gookin noted that technically the fireworks stands are following the laws of the City so he doesn't think the Council should deny the permits but rather the Council should look at the regulations. He noted that he and Councilman McEvers are from California where fireworks are banned and one would have to bring fireworks in from Mexico.

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

**COUNCIL COMMENTS:**

**COUNCILMAN GOOKIN:** Councilman Gookin announced that he and Councilman Adams had travelled to Richland, Washington for training as a firefighter. This experience was enlightening and he thanked the Firefighter Union who hosted their training and noted that he has gained invaluable experience and a better understanding of what our Fire Department does. Councilman Adams expressed his appreciation for the experience as well.

**APPOINTMENT TO URBAN FORESTRY COMMITTEE:** Motion by Kennedy, seconded by Goodlander to appoint Lauren Goshke to the Urban Forestry Committee. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced the following construction updates: The Water Department continues water main construction work in the Forest Heights Addition (south of Forest Cemetery and west of Government Way). There will be minor traffic detours during construction. Any detours will be well signed. The Water Department is also conducting its fire hydrant maintenance program. Hydrants will be flushed and painted in the general area of Huetter Road going east to 15 Street and Appleway Avenue going south to Ironwood Drive. The construction phase of the 2012 Open Trench Sewer Replacement Project began in mid-May. For the week of June 4<sup>th</sup> – 8<sup>th</sup>: D Street (north of Virginia Avenue) – the contractor will be installing water, sewer, and storm drain piping. D Street (north of Virginia Avenue) will be closed to thru traffic; Nora Street (Walnut to LaCrosse) – Paving is scheduled for today, weather permitting and the roadway will be closed to thru traffic all day; Mullan Road (NW Blvd to Garden) – Paving is complete – final clean-up and striping/markings to be completed; Foster Avenue (6<sup>th</sup> to 9<sup>th</sup>) – Paving completed on Foster Avenue, and; Final paving and restoration of alley between 8<sup>th</sup> & 9<sup>th</sup> to take place Tuesday, June 5<sup>th</sup>. During the construction period, area residents can expect equipment noise and brief traffic delays. For information on the project, please contact Jim Remitz, Project Manager, at 769-2278. Congratulations to Officer Gus Wessel for earning honors as a "Top Cop" at the Kootenai County Substance Abuse Council's annual luncheon. Congratulations go to Coeur d'Alene Fire Department Inspector Bobby Gonder on his receipt of the "Edward Zigler Innovation Award" last week from the North Idaho College Head Start program for his dedication of time and innovative approach to keeping kids safe by presenting the National Fire Protection Association's "Learn Not to Burn" program. Our congratulations go to the winners of the 2012 Writers Competition at the Coeur d'Alene Public Library. Winners were announced Saturday, May 19, in a ceremony at the library. The Coeur d'Alene Public Library, along with the other libraries of North Idaho, announced the Summer Reading programs! This year's theme is "Dream Big – Read" and offers regular programs and special activities for all ages beginning

June 12 and continuing through July 26<sup>th</sup>. On May 18, 2012, Captain Rich Halligan and Firefighter Blain were each awarded the State of Idaho Medal of Honor Friday for the rescue of a young girl from a submerged vehicle in Fernan Lake earlier this year. Last week's Bike to Work week was a resounding success. This year, the City had the highest number of businesses compete with some great participation by each company. The City won the award for the highest number of employees over age 50 who participated. A tip from the city's Pedestrian & Bicycle Advisory Committee: When bicycles are traveling down a street without bike lanes, automobile drivers should always give cyclists at least three feet of distance when they travel by them.

Mrs. Gabriel presented the following items: Rumor Control: Rumor - that the City is going to sneak around and sneak in some dollars to pay for the McEuen Park projects. The truth is that the funding will not come from new tax dollars. Rumor - that the City is sneaking in overlay dollars into this McEuen Project. The truth is that on March 6<sup>th</sup>, the Council approved funding for the Front Avenue improvements using Overlay funds and this has never been a secret and that the use of the overlay funds will be for the reconstruction of Front Street and none of the overlay fund will be used to improve McEuen Park. This will be the only project for this year's overlay fund.

Councilman Edinger asked what the vote was on the March 6<sup>th</sup> meeting for the funding of Front Street Improvement Project. Mrs. Gabriel responded that it was a motion that was carried. Councilman Edinger asked if the Front Avenue improvement project benefits McEuen Park. Mrs. Gabriel responded that the Front Avenue project has been planned for several years but this is the time to do the project to make sure it blends with the McEuen Park design. Councilman Goodlander commented that over the years the Front Avenue Improvement project has been on the City's overlay plan and when we didn't use the funding for Front Avenue in the past we used that funding to complete other overlay projects. Mayor Bloem noted that when the City adopted the Complete Street Project for Sherman Avenue several years ago that the City extended the improvements to Lakeside and it was always planned for Front Avenue and that this project is now planned for this year. Councilman Gookin commented that when the City purchased Cherry Hill property that part of the improvement was to install sidewalks so the improvements to 15<sup>th</sup> Street will be delayed til next year. Mrs. Gabriel commented that is correct. He then asked if the \$14.2 million was the amount given for the McEuen Park Project, why is the City "shoveling" \$600,000 from the Overlay fund to redo Front Avenue. Mrs. Gabriel responded that the \$600,000 was included in the overall McEuen Park Improvement Project which includes the park proper, the parking facility, and the Front Avenue Improvements. Councilman Kennedy noted that it was clearly stated that the Front Avenue project would be included in the overall park improvement project as an economy of scale and that it was made clear at the March 6<sup>th</sup> Council meeting. Councilman Goodlander also noted that by doing the projects together the city is actually saving costs. Councilman Gookin commented that he found it curious that the City's Chief Engineer commented that he was surprised that the 15<sup>th</sup> Street overlay project was being delayed for the Front Avenue Improvement Project. Councilman Edinger also commented that he was told that the City Engineer was "shocked" that the Front Avenue Improvement Project was going to take all the overlay money for this year. Councilman Goodlander is surprised that the City Engineer is "shocked" in that he has sat through several of the meetings regarding the Front Avenue project. Mayor Bloem noted that in defense of the City Engineer, she believes that he did not realize that Front Avenue was using the entire overlay fund this year.

Mrs. Garbriel continued with rumor control RUMOR- Recall Cd'A put a flyer out stating that the design team was given a \$1.9 million dollar contract without a bid process. FACT - Professional services by state law do not follow the bidding process but rather the process by law is completed by a "Request for Qualifications" which the City did complete and had a selection committee review the proposals received from four different firms. RUMOR - The same postcard stated that the Team McEuen owns the two tower condominiums. FACT - The majority of the buildings owned by private owners. RUMOR - The City's Department Heads make more money than Caldwell and Twin Falls. FACT - She cautioned citizens to compare the job descriptions and years of service of the employees not just job titles. She noted that our City Finance Director takes on the responsibilities of three different departments in Twin Falls. Additionally our Finance Director has been working for the City for 12 years and the Finance Director in Twin Falls has been employed for 2 years. She noted that the City did a survey of 10 North Idaho Cities, which showed that the City's Department Heads do not have the highest wage scale out of the 10 cities compared. She compared other Cities that have Public Works Directors and Growth Services Directors to our City which does not have that layer of management

Councilman Adams commented that the Street Overlay budget includes various other city streets and tonight he learned that the Overlay budget will be all going to the Front Avenue Project. Mrs. Gabriel explained that the budget is an estimate and direction from Council moves the proposed projects.

ORDINANCE NO. 3443  
COUNCIL BILL NO. 12-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 5.08.160 BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS, TO INCLUDE THE COEUR D'ALENE PUBLIC LIBRARY FOR SPECIFIC EVENTS HELD BY THE LIBRARY FOUNDATION; 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.

STAFF REPORT: City Attorney Gridley reported that the Library Foundation brought forward this request and noted that as part of a fund raising process for other libraries they allow alcohol. Since the City has a law that prohibits alcoholic beverages in public buildings, they Foundation requested the Council amend the code. He noted that if the Foundation does have an event that Idaho Law does allow charitable organizations a permit for up to three days to serve alcohol. Councilman Kennedy noted that this code amendment is only for the Library Foundation and other associated library organizations to allow alcoholic beverages. Councilman Goodlander noted that the serving of alcoholic beverages would only occur after Library hours. She would also like to take out the restriction that alcoholic beverages is only done free of charge but rather that they can have an event and charge for the alcohol.

**MOTION TO AMEND ORDINANCE:** Motion by Goodlander, seconded by Kennedy to remove the words “free of charge” from Item 7 in the amended ordinance. Councilman Kennedy noted that the intent is to allow only those events where the proceeds benefit the Library. Motion carried with Gookin voting no.

Motion by Kennedy, seconded by Edinger to pass the first reading of Council Bill No. 12-1016.

Councilman Gookin noted that he voted no to the amendment in that he has concerns regarding the overall regulations itself. He also noted that the list of exceptions is ever-growing and believes that maybe the whole code should be rewritten. City Attorney Gridley concurred.

**ROLL CALL:** Adams, Aye; Edinger, Aye; Gookin, No; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill 12-1016 by its having had one reading by title only.

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

**RESIGNATION OF CITY CLERK AND APPOINTMENT OF NEW CITY CLERK:** City Clerk Susan Weathers read her letter of resignation and requested Council to accept her resignation effective January 3, 2013.

**MOTION:** Motion by Kennedy, seconded by Goodlander to accept the resignation of Susan Weathers as City Clerk effective January 3, 2013.

Councilmembers and the Mayor expressed their appreciation of Susan. Motion carried.

**MOTION:** Mayor Bloem gave her nomination for filling the vacancy of City Clerk as Renata McLeod. Motion by Kennedy, seconded by Edinger to appoint Renata McLeod as the City Clerk effective January 3, 2013. Councilman Kennedy commented on Mrs. McLeod’s qualifications thanked her for all her efforts in helping him in the past. Councilman Edinger and Gookin also complimented Mrs. McLeod on her appointment. Motion carried.

**RECESS:** Mayor Bloem called for a recess at 8:20 p.m. The meeting reconvened at 8:27 p.m.

#### RESOLUTION NO. 12-019

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT FOR THE 4<sup>TH</sup> OF JULY PARKING LOT LEASE, WITH THE COEUR D’ALENE CHAMBER OF COMMERCE.

**STAFF REPORT:** Finance Director Troy Tymesen reported that in the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. The

proposal from the Chamber and previously recommended by the Parking Commission is to allow the Chamber to lease the City owned lots for \$10,570.00, which is the projected revenue to the Parking Fund for the 4<sup>th</sup> of July event parking day. This would be the third year of this partnership. The City has set a fee of \$7.00 for event day parking. The Chamber is proposing to charge \$15.00 per car for parking on the 4<sup>th</sup> of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber is being asked to take on more responsibility for the traffic control expense on that day. Last year the Chamber supplied 11 flaggers. The City has asked the Chamber to supply 20 certified traffic flaggers at their cost.

Councilman McEvers asked what is the increase revenue to the City. Mr. Tymesen noted that the City would only realize more funds as a result of the additional parking lots leased by the Chamber. Councilman McEvers asked if other organizations could lease the Parking Lot. Mr. Tymesen responded that they could. Councilman Edinger asked Steve Wilson from the Chamber that although the Chamber is charging \$15.00 for parking, doesn't the Chamber also charge for entries into the parade. Mr. Wilson responded that the cost for the 4<sup>th</sup> of July events cost approximately \$62,000 which both the parking and parade entry fees help cover. Mr. Wilson explained that the parade, events in the park, cost of port-a-potties, fireworks display, and traffic control cost about \$62,000 and the fireworks display's share of the cost is approximately \$30,000. Councilman Gookin asked if the city benefits from this lease. Mr. Tymesen responded that this lease is equitable and noted the other organizations that have leased various parking lots. He added the City would receive the \$7.00/car on the 4<sup>th</sup> but the Chamber will provide the port-a-potties, etc. Councilman Edinger noted that as a past member of the Chamber, it has always been difficult for them to raise the funds for the 4<sup>th</sup> of July events and believes this is a worthwhile cause. Councilman Goodlander recalled her daughter's experience of being the Chamber president and the 4<sup>th</sup> of July.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-019.

Mr. Wilson from the Chamber also reported on the different fund raising efforts besides the parking lot lease that the Chamber undertakes to cover the cost of the events during the 4<sup>th</sup> of July. Councilman Edinger commented that he has noted the number of people who enjoy the parade that do not contribute to the "bucket brigade" during the parade.

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

## **PUBLIC HEARING – ESTABLISHING A USED MERCHANDISE DEALER**

**EMPLOYEE FEE:** Mayor Bloem read the rules of order for this public hearing. Police Captain Ron Clark gave the staff report.

Captain Clark reported that tonight's public hearing is to consider establishing a fee for the administration and processing of a license for employees of User Merchandise Dealer businesses.

On April 27, 2012 the City Council adopted Ordinance No. 3437 amending the used merchandise dealers' regulations. Resolution 95-035 established the dealer's fee as follows: "Persons engaged in the business of loaning money with articles kept as security or buying and selling used articles- \$200.00". Since the fee for the dealer's license was amended in Resolution 95-035 it will remain at that rate. Ordinance No. 3437 does add the requirement for employees to be licensed and which process includes completing an FBI background check prior to having a license issued.

Staff is proposing a \$5.00/year license fee for employees. The employee's initial cost would include the proposed \$5.00 cost as well as their cost to apply and complete the FBI background check which is \$45.00. The FBI background check is only required for their initial licensure, annual renewals would then cost \$5.00/year. In order to be consistent, this fee is based on the same rate established for childcare facility employees who are also required to be licensed and complete an FBI background check.

Councilman Gookin and Edinger commented on the need for charging employees for an individual license.

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

#### RESOLUTION NO. 12-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING CERTAIN CITY FEES.

**MOTION:** Motion by Kennedy, seconded by McEvers to approve the recommended fee for Used Merchandise Dealers Employees and adopt Resolution 12-020.

**ROLL CALL:** Adams, Aye; Edinger Aye; Kennedy, Aye; Goodlander, No; McEvers, Aye; Gookin, No. Motion carried.

**EXECUTIVE SESSION:** Motion by Gookin, seconded by Adams to enter into Executive Session as provided by I.C. 67-2345 §A: To consider hiring a public officer, employee, staff member or individual agent; and, §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency,

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

The Council entered into Executive Session at 9:00 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, and Deputy City Attorney, and the Human Resources Director.

Matters discussed were contracting for a city representative in labor negotiations and labor negotiations. No action was taken and the Council returned to its regular session at 9:21 p.m.

RESOLUTION NO. 12-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE 2012 EMPLOYEE SEPARATION INCENTIVE - LETTER OF AGREEMENTS (LOA).

Motion by Gookin, seconded by Adams to adopt Resolution 12-021.

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

**CITY REPRESENTATIVE IN LABOR NEGOTIATIONS:** Motion by Kennedy, seconded by Edinger to authorize staff to negotiate an agreement with an individual agent to represent the City in labor negotiations with the Police Association. Motion carried.

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

The meeting adjourned at 9:24 p.m.

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

ATTEST:

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

RESOLUTION NO. 12-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT FUNDING OF PLAN YEAR 2012; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR THE 2012 CENTENNIAL TRAIL SEAL COAT AND REPAIR PROJECT; AND APPROVAL OF A CONTRACT WITH POE ASPHALT PAVING, INC. FOR SEAL COAT, REPAIR CRACKS, AND RE-STRIPE CENTENNIAL TRAIL AND SEAL COAT THE PRAIRIE TRAIL.

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) Approval of a Funding Agreement with HUD for CDBG Entitlement Funding of Plan Year 2012;
- 2) Approval of a Memorandum of Understanding with Kootenai County for the 2012 Centennial Trail Seal Coat and Repair Project;
- 3) Approval of a Contract with Poe Asphalt Paving, Inc. for Seal Coat, Repair Cracks, and re-stripe Centennial Trail and Seal Coat the Prairie Trail;

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 19<sup>th</sup> day of June, 2012.

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

ATTEST

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

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

ROLL CALL:

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

**CITY COUNCIL  
MEMORANDUM**

DATE: JUNE 7, 2012

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT FUNDING OF PLAN YEAR 2012

---

**DECISION POINT:** To approve the funding Agreement with the Department of Housing and Urban Development (HUD), authorizing acceptance of the Community Development Block Grant (CDBG) funding for the 2012 Plan Year, a \$262,325.00 allocation.

**HISTORY:** On October 16, 2007, the City Council authorized the 2008-2012 Consolidated Plan, which was the beginning step in receiving the direct annual allocation of HUD CDBG funding. The Federal Government has appropriated and released the 2012 program funding. The City of Coeur d'Alene has completed the applicable required plans, established this year's action plan (approved at the February 7, 2012 City Council meeting via public hearing), therefore, funds will be released upon receipt of the signed agreement. HUD required the agreement to be signed and returned within 2 weeks of receipt of the letter, which was June 7, 2012.

**FINANCIAL ANALYSIS:** The agreement allows the \$262,325.00 allocation to be released to the City of Coeur d'Alene and expended according to the approved 2012 Action Plan.

**PERFORMANCE ANALYSIS:** Approving this agreement will provide the proper documentation of this process.

**DECISION POINT/RECOMMENDATION:** To approve the funding Agreement with the Department of Housing and Urban Development (HUD), authorizing acceptance of the Community Development Block Grant (CDBG) funding for the 2012 Plan Year, a \$262,325.00 allocation.

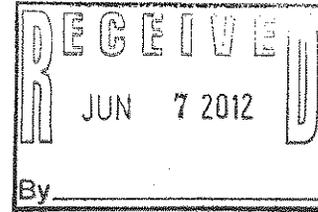


**U.S. Department of Housing and  
Urban Development**  
Region X, Portland Field Office  
Office of Community Planning and Development

400 Southwest Sixth Avenue  
Suite 700  
Portland, OR 97204-1632  
(971) 222-2610  
FAX (971) 222-2670

June 4, 2012

The Honorable Sandi Bloem  
Mayor, City of Coeur d'Alene  
Attn: Renata McLeod  
710 Mullan Avenue  
Coeur d'Alene, ID 83814



Dear Mayor Bloem:

**SUBJECT: Program Year (PY) 2012 Community Development Block Grant (CDBG) Funding**

I am pleased to inform you that our office has obtained congressional release of Coeur d'Alene's PY 2012 CDBG grant award. This letter now transmits our agreements based on the PY 2012 Annual Action Plan submitted by the city in the amount of \$262,325.

Please execute all three copies of the grant agreement with original signatures, retain one copy for your records, and return the remaining copies to this office, Attention: Doug Carlson, CPD Director.

The effective date of the grant is April 1, 2012. Grant funds may not be obligated or expended for activities or projects that have not received environmental clearance as required by 24 CFR part 58.

Please also note that HUD's approval of Coeur d'Alene's Action Plan does not constitute a determination that the activities are eligible and meet the statutory objectives of the authorizing legislation. The city is responsible for ensuring compliance with program requirements.

We look forward to working with the city on the effective implementation of the activities described in your Annual Action Plan. If you have questions, please contact Doug Carlson, CPD Director, at (971) 222-2612 or Scott Rich, CPD Representative, at (971) 222-2617.

Sincerely,

Doug Carlson, Director  
Office of Community Planning and Development

Enclosures

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
 Office of Community Planning and Development  
 Community Development Block Grant Program

1. Name of Grantee (as shown in item 5 of Standard Form 424) <b>City of Coeur d'Alene, Idaho</b>		3a. Grantee's 9-digit Tax ID Number: <b>82-6000176</b>	3b. Grantee's DUNS Number: <b>06-390-5418</b>	4. Date use of funds may begin (mm/dd/yyyy): <b>04/01/2012</b>
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) <b>City of Coeur d'Alene 710 Mullan Avenue Coeur d'Alene, ID 83814</b>		5a. Project/Grant No. 1 <b>B-12-MC-16-0007</b>		6a. Amount Approved <b>\$262,325</b>
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) <b>Doug Carlson</b>		Grantee Name <b>Sandi Bloem</b>	
Title <b>Director, Community Planning and Development</b>		Title <b>Mayor, City of Coeur d'Alene</b>	
Signature 		Signature	
Date (mm/dd/yyyy) <b>06/04/2012</b>		Date (mm/dd/yyyy)	

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) <b>02/15/2012</b>	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) <b>06/04/2012</b>		
		9c. Date of Start of Program Year (mm/dd/yyyy) <b>04/01/2012</b>		
11. Amount of Community Development Block Grant				
a. Funds Reserved for this Grantee		FY (2012) <b>262325</b>	FY ( )	FY ( )
b. Funds now being Approved		<b>262325</b>		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

## **ADDENDUM TO GRANT AGREEMENT FOR CDBG PROGRAM**

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

**STAFF REPORT  
GENERAL SERVICES COMMITTEE**

**May 7, 2012**

**REVISED June 4, 2012 to include attached MOU between the City and County**

**From: Doug Eastwood, Parks Director**

**RE: SEAL COATING/REPAIRING CENTENNIAL & PRAIRIE TRAILS**

**Decision Point:** Enter into an agreement with POE Asphalt in the amount of \$169,652.48 to seal coat, repair cracks and re-stripe the Centennial Trail and seal coat the Prairie Trail for an amount not to exceed \$24,000.

**History:** The Centennial Trail was built between 1990 and 1995; it was seal coated one time in 2005. The Prairie Trail was built in 2007 and has not been seal coated since it was constructed. Our Centennial Trail management plan recommends seal coating the asphalt trails every 5 or 6 years. Some tree root damage has occurred along the Centennial Trail and the cracks will be repaired during this process. In the early 1990's a Joint Powers Board was created to manage and oversee the Centennial Trail. Three entities make up the Joint Powers Board; Kootenai County, Post Falls and Coeur d'Alene. Each of those entities contributes \$7,500 annually to the Joint Powers for capital improvements on the trail. Those funds are allowed to accrue in order to cover large expenses. Kootenai County holds and manages the funds through their finance department. The Joint Powers funds will be used as part of the match for the state and federal grant. The North Idaho Centennial Trail Foundation was formed around 1990 to also assist with the long term maintenance and capital improvements of the trail. The agencies and the Trail Foundation have been valuable partners in the success of the trail system. Additionally, the staff of each group works well together and meets monthly to review maintenance items on the trail. This monthly meeting also includes the State Parks Department; five miles of the trail travels into their jurisdiction.

**Financial Analysis:**

The funds for the Centennial Trail project will come from the following sources;

Joint Powers:	\$44,652.48
North Idaho Centennial Trail Foundation:	\$7,500.00
RTP (Recreation Trails Grant State/Federal)	<u>\$117,500.00</u>
Total:	\$169,652.48

The Funds for the Prairie Trail project will come from the following source:

North Idaho Centennial Trail Foundation: \$24,000

**Performance Analysis:** The combined effort of the agencies and the trail foundation is to protect and preserve the trail by combining their collective resources to accomplish the task. The other key element is cooperation amongst the agencies staff; county staff offered to prepare and apply for a grant for this project if they could get assistance from Coeur d'Alene to administer the grant and the contract work. Kootenai County Parks and Waterways successfully secured that grant and the Coeur d'Alene Parks Department is prepared to administer the grant and the contract. We will monitor the work and forward payment requests on to the Joint Powers Board for progress payments.

**Decision Point:** Award a contract to POE Asphalt to be administered by the Coeur d'Alene Parks Department which will coordinate work with Kootenai County, Post Falls and Idaho State Parks. And coordinate progress payments with the Joint Powers Board and Kootenai County.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KOOTENAI COUNTY  
AND  
THE CITY OF COEUR D'ALENE  
REGARDING  
THE 2012 CENTENNIAL TRAIL SEAL COAT AND REPAIR PROJECT**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene (Coeur d'Alene), and Kootenai County (the County), and is intended to document the parties' understanding of, and agreement to identify, the responsibilities to be assumed by each party with respect to the administration of the 2012 Centennial Trail Seal Coat and Repair Project (the Project).

**II. RECITALS:**

WHEREAS, the County is a political subdivision of the State of Idaho; and

WHEREAS, Coeur d'Alene is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, Coeur d'Alene and the County agree that the Centennial Trail is in need of extensive repairs and maintenance to extend the expected useful life of the Trail, to avoid the much greater expense of an asphalt overlay of the Trail, and to better protect the safety of persons who use the Trail; and

WHEREAS, the County applied for, and was awarded a grant from the Idaho Department of Parks and Recreation (IDPR), from funds granted to IDPR from the Federal Highway Administration (FHWA), in the amount of \$117,500.00 to perform certain repair and maintenance work on the Centennial Trail from the Washington state line to Higgens Point; and

WHEREAS, the Centennial Trail Joint Powers Board, consisting of elected representatives of Coeur d'Alene, the County, and the City of Post Falls, has authorized a grant match in the amount of \$44,652.48, and the nonprofit Centennial Trail Foundation has authorized an additional grant match in the amount of \$7,500.00; and

WHEREAS, the Centennial Trail Joint Powers Board also authorized Coeur d'Alene to manage the Project in accordance with all applicable federal and state laws and grant administration, accounting, and audit requirements, including procurement of a prime contractor for the Project in accordance with state public works construction and procurement laws; and

WHEREAS, it is the mutual desire of Coeur d'Alene and the County to memorialize their understanding and agreement with respect to the partnership which has been established for the administration of the Project in compliance with applicable federal and state laws and grant administration, accounting, and audit requirements; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

**III. AGREEMENT:**

A. Coeur d'Alene hereby agrees to:

1. Manage the Project in a manner so as to encourage its timely completion and to ensure that the Project is accomplished in a workmanlike manner in accordance with the terms of the Project contract and applicable industry standards.
2. Ensure that the Project is administered in compliance with all applicable federal and state laws and grant administration, accounting, and audit requirements, including, without limitation, compliance with all applicable assurances listed in Appendix "A" to this MOU, which is incorporated by reference herein.
3. Conduct the process for procurement of the prime contractor for the Project, and ensure that such process complies with all applicable state public works construction and procurement laws.
4. Cooperate with the County, the City of Post Falls and IDPR with respect to necessary Trail closures.
5. Request disbursement of payments from the County to the prime contractor for the Project upon approval of such disbursements as provided in the Project contract.
6. Provide the County with proof of compliance with all applicable federal and state laws and grant administration, accounting, and audit requirements, and other Project-related documentation as may be requested by the County.
7. To the extent allowed by law, indemnify and hold the County harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of Coeur d'Alene and its employees, officers and/or agents that the County may suffer arising out of or in connection with this MOU.

8. Cooperate with the County in the defense of any action involving Coeur d'Alene or the County pertaining to the Project.
9. In the event of a change order, the City will address the change with the Joint Powers Board for approval and payment.

B. The County hereby agrees to:

1. Keep all records necessary to demonstrate that the Project has been administered in compliance with all applicable federal and state laws and grant administration, accounting, and audit requirements, and provide the same upon request to Coeur d'Alene, IDPR, FHWA, or any other state or federal agency with jurisdiction over any aspect of the Project.
2. Cooperate with Coeur d'Alene, the City of Post Falls and IDPR with respect to necessary Trail closures.
3. Disburse payments to the prime contractor for the Project upon request and approval of Coeur d'Alene for such disbursements as provided in the Project contract, and obtain payment of grant funds from IDPR for disbursements made.
4. To the extent allowed by law, indemnify and hold Coeur d'Alene harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the County and its employees, officers and/or agents that Coeur d'Alene may suffer arising out of or in connection with this MOU.
5. Cooperate with Coeur d'Alene in the defense of any action involving Coeur d'Alene or the County pertaining to the Project.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement.
3. This MOU shall in no way restrict Coeur d'Alene or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
4. That this MOU shall be in full force and effect beginning on the date of last signature below until both Coeur d'Alene and the County receive written confirmation of final grant closeout from IDPR.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
W. Todd Tondee, Chairman

**ATTEST:**  
CLIFFORD T. HAYES, CLERK

\_\_\_\_\_  
Deputy Clerk

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF COEUR D'ALENE**

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

**ATTEST:**

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

## CONTRACT

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of June, 2012, 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 the "**CITY**", and **Poe Asphalt Paving, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 203 1<sup>st</sup> Street, Lewiston, ID, 8350, with its mailing address of PO Box 449, Lewiston, ID 83501 hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Seal Coat, Repair Cracks, and re-stripe Centennial Trail and Seal Coat the Prairie Trail** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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 complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore 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 City Park Director, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate 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 **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Hundred Sixty-Nine Thousand Six Hundred Fifty-Two and 48/100 Dollars (\$169,652.48)**.

Partial payment shall be made by the end 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 Finance Director.

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 limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) 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.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction 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 hereunder 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.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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 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 in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:  
POE ASPHALT PAVING, INC.**

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

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

Its: \_\_\_\_\_

ATTEST:

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



## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**Date:** May 21, 2012

**From:** Susan Weathers on behalf of Mary Peterson

**Subject:** Request to Allow Dwarf Goats in City Limits

---

**Decision Point:** Does the General Services Committee wish to have staff pursue amending the animal control regulations to allow dwarf goats in the city limits?

**History:** Mary Peterson presented a letter to City Clerk Susan Weathers requesting the City consider allowing dwarf goats inside the city limits of Coeur d'Alene. Her request is being presented to the General Services Committee for your review and consideration.

**Performance Analysis:** This request is being forwarded to the General Services Committee without staff recommendation in order to seek guidance from the General Services Committee as to whether they wish staff to further pursue this request or not.

**Decision Point / Recommendation:** Does the General Services Committee wish to direct staff to further pursue amendments to the animal control regulations to allow dwarf goats in the city limits?



## CITY OF COEUR D'ALENE

MUNICIPAL SERVICES DEPARTMENT  
OFFICE OF THE CITY CLERK

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2231  
FAX (208)769-2388

May 4, 2012

Mary Peterson  
101 N. "A" Street  
Coeur d'Alene, ID 83814

Dear Mary,

I received your request to amend the city laws to allow dwarf goats inside the city limits. Your written request is being forwarded to the General Services Committee for review. They will hear your request on May 21<sup>st</sup> at 12:00 noon in the Library Community Room. At that time, I will ask the Committee if they want City staff to further pursue your request.

The some of the possible options that the General Services Committee may take are to forward their recommendation to the City Council, or they may direct staff to further research the request and return to another General Services Committee meeting, or they may deny the request.

You are invited to attend the meeting on May 21<sup>st</sup> to present your request to the General Services Committee.

If you have any questions, or if I may be of any further assistance, please do not hesitate in contacting me.

Sincerely,

Susan K. Weathers, CMC  
City Clerk

4/29/12

Dear Susan Weathers,

Hello, My name is Mary Petersen; I am a happy Coeur d'Alene citizen, a stay at home mom, a hobby Artist and an Urban Farmer who just unwittingly discovered that ignorance is not really bliss. You see I have just been made aware that I unintentionally broke city code. I, the happy urban farmer, have Nigerian dwarf goats in my yard. Our small goats have a their own little house, a play ground and my family and me who they cuddle and play with on a daily basis. Our goat girls Seraphine, Cherub and Shefa are our family and a vital part of my personal dream of a self-sustainable lifestyle in our Downtown Coeur D'alene home. They are also a cornerstone for my hopes to use my urban farm to gain grants for a future community kitchen – a place where neighbors can get together and share their garden bounty, make a meal, open up and bond. I am writing you this letter today to ask for your help in amending code number 6.15.010 to include dwarf, pygmy and miniature goats into our vocabulary of acceptable companions.

I know huh, weird, why goats? I believe my girls are the super pet! Many other cities agree and have passed measures allowing small goats to be kept within city limits like Seattle, Oakland, Portland to name a few. Why are they so great? Well they love us and we love them, they eat our yard and garden waste and turn it into fabulous gardening gold. When all else fails, and a hard day prevails, their silly antics are always great for a laugh and a light heart. On top of these fabulous reasons they have another WAM! BAM! Thank you Dam gift, Milk, yummy creamy sweet milk. They offer anywhere from a quart to a gallon of fresh quality milk each per day! This means cheese, yogurt, buttermilk, cream and much more-- our girls are a complete dairy aisle! All this and they only measure 17-21 inches tall and less than 40 pounds – smaller than the average dog.

Not only are they smaller than most dogs they also don't bite or bark. They are larger than the common neighborhood cat, but if they were to poop in your garden it would not be odiferous and can actually help your plants to prosper; not to mention without a threat of parasites and worms infecting you or your family like can happen with cat feces. I know the city has discovered the benefits of goats and have used them to help keep and maintain public lands; wouldn't it be nice to use miniature versions to help do the same in our small private yards?

There are less downsides to goats when compared to their carnivorous counterparts the common dog and cat. In fact the only downside I can see is that having small goats is "different" "not normal" or as I would call it "unique"; but aren't we taught that being unique is a good thing? Are we not taught that diversity is a sign of a well-rounded society?

I appreciate that our laws and codes are in place to improve our communities; in-fact, I believe adding small goats to the list of acceptable pets will do just that. Just like a body of water, if there is no movement or change it can become stagnate and putrid; we are entering a time when people are choosing lifestyles that are more in tune with nature and trying to be producers rather than mass consumers. I propose that backyard goats are a healthy sign of this forward motion. After all if we can accept the sound of a lawn mower and leaf blower because our neighbors are maintaining their yards or the sound of a motor boat and the cheering of a baseball frenzied crowd for the sake of entertainment can we not accept the occasional bleat of a tiny goat in the support of a greener lifestyle within our cities? I believe we can and would benefit from doing so. It is my hope that you would agree with me and help me in amending code number 6.15.010 to include dwarf, pygmy and miniature goats into our vocabulary of acceptable companions.

Sincerely,  
Mary Petersen



### About our family and our decision of a urban farm lifestyle

I am a very blessed woman with a loving husband of 13 years, a beautiful 2-year-old daughter and a house to call our forever home. CDA is our forever home! What a comfort! Our first baby was born here and we hope to have another, but this economic ebb has left many without jobs. It is easy to feel the fear of poverty. When that fear tried to creep up on me I shook my green thumb at it! I put on my good Ol American goulashes, apron and gloves – no way man, I've seen this, I know how to beat it: Dirt, water, seeds, goats, chickens, food, laughter and community. My daughter's second word after "Momma" was "Goat"; and every morning the first words she says are "momma goat eat?" Our day revolves around the care and improvement of our backyard homestead. For me it brightens up this recession like fairy lights strung in branches above a picnic table.

Sometimes I am faced with feeling insignificant and small; that the world is corrupt and suffering is inevitable. When those feelings sneak in I remember a simple quote; Mother Teresa said if you want to change the world "go home and love your family." How simple and utterly perfect is that? We cannot change the world but we can change ourselves. I really am not out to change the world, but I am out to make a contribution. I have volunteered in soup kitchens and food closets but find that it is so true that the answer is not the proverbial fish but in the learning to fish. During WWII people across America planted "Victory Gardens" and grew 40% of the nations produce supply within their local communities! I would like to contribute my home lifestyle in this way as an example that sustainable living is possible in an urban setting; after all, most of the jobless do not live on farms or in rural settings. They are here at a rate of as much as one out of every ten households across the nation. In this current economic climate having a platform of food security that is accessible for the common yard-owner is a valuable asset. If you agree with me please help me in amending code number 6.15.010 to include dwarf, pygmy and miniature goats into our vocabulary of acceptable companions -- because they not only fill our hearts, but our plates as well!

I thank you deeply for your consideration and even though it may seem a small issue, with some care, this change could offer a worthwhile contribution to both community moral and our local economy.

Sincerely,  
Mary Petersen



### Facts regarding dwarf goats within city limits

- As urban farming gains popularity many cities like Seattle, Oakland and Portland have already passed measures allowing small goats to be kept within city limits where other cities like Berkley have recognized their potential and never took them off the books
- Dwarf goats are smaller than the average dog. They weigh between 30 and 60 pounds and are between 17 and 21 inches tall.
- Goats are safe animals. There is no known health issue with goats that a human can contract. And they do not bite.
- Dwarf goats are prey animals and typically are quiet unless have a need or are frightened. They also retire with the sun so there is little threat from nighttime disturbance.
- Like most domesticated animals Dwarf goats are happiest near their two legged family
- Dwarf goats do not require a large amount of space if properly feed, cared for and interacted with: The example of a proper pen for 2 goats, as outlined by the 4H Goat resource handbook, is 7-8 ft by 6ft outdoor pen and a stall/shed of 6'x6' which can easily be provided in the common backyard.
- Nigerian goats will eat remnants of a yard/garden, and, as with most ruminant animals, their waste makes excellent compost. This symbiotic relationship helps close the supply/demand loop for a sustainable garden and helps keep green waste out of landfills.
- Breed for their small size and significant milk production Nigerian dwarf goats produce approximately 3 pounds of milk per day with up to 10 percent butterfat (significantly higher than other full sized goats and cows) making it a excellent resource for cheese, butter, cream an other butterfat food products.
- Nigerian dwarf goats milk is excellent for beauty products like soap, lotions etc.
- Supporting urban farmers and low-food-miles foods can help promote local spending which keeps money in our city.
- Dwarf goats can be trained to walk on a leash just as easily as a dog and kiss and cuddle you similar to a cat
- Does (female goats) and weathers (neutered males) do not have a odor. Bucks (intact males) do have musk that some may deem unpleasant. (I personally think a restriction on intact males within city limits is reasonable)
- Goat waste is in the form of small dry pellets the size of a pea or smaller with generally near to no odor.
- Goat urine should be treated like any other household pet and treated with a ph-balancing odor-neutralizing agent. My personal choice is dolomite (barn lye) to help keep the PH of the soil neutral and exterminate any possible odor.
- When owning a Nigerian goat in a urban setting it is important to keep any grains in sealed containers as not to promote unwanted pests.
- Insects can be easily controlled organically with food grade diatomaceous earth, which is also a great soil conditioner for the garden and is so safe it can even be consumed as a mineral.

# LEGALIZING GOATS

[Home](#) [About](#) [Blog](#) [Contact](#) [Goat Care Tips](#) [In the Media](#) [Legalizing Goats](#) [Misc.](#)

It simply does not make sense that most cities prohibit goats but allow dogs, even ones powerful enough to kill people. Goats are generally quiet, docile, don't smell (except for un-neutered males -- and these aren't allowed under Seattle's new pro-goat rules), useful, and generally nice to have around. Until last 2007, the City of Seattle considered goats farm animals. Today, they have been reclassified as small animals, joining the ranks of dogs and cats. Bucks (unneutered males) are not allowed and goats must be disbudded.

I took on the legalization of mini-goats in Seattle not to spearhead a national goat legalization effort, but just to enable me to keep Snowflake and Brownie. Oddly enough, my battle made the headlines and today, people from all over the country write me to ask how to go about legalizing goats in their community. Here are a few tips if you are interested in legalizing goats in goat legalization.

## *The Elvis the Taxi Driver Argument*

When I wrote to Seattle City Council Member Richard Conlin to ask for help so that I could keep my goats despite a Seattle Code that prohibited farm animals, my letter reminded him of another letter he had received years before. There was once a taxi driver who ran his own taxi business and liked to dress as Elvis. This was quite good for his business. Young people would hire him to take them to their prom (so they could be chauffeured by Elvis). Tourists were always happy to drive with Elvis from the airport into town, etc. Sadly, a rival taxi driver turned him in. Turns out, in some Seattle City Code, there was a dress code for taxi drivers and it wasn't broad enough to permit Elvis

attire. The intent of the dress code was to maintain our cities image. At any rate, the poor taxi driver was quite upset. After all, people loved that he dressed like Elvis, so why shouldn't he be able to.

And so it was in the spirit of tolerance, that Seattle City Council Members were able to change the taxi dress code to allow Seattle taxi drivers to wear costumes. Changing the code took little work and made everyone (except for the rival taxi cab drivers).

What does this have to do with goats? Tolerance. Why should cities have rules on their books that keep people from doing what they like when it doesn't bother anyone, even if it what they want to do may seem strange.

I believe that the most effective argument against anti-goat legislation is, "Golly, I just think it would be fun to keep pet goats, milk them, and make cheese. My goats don't bother you do they?" If you begin making environmental and animal rights arguments, some people will just tune you out. With that said, I do think there are valid animal rights and environmental reasons for keeping urban goats in a responsible manner.

Note: One drawback of the Elvis argument is that some people will say, "Doesn't our government have more important things to do than making it legal for taxi drivers to dress up like Elvis." My answer to this is, "Of course government has much more important things to do. However, certainly the larger issues don't mean that the smaller, simpler issues, should be ignored. Smaller issues usually have much simpler solutions. If there's a problem that government can solve easily, they should solve it.

### My favorite argument for goat legalization

#### The Cultural Bias of the Pet/Farm animal distinction

(Note: this isn't actually the most persuasive since it is long and animal rights oriented.)

When I was working on legalizing goats in Seattle I was told by a public official that if I could find a country where people kept goats as pets, we could argue that the farm animal designation was culturally biased. I never did find such a country, but what I did discover was intriguing and made me take a much closer and critical look at how our culture categorizes animals.

In looking for a culture that treats goats as pets, I found out that the Greeks take excellent care of their goats and allow them to wander around villages nibbling here and there. Children play with the young kids, sometimes even dressing them as they would a doll. And then, Easter comes around and they eat the goat! The same seems to hold true in Africa, where people love their goats and then eat them. When researching the history of pet keeping, I found that in in America, "Depending on the tribe, Native American dogs were sources of muscle power pulling travois and sleds, representatives of cosmic forces that were sometimes sacrificed in religious ceremonies, fellow hunters, livestock herders, sources of protein, playmates for children and beloved companions." *Pets in America*, by Katherine Grier.

At first, this eating of pets horrified me, but I then came to the conclusion that the modern American view towards what animals are okay to eat is perhaps more horrific. We have dogs and cats who we treat well and have laws to protect. These animals serve no purpose and are purely companions. Then, we have farm animals which the farming industry treats in a systematically horrible fashion. Because they are raised to be eaten, never named, never loved, and always treated as a commodity and not as a fellow creature, we deem eating these "farm animals" as okay. We also make sure, as does the factory farming industry, that we never come face to face with these animals in any form

until they are shrink wrapped beyond recognition at the grocery store. So, which is worse -- to treat an animal with kindness and to then to eat it or to let others treat an animal horribly, shut our eyes to the abuse, and then eat it. While I would not promote eating a dog, I think it is better to keep pet chickens and then eat them than to buy chickens at the grocery store. While the Greeks and African's practice of eating pet goats may seem heartless to us, our system is in fact far more so. Our system is also relatively new.

The word pet did not even come into the English language until the early 1500's and then it was used to describe "an indulged or spoiled child; any person indulged or treated as a favorite." By the mid-sixteenth century, "pet" included animals "domesticated or tamed and kept for pleasure or companionship." The term was especially applied to orphan lambs that required raising by hand. It morphed into a verb, meaning to fondle an animal, and by the early 1600s, although it did not become slang for sexual foreplay until the early 1900s. Noah Webster's American Dictionary of the English Language of 1828 also defined "pet" as a "lamb brought up by hand," or "any little animal fondled and indulged"; as a verb it meant "to treat as a pet; to fondle; to indulge." *Pets in America, A History*, by Katherine Grier

I think humans have a natural affinity for other animals. For tens of thousands of years, people lived with animals. Animals always served a purpose. Virtually all dogs (perhaps with the exception of the pug) were bred to serve some purpose -- retrieving, hunting, sled pulling, guarding, ratting. Cats too served a purpose. They took care of rats and mice. However, with the industrial revolution, people moved off the farm, farming became industrial, and your average person no longer needs to keep an animal since they can buy meat, eggs, and milk so cheaply at the grocery store. Still, though, people seem to be hard wired to want to be around animals. Because dogs and cats are so sociable, they have become companion animals and companion animals only. Other animals, those whose purpose is to be or make food, are sadly, less fortunate.

In Katherine Grier's Book, *Pets in America, A History*, she writes, "pet keeping is the only one-on-one relationship with animals left to most of us, and I wonder what the long term impact of this enhanced recognition of animals as individuals will eventually be on the treatment of millions of invisible animals whose lives support our own." p. 17.

I would argue that pet keeping is not serving this purpose since many Americans have created in their minds a distinction between farm animal and pet. It is okay to buy factory farmed meat from the grocery store because that animal was never a pet -- it was simply the animal version of a commodity.

Like the concept of pet, this concept of an animal -- that of a commodity, is also new. Stockyards such as those described in Upton Sinclair's, *The Jungle*, sprang up in the early part of the 1900's. Today, factory farmed animals are hidden from view in gigantic buildings far from population centers. With capitalism allowed to run amuck, the animals within are abused for profit and production. Modern farming has lost the picturesque quality it once had in the days of James Herriot when farmers named, not numbered their animals.

Fred Brown, in his PhD dissertation, *Cows in the Commons, Dogs on the Lawn: A History of Animals in Seattle*, provides a fascinating case study of the gradual banning of cows from the city of Seattle. In 1891, cows were part of Seattle life. Women and children herded them among public spaces and vacant lots. Keeping cows in the city was

the norm up until 1900. A random survey of tax records of households from north Seattle neighborhoods indicated that 38% of families kept a cow and an additional 14% kept two or more cows. (To read Fred Brown's dissertation, visit the website: <http://www.cowsinthecommons.com>)

This mixing of urban and domestic farm animals soon came under attack. As developers worked to sell their newly defined parcels of land, they became frustrated with the wandering cows. They believed that cows suggested backwardness and diminished their land value. They petitioned city hall to ban them, arguing that they were spreading disease and were a danger to children.

The campaign against cows achieved its first success in 1873 when the city council voted to ban bulls from the urban core. In 1874, the ban was expanded to include "unruly cows." Well-behaved dairy cows were left undisturbed until 1884 when a cow-free zone was established and cows were prohibited from anywhere within ten blocks of the urban downtown core.

Sadly, many of the people who kept cows were widowed and divorced women who relied on the cows for their livelihood. These people had little political clout compared to real estate developers, and so the cow-free zone expanded each year. By 1907, only the sparsely populated peninsula of Magnolia remained cow tolerant. Thus, in a period of only seven years, from 1900 to 1907, Seattle turned from one where most people had cows to one where cow-owners were outlaws.

Certainly, the relationship between cow, goat, and chicken with man has changed and I would argue it has changed for the worse. Modern factory farming of animals is cruel and evidence suggests that the eggs, milk and meat from these factory farmed animals has less nutritional value and is more prone to contamination than eggs, milk and meat from small scale, sustainable farms. Does this mean it's time to let cows run loose in our cities?

Probably not. Cows are just too big. However, why not let people with yards keep dairy goat does or wethers. They are not smelly. Their poop is a valuable fertilizer. They eat invasive plants and make delicious milk. They are not noisy and do not attack people. Certainly, any escapes might be problematic, but there could be rules about this with a series of citations that would allow the banishing of goats whose owners could not keep them reined in.

When goats are legalized, people are able to opt out of our food production system run afool. Plus, people seem to enjoy seeing goats. At my local farmers market, when the usual chef didn't show up in for the scheduled cooking demonstration, I was called in with my goats to take her place. The next week, the Market Management stall was bombarded with the question, "Where are the goats today." People loved visiting with them. Children love handling them. So, let's go back roll back the industrialization of farm animals and welcome them back into the lives of the average American. Let's start with goats and make it legal to keep them in suburban and urban areas as pets AND farm animals. Why can't a modern goat be both!

### Facts regarding dwarf goats within city limits

- As urban farming gains popularity many cities like Seattle, Oakland and Portland have already passed measures allowing small goats to be kept within city limits where other cities like Berkley have recognized their potential and never took them off the books
- Dwarf goats are smaller than the average dog. They weigh between 30 and 60 pounds and are between 17 and 21 inches tall.
- Goats are safe animals. There is no known health issue with goats that a human can contract. And they do not bite.
- Dwarf goats are prey animals and typically are quiet unless have a need or are frightened. They also retire with the sun so there is little threat from nighttime disturbance.
- Like most domesticated animals Dwarf goats are happiest near their two legged family
- Dwarf goats do not require a large amount of space if properly feed, cared for and interacted with: The example of a proper pen for 2 goats, as outlined by the 4H Goat resource handbook, is 7-8 ft by 6ft outdoor pen and a stall/shed of 6'x6' which can easily be provided in the common backyard.
- Nigerian goats will eat remnants of a yard/garden, and, as with most ruminant animals, their waste makes excellent compost. This symbiotic relationship helps close the supply/demand loop for a sustainable garden and helps keep green waste out of landfills.
- Breed for their small size and significant milk production Nigerian dwarf goats produce approximately 3 pounds of milk per day with up to 10 percent butterfat (significantly higher than other full sized goats and cows) making it a excellent resource for cheese, butter, cream an other butterfat food products.
- Nigerian dwarf goats milk is excellent for beauty products like soap, lotions etc.
- Supporting urban farmers and low-food-miles foods can help promote local spending which keeps money in our city.
- Dwarf goats can be trained to walk on a leash just as easily as a dog and kiss and cuddle you similar to a cat
- Does (female goats) and weathers (neutered males) do not have a odor. Bucks (intact males) do have musk that some may deem unpleasant. (I personally think a restriction on intact males within city limits is reasonable)
- Goat waste is in the form of small dry pellets the size of a pea or smaller with generally near to no odor.
- Goat urine should be treated like any other household pet and treated with a ph-balancing odor-neutralizing agent. My personal choice is dolomite (barn lye) to help keep the PH of the soil neutral and exterminate any possible odor.
- When owning a Nigerian goat in a urban setting it is important to keep any grains in sealed containers as not to promote unwanted pests.
- Insects can be easily controlled organically with food grade diatomaceous earth, which is also a great soil conditioner for the garden and is so safe it can even be consumed as a mineral.

June 11, 2012  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Ron Edinger, Acting Chairperson  
Steve Adams

**COMMITTEE MEMBERS ABSENT**

Mike Kennedy, Chairperson

**CITIZENS PRESENT**

Mary, Nathan & Lily Peterson  
Nick Snyder, Kootenai County

**STAFF PRESENT**

Susan Weathers, City Clerk  
Doug Eastwood, Parks Director  
Capt. Steve Childers  
Lt. Bill McLeod  
Jon Ingalls, Deputy City Administrator  
Susan Weathers, City Clerk  
Troy Tymesen, Finance Director  
Juanita Knight, Senior Legal Assistant  
Warren Wilson, Chief Deputy City Attorney

**Item 1. Citizen Request / Allowing Dwarf Goats in the City Limits.  
(Consent Calendar)**

Susan Weathers brought forward a citizen request to allow dwarf goats in the city limits. Mary Peterson provided a video presentation to further define her request to keep her families dwarf goats within the city limits. She noted that dwarf goats grow to 16-21" tall, are beloved pets, and help to promote greener living.

Councilman Edinger asked Mrs. Peterson what her neighbors think about the goats. Mrs. Peterson said she believes that a majority of them are just fine with them. One neighbor had been fine until they recently received a complaint about their dog barking. The neighbor is now claiming the dog barks because of her goats. Mrs. Peterson stated the other neighbor has pretty much bullied them since they moved into their home.

Councilman Adams said he is big on personal property rights and the wholesome lifestyle. However, he is not ready to be the first Councilman to vote to allow goats in the city limits. He believe goats are still a farm animal. He stated that he is unable to support this request at this time.

Nathan Peterson expressed that he can hear barking dogs all over his neighborhood and finds neighboring cats feces in his yard. Mrs. Peterson said the goats are quieter than dogs, do not smell, and their droppings are used as fertilizer.

**MOTION: by Councilman Adams seconded by Councilman Edinger that Council deny the request to allow dwarf goats in the city limits.**

**Item 2. Memorandum of Understanding / 2012 Centennial Trail Seal Coat & Repair Project.  
(Consent Resolution No. 12-022)**

Doug Eastwood, Parks Director, said this item came before the City Council in May. At that time Kootenai County had questions and requested the item be pulled for further review. A MOU has now been agreed upon. Mr. Eastwood explained that the City works with Kootenai County Parks and Water Ways, the City of Post Falls, and Idaho State Parks. All entities have jurisdiction of the 23 miles of the Centennial Trail. Kootenai County offered to solicit for a grant to seal coat the trail and do some patch repair. They asked if one of the other entities would assist with the administration of the grant and oversight of the project, which the City of Coeur d'Alene volunteered. Kootenai County was successful in their grant application. The project went to bid and POE Asphalt was low responsive bidder. Council is now being asked to award the bid and approve an

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 5/16/12  
Department Name / Employee Name / Date  
Request made by: Diane Starr 352-527-8562  
Name / Phone  
4601 North Capistrano hoop Beverly Hills FLA 34465  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 423, 424, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. 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\* Daughter

\*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.

Vernie L. Jones  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

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

RDE 5/15/12  
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] 6-11-12  
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 6-13-12  
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.

DATE: JUNE 13, 2012  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JULY 17, 2012

---

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-2-12	Proposed annexation from County Light Industrial to C-17 Applicant: City of Coeur d'Alene Location: N. side of Seltice Way W. of the newly constructed Mill River Seniors Facility	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **JULY 17, 2012.**

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

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

[Office Use Only] Amt Pd \$ 12.50  
 Rec No 609987  
 Date 06-13-2012  
 Date to City Council: 6-19-2012  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service July 2012

**Check the ONE box that applies:**

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

#66.64 if draft added

Business Name	<i>DBA</i> EAT N TREAT, LLC <i>Valentino's Take N Bake Pizza</i>
Business Mailing Address	<i>PO Box 1902</i>
City, State, Zip	<i>Coeur d'Alene ID 83816</i>
Business Physical Address	<i>219 W Canfield Ave</i>
City, State, Zip	<i>Coeur d'Alene Id 83815</i>
Business Contact	<i>Bob Hamilton</i> Business Telephone: <i>208 772 0220</i> Fax: <i>208 676 0615</i>
License Applicant	<i>Lorna Hamilton</i>
If Corporation, partnership, LLC etc. List all members/officers	<i>Lorna Hamilton, general manager</i>

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

June 11, 2012  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Ron Edinger, Acting Chairperson  
Steve Adams

**COMMITTEE MEMBERS ABSENT**

Mike Kennedy, Chairperson

**CITIZENS PRESENT**

Mary, Nathan & Lily Peterson  
Nick Snyder, Kootenai County

**STAFF PRESENT**

Susan Weathers, City Clerk  
Doug Eastwood, Parks Director  
Capt. Steve Childers  
Lt. Bill McLeod  
Jon Ingalls, Deputy City Administrator  
Susan Weathers, City Clerk  
Troy Tymesen, Finance Director  
Juanita Knight, Senior Legal Assistant  
Warren Wilson, Chief Deputy City Attorney

**Item 1. Citizen Request / Allowing Dwarf Goats in the City Limits.  
(Consent Calendar)**

Susan Weathers brought forward a citizen request to allow dwarf goats in the city limits. Mary Peterson provided a video presentation to further define her request to keep her families dwarf goats within the city limits. She noted that dwarf goats grow to 16-21" tall, are beloved pets, and help to promote greener living.

Councilman Edinger asked Mrs. Peterson what her neighbors think about the goats. Mrs. Peterson said she believes that a majority of them are just fine with them. One neighbor had been fine until they recently received a complaint about their dog barking. The neighbor is now claiming the dog barks because of her goats. Mrs. Peterson stated the other neighbor has pretty much bullied them since they moved into their home.

Councilman Adams said he is big on personal property rights and the wholesome lifestyle. However, he is not ready to be the first Councilman to vote to allow goats in the city limits. He believe goats are still a farm animal. He stated that he is unable to support this request at this time.

Nathan Peterson expressed that he can hear barking dogs all over his neighborhood and finds neighboring cats feces in his yard. Mrs. Peterson said the goats are quieter than dogs, do not smell, and their droppings are used as fertilizer.

**MOTION: by Councilman Adams seconded by Councilman Edinger that Council deny the request to allow dwarf goats in the city limits.**

**Item 2. Memorandum of Understanding / 2012 Centennial Trail Seal Coat & Repair Project.  
(Consent Resolution No. 12-022)**

Doug Eastwood, Parks Director, said this item came before the City Council in May. At that time Kootenai County had questions and requested the item be pulled for further review. A MOU has now been agreed upon. Mr. Eastwood explained that the City works with Kootenai County Parks and Water Ways, the City of Post Falls, and Idaho State Parks. All entities have jurisdiction of the 23 miles of the Centennial Trail. Kootenai County offered to solicit for a grant to seal coat the trail and do some patch repair. They asked if one of the other entities would assist with the administration of the grant and oversight of the project, which the City of Coeur d'Alene volunteered. Kootenai County was successful in their grant application. The project went to bid and POE Asphalt was low responsive bidder. Council is now being asked to award the bid and approve an

agreement with POE Asphalt in the amount of \$169,652.48 to seal coat, repair cracks, and re-stripe the Centennial Trail. In addition, they plan to piggy back on that project to seal coat the Prairie Trail for an amount not to exceed \$24,000. The Prairie Trail is privately owned by the Centennial Trail Foundation and will pay 100% of the \$24,000. The project is expected to be completed in the next 60 days.

**MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 12-022 awarding a contract to POE Asphalt to be administered by the Coeur d'Alene Parks Department which will coordinate work with Kootenai County, Post Falls, and Idaho State Parks and coordinate progress payments with the Joint Powers Board and Kootenai County.**

**Item 3. Naming Policy & Guidelines / Parks, Memorials, Land Donations, etc.  
(Resolution No. 12-023)**

Doug Eastwood, Parks Director, said this idea has been on the radar screen for a long time. It is noted in Mr. Eastwood's staff report that the Parks Department has received numerous requests to re-name a park or playfield after an individual. The City has many, many citizens worthy of such an honor. However the reality is that we do not have the space or parkland inventory to re-name parks or facilities after the many worthy individuals. In 1996 the Parks & Recreation Commission consensus was to not name parks or playfields after individuals. In 2001, the Parks & Recreation Commission established the 'Rock of Fame' monument and created criteria to have a name engraved on the monument. In 2010 the Parks & Recreation Commission formed a sub-committee to draft a city policy. It was further noted in the staff report that the City does not budget funds for re-naming parks or facilities. Park signs and identification signs are numerous and the time and material to replace signs can get quite expensive. There is also the cost of re-writing and re-printing maps, brochures and other media or advertising of a park or park event. Funds can be generated with appropriate application of naming and sponsorships. The Panhandle Parks Foundation may also be a resource to help facilitate the proposed policy assisting the Parks Department and the Foundation with fund raising opportunities.

Mr. Eastwood noted that when the economy fell around 2007 a lot of communities started to embrace this process from local entities all the way up to the federal level. When a donation is made the naming does not go on into perpetuity but is more like a lease agreement. As an example, at the end of 5 years, a donor would be called to see if they want to renew. If the answer is no, it will be offered to someone else.

Councilman Edinger asked how it will be handled if someone donates money and wants a bench, scoreboard, bleachers, etc. named after someone. Mr. Eastwood noted that most of these items have a shelf life. Once a bench is wore out, say in 10 to 15 years, the bench would be replaced with a new donation opportunity. The same would be for a scoreboard. Additionally, the scoreboard will be digital which will allow for purchasing 'time' on the board. Names on facilities, like a sports complex, would be over a certain period of time, say 5 or 10 years, depending on the donation.

Councilman Edinger asked if naming a park, much like naming the G.O. Phippeny park after the superintendent of schools, is still a possibility? He noted that for years it has been talked about naming a park or field after Red Halpern, former City Parks and Recreation director for over 30 years. Mr. Eastwood said that type of request would be taken up on a case by case basis.

Councilman Edinger question who would be making the decisions in regard to the donations. Mr. Eastwood noted from the Policy that *All nonmonetary donations with a current value greater than \$25.00 and less*

*than \$5,000 must be approved by the Parks & Recreation Commission. All nonmonetary donations with value of \$5,000 or more must be approved by the City Council.*

**MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 12-023 adopting a Policy for naming parks, requests for memorials, sponsorships, and gift donations of land and / or amenities.**

The meeting adjourned at 12:30 p.m.

Respectfully submitted,

*Juanita Knight*

Recording Secretary

## STAFF REPORT

May 19, 2012

**From:** Doug Eastwood, Parks Director

**SUBJECT:** NAMING – MEMORIAL - SPONSORHIP – GIFTS

**DECISION POINT:** Recommend to the City Council to adopt a policy for naming parks, requests for memorials, sponsorships, and gift donations of land and/or amenities.

**HISTORY:** The Parks Department has received numerous requests to re-name a park or playfield after an individual. The City of Coeur d'Alene has many, many citizens worthy of such an honor. However the reality is that we do not have the space or parkland inventory to re-name parks or facilities after the many worthy individuals. In 1996 the Parks & Recreation Commission consensus was to not name parks or playfields after individuals. In 2001, the Parks & Recreation Commission established the 'Rock of Fame' monument and created criteria to have a name engraved on the monument. In 2010 the Parks & Recreation Commission formed a sub-committee to draft a city policy. (Attached)

**FINANCIAL ANALYSIS:** The city does not budget funds for re-naming parks or facilities. Park signs and identification signs are numerous and the time and material to replace signs can get quite expensive. There is also the cost of re-writing and re-printing maps, brochures and other media or advertising of a park or park event. Funds can be generated with appropriate application of naming and sponsorships and the attached report by the Parks & Recreation sub-committee serves as a guideline for that purpose. The Panhandle Parks Foundation may also be a resource to help facilitate the proposed policy assisting the Parks Department and the Foundation with fund raising opportunities.

**PERFORMANCE ANALYSIS:** Parks are generally named for a geographic location, historical significance or something that ties it to the community into perpetuity. The Parks & Recreation Commission consensus for memorials was to create a space in the Four Corners Master Plan that would house the Rock of Fame, provide an 'Honor' wall for those that have made contributions to the Parks System including memorializing and possibly have a 'Workers Memorial' included with the above in a gathering, or garden, type setting. It is important to note that most of our parks have been acquired and/or developed with the assistance of LWCF. One of the requirements is that the parks shall always be retained and used for public outdoor recreation. A gathering/ garden type memorial may not fit that definition. A gathering place/memorial/honorarium site can be placed outside the LWCF boundaries and be within the Four Corners master plan as mentioned above.

**QUALITY OF LIFE:** Coeur d'Alene has many citizens that have contributed monetarily and have given much of their time to the benefit and promotion of the parks. Recognizing those folks is a good thing to do and creating the gathering area for such recognition may be the best solution at this time.

**DECISION POINT:** Adopt the attached Naming/Memorial/Sponsorship/Gift Policy.

RESOLUTION NO. 12-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES AND GUIDELINES TO ESTABLISH CRITERIA FOR PLACEMENT OF MEMORIALS AND NAMING CITY PROPERTY, PARKS, AND FACILITIES.

WHEREAS, the need for citywide policies regarding placement of memorials and naming city property, parks, and facilities has been deemed necessary by the Parks and Recreation Commission; and

WHEREAS, the Parks and Recreation Commission has proposed policies regarding these issues, and the same were discussed at the General Services Committee meeting on June 11, 2012; and

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

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

DATED this 19<sup>th</sup> day of June, 2012

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

ATTEST:

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

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

ROLL CALL:

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

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

# CITY OF COEUR D'ALENE

## Naming Policy & Guideline

### **Purpose:**

The purpose of these policies and guidelines is to establish criteria for placement of memorials and naming city property, parks, and facilities.

### **Definitions:**

1. "City Property" means a parcel of land, building, or improvement owned and operated by the City of Coeur d'Alene for public purposes.
2. "Park" means a parcel of land owned and operated by the City of Coeur d'Alene for park and recreation purposes.
3. "Facility" means a building or structure located on city property, including but not limited to libraries, office buildings, utility buildings, recreation centers, community centers, plazas, decorative or water play fountains, gardens, gazebos (picnic shelters), bridges, playgrounds, sports fields or structures used for specific sports such as tennis courts, basketball courts, and skateparks.
4. "Amenity" means a smaller feature located within a larger city property, park, or facility, including but not limited to rocks, commemorative bricks, benches, picnic tables, conference rooms, drinking fountains, bike racks, or vegetation.
5. "Land Trust" means any land donated to the Panhandle Parks Foundation and held in trust for the City of Coeur d'Alene. Land can be donated directly to the City of Coeur d'Alene but it is the city's preference to have land donated to the Parks Foundation and held in trust.
6. "Trust Fund" means any monies donated to the Panhandle Parks Foundation to be held in trust for the City of Coeur d'Alene until such time that the city is ready to use the funds for the agreed upon purpose. Funds can be donated directly to the City Parks Department and held in a capital improvement line item for the intended purpose. This is an option for the donor.

### **Naming of City Properties, Parks, and Facilities**

1. Consideration is given to the following in naming city properties, parks, or facilities;
  - a) Historical or cultural significance;
  - b) Neighborhood or geographical identifiers;
  - c) A historical figure or an individual or family or organization that has made a significant land, monetary, or service contribution to the acquisition of the property for the park system. City property, parks, and facilities shall not be named for living persons.

- d) Natural characteristics, including flora and fauna that are characteristic of the Coeur d'Alene area.
2. All requests to name a city property, park, or facility shall be made in writing to the Parks Director.
3. Requests to name a city property, park, or facility shall be evaluated by the Parks and Recreation Commission (PRC), upon staff recommendation. The PRC may make a recommendation to City Council for approval of the name. A denial by the PRC may be appealed to City Council. The decision of City Council is final.
4. Generally, the naming of a city property, park, or facility shall occur before or during development.
5. For purposes of evaluation and recommendation, the naming of a city property, park, or facility shall be divided into two categories:
  - a. Service and Non-Monetary Contribution. The PRC may consider naming a city property, park, or facility to honor a deceased person in recognition of that person's extraordinary volunteerism, employment, leadership, or similar service or non-monetary contributions promoting parks and recreation in the City of Coeur d'Alene that is related to the city property, park, or facility. The applicant should submit a letter providing a summary and examples of the significant contributions to the mission and purpose of parks and recreation in Coeur d'Alene, with supporting documentation such as newspaper clippings, letters of support, or other relevant information.
  - b. Financial Contributions. The PRC may consider naming a city property, park, or facility for an individual, family, organization or business that has given or offered to give an appropriate and significant financial contribution to acquire, construct or otherwise enhance a city property, park, or facility. A significant contribution means a land donation, cost of the acquisition, construction or improvement of the city property, park, amenity, or facility requested for naming.
6. The City of Coeur d'Alene intends that the name on city property, a park, or facility be a permanent designation. Only under extreme or extraordinary circumstances shall facilities be renamed.
7. Costs of established memorial programs are reviewed annually according to the Department's fee policy. Cost is based on original purchase price, installation, with a percentage deposited into a contingency account for maintenance, repair, and/or replacement.

### **Memorial Request Process:**

1. The City of Coeur d'Alene Parks & Recreation Commission is proposing to establish, in the Four Corners area, a memorial gathering place. It is encouraged that all memorial requests be directed to this area and not within the parks proper. This gathering place is

proposed to memorialize individuals at the request of family and/or loved ones. The gathering place would also include a memorial for all workers in the state of Idaho that have died in the line of duty. The City's Rock of Fame which recognizes our volunteers will also be incorporated into the site and an honor wall will be included to recognize individuals within the community that have made significant contributions of themselves and/or donations that enhanced the community.

2. The parks are dedicated for public outdoor recreation and a conflict of use may arise by 'privatizing' an area or site for memorial purposes. Other conflicts may arise in the event that a memorialized site is changed or relocated. In order to avoid conflicts, the centralized memorial and recognition site is encouraged instead of memorials throughout the parks.
3. All requests to place memorials within the designated site shall be submitted in writing to the Parks Director.
4. Requests shall be initially evaluated by staff who will forward a recommendation to the PRC for review. The PRC may forward a recommendation to City Council for approval, or issue a denial, which can be appealed to the City Council. The decision of the City Council is final.
5. All costs for memorial recognition with the gathering area will be the responsibility of the person making the request. Staff-time to coordinate the memorial and minor levels of effort to assist with design and installation may be borne by the City.
6. Whether the requesting party agrees and understands that all memorials become the property of the city, and the city shall not be required to replace any memorial or portion of a memorial that is vandalized, damaged or stolen. The requesting party must also agree that the memorial may be removed, at the city's discretion.
  - a) Some park amenities such as trees, pickets, Give your dog a Bone, and benches can have memorial signs with the understanding that this may only be temporary and complies with #4 above.

## Gifts

1. If a specific site is recommended for placement of the donated or loaned work or exhibition of private art on public property, the Arts Commission will review the proposed site. The site will also need to be approved by appropriate city departments (Parks, City Engineers and Recreation). If a site has not been proposed, the Arts Commission will work with the applicant to identify an appropriate location for the work of art or exhibition.
2. Deposit of monies:

The Parks Director is hereby authorized to accept on behalf of the Parks Department all monetary donations to the city parks. All donations accepted by the Director shall be deposited into the Parks Capital Improvement Fund. This program has established a fund for the collection of monetary donations.

3. Specific use requested by donor:

In the event a donor has indicated a desired use of the donation by the city, such donation shall, to the extent reasonably feasible, be assigned to a project consistent with the donor's desired use.

4. Acceptance of non-monetary donations:

All nonmonetary donations with a current value greater than \$25.00 and less than \$5,000.00 must be approved by the Parks & Recreation Commission. All nonmonetary donations with value of \$5,000.00 or more must be approved by the City Council.

The Parks Director may approve in-kind donations supporting budgeted projects provided that:

- a) Anyone interested in making a donation to the park system, is to contact the Parks Department.
- b) All land/property donors are encouraged to meet & work with the Panhandle Parks Foundation.
- c) All other donations will be handled administratively unless the value of the donation is greater than \$ 5,000, which case the proposal is submitted to the Parks and Recreation Commission with a recommendation to the city council for approval.
- d) Gifts of land, from private individuals, for-profit corporations, not-for-profit organizations and public entities will be accepted when City ownership will further the objectives of the City as identified in the park and open space evaluation and acquisition procedures and current Comprehensive Parks, Open Space, Trails and Art Plan. Private Land donations are encouraged to go through the Panhandle Parks Foundation.
- e) Acceptance of gift and park improvement proposals, other than land, will be considered from private individuals, for-profit corporations, not-for-profit organizations and public entities which:
  - i. To facilitate publicly and privately funded park improvement proposals and encourage public and private gifts, bequests, and such contributions that enhance, beautify, improve, supplant, support or otherwise benefit the Parks and Recreation system.
  - ii. To accept only those gifts, park improvements and donor recognition objects that are consistent with the mission, policies, park property restrictions, park master plans and most current Comprehensive Parks, Recreation, Open Space, Trails and Art Plan of the City of Coeur d'Alene Parks Department and the mission and policies of its assigned advisory boards and commissions.
  - iii. To accept only those gifts, park improvements and donor recognition objects given with the full understanding that they become property of the City and are

subject to the laws, policies and procedures that govern the Parks Department and its assigned advisory boards and commissions.

- iv. In the event of a donation of personal property which could require future maintenance or repair, the Parks Department Director should first assess all related future costs and submit the assessment of expenses to the Parks & Recreation Commission for approval prior to acceptance of the donation. In addition, if a conditioned donation could have long-term impacts, such as significant operations and maintenance or capital costs, the Parks Director shall consult with the City Council Prior to accepting the donation.
- v. **Donations of Art Work.** Determination whether to accept art work proposed for donation to the city for permanent or long-term (exceeding one year) public display shall be made by the Parks and Recreation Commission with recommendation to the City Council.
- vi. The City is not obligated to replace if the gift or park improvement is stolen, vandalized, worn out, irreparably damaged or destroyed.
- vii. To strongly discourage gift and park improvement proposals that, in the judgment of the Parks Director, are incompatible with the park location, other park uses or users.
- viii. To strongly discourage gift, park improvement and donor recognition object proposals that are memorial in nature, to emphasize that the park system exists to meet the varied recreational, social, wellness and educational needs of park users.
- ix. To limit, as much as possible, plaques and visible recognition objects to areas of a park recognized as 'built' environments, i.e., benches, picnic tables, water fountains, buildings, play areas, ball fields, tennis courts, etc.
- x. To limit, as much as possible, the number of donor recognition projects that involve decorative tiles, pavers, and artwork that require mounting on walls, concrete, or any other surface that enhances the 'gray' and detracts from the 'green' characteristics of our parks.

## **NAMING/MEMORIAL/SPONSORSHIP/GIFTS POLICY**

Commissioner Cranston read the staff report. Doug feels involving the Panhandle Parks Foundation would work well for the fundraising. Doug suggested that the commission meet with the foundation regularly at their workshops. Commissioner McDowell stated that the foundation is helpful due to the tax deductible option on donations. Commissioner Cranston added that this document gives us guidance on how to apply in the parks system. Commissioner Patzer thanked the sub-committee for all their hard work on this document, including John Bruning. He added that multiple cities were looked at throughout the Pacific Northwest and this document allows lots of options.

There being no further discussion Commissioner Tate made the motion to recommend to General Services the attached Naming/Memorial/Sponsorship/Gifts Policy. Commissioner Kennedy seconded the motion. No discussion, all were in favor. Motion passed.

OTHER BUSINESS

RESOLUTION NO. 12-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH RIVER'S EDGE APARTMENT, LLC

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and River's Edge Apartment, LLC, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "A" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the city enter into an Annexation Agreement with River's Edge Apartment, LLC in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19<sup>th</sup> day of June, 2012.

---

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 GOOKIN Voted \_\_\_\_\_

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

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

## ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 19<sup>th</sup> day of June, 2012, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **River's Edge Apartments, LLC**, 1402 E. Magnesium Road, Suite 202, Spokane, WA 99217, hereinafter referred to as the "Owner".

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits that Owner wishes to develop, and the Owner have applied for annexation to the City. The property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

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

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

### ARTICLE I: LEGAL DESCRIPTION

1.1. Legal Descriptions: The Property to be annexed is an approximately 2.55 acre located at the northwest end of Bellerive Lane (a private street in the Riverstone West Development) and is more particularly described in Exhibit "A".

### ARTICLE II: STANDARDS

2.1. Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of construction drawings approval. As such, the Owner waives any right the Owner may have regarding what, construction laws, standards, policies and procedures apply to public improvements on the Property.

### ARTICLE III. UTILITIES

3.1. Water and Sewer: The Owner agrees to use the City's domestic water and sanitary sewer systems for this Property. Specific requirements for water and sanitary sewer are addressed below at sections 3.6 and 3.7.

3.2. Garbage Collection: The Owner agrees to use the garbage collection service in effect within the City of Coeur d'Alene for this Property following the termination date of any existing garbage collection agreements currently in place for the Property. The City will identify the garbage collection service to be used.

3.3. Maintenance of Private Sanitary Sewer and Water Lines: The City is not responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, serving the Owner's Property.

3.4. Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

3.6. Public Sewer: The Owner agrees to extend the existing sanitary sewer line from its current terminus at the eastern edge of the property in Bellerive Lane to the northwestern edge of the Property in order to fulfill the City's "To and Through" policy. A public utility easement that meets City standards must be recorded, in favor of the City, prior to connection to the sanitary sewer system. Additionally, the Owner agrees to place and maintain an all-weather surface over the sanitary sewer extension in order to allow for maintenance of the extension by the City. Additionally, if the Owner intends to develop more than one single family residence on each of the existing lots on the Property, an engineering study of the capacity in the Riverside Lift Station will be required, at the Owner's expense, to determine if there is sufficient capacity in the lift station to serve the intended development. Any upgrades or changes to the lift station or sewer lines necessary to service the Property will be provided at the Owner's expense.

3.7. Public Water: The Owner agrees to extend the existing twelve inch (12") water main located in Bellerive Lane for the entire length of the Property to meet the "To and Through" policy. A public utility easement that meets City standards must be recorded, in favor of the City, prior to connection to the water system. Additionally, the Owner agrees to place and maintain an all-weather surface over the water extension in order to allow for maintenance of the extension by the City. The Owner also acknowledges that water service to the Property is functionally a dead end line. As such, the Owner will complete, at its own expense, an engineering study to determine if there is adequate water to meet City requirements for domestic water service and fire flows to support development of the existing lots on the Property. All necessary upgrades, including any looping, will be at the Owner's expense.

#### ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of Public Improvements: The Owner agrees that prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall, in accordance with City Code, submit plans for approval and construct and install all public improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no

obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

#### ARTICLE V: FIRE ACCESS

5.1. Development of Second Access: The Owner acknowledges that the City has adopted the International Fire Code, which requires two (2) points of ingress and egress when Thirty (30) or more residences are served by one street. Owner agrees that to meet this requirement, it will only develop four (4) residences on the existing lots on the Property before constructing a second ingress/egress for the Property.

#### ARTICLE VI: FEES

6.1. Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Eight Thousand Two Hundred and Fifty Dollars and no/100 (\$8,250.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per existing lot on the Property). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due before the execution of this agreement.

6.2. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

6.3. Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

6.4. The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Three Hundred and No/100 Dollars (\$300.00).

## ARTICLE VII. MISCELLANEOUS

7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Article I, Section 1, or develop the Property in any manner other than utilizing the existing lots in their current configuration, that a plat may be necessary. Owner agrees that in the event a plat is necessary, it will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division or development.

7.2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from Owner's, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

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

7.4. Time is of the Essence: Time is of the essence in this agreement.

7.5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

7.6. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

7.7. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

7.8. Compliance with Applicable Laws: The Owner agrees to comply with all applicable laws.

7.9. Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

7.10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owner have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

RIVER'S EDGE APARTMENTS, LLC

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

\_\_\_\_\_

ATTEST:

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

\*\*\*\*\*

*Notary continued on the next page*



**LEGAL DESCRIPTION**  
**A-3-11 River's Edge Apartment, LLC**  
**2200 W Bellerive Lane**

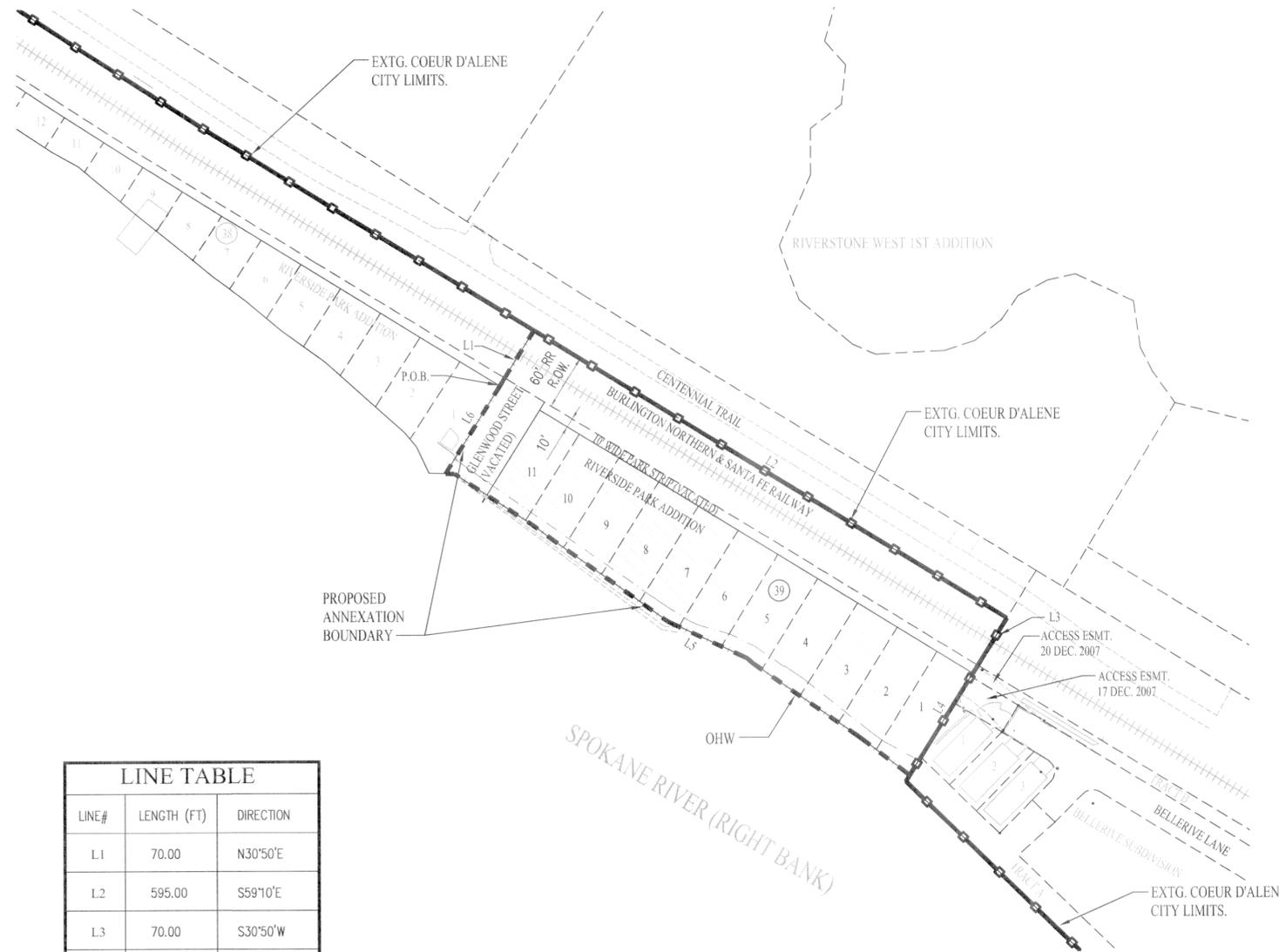
**A parcel of land containing +/- 2.55 acres known as Lots 1-11 inclusive, Block 39, Riverside Park Addition, as recorded in Book "B" of Plats, Page 138, Kootenai County, Idaho, located in Section 10, Township 50 North, Range 4 West, Boise Meridian;**

**TOGETHER WITH the adjoining vacated Glenwood Street;**

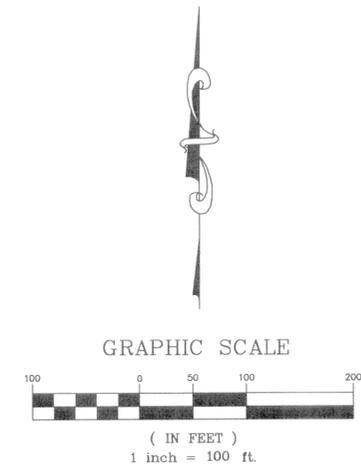
**AND TOGETHER WITH the adjoining vacated 10 foot wide park strip; AND TOGETHER WITH the adjoining 60 foot wide Burlington Northern, formerly Great Northern, Railroad Right of Way.**

# ANNEXATION MAP

OF BLOCK 39 RIVERSIDE PARK ADDITION LOTS 1 - 11, GLENWOOD STREET & PARK STRIP, AND ADJOINING  
60' BURLINGTON NORTHERN & SANTA FE R.O.W., IN A PORTION OF THE NE 1/4 SEC. 10, T. 50 N., R. 4W, B.M.,  
KOOTENAI COUNTY, IDAHO,  
CITY OF COEUR D'ALENE ORDINANCE # \_\_\_\_\_



LINE TABLE		
LINE#	LENGTH (FT)	DIRECTION
L.1	70.00	N30°50'E
L.2	595.00	S59°10'E
L.3	70.00	S30°50'W
L.4	130.00	S30°50'W
L.5	±599.00	NORTHWESTERLY
L.6	100.00	N30°50'E



## LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING COEUR D'ALENE CITY LIMITS
- EXISTING PROPERTY LINE
- EXISTING PROPERTY BOUNDARY
- BURLINGTON NORTHERN & SANTA FE RAILWAY R.O.W. TO BE ABANDONED & VACATED (PARCEL ACQUISITION PENDING)
- EXTG. GLENWOOD STREET & PARK STRIP R.O.W. VACATION
- BLOCK 39, LOTS 1 - 11 RIVERSIDE PARK ADDITION
- EXISTING RAILROAD LINE
- EXISTING PAVEMENT

## REFERENCES

LEGAL DESCRIPTION FOR BLOCK 39, RIVERSIDE PARK AND SURROUNDING ANNEXATION AREA.

THAT PORTION OF PARK STRIP AND GLENWOOD STREET IN RIVERSIDE PARK ADDITION - BOOK "B" OF PLATS, PAGE 138.

LOTS 1 TO 11 INCLUSIVE, BLOCK 39, RIVERSIDE PARK ADDITION - BOOK "B" OF PLATS, PAGE 138.

THAT PORTION OF BURLINGTON NORTHERN & SANTA FE RAILWAY R.O.W. - PARCEL ACQUISITION PENDING

REV.	DATE	BY	DESCRIPTION

**J.R. BONNETT ENGINEERING**  
CIVIL AND STRUCTURAL CONSULTING AND DESIGN  
803 E. 3RD AVENUE  
SPOKANE, WASHINGTON 99202  
(509) 534-3929 / FAX (509) 534-4014



JOB TITLE  
**ANNEXATION MAP TO THE  
CITY OF COEUR D'ALENE**

COEUR D'ALENE, IDAHO

2200 W. BELLERIVE LN.

SHEET TITLE  
**ANNEXATION MAP**

DATE  
6/20/11

DRAWN BY  
RJK

DESIGN BY  
RJK

JOB NO.  
11-076.10

SHEET NO.

1 OF 1

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 12-1018

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** That the following described property contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, to wit:

**A parcel of land containing +/- 2.55 acres known as Lots 1-11 inclusive, Block 39, Riverside Park Addition, as recorded in Book "B" of Plats, Page 138, Kootenai County, Idaho, located in Section 10, Township 50 North, Range 4 West, Boise Meridian;**

**TOGETHER WITH the adjoining vacated Glenwood Street;**

**AND TOGETHER WITH the adjoining vacated 10 foot wide park strip; AND TOGETHER WITH the adjoining 60 foot wide Burlington Northern, formerly Great Northern, Railroad Right of Way.**

be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-17 (Residential at 17 units/acre).

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

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

**SECTION 4.** That the above described property be and the same is hereby declared to be and shall be a part of Precinct #35, and that Section 1.16.030, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #35.

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

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

APPROVED by the Mayor this 19<sup>th</sup> day of June, 2012.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
A-3-11 Rivers Edge Apartments at 2200 W Bellerive Lane

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Susan K. Weathers, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, A-3-11 Rivers Edge Apartments at 2200 W Bellerive Lane, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

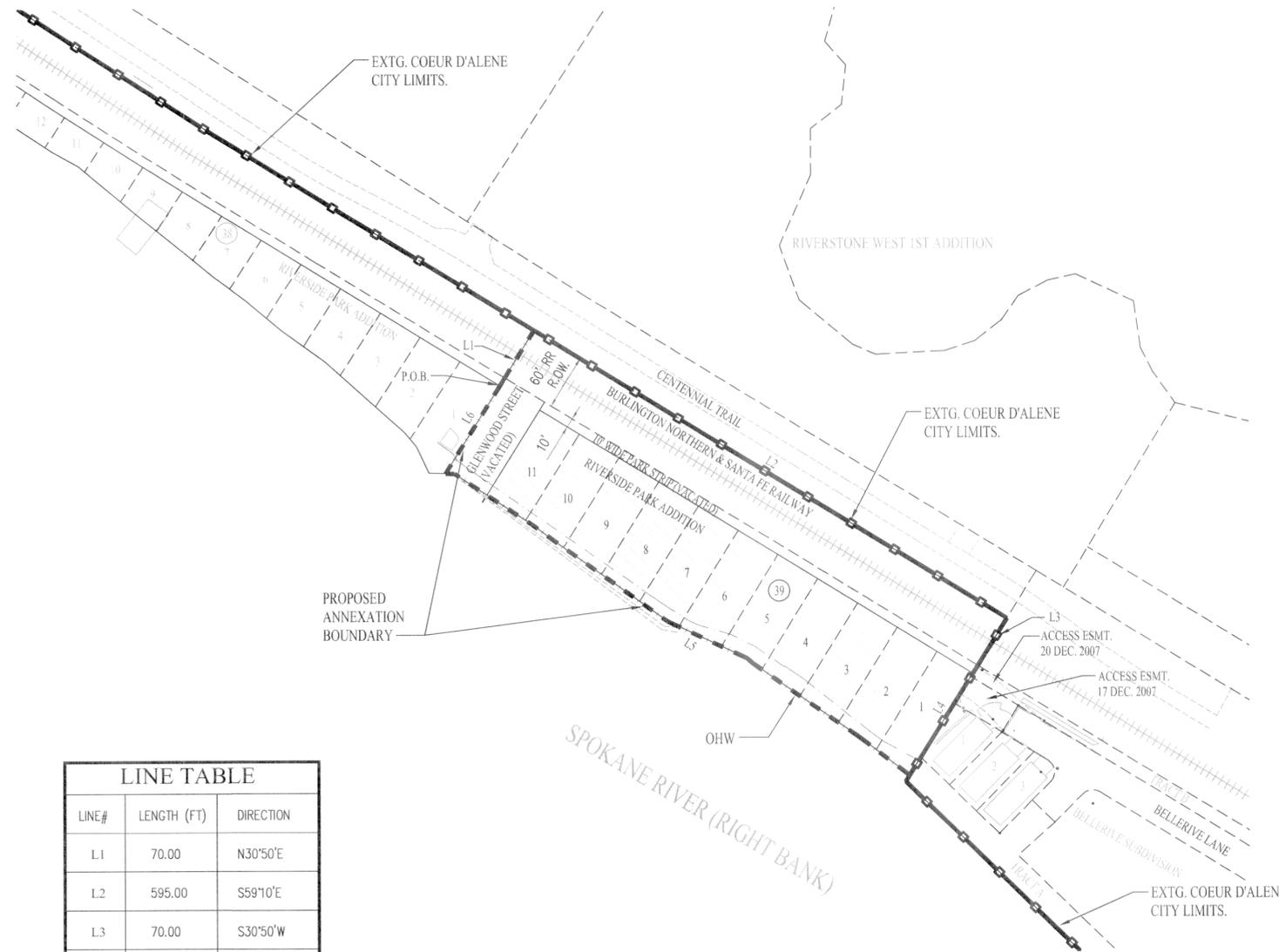
DATED this 19<sup>th</sup> day of June, 2012.

---

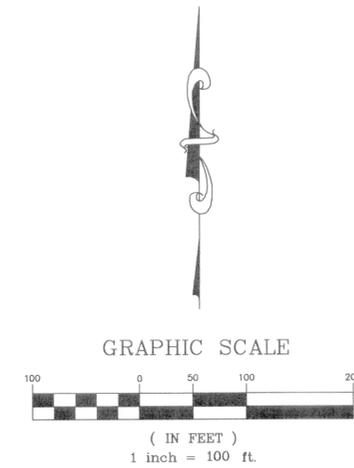
Warren J. Wilson, Chief Civil Deputy City Attorney

# ANNEXATION MAP

OF BLOCK 39 RIVERSIDE PARK ADDITION LOTS 1 - 11, GLENWOOD STREET & PARK STRIP, AND ADJOINING  
60' BURLINGTON NORTHERN & SANTA FE R.O.W., IN A PORTION OF THE NE 1/4 SEC. 10, T. 50 N., R. 4W, B.M.,  
KOOTENAI COUNTY, IDAHO,  
CITY OF COEUR D'ALENE ORDINANCE # \_\_\_\_\_



LINE TABLE		
LINE#	LENGTH (FT)	DIRECTION
L.1	70.00	N30°50'E
L.2	595.00	S59°10'E
L.3	70.00	S30°50'W
L.4	130.00	S30°50'W
L.5	±599.00	NORTHWESTERLY
L.6	100.00	N30°50'E



### LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING COEUR D'ALENE CITY LIMITS
- EXISTING PROPERTY LINE
- EXISTING PROPERTY BOUNDARY
- BURLINGTON NORTHERN & SANTA FE RAILWAY R.O.W. TO BE ABANDONED & VACATED (PARCEL ACQUISITION PENDING)
- EXTG. GLENWOOD STREET & PARK STRIP R.O.W. VACATION
- BLOCK 39, LOTS 1 - 11 RIVERSIDE PARK ADDITION
- EXISTING RAILROAD LINE
- EXISTING PAVEMENT

### REFERENCES

LEGAL DESCRIPTION FOR BLOCK 39, RIVERSIDE PARK AND SURROUNDING ANNEXATION AREA.

THAT PORTION OF PARK STRIP AND GLENWOOD STREET IN RIVERSIDE PARK ADDITION - BOOK "B" OF PLATS, PAGE 138.

LOTS 1 TO 11 INCLUSIVE, BLOCK 39, RIVERSIDE PARK ADDITION - BOOK "B" OF PLATS, PAGE 138.

THAT PORTION OF BURLINGTON NORTHERN & SANTA FE RAILWAY R.O.W. - PARCEL ACQUISITION PENDING

REV.	DATE	BY	DESCRIPTION

**J.R. BONNETT ENGINEERING**  
CIVIL AND STRUCTURAL CONSULTING AND DESIGN  
803 E. 3RD AVENUE  
SPOKANE, WASHINGTON 99202  
(509) 534-3929 / FAX (509) 534-4014

**ANNEXATION MAP TO THE CITY OF COEUR D'ALENE**  
JOB TITLE

**ANNEXATION MAP**  
SHEET TITLE

DATE 6/20/11

DRAWN BY RJK

DESIGN BY RJK

JOB NO. 11-076.10

SHEET NO. 1 OF 1

2200 W. BELLERIVE LN. COEUR D'ALENE, IDAHO

RESOLUTION NO. 12-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A HOST VENUE SPONSORSHIP AGREEMENT 2013 – 2017 WITH THE WORLD TRIATHLON CORPORATION AND CHAMBER OF COMMERCE FOR THE FORD IRONMAN EVENT.

WHEREAS, it is recommended that the City of Coeur d'Alene renew the Agreement with World Triathlon Corporation, for the Ford Ironman Event, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

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

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

DATED this 19<sup>th</sup> day of June, 2012.

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

ATTEST:

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

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

**ROLL CALL:**

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

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

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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



## HOST VENUE SPONSORSHIP AGREEMENT

*Coeur d' Alene, Idaho – 2013-2017*

This Host Venue Sponsorship Agreement (this "Agreement") is made as of June \_\_\_\_, 2012 (the "Effective Date") by and among **WORLD TRIATHLON CORPORATION**, a Florida corporation having its principal business address at 2701 North Rocky Point Drive, Suite 1250, Tampa, Florida 33607 ("WTC"), the **CITY OF COEUR d'ALENE**, a body corporate and political subdivision of the State of Idaho, with its office located at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, (the "City"), and the **COEUR d'ALENE CHAMBER OF COMMERCE**, with its office located at P.O. Box 850, 105 N. 1<sup>st</sup> Street, Coeur d'Alene, Idaho 83814, (the "Chamber" and, together with the City, the "Host"). (WTC, the City, and the Chamber are sometimes referred to herein individually as a "Party" and collectively as the "Parties".)

### RECITALS

**WHEREAS**, WTC wishes to conduct the Event (as defined below), subject to the terms and conditions in this Agreement; and

**WHEREAS**, Host wishes to have WTC conduct the Event in and around the Venue (as defined below), subject to the terms and conditions in this Agreement; and

**WHEREAS**, Host has agreed to provide the Host Support Services (as defined below) to support the Event in accordance with the terms of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, the Parties agree as follows:

1. **Certain Definitions.** As used herein:
  - (a) "Event" means a multiple-day event that includes, without limitation, the Race (as defined below), a vendor exposition (the "Expo"), athlete check-in, transition areas, awards ceremony, and press conference, and all administrative, operational, and marketing functions related thereto.
  - (b) "Race" means an IRONMAN<sup>®</sup>-branded endurance triathlon consisting of a 2.4-mile swim, 112-mile bicycle ride, and 26.2-mile run.
  - (c) "Venue" means in and around Coeur d'Alene, Idaho.
2. **The Event.** Subject to the terms of this Agreement:
  - (a) Host authorizes WTC to prepare and conduct an Event at the Venue during each of 2013, 2014, 2015, 2016, and 2017 (each, a "Race Year"), and WTC agrees to conduct each such Event. WTC is and will be the owner of each Event and nothing herein constitutes a license to Host or any third party to establish or operate any Event or Race.

WTC's Initials: \_\_\_\_\_

City's Initials: \_\_\_\_\_

Chamber's Initials: \_\_\_\_\_

- (b) The Parties anticipate that each Race will be in accordance with the following schedule ; provided, however, that prior to January 30 of each Race Year, WTC will confirm with Host the actual dates of that year’s Race and Event and any change to the date shall be by mutual agreement:

Year	Race Date
2013	Sunday, June 23 <sup>rd</sup>
2014	Sunday, June 29 <sup>th</sup>
2015	Sunday, June 28 <sup>th</sup>
2016	Sunday, June 26 <sup>th</sup>
2017	Sunday, June 25 <sup>th</sup>

- (c) Certain eligible top finishers at each Event will, in WTC’s sole discretion, be awarded qualifying slots for the IRONMAN® World Championship occurring in the same Race Year as the applicable Event. The number and allocation of such slots will be determined by WTC in its sole discretion.

3. **Term.** This Agreement is effective for all purposes beginning on the Effective Date and shall automatically terminate thirty (30) days after the Event in the final Race Year (“**Term**”), unless sooner terminated in accordance with the terms of this Agreement. If the Agreement is terminated in accordance with this Agreement prior to the expiration of the Term, the Parties shall perform their respective obligations that have accrued through and including the date of such termination.

4. **Host Support Services.**

- (a) Host shall timely provide to WTC, or for WTC’s benefit, the services, equipment, value in-kind, and personnel set forth in Exhibit B (the “Host Support Services”) for each Event. The Parties acknowledge that, as indicated in Exhibit B, certain of the Host Support Services will be provided by the City (and not by the Chamber) and certain other of the Host Support Services will be provided by the Chamber (and not by the City). Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host’s own cost.
- (b) To the extent Host does not timely provide any portion of the services, equipment, or items that are Host Support Services, Host shall, within 10 days after the applicable Event, reimburse WTC to the extent WTC incurs, or will incur, any costs, expenses, or fees to obtain or provide such Host Support Services.
- (c) The Host Support Services may be modified, changed, or otherwise altered from time to time by mutual agreement. WTC shall, within a reasonable time prior to the applicable Event, provide written notice to Host regarding any such proposed alterations.

5. **Sponsorship Fees.**

- (a) The Chamber shall pay (and the City shall not be responsible for paying) annual host sponsorship fees (each, a “Host Sponsorship Fee”) to WTC, in immediately available funds, in accordance with the following payment schedule and the wire transfer instructions in Exhibit A:

Year	Annual Amount Due	Installment Payment Amount	Due Date
2013	\$75,000.00	\$37,500.00	June 1
		\$37,500.00	August 1
2014	\$75,000.00	\$37,500.00	June 1
		\$37,500.00	August 1
2015	\$75,000.00	\$37,500.00	June 1
		\$37,500.00	August 1
2016	\$75,000.00	\$37,500.00	June 1
		\$37,500.00	August 1
2017	\$75,000.00	\$37,500.00	June 1
		\$37,500.00	August 1

- (b) If any amount due to WTC under this Agreement is more than 30 days past due, interest payable by the Chamber shall accrue on the past-due amount at the rate that is the lesser of (i) 12% per annum and (ii) the highest rate permitted by applicable law.

6. **WTC Obligations.** For each Event, WTC shall fulfill the specific obligations as described in Exhibit C.

7. **Exclusivity.**

- (a) During the Exclusivity Period (as defined in subsection (b) below), Host shall not produce, promote, advertise, conduct, host, permit, or contract or partner with any person or entity except WTC for, or in connection with, any other triathlon event that features any race distance longer than that of an Olympic/International distance triathlon (as defined by the International Triathlon Union); provided, however, that nothing herein shall prohibit the annual “Coeur d’Alene Triathlon & Duathlon” (the “CDA Tri/Du”) from taking place so long as the CDA Tri/Du:

- (i) Is an Olympic/International distance triathlon;
- (ii) Occurs at least 22 days before or 22 days after the Event;
- (iii) Is not produced or operated by, licensed from or to, or otherwise associated with, Life Time Fitness, Rev 3, Challenge, HITS Triathlon Series, Competitor Group,

Inc., or any other competitor of WTC (or any affiliate or successor of any such entity).

- (b) “Exclusivity Period” means the Term and, as the case may be, either:
  - (i) the 18-month period following termination of this Agreement, if this Agreement is terminated by Host under the terms of Section 16(a); or
  - (ii) the 24-month period following expiration or termination of this Agreement, if (A) the Term expires, (B) this Agreement is terminated by WTC under the terms of Section 16(a), or (C) this Agreement is terminated by WTC or Host for any other reason in accordance with the terms of this Agreement.
- (c) During each Event weekend, neither the City nor the Chamber may produce, conduct, host, or permit any other event, which would interfere with the Event, that takes places anywhere in the Venue.
- (d) Except with respect to promotion of the CDA Tri/Du, Host shall ensure that no marketing, promotion, banner, reference, or the like of any third party in direct competition with WTC, the Event, or any sponsor of the Event appears anywhere on the City’s website or the Chamber’s website homepage.

8. **Media; Broadcasts.**

- (a) Subject to subsection (b) below, WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming and photography, all of which is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or displayed without the written permission of WTC. WTC may, at its sole discretion, award any or all of these rights to third parties or to the Host.
- (b) During the Term, Host shall have a limited, non-transferable, non-sublicensable, non-exclusive license (the “Media License”) to use those certain photographs and video clips related to the Event that WTC provides to Host (the “WTC Media”), provided that:
  - (i) Such use is solely for purposes of promotion of the Event, which promotion may be in conjunction with the promotion by Host of tourism to the City;
  - (ii) Such use complies fully with all guidelines of WTC’s Media and Television departments, which guidelines may change from time to time;
  - (iii) In no event may Host use any WTC Media on any merchandise, products, or services; and
  - (iv) All WTC Media are, and shall remain, the property of WTC. Any and all rights in, to, or under the WTC Media shall enure solely to the benefit of WTC.

9. **Ambush Marketing.**

- (a) “Ambush Marketing” means marketing by a non-sponsor of the Event intending to exploit or ‘free-ride’ on the goodwill of the Event and/or gain market exposure by way of intrusive and/or associative marketing practices at or in connection with the Event.
- (b) Host shall not cause, engage in, or permit any form of Ambush Marketing, and Host shall use best efforts to prevent and stop Ambush Marketing at, near, or in connection with the Event, on property that either the City or the Chamber owns or controls, including without limitation by using best efforts to:
  - (i) Cause its employees and agents to promptly report, to WTC and the proper City authorities, any activity reasonably appearing to be Ambush Marketing.
  - (ii) Ensure, to the extent permitted by law, for 30 days prior to and during the Event, that city property designated for use by the Event and any other key advertising locations under the City’s control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC;
  - (iii) Prevent, cure, and remedy, to the extent permitted by law, the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC; and
  - (iv) To the extent permitted by law, cause all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated within a reasonable time by law enforcement personnel; and
  - (v) Cooperate with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

10. **Announcements and Promotions by Host.**

- (a) Subject to the terms of this Agreement, Host shall provide promotional assistance, with respect to each Event, as described in Exhibit B.
- (b) Host shall not make any announcement (whether in writing, orally, via the Internet, or otherwise) of the Event without the prior written consent of WTC (solely with respect to the content of each such announcement), which consent will not be unreasonably withheld.
- (c) Host, on its website, shall reference the Event and the fact that Host is hosting the Event.
- (d) Host shall not use the Event, or any marketing opportunity related thereto or arising out of the Event, for any purpose other than to promote the Venue and the Event in a positive light.

- (e) To the extent allowed by law, Host shall not permit any political statements, propaganda, or the like to be associated with, whether directly or indirectly, the Event or any marketing or promotion in connection with the Event.
- (f) Host shall acknowledge in writing on its advertising and/or marketing materials (in connection with the Event) the existence of this Agreement by use of the following language:

*[Name of title sponsor, if applicable] IRONMAN® COEUR d'ALENE is a World Triathlon Corporation event. IRONMAN® and M-DOT® are registered trademarks of World Triathlon Corporation and are used here by permission.*

11. **Other Covenants of Host.** During the Term:

- (a) **Compliance with Law.** Host shall comply with all applicable laws, rules, and regulations with regard to its obligations under this Agreement.
- (b) **Operational Control.** In order to ensure proper and timely implementation of each Event, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions from WTC or any other person designated by WTC regarding Event-related operational or technical issues, except to the extent that (i) police personnel require otherwise or (ii) Host reasonably believes that following WTC's instructions would likely cause undue risk to the physical safety of any person(s).
- (c) **Intellectual Property of WTC.** Host shall not infringe any intellectual property rights of WTC, including without limitation the IRONMAN mark and the design mark known as "M-DOT". Host shall use best efforts to notify WTC, within a reasonable amount of time, of any likely misuse or infringement by any person or entity of any of the Event Logos or any other intellectual property of WTC.
- (d) **Information Updates.** Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services and each Annual Sponsorship.
- (e) **Annual Post-Event Meetings.** Within a reasonable time following each Event, Host shall meet with WTC to "debrief" regarding such Event, discuss the next year's plans, and review Event details and goals.

12. **Representations and Warranties.** Each Party represents and warrants that:

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein.
- (b) This Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

- (c) Neither the execution, delivery, nor performance of this Agreement by such Party violates or will violate or cause a breach of any other agreements or obligations to which such Party is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by such Party.

13. **License and Use of WTC Event Logos.**

- (a) WTC provides Host with the limited, non-assignable, non-transferable, non-exclusive license to use the Event Logo, as defined in Exhibit D, in all reasonable forms of advertising and marketing, subject in each instance to WTC's prior written approval. In using the Event Logo, Host shall comply with the Trademark Standards & Usage Guidelines set forth in Exhibit D. The license granted herein shall be only for the Term.
- (b) Prior to Host's use of any Event Logo, WTC must approve in writing all Host's advertising, marketing, press releases, programs, websites, and all printed and electronic materials intended for public consumption prior to use.
- (c) Host may use the Event Logos only in connection with advertising and/or marketing materials relating to each Event during the Term, and may not utilize any of the Event Logos on any products, merchandise, souvenirs, or other items unless pre-approved by WTC in writing, which approval may be granted or denied at WTC's sole and absolute discretion.
- (d) Host may not authorize or license any third party to manufacture, sell, affix, or use any of the Event Logos on any product, merchandise, souvenirs, or other items.
- (e) Host acknowledges that WTC is the owner of all Event Logos, and Host shall not register any of the Event Logos, any service mark, trademark or domain name that is similar in any manner to, or that incorporates, any of the Event Logos, any of WTC's other trademarks or other intellectual property, or any mark with the word "IRON."
- (f) Any and all rights under the Event Logos, copyrights, or other intellectual property of WTC used in connection with this Agreement or any Event shall enure solely to the benefit of WTC.

14. **Indemnification; General Limitation of Liability.**

- (a) WTC will indemnify, protect, defend and hold harmless Host, its subsidiaries, and affiliates, and each of its directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by WTC or any representation or warranty made by WTC herein; and (ii) any act or omission to act by WTC, or any of its employees, servants, volunteers, or agents.

- (b) To the extent not prohibited by law, Host will indemnify, protect, defend and hold harmless WTC, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by Host or any representation or warranty made by Host; or (ii) any act or omission to act by Host, or any of its employees, servants, volunteers, or agents.
  
- (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: EACH PARTY'S TOTAL MAXIMUM LIABILITY FOR ANY AND ALL LOSSES, INJURY, OR DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND FOR ANY OTHER CLAIM, SHALL BE LIMITED TO \$500,000.00. THE LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH A PARTY MAY OTHERWISE HAVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
  
- (d) This Section 14 shall survive the expiration or earlier termination of this Agreement for any reason

15. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than one million dollars (\$1,000,000.00 USD) per occurrence for any one incident or accident, and three million dollars (\$3,000,000.00 USD) aggregate. The Parties agree to have each other Party named as an additional insured in connection with each Event. WTC acknowledges that the City may self-insure against the risks and other insurable matters referenced in this Section. Certificates (or, if self-insuring, official letters) evidencing the foregoing required insurance must be provided, upon request, to each other Party. If WTC so requests, Host shall send a copy of the applicable certificate (or, as applicable, letter) to [insurance@ironman.com](mailto:insurance@ironman.com).

16. **Default and Remedy; Termination.**

- (a) Subject to Section 16(b):
  - (i) If WTC breaches a material provision of this Agreement, Host may terminate this Agreement upon thirty (30) days' written notice to WTC (which notice shall include a description of such breach) provided that, during such thirty (30) day period following receipt of such notice, WTC fails to

cure such breach.

- (ii) If either the City or the Chamber breaches a material provision of this Agreement, WTC may terminate this Agreement upon thirty (30) days' written notice to Host (which notice shall include a description of such breach), provided that, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- (b) Notwithstanding anything to the contrary herein, WTC shall have the right to immediately terminate this Agreement:
- (i) for any reason or no reason, if WTC gives written notice to Host during the 90-day period following the end of any Event;
  - (ii) at any time if, after consulting with Host, WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC, whether due to: (A) failure to timely obtain any of the permits or third-party approvals for the Event or any aspect thereof; (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors, if such condition likely cannot be remedied prior to the Event at no cost to WTC; or
  - (iii) if Host files, or has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.
- (c) Notwithstanding anything to the contrary herein, Host shall have the right to terminate this agreement if Host gives written notice to WTC.
- (i) Termination shall become effective 18 months after written notice is given if given during the same calendar year of an upcoming Event.
  - (ii) Termination shall become effective 24 months after written notice is given if given after the Event in the same calendar year.
- (d) Effects of Termination.
- (i) Expiration or termination of this Agreement for any reason will not relieve any Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
  - (ii) If this Agreement is terminated by WTC under the terms of Section 16(a) or Section 16(b)(iii) all unpaid Host Sponsorship Fee amounts with respect to the Race Year in which the termination occurred shall be immediately due and payable to WTC.

- (iii) Except as may be provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

17. **Confidentiality.**

- (a) During the term of this Agreement, except for disclosure required by law, or articles of incorporation or bylaws if in the case of the Chamber, each Party (the "Receiving Party") shall keep confidential, and other than as provided herein, shall not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents or materials, owned, developed or possessed by any other Party, whether in tangible or intangible form. The Receiving Party shall use best efforts to prevent the unauthorized use and disclosure of such information, and to prevent unauthorized persons or entities from obtaining or using such information. The Receiving Party further agrees to refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of such information. The Receiving Party may disclose such information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder. The Receiving Party shall be liable for any unauthorized use and disclosure of such information by any of its officers or employees. Should the Receiving Party be required to disclose such information in order to comply with applicable governmental laws, regulations, or a court order, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and, with respect to any court or state or federal governmental agency order (a "Disclosure Order"), each of the Parties shall use its reasonable efforts to (i) secure confidential treatment (whether through protective orders or otherwise) of the information to be disclosed pursuant to such Disclosure Order and (ii) ensure that only the minimum amount of information necessary to comply with such Disclosure Order is disclosed.
- (b) Notwithstanding the foregoing, the provisions of subsection (a) above shall not apply to knowledge, information, documents or materials for which the Receiving Party can conclusively establish: (i) have entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) have become known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) are permitted to be disclosed by the prior written consent of the disclosing Party; (iv) have become known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) are independently developed by the Receiving Party without breach of this agreement.

18. **Information.** Host agrees to communicate to WTC all information obtained in the course of performing the Host Support Services and further agrees that all information related to the business of the Race shall be confidential, except to the extent public disclosure is required by applicable law.

19. **Assignment; Binding Effect.** This Agreement may not be assigned or transferred by any Party without the prior written consent of each other Party, except that WTC may freely assign its rights and delegate its obligations hereunder to (a) any of its subsidiaries or affiliates, (b) any purchaser of

substantially all of its assets, (c) any successor by reason of merger, reorganization, change of control, or operation of law, or (d) any third-party with which WTC enters into a written event license agreement under the terms of which agreement such third-party licensee would operate, organize, promote, and conduct the Event. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties, their successors, and permitted assigns. Subject to the immediately preceding sentence, the Parties do not intend that there be any third-party beneficiaries of or in connection with this Agreement. Except to the extent an obligation hereunder is expressly stated to be specifically the obligation of either the City or the Chamber, each of Host's obligations hereunder are joint and several obligations of each of the City and the Chamber.

20. **Relationship of the Parties.** The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit any other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

21. **Jurisdiction and Dispute Resolution.**

- (a) **Governing Law.** Notwithstanding the place where this Agreement may be executed by any Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Idaho, United States of America, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in either a state court, or (if has or can obtain jurisdiction) a federal court, located in Idaho (each, an "Idaho Court").
- (b) **Mediation.** If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information (a "Dispute") arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement (including without limitation regarding issues of jurisdiction, the existence, scope, validity, performance, interpretation, termination, as well as entitlement to and amount of attorneys' fees and costs to the prevailing Party) and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association ("AAA") under its then current Commercial Mediation Rules before resorting to arbitration or litigation. An AAA mediator, acceptable to the Parties and knowledgeable in the field of commercial matters, shall conduct the mediation. The mediation shall take place in Coeur d'Alene, Idaho or Spokane, Washington. Each Party shall bear its own costs with respect to such mediation, except that any fees charged by such mediator or AAA in connection with such mediation shall be allocated as set forth below.
- (c) **Arbitration.** Any Dispute that cannot be settled through negotiation or mediation as set forth above shall be referred to a sole arbitrator selected by the Parties within thirty (30) days after the mediation, or, if the parties are unable or unwilling to agree to such a

selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules to include the Optional Rules for Emergency Measures of Protection and Optional Procedures for Large, Complex Commercial Disputes, as interpreted and governed by the Idaho Arbitration Code. The venue of any such arbitration shall be solely in Coeur d'Alene Idaho or Spokane, Washington. Judgment on the award rendered by the arbitrator may be entered solely in any court of competent jurisdiction. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

- (d) Enforcement. Other than the costs and expenses of mediation, if any Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from each other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.
- (e) Mediation/Arbitration Charges. Each Party shall initially bear an equal share of the mediator's and arbitrator's compensation and administrative charges of the mediation or arbitration and shall make deposits with the American Arbitration Association of its share of the amounts requested by the American Arbitration Association. Failure or refusal by a Party to timely pay its share of the deposits for the mediator or arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the mediator or arbitrator of a Party's failure to pay its share of the deposits for the mediator's or arbitrator's compensation and administrative charges for the purpose of implementing this provision shall not be deemed to affect the mediator's or arbitrator(s)' impartiality or ability to proceed with the mediation or arbitration.
- (f) General. The requirement for mediation and arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of mediation and arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect to the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in a State or Federal Court for Idaho. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to mediate and arbitrate.

22. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies the Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by a Party shall not preclude or waive its right to any or all other rights or remedies.

23. **Force Majeure.** In the event any Party is prevented from performing any of the obligations or duties required under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, epidemic, acts of nature, war or other hostilities, strike, terrorism, civil commotion, domestic or foreign governmental acts, orders or regulations ("Force Majeure Event"), then within five (5) days after the occurrence of a Force Majeure Event, the affected Party shall deliver written notice to each other Party describing the event in reasonably sufficient detail and how the event has precluded the Party from performing its obligations hereunder. The obligations or duties of the Party that are affected by the Force Majeure Event shall be temporarily suspended during the period of such Force Majeure Event, and for a reasonable time thereafter as may be required for that Party to return to normal business operations. If, due to a Force Majeure Event, the Event is canceled and cannot reasonably be rescheduled or relocated within the Venue, no Party shall be deemed to be in breach of this Agreement solely because of such cancellation. In the case of cancellation due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule the Event if practicable. If the Event is rescheduled and/or relocated within the Venue, no Party is relieved of its obligations as set forth in this Agreement. For purposes of this Agreement, the cancellation by WTC of any leg of the Race (e.g., the swim leg) will not be deemed to be a cancellation of the Event.

24. **Notices.**

- (a) All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by facsimile (with facsimile transmission receipt), e-mailed (with electronic read receipt for delivery proof), hand delivered, by certified or registered mail, or by overnight delivery service:

If to City:

City of Coeur d' Alene  
710 Mullan Avenue  
Coeur d' Alene, ID 83814  
Attention: City Clerk  
E-mail: [cityclerk@cdaid.org](mailto:cityclerk@cdaid.org)

(Or to such other person or address as City furnishes to WTC in writing in accordance with this Section)

If to Chamber:

Coeur d' Alene Chamber of Commerce  
105 N. First St. Suite 100  
Coeur d' Alene, ID 83814  
Attention: President  
E-mail: [Steve@cdachamber.com](mailto:Steve@cdachamber.com)

(Or to such other person or address as Chamber furnishes to WTC in writing in accordance with this Section)

If to WTC:

World Triathlon Corporation  
2701 North Rocky Point Drive  
Suite 1250  
Tampa, Florida 33607  
Attention: General Counsel  
E-mail: [Legal@Ironman.com](mailto:Legal@Ironman.com)

(Or to such other person or address as WTC furnishes to Host in writing in accordance with this Section)

- (b) Delivery under subsection (a) above shall be effective upon actual receipt by the Party or upon such Party's refusal to accept delivery.

25. **Waiver of Rights.** If a Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. Any waiver of, or the failure of a Party to exercise, any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. Any waiver must be in a writing signed by the waiving Party.

26. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument. Neither this Agreement nor any provision herein shall be construed in favor or against any Party based on which Party drafted this Agreement or such provision.

27. **No Oral Modifications.** No modifications to this Agreement shall be binding upon the Parties unless modified, amended, cancelled, renewed or extended in a writing signed by all Parties.

28. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the Parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

*[ The Agreement continues on the following page, which is the signature page. ]*

The Parties have executed and delivered this Agreement as of the Effective Date.

**WTC:**

**WORLD TRIATHLON CORPORATION**

By: \_\_\_\_\_  
Name: STEVE MECKFESSEL  
Title: MANAGING DIRECTOR –  
GLOBAL RACE OPERATIONS

Date: \_\_\_\_\_, 2012

**CITY:**

**CITY OF COEUR d’ ALENE**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 2012

**CHAMBER:**

**COEUR d’ ALENE CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 2012

[ SIGNATURE PAGE TO HOST VENUE SPONSORSHIP AGREEMENT ]

**EXHIBIT A**

**Wire Transfer Instructions**

Host shall make all payments to WTC by wire transfer in accordance with the following:

**Bank Wire Transfer to:**

Bank Name	<b>Bank of America, N.A.</b>
Bank Address	100 33rd Street West, New York, New York
Routing Number	026009593
ACH	063100277
Account Number	898052297785
Account Name	<b>World Triathlon Corporation</b>

\* \* \* \* \*

**EXHIBIT B**

**Host Support Services**

**1. Facilities**

During the period beginning at least 14 days prior to Race day and ending on the Tuesday after Race day, the City shall assist WTC and its designees with Event setup, operation, and tear-down at the facilities in and around Coeur d'Alene, Idaho. City shall assist WTC by coordinating or confirming with City officials WTC's use of the following facilities for the Event:

- (a) Lake Coeur d'Alene for the swim course including set up and tear down.
- (b) Expo/registration/transition area in the City Park from Monday pre-Race through Tuesday post-Race; including the Parks Amphitheater, electric power, water, gazebo's and picnic areas.
- (c) Roads within City limits for the Bike route and Run route including closed streets on Race Day in the City Area to the extent possible.
- (d) Banquet location for 100' x 250' tent. Set up will occur Tuesday prior to the Race; tear down Wednesday following the Race.
- (e) Finish line on Sherman Avenue between 1<sup>st</sup> and 2<sup>nd</sup> Streets. Set up will include a finish structure, bleachers, sound systems and tents as provided by Ironman. Set up will occur Wednesday evening prior to the Race; tear down will occur Monday a.m.
- (f) Subject to City contractual requirements with Diamond Parking: Parking lots used for past Ironman Coeur d'Alene events, including without limitation Independence Point, 3<sup>rd</sup> Street lot (or suitable alternative), and the Museum lot. Host shall ensure that sufficient, demarcated, and confined parking areas are available to the spectators and visitors. Clear and proper signs to the parking areas are to be placed on appropriate major roads.
- (g) Suitable roads within the City limits with permits for the bike course and run course; Host shall repair and/or remove all potholes and other potential hazards along the route.
- (h) Roads and City Park as needed for a kids race during Race week between Tuesday and Saturday.

**2. Services, Equipment, Personnel**

At no cost to WTC, the City or the Chamber (as indicated below) shall provide and obtain sufficient services, equipment, and personnel to assist WTC in preparing for and operating a successful Event and Race, which services, equipment, and personnel will include the following:

<b><u>Obligation of</u></b>	<b><u>Obligation</u></b>
<b>Chamber</b>	(a) Year-round office space at the Chamber’s building for the Volunteer Coordinator to include a telephone. WTC is responsible for paying all long distance calls and faxes. Chamber will provide desk and chairs and a computer work-station.
<b>Chamber</b>	(b) Up to 2,000 square feet of open storage space to Ironman for year-round use. Host shall also provide up to 1,500 square feet of closed storage space to WTC for year-round use.
<b>Chamber</b>	(c) An Event Volunteer Director to recruit and manage volunteer captains and volunteers. WTC shall have approval authority on the candidate for Volunteer Director. The Parties acknowledge a goal of having 80 captains and 3,000 volunteers. In the event Host fails to appoint a Volunteer Director (approved by WTC) by January 1 of the applicable Race Year, the Host shall make an annual payment of Nine-Thousand Dollars (\$9,000.00) (due on January 15 of such Race Year) towards wages for a Volunteer Director to be hired independently by WTC to serve as Volunteer Director.
<b>Chamber</b>	(d) Host and WTC will set up a mutually acceptable booking system to block rooms for the Race, market services and said rooms to athletes, and insure space is available. Host will be responsible for the booking programs.
<b>Chamber</b>	(e) Six (6) complimentary hotel rooms within the City from Tuesday to Tuesday of Race week. Chamber will use best efforts with its members to obtain four (4) additional such hotel rooms.
<b>Chamber</b>	(f) The Host will assist WTC with coordinating local hotels and entities to facilitate arrangements for local accommodations, travel and tourist activities.
<b>City</b>	(g) Police services subject to coordination by Ironman in the City limits wherein the Race will take place. WTC will coordinate with the other jurisdictions. Where staffing permits (as determined by the police department), the City shall assist with police services outside of the City to facilitate the Event.
<b>City</b>	(h) Necessary ambulance services (including a minimum of five (5) ambulances and adequate staff) to transport athletes on Race Day.
<b>City</b>	(i) All applicable permits to WTC to ensure use of all property/roads through which the Race is run in the City limits only. In addition, Host shall assist WTC in obtaining all other permits necessary for staging the Race.
<b>City</b>	(j) Lifeguards as needed, including a minimum of 1 lifeguard for every 50 registered athletes on Race day.

<b>City and Chamber</b>	(k) Volunteer medical staff, which shall include doctors, other medical professionals and massage therapists to adequately staff the Event medical facility on Race day.
<b>City</b>	(l) Assist in coordinating with the County to provide search and rescue during the swim portion of the Race.
<b>Chamber</b>	(m) Provide additional boat support at the request of WTC.
<b>City</b>	(n) Assist WTC in securing electricity access as needed for the Venue areas, including generators, wiring, and electricians on site during Race week.
<b>City</b>	(o) If WTC chooses to host an additional event, assist WTC to acquire necessary permits and approval for a kids' running or triathlon activity during Race week.
<b>City</b>	(p) Assist with obtaining City permits for the Expo to begin Thursday (of Race week) and continue through the following Monday.
<b>City</b>	(q) Assist in coordination with city official for all parking and traffic control.
<b>City</b>	(r) Coordinate, as necessary, so WTC maintains adequate trash removal of designated dumpsters.
<b>City</b>	(s) Assist WTC by providing any available traffic control equipment necessary to supplement equipment provided by WTC.
<b>City</b>	(t) Road Sweeper within City limits.
<b>City</b>	(u) Unless reasonably required and unavoidable, Host shall not begin and/or effect any structural, engineering, beautification, or related works during the Event and the week prior to the Event.

**3. Promotion**

Host shall assist WTC with promotion, media coverage, public awareness, and advocacy of and for the Event.

As a part of such obligations, the City shall (a) place WTC-approved IRONMAN® Event flags, banners, and posters (and other branding) in the Venue and the areas surrounding the Venue for a minimum of 2 weeks prior to the Race, (b) assist WTC in acquiring manpower and hardware for hanging Event Flags and Race banners, and (c) coordinate the placement of posters, to be supplied by WTC, in stores and retail locations. WTC will provide any such flags, banners, posters (and other branding) at its sole cost.

Host agrees to have visible and noticeable URL link (hyperlink) from its website to WTC's website. Such URL link shall link to a page on WTC's website associated with and dedicated to the staging and hosting of the Event.

\* \* \* \* \*

**EXHIBIT C**

**WTC Services**

For each Event, WTC shall comply with and provide the following, at no cost to Host:

1. **General**

- (a) WTC shall plan and conduct the Event as a professionally-executed sporting event. WTC shall supervise all aspects of the Event including media, operations, marketing, promotions, branding, facility decoration, venue appearance, merchandising, licensing and all pre-Event, in-Event and post-Event activities. WTC shall appoint an Event Director who will supervise all aspects of production before, during, and after the Event.
- (b) Provide an influx of approximately 3,000 athletes, media, staff, VIPs and spectators requiring a multiple-night stay over in the Venue.
- (c) Provide to City an Event sponsor package to include:
  - (i) signage at the Event branded with Host’s logo(s),
  - (ii) Expo booth space, provided that Host complies fully with the “Expo Village Vendor Rules and Regulations” set forth in Exhibit E to this Agreement, and
  - (iii) inclusion of Host’s logo(s) on the Event website under the domain [www.Ironmancda.com](http://www.Ironmancda.com)
  - (iv) one (1) Race entry and ten (10) VIP packages
- (d) Provide to Chamber an Event sponsor package to include:
  - (i) signage at the Event branded with Host’s logo(s),
  - (ii) Expo booth space, provided that Host complies fully with the “Expo Village Vendor Rules and Regulations” set forth in Exhibit E to this Agreement, and
  - (iii) inclusion of Host’s logo(s) on the Event website under the domain [www.Ironmancda.com](http://www.Ironmancda.com)
  - (iv) one (1) Race entry and ten (10) VIP packages
- (e) WTC shall donate a total of \$50,000.00 (the “Total Donation”) to one or more local not-for-profit organizations. WTC shall have the option to have all or part of such donation be made instead by The Ironman Foundation, Inc., a Florida not-for-profit corporation (the “Foundation”), if WTC so elects and obtains the prior approval of the Foundation. The City shall appoint a three (3) member board to recommend to WTC or the Foundation, as applicable, which organizations should receive up to \$15,000.00 of the Total Donation. The distribution of the remainder of the Total Donation shall be at WTC’s sole and absolute discretion.
- (f) WTC grants to the Chamber the right to sell a sponsorship for the Volunteer Team.

- (i) The Chamber shall retain all revenue from the sale of this sponsorship.
- (ii) Chamber shall ensure that the sponsor is not in direct competition with WTC, the Event, or any other sponsor of the Event.
- (iii) The sponsorship package includes the following:
  - 1. Logo inclusion on the back of Volunteer shirts
  - 2. Logo inclusion under sponsor tab on event website
  - 3. Logo inclusion in athlete guide, banquet scroll & race program
  - 4. 4 VIP Packages
  - 5. 10' x 10' Expo Space
  - 6. Opportunity to provide insert in Athlete/Volunteer bags
  - 7. Opportunity to provide 300' of sponsor supplied snow fencing for placement on-course

2. **Race Administration**

All administrative matters related to the implementation including, but not limited to:

- (a) Establishing, administering, maintaining, and securing the Event Expo;
- (b) Providing a Race Director, a Volunteer Director (to the extent Host does not provide a person who is approved by WTC under the terms set forth in Exhibit B), and key Race personnel as determined by WTC;
- (c) Providing a site plan to the City a minimum of two weeks prior to the Race, which plan will include, but not necessarily be limited to: placement of tents, Porta-potties and other amenities necessary for the Race.
- (d) Obtaining a written assumption of risk, waiver and release in favor of Host from each triathlete, Event participant, Event volunteer, and Expo exhibitor, in a form reasonably acceptable to Host;
- (e) Assisting the Volunteer Director in the management of the volunteers; and
- (f) The preparation of all documentation for the Race, including applications, brochures, and all print materials; and
- (g) Attending a pre-setup meeting with the City to ensure that placement of tents, Porta-potties and other amenities necessary for the Race are appropriate.

3. **Media**

The following media for promotion of the Race:

- (a) Live content of the Race under the domain Ironman.com;
- (b) Inclusion of Host's logo on Event website and print materials for the Race;
- (c) Reasonable marketing of Host's accommodation facilities.

4. **Local Suppliers**

WTC shall use reasonable efforts to use local suppliers for implementation of the Race.

5. **Technical Duties**

- (a) Race equipment and manpower;
- (b) Registrations - supplies and set-up;
- (c) Courses - Design, supplies, and volunteer coordination start/finish course;
- (d) Race announcers;
- (e) Aid station - design and supplies;
- (f) All manpower, educators, Race manuals;
- (g) Transition supplies/setup;
- (h) Awards (presentations), related videos;
- (i) Plans for parking, security, and police coordination;
- (j) Ordering Race supplies;
- (k) Finish line - design, supplies, setup and teardown;
- (l) Media coordination;
- (m) Prize money to attract a pro field;
- (n) Traffic control supplies, including but not limited to, detour signs, barricades, and "no parking" signs;
- (o) Porta-Potties within the Park and along the Race route. Porta-Potties in the Park shall be open to public from Wednesday prior to Race day through the Monday after Race day; and
- (p) Police coordination, security and parking plans including posting uniformed security personnel at the gate at the Park entrance from Wednesday through Saturday to ensure only authorized vehicles enter the Park. Ironman security will be instructed to monitor the Park for vandalism or improper conduct and report the same to City Staff.

6. **Other**

- (a) WTC shall reimburse the City for reasonable costs to repair damage to the City's park caused by Event athletes, spectators, vendors, or staff, provided the City (i) provides

documented costs therefor and (ii) clearly marks all utilities in such park. However, WTC shall not be responsible for reimbursement for (i) ordinary wear and tear, (ii) damage cause by negligence or misconduct of the Host or any person or group unaffiliated with the Event, or (iii) damage to any utilities not clearly marked by the City.

\* \* \* \* \*

**EXHIBIT D**

**TRADEMARK STANDARDS & USAGE GUIDELINES:**  
**EVENT-SPECIFIC LOGOS**

**Event Logos**

Each Event will feature one or more Ironman®-branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo.

The following is an example of such a logo for a previous event:



**General**

Event Logos must be used consistently and not altered. Modifications, variations, or incorrect use of any Event Logo dilutes the Ironman® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of the Ironman® intellectual property, such as the Event Logos. Please familiarize yourself with the following TRADEMARK STANDARDS AND USAGE GUIDELINES (these “Guidelines”), which you are required to follow when using any Event Logo in connection with any Covered Event. If you have any questions regarding the use of any Event Logo, please contact [approvals@ironman.com](mailto:approvals@ironman.com).

**Pre-Approval Requirement**

Without exception, all proposed uses of Event Logos must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo, must be submitted, along with a high resolution PDF image of the proposed use, to [approvals@ironman.com](mailto:approvals@ironman.com) for review through WTC’s “Basecamp” approval process. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

**Trademark Claim Notice**

Notice must be given to the public that WTC claims ownership of the Event Logos. Therefore, the following legal notice must clearly appear, in no smaller than 6pt typeface, on all printed materials, products, websites and all other items on which any Event Logo is used:

**IRONMAN® is a registered trademark of World Triathlon Corporation. Used herein by permission.**

**Other Requirements**

Each use by Host of the Event Logo must:

- Be solely and directly related to fulfilling Host’s obligations, or exercising its rights, under this Agreement, or for purposes of advertising Host’s sponsorship of the Event;
- Not be on any merchandise or services for sale to the public (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logos, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

\* \* \* \* \*

**EXHIBIT E**

**EXPO VILLAGE VENDOR RULES AND REGULATIONS**

*These rules are subject to change from year to year.  
WTC shall provide prior written notice to Host of any rule changes.*

1. Host (referred to herein as “Exhibitor”) shall be bound by these Rules and Regulations that govern the Exhibitor’s participation in the Expo, and by such amendments or additions thereto that may be reasonably established from time to time by WTC upon advance written notice to Host.
2. WTC reserves the right to accept or reject any application for any Expo area for any reason WTC deems appropriate.
3. Rights of Exhibitor shall not be assignable to any other entity or person. Exhibitors shall not assign, license, or sublet any part of any Expo space or portion thereof. Exhibitor shall display/promote only the Exhibitor’s company and those of its products/services to extent (a) not prohibited by paragraph 5 of these Rules and Regulations (e.g., “protected sponsors” and “exclusive” categories and items) and (b) approved by WTC.
4. Booth preference is not guaranteed. WTC reserves the right to relocate space in the interest of a better showing of exhibitors or any other reason it deems necessary.
5. The Expo is a promotional show. Prior to the Expo, all activities, samples/products, and give-a-away items must be submitted for WTC’s review and approval. Direct sales (including direct sales with product delivery) in the Expo space are prohibited unless authorized in advance by WTC. No products or services may be shown or sold at the Expo in any of the protected categories that conflict with WTC’s sponsors having category exclusivity.
6. WTC will not be responsible for the safety of exhibits, exhibit material and/or Exhibitor’s merchandise against theft, fires, accident or any other cause before, during or after the Expo. Although security personnel will be on duty during non-exhibit hours, it is expressly agreed and understood that all property of the Exhibitor remains the Exhibitor’s responsibility. The Exhibitor agrees to make provision for the safekeeping of its exhibit material, merchandise, etc., before, during, and after the Expo.
7. WTC reserves the right to remove Exhibitors and their accompanying exhibit material from the Expo in the event that an activity or presentation is deemed, in WTC’s sole discretion, inappropriate or detrimental to the professional nature of the Exhibition. After the Expo, Exhibitor must remove all exhibits and materials by the time indicated by WTC’s representative, and the Exhibitor must leave its space clean and free from all rubbish, and in substantially the same condition it existed prior to Exhibitor setting up its exhibit. No packing or dismantling of Exhibits will be permitted prior to the indicated tear-down time.
8. It is expressly understood and agreed by the Exhibitor that it will make no claim of any kind against WTC, its affiliates, the host cities, including all their respective employees, contractors, agents, directors, volunteers, and associates (collectively, the “WTC Parties”) for any loss, damage, theft, or destruction of goods, nor for any injury or death that may occur to

itself or its employees while at the Expo, nor for any damage of any nature or character whatsoever, including without limitation any damage to the Exhibitor's business by reason of the WTC Parties' failure to provide space for an exhibit or removal of the exhibit, or for any action of WTC in relation to the Exhibitor's exhibit, unless arising from or caused by the gross negligence, intentional misconduct, or criminal act of any of the WTC Parties. The Exhibitor shall be solely responsible to its own agents and employees and to all third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages and expenses pertaining or relating to the Exhibitor's custody, possession, operation, maintenance or control of said leased space or exhibit, that arise from or are related to the Exhibitor's negligence, intentional misconduct, or criminal act.

9. If for any reason WTC determines that the location of the Expo should be changed or the dates of the Expo postponed, no refund will be made but WTC shall assign to the Exhibitor, in lieu of the original space, such other comparable space as the WTC in the exercise of its reasonably business discretion determines appropriate and the Exhibitor agrees to use such space in accordance with these Rules and Regulations.
10. Exhibitor understands that the Expo could take place at outdoor venues and that the Exhibitor is responsible for the safety of its exhibit with respect to any weather conditions.

\* \* \* \* \*

**COEUR D'ALENE CITY COUNCIL**  
**FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter came before the City Council on, April 17, 2012, for a hearing on A-1-12 (initial zoning upon annexation).

APPLICANT: RUEN-YEAGER & ASSOCIATES

LOCATION: +/- 58.51 ACRES KNOWN AS NIC BEACH PROPERTY

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

- B1. That the existing land uses are civic – North Idaho College – single-family and multi-family and recreational areas.
- B2. That the Comprehensive Plan Map designation is Transition and Stable Established
- B3. That the current zoning is County Industrial.
- B4. That the notice of public hearing was published on, March 30, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 21 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on
- B7. That public testimony was heard on April 17, 2012, including:

**Dave Yadon, Planning Director.**

Mr. Yadon presented the staff report and indicated that NIC through its representative Ruen-Yeager, has requested that the subject property be annexed and zoned R-17. Mr. Yadon provided a summary of the proposed zoning, surrounding neighborhood, existing uses of the property and comprehensive plan elements applicable to the subject property as outlined in the staff report.

**Eric Olson, 803 E. Young Avenue.**

Mr. Olson, speaking on behalf of the applicant, explained that the reason for the requested annexation and zoning is to have all of NIC's campus within city limits and subject to the same set of rules.

**Susan Snedaker, 821 East Hastings.**

Ms. Snedaker testified about the potential for LCDC to develop the property.

**Gary Stark, 3706 N. Drive**

Mr. Stark testified that he had heard no discussions for a footbridge over the river and that NIC does not have lifeguards on their beach property.

**B8. That this proposal is in conformance with the Comprehensive Plan policies.**

We find that the R-17 zone recommended by the Planning Commission is in conformance with the Comprehensive Plan as follows:

The property in question has a land use designation of Stable Established (NIC Beach property) and is within the Education Corridor, Spokane River, and Coeur d'Alene Lake Shoreline Districts. Stable Established Areas are those where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

In this instance, the land uses in the area are settled and the future use of the subject property is limited to the existing recreational uses by the requirements of the Land and Water Conservation Funding program. Regarding zoning, the proposed R-17 zoning meets the Stable Established designation as it matches the predominate zoning district in the immediate area (the main campus across Rosenberry Drive is zoned R-17) and provides at least theoretical protection to the area by "down-zoning" the area from County Industrial to the same R-17 zone.

Additionally, we find that that the following objectives contained in the Comprehensive Plan are met by the request: 1.12, 1.13, 1.14, 3.05 and 3.12.

**B9. That public facilities and utilities are available and adequate for the proposed use.**

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property. Additionally, the staff report indicates that street system will provide adequate access to the property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

**B10. That the physical characteristics of the site make it suitable for the request at this time because:**

Based on the staff report, the site is a sand and small gravel beach typical of the Lake Coeur d'Alene north shore. There is nothing about the sites physical characteristics that make it unsuitable for the requested R-17 zoning.

**B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.**

As outlined in the staff report, the actual impacts to the surrounding neighborhood will not change as the uses of the subject property are already in place. Further the traffic volumes will not change based on this request. In theory approving the requested R-17 zone will have less of an impact on surrounding properties than the existing County Industrial zoning. Given that, we find that the proposal will not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

**D. ORDINANCES AND STANDARDS USED IN EVALUATION**

Comprehensive Plan - 2007.

Transportation Plan.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

Coeur d'Alene Bikeways Plan.

**CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the initial zoning upon annexation for the subject property will be Residential at 17 units/acre (R-17) and Navigable Water (NW) in the areas detailed in the application.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

---

MAYOR SANDI BLOEM



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**FROM:** SEAN E. HOLM, PLANNER  
**DATE:** JUNE 19, 2012  
**SUBJECT:** ZC-3-12 - ZONE CHANGE FROM R-12 TO NC  
**LOCATION:** +/- 0.288 ACRE PARCEL AT 2202 N. GOVERNMENT WAY

**APPLICANT:**

Xiao Bo Ellsworth  
1311 Richardson Ave.  
Lewiston, ID 83501

**DECISION POINT:**

Xiao Bo Ellsworth is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial).

**BACKGROUND INFORMATION:**

The subject property is located at the northeast corner of the intersection at Government Way and Homestead Ave one block south of Interstate-90. A single family home with an attached garage is currently positioned on the lot facing Government Way (refer to photos). The lot measures approximately 12,545 square feet and is zoned R-12. There is alley access to the rear of the property.

**GENERAL INFORMATION:**

The Neighborhood Commercial district (NC) is intended to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. It is expected that most customers would reach the businesses by walking or bicycling, rather than driving.

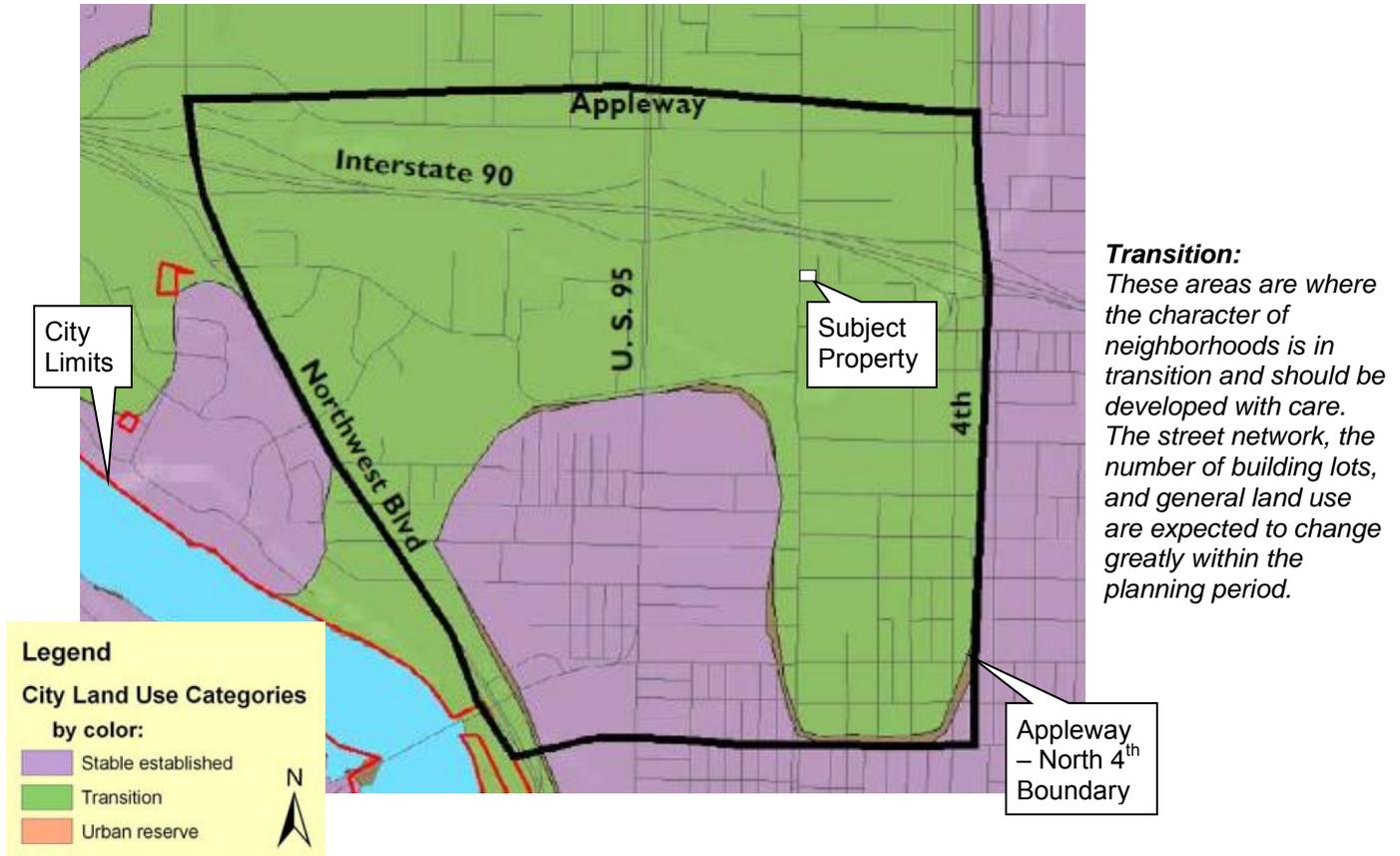
Xiao Bo Ellsworth intends to improve the subject property/structure and operate a Chinese massage facility which is an allowed use in the NC zoning district. The applicant's comments and justification for the zone change request is attached for your review.

**REQUIRED FINDINGS:**

- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:**

- The subject property is within the existing city limits.
- The City Comprehensive Plan Map designates this area as Appleyway - North 4th – Transition:



**APPLEWAY- NORTH 4<sup>TH</sup> STREET TOMORROW:**

Generally, this area is expected to be a mixed use area. The stable/ established residential area will remain. The west Ironwood corridor will require careful evaluation of traffic flow. Ironwood will be connected to 4th Street, enabling higher intensity commercial and residential uses.

**The characteristics of Appleyway - North 4th Street neighborhoods will be:**

- That overall density will approach six units per acre (6:1) with infill and multi-family housing located next to arterial and collector streets.
- That pedestrian and bicycle connections will be provided.
- Street widening and potential reconfiguration of US 95 should be sensitive to adjacent uses.
- Uses that strengthen neighborhoods will be encouraged.

**The characteristics of Appleyway - North 4th Street commercial will be:**

- That commercial buildings will remain lower in scale than in the downtown core.
- Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings.
- Shared-use parking behind buildings is preferred.

**COMPREHENSIVE PLAN GOALS & OBJECTIVES:**

**Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

**Objective 1.12**

**Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

**Objective 1.14**

**Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

**Objective 2.05**

**Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.01**

**Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

**Objective 3.05**

**Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management in city government.

**Objective 4.06**

**Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

**Evaluation:**

*City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

- B. **Finding #B9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.

**STORMWATER:**

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

*Assessment:*

*Any increase to the impervious area brought about by a change in use may require installation of on-site stormwater containment facilities. This issue would be addressed w/ the submission of any building permit application for the subject property.*

**STREETS:**

All adjoining streets are fully developed and no changes or alterations will be required with the proposed request. Further analysis will be completed at the time of submission of building permits, where and when site conditions and/or improvements will be addressed.

*-Submitted by Chris Bates, Engineering Project Manager*

**WATER:**

Existing water infrastructure is sufficient to support proposed use.

*-Submitted by Terry Pickel, Assistant Water Superintendent*

**SEWER:**

This property is adequately served by the Coeur d'Alene Wastewater Collection System and Treatment Plant. Wastewater has no objection to this planning action.

*-Submitted by Jim Remitz, Utility Project Manager*

**FIRE:**

FD will address issues at project review. This request will require a building permit to change the use of the building.

*-Submitted by Brian Keating, Fire Inspector*

**Evaluation:** *City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

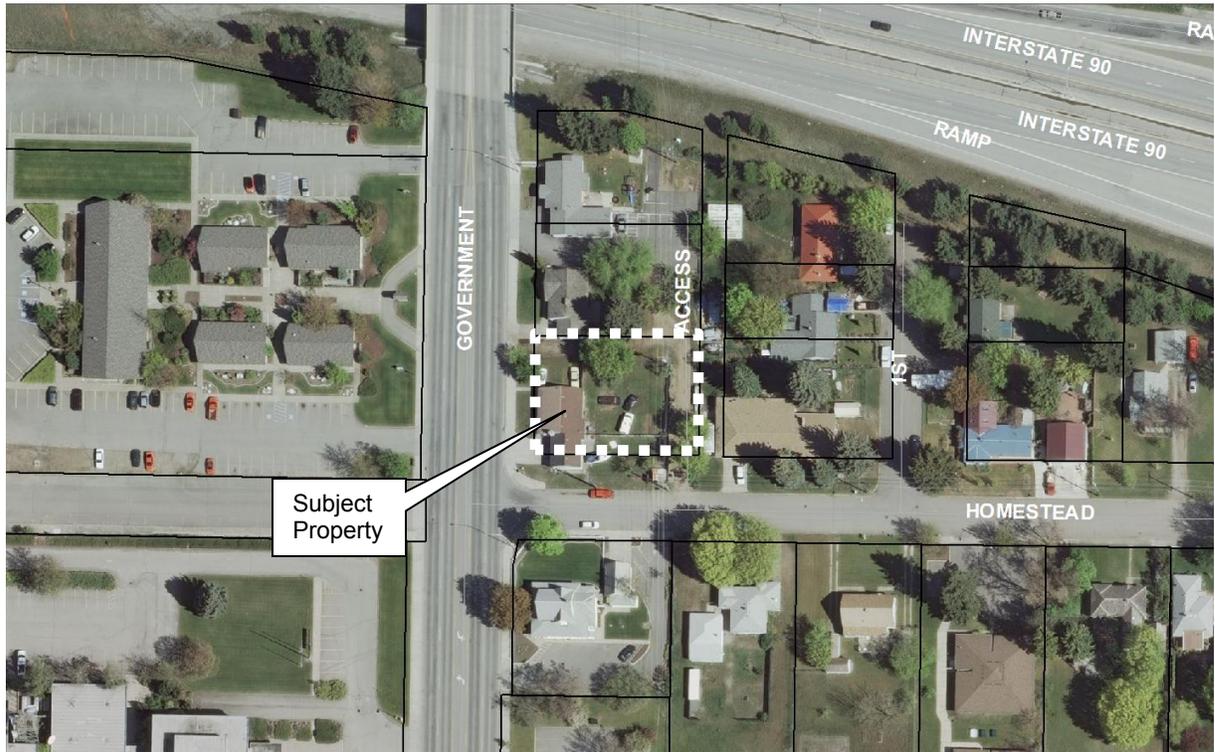
- C. **Finding #B10:** That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

**PHYSICAL CHARACTERISTICS:**

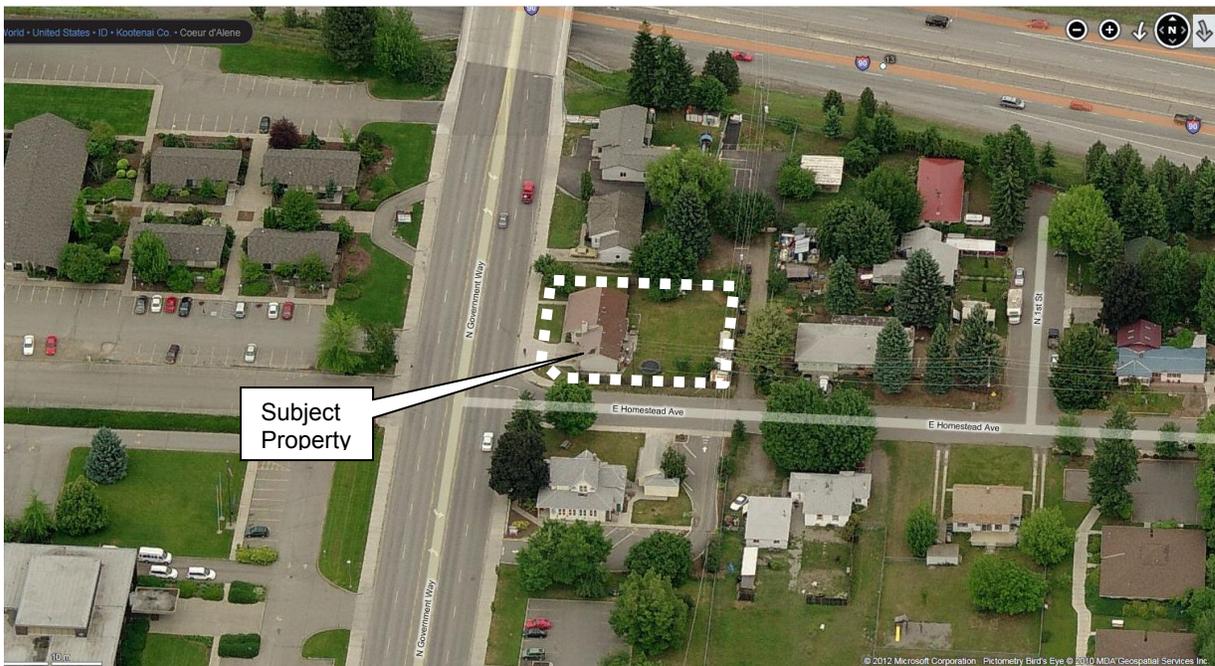
There are no topographical or other physical constraints that would make the subject property unsuitable for the request.

**AERIAL & OBLIQUE PHOTOS:**

Aerial photo:



Oblique photo:



**PHOTOS OF SUBJECT PROPERTY:**

Front of home looking SE:



Intesection of Government Way & Homestead Ave looking NE:



Rear of home & back yard looking from Homestead Ave & alley NW:



**Evaluation:** *City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

- D. **Finding #B11:** **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**TRAFFIC:**

The ultimate use for the proposed site has not been determined, therefore, potential traffic generation figures from the ITE Trip Generation Manual cannot be estimated at this time.

*Assessment:*

*Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time. The adjacent and/or connecting streets will accommodate the additional traffic volume.*

**NEIGHBORHOOD CHARACTER:**

From 2007 Comprehensive Plan:

**Appleway - North 4th Street Today:**

This area is a diverse mix of residential, medical, commercial, and warehousing land uses. The area is very gently sloped with some drop in elevation within a block of Northwest Boulevard. This elevation change has also defined the break from commercial to residential uses for much of the area's history.

The south-west and south-central portions of the area consist primarily of stable, single-family housing at approximately five units per acre (5:1). The Winton Elementary School and park is located in this neighborhood. Various multi-family apartments, mostly constructed in the late 1970s and early 1980s, are located within the district. The most active area for construction within this district is the Ironwood corridor which consists of many health-care and professional offices west of US 95, with office and retail uses east of US 95.

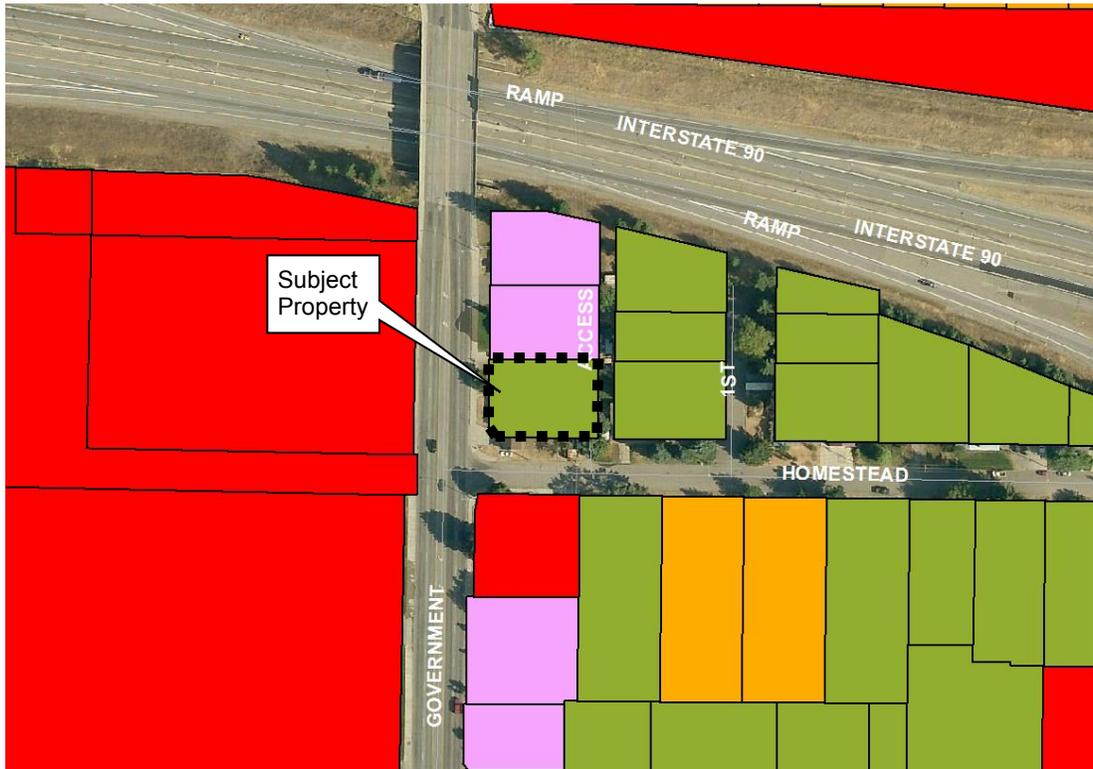
Along the northern border, commercial use thrives due to the proximity of I-90 and US 95. Appleway Avenue is a hub for restaurants and service uses, and extends from Northwest Boulevard east to 4th Street where Appleway Avenue becomes Best Avenue.

The US 95 and Appleway intersection is one of the most congested intersections in Coeur d'Alene.

**EXISTING LAND USES:**

**ZONING:**

- zoning
- C-17
- C-17L
- C-17LPUD
- C-17PUD
- DC
- DCPUD
- LM
- M
- MH-8
- MH-8PUD
- NC
- NW
- R-1
- R-12
- R-12PUD
- R-17
- R-17PUD
- R-1PUD
- R-3
- R-3PUD
- R-5
- R-5PUD
- R-8
- R-8PUD
- R-85F



Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right as listed below:

➤ **Existing R-12 Zoning District:**

Uses permitted by right:

- Administrative
- Duplex housing
- Essential service (underground)
- Home occupation
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing

- Community assembly
- Community education
- Community organization
  
- Convenience sales
- Essential service (aboveground)
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only

Uses permitted by special use permit:

- Boarding house
- Childcare facility
- Commercial film production
- Commercial recreation

➤ **Proposed Neighborhood Commercial (NC) Zoning District:**

Uses permitted by right:

- Commercial and professional office
- Daycare
- Medical/dental
- Parks
- Personal services
- Residential  
(Above the ground floor only-new construction)
- Retail

The following uses are prohibited in NC districts:

- × Commercial parking
- × Detention facilities
- × Gasoline service stations
- × Industrial
- × Ministorage
- × Outdoor storage or display of goods, other than plants
- × Sales, repair or maintenance of vehicles, boats, or equipment
- × Warehouses

Uses permitted by special use permit:

- Religious institutions
- Schools

- × **Additional Prohibited Uses:** In addition to the uses listed above, any other uses that the Planning Director determines are not in conformity with the purpose and intent of the district are prohibited. The decision of the Planning Director may be appealed by following the administrative appeal procedure.

**Hours of Operation**

Nonresidential uses may only be open for business between the hours of six o'clock (6:00) A.M. and ten o'clock (10:00) P.M.

**Floor Area**

Maximum Floor Area Ratio: The floor area ratio (FAR) for nonresidential uses in an NC district is 1.0 with a total FAR of 1.5 when a ground floor permitted use is combined with a second level residential unit.

Maximum Floor Area: The maximum floor area shall not exceed four thousand (4,000) square feet for retail uses. All other nonresidential uses shall not exceed eight thousand (8,000) square feet.

**Parking**

Nonresidential Uses: Nonresidential uses must provide at least three (3) parking stalls per one thousand (1,000) square feet of floor area.

Permitted Residential Uses: Permitted residential uses must provide 1.5 stalls per dwelling unit.

**Height & Design Standards**

The maximum height for all uses in an NC district shall not exceed thirty two feet (32').

At least fifty percent (50%) of any first floor wall facing an arterial street must be glass.

If the building does not abut the sidewalk, there must be a walkway between the sidewalk and the primary entrance.

Surface parking should be located to the rear or to the side of the principal building.

Trash areas must be completely enclosed by a structure constructed of materials similar to the principal building. Dumpsters must have rubber lids.

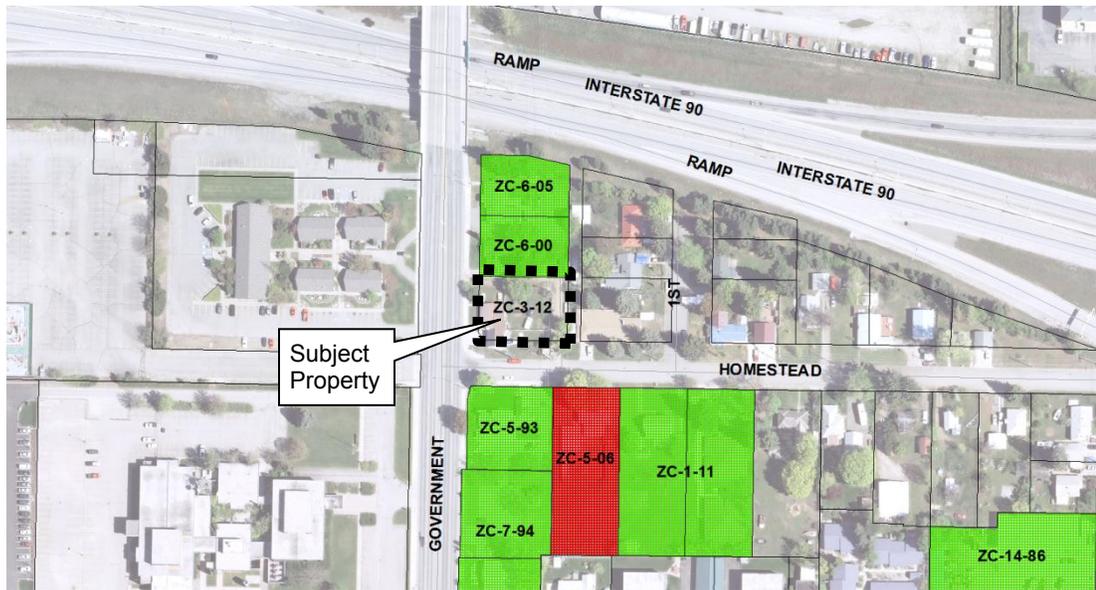
Buildings must be designed with a residential character, including elements such as pitched roofs, lap siding, and wide window trim.

Lighting greater than one foot-candle is prohibited. All lighting fixtures shall be a "cutoff" design to prevent spillover.

Wall mounted signs are preferred, but monument signs no higher than six feet (6') are allowed. Roof mounted signs and pole signs are not permitted.

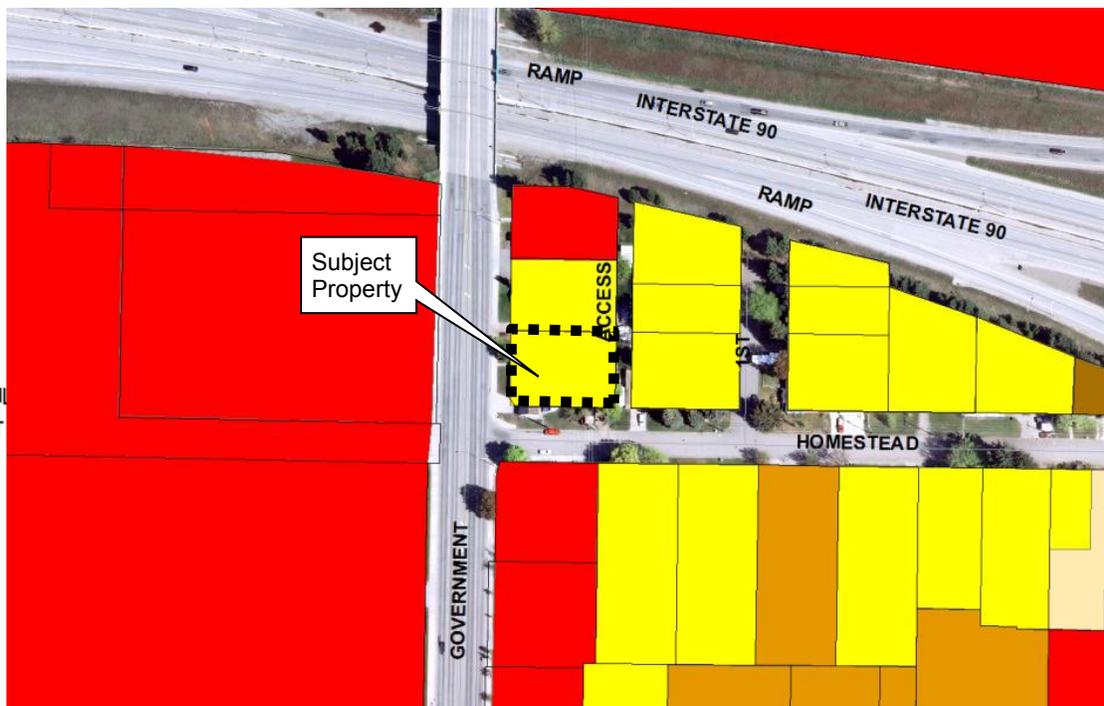
Signs shall not be internally lighted, but may be indirectly lighted.

**PRIOR ZONE CHANGES IN AREA:**



**GENERALIZED LAND USE PATTERN:**

- Land Use
- SFA
- SFD
- DUPLEX
- MH
- MHP
- MFD
- CIVIC
- COMM
- MFGR
- AGRICULTURE
- VACANT



Existing/adjacent land uses:

- Commercial
- Residential - single-family, multi-family, duplex, home occupation

**Evaluation:** *City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

**APPLICABLE CODES AND POLICIES:**

**UTILITIES:**

All proposed utilities within the project shall be installed underground.

**STREETS:**

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

**STORMWATER:**

A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

**PROPOSED CONDITIONS:**

None

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2010 Coeur d'Alene Trails Master Plan

**ACTION ALTERNATIVES:**

City Council must consider this request and make separate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

**PROPERTY INFORMATION**

- 1. Gross area: (all land involved): 0,288 acres, and/or \_\_\_\_\_ sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): N/A acres, and/or \_\_\_\_\_ sq. ft.
- 3. Total number of lots included: 1
- 4. Existing land use: RESIDENCE
- 5. Existing Zoning (check all that apply): R-1 R-3 R-5 R-8  R-12 R-17 MH-8  
NC CC C-17 C-17L DC LM M
- 6. Proposed Zoning (check all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
 NC CC C-17  C-17L DC LM M

K3

**JUSTIFICATION**

Please use this space to state the reason(s) for the requested zone change and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

- #1 BEING ABLE TO EXPAND THE BUSINESS IN FUTURE YEARS.
  - #2 BEING ABLE TO HIRE PEOPLE FOR JOB GROWTH IN C.D.A
  - #3 BEING ABLE TO HAVE MORE SIGNAGE ON PROPERTY TO INCREASE CUSTOMER AWARENESS.
  - #4 BEING ABLE TO FALL IN LINE WITH OTHER PROPERTIES ALONG GOVERNMENT WAY.
  - #5 BEING ABLE TO CHANGE BUSINESS TYPE IN THE FUTURE IF ORIGINAL BUSINESS DOES NOT SUCCEED.
- GOAL #1 1.01, 1.02, 1.11, 1.12, 1.16, 1.18 GOAL #2 2.05 GOAL #3 3.04, 3.05, 3.06, 3.07, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18 GOAL #4 ALL OF THE OBJECTIVES SHOULD BE MET TO INSURE SAFETY TO THOSE WHO LIVE OR VISIT C.D.A. !

Note: The 2007 Comprehensive Plan is available by going to [www.cdavid.org](http://www.cdavid.org) under Departments / Planning

Applicant: Xiaobo Ellsworth  
Location: 2202 N. Government Way  
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial) QUASI-JUDICIAL (ZC-3-12)

Planner Holm presented the staff report and answered questions from the Commission.

Commissioner Soumas inquired if staff discussed other zoning options with the applicant.

Planner Holm stated he did discuss other types of zoning and based on the type of business he intends to provide and felt that NC (Neighborhood Commercial) would be the right choice. He explained that the NC zoning district is designed to work within a mixed use neighborhood that is more restrictive.

**Public Testimony open:**

Marty Ellsworth, applicant representative, 1311 Richardson Avenue, Lewiston, stated that they are proposing a Chinese massage business and if it does well, they would like to expand the business in the future.

Commissioner Soumas inquired if the applicant could estimate the number of customers expected per day.

Mr. Ellsworth stated he would estimate ten a day.

Commissioner Soumas feels that the NC (neighborhood commercial) zoning is not appropriate based on that this zoning district is intended for a business located in a neighborhood that is used by the neighborhood and based on the amount of customers the applicant estimated would not all come from this neighborhood.

Planner Holm explained that personal services are listed under the description for uses within the NC zoning district. He added that the applicant told him that if this business does not succeed, he would like to change the use and propose a restaurant.

Bob Wilson, 2213 N. 1<sup>st</sup> commented that he is concerned with the amount of traffic on Homestead Avenue if a restaurant is proposed.

Brian Hildahl, 111 S. Fourwinds, commented that the use is not an issue but parking is a concern.

**Public Testimony closed:**

**Rebuttal:**

Mr. Ellsworth stated that additional parking for customers will be provided in the back of the house.

**Motion by Bowlby, seconded by Evans, to approve Item ZC-3-12. Motion approved.**

**ROLL CALL:**

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Soumas	Voted	Nay

Motion to approve carried by a 3 to 1 vote.

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the Planning Commission on, May 8, 2012 , and there being present a person requesting approval of ZC-3-12, a request for a zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial).

APPLICANT: Xiao Bo Ellsworth

LOCATION: +/- 0.288 ACRE PARCEL AT 2202 N. GOVERNMENT WAY

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

- B1. That the existing land uses are residential, medical, commercial and warehousing.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12.
- B4. That the notice of public hearing was published on, April 21, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 27, 2012, which fulfills the proper legal requirement.
- B6. That 20 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 20, 2012.
- B7. That public testimony was heard on May 8, 2012.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - **Objective 1.12  
Community Design:**  
Support the enhancement of existing urbanized areas and discourage sprawl.
  - **Objective 1.14  
Efficiency:**  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
  - **Objective 2.05  
Pedestrian & Bicycle Environment:**  
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
  - **Objective 3.01  
Managed Growth:**  
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

- **Objective 4.06**

**Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report. Adequate water and sewer services are available to the site. The street system will handle the traffic flows generated onsite. Police and fire services are available.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat and presents no issues with traditional development and ingress/egress access works for the site.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the Neighborhood Commercial (NC) zone restricts commercial uses and hours of operation for compatibility.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of XIA BO ELLSWORTH for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

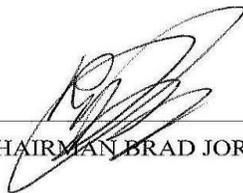
Motion by Bowlby, seconded by Evans, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Soumas	Voted No

Commissioners Haneline and Luttrupp were absent.

Motion to approve carried by a 3 to 1 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the City Council on June 19, 2012 and there being present a person requesting approval of ITEM ZC-3-12 , request for a zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial).

APPLICANT: Xiao Bo Ellsworth

LOCATION: +/- 0.288 ACRE PARCEL AT 2202 N. GOVERNMENT WAY

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON  
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are residential, medical, commercial and warehousing.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12.
- B4. That the notice of public hearing was published on June 2, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on June 7, 2012, which fulfills the proper legal requirement.
- B6. That 16 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on June 1, 2012.
- B7. That public testimony was heard on June 19, 2012.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:
- B9. That public facilities and utilities **(are)(are not)** available and adequate for the proposed use. This is based on
- B10. That the physical characteristics of the site **(make)(do not make)** it suitable for the request at this time because
- B11. That the proposal **(would)(would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and)(or)** existing land uses because

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **XIA BO ELLSWORTH** for a zone change, as described in the application should be **(approved)(denied)(denied without prejudice)**.

Special conditions applied are as follows:

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

\_\_\_\_\_  
MAYOR SANDI BLOEM

RESOLUTION NO. 12-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE 2012 EMPLOYEE SEPARATION INCENTIVE - LETTER OF AGREEMENTS (LOA).

WHEREAS, in an effort to review and conserve resources that would result in a reduction of Personnel costs for Fiscal year 2012-2013, the City extended a Separation Incentive to employees with a separation date certain and who met required criteria.

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to enter into the 2012 Employee Separation Incentive - Letter of Agreement(s) pursuant to the terms and conditions set forth in each separate LOA, which are attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the 2012 Employee Separation Incentive – Letter of Agreement(s), with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said LOA's to the extent the substantive provisions of the Contract remain intact.

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

DATED this 19<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
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 KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 4/30/2012	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2012
General-Designated	\$577,292	\$1,757	\$18,893	\$560,156
<u>General-Undesignated</u>	5,756,397	2,770,657	3,476,198	5,050,856
<u>Special Revenue:</u>				
Library	142,262	19,961	99,725	62,498
CDBG	(187)	40,241	40,054	-
Cemetery	40,844	18,457	17,377	41,924
Parks Capital Improvements	386,500	239,765	240,127	386,138
Impact Fees	2,498,486	58,609	270,000	2,287,095
Annexation Fees	15,727	2		15,729
Insurance	1,328,220	293	2,033	1,326,480
Cemetery P/C	1,846,070	5,017	9,169	1,841,918
Jewett House	13,874	126	1,685	12,315
Reforestation	9,601	501	3,335	6,767
Street Trees	179,200	7,609	14,356	172,453
Community Canopy	1,396			1,396
CdA Arts Commission	475	2,662		3,137
Public Art Fund	91,450	13,702	2,000	103,152
Public Art Fund - LCDC	506,839	77	24,195	482,721
Public Art Fund - Maintenance	131,765	4,637	511	135,891
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	893,730	16,764		910,494
LID Guarantee	122,194	36		122,230
LID 124 Northshire/Queen Anne/Indian Meadows	167			167
LID 127 Fairway / Howard Francis	4,928			4,928
LID 129 Septic Tank Abatement	8,682			8,682
LID 130 Lakeside / Ramsey / Industrial Park	3,004			3,004
LID 146 Northwest Boulevard	(2,318)			(2,318)
LID 149 4th Street	2,455	119		2,574
<u>Capital Projects:</u>				
Street Projects	39,301	270,441	14,274	295,468
<u>Enterprise:</u>				
Street Lights	(19,880)	41,632	50,198	(28,446)
Water	585,941	213,905	224,650	575,196
Water Capitalization Fees	1,703,314	69,682	5,512	1,767,484
Wastewater	8,248,295	482,386	1,197,434	7,533,247
Wastewater-Reserved	1,350,291	27,500		1,377,791
WWTP Capitalization Fees	725,371	100,179		825,550
WW Property Mgmt	60,668			60,668
Sanitation	(157,117)	274,578	256,395	(138,934)
Public Parking	768,752	10,534	113,760	665,526
Stormwater Mgmt	10,671	2,763	65,037	(51,603)
Wastewater Debt Service	-	536,555	536,555	-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	170,120	184,857	170,173	184,804
LID Advance Payments	430	121	359	192
Police Retirement	1,407,234	16,474	23,715	1,399,993
Sales Tax	1,104	1,638	1,104	1,638
BID	150,699	3,573		154,272
Homeless Trust Fund	462	501	462	501
<b>GRAND TOTAL</b>	<b>\$29,604,709</b>	<b>\$5,438,311</b>	<b>\$6,879,286</b>	<b>\$28,163,734</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 EIGHT MONTHS ENDED  
 31-May-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2012	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$135,852	68%
	Services/Supplies	10,645	7,358	69%
Administration	Personnel Services	509,809	338,160	66%
	Services/Supplies	4,560	3,619	79%
Finance	Personnel Services	612,255	403,093	66%
	Services/Supplies	86,480	75,245	87%
Municipal Services	Personnel Services	908,242	596,856	66%
	Services/Supplies	483,894	353,916	73%
	Capital Outlay	13,640	15,575	114%
Human Resources	Personnel Services	214,257	142,442	66%
	Services/Supplies	26,500	2,140	8%
Legal	Personnel Services	1,319,612	877,941	67%
	Services/Supplies	91,533	54,924	60%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	291,390	67%
	Services/Supplies	23,850	6,858	29%
Building Maintenance	Personnel Services	277,058	196,524	71%
	Services/Supplies	131,207	89,663	68%
	Capital Outlay		68,970	
Police	Personnel Services	8,682,213	5,634,168	65%
	Services/Supplies	804,799	361,823	45%
	Capital Outlay	100,450	96,167	96%
Fire	Personnel Services	7,177,070	4,730,656	66%
	Services/Supplies	376,013	180,990	48%
	Capital Outlay			
General Government	Services/Supplies	131,750	131,000	99%
	Capital Outlay		180,275	
Byrne Grant (Federal)	Personnel Services	152,311	99,730	65%
	Services/Supplies	91,507	9,402	10%
	Capital Outlay		34,722	
COPS Grant	Personnel Services	170,843	155,102	91%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	36,700	5,737	16%
	Capital Outlay			
Streets	Personnel Services	1,678,695	1,091,922	65%
	Services/Supplies	442,075	219,258	50%
	Capital Outlay	50,000	9,723	19%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 EIGHT MONTHS ENDED  
 31-May-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2012	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	179,604	91,800	51%
	Services/Supplies	40,300	1,176	3%
Engineering Services	Personnel Services	453,118	300,371	66%
	Services/Supplies	476,125	436,934	92%
	Capital Outlay			
Parks	Personnel Services	1,267,823	729,487	58%
	Services/Supplies	417,750	208,863	50%
	Capital Outlay	9,000	9,000	100%
Recreation	Personnel Services	628,342	361,525	58%
	Services/Supplies	135,000	92,723	69%
Building Inspection	Personnel Services	685,687	450,581	66%
	Services/Supplies	21,545	10,842	50%
Total General Fund		29,615,923	19,294,503	65%
Library	Personnel Services	1,020,775	648,339	64%
	Services/Supplies	173,850	114,788	66%
	Capital Outlay	90,000	45,583	51%
CDBG	Services/Supplies	297,600	142,902	48%
Cemetery	Personnel Services	164,489	81,692	50%
	Services/Supplies	84,975	48,969	58%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000	338,560	37%
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	676,600	170,547	25%
Insurance	Services/Supplies	234,000	275,325	118%
Cemetery Perpetual Care	Services/Supplies	98,000	64,924	66%
Jewett House	Services/Supplies	17,790	10,396	58%
Reforestation	Services/Supplies	3,000	30,341	1011%
Street Trees	Services/Supplies	75,000	19,975	27%
Community Canopy	Services/Supplies	1,200	549	46%
CdA Arts Commission	Services/Supplies	6,650	127	2%
Public Art Fund	Services/Supplies	189,600	61,162	32%
KMPO	Services/Supplies	350,000		
Total Special Revenue		4,541,529	2,187,179	48%
Debt Service Fund		1,500,680	317,253	21%

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
EIGHT MONTHS ENDED  
31-May-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2012	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000		
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	17,978	1%
Govt Way - Hanley to Prairie	Capital Outlay	418,000		
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay		1,095	
15th Street - Harrison to Best	Capital Outlay		33,054	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		7,570,000	52,127	1%
Street Lights	Services/Supplies	575,021	374,572	65%
Water	Personnel Services	1,589,394	1,008,687	63%
	Services/Supplies	3,987,557	742,314	19%
	Capital Outlay	1,817,500	640,172	35%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,271,589	1,480,842	65%
	Services/Supplies	6,875,920	1,223,005	18%
	Capital Outlay	7,538,880	2,062,874	27%
	Debt Service	1,073,110	1,110,191	103%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,229,772	2,125,702	66%
Public Parking	Services/Supplies	177,957	152,016	85%
	Capital Outlay		110,144	
Stormwater Mgmt	Personnel Services	435,690	289,496	66%
	Services/Supplies	681,938	263,128	39%
	Capital Outlay	300,000	64,186	21%
Total Enterprise Funds		32,207,078	11,647,329	36%
Kootenai County Solid Waste		2,200,000	1,256,787	57%
Police Retirement		194,000	124,617	64%
Business Improvement District		137,200	60,000	44%
Homeless Trust Fund		6,100	3,505	57%
Total Fiduciary Funds		2,537,300	1,444,909	57%
TOTALS:		\$77,972,510	\$34,943,300	45%