

Coeur d'Alene

CITY COUNCIL MEETING

April 1, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**A CONTINUED MEETING OF THE CITY COUNCIL
HELD IN THE CITY HALL COUNCIL CHAMBERS
ON MARCH 17, 2008 AT 12:00 NOON**

The City Council of the City of Coeur d'Alene met in continued session at the City Hall Council Chambers on March 17, 2008 there being present upon roll call a quorum.

Mayor Sandi Bloem

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

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

WORKSHOP - DESIGN REVIEW STANDARDS: City Planner Dave Yadon the purpose of today's meeting is to re-familiarize the Council with a concept that was brought to them about a year ago.

Essentially, the proposal is an enhanced role of the Design Review Commission. Mark Hinshaw was also asked to provide some input into the Design Review current procedure. Mr. Yadon distributed an outline of the existing composition, authority and responsibility of the Design Review Board. He noted that this process allows for public input at the very beginning of a development project and throughout the various Design Review process.

Mr. Yadon reviewed the areas for which the Design Review process applies. In the Downtown core it involves new construction projects; however, in the infill districts not all construction is reviewed by the Design Review Commission, but rather those projects that are over two stories or 4 units would be reviewed.

If an in-fill project is above the noted threshold, the process is similar to that of a normal architectural process involving 4 meetings. The first meeting is the initial pre-application meeting which is done with City staff. Then the developer would meet with the Design Review Commission to review their elevations of the conceptual design for all sides of the proposal, landscaped areas, parking, access, sidewalks, and amenities. The final meeting with the Design Review Commission covers the refined site plan and elevations, sample materials and colors and a finished perspective rendering.

In regard to Findings and Recommendations, Mr. Yadon reviewed the deliberation and authority of the Design Review Commission and the standards and guidelines by

which they must follow in making their decision. He also noted that the applicant does have the ability to appeal the Design Review Commission's decision to the City Council. He noted that only participants of record are also allowed to speak during the Council appeal. Mr. Hinshaw noted that the Commission must have sound findings and decision. Additionally, the developer's appeal must be based on the specific findings and standards used by the Commission in their decision. Mr. Hinshaw also noted that there are two items that the Commission cannot change, which are: they cannot increase the floor area and they cannot increase the height of the building.

Councilman McEvers asked if the Council can just choose from the conditions placed on the project by the Design Review Commission during the Council appeal hearing process. Deputy City Attorney Warren Wilson noted that this is a different type of hearing than what the Council usually has during an appeal process. Their role in this appeal is to make a determination of whether or not the decision of the Design Review Commission was a correct decision.

Mayor Bloem asked if a developer can come back to the Design Review Commission at a step further in the process if they are denied by the Commission and they changed the specific conditions. Mr. Wilson responded that there is a section that allows a developer to come back mid-point instead of starting over with the entire process depending on how much they changed their project and based on the Design Review Commission findings.

Councilman McEvers asked what the cost is to the developer. Mr. Yadon responded that at this point, fees have not yet been established. As for the issue of being an additional burden to have the developer go through this process, Mr. Yadon noted that this is the normal process a developer would go through. Mr. Hinshaw noted that if a fee were developed, he recommended that the fee be a sliding-scale fee depending on the size of the development.

Councilman McEvers asked what impact this new process would have on staff. Mr. Yadon noted that due to the limited area of the overall city subject to this process, he does not foresee that many requests. Mr. Yadon noted that generally at this level, there is no fee for this process. Councilman Hassell believes that a fee should be established for at least those projects that go to the Design Review Commission. Councilman Goodlander does not want to see a fee at this level of the project. Mr. Yadon responded that until they have completed the process on a few of these projects, they do not have enough data to determine a fee.

City Administrator Wendy Gabriel asked if a citizen has an opportunity to appeal the Design Review Commission decision. Mr. Hinshaw responded that only those citizens that are "a party of record" can appeal the decision.

Councilman Goodlander asked how citizens are notified of these meetings. Deputy City Attorney Warren Wilson said that notification for the first meeting will be the

same as the Planning Commission meeting process. For subsequent meeting only those citizens established as "a party of record" will be sent notices.

Mr. Yadon noted that in regard to the public hearing tomorrow night, the City has received two written comments in response to the proposed amendments to the Design Standards. There are two particular guidelines in the proposed changes that Mr. Yadon pointed out - one is the section for signs. Signs are not a part of the zoning code and the Council can decide whether to keep signs regulations reviews with the Sign Board or if they want to add it to the Planning Commission. The second is the clear space - Mr. Yadon noted that this section is for future sidewalk/pedestrian travel and does not require existing structures to come into compliance with this 7-foot standard. Councilman Goodlander requested that the Design Standards should include a reference to the Sign Code and Sign Board which developers must comply with.

Mayor Bloem asked what a "pedestrian oriented street" means. Mr. Yadon responded that this standard applies for sidewalks along certain streets which involves Sherman from 2nd to 6th and the secondary streets are the numbered streets on Front and Lakeside within the Downtown District. Mr. Hinshaw noted that if someone was doing a remodel on an existing building within this area, then some of the sidewalk standards would not typically apply.

CONSIDER AMENDMENT TO THE ANNEXATION APPLICATION

POLICY: City Administrator Wendy Gabriel reported that staff has now completed a few applications through the new request for consideration of annexation process and they like what they see at the Public Works Committee meeting whereby staff does a report, the application gives their testimony and the public is allowed to speak to this issue. She noted that staff would like to see this process moved to the City Council level. Councilman Hassell believes that the Public Works Committee would concur that this move is also a good idea.

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

The meeting adjourned at 1:44 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
MARCH 18, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, March 18, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Loren Edinger)	
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	

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

INVOCATION was led by Pastor Paul Peabody of the Grace Bible Church

PLEDGE OF ALLEGIANCE: Councilman Hassell led the pledge of allegiance.

PUBLIC COMMENTS:

Library Staff Increase: Jim Elder, 111 Hazelwood, President of the Coeur d'Alene Library Foundation reported that the activity at the new library has increased dramatically. The initial projection was for a 30-40% increase in usage. Over the seven months that the Library has been open, there has been an increase of 80%-100%, with 800-1000 people per day. The library will be requesting an increase in staff to accommodate the additional volume and the Foundation hopes the City Council will support their request.

Police and Fire Safety Facility: Terry Cooper, Director of the Downtown Association, 105 North First Street, spoke in support of the proposal for the Police and Fire facility at City Park. During the summer months, there is a great deal of activity and the Association believes the presence of the facility would help increase safety downtown.

Water Rate Hearing: John Williams, 622 Harcourt, commented on his concern for lack of gallon usage on the water bills. Everyone needs to conserve water usage but if you can't tell how many gallons you are using that affects cost, it is difficult to determine how much you need to conserve to reach the next level that may reduce your cost. He cited an instance where a mobile home court went from one single meter to each site being metered and the result was no one watered due to the expense not realizing that with

some conservation the individual may have been able to reduce their bill. Councilman Kennedy reported that the water rate hearing has been moved to the first meeting in April. Finance Director, Troy Tymesen reported that the new bills will show the amount of gallons used, will be read monthly, and the proposed rate will only be a minor increase up to 32,000 gallons.

Sidewalk Repair : Tom Anderson, 814 Coeur d'Alene Avenue, spoke regarding the sidewalk repair ordinance on behalf of his mother who lives on Lakeside. His concern is that individual homeowners are doing the contracting and many citizens are hiring contractors that may not do the work properly and the end result is citizens having to do battle with contractors in court. He commended Diana Booth from the Street Department on the job she is doing coordinating the project. It is helpful to have neighbors unite together and hire one contractor to reduce costs but in his instance, four of the ten homes are rentals with out of state landlords and the one homeowner located locally ends up being the agent fighting with the contractor for all the other properties. he feels the process need to be reviewed and his suggestions are possibly have City do the contracting, so the process is more efficient, the sidewalks are repaired properly, and the overall cost to each individual is lower, even including administrative costs. Mr. Anderson also recommended that when planning something that affects everyone have someone on the Committee that represents "the little guy". Edinger asked if homeowners banded together, could they obtain one \$50.00 encroachment permit for their project rather than each property owner having to pay the \$50.00 encroachment fee. He also reminded everyone that often tree roots are a problem as well which involves additional expense in tree management. City Administrator Wendy Hague thanked Mr. Anderson for his suggestions, and replied that this is a new process and City staff is already reviewing the implementation. Goodlander asked if the City could have a list of acceptable contractors who have registered. She is concerned about trusting citizens, especially the elderly, who contractors may be taking advantage of. Hague replied that a link can immediately be added to the City's web site to the state of Idaho list of contractors who hold Public Works licenses. Kennedy also commented that the initial plan was passed with trepidation, and that this is the first year of trying to bring the City into compliance with ADA requirements. Anderson also recommended that when planning something that affects everyone, that the City should consider having someone on the Committee that represents "the little guy". Mayor Bloem reminded the Council that at the present there is an ordinance in effect, and if the Council wants to make changes, they must direct staff to change the ordinance.

Kathy Kincel, 621 East Foster, also spoke regarding the sidewalk repair. Many people struggle to purchase homes and some people reside on corners causing an even greater expense. Everyone in the City has access to those sidewalks so all should share in cost. Some sidewalks date back to 1911. The City has access to urban renewal dollars and maybe they could assist with cost. It's difficult to come up with \$5000.00. She would just as soon tear up the sidewalk and create a green belt with trees.

Harold Hocker, 1413 East Spokane Street, commented that he lived in the Sacramento area as was ripped off by contractors two different times. The roots of trees are very

expensive to remove especially if they have grown under sidewalks.

MOTION: Kennedy, second by Edinger, to direct staff to look again at the ordinance to reopen more nuances for ways moving forward.

Discussion; Hassell stated that the City still has to do the sidewalk repair but asked if City could coordinate without changing the ordinance? Goodlander commented that even though the Federal Government is requiring the City to do this perhaps a better way of implementation can be developed. Kennedy retorted that he is not asking staff to throw out the ordinance but there must be a workable plan and the staff needs the Council's approval to proceed.

Edinger Called for the Question. The vote on the Call for the Question failed.

Under further discussion, McEvers informed everyone that federal monies will be taken away from the City if the City does not comply. There needs to be help with coordination, financing, pooling of resources, and spreading out of cost.

Motion carried with Hassell voting no. Motion carried.

Tubbs Hill Burn: Glen Lauper, Coeur d'Alene Fire Department, Deputy Chief spoke on the need for a prescription burn on Tubbs Hill. The weather conditions have not been conducive with the ground too wet with some snow remaining, leaving the fuels too moist to burn. There's is a short time window as the burn must be completed before the growth above the surface gets too high. Mike Denny, Department of Lands, and Karen Haskew, City Urban Forester, spoke stating that they hope that the burn can occur next week. If favorable conditions occur, they will burn on the south side of the hill. Edinger who serves on the Tubbs Hill Foundation asked how big the area would be and what it would accomplish. The answer was four sections, about sixty acres. A handout was distributed, showing the year 2000 burn and the results two weeks and four weeks after the burn. The initial concern was for the wildflowers, and the wildflowers thrived. Haskew explained that the intent is to only burn the grasses and shrubs above ground, and if the ground still contains moisture but tops are dry, carbons are released that are conducive to a good wildflower crop. The goal is to propagate more native Pondersosa Pine and control the Douglas Fir.

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

1. Approval of minutes for March 4, 2008.
2. Setting General Services Committee and Public Works Committee for Monday, March 24th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 08-013: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LEASE AMENDMENT WITH COMMERCIAL PROPERTY MANAGEMENT/JIM KOON FOR 816 SHERMAN AVENUE AND

APPROVAL OF AGREEMENT WAIVING OPPOSITION TO ANNEXATION
WITH JON POLIMENI FOR 3195 SPRINGVIEW DRIVE

4. Approval of bills as submitted and on file in the Office of the City Clerk.
5. Setting of public hearings: A-1-08/ZC-1-08/PUD-1-08/S-1-08 - appeal - 418 Lilac Lane and 2310 Pennsylvania Ave. for May 6, 2008 and O-3-08 - Off-street parking for courthouses for April 15, 2008.

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

COUNCIL COMMENTS:

COUNCILMAN EDINGER: Only one comment: Go Zags, Go Cougars

COUNCILMAN BRUNING: The bids were opened for the new park at Sunshine Meadows. Volunteers have donated much of the construction at North Pines Park. On January 1st, Jackie in the Parks Department had six people lined up to schedule weddings for Riverstone Park. They have eleven weddings scheduled this summer in that park.

ADMINISTRATOR'S REPORT: City Administrator, Wendy Gabriel reported that staff is already working on trying to find a method for shared costs, an LID, or some other method regarding the sidewalk repairs. Many citizens have brought forth ideas and she is pleased that staff has already begun work on this subject.

EQUIPMENT ACQUISITION - 3RD STREET PARKING LOT: McEvers reported that the cost for the new parking equipment will be paid for from parking fees and no tax monies used. The system is 18 years old. Motion by Edinger, seconded by Goodlander, to approve the expenditure of \$27,100,58 to purchase new parking entrance control equipment for the 3rd Street Parking lot from the Parking Fund, a non-property tax support fund. Motion carried.

RCA-6-08 - REQUEST FOR ANNEXATION AT PRAIRIE AVENUE: John Stamos, Senior Planner gave the staff report. The applicant originally has a problem with a wastewater issue that conflicted with the Sewer Master Plan. The applicant has met with wastewater and worked out a solution. The recommendation is to approve the request. Water to this area is supplied by the Hayden Irrigation District. It is an established stable area meeting the Comprehensive Plan for this area. The property is adjacent to Sunshine Meadows, with Ramsey Road to the east, and Coeur d'Alene Place to the south. Motion by Hassell, seconded by Kennedy, to allow the applicant to proceed with the formal application for annexation. Motion carried.

RESOLUTION NO. 08-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES FOR PROCESSING REQUESTS TO CONSIDER ANNEXATION.

Hassell explained that requests for annexations sometimes may not be granted due to up front disclosed conditions and the Council can review these in the beginning to save the citizen going through the entire process and then being denied, or give the applicant a chance to remedy the condition prior to going through the entire process. City Council has the authority to approve, deny, or conditionally approve. The action can be tabled until the applicant has a chance to remedy a concern. The process takes place at one time in front of the City Council rather than at a Public Works meeting and then again at a City Council meeting.

Motion by Hassell, seconded by Edinger, to adopt Resolution 08-014.

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

PUBLIC SAFETY STRUCTURE IN CITY PARK: Staff report was given by Captain Steve Childers of the Coeur d'Alene Police Department who explained the need for a safety building to be located adjacent to the Museum near City Park with view of the basketball courts and City Park. The building would be utilized by the Police and Fire personnel and other assisting agencies during the summer months and during special events. The building would have a public access window for information and also used as a base for the bicycle police and Police Officers using the "mule" during the summer. It has also been suggested that a call box be placed on the exterior when the building is not manned. The project is being presented to the Lake City Development Corporation for funding with a proposal of the City repaying one half the cost approximately \$25,000 in the spring of 2009 from that fiscal year budget. Edinger asked if the project would proceed if the LCDC would not fund this project and Childers replied No- there is no money in this fiscal year's budget for this project. Motion by Kennedy, seconded by Hassell, to authorize staff to proceed with the necessary steps to acquire a fabricated cement building to be located in City Park and to be used as a public safety building. Motion carried.

PUBLIC HEARING - O-1-08 - EXPANDING THE ROLE OF THE DESIGN REVIEW COMMISSION: Mayor Bloem read the rules of order for this legislative public hearing. Dave Yadon, City Planner, gave the staff report.

Mr. Yadon reviewed the recommended changes to the current regulations for the Design Review Commission, including amending the membership requirements, their authority, the design guidelines, notifications, and the design review procedures. Within downtown area, it has been effective in creating better design and effective review. The changes would also ensure more timely meetings, with public notice, on a regular public meeting schedule posted on web site, allowing public comment, with a four step process.

PUBLIC COMMENTS:

Joe Morris, 304 South Eleventh Street representing the East Mullan historic district. The homeowners in the area requested input to retain the character and strengthen the guidelines for development in a thoughtful manner. They support the proposal as they

have requested more public notice and a means to stay informed on the process. He commented that not only is this good for the proposed areas but the entire City as well.

Harold Hocker, 1413 East Spokane Street spoke concerned about people who don't have computers. It was explained to him that the first notification will be to all nearby property owners by mail and then future meetings will be posted on the City's website.

COUNCIL BILL NO. 08-1003
ORDINANCE NO. 3328

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 2.98.010, 2.98.020, 2.98.030, 2.98.040 TO MODIFY THE MAKE UP OF THE DESIGN REVIEW COMMISSION, MAKE HOUSEKEEPING CHANGES AND PROVIDE FOR STANDING ALTERNATES; ADOPTING A NEW SECTION 2.98.050 TO ESTABLISH A QUORUM REQUIREMENT AND TO ESTABLISH RULES GOVERNING SCHEDULING AND CONDUCT OF DESIGN REVIEW COMMISSION MEETINGS; AMENDING SECTIONS 17.07.935, 17.07.940 AND 17.07.945 TO ESTABLISH RULES GOVERNING THE REVIEW OF A PROJECTS COMPLIANCE WITH DESIGN STANDARDS AND GUIDELINES BY THE PLANNING DIRECTOR AND DESIGN REVIEW COMMISSION; AMENDING SECTIONS 17.09.305, 17.09.310, 17.09.315, 17.09.320, 17.09.325, 17.09.330, AND 17.09.335 TO ESTABLISH PROCEDURES FOR DESIGN COMMISSION REVIEW OF PROJECTS FALLING WITHIN THE COMMISSION'S AUTHORITY INCLUDING PROVISIONS FOR PUBLIC NOTICE AND COMMENT, APPLICATION AND SUBMITTAL REQUIREMENTS, BURDEN OF PROOF, ISSUANCE OF A DECISION BY THE COMMISSION AND APPEALS TO THE CITY COUNCIL; ADOPTING A NEW SECTION 17.09.340 TO REQUIRE ADHERENCE TO APPROVED PLANS; REPEALING SECTIONS 17.09.905, 17.09.910, 17.09.920, 17.09.930, 17.09.940 AND 17.09.950; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Hassell, to pass the first reading of Council Bill No. 08-1003.

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

Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt Council Bill No. 08-1003 by its having had one reading by title only.

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

PUBLIC HEARING - O-2-08 - AMENDMENTS TO EXISTING DESIGN REGULATIONS: Mayor Bloem reiterated the rules of order for a legislative public hearing. Dave Yadon, Planning Director, gave the staff report.

Mr. Yadon reviewed the proposed changes to the Downtown Design regulations which include amending the design standards adopted in 2002-2003. George Ives, Chairman of the Design Review Commission explained that the regulations have been before the Planning and Zoning Commission as well as the design review and hopes it will be a tool for planning for the future. City Planner, Dave Yadon called attention to the design standards concerning sidewalk uses and sign guidelines as these were included in the proposed recommendations. Yadon mentioned that signs would be coordinated with the City Sign Board.

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

Motion by Hassell, seconded by Kennedy, to approve the proposed amendments to the Downtown Design regulations and to direct staff to prepare an ordinance amending the current regulations. Motion carried.

PUBLIC HEARING - WATER RATE AMENDMENTS: Councilman Kenney announced that this hearing has been moved to April 1, 2008.

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers, to enter into Executive Session as provided by I.C. 67-2346 §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at executive session does not satisfy this requirement.

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

The Council entered into Executive Session at 7:46 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney. Matters discussed were those of property acquisition, pending litigation and claims. No action was taken and the Council returned to regular session at 9:15 p.m.

Motion by Goodlander, seconded by McEvers, to direct staff to settle claim with the Patterson claim. Motion carried.

Motion by Goodlander, seconded by McEvers, to take no action on the Strongheart claim. Motion carried.

WILLIAMS CLAIM: Motion by Goodlander, seconded by McEvers, to take no action on the Williams claim. Motion carried.

MITCHELL CLAIM: Motion by Goodlander, seconded by McEvers to take no action on the Mitchell claim. Motion carried.

ADJOURNMENT: Motion by Hassell, seconded by Goodlander, to recess this meeting to March 26th at 11:30 a.m. in the Library Community Room for a City Council/Lake City Development Corporation workshop. Motion carried.

The meeting recessed at 9:16 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING BID AWARD AND APPROVAL OF A CONTRACT WITH ACI CONSTRUCTION FOR SUNSHINE MEADOWS PARK, PHASE 1; RATIFY 2 AGREEMENTS WAIVING OPPOSITION TO ANNEXATION WITH STEVE & SANAE MEYER AND WILLIAM & BONNIE WILLOUGHBY; APPROVAL OF AN AMENDMENT TO THE FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS POLICY; APPROVAL OF A CONTRACT EXTENSION WITH LEGENDS PHOTOGRAPHY FOR PHOTOGRAPHY SERVICES FOR YOUTH RECREATION PROGRAMS; APPROVAL OF AN INTERAGENCY FUNDING / COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE US-95 ACCESS STUDY AND APPROVAL OF THE DESTRUCTION AND TRANSFER OF CERTAIN RECORDS FROM THE POLICE DEPARTMENT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 6" and by reference made a part hereof as summarized as follows:

- 1) Bid Award and Approval of a Contract with ACI Construction for Sunshine Meadows Park, Phase 1;
- 2) Ratify 2 Agreements Waiving Opposition to Annexation with Steve & Sanae Meyer and William & Bonnie Willoughby;
- 3) Approval of an amendment to the Food and Alcoholic Beverage Service Areas on Public Sidewalks Policy;
- 4) Approval of a Contract Extension with Legends Photography for photography services for youth recreation programs;
- 5) Approval of an Interagency Funding / Cooperative Agreement with the Idaho Transportation Department for the US-95 Access Study;
- 6) Approval of the Destruction and Transfer of certain Records from the Police Department

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 6" 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 1st day of April, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

April 1, 2008

From: Doug Eastwood, Parks Director

Subject: SUNSHINE MEADOWS BID AWARD – PHASE I

Decision Point: On March 17th we opened four bids on this project. The apparent low bidder is ACI Northwest, Inc. at 6600 N. Government Way, Coeur d'Alene, Idaho 83815. Request authorization to enter into a contractual agreement with ACI Northwest for Phase I construction of Sunshine Meadows Park.

History: This park site was donated to the City in 2006 as a future park site. The neighborhood is built out and the park would provide a benefit to the residents. A large number of the residents have worked with us to redesign the park concept and have volunteered to help build the playground and plant trees and shrubs. The Parks Master Plan identifies this park as a site that should be built as soon as funding is available.

Financial: The park development is estimated to be approximately \$275,000.00. Those funds are identified in the Parks Capital Improvement Fund. The park will be built in two phases. Park equipment/amenities are not included in the bids on either phases but are provided separately with some amenities being installed by the contractors and some installed by the Parks Department and homeowners. Phase I will cost \$85,713.00.

Performance Analysis: Sunshine Meadows Park development helps us keep pace with the population growth and to continue to meet our acres/population ratio (4 acres/1,000 population). The park will service approximately 2,500 people and have a dynamic impact on the neighborhood with regard to scenic open space and leisure outdoor recreation opportunity.

Decision Point: Award contract to ACI Northwest for Phase I construction of Sunshine Meadows Park in the amount of \$85,713.00.

CONTRACT

THIS CONTRACT, made and entered into this **1st day of April, 2008**, 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 **ACI NORTHWEST, INC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 6600 N. Government Way, Coeur d' Alene, Idaho 83815, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Phase 1 construction of Sunshine Meadows Park** 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 Engineer, 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 Eighty-Five Thousand Seven Hundred Thirteen and NO/100 Dollars (**\$85,713.00**).

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 60 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$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 constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him 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.

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:
ACI NORTHWEST, INC.

Sandi Bloem, Mayor

By: _____
Jim Haneke
Its: President _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of April, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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



STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of April, 2008, before me, a Notary Public, personally appeared **Jim Haneke**, known to me to be the President, of **ACI Northwest, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: April 1, 2008
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: Annexation and connection to City sanitary sewer.

DECISION POINT:

Annexation consideration and sanitary sewer connection for William and Bonnie Willoughby at 5225 15th Street and Steven and Sanae Meyer at 2735 Fernan Hill Rd.

HISTORY:

The 5225 15th Street property has sanitary sewer available to their property line on Hoffman Ave. The property at 2735 Fernan Hill Rd. can reach City sanitary sewer with a residential private pump system. The closest available connection is a manhole in Fernan Hill Rd approximately 425 feet to the east of 2735 Fernan Hill Rd.

FINANCIAL ANALYSIS:

The 5225 15th Street and 2735 Fernan Hill Rd. connections to the City sanitary sewer, if approved, will be at no cost to the City.

PERFORMANCE ANALYSIS:

The 5225 15th Street sanitary sewer connection should be a relatively inexpensive cost to the property owner as the sanitary sewer lateral is beyond City ROW and to the property.

The 2735 Fernan Hill Rd connection to City Sanitary sewer will be a challenge to the property owner.

DECISION POINT/RECOMMENDATION:

Wastewater has no objections to 5225 15th Street connecting into City sanitary sewer. Wastewater also has no objections to 2735 Fernan Hill Rd connecting into City sanitary sewer.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 20th day of March, 2008, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and **Steven Meyer and Sanae Meyer**, husband and wife, whose mailing address is 2735 E. Fernan Hill Road, Coeur d'Alene, Idaho 83814 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for wastewater service to the existing residence situated on the two parcels legally described in Exhibit "A", attached hereto and incorporated herein, the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the properties described above into the City of Coeur d'Alene, the Owners of said properties agree and covenant that they will immediately begin the process to annex the properties into the City of Coeur d'Alene and continue the process until the properties are annexed. Owners further covenant that by executing this agreement that they consent to and waive all rights to object to annexation by the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such properties.

2. That all costs and fees for connecting to and providing wastewater service including but not limited to annexation fees, plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be born by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such wastewater service.

3. That the connection to the City's wastewater service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

By their signatures below, the Owners attest that they are the legal owners of the properties described above and they possess the legal authority to execute this agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

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

OWNERS:

Sandi Bloem, Mayor

Steven Meyer, Husband

ATTEST:

Susan K. Weathers, City Clerk

Sanae Meyer, Wife

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of March, 2008, before me, a Notary Public, personally appeared **Steven Meyer and Sanae Meyer**, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily executed the same.

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

Notary Public for Idaho
Residing at Coeur d' Alene
My Commission expires: 11/27/08

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this _____ day of March, 2008, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and **William Willoughby and Bonnie Willoughby**, husband and wife, whose mailing address is 5255 N. 15th Street, Coeur d' Alene, Idaho 83815 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for wastewater service to the existing residence situated on the two parcels legally described in Exhibit "A", attached hereto and incorporated herein, the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the properties described above into the City of Coeur d'Alene, the Owners of said properties agree and covenant that they will immediately begin the process to annex the properties into the City of Coeur d'Alene and continue the process until the properties are annexed. Owners further covenant that by executing this agreement that they consent to and waive all rights to object to annexation by the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such properties.
2. That all costs and fees for connecting to and providing wastewater service including but not limited to annexation fees, plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be born by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such wastewater service.
3. That the connection to the City's wastewater service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

By their signatures below, the Owners attest that they are the legal owners of the properties described above and they possess the legal authority to execute this agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

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

OWNERS:

Sandi Bloem, Mayor

William, Husband

ATTEST:

Susan K. Weathers, City Clerk

Bonnie, Wife

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of March, 2008, before me, a Notary Public, personally appeared **William and Bonnie Willoughby**, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily executed the same.

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

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

EXHIBIT "A"

A parcel of land in the NE¼ of SE¼ of Section 36, Township 51 North, Range 4 WBM, Kootenai County, State of Idaho, and described as follows: beginning at the East ¼ corner of Section 36, Township 51 North, Range 4 WBM; thence south along the section line, which is also the approximate center line of North 15th Street, a distance of 1089.78 feet; thence turn 90°42' right a distance of 25.0 feet to the true point of beginning;

Thence South and parallel to and 25.0 feet from the section line a distance of 200 feet to an iron pipe; thence turn right 90°42' a distance of 140.38 feet to an iron pipe; thence northerly 200 feet to an iron pipe; thence easterly 140.38 feet to the true point of beginning

Address of 5225 N. 15th st. AND 5245 N. 15th st.
Coeur d'Alene, Idaho

**General Services
Committee and City Council**

From : Kathy Lewis, Deputy City Clerk
Re: Outdoor Eating Facility Policy
Date: March 10, 2008

Decision Point: Should the City Council adopt the recommended changes to the outdoor eating policy ?

History: The outdoor eating policy was updated to require the coring and placement of posts and barriers for those establishments serving alcohol. In addition, it was recommended that tables be placed on either the curb side of the sidewalk allowing room for car doors to open or on the opposite side of the sidewalk adjacent to the business. At that time, the City Council made the decision to allow tables on both sides of the sidewalk. One season has passed, and several issues have surfaced, including the need for posts to be removed after the height of the outdoor season to accommodate maintenance, snow removal, public safety, and greater use of the sidewalk. The work group for the downtown area sidewalk use also felt this was a problem area. Currently permits may be issued beginning January 01 expiring December 31 annually. By establishing a season, the permits would be applicable to the time frame in which the majority of tables are being utilized.

Financial Analysis: There is no financial impact to the City budget with the proposed changes. . The vendors would be more limited in the months in which they could use the sidewalk but most businesses only use the sidewalk seasonally. Vendors using both sides of the sidewalk would be required to reduce the number of tables used. Vendors placing tables on narrow side streets would be limited to small bistro tables rather than large tables that are now being used.

Performance Analysis: With reduction in the number of months, the sidewalks can be cleaned better, snow removal made easier, and citizens have more use of the sidewalks when not needed for outdoor dining. The vendors would be more limited in the months in which they could use the sidewalk but most businesses only use the sidewalk seasonally. Vendors using both sides of the sidewalk would be required to reduce the number of tables used. Vendors placing tables on narrow side streets would be limited to small bistro tables rather than large tables that are now being used. The recommended changes are:

1. Establish season for permits: April 1 to October 15 annually
2. Table placement contiguous to business or on curbside with open car door space allowance
3. On side street placements, limit size of tables to bistro tables with no more than a 24" diameter

Quality of Life: More use of sidewalks by citizens during the inclement weather months, and easier pedestrian travel during the summer months. The Downtown Association has also requested better access in the "off" seasons for maintenance. By removing the posts by October 15th , the posts would reduce obstruction.

Decision Point/ Recommendation: Should the General Services Committee and City Council adopt the recommended changes to the Outdoor Eating Policy ?

AMENDED
POLICY

POLICY: FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

PURPOSE: TO ESTABLISH CRITERIA FOR ISSUING ENCROACHMENT PERMITS FOR THE PURPOSE OF ALLOWING THE SERVICE OF FOOD AND/OR ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PUBLIC SIDEWALKS.

Purpose Statement:

The purpose of this policy is to establish the process for issuing annual encroachment permits allowing the service of food and alcoholic beverages for consumption on public sidewalks adjacent to restaurants within city limits. This policy also establishes the guidelines that must be followed by the licensed facility in order to retain the permit. No alcoholic beverages may be sold, served, or consumed at the outdoor eating facility except as may be authorized pursuant to this policy.

Application:

In order to be complete, the application must contain the following information or be accompanied by the following attachments:

1. An indication that that the applicant is seeking a food only or a food and alcohol permit. To qualify for a food and alcohol permit the eating establishment must meet the definition of eating establishment contained at M.C. 5.08.015.
2. If a food and alcohol permit is sought, a copy of the subject eating establishment's liquor licenses (including beer and/or wine) must be provided. Provided however that the applicant may apply for a City liquor license at the same time.
3. A drawing or other visual depiction of the type, layout and number of tables, chairs and the stanchion and barrier system and signage to be used in the encroachment area, if applicable, as well as the width of the sidewalk along the frontage of the eating establishment and all pathway obstructions in the sidewalk across the frontage. For the purpose of this policy, obstructions include but are not be limited to light poles, building facades, trees, tree grates, umbrellas, chairs/benches, tables, partitions, or other street furniture.

4. The appropriate fee as set by resolution of the City Council.
5. The appropriate per seat sewer cap fee.
6. A liability insurance policy, acceptable to the City Attorney, naming the City as an additional insured in the amount of \$500,000 for property damage or bodily or personal injury or death or loss as a result of any one occurrence or accident regardless of the number of person injured or the number of claimants. The policy must remain in effect for the term of the permit and provide for specific notification to the City in the event that the policy is cancelled.

All applications shall be submitted to the City Clerk who will, upon compliance with this policy and other applicable laws and standards, issue the appropriate permit, which shall expire on December 31st of each year.

Design and Layout Standards:

1. The encroachment area must be designed to ensure a continuous 42” wide clear passage for pedestrians at a minimum and to ensure that the sidewalk meets ADA standards for accessible routes. In addition, the layout of the encroachment area must ensure that the tables, chairs and any other furniture or structure placed in the encroachment area does not interfere with other sidewalk furnishings or with the ability of a person to exit a vehicle parked at the curb.
2. Outdoor eating facilities located at intersections may not place tables or other vision obstructions within the vision triangle as defined by M.C. 12.36.425.
3. The encroachment area may not extend beyond the side walls of the principal eating facility perpendicular to the street, or if using space next to curb, no tables may be placed next to building.
4. Tables placed on side streets may be no larger than 24” in diameter.

Food and Alcohol Permit Additional Design Requirements:

- 4.5. Approved semi-permanent partitions of the type depicted in this policy must be utilized to enclose the encroachment area. The stanchions must be affixed to the sidewalk by core drilling and placing a socket and cap fixture into the sidewalk with the top of the socket installed flush with the sidewalk. The stanchions must be a minimum of 36” tall and no higher than 42” and 1.5 to 2” in diameter and the socket depth must be at least 4”. The stanchions may be spaced no more than 10’ apart. An approved all weather

material rope or light weight chain barrier must be securely attached to each stanchion and the building façade so as to enclose the encroachment area. The barrier must be attached in taut manner so as to maintain a rigid perimeter. If the top barrier is higher than 36”, a second barrier must be installed midpoint between the top barrier and the sidewalk. The stanchion and barriers must be locked or secured in such a manner that will prevent them from being detached or removed without the assistance of the establishment’s staff. When the stanchions are removed from the socket, a socket fixture cap must be installed and maintained in a level, secure manner.

5.6. A sign no smaller than nine inches (9”) by twelve inches (12”) must be posted at a height of five feet (5’) at each exit from the encroachment area. The sign must read: “It is unlawful to consume on these premises any alcoholic beverage not purchased here or to remove any open container of alcohol from the sidewalk eating area.”

Conditions of Approval

All permit holders:

The permit, if granted by the City, is conditioned on the permittee maintaining the encroachment area in the manner depicted in the application. In addition, the permittee must:

1. Take all necessary steps to prevent patrons, and/or employees from encroaching into the required clear passage area.
2. Maintain the encroachment area and surrounding areas in a clean and sanitary manner, including, but not limited to, maintaining appropriate trash receptacles on restaurant property as well as sweeping the full right-of-way on a daily basis. The permittee must also immediately clean any spills, food debris, broken glass and other trash which may accumulate on the sidewalk.
3. Promptly comply with all requests of a duly authorized representative of the City regarding removal of stanchions, street furniture or glassware in the event the City determines that the use of stanchions, street furniture or glassware creates a public safety hazard.
4. Comply with all other local, state, or federal laws, ordinances, and regulations, including but not limited to health rules, laws pertaining to the sale and consumption of alcoholic beverages, and fire code regulations.

5. Permits will be valid April 1 through October 15 annually.

Additional Conditions for Food and Alcohol Permit Holders:

5.6. Prohibit the sale or consumption of alcoholic beverages in the encroachment area between the hours of 11:00 p.m. and 10:00 a.m.

6.7. Take all necessary steps to prevent patrons from leaving the encroachment area with an alcoholic beverage.

7.8. Beverages may be poured from bottles into glass or plastic ware by employees of the restaurant provided that empty bottles are promptly removed. Wine, when purchased by the bottle, may be placed at the table or the wine may be transferred to a carafe. However, any unused portion to be removed from the premises must be packaged in a manner to prevent public consumption or an open container violation.

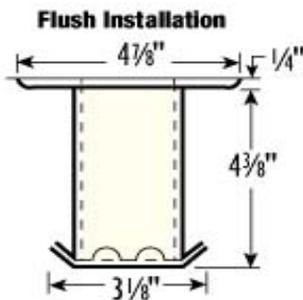
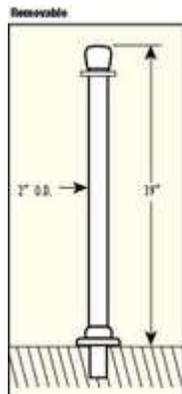
8.9. Not use glassware during the following events or other public events that the City determines creates a public safety hazard due to overcrowding, congestion or other public safety concerns. In the event that the City determines that glassware may not be used the City will endeavor to provide as much notice as is reasonably possible given the then existing circumstances.

- a. Car d'Alene.
- b. 4th of July.

Denial and Revocation of Permits:

The process of revocation and the grounds therefore shall be governed by the encroachment permit. The City reserves the right to deny new permits to eating establishments for any reason that would justify revocation of a permit.

Typical Stanchion and Socket:



**PARK & RECREATION COMMISSION
STAFF REPORT**

Date: March 17, 2008
From: Steve Anthony, Recreation Director
SUBJECT: **YOUTH SPORTS PHOTOGRAPHY EXTENSION**
(General Services Committee Action Required)

DECISION POINT:

The Recreation Department is seeking authorization to extend the photography services of Legends Photography until October 1, 2009.

History:

The Recreation Department entered into a contract with Legends Photography to take individual and team pictures for the city's youth recreation programs. The contract was to end October 1, 2008. Legends have been the official photographer for the city all but 5 of the last 20 years. They are very easy to work with and we are pleased with their customer service.

Financial Analysis:

Legends has agreed to keep the price at \$8.00 for the basic picture package. They will also provide sponsors' plaques to the city at no charge.

Quality of Life Analysis:

Pictures of children participating in our youth programs have become a tradition. We have been very pleased with Legends Photography.

Recommendation:

The Recreation Department is requesting that the Commission recommend to the General Services Committee that the Legends Photography contract be extended through October 1, 2009.

CONTRACT

THIS CONTRACT, made and entered into this 1st day of April, 2008, by and between the **City of Coeur d' Alene**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter called "City," and **Legends Sports Photography**, an Idaho Corporation, hereinafter called the "Photographer,"

WITNESSETH:

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

WHEREAS, the City desires to enter into a contract with Legends Sports Photography; NOW, THEREFORE,

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

SECTION 1: Photographer agrees to take photographs of youth program participants and teams sponsored by the City Recreation Department for all programs conducted between April 1, 2008 and October 1, 2009.

Photographer agrees to the following months for photos:

Spring Soccer – April
Summer Baseball/Softball – June
Fall Soccer – September
Flag Football – September
Winter Basketball – November
1st, 2nd, & 3rd Grade Basketball – February

It will be the responsibility of the photographer to have picture packages available to the Recreation Department approximately four weeks before above photo dates.

SECTION 2: Photographer further agrees it will provide the participants the following photographic package for Eight and NO/100 Dollars (\$8.00):

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

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

SECTION 3: Photographer further agrees to provide the following:

1. One (1) 5 x 7 group color photo mounted on a plaque for presentation to the sponsor free of charge.
2. Each player that participates in photo day will receive a free photo button, whether they purchase a photo or not.
3. Photographer will sponsor one team in every sport.
4. Two free team photographs to each team for the coaches.
5. Each memory mate will have a custom die cut stamped on it with the Recreation Department's logo.
6. Photographer will provide a free memory mate for families in need (up to the equivalent of 1 (one) photo per team)
7. Youth Star Sponsorship Program. A scholarship in the amount of two percent (2%) of the photo lab expense to be awarded to a high school senior who has participated in the Recreation Department's program.

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

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

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

SECTION 7: The parties further agree the photographer may increase picture rates as needed for inflation, production costs, etc. This increase shall be limited to a maximum of 1 dollar per year and be subject to approval by the Coeur d'Alene Recreation Department.

SECTION 8: If, through any cause, the Photographer shall fail to fulfill in a timely and proper manner his obligations under this agreement, including but not limited to poor quality, constantly missing delivery times, failure to retake a team, or if the Photographer shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Photographer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports

or other material prepared by the Photographer under this agreement shall at the option of the City become its property, and the Photographer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

CITY OF COEUR D'ALENE

LEGENDS SPORTS PHOTOGRAPHY INC.

By: _____
Sandy Bloem, Mayor

By: _____
James G. Gallagher
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of April, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of April, 2008, before me, a Notary Public, personally appeared **James G. Gallagher** of **Legends Photography**, and known to me to be the person who executed the foregoing instrument on behalf of Legends Photography.

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

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

GENERAL SERVICES COMMITTEE

STAFF REPORT

DATE: March 25, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Interagency funding agreement for US-95 Access study

DECISION POINT

Staff is requesting Council approval of an interagency funding agreement for US-95 Access study

HISTORY

In June of 2006, the Idaho Transportation Board reached an agreement with KMPO and the local jurisdictions to complete an access study on US-95 prior to July of 2008. This agreement was in-lieu of a unilateral action by the Board to close all the un-signalized crossings on US-95, from Appleway to Wyoming. KMPO is in the process of hiring a consultant and arranging funding for the study. The City of Hayden has completed a separate but related study for the access within their jurisdiction as a part of their recent Transportation Plan update. The results of that study will be integrated into the broader study. Since a number of important access points to US-95 are within the jurisdiction of the City of Coeur d'Alene our participation is critical. KMPO and ITD will also be participating financially.

FINANCIAL ANALYSIS

Improvements to intersections on US-95, that fall within our jurisdiction have been identified on the Capital Improvement Plan for development impact fees. Funding would come from the impact fee fund. The consultant contract has not been negotiated yet so the exact amount our participation has not been determined. However, we estimate our portion of the cost will be about \$25,000 to \$30,000. Since this is not a budgeted item it will be included in the upcoming budget amendment.

PERFORMANCE ANALYSIS

The issue of median closures on US-95 has been unresolved for many years. The Board will not approve any new accesses, or signals at existing accesses (such as Wilbur Ave) until this study is complete. ITD has also identified the signals at Bosanko and Canfield as being a significant impedance to the signal progression, and therefore capacity, on US-95. The study will evaluate several different median treatments and their effect on capacity, the related impacts on Ramsey and Government Way, and the effects of removing the signals on Bosanko and Canfield. The study will present alternatives and facilitate

resolution to these issues. A draft of the funding agreement is attached.

RECOMMENDATION

Staff recommends that Council approve the Interagency funding agreement for the access study on US-95.

**COOPERATIVE AGREEMENT
US95 ACCESS STUDY**

PARTIES

This Agreement is made and entered into this ____ day of _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the STATE, the CITY OF COEUR D'ALENE, hereinafter called COEUR D'ALENE, the CITY OF HAYDEN, hereinafter called HAYDEN, and the KOOTENAI METROPOLITAN PLANNING ORGANIZATION, hereafter called KMPO.

PURPOSE

The Idaho Transportation Board has requested that KMPO undertake an access management study of US95 between I90 and SH53. This Agreement sets forth the responsibilities of the parties in development of this project.

The Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The parties agree as follows:

SECTION I That the STATE will:

1. Contribute a maximum of \$10,000.00 in state matching funds for this project, to be paid upon receipt of appropriate billings from KMPO.
2. Authorize KMPO to administer the work, and make any necessary changes and decisions within the project scope of work. Prior approval of the STATE will be obtained only if it becomes necessary to deviate significantly from the project scope of work as detailed in the KMPO work program submitted to FHWA and FTA.
3. Provide input on the project through staff participation in the US95 Access Study Steering Committee.

SECTION II That COEUR D'ALENE will:

1. Contribute a maximum of \$10,000.00 in local matching funds for this project, to be paid upon receipt of appropriate billings from KMPO.
2. Authorize KMPO to administer the work, and make any necessary changes and decisions within the project scope of work. Prior approval of COEUR D'ALENE will be obtained only if it becomes necessary to deviate significantly from the original project scope of work.
3. Provide input on the project through staff and elected official participation in the US95 Access Study Steering Committee.

SECTION III That HAYDEN will:

1. Make available all analysis and electronic computer modeling files developed as part of Hayden's 2007 Transportation Strategic Plan.
2. Authorize KMPO to administer the work, and make any necessary changes and decisions within the project scope of work. Prior approval of HAYDEN will be obtained only if it becomes necessary to deviate significantly from the original project scope of work.
3. Provide input on the project through staff and elected official participation in the US95 Access Study Steering Committee.

SECTION IV That KMPO will:

1. Provide a maximum of \$10,000.00 in Federal PL funds for the project.
2. Include the work activities of this project in the KMPO work program budget as submitted to FHWA and FTA.
3. As necessary, secure the services of a consultant for development of the project. In hiring a consultant, KMPO procurement procedures shall be followed.
4. In the event a consultant is used, KMPO will act as Agreement Administrator with the following duties and responsibilities:
 - a. Execute a Professional Services Agreement on behalf of the parties on the terms and at the direction of the parties.
 - b. Receive all submittals from the consultant.
 - c. Review billings for correctness and pay the consultant for work performed.
 - d. Provide concise monthly work summary reports by electronic mail to the ITD District 1 Contact.
5. Bill the STATE and COEUR D'ALENE for reimbursement of matching funds for actual expenses. The KMPO will maintain complete records and submit an itemized invoice of all manpower, materials, consultant billings, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.

- b. Material – Costs of new material utilized on the project shall be supported by copies of invoices.
 - c. Out-of-pocket expenses – All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the ledgers and the source document.
6. Indemnify, save harmless, and defend, regardless of outcome the STATE from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the KMPO in the work which is the subject of this Agreement.

SECTION V

1. This Agreement shall become effective on the first date mentioned above, and shall remain in full force and effect until amended or replaced upon the mutual written consent of all parties.

2. The principal contacts for this Agreement are:

Glenn Miles
 Kootenai Metropolitan Planning Organization
 221 W. First Avenue, Suite 310
 Spokane, WA 99201
 Phone: (509) 343-6370
 Fax: (509) 343-6400
 Email: gmiles@srtc.org

Don Davis
 ITD-District One
 600 W. Prairie Ave.
 Coeur d’Alene, ID 83815
 Phone: (208) 772-1272
 Fax: (208) 772-8039
 Email: don.davis@itd.idaho.gov

Gordon Dobler
 City of Coeur d’Alene
 710 E. Mullan Rd.
 Coeur d’Alene, ID 83814
 Phone: (208) 769-2300
 Email: gordon@cdaid.org

Jeff Zaugg
 City of Hayden
 8930 N. Government Way
 Hayden, ID 83835
 Phone: (208) 772-4411
 Email: jzaugg@cityofhaydenid.us

3. The Parties will comply with Appendix A, Title 49, CFR Part 21, attached hereto and made a part hereof.
4. Federal participation in the cost of the project will be governed by the applicable section of Title 23, U.S.C. (Highways) and rules and regulations prescribed or promulgated by the FHWA. KMPO shall be responsible for all costs incurred which have no federal participation.

5. Each Party will retain its records of the project for a period of three (3) years after the FHWA payment of the final voucher.

City of Coeur d'Alene

Date: _____

Attest: _____

City of Hayden

Date: _____

Attest: _____

Idaho Transportation Department

Date: _____

Attest: _____

Kootenai Metropolitan Planning Organization

Date: _____

Attest: _____

MEMORANDUM

DATE: 03/20/08

TO: City Council

FROM: Connie Carter, CDAPD Records Supervisor
(Department Head)

RE: Request for Transfer of Records to the State Archives

DECISION POINT:

Would the City Council approve the transfer of certain public records?

HISTORY:

Pursuant to the Records Retention regulations, the attached list of records is being presented to the Council for authorization for the transfer of such records.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. It has been determined that the attached list of records is acceptable to be transferred to the State Archives in Boise ID. It is necessary to transfer these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the transfer of records as listed pursuant to I.C. 50-908.

REQUEST FOR TRANSFER OF RECORDS

DEPARTMENT: __CDAPD RECORDS

Type of Record: _X_ Semi-permanent _X_ Temporary _X__ Permanent

Dates of Records: FROM: 12/01/97 THROUGH 12/31/99

Description of Records: Police reports

MEMORANDUM

DATE: 03/20/08

TO: City Council

FROM: Connie Carter, CDAPD Records Supervisor
(Department Head)

RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

Pursuant to the Records Retention regulations, the attached list of records is being presented to the Council for authorization for the destruction of such records.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: __CDAPD RECORDS

Type of Record: __ Semi-permanent Temporary

Dates of Records: FROM: 10/01/05 THROUGH 03/31/06

Description of Records: Vehicle Impounds

Type of Record: Semi-permanent __ Temporary

Dates of Records: FROM: 10/01/1997 THROUGH 04/01/1998

Description of Records: Police Reports

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: March 25, 2007
FROM: Gordon Dobler, Growth Services Director
SUBJECT: Approval of Standard Drawings

DECISION POINT

Staff is requesting approval of various standard drawings which have been recently revised.

HISTORY

Water and Wastewater departments have revised the existing drawings and Water has added several more new drawings. In addition Engineering has revised the urban approach drawing to conform to ADA standards. A list of the revised drawings is attached.

FINANCIAL ANALYSIS

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

PERFORMANCE ANALYSIS

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

RECOMMENDATION

Staff recommends that the Committee direct staff to prepare a resolution approving the revised drawings indicate don the attached list. The drawings are available for review in the Council Office.

RESOLUTION NO. 08-016

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

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

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

WHEREAS, the Public Works Committee has reviewed the proposed revision to the Standard Drawings at their March 24, 2008 meeting and has recommended that the City of Coeur d' Alene adopt the revised Standard Drawings for Public Works Construction. A full version of the Standard Drawings is on file in the office of the City Clerk; and,

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

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

DATED this 1st day of April, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

_____ was absent. Motion _____.

DUE TO DOCUMENT SIZE,
THE STANDARD
DRAWINGS ARE
AVAILABLE FOR REVIEW
IN THE COUNCIL OFFICE.

**General Service Committee
Staff Report**

Date: March 24, 2008
From: Steve Anthony
Subject: Adoption of Cit Public Art Policy

Decision Point:

Does the General Services committee want to recommend to the City Council adoption of the revised Public Arts Policy?

History:

In December of 2005 the Arts Commission entered into an agreement with Barney & Worth to develop an Arts Master Plan and update the Public Art Policy. The consultants met with several stakeholders with an interest in public art. There was also a public meeting held to solicit citizen input. The recommendations from those meeting are included in the updated policy. The original policy was adopted in 1999 and has never been revised. The major change is in the Donation of Artwork Policy. In the past it was very cumbersome and somewhat confusing. The new policy allows the Arts Commission to accept original or limited addition of artwork upon approval of the City Council.

Financial Analysis:

The revised policy has no direct impact on the city budget.

Recommendation:

The General Services Committee recommend to the council acceptance of the revised Public Art Policy.

RESOLUTION NO. 08-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
ADOPTING THE REVISED PUBLIC ART POLICY.

WHEREAS, the need for citywide policies regarding Public Art has been deemed necessary by the City Council; and

WHEREAS, the City Council adopted a Public Art Program Policy per Resolution No. 00-010 on November 2, 1999; and

WHEREAS, the Arts Commission has proposed revised policies regarding these issues, and the same were discussed at the General Services Committee meeting on March 24, 2008; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such revised policy 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 1st day of April, 2008

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 HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PUBLIC ART

City of Coeur d'Alene Public Art Program Policy

Adopted November 2, 1999 per Resolution No. 00-010

Revised April 1, 2008 per Resolution No. 08-017

Public Art Program Policy

1. Purpose

The purpose of the Coeur d'Alene Public Art Program is to integrate a wide range of public art into the community, reflecting a diversity of artistic styles, disciplines, and points of view.

The goals of the Public Art Program include: broaden the role of the artist in the community; encourage early collaboration among artists, architects, engineers and owners; dispense public art throughout the City of Coeur d'Alene; provide proper cataloging and maintenance of the Public Art Collection; preserve and relocate artworks displaced through improvement projects; ensure that public agencies and community representatives participate in the selection of public art; and promote public dialogue and understanding of public art.

2. Coeur d'Alene Arts Commission

The Coeur d'Alene Arts Commission (CAC) is the standing committee charged by the City Council to oversee the Public Art Program. The CAC develops policies and goals for the selection, placement and maintenance of works of art acquired through the Public Art Program and other public/private partnerships.

Oversight responsibilities include:

A. Coeur d'Alene Public Art projects

1. Respond to briefings by city staff, agency representatives and project architects/landscape architects at beginning of project
2. Recommend selection panel members
3. Approve direction of project
4. Approve semi-finalists recommended by selection panel
5. Receive report on finalist and proposed work.

B. Memorials for public parks

C. Donations of artwork to the public collection

D. Decommissioning of artwork from the public collection

E. Developing guidelines and purchasing artworks for the Visual Chronicle of Coeur d'Alene Collection

3. Identification of Public Art Projects

- A. Item 1.30.020B of the attached Public Art ordinance outlines qualifying improvement projects for the City of Coeur d'Alene.
- B. As soon as practical after a qualifying improvement project is approved the Finance Director shall notify the CAC of the anticipated revenue and when that revenue will be available.

- C. Staff assigned to the CAC shall meet with a department representative and project architect/landscape architect/engineer as soon as a project is confirmed. A presentation to the CAC is scheduled and visual and written project documentation is provided, as needed.
- D. The CAC reviews new projects with a department representative (project manager) and the project's architect/landscape architect/engineer to review the following issues:
 - 1. Allocated public art funds
 - 2. Design and construction schedule
 - 3. Appointment of selection panel members
 - 4. Selection process options;
 - 5. Appropriate sites and goals for artwork;
- E. The CAC, or designated staff, writes an RFQ (Request for Qualifications)
- F. The CAC may decide that funds from a specific improvement project are in excess, insufficient or that the site is inappropriate for public art. Funds may then be transferred to other public art projects or remain in the Public Art Fund. Decisions about spending pooled funds will be recommended to the City Council for approval.

4. Dedication and Disbursement of Funds

- A. The Public Art Fund is a dedicated fund of the City.
- B. Once it is determined that an improvement project qualifies under ordinance 1.40.050, the Finance Department invoices a department for Percent for Art funds and deposits them in the Public Art Fund.
- C. The CAC, in concert with City Council, contracts artists and pays them from the Public Art Fund.

5. Conflict of Interest

- A. No artist sitting on a selection panel may submit for the project for which the panel was formed.
- B. CAC members must declare a conflict of interest if a project comes before the panel with which he/she is involved. CAC members must also declare a conflict of interest if a person with whom he/she shares a household or whom he/she professionally represents has a matter before the Commission and must recuse themselves from any participation in the process.
- C. Any artist representative or person sharing a household with an artist sitting on a Selection Panel must declare conflict of interest in the event that an artist that he/she represents or shares a household with is being considered as a semifinalist for the project. The Selection Panel member must withdraw from discussion of that artist and shall not vote.
- D. No member of the project's architect or landscape architect, interior designer, or engineering firm may apply for a public art project being designed by that firm.

6. Application of Percent for Art Funds: Inclusions

In 1999, Coeur d'Alene City Council enacted a Percent for Art program that designates 1.33 percent of the budget for each City capital project to purchase art for placement in public places. The Coeur d'Alene Arts Commission administers the Percent-for-Art program, under the following guidelines.

The 1% for arts funds may be spent for:

- A. Artist's fees for design team work, including travel expenses, conceptual development, and proposals;
- B. Semi-finalist proposals and travel expenses;
- C. A work of art including:
 - 1. Artist's design fee
 - 2. City required permits
 - 3. Labor and materials
 - 4. Project related travel
 - 5. Transportation of the work to the site
 - 6. Installation
- D. A portion of the budget may be set aside for contingency at the beginning of a project and returned to the Public Art Fund if unused.

The .33% for art funds may be spent for:

- A. Administration
- B. Education activities
- C. Collection management of public art
- D. Dedications and publicity
- E. Identification plaques and labels
- F. Frames, mats, mounting, anchorage, pedestals, cases or other materials necessary for the installation and/or security of two-dimensional, portable artwork
- G. Cataloging slides and other documentation
- H. Insurance and Documentation
- I. Consultant fees for selection panels or the CAC
- J. Operating costs
- K. Maintenance

7. Application of Percent for Art Funds: Exclusions

Project Percent for Art funds may not be spent for:

- A. Artworks which are not original (see Section 10)
- B. Decorative or functional elements designed by the project architects, landscape architects, interior designers, or their consultants, without artist collaboration
- C. Art objects which are mass produced of standard design, such as playground equipment or fountains
- D. Directional elements such as signs, maps, color coding, unless designed and/or executed by an artist
- E. Standard Architect's/Landscape Architect's/Engineer's/Interior Designer's fees.

8. Selection Panel Appointments

A. Method of Appointment

The CAC recommends selection panelists to the Mayor and City Council for approval. The CAC takes into account the established formula listed below, requests by individuals to serve, and staff recommendations. Selection panel members shall serve at the discretion of the Mayor and City Council.

B. Panel Structure

Panels are composed of seven voting members consisting of the following:

- 1. Voting members
 - a. Three arts professionals, two of whom must be artists
 - b. The project's architect, landscape architect, engineer, interior designer or project manager
 - c. A citizen who may be from the neighborhood impacted by the project
 - d. City Council member
 - e. Special interest representative appointed by the Mayor and City Council, if appropriate
- 2. Non-voting members
 - a. CAC members
 - b. City staff
- 3. Length of term. Each panel serves through the completion of one public art project.

9. Selection Panel Procedures & Responsibility

- A. CAC or designated staff holds an orientation for each Selection Panel which may include a public art slide show or electronic images, review of program guidelines, orientation to the specific project and a review of any goals already established by the participating department and the CAC.
- B. The Selection Panel:
 - 1. Develops the project's goals, sites for artwork, and suitable art forms for the project, taking into account goals and sites already determined by the participating department and the CAC, when applicable.
 - 2. Recommends to CAC site specific work, to purchase works of art for the City's portable, rotating art collection, or recommends to CAC works of specific duration which would be documented for future reference after the life of the piece.
 - 3. Determines a method for selecting an artist:
 - a. Open Competition: Any artist applies, subject to limitations established by the Selection Panel or CAC
 - b. Invitation: One or more artists are invited to submit proposals
 - c. Direct Purchase: A completed work of art is selected from submitted applications or other methods deemed appropriate for the project
 - 4. Reserves the option of making no recommendation from submitted applications and may reopen the competition or propose other methods of selection if no proposal is accepted.
 - 5. Approves all recommendations and decisions by a majority vote of the full panel;
 - 6. Reports the finalists and their work to the CAC for recommendation to the City Council.
- C. Design Team Projects
The program acknowledges that artists can be valuable resources in the revitalization and development of neighborhoods and areas throughout the city. Efforts shall be made to select artists at an appropriate time and for appropriate projects to participate in:
 - 1. Incorporating art into specific architectural elements
 - 2. Planning aspects of infrastructure projects
 - 3. Participating as members of project design teams

10. Selection Criteria

- A. Criteria to be used when considering acquisition of artwork by either purchase or commission shall include, but not be limited to the following:
 - 1. **Artistic quality.** Due consideration will be given to the strength of the artist's concept, vision and craftsmanship of the artwork.

2. **Context.** Consideration should be given to the architectural, historical, geographical, geological, and socio-cultural context of the site.
 3. **Media.** Due consideration shall be given to all art forms including disciplines and media that are of specific duration and which survive only through documentation after the life of the piece has ended.
 4. **Permanence.** Due consideration shall be given to the structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs. Additional considerations shall be given for warranty provisions.
 5. **Public Safety.** Each work shall be evaluated to require that it does not present a hazard to public safety.
 6. **Diversity.** The program shall also strive for diversity in style, scale, exploratory types of work as well as established art forms.
 7. **Feasibility.** Proposals shall be evaluated relative to their feasibility and convincing evidence of the artist's ability to successfully complete the work as proposed. Factors to be considered include, but are not limited to: project budget, timeline, artist's experience, artist workload, soundness of materials, city zoning/construction/design guidelines.
 8. **Duplication.** Artists are required to warrant that artwork is unique (an edition of one) or part of a limited edition (see definitions).
- B. In addition to the above Selection Criteria, additional criteria to be considered for selecting artists for design teams shall include but not be limited to the following:
1. Proven ability to work effectively in collaborative situations
 2. Experience in architecture or landscaped-based projects
 3. Experience working with design professionals and integrating artistic concepts into construction documents.

11. Placement of Works of Art

- A. While it is the intent that *site specific works* will remain in the site for which they were created, CAC reserves the right to recommend to move a piece if circumstances dictate (see 12 below).
- B. *Portable Works of art* that are not site specific are part of the Portable Works Collection and will move throughout City facilities at the discretion of CAC, taking into account requests from various departments.
- C. *Temporary works* of art commissioned will be documented with appropriate media either by the artist(s) or the CAC.

12. Relocating Site Specific Works of Art

- A. Absent specific City Council action, no artwork may be moved without the CAC's recommendation. The CAC may consider recommending relocating a site specific artwork for one or more of the following reasons:

1. The condition or security of the artwork can no longer be reasonably guaranteed at its current site.
 2. The artwork has become a hazard to public safety in its current site.
 3. The site has changed so that the artwork is no longer compatible with the site.
- B. Once the CAC and Council have determined that an artwork meets one or more of the above criteria, the following process is initiated:
1. The CAC staff makes a good faith attempt to discuss resiting with the artist.
 2. If the artist agrees to the proposed resiting, the recommendation will be referred to the CAC and Council for approval.
 3. If the artist does not agree to the proposed resiting, he/she may request that his/her name not be used as the author of the artwork.

13. Maintenance and Management of Public Art

- A. It is the responsibility of the CAC to oversee the maintenance of all works of art in the City's public art collection.
1. All commissioned artists will be required to complete a Conservation Record Form that provides information on materials, fabrication methods, installation details and recommended maintenance.
 2. The CAC assigned staff will maintain a computer database inventory and a paper file of relevant documents for artworks owned by the City.
 3. City staff assigned responsibility for routine cleaning and maintenance of artworks shall perform the work based on recommendation by a professional art conservator or on information provided by the artist on the Conservation Record Form. Every effort will be made to use approved maintenance practices and to maintain the artist's original intent.
 4. A professional art conservator or person(s) trained by a conservator may be consulted or hired to provide maintenance and conservation work for the City's public art collection.
- B. Participating Departments must notify the CAC immediately if an artwork is either damaged or stolen, or if the participating department plans to move the artwork or in any way alter its use.
- C. The City shall provide adequate insurance coverage for the Public Art Collection.

14. Deaccessioning

In the event a work of art needs to be deaccessioned, such cases shall be referred to the CAC for consideration according to CAC's adopted Deaccessioning Policy.

15. Definitions

Architect/Engineer/Landscape Architect/Interior Designer: The person or firm designing the improvement project to which the Percent funding applies.

Deaccessioning/Decommissioning: The procedure for the removal of an artwork from the public collection.

Design Team: The collaborative team consisting of the architect, landscape architect, interior designer, engineer and artist.

Improvement Project: See ordinance 1.40.020.

Original Artwork: Artwork that is an edition of one or form a limited edition. Editioned work for sculpture must be the first in the edition and signed by the artist. Limited editions for prints/photographs must be individually signed and numbered and from editions limited to 200 or less. Prints/photographs and cast sculptures from open editions will not be considered. *(based on State of Utah and Indianapolis Airport guidelines)*

Participating Agency: A department, division or commission of the City of Coeur d'Alene that is subject to the Public Art ordinance by virtue of its undertaking an improvement project.

Portable Works Collection: Individual artworks purchased for display in city offices.

Public Art: Original works of art that are accessible to the public and/or public employees and which may possess functional as well as aesthetic qualities (see Work of Art for further clarification).

Public Art Collection: All works of art owned by the City of Coeur d'Alene that are site specific, part of the Portable Works Collection or documentation of City-commissioned temporary works of art.

Public Arts Fund: The CAC fund that receives all monetary contributions derived from improvement projects pursuant to ordinance 1.40.020 and public art funds from other sources.

Selection Panel: The panel appointed by the Council after recommendation of the CAC responsible for the artist selection process, reviewing proposed works of art and recommending to the CAC specific expenditures for each project.

Work of Art: All forms of art conceived in any discipline or medium, including visual, performance, literary, media and temporary works.

ATTACHMENT

Existing Code for the Arts Commission

2.84.010: POLICY:

It is found that there is an increasing appreciation and interest in the practice and enjoyment of the arts and that the citizens of Coeur d'Alene are becoming aware, due to increasing leisure time, of a broader and richer life through artistic endeavors, that there is need to improve the cultural environment of the city of Coeur d'Alene and that growth of industry and commerce will be enhanced by cultural development.

It is declared to be the policy of the city of Coeur d'Alene to encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play an evermore significant part in the welfare and educational experience of the citizens of Coeur d'Alene.

2.84.020: ESTABLISHED; COMPOSITION; TERMS:

There is established an arts commission in the city of Coeur d'Alene, which shall consist of twelve (12) members who shall receive no salary. Members shall be appointed by the mayor and confirmed by the city council, and any member may, in a like manner, be removed. No more than four (4) members may reside outside city limits but within Kootenai County and one member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years. All other members shall be chosen from the residents of the city. The term of office of each member shall be for a term of three (3) years or until his successor is appointed and qualified, whose term shall run for the duration of the existing term. The term of office for the high school student shall be for one year. No person shall be a member for more than two (2) consecutive terms. The terms of office of the members shall be staggered in such a manner so that no more than four (4) members may be up for reappointment or replacement in any given year.

2.84.030: OFFICERS; MEETINGS:

After appointment of the first membership and every two (2) years thereafter, following the first commission meeting in January, the commission shall organize by selecting a chairman and such other officers as deemed necessary by the commission. The commission shall meet at such times and places as may be determined by the chairman or by a majority of the members of the commission. A majority of the members of the commission shall be necessary to constitute a quorum at any meeting.

2.84.040: DUTIES; RESPONSIBILITIES:

The duties and responsibilities of the commission shall be as follows:

- A. To stimulate and encourage, throughout the city and surrounding area, the study and presentation of the performing and fine arts and public interest and participation therein;
- B. To make such surveys as may be deemed advisable of public and private institutions engaged within the city in artistic and cultural activities, including, but not limited to, music, theater, dance, creative writing, painting, sculpture, architecture and allied arts and crafts, and to make

recommendations concerning appropriate methods to encourage participation in, and appreciation of, the arts to meet the legitimate needs and aspirations of persons in the city of Coeur d'Alene;

- C. To take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our city and to expand the city's cultural resources;
- D. To encourage and assist freedom of artistic expression essential for the well being of the arts;
- E. To provide oversight for the city of Coeur d'Alene public arts program and other city public arts programs;
- F. To comply with all city policies, procedures, and regulations.

Donations of Artwork Policy

1 Background

Works of art are occasionally offered as donations to the City of Coeur d'Alene. The Coeur d'Alene Arts Commission, CAC, is responsible for reviewing and evaluating the suitability of a proposed artwork and recommending whether or not to accept it as a gift, and/or allow it to be installed on City property. If accepted, the maintenance of a gift of art is the responsibility of the City unless otherwise specified. In accepting a gift, the CAC may recommend that the City Council require that the donor establish a maintenance endowment to ensure an adequate quality of care for the artwork.

The CAC is responsible for review of all proposed gifts of art to the City, including donations by individuals, neighborhoods, community groups, and international organizations. Artworks created by any of these groups may be placed temporarily on City property without being offered to the City as gifts provided that the donor obtains the appropriate approvals and/or revocable permits (if any) for placement of the works, and agrees to maintain them throughout the life of the work. In these cases, gift review is not required.

A. Existing Works of Art

1. Donor contacts CAC or appropriate city staff to discuss the potential gift, providing photos or the actual artwork.
2. CAC/staff declines to consider the gift or presents the gift to the CAC. If presented in photo form, the CAC reserves the right to postpone any decision until the actual artwork is reviewed.
3. CAC accepts or declines the gift. If accepted, the donor is acknowledged on a plaque (if requested) and in other relevant materials.
4. Funds for maintenance are agreed upon by the donor and CAC and deposited by the donor into the Public Art Fund.

B. Commissioned Works of Art

1. Donor contacts CAC or appropriate city staff for a meeting to discuss idea for commission as well as the plan for selecting an artist.
2. CAC/staff declines to consider the commission or accepts the idea and the selection process.
3. Donor presents the selected artist and design for the commission to the CAC which may approve, provide suggestions for improvement or reject the proposal.
4. Donor presents a maintenance plan and deposits funds for the work's future care in the Public Art Fund.
5. Donor is acknowledged in a plaque and other promotional materials (if requested).

**GENERAL SERVICES
STAFF REPORT**

Date: March 24, 2008
From: Doug Eastwood, Parks Director
Subject: Cemetery Niches And Improvements

DECISION POINT: Authorize staff to borrow funds from the Cemetery Perpetual Care Fund for niche columbarium's, fence improvements, new signs, road improvements and additional trees. We would also recommend authorizing the city's Finance Department to re-invest and manage the Cemetery Perpetual Care Fund.

HISTORY: We began installing niche columbarium's about 20 years ago in various locations throughout the two cemeteries. Forest Cemetery, over the years, has had up to 300 niches but is now very low on available niches with only one remaining. Riverview has had up to 800 niches and now has 231 remaining. Forest is nearly sold out of full burial lots, where Riverview has over 1,700 available full burial lots and more than 1,000 additional lots that have not been platted. We are selling approximately 40 niches per year and that will likely increase once additional niches are available in Forest Cemetery. Niche columbarium's also take up less space and can be added to the cemetery almost indefinitely which prolongs the available burial lots. We estimate the burial lots at Riverview will last for approximately 20 to 25 years.

FINANCIAL ANALYSIS: We are proposing to install 320 niches (4 separate units of 80 niches each) in Forest and 480 niches (6- 80 unit niches) in Riverview. Riverview Cemetery will be the largest cemetery revenue source from now on as it has the lot and space availability. Other than niches and fence and sign improvements in Forest Cemetery, most of the improvements will be at the Riverview Cemetery. We estimate the improvements as mentioned in the decision point above to be approximately \$390,000.00. Niche sales will generate approximately \$600,000.00. This number will increase over time as niche costs are evaluated and adjusted. Funding for this proposal would come from the Cemetery Perpetual Care Fund which is currently just under \$2,000,000.00. We would pay the fund back from the sales of the niches including the interest. We would also recommend that the Perpetual Care Fund come under the management of the Finance Director for investment opportunities that are not available under the current structure.

PERFORMANCE ANALYSIS: The area surrounding the cemetery is recognized as a 'Garden District' and the Cemetery Advisory Board is recommending that we remove the chain link fences on Government Way and Lincoln Ave. and replace them with era-style wrought iron fence. Identifying signage and directional signage would also be installed that would fit with the proposed fencing and characteristics of the cemetery. Some road way trees would be replaced in Riverview and additional trees would be planted in the unplatted area to allow for a more mature landscape when we plat that section.

DECISION POINT: Authorize staff to borrow from the Cemetery Perpetual Care Fund to purchase niches and make improvements to the Cemetery grounds with the loan being paid back from niche sales. Also authorize Finance Department staff to manage the Cemetery Perpetual Care Fund.

ANNOUNCEMENTS

Memo to Council

DATE: March 24, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the April 1st Council Meeting:

PAUL OLSCAMP (Reappointment)	ARTS COMMISSION
EDEN MORELAND (Reappointment)	ARTS COMMISSION
AMY EVANS (Appointment)	PLANNING COMMISSION

Copies of the available datasheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission liaison
John Stamos, Planning Commission liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

GENERAL SERVICES COMMITTEE
MINUTES
March 24, 2008

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Kiki Miller, Kagey Company
Jonathan Coe, Chamber of Commerce
Lee Shellman, Chair of Parks & Rec Commission
Phil Morgan, Humane Society
Rick Currie, Kootenai County Commissioner
Mac Cavasar, representing Ironman
Dan Philips, Coeur d' Alene Press

STAFF PRESENT

Steve Anthony, Recreation Director
Kathy Lewis, Deputy City Clerk
Wendy Gabriel, City Administrator
Doug Eastwood, Parks Director
Gordon Dobler, Engineering Director
Mike Gridley, City Attorney
Chief Longo, PD
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Terry Machado, Parks
Captain Childers, PD
Troy Tymesen, Finance Director

**Item 1. Presentation / Public Art Master Plan.
(Agenda)**

Steve Anthony, Recreation Director, is asking the Committee for a recommendation to forward the Arts Master Plan to the full City Council for approval. Mr. Anthony's overview of the presentation shared the names of the Arts Commission Members, their mission statement, purpose, areas of responsibility, guiding principles, and priorities. Mr. Anthony revealed a poster size Master Plan. He noted that this size for a Master Plan allows it to be given to any entity that wants to post it in their business. It can also be printed as a smaller document.

Councilman Edinger asked if art work will be provided to the KROC Center. Mr. Anthony said he does not believe so as it's not a public city project. He believe art will be provided by the Salvation Army.

Councilman Goodlander commended Mr. Anthony and those who serve on the Arts Commission.

MOTION: RECOMMEND Council approve the acceptance of the Art In The Heart - Coeur d' Alene Public Arts Master Plan as presented.

**Item 2. Policy Amendments / Public Art Program.
(Resolution No. 08-015)**

Steve Anthony is requesting approval of the revised Public Art Policy. Steve reported that in December of 2005 the Arts Commission entered into an agreement with Barney & Worth to develop an Arts Master Plan and update the Public Art Policy. The consultants met with several stakeholders with an interest in public art. There was also a public meeting held to solicit citizen input. The recommendations from those meeting are included in the updated policy. The original policy was adopted in 1999 and has never been revised. The major change is in the Donation of Artwork Policy. In the past it was very cumbersome and somewhat confusing. The new policy allows the Arts Commission to accept original or limited addition of artwork upon approval of the City Council.

MOTION: RECOMMEND Council adopt Resolution No. 08-015 adopting the revised Public Art Policy as presented.

Item 3. Council Bill No. 08-1005 / Amendments to Newsrack Regulations.
(Agenda Items)

Kathy Lewis is requesting the Council repeal the current newsrack ordinance and adopt a new updated ordinance. Kathy reported that the newsrack section of the code was adopted in 1989, with amendments in 1993. Since that time, the delivery products have changed, additional furniture and other items have been added to the sidewalks in the downtown area, different color schemes, and more publications are being distributed. The current vendors have placed different styles of racks than the code allows, with current vendors not obtaining permits for locations on the sidewalks. Meetings have been held with the vendors, and other groups working with the sidewalk issues and the following code revisions have been developed as a result of those meetings, and staff recommendations. The vendors did not want to require limitations as to the number of racks, however, there needs to be a limit to accommodate future requests. The determination of location was worked through cooperation between representatives of the Downtown Association, Ped-Bike Committee, Planning Dept., Urban Forestry, and newsrack vendors. The plan was developed that included information from the Ped-Bike committee report for recommended sites for bike rack placements. The entire section was rewritten to arrange items in a logical and more concise manner.

Kathy Lewis further reported that the vendors would pay for the removal and replacement costs to relocate the current newsracks, as well as repainting costs. The vendors identified their highest revenue producing sites, and these could be located behind the benches at the higher traffic intersections. Vendors also have the opportunity to contact private businesses to distribute publications inside stores, rather than on the sidewalk. Several types of racks are now being used so a specific model was not defined but rather a size limitation, as some publications require coin operation, some are designed for free publications.

Major changes :

1. Permit would be for a specific location
2. Newsrack would be placed behind the street benches on Sherman only north and south to alleys from Northwest Boulevard to 8th Street. Rest of city to be phased in later.
3. Height and width no greater than bench footprint
4. Color would match street furniture
5. Logo and publication name on pedestrian side only in small area
6. Insurance required
7. A permit fee would be paid for each specific location starting in 2009

Councilman Goodlander commended Kathy Lewis and Kiki Miller for their hard work. She thanked the Coeur d' Alene Press for their cooperation as well as the other members of the committee. She stated that this was a very cooperative process.

Kiki Miller advised the Council Members that the proposed language will have a few clarifications to the height requirements that will be explained in the ordinance going to City Council on April 1st. Ms. Miller then thanked the committee members that worked on this policy as well as Dan Johnson from the Spokesman, Dan Philips from Coeur d' Alene Press, and Terry Cooper from the Downtown Association.

MOTION: RECOMMEND Council adopt Council Bill No. 08-1005 approving the updated Newsrack Regulations, to include the clarification to the height requirement and the impact area as presented.

Item 4. Policy Amendment / Outdoor Eating.
(Consent Resolution)

Kathy Lewis, Deputy City Clerk, explained that the outdoor eating policy was last updated in October of 2006. One season has passed, and several issues have surfaced, including the need for posts to be removed after the height of the outdoor season to accommodate maintenance, snow removal, public safety, and greater use of the sidewalk. Currently permits may be issued beginning January 01 expiring December 31 annually. By establishing a season, the permits would be applicable to the time frame in which the majority of tables are being utilized. With the reduction in the number of months, the sidewalks can be maintained easier, and citizens have more use of the sidewalks when not needed for outdoor dining. The vendors would be more limited in the months in which they could use the sidewalk but most businesses only use the sidewalk seasonally. Vendors using both sides of the sidewalk would be required to reduce the number of tables used. Vendors placing tables on narrow side streets would be limited to small bistro tables rather than large tables that are now being used. The recommended changes are:

1. Establish season for permits: April 1 to October 15 annually
2. Table placement contiguous to business or on curbside with open car door space allowance
3. On side street placements, limit size of tables to bistro tables with no more than a 24" diameter

Ms. Lewis further explained the proposed amendment will provide added use of sidewalks by citizens during the inclement weather months, and easier pedestrian travel during the summer months.

MOTION: RECOMMEND Council adopt Resolution No. 08-000 approving the Amendments to the Outdoor Eating Policy.

**Item 5. Presentation / Dog Park and Animal Shelter.
(Agenda)**

Wendy Gabriel, City Administrator, is proposing to partner with the County and use two parcels of land; one parcel is owned by the City adjacent to the compost facility and the other is owned by the County adjacent to the transfer station on Ramsey Road. The cost of the animal shelter will be available during the design process. Kootenai Humane Society has offered to construct the building at its cost with the City's partnership being in the form of land, infrastructure, and other resources as are deemed necessary and will be identified through this process. The cost of a concept study is estimated to be around \$5,000.00.

Phil Morgan, Humane Society, said he envisions a state of art multi-plex facility that will accommodate the proposed recommendations. He believes it will be a campus of compassion, a shining jewel of the city, and a facility that other communities will want to model after.

Doug Eastwood stated that the proposed dog park area would be approximately a 7 acre site. The site would have shared paring with the animal shelter with good access. He noted that the dog park was a top 3 priority in the Parks Master Plan.

Council Edinger asked about the funding. Mr. Eastwood responded that they would possibly identify funds for construction in capital improvement fund. Long term care has not been identified yet. This will be discussed more at a workshop in April. Mr. Eastwood estimated \$400,000 for the dog park. Councilman Edinger asked Mr. Dobler about extending Neider from Julia Street to proposed site. Mr. Dobler will look at current project to see if they can connect with the proposed site as well as estimate additional costs. Wendy Gabriel noted that these issues will be part of master planning.

Kootenai County Commissioner, Rick Currie, stated that he looks forward to this partnership. The county property is un-buildable because of its former use. He's asking the Council for approval of the design phase of this project as it would be an asset to both entities.

Councilman Goodlander commended staff and thanked the committee for all their hard work.

MOTION: RECOMMEND Council authorize staff to proceed with a design concept study on the City and county land for the Dog Park, Animal Shelter, and parking with access to and from the site.

**Item 6. Contract Renewal / Ford Ironman Event Agreement.
(Agenda item)**

Wendy Gabriel, City Administrator, is requesting recommendation to renew the Ironman contract for an additional 5 year plan. She noted there are four revisions that will enhance the contract.

- (1) The first is in Article III, Section 3.04 which requires Ironman to provide the City and the Chamber of Commerce a booth within the Athletes Village at no cost.
- (2) The second is in Schedule C which sets forth the marketing fee that will be paid by the Chamber of Commerce to Ironman and which requires the Chamber to provide four complimentary hotel rooms to Ironman.
- (3) The third is in Schedule D which reflects a deletion of a provision which required the City to mark the location of underground utilities in the Park. The City cannot guarantee the location of underground utilities and so this provision has been removed.
- (4) The fourth is in Schedule B which outlines additional duties for Ironman.

Councilman Goodlander stated that Doug Eastwood was going to consider hiring a company to mark the location of the underground utilities, does he have any costs for this yet. Mr. Eastwood replied that he does not. Councilman Edinger asked who will be responsible if underground utilities are damaged. Ms. Gabriel responded, Ironman would be responsible.

Councilman Bruning asked if the contract requires any bonding or deposits to cover damages? Ms. Gabriel responded, no. Ms. Gabriel explained why Ironman is not asked to pay a park use fee. She stated that the city lobbied against other communities to bring Ironman to our community. They believed this event would bring an economic boost and would promote health in the community. She noted that Ironman hires local non-profit organization to help with setup rather than out of town for-profit organizations. They are now providing workers comp for volunteers and for the vehicles during the event (motorcycles). In addition, they are now providing \$10,000 a year for our community center. Ms. Gabriel also researched and found 3 other cities that hold the Ironman event, and they do not charge a park fee.

Councilman Edinger noted that Doug Eastwood and the Park and Recreation Commission had numerous concerns at the end of last years event. He asked if those concerns are covered here? Mr. Eastwood responded that in the past, communication was not effective, from day one. This year, they have had several meetings, he noted that Andy Emerton has been very willing to comply with parks concerns. They've had several discussions regarding "who is responsible for doing what".

Lee Shellman, Chair to the Parks and Recreation Commission, reported that in prior years, there has been virtually no communication with the Parks Dept, until after the event. Security seemed to be there for Ironman only, with no regard to Parks concerns. He expressed concern regarding the cost of park repairs, concern with the stakes driven into the asphalt at 3rd street. Parks employees were left out of pre-meetings advising when tents were going up and down as well as the size of tents. Concern with vehicles in the park, running all over grounds, damaging them. He believes a speed limit should be set because the vehicles are dangerous to citizen. He believes there needs to be a performance bond and/or deposit to take care of damages. He understands the benefit to community but has concerns for the park. They've had concerns with the formation of the port-a-potties. They need to be available for everyone, not just event participants. Councilman Edinger asked Mr.

Shellman if he believes these issues are covered in new contract. Mr. Shellman does not believe all the Commissions concerns are covered in the new contract.

Mr. McDowell, Parks and Recreation Commission, stated the changes proposed are a step in a good direction. He does not believe the City has enacted the indemnity to recover costs in the past.

Regarding security, Ms. Gabriel responded that Ironman has hired Eagle Eye security for future events. In their contract, they have made clear that they will have additional responsibilities, which will cover many of the City's concerns.

Regarding the stakes driven in the asphalt at 3rd Street, Mr. Eastwood stated there is a huge wind risk for this large of tent. For safety reasons, they chose to use steaks rather than sand or water drums. The Parks Department does patch the holes after tear-down. Councilman Goodlander suggested a city liaison from the Parks Department who would shadow what's happening during the event. In response, Doug Eastwood stated they will be attending briefings each morning. Councilman Goodlander expressed appreciation to Ironman for their willingness to take care of Parks concerns. She believes Ironman understands it's a privilege not a right to the use the City park.

Councilman Edinger asked if the Police building will be installed for the Ironman event. Mr. Eastwood does not believe it will as he spoke with CXT and they could not guarantee installation before 90 days.

Jonathan Coe, Chamber of Commerce, stated that Ironman has made a huge economic impact for this community, about 7 million dollars. It's the largest event in Coeur d' Alene and maybe even the State. The event has improved the quality of life in this community. They are very willing to be good citizens, they want to be here, they need the 3000 volunteers. Therefore, he is confident they want to work with parks to make things right.

Mac Cavasar, noted the reason for the 5 year contract is because the NAS and WTC is on a five year contract also. Another reason for the 5 year term is they purchase spots and logos. Mr. Cavasar noted that he and Ander Emerton are contractors, not employees for Ironman. They live in the community and want to bend backwards to hear the City's concerns. They put on other events in the community and see the impact it makes to the parks and such.

Deanna seeing what these incredible athletes do have given an example to our community. Showing them the importance of health. Encouraging biking. Looking at athletic benefits to streets and paths.

MOTION: RECOMMEND Council adopt Resolution No. 08-000 approving the Ford Ironman Contract Renewal with North America Sports, Inc.

**Item 7. Cemetery Niches and Improvements/ Cemetery Perpetual Care Fund.
(Consent Calendar)**

Doug Eastwood, Parks Director, is asking Council to authorize staff to borrow funds from the Cemetery Perpetual Care Fund for niche columbarium's, fence improvements, new signs, road improvements and additional trees. Staff is also asking for authorization for the City's Finance Department to re-invest and manage the Cemetery Perpetual Care Fund. Mr. Eastwood explained that the Forest Cemetery, over the years, has had up to 300 niches but is now very low on available niches with only one remaining. Riverview has had up to 800 niches and now has 231 remaining. Forest is nearly sold out of full burial lots, where Riverview has over 1,700 available full burial lots and more than 1,000 additional lots that have not been platted. Niche

columbarium's also take up less space and can be added to the cemetery almost indefinitely which prolongs the available burial lots. We estimate the burial lots at Riverview will last for approximately 20 to 25 years.

Mr. Eastwood further explained that staff is proposing to install 320 niches (4 separate units of 80 niches each) in Forest and 480 niches (6-80 unit niches) in Riverview. Riverview Cemetery will be the largest cemetery revenue source from now on as it has the lot and space availability. Other than niches and fence and sign improvements in Forest Cemetery, most of the improvements will be at the Riverview Cemetery. We estimate the improvements as mentioned in the decision point above to be approximately \$390,000.00. Niche sales will generate approximately \$600,000.00. This number will increase over time as niche costs are evaluated and adjusted. Funding for this proposal would come from the Cemetery Perpetual Care Fund which is currently just under \$2,000,000.00. We would pay the fund back from the sales of the niches including the interest. We would also recommend that the Perpetual Care Fund come under the management of the Finance Director for investment opportunities that are not available under the current structure. The area surrounding the cemetery is recognized as a 'Garden District' and the Cemetery Advisory Board is recommending that we remove the chain link fences on Government Way and Lincoln Ave. and replace them with era-style wrought iron fence. Identifying signage and directional signage would also be installed that would fit with the proposed fencing and characteristics of the cemetery. Some road way trees would be replaced in Riverview and additional trees would be planted in the unplatted area to allow for a more mature landscape when we plat that section.

MOTION: RECOMMEND Council authorize staff to borrow funds from the Cemetery Perpetual Care Fund to purchase niches and make improvements to the Cemetery grounds with the loan being paid back from niche sales. In addition, authorizing the Finance Department staff to manage the Cemetery Perpetual Care Fund.

Item 8. Landscaping in ITD Right-of-way / Agreements with KMC & ITD.

(ITEM PULLED FROM THE AGENDA)

Item 9. Approval of Agreement / Legends Sports Photography.
(Consent Resolution 08-015)

Steve Anthony is seeking authorization to extend the photography services of Legends Photography until October 1, 2009. Mr. Anthony reported that the Recreation Department entered into a contract with Legends Photography to take individual and team pictures for the city's youth recreation programs. The contract was to end October 1, 2008. Legends has been the official photographer for the city all but 5 of the last 20 years. They are very easy to work with and we are pleased with their customer service. Mr. Anthony added that Legends has agreed to keep the price at \$8.00 for the basic picture package.

MOTION: RECOMMEND Council adopt Resolution No. 08-015 approving the extended agreement with Legends Sport Photography until October 1, 2009.

Item 10. Cooperative Agreement / Idaho Transportation Department.
(consent Resolution)

Gordon Dobler is requesting Council approval of an interagency funding agreement for the US-95 Access Study. He reported that in June of 2006, the Idaho Transportation Board reached an agreement with KMPO and the local jurisdictions to complete an access study on US-95 prior to July of 2008. This agreement was in-lieu of a unilateral action by the Board to close all the un-signalize crossings on US -95, from Appleyway to

Wyoming. KMPO is in the process of hiring a consultant and arranging funding for the study. The consultant contract has not been negotiated, however, we estimate the city's portion of the cost will be \$25,000 to \$30,000. This is not a budgeted item so it will be included in the upcoming budget amendment and be taken from the impact fee fund.

Councilman Goodlander expressed concern with the closure of those intersections with no signalization. She asked Gordon if ITD will take into account the community's concerns. Gordon replied, yes.

Councilmen Bruning and Edinger also expressed concern that ITD seek input from the area businesses and citizen. Mr. Dobler said there should be 1 or 2 open houses and mailings.

MOTION: RECOMMEND Council adopt Resolution No. 08-015 approving the Cooperative Agreement with the Idaho Transportation Department for the US-95 access study.

The meeting adjourned at 1:30 p.m.

Respectfully submitted,

Juanita Van Cleave
Recording Secretary

Art in the Heart – Coeur d’Alene Public Art Master Plan

Preface

In 1999, the City of Coeur d’Alene adopted Idaho’s first percent-for-art ordinance. The city soon began to commission and collect its earliest works of “public art” – art that is owned by the community and exhibited free, year-round in public places.

After more than five years, Coeur d’Alene’s public art collection had grown to the point where decisions were needed on future funding, selection and placement of art. In 2005-2006, community leaders and interested citizens gathered under the auspices of the City of Coeur d’Alene and Coeur d’Alene Arts Commission to create the vision and road map that will guide and sustain the community’s public art program well into the future.

Coeur d’Alene’s public art master plan – *Art in the Heart* – documents the community’s priorities and guiding principles that will ensure the public art collection flourishes, emerging as a symbol of Coeur d’Alene’s livability and a lasting source of public pride.

Vision

Citizens of Coeur d’Alene are committed to build an exceptional collection of public art – art that defines the community and distinguishes it from others, complementing Coeur d’Alene’s many attributes, and serving for posterity.

Guiding Principles

1. **Community design:** Integrate public art into the design of buildings, parks, streetscape and public spaces – making art a natural, normal enhancement of community design.
2. **Prominent scale:** Select artworks of sufficient scale to capture public attention. Make an impression.
3. **Diverse and durable:** Build a diverse public art collection that: incorporates various art media styles and themes; includes permanent works and temporary exhibitions; and is well-made to withstand climate extremes.
4. **Accessible:** Place public art out in the open, in accessible locations where more folks can see it and interact.
5. **City-wide:** Over the years, gradually extend public art from the downtown core into all corners of the city.
6. **Open public process:** Select art through a juried process that invites citizens to play a role. Extend the selection process to include artists from outside the area, to diversify the collection.

7. **Adequate support:** Ensure that Coeur d’Alene’s growing public art program is supported by adequate funding, professional staff, and proper maintenance of the collection by qualified individuals.
8. **Artistic excellence:** Strive to acquire truly exceptional art – of the highest quality, representing in Coeur d’Alene’s collection the finest artists of the region and the world.
9. **Model:** Serve as a model and inspiration for other communities interested in introducing their own public art programs.

Priorities

In view of Coeur d’Alene’s fledgling public art program and limited resources, it is crucial to establish the early steps. Recommended priorities are shown below.

<i>Starting point</i>	Install the first new artworks at the locations most visible and accessible to citizens and visitors alike – in the downtown, and at city gateways.
<i>Signature projects</i>	Seek opportunities for major art commissions in conjunction with upcoming projects: the new public library, Chamber of Commerce headquarters, community center, schools.
<i>Art / design community</i>	Engage local artists, architects and other design professionals and enlist their participation and “ownership” for Coeur d’Alene’s public art program.
<i>Events</i>	Link public art to Coeur d’Alene’s important community events. Schedule temporary exhibitions, announce art selections and unveil new commissions to coincide with Art on the Green and other major events.
<i>Community education</i>	Capitalize on public art to provide education opportunities for children, youth, adults and visitors through interpretive signage, art map, walking tour brochures, media coverage, etc.
<i>Staffing</i>	Provide professional staff support at an appropriate level to curate and maintain the public art collection. (Initially, staff may need to be retained on a part-time or contract basis.)
<i>Accountability</i>	Publish an annual report to document Coeur d’Alene’s public art achievements, including a catalogue of the art works newly acquired each year, other public art program achievements, funds expended and account balances retained.

Resources

Funding and other resources necessary to underwrite and implement Coeur d'Alene's public art program will come from a variety of sources. Percent-for-art funds contributed by the City and Lake City Development Corporation (LCDC) provide an ongoing foundation for the program.

The percent-for-art funds are derived from public development and urban renewal projects, and can be cyclical in nature. It will also be important to explore multiple funding options to stabilize revenues, leveraging the City's investment in public art, and building a more extensive and exceptional collection through partnerships with LCDC, Citizens Council for the Arts (Art on the Green), public schools, colleges, the Chamber of Commerce (Arts & Culture Alliance), business community, other civic organizations and private donors.

Leadership

The Coeur d'Alene Arts Commission continues to serve as the standing committee charged by City Council to oversee the public art program. The Arts Commission will retain full responsibility for implementing this plan, establishing policies and goals for selecting, placing and maintaining works of art for Coeur d'Alene's public art collection.

**General Services
Committee and City Council**

From : Kathy Lewis, Deputy City Clerk
Re: Newsracks
Date: March 10, 2008

Decision Point: Should the City Council repeal the current newsrack ordinance and adopt the recommended new ordinance for the newsrack section of the Municipal Code?

History: The newsrack section of the code was adopted in 1989, with amendments in 1993. Since that time, the delivery products have changed, additional furniture and other items have been added to the sidewalks in the downtown area, different color schemes, and more publications are being distributed. The current vendors have placed different styles of racks than the code allows, with current vendors not obtaining permits for locations on the sidewalks. Meetings have been held with the vendors, and other groups working with the sidewalk issues and the following code revisions have been developed as a result of those meetings, and staff recommendations. The vendors did not want to require limitations as to the number of racks, however, there needs to be a limit to accommodate future requests. The determination of location was worked through cooperation between representatives of the Downtown Association, Ped-Bike Committee, Planning Dept., Urban Forestry, and newsrack vendors. The plan was developed that included information from the The Ped-Bike committee report for recommended sites for bike rack placements. The entire section was rewritten to arrange items in a logical and more concise manner.

Financial Analysis: The vendors would pay for the removal and replacement costs to relocate the current newsracks, as well as repainting costs. The vendors identified their highest revenue producing sites, and these could be located behind the benches at the higher traffic intersections. Vendors also have the opportunity to contact private businesses to distribute publications inside stores, rather than on the sidewalk.

Performance Analysis: With a consistent location and signage, customers could easily identify the newsrack locations and the publications being distributed. Several types of racks are now being used so a specific model was not defined but rather a size limitation, as some publications require coin operation, some are designed for free publications.

Major changes :

1. Permit would be for a specific location
2. Newsrack would be placed behind the street benches
3. Height and width no greater than bench footprint
4. Color would match street furniture
5. Logo and publication name on pedestrian side only in small area
6. Insurance required
7. A permit fee would be paid for each specific location

Quality of Life: By painting the newsracks the same color as the street furniture, the newsracks would match the aesthetics of the surroundings. The placement of the name only and a small logo on the sidewalk side of the racks would enable the customer to identify the publication they are seeking, which may be logo identified. By placing the logo on the pedestrian side of the newsrack, it also limits the off premise advertising, which is currently allowed, but has been occurring. By limiting to four, this leaves locations for future distribution.

Decision Point/ Recommendation: Should the City Council adopt the recommended new code section for newsracks ?

COUNCIL BILL NO. 08-1005
ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 5.19 ENTITLED "NEWSRACK REGULATIONS" OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND ADOPTING A NEW CHAPTER 5.19 ENTITLED "NEWSRACK REGULATIONS", TO INCLUDE SECTIONS 5.19.010 TITLE AND PURPOSE; 5.19.020 USE OF PERMITTED NEWSRACKS REQUIRED; 5.19.030 LIMITS ON NUMBER OF NEWSRACKS; 5.19.040 PERMIT APPLICATION, TERM AND ISSUANCE; 5.19.050 STANDARDS FOR LOCATION AND INSTALLATION; 5.19.060 STANDARDS FOR STYLE, APPEARANCE AND MAINTENANCE OF NEWSRACKS; 5.19.070 REMOVAL AND REDEMPTION OF NONCOMPLIANT NEWSRACKS; 5.19.080 PERMIT REVOCATION OR DENIAL; 5.19.090 APPEAL PROCESS; AND 5.19.100 GLOSSARY; 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.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Chapter 5.19 entitled Newsrack Regulations, is hereby repealed.*

SECTION 2. *That a new Coeur d'Alene Municipal Code Chapter 5.19, is hereby added as follows:*

**CHAPTER 5.19
NEWSRACK REGULATIONS**

SECTION 3. *That a new Section 5.19.010, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.010: TITLE AND PURPOSE:

The provisions of this chapter are known as the Newsrack Regulations. The City Council's purpose in adopting this chapter to regulate the location and design of newsracks on Sherman Avenue, from Northwest Boulevard to the west and Eighth Street to the east, on Sherman Avenue, north and south to alleys.

SECTION 4. *That a new Section 5.19.020, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.020: USE OF PERMITTED NEWSRACKS REQUIRED:

It is unlawful to display, exhibit, sell or offer for sale any publication on any street, sidewalk or other public right of way within the "downtown area" by mechanical device except from a newsrack constructed, installed and permitted in accordance with the provisions of this chapter.

SECTION 5. *That a new Section 5.19.030, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.030: LIMITS ON NUMBER OF NEWSRACKS:

No more than one newsrack can be installed for each publication at any given location and no more than four newsracks for each publication may be installed on Sherman Avenue, from Northwest Boulevard to the west and Eighth Street to the east, on Sherman Avenue, north and south to alleys.

SECTION 6. *That a new Section 5.19.040, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.040: PERMIT APPLICATION, TERM AND ISSUANCE:

A. Application Required: Any person applying for a permit must file the required application with the City Clerk. The permit application must identify the requested location for the newsrack and be accompanied by:

1. **Insurance Certificate:** An insurance certificate naming the City as an additional insured in an amount no less than \$500,000.00 for property damage or bodily or personal injury or death as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. The policy must remain in effect for the term of the permit and provide for thirty days written notification to the City in the event the policy is cancelled; and .

2. **Permit Fee:** The annual permit fee.

B. Permit Required for Each Newsrack: A separate permit is required for each newsrack.

C. Application for Multiple Newsracks: Multiple newsrack permits may be applied for on a single application if all of the required information, certificates and fees for each newsrack are submitted along with the application.

D. Permits not Transferrable: Permits are not assignable or transferable either to another person or for another location.

E. Compliance with Regulations: Each newsrack permit that is issued is conditioned upon the newsrack being operated and maintained in compliance with all the requirements of this chapter and any other rules and regulations regarding newsracks that may be established by resolution of the City Council.

F. Location Subject to Availability: Approval of permit applications for any given location will be subject to availability of enough space at that location to house an additional newsrack.

G. Permit Fee Established by Resolution: The annual permit fee will be established by resolution of the City Council.

H. **Renewal Permits:** Permit renewals may be requested in the same manner as an original permit.

I. **Expiration of Permits:** Permits will expire at midnight on December 31 annually.

SECTION 7. *That a new Section 5.19.050, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.050: STANDARDS FOR LOCATION AND INSTALLATION:

A. **Location:** Newsracks may only be installed behind benches placed by the City facing Sherman Avenue and the total footprint behind each bench cannot exceed an 80" wide footprint, 24" deep. Specific locations will be approved on a first come first serve basis.

B. **Installation:** Each newsrack must be securely anchored to the sidewalk and installed in the public right of way in a manner and location that complies with this section. The newsrack may not be chained, bolted or otherwise attached to any City owned or permitted street furniture or fixture such as fire hydrants, poles, benches, trash cans, signs or traffic-control devices. An encroachment permit must be obtained from the City prior to installing the newsrack.

SECTION 8. *That a new Section 5.19.060, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.060: STANDARDS FOR STYLE, APPEARANCE AND MAINTENANCE OF NEWSRACKS:

A. **Newsrack Design:** All newsracks subject to the requirements of this chapter must comply with the following standards:

1. **Size:** The newsrack cannot exceed the size of 24" wide nor 55" tall nor 24" deep.
2. **Color:** The newsrack must be painted Emerald Green (Columbia Paint polyurethane enamel No. 04-400-25).
3. **Pedestal:** Each newsrack must be supported by its own pedestal. Stacking units or using double or triple wide mounting units is not allowed.
4. **Coin Return:** Each newsrack must be equipped with a coin-return mechanism to permit a person using the machine to secure an immediate refund in the event he or she is unable to receive the newspaper paid for. The coin-return mechanisms must be maintained in good working order.
5. **Logo:** The name of the publication may be identified on the face of the newsrack with a single white logo.

B. **Advertising:** Newsracks may not be utilized for advertising or directing attention to any business, commodity, service, event or activity, conducted, sold or offered other than from the newsrack.

C. **Distributor Information:** A approximately one by two (1"x2") weatherproof placard containing the name and current telephone number and address of the distributor must be securely attached to the newsrack in a readily visible location. The placard must notify customers that malfunctions may be reported and refunds secured by contacting the distributor. The City may rely on the contact information attached to the newsrack to give any notice provided for in this Chapter.

- D. Maintenance:** Each newsrack must be maintained in a neat and clean condition and be in good repair at all times. Required service and maintenance includes, but is not limited to:
1. **Clean:** The newsrack must be kept clean and free of dirt, grease, rust, corrosion stickers and graffiti.
 2. **Paint:** The paint on the newsrack must be kept in good condition without chipped, faded, peeling or cracked paint.
 3. **Plastic/Glass:** The clear plastic or glass window on the newsrack must be kept in good condition without breaks, blemishes, discoloration, or cracks.
 4. **Paper Insert:** The paper or cardboard inserts, if any, in the newsrack must be kept free of tears, peeling and fading.
 5. **Structure:** The structural of the newsrack cannot be broken, bent or misshapen.

SECTION 9. *That a new Section 5.19.070, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.070: REMOVAL AND REDEMPTION OF NONCOMPLIANT NEWSRACKS:

- A. Abandoned, Unidentified, Unsafe or Unpermitted Newsracks:** Any newsracks that are abandoned, unpermitted, not identified as required by section 5.19.060(C) or that create an imminent safety risk to the public will be removed by the City without prior notice. The City will send notice to the distributor to the address attached to the newsrack, if present, that the newsrack has been removed and explaining how the newsrack may be redeemed.
- B. Permitted Newsracks:** If the City Clerk, or his or her designee, determines that a permitted newsrack has been installed, used or maintained in violation of the provisions of this chapter, the City Clerk will mail a correction notice to the distributor or publisher of the newspaper by certified mail to the address attached to the newsrack. The correction notice will describe the reason for the notice and what steps must be taken to correct the problem(s). If the distributor does not correct the problems with the newsrack or appeal within ten (10) working days after the mailing date of the correction notice, the City will remove the newsrack. If an appeal is filed, the appeal procedures contained in section 5.19.090 will be followed.
- C. Redemption of Removed Newsracks:** The owner of a newsrack removed by the City may redeem the newsrack by presenting proof of ownership to the City Clerk and reimbursing the City for costs incurred in removing the newsrack. Any newsrack not redeemed within thirty (30) days after its removal will be deemed the property of the City and will be disposed of in any lawful manner.

SECTION 10. *That a new Section 5.19.080, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.080: PERMIT REVOCATION OR DENIAL:

- A. Grounds for Revocation or Denial:** An application for a permit, whether original or renewal, may be denied or an issued license revoked for the following reasons:
1. **Falsification of Information:** Providing false or misleading information in the permit application or falsifying any required document.

2. **Location Unavailable:** The location requested is unavailable or the permit, if issued or not revoked, would violate one or more of the requirements of this chapter. The provisions of subsection D of this section do not apply to a decision to revoke or deny a permit under this subsection.

3. **Multiple Violations:** Three (3) or more violations of the provisions of this chapter within the current permitting period, or in the case of a denial, three (3) or more violations of this chapter within the previous permitting period.

B. **Notice of Suspension, Revocation or Denial:** Prior to the revocation of a license or denial of a license application, written notice of the reasons for the revocation or denial will be given to the distributor or publisher by the City Clerk. The notice must notify the distributor to deny or revoke the license may be appealed to City Council within ten (10) working days of receiving the notice. If an appeal is filed, the appeal procedures contained in section 5.19.090 of this chapter will be followed.

C. **Service of Notice:** Notice will be deemed to have been properly served when a copy of the notice of revocation or denial has been delivered personally to the distributor or sent by certified mail to the address posted on the newsrack as required by section 5.19.060(C).

D. **Effect of Denial or Revocation:** If a permit is denied or revoked, other than for the reasons contained in subsection A(2) of this section, the distributor loses the right to apply for another newsrack permit for a period of two (2) years from the date of the final decision denying or revoking the permit.

SECTION 11. *That a new Section 5.19.090, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.090: APPEAL:

A. **Notice of Appeal:** Any person wishing to file an appeal allowed by this chapter must file a written notice of appeal with the City Clerk within the allowed time. The notice must give the appellant's address and briefly state, in writing, the basis for appeal.

B. **Appeal Hearing:** The City Council will hear the appeal within forty five (45) days after receipt of the appeal notice. Notice of the hearing will be provided to the appellant in person or by United States mail to the address provided by the appellant at least ten (10) days before the hearing.

C. **Decision of the Council:** Following the hearing the City Council will render a decision on the appeal within fourteen (14) working days. The decision of the City Council is final.

SECTION 12. *That a new Section 5.19.100, is hereby added to the Coeur d'Alene Municipal Code as follows:*

5.19.100: GLOSSARY:

ABANDONED: Any newsrack that remains empty for a period of thirty (30) continuous days is considered abandoned

DISTRIBUTOR: Any person, firm, association or corporation owning, placing or maintaining a newsrack on the sidewalk or in a public right of way.

NEWSRACK: Any self-service or coin-operated box, container, storage unit or other dispenser including pedestal, stand and platform installed, used or maintained for the display, distribution or sale of any publications.

PUBLICATION(S): A printed newspaper, flyer, brochure, or other document containing advertisements, news, articles of opinion or features distributed for public use regardless of whether a fee is charged for the publication.

PUBLIC RIGHT OF WAY: A portion of property reserved for public use accepted for such by the City Council, to provide circulation and travel to abutting properties and including, but not limited to, streets, sidewalks, provisions for public utilities, cut and fill slopes and public open space.

SIDEWALK: Any surface provided for the exclusive use of pedestrians and street furniture.

STREET: Portion of a right of way improved, maintained and intended for use by vehicles to provide traffic circulation, primary access to abutting properties and parking. This definition includes all of the area typically located between curbs.

SECTION 13. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 14. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 15. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 16. 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, ADOPTED and SIGNED this 1st day of April, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Repealing and Adopting a new Municipal Code Chapter 5.19 entitled Newsrack Regulations

AN ORDINANCE REPEALING CHAPTER 5.19 ENTITLED "NEWSRACK REGULATIONS" OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND ADOPTING A NEW CHAPTER 5.19 ENTITLED "NEWSRACK REGULATIONS", TO INCLUDE SECTIONS 5.19.010 TITLE AND PURPOSE; 5.19.020 USE OF PERMITTED NEWSRACKS REQUIRED; 5.19.030 LIMITS ON NUMBER OF NEWSRACKS; 5.19.040 PERMIT APPLICATION, TERM AND ISSUANCE; 5.19.050 STANDARDS FOR LOCATION AND INSTALLATION; 5.19.060 STANDARDS FOR STYLE, APPEARANCE AND MAINTENANCE OF NEWSRACKS; 5.19.070 REMOVAL AND REDEMPTION OF NONCOMPLIANT NEWSRACKS; 5.19.080 PERMIT REVOCATION OR DENIAL; 5.19.090 APPEAL PROCESS; AND 5.19.100 GLOSSARY; 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, Mike Gridley, 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. _____, Repealing and Adopting a new Municipal Code Chapter 5.19 entitled Newsrack Regulations, 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 1st day of April, 2008.

Mike Gridley, City Attorney

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

March 24, 2008

**From: Wendy Gabriel, City Administrator
Doug Eastwood, Parks Director**

SUBJECT: OFF-LEASH DOG PARK AND ANIMAL SHELTER LOCATION

Decision Point: Authorize staff to explore the shared use of land with Kootenai County for a dog park and with Kootenai Humane Society and other interested jurisdictions for an animal shelter and to proceed with a conceptual design.

History: The City of Coeur d'Alene has only a few areas where people can walk their dogs on a leash; Centennial Trail and Tubbs Hill. We have been hearing from many of our residents that they would like to have an off-leash area to take their dogs. During the update of the Parks & Recreation Master Plan, this was expressed at just about all of our workshop meetings. The request for an off-leash dog park was also one of the top three requests in our on-site surveys and mail-in survey. The City also has a need to construct an animal shelter to house stray dogs that are picked up by Animal Control.

Financial Analysis: The most difficult part of creating an off-leash dog park and animal shelter has been in finding a suitable piece of property. In this proposal, the City would not have to buy land for the off-leash dog park or animal shelter. We propose to partner with the County and use two parcels of land; one parcel is owned by the City adjacent to the compost facility and the other is owned by the County adjacent to the transfer station on Ramsey Road. The cost of developing the off-leash site could be upwards of \$400,000.00. Additional personnel and equipment to maintain the dog park are necessary and is proposed in the upcoming budget workshop in April. The cost of the animal shelter will be available during the design process. Kootenai Humane Society has offered to construct the building at its cost with the City's partnership being in the form of land, infrastructure, and other resources as are deemed necessary and will be identified through this process. The cost of a site concept is estimated to be around \$5,000.00.

Performance Analysis: The City, County, and Humane Society have met to discuss the need for a dog park and animal shelter. This partnership may broaden to include other jurisdictions as desirable. This is a great opportunity to develop a pet-friendly multiplex of activities for animals and have a "one-stop" center for the residents in our community. Our next step would be to do some site design and invite interested parties to participate in that process.

Decision Point: Authorize staff to proceed with a site design concept on the City and County land for the Dog Park, Animal Shelter, and parking with access to and from the site.

Staff Report

To: General Services Committee

From: Wendy Gabriel, City Administrator

Date: March 20, 2008

Re: Ironman Contract Renewal

DECISION POINT: Whether to recommend approval of the Ford Ironman Contract renewal with revisions?

HISTORY: In June 2007, the City Council approved a Letter of Intent with Ironman that expressed our intent and interest to negotiate a contract renewal for another five-year term. There are four significant revisions that are proposed.

PERFORMANCE ANALYSIS: There are four revisions that will enhance the contract. They are outlined here:

- (1) The first is in Article III, Section 3.04 which requires Ironman to provide the City and the Chamber of Commerce a booth within the Athletes Village at no cost.
- (2) The second is in Schedule C which sets forth the marketing fee that will be paid by the Chamber of Commerce to Ironman and which requires the Chamber to provide four complimentary hotel rooms to Ironman.
- (3) The third is in Schedule D which reflects a deletion of a provision which required the City to mark the location of underground utilities in the Park. The City cannot guarantee the location of underground utilities and so this provision has been removed.
- (4) The fourth is in Schedule B which outlines additional duties for Ironman.

FINANCIAL IMPACT: Once a final agreement is negotiated, it is anticipated that there will be no significant change in the financial impact that we already incur in hosting and participating in this race year after year.

QUALITY OF LIFE ANALYSIS: In agreeing to the renewal, the City supports the opportunity for the community to host this international event for another five-year term. The City's unique setting has appealed to the athletes and visitors alike. There are opportunities for everybody in the community to participate in this event throughout the week of Ironman and on race day.

SCHEDULE "B"

5. Technical Duties:

- i. unchanged
- ii. unchanged
- iii. unchanged
- iv. unchanged
- v. unchanged
- vi. unchanged
- vii. unchanged
- viii. unchanged
- ix. unchanged
- x. Police coordination, security and parking plans including posting uniformed security personnel at the gate at the Park entrance from Tuesday through Saturday to ensure only authorized vehicles enter the Park. Ironman security will also monitor Park facilities and grounds for vandalism or improper conduct and report the same to City staff.
- xi. unchanged
- xii. unchanged
- xiii. unchanged
- xiv. Porta-Potties within the Park and along the race route. Porta-Potties in the Park shall be open to the public Wednesday prior to race day through Monday after race day.
- xv. unchanged
- xvi. Utilize smaller tents as possible that don't require stakes that can damage underground utilities.
- xvii. Provide a site plan to the City a minimum of two weeks prior to the event which will include but not necessarily be limited to the placement of tents, Porta-Potties, and other amenities necessary for the race.
- xviii. Attend a pre-setup meeting with the City to ensure that placement of tents, Porta-Potties, and other amenities necessary for the race are appropriate.
- xix. Place a governor on gators and ATVs operated by Ironman or its paid or volunteer staff in the Park that will preclude speeds over five mph.

FORD IRONMAN COEUR D'ALENE EVENT AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 2008, between **NORTH AMERICA SPORTS, INC.**, a corporation incorporated pursuant to the laws of the State of Delaware, with its office located at 1919 14th Street, Suite 407, Boulder, Colorado, 80302, (hereinafter referred to as "Ironman"), party of the first part, and **CITY OF COEUR D'ALENE**, a body corporate and politic of the State of Idaho, with its office located at 710 Mullan Avenue, Coeur d'Alene, ID, 83814, (hereinafter referred to as "City"), and **COEUR D'ALENE CHAMBER OF COMMERCE**, with its office located at P.O. Box 850, 105 N. 1st Street, Coeur d'Alene, ID, 83814, (hereinafter referred to as "Chamber") (said entities collectively referred to as "Promoters"), parties of the second part.

WHEREAS, Ironman wishes to stage the event in and around Coeur d'Alene, Idaho on June 22, 2008, and thereafter from 2009 through 2012 on the fourth Sunday in June (the "Race Date"); and

WHEREAS, the Promoters wish to have Ironman stage the event in and around Coeur d'Alene, Idaho upon the terms and conditions as provided for in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.01 Definitions: Whenever used in this Agreement or any Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

"Agreement" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof;

"Advisory Committee" means a committee of local representatives, selected by the Promoters, who shall liaise with the Race Director and Race Chairman for the implementation of the Race;

"Ironman" means North America Sports, Inc., a corporation incorporated pursuant to the laws of the State of Delaware;

"Effective Date" means the effective date of this Agreement, being the ____ day of _____, 2008.

"Event of Default by Ironman" means those events of default as prescribed by Section 6.01;

"Event of Default by the Promoters" means those events of default as prescribed by Section 5.01;

"Marketing Fee" means the annual marketing fee paid to Ironman for staging the Race as prescribed in Section 4.01.

"Media Director" means the individual appointed by Ironman who shall be responsible for and coordinate all media for the Race;

"Promoters" means collectively City of Coeur d'Alene and Coeur d'Alene Chamber of Commerce.

"Race" means the Ford Ironman Coeur d'Alene Triathlon Race to be staged annually in and around Coeur d'Alene, Idaho.

"Race Chairman" means Graham Fraser or such other person appointed by Graham Fraser from time to time and to whom the Race Director and Advisory Committee reports.

"Race Date" means the dates of the race specifically, June 22, 2008 and thereafter, the 4th Sunday in June, or any other such dates mutually agreed upon by the parties at least thirty (30) days prior to the Race Date for the preceding year (i.e., any change for 2008 will take place prior to May 22, 2008).

"Race Director" means the Race Director appointed by Ironman responsible for general implementation and staging of the Race in each year;

"Support Services" means the support services and facilities to be provided by Promoters and support services and facilities of other local governmental and private agencies of which Promoters will assist Ironman in obtaining, support services as more particularly set out on Schedule "D" hereto; Terms defined in the preamble to this Agreement shall have the same meanings herein as are ascribed thereto in the preamble.

"WTC" means World Triathlon Corporation.

ARTICLE II

2.01 Ironman agrees to stage the Race and the Promoters agree to facilitate with Ironman the staging of the Race in Coeur d'Alene, Idaho upon the terms and conditions as provided for herein.

2.02 The term of this Agreement shall be for a period commencing on the Effective Date through June 30, 2012. The terms of this agreement can be amended as mutually agreed to by the parties to this Agreement.

2.03 The Race shall be staged in each year of the term of this Agreement pursuant to the race schedule outlined on Schedule "A" hereto.

ARTICLE III IRONMAN'S OBLIGATIONS

3.01 Ironman shall stage the Races in a professional manner to ensure the Race is a world-class sporting event.

3.02 Ironman, at its cost, shall provide the management staff for staging the Race including the Race Director and Media Director and shall provide such further administration and services as outlined in Schedule "B" hereto.

3.03 Ironman further agrees to supply the promoters two (2), thirty (30) second national advertising spots with the media at no cost to the City.

3.04 Ironman further agrees to supply the promoters with a booth within the Athletes Village, at no cost to the promoters, for their use.

ARTICLE IV PROMOTERS' OBLIGATIONS

4.01 In consideration of Ironman selecting COEUR D'ALENE, Idaho as the site for staging the Race:

- (a) The Chamber agrees to pay to Ironman an annual marketing fee as outlined in Schedule "C".
- (b) The Promoters agree to provide to Ironman those Support Services as outlined in Schedule "D". If Promoters cannot provide those services or assist in providing those services and/or items provided for in Schedule "D," Promoters will be in default under Article V of this Agreement.

4.02 The Support Services required by Ironman may be modified, changed or otherwise altered from time to time by Ironman, in its reasonable discretion, acting reasonably, in consultation with a designated representative of the Promoters. Such changes, modifications, or alterations shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

4.03 Ironman may, in its reasonable discretion, in order to improve the Race, institute such changes in the implementation or structure of the Race in any Race year. Provided, however, that Ironman shall provide reasonable notice of such change to the Promoters and provided that if the change affects Promoter's responsibilities as outlined in Schedule D, that Promoters shall agree in writing to such changes. No change shall be made to date of a scheduled Race in any Race year without the consent of all parties hereto.

4.04 In order to ensure proper implementation of the Race, the Promoters and their representatives agree to take reasonable instructions from the Race Chairman. All law enforcement decisions ensuring the safety of people will be governed by the jurisdictionally appropriate law enforcement entity. Any other disagreements shall be resolved pursuant to the mediation clause of this Agreement. In the event of a disagreement between the Promoters and the Race Chairman regarding staging of the Race, the Race Chairman's decision shall be final and binding. The parties understand it is the Race Chairman's goal to implement a world-class sporting event.

4.05 The Promoters shall not permit or otherwise authorize any third party to conduct an Ironman or Ironman type distance event in Coeur d'Alene during the term of this Agreement. Ironman and the Promoters recognize and agree that the Promoters have held and will continue during the duration of this Agreement to hold triathlons of lesser distances than those of the Ironman type distance.

ARTICLE V
EVENTS OF DEFAULT BY PROMOTERS
REMEDIES FOR DEFAULT

5.01 Each of the following shall constitute an Event of Default by Promoters under this Agreement:

- (a) The failure of any of the Promoters to perform or observe any of their individual or collective covenants, obligations or agreements contained in this Agreement within fifteen (15) calendar days following receipt of a written notice by Ironman to the Promoters with respect to such breach;
- (b) Any material act or action by the Promoters, which would bring the Race into disrepute;
- (c) The failure of the Promoters to maintain civic support of the Race including, but not limited to, adequate volunteers, financial support, and services as outlined in Schedule D;
- (d) Failure of Promoters to provide services and/or facilities as outlined herein, and
- (e) Failure of Promoters to provide race course, facilities and support as outlined in Schedule "D". (Including all permits necessary for staging the race which are the responsibility of the Promoters) The Promoters shall further ensure that the Race can be conducted in a safe and professional manner that satisfies Ironman's standards for an Ironman Triathlon race. Such standards include specifically, but are not limited to, the items outlined on Schedule "E".

In the event Ironman elects to declare an Event of Default under this Article 5.01(e), Ironman must do so prior to announcing any further races.

5.02 On the occurrence of any Event of Default, Ironman may, at its option, immediately terminate this Agreement by written notice to the Promoters, whereupon the Promoters shall surrender to Ironman all contracts, records, files and other information related to the management and staging of the Race: provided, however, that Promoters may retain copies of such documents. In the event Ironman rightfully terminates the Agreement, the Chamber shall be responsible for Marketing Fee as set forth on Schedule "C" hereto. The parties agree that the Marketing Fee shall not constitute liquidated damages such that Ironman can pursue the Promoters for any damages to Ironman above and beyond the Marketing Fee arising out of Promoters' breach.

5.03 Following receipt of written notice of termination from Ironman as a result of an Event of Default, Promoters may challenge the determination of the Event of Default by written notice to Ironman within five (5) days following the Promoters receipt of the written notice of termination. The final determination of whether the Event of Default occurred allowing Ironman the right to terminate the Agreement shall be made by a mediator whose decision shall be final and binding pursuant to the provisions of Article 10.15.

5.04 If the Agreement is terminated, the Promoters shall continue to be bound by the covenants contained in Article VII, Article VIII, Article 10.13, and Article 10.14. In addition, Chamber will be responsible for Marketing Fee as outlined in Schedule "C".

ARTICLE VI
EVENT OF DEFAULT BY IRONMAN
REMEDIES OF DEFAULT

6.01 The failure by Ironman to perform or observe any of its covenants or obligations contained in this Agreement which are not remedied by Ironman to the satisfaction of the Promoters within fifteen (15) days following the date of written notice by the Promoters to Ironman with respect to such breach shall constitute an Event of Default by Ironman.

6.02 On the occurrence of an Event of Default by Ironman, the Promoters may, at their option, immediately terminate this Agreement by written notice to Ironman, whereupon Ironman may challenge the determination of the Event of Default by written notice to the Promoters within five (5) days following Ironman's receipt of the written notice of termination. The final determination of whether the Event of Default occurred allowing the Promoters the right to terminate the Agreement shall be made by an mediator whose decision shall be final and binding pursuant to the provisions of Article 10.15.

6.03 If this Agreement is lawfully terminated by Promoters under this Article VI, Ironman shall continue to be bound by the covenants contained in Article VII and Article VIII. In addition, Ironman shall refund to Promoters any Marketing Fee paid to Ironman for any race, which does not take place as a result of Ironman's breach of this agreement. Furthermore, the Promoters shall be entitled to pursue Ironman for any damages to Promoters arising directly out of Ironman's breach.

ARTICLE VII
INDEMNITY AGREEMENT

7.01 Promoters agree to indemnify, defend and hold Ironman safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses (including attorney's fees and court costs) or otherwise which may be brought against Ironman for personal injuries, death or property damage or any other damages suffered by any person, firm or corporation arising from or in any way connected with the act or omission of the Promoters in carrying out their responsibilities and obligations pursuant to this Agreement or those responsibilities and obligations for which the Promoters are in law responsible.

7.02 Ironman agrees to indemnify, defend and hold the Promoters safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses (including attorney's fees and court costs) or

otherwise which may be brought against the Promoters for personal injuries, death or property damage or any other damages suffered by any person, firm or corporation arising from or in any way connected with the act or omission of Ironman in carrying out its responsibilities and obligations pursuant to the terms of this Agreement or those responsibilities and obligations for which the Promoters are in law responsible.

ARTICLE VIII
INDEPENDENT CONTRACTOR
ADDITIONAL COVENANTS

8.01 The Promoters acknowledge that the Promoters shall undertake their duties as an independent contractor and not as employees or agents of Ironman. The parties further agree that the Promoters shall have no proprietary interest in the Race.

The parties state and affirm that they are independent contractors holding themselves out to the general public as independent contractors for other work or contracts as they see fit; that they maintain their offices or places of employment separate from each other, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Ironman is not considered an agent or employee of the Promoters for any purpose, and the employees of Ironman are not entitled to any of the benefits that the Promoters provide for Promoters' employees. Promoters are not to be considered an agent or employee of Ironman for any purpose, and the employees of the Promoters are not entitled to any benefits that Ironman provides for Ironman's employees. It is further understood that Ironman is free to contract for similar services to be performed for others while working under the provisions of this Agreement with the Promoters.

Ironman shall have no authorization, express or implied, to bind Promoters to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Promoters except as expressly set forth herein. Additionally, Promoters shall have no authorization, express or implied, to bind Ironman to any agreement, settlement, liability, or understanding whatsoever and agrees not to perform any acts as agent for Ironman except as expressly set forth herein.

Ironman shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation and shall further furnish to Promoters a Certificate of Insurance evidencing that Ironman has all such insurance for Ironman and all employees of Ironman.

8.02 Ironman represents and warrants that it is the holder of a valid license agreement with WTC wherein Ironman has the license and right to conduct full Ironman distance triathlon races in the United States each calendar year. In the event WTC revokes the license for the Race, Promoters shall have the option to terminate this Agreement. In the event of any such

termination, Ironman shall refund the Promoters any Marketing Fee paid for a race that did not take place. The return of such Marketing Fee shall not constitute liquidated damages such that the Promoters can pursue Ironman for any damages to Promoter above and beyond Marketing Fee that arise out of Ironman's breach.

8.03 Ironman covenants and agrees to maintain, in good standing at all times, any and all agreements with the WTC relating to the Race.

8.04 The Chamber shall obtain public liability insurance of not less than Two Million Dollars (\$2,000,000.00) for the Race and all incidental matters related to the Race and shall name Ironman and the City of Coeur d'Alene as additional insured's under such policy. Ironman shall obtain public liability insurance of not less than Two Million Dollars (\$2,000,000.00) for the Race and all incidental matters related to the Race and shall name the Promoters as additional insured's under such policy. Each such policy shall name the other party as an additional insured and each party shall provide the other party with a copy of the insurance certificate.

8.05 The parties acknowledge that Ironman shall designate the official race name and hold a proprietary interest in such race name.

ARTICLE IX NOTICES/DISPUTES

9.01 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by certified mail, return receipt requested, addressed to such other party or delivered to such other party as follows:

In the case of Ironman:

Graham Fraser
1919 14th Street, Suite 407
Boulder, CO 80302
Facsimile No. (303) 449-4487

* * * * *

In the case of the Promoters:

City of Coeur d'Alene
Attention: City Clerk
710 Mullan Avenue
Coeur d'Alene, ID 83814

AND

Coeur d'Alene Chamber of Commerce
Attention: Director
105 N. First Street, Suite 100
COEUR D'ALENE, ID 83814

Or at such other address or to the attention of such other person as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered, or, if mailed, as evidenced by the receipt of the certified mail.

ARTICLE X GENERAL

10.01 Partial Invalidity. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof.

10.02 No Partnership. Nothing in this Agreement shall be deemed in any way or for any purpose to making either party a partner with any other party to this Agreement in the conduct of any business, joint ventures or joint enterprises.

10.03 Force Majeure. In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (including, specifically, but not limited to, staging of the Race) in accordance with standards set forth in Schedule "E", by reason of riots, strikes, insurrection, war, act of God, weather, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Provided further, that Ironman will be under no obligation to stage the race if unable to do so for reasons beyond its control including but not limited to the reasons listed above. Provided, however, the Chamber agrees to pay the Marketing Fees as stated in Schedule "C" in the event the Race is not held due to any of the above stated reasons, through no fault of either party. Provided further that Ironman shall not be responsible for any damages to Promoters in the event of any race cancellation due to any of the above-stated reasons.

10.04 Successors and Assigns. The Promoters may assign this Agreement provided the Promoters shall guarantee the obligations under this Agreement in the event of such assignment. Ironman may assign this agreement provided Ironman shall guarantee the obligations under this Agreement in the event of any such assignment. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

10.05 Recitals. Each of the parties hereto acknowledges and declares that the statements contained in the recitals applicable to such party are true in substance and in fact.

10.06 Article and Section Headings. Article and section headings in this Agreement are inserted for convenience only and do not constitute part of this Agreement.

10.07 Entire Agreement. This Agreement expresses the entire Agreement among the parties hereto with respect to all matters herein, and the execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or premises whatsoever not incorporated herein and made apart hereof. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

10.08 Gender. Words importing the singular include the plural and vice versa and words importing the male gender includes the female gender.

10.09 Counterparts. This Agreement may be exercised by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10.10 Further Assurances. The parties hereto covenant and agree that they will from time to time and at all times hereafter, upon every reasonable request of any of the others, make, do and execute or cause to be made, done or executed all such further acts, deeds, documents, instruments or assurances as may be reasonably required for the purposes of implementing the matters contemplated by this Agreement.

10.11 Waiver. No indulgence or forbearance by any of the parties hereto shall be deemed to constitute a waiver of such parties' rights to insist on full performance and in a timely manner of all covenants herein contained. A waiver of any rights herein contained must be expressed in writing in order to be effective.

10.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any litigation arising out of this Agreement shall take place in Idaho State Court.

10.13 Confidentiality. The Promoters agree to communicate to Ironman all information obtained in the course of performing the Promoters Support Services in the event Ironman requests such information. The Promoters further agree that all information related to the

business of the Race shall be confidential and maintained as such only to the extent that it is protected by law.

10.14 Non-Disclosure of Information. The Promoters agree that the substantive terms of this Agreement and all information concerning the business of the Race acquired in the course of or incidental to this Agreement including, but not limited to, athlete lists, trade secrets or other commercial property of Ironman will not be disclosed or communicated in any way by the Promoters during the Term, or thereafter without the written consent of Ironman.

10.15 Mediation. Any disputes, disagreements or other matters arising as a result of this Agreement, which the parties cannot resolve to their own satisfaction, shall be submitted for mediation for final resolution. Any such mediation shall proceed in Idaho State under Idaho law. The parties agree to pay their respective costs of mediation and further split the fees of the mediators. Provided, however, that the parties further agree that the mediators may allocate these costs based on equity and the reasonableness of the parties' respective positions.

ARTICLE XI COMMUNITY FUND

Ironman will set up a community fund ("Community Fund") to assist in community youth programs and other charity groups. The City will have input into the allocation of the Community Fund dollars. The City shall appoint a three (3) member board to recommend to the Ironman the distribution of the Community Funds consistent with the Community Funds mission attached as Appendix 10.

ARTICLE XII PROPRIETARY RIGHTS

The parties acknowledge that Ironman holds all proprietary rights in the Race and shall have sole and exclusive rights as to selling of any interests in the Race including but not Limited to sponsorships and marketing rights. Promoters shall not engage in any such selling without the express written consent from Ironman

* * * * *

IN WITNESS WHEREOF, the undersigned parties hereto have executed and delivered this Agreement under their respective seals by their respective authorized signing officers duly authorized in their behalf as of the date and year first above written.

NORTH AMERICA SPORTS, INC.

By: _____
Graham Fraser, CEO

CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

COEUR D'ALENE CHAMBER OF COMMERCE

By: _____
Jonathan Coe, President

SCHEDULE "A"

Race Dates

The Race will occur on the 4th Sunday of June of each year, except for 2009 in which year the race date falls on the 3rd Sunday of June.

These race dates may be changed with the written consent of all parties. Provided, however, that any such change shall take place at least thirty (30) days prior to the Race Date for the previous race (i.e., the parties must agree to any change for the 2008 Race Date prior to May 22nd, 2008).

Year	Race Date
2008	Sunday, June 22 nd
2009	Sunday, June 21 st
2010	Sunday, June 27 th
2011	Sunday, June 26 th
2012	Sunday, June 24 th

SCHEDULE "B"

Ironman agrees to provide the following services for the implementation of the Race:

1. Race Administration.

Ironman shall provide all administrative matters related to the implementation of the Race, including, but not limited to, the following items:

- (i) Providing Race Director, Media Director and key Race personnel as determined by Ironman;
- (ii) Management for the volunteers, uniforms for volunteers;
- (iii) Preparation of all documentation for the Race, including, but not limited to, applications, brochures, all print materials.

2. Media.

Ironman shall promote the Race. Such promotion shall specifically include the following items at no cost to the Promoters:

- (i) National and regional television coverage of the Race including a feature spot for Coeur d'Alene and surrounding areas. Prior to each Race, Ironman shall specify to the Promoters the nature of such coverage.
- (ii) Packaging a national television show covering the Race for sale in the United States.
- (iii) An advertising campaign in triathlon magazine publications.
- (iv) The inclusion of Coeur d'Alene promotions in all applications, brochures and print materials for the Race.
- (v) The inclusion of Ironman Coeur d'Alene Logo on all Race numbers, T-shirts, medals, plaques.
- (vi) The inclusion of Ironman Coeur d'Alene logo in all forms for media campaign for the Race, including, press releases, both nationally and locally.
- (vii) 15 on-site banners for the Promoters. Ironman will provide the space and Promoters will provide its banners for display according to the specifications provided by Ironman. Promoters will have opportunity to work with Ironman in the production of the Banners. Any of the parties to this agreement may use these banners, e.g., City Banners/Chamber Banners.

The Media Director in consultation with the Promoters and approval of the Race Chairman shall make all final media decisions.

3. Local Suppliers.

To the extent economically feasible, Ironman shall use local suppliers for the implementation of the Race.

4. Logo.

Promoters will have the right to use the Ford Ironman Coeur d'Alene Logo in its print materials such as advertising, letterhead, and promotions. Provided, however, that Ironman must pre-approve any use of the Logo with a written notice.

5. Technical Duties.

- (i) Race equipment and manpower;
- (ii) Registrations – supplies and set up;
- (iii) Courses – Design, supplies, police coordination, volunteer coordination, start/finish course;
- (iv) Race Announcers;
- (v) TV crews;
- (vi) Aid Station – design and supplies;
- (vii) Event Staff, educators, race manuals (race directors);
- (viii) Transition supplies/set up;
- (ix) Banquets – scripts, awards (presentations, videos);
- (x) Police coordination, security and parking plans including posting uniformed security personnel at the gate at the Park entrance from Tuesday through Saturday to ensure only authorized vehicles enter the Park. Ironman will instruct security to immediately report to City staff any vandalism to public facilities or improper conduct on public property.
- (xi) Ordering race supplies;
- (xii) Finish line – design, supplies, set-up and tear down;
- (xiii) Media coordination;
- (xiv) Porta-Potties within the Park and along the race route. Porta-Potties in the Park shall be open to the public Wednesday prior to race day through Monday after race day;
- (xv) All traffic control devices;
- (xvi) Provide a site plan to the City a minimum of two weeks prior to the event which will include but not necessarily be limited to the placement of tents, Porta-Potties, and other amenities necessary for the race.
- (xvii) Attend a pre-setup meeting with the City to ensure that placement of tents, Porta-Potties, and other amenities necessary for the race are appropriate.

6. VIP Hosting. 20 VIP Packages and 20 Race Day packages to Promoters for use by Chamber staff and board members and City officials. The VIP packages shall include banquet passes, gifts, and passes to finish line and VIP tent.

7. Ironman Exposition. A four-day exposition running from the Wednesday to Saturday prior to the Race which festival shall include an Athlete Village, Kid's Race, optional Adult Fun Run and optional Parade.

8. Guarantee. Ironman guarantees a five-year license with the WTC and a minimum of 58 Hawaii qualifying spots.

SCHEDULE "C"

Chamber shall pay Ironman a Marketing Fee of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) which said Marketing Fee will assist in paying for the event's marketing, television production, and media activities.

This marketing fee shall be paid as follows:

<u>2008 Race:</u>	one-third (1/3) on signing of the contract one-third (1/3) on June 1 of race year one-third (1/3) on August 1 of race year
<u>2009 – 2012 Races</u>	one-third (1/3) on January 1 of race year one-third (1/3) on June 1 of race year one-third (1/3) on August 1 of race year

In the event the Race is canceled due to weather or other force majeure beyond control of Ironman, the Chamber will still be responsible for the Marketing Fee as set forth below. If the race cancellation date occurs after March 31, Chamber shall pay the full Marketing Fee per the above schedule. If the race cancellation date occurs prior to March 31, Chamber shall pay one-half (1/2) of the Marketing Fee.

In addition to the Marketing Fee, the Chamber shall also pay one-third (1/3) of any costs for any traffic control including police services outside of the City.

The Chamber and Ironman 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.

The Chamber will be responsible for the booking programs.

The Chamber agrees to provide Ironman with four (4) complimentary hotel rooms within the City from Tuesday to Tuesday of race week.

The Chamber will ensure a room block of 2500 is blocked for the period from Thursday prior to the Race to Monday after the Race and further ensure at least 1000 rooms are available on the Wednesday prior to the Race. These rooms will be held until May 1.

The parties acknowledge that Ironman is engaging in a long-term commitment to the Race with respect to both itself, sponsors and athletes. As such, the Chamber agrees that the Marketing Fee for the upcoming race shall become due as set forth in this Schedule "C" as soon as Ironman announces the Race for the succeeding year notwithstanding Ironman's termination of the Agreement thereafter (provided Ironman is within its right to terminate this Agreement). In the event the Promoters wrongfully terminate this Agreement, the Marketing Fee for the upcoming race under this Agreement shall be due as set forth herein.

SCHEDULE "D"

The Promoters agree to provide, at no cost to Ironman, the following facilities, services, supplies and promotions for the staging of the Race. This document will act as the permit information needed by the City and agreement for the Facilities:

1. Facilities.

The Promoters will facilitate, coordinate and assist Ironman in obtaining the grounds and facilities necessary for the Race. The grounds and facilities will be provided at no cost to Ironman, including but not limited to the following items for the following periods:

- (i) Lake COEUR D'ALENE for the swim course. Two, 1.2 mile loops. Set up Wednesday for morning practice swims. Race Day swim 7:00 a.m. until 9:20. Buoys will be removed starting at 9:30 a.m.;
- (ii) Appropriate transition area from the Monday before the race date until the Monday following the event. It can be watered until Friday a.m. prior to transition set-up. Area near the basketball courts. See Appendix 1;
- (iii) Roads within City limits for the Bike route (Appendix 2) and Run route (Appendix 3). Ironman to provide the barricades, cones and signage. (only within the City limits);
- (iv) Banquet location for 100x300 tent. Location will be the 3rd Street parking lot (Appendix 4). Set up will occur Tuesday prior to the event; tear down Wednesday following the event;
- (v) Athlete village/registration in the City Park from Monday through Monday; including the Parks Amphitheater, electric power, gazebo's and picnic areas. See Appendix 5;
- (vi) Finish line on Sherman Avenue between 1st and 2nd 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 event; tear down will occur Monday a.m. Set up and tear down will be done by Ironman;
- (vii) Parking lots as set forth in Appendix 6;
- (viii) Closed streets on Race Day in the City Area for the bike (Appendix 7) and run (Appendix 8);
- (ix) Suitable roads within the City limits with permits to complete a 56-mile bike loop and 13.1 mile run (each done two times);
- (x) City Beach for morning practice swims from 7:00 a.m. until 10:00 a.m. on Wednesday through Saturday prior to the race. This will include 6 city lifeguards on the water in kayaks, surfboards and/or boats.
- (xi) The City will provide the beach and roads as needed for a kids Splash and Dash race and optional adult 5km on Thursday evening or Saturday.

2. Services.

The Chamber shall provide:

- (i) Approximately 500 square feet of free, year-round office space at the Chamber's building to include a telephone for Ironman's use. Ironman is responsible for paying all long distance calls and faxes. Chamber will provide desk and chairs for Ironman's use. Ironman is responsible for providing their own office supplies.
- (ii) Up to 2,000 square feet of open storage space to Ironman for year-round use. Chamber shall also provide up to 1,500 square feet of closed storage space to Ironman for year-round use.
- (iii) An event volunteer director to recruit and manage volunteer captains and volunteers. The parties acknowledge a goal of having 80 captains and 3000 volunteers (approximately 500 hours of work). In the event Promoters fail to appoint such a volunteer director by 01/01/08, the Promoters shall make an annual payment of Nine-Thousand Dollars (\$9,000.00) (due on January 15 of each year) towards wage for a non-chamber staff member to be hired independently by Ironman and serve as volunteer director.

The City shall provide at no hard cost to Ironman:

- (i) Police services subject to coordination by Ironman in the City limits wherein the Race will take place at no cost to Ironman. Ironman will coordinate with the other jurisdictions.
- (ii) Permits and approval for a weeknight or Saturday kids race and optional adult 5km run and Concerts in the Park as part of the Ironman Expo. (contract to serve as permit)
- (iii) Permits for an Ironman Village with Exposition for Wednesday through Sunday.
- (iv) Necessary ambulance services (minimum of 6) to transport athletes on Race Day.

The City and Chamber shall provide at no hard cost to Ironman:

- (i) All applicable permits to Ironman to ensure use of all property/roads through which the race is run in the City limits only. In addition, Promoters shall assist Ironman in obtaining all other permits necessary for staging the race. The parties agree that non-issuance of any such permits necessary to conduct the Race (through no fault of Ironman) shall constitute an Event of Default by the Promoters.
- (ii) Lifeguards as needed, including minimum of 40 for Race Day and 6 for pre- Race morning swims.
- (iii) Volunteer medical staff and ambulance services, which shall include approximately 50 doctors, 150 other medical professionals and 100 massage therapists.
- (iv) Promoters agree to coordinate with the County to provide search and rescue during the swim portion of the Race. Chamber shall further supply jet ski support. Boat

support will be provided by the Chamber at the request of Ironman. Promoters and Ironman shall jointly coordinate parking and traffic control. (Appendix 9)
At least three (3) months prior to Race Date, Promoters shall provide any permits required under this section.

3. Supplies.

If the own the following supplies, and said supplies are reasonably available, the Promoters will provide free of charge the following items:

Bleachers, tables and stages. Traffic control supplies, including but not limited to, detour signs, barricades, "No Parking" signs and cones for ancillary events during week prior to race. Road sweeper within the City limits.

4. Promotion.

The Promoters shall place Ironman flags in the City for a minimum of 2 weeks prior to the Race and coordinate the placement of posters, which are supplied by Ironman in stores and retail locations. Ironman to provide flags. Ironman will not be charged a fee to place the banners.

SCHEDULE "E"
Ironman Race Standards - Major Obstacles

Standards

1. Safe and clean water standard as set by health officials
2. Roads, which roads within City limits, which allow for safe bike and run provides:
 - (a) minimal traffic -proper police support.
 - (b) no trains.
 - (c) proper road blocks/barricades.
 - (d) well-paved roads free of major defects.
3. Adequate volunteer support. 2500+ volunteers and medical staff (similar to other Ironman races).

Obstacles

1. Lack of accommodations for athletes. (Chamber)
2. Lack of facilities to hold World Class event.
3. Weather - inappropriate water and/or air temperature for conducting of Race.

APPENDIX 1
Transition Area



APPENDIX 2
FORD IRONMAN COEUR d' ALENE
BIKE COURSE TRAFFIC CONTROL PLAN

The Bike Course of the Ironman COEUR D' ALENE Triathlon is two loops of the following course and totals 112 miles long, and will take place on Cities of COEUR D' ALENE, Dalton Gardens, Hayden, Hayden Lakes and Kootenai County roads. The primary concern of the event organizers is to ensure the safety of the participants. All roads and lanes used by bicyclists must remain as free as possible of all non-official vehicles.

The following plan will describe the course and include a timeline of usage.

The course is as follows:

Exit transition turning Right onto Mullan Rd.

Turn Right on Northwest Blvd.

Turn Left on Lakeside Ave

Turn Right on 8th St.

Turn Left on Sherman Ave.

Turn Right on 11th St.

Turn Left on Mullan Ave.

Turn Right on 23rd St.

Turn Left on Ashton Ave

Turn Right on COEUR D' ALENE Lake Dr.

Turn Around at the Higgins point cul de sac.

Turn Left on Mullan Ave

Turn Right on 11th St

Turn Left on Sherman Ave

Turn Right on 8th St

Turn Left on Lakeside Ave
Turn Right on Northwest Blvd
Turn Right on Government Way
Turn Right on Kathleen Ave
Turn Left on 4th St
4th merges with Honeysuckle Ave
Turn Left on Strahorn Dr
Turn Right on Hayden Ave
Turn Left on Lakeview Dr
Turn Right on Rimrock Rd
Turn Left on English Pt Rd
Turn Right on Lancaster Ave
Turn Left on Hayden Lake Dr
Turn Left on Dodd Rd
Turn Right on Rimrock Rd
Turn Left on Ohio Match Rd
Turn around at Homestead Loop
Turn Right on Rimrock Rd
Turn Right on Garwood Rd
Turn Left on Hudlow Rd
Turn Right on Rimrock Rd
Turn Right on Lancaster Rd

Turn Left on Government Way

Turn Left on Honeysuckle Ave

Turn Right on 4th St

Turn Right on Kathleen Ave

Turn Left on Government Way

Turn Right on Northwest Blvd.

Turn Around N/of Hwy 95

Repeat Loop

After second loop, turn Right on Mullan Ave

Finish at City Park Transition Area

BIKE TIMELINE
(ALL TIMES APPROXIMATE)

LOCATION	FIRST RIDER FIRST/SECOND LOOP	LAST RIDER FIRST/SECOND LOOP
Start at City Park/2 nd Loop	0748/1010	0930/1330
Turnaround on Lake Drive	0805/1027	0958/1358
Northwest Blvd.	0824/1045	1030/1430
4 th St & Prairie Ave	0839/1100	1050/1450
Ohio Match Rd Turnaround	0920/1142	1156/1606
Lancaster Rd & Govt. Way	0942/1203	1245/1645
Finish Bike Portion	1230	1730

APPENDIX 3
FORD IRONMAN COEUR D'ALENE
RUN COURSE TRAFFIC CONTROL PLAN

The run course of the Ironman COEUR D'ALENE Triathlon is two loops and covers 26.2 miles, and will take place on the roads of COEUR D'ALENE. The primary concern of the event organizers is to ensure the safety of the participants, while providing alternate traffic routes for residents and the motoring public. All roads used by the runners must remain free of all non-official vehicles. (May not be able to keep the road to Higgins Point clear of all non-official traffic. This road is the only entrance and exit for the citizens who live out there)

The following plan will describe the course and include a timeline of usage.

The course is as follows:

Exit Transition, to Dike Road Path

Merge onto W. Lakeshore Dr.

Turn around approximately .6 mile down W. Rosenberry Dr.

Return on Dike Road Path to Transition Area

Cross Northwest Blvd go east on Lakeside Dr.

Turn Right on 7th St.

Turn Left on Front Ave.

Turn Right on 8th St.

Turn Left on Pine Ave.

Turn Right on 10th St.

Turn Left on Mountain

Turn Right back onto 10th St.

Turn Left on E. Lakeshore Dr.

Turn Left on 15th St.

Turn Left on Ash St.

Turn Right on 14th St.

Turn Right on Lost Ave.

Turn Left on 17th St.

Turn Right on Young Ave.

Turn Left on 19th St.

Turn Right on Mullan Ave.

Turn Right on 23rd St.

Turn Left on Ashton Rd.

Turn Right on Centennial Trail (parallels COEUR D'ALENE Lake Dr.)

Turn around approximately 3 miles down Centennial Trail

Turn Left on Ashton Rd.

Turn Right on 23rd St.

Turn Left on Mullan Ave.

Turn Left on 19th St.

Turn Right on Young Ave.

Turn Left on 17th St.

Turn Right on Lost Ave.

Turn Left on 14th St.

Turn Left on Ash Ave.

Turn Right on 15th St.

Turn Right on E. Lakeshore Dr.

Turn Right on 10th St.

Turn Left on Mountain Ave.

Turn Right back on to 10th St.

Turn Left on Pine Ave

Turn Right on 8th St.

Turn Right on Front Ave

Turn Left on 9th St

Turn Left on Sherman Ave

Turn Right on 7th St.

Turn Left on Lakeside Ave - Enter Park (at end of first loop only)

Repeat for second loop

At end of second loop:

Turn Left on Front Ave from 8th St

Turn Right on 7th St

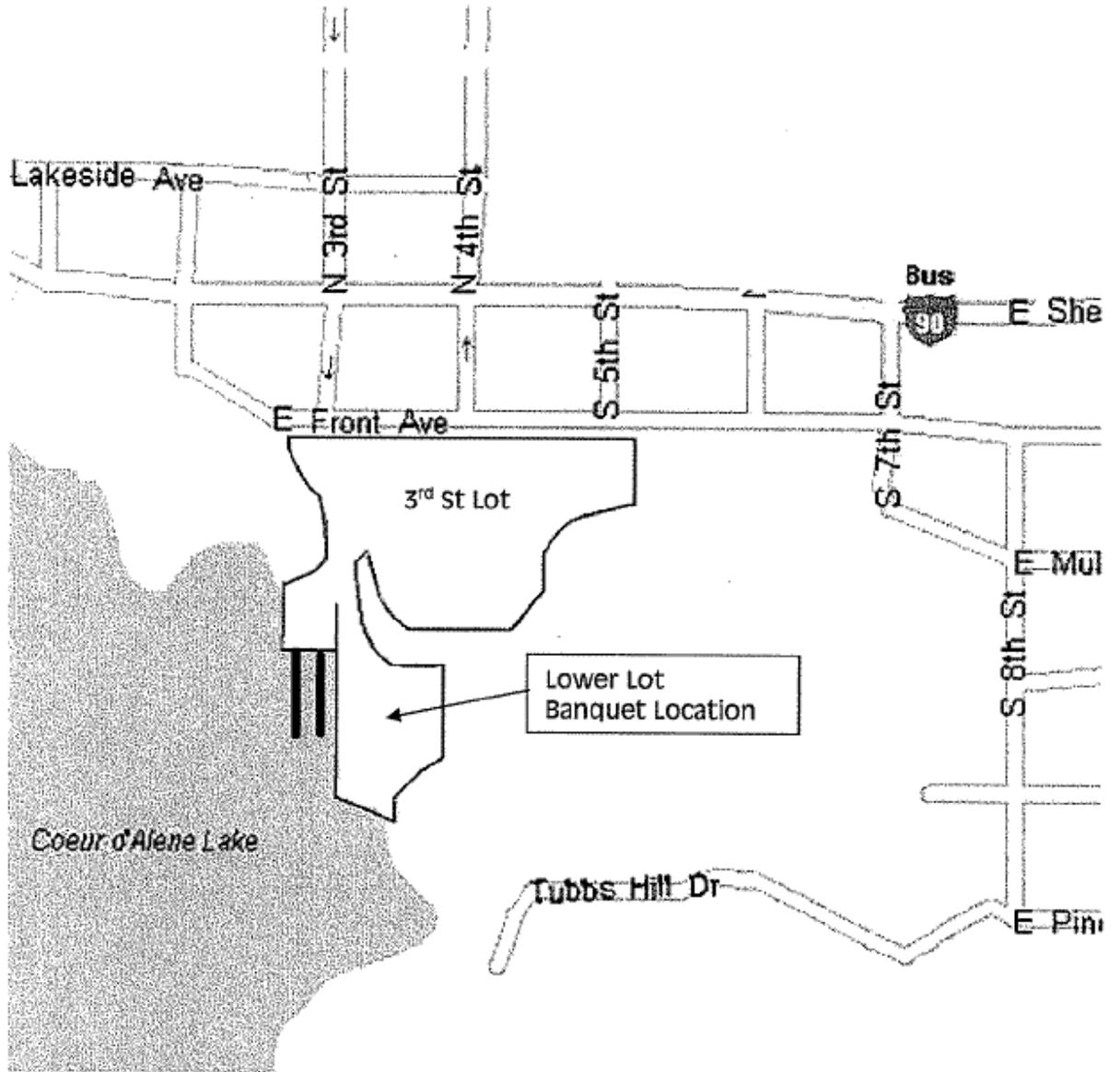
Turn Left on Sherman Ave

Continue on Sherman Ave to Finish Line between 2nd and 1st Streets.

RUN TIMELINE (ALL TIMES APPROXIMATE)

LOCATION	FIRST RUNNER FIRST/SECOND LOOP	LAST RUNNER FIRST/SECOND LOOP
City Park – Start 1 st & 2 nd loops	1245/1430	1730/2015
Turn Around CdA Lake Dr.	1330/1500	1845/2100
Turnaround W. Lakeshore	1420/1535	2030/2345
Finish	1545	2400

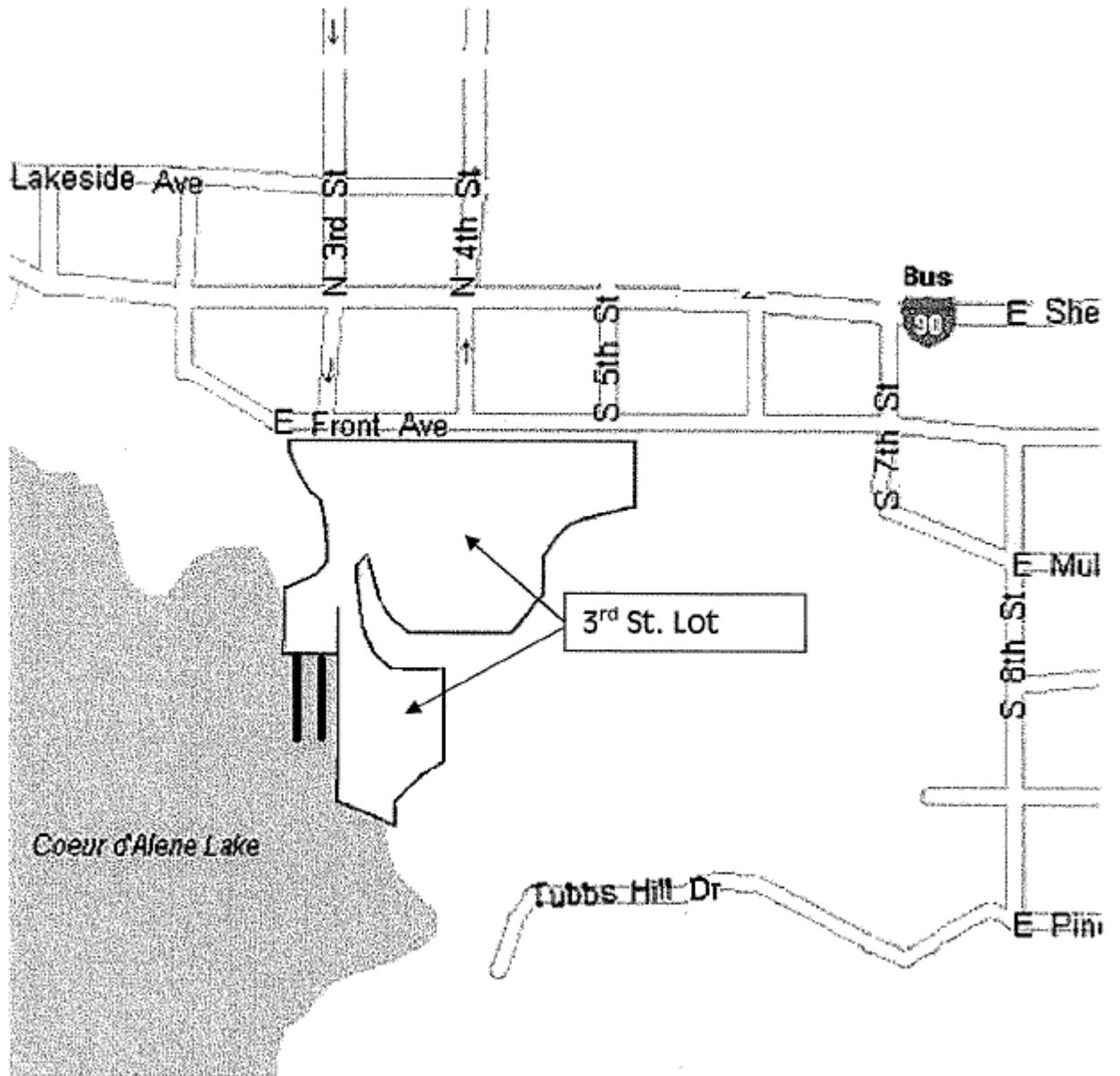
APPENDIX 4
BANQUET LOCATION



APPENDIX 5
ATHLETE VILLAGE



APPENDIX 6
PARKING LOTS





APPENDIX 7
BIKE ROAD CLOSURES
AND OPEN CROSS STREETS

All streets closed to traffic will be manned by a volunteer or either be coned or barricaded. All open Cross-Streets must be manned by a Police Officer (can only secure these within the City limits. Ironman will need to coordinate outside the city limits with the appropriate agencies), who will be responsible for allowing vehicles to cross the bike route only when the space between cyclists allows for safe passage. Volunteers may also be provided at these intersections, but can only be responsible for directing athletes.

For Downtown COEUR D'ALENE Road Closures, please see Run Course Traffic Control Plan.

NORTHWEST BLVD

Northwest Blvd. will be closed from Lakeside Ave to Highway 95 to all traffic except for Fort Grounds access and authorized race support vehicles.

Cyclists will travel outbound in the northbound lanes of Northwest Blvd., and inbound in the southbound lanes of Northwest Blvd except for the section between Hwy 95 and Hubbard Ave., where inbound cyclists will be routed to the northbound center lane to accommodate vehicle traffic to the Fort Grounds.

Vehicles will access the Fort Grounds via the Hwy 95 off ramp to southbound Northwest Blvd as far as Hubbard Ave. Vehicles leaving the Fort Grounds will travel in a coned lane northbound from Hubbard Ave. in the southbound lane from Hubbard Ave. to just north of Hwy 95 where they will be routed back to the northbound lanes of Northwest Blvd via cones. Southbound traffic on Northwest Blvd. will be routed to the on-ramp to Hwy 95 via signage, barricades and cones.

Hubbard Ave - Police

Garden Ave., Mullan Dr. and Hubbard Ave (east side) - Closed

HUBBARD AVE.

Hubbard Ave. will remain open to allow access to NIC and the surrounding neighborhood (City has the understanding that only residents of the Fort Ground area are to be allowed to enter this area, and only with an approved permit). Police Officers will be required on the west side of the Northwest Blvd. intersection to regulate traffic in and out of the Fort Grounds and NIC.

GOVERNMENT WAY.

Government Way will be closed from Northwest Blvd to Foster Ave. Between Foster Ave. and Harrison Ave parking will be prohibited to allow for two lanes of traffic in each direction on Government Way. Cyclists will ride in the lanes closest to the center median which will be separated from the vehicular traffic by cones. Traffic on east-west streets will be prohibited from crossing or turning left across Government Way except at Foster Ave. and Walnut Ave. where police will exploit gaps in cyclists to allow limited crossing of the bike course. Government Way will be open for vehicle traffic in both directions in the curb lanes from Foster Ave. to Kathleen Ave. Northbound Government Way will be closed to vehicle traffic at Kathleen Ave with access allowed to businesses on the east side from Neider Ave. to Kathleen Ave from the northbound curb lane of Government Way.

The northern sections of Government Way from Lancaster Rd. to Honeysuckle Rd will be open for southbound vehicle travel and closed to northbound vehicles between Honeysuckle Ave and Miles Ave.

Foster Ave., Walnut Ave., Ironwood Ave., Appleway Ave., Neider Ave., Kathleen Ave. - Police.
Hayden Ave., and Honeysuckle Ave - Sheriff

Wallace Ave., Garden Ave. - Closed

All other cross streets restricted to right turn onto Government Way only except for crossing locations at Foster and Walnut Avenues.

KATHLEEN AVE.

Kathleen Ave. westbound will be closed from Honeysuckle Dr. to Government Way. Eastbound Kathleen Ave. will be closed from 2nd Street to Honeysuckle Dr. Between Government Way and 2nd Street a coned lane will allow northbound traffic on Government Way to turn right onto Kathleen Ave. in the curb lane and then right onto 2nd St.

4th ST.

4th St. will be closed from Timber Ln. to Dalton Ave with the exception of one northbound lane for traffic will be coned from Honeysuckle Dr. to Hoffman Ave. 4th St. will be restricted to local traffic between Dalton Ave. and Prairie Ave. limited crossing for east-west traffic at Dalton Ave., Hanley Ave. and Prairie Ave. 4th St. will be closed from Prairie Ave. to Honeysuckle Ave. 4th St. and Prairie Ave. - Sheriff

HONEYSUCKLE AVE

Honeysuckle Ave will be open to two-way vehicle traffic with traffic control giving preference to cyclists . Cyclists will be traveling east on Honeysuckle Ave from Government Way to Strahorn Rd.

Government Way, Maple St and Strahorn Rd - Sheriff

STRAHORN RD

Strahorn Rd will be open to traffic in both directions.

HAYDEN AVE

Hayden Ave will be open to traffic in both directions.

LAKEVIEW DR.

Lakeview Dr will be open to traffic in both directions from Hayden Ave. to Miles Ave. Between Miles Ave. and Rimrock Rd., traffic will be allowed to proceed northbound only. Traffic entering Lakeview Dr. from Friar Dr. and Tudor Dr. will be required to turn left onto Lakeview Dr.

ENGLISH PT RD.

English Point Rd will be open for traffic in both directions from Rimrock Rd. to Split Rock Rd. From Split Rock Rd to Lancaster Rd traffic will be allowed one-way going north towards Lancaster Rd.

EAST HAYDEN LAKE RD.

East Hayden Lake Rd. will be open to traffic in both directions. Cyclists will proceed northbound from Lancaster Rd. and will turn left onto Dodd Rd. Traffic proceeding south on East Hayden Lake Rd. will be stopped at Dodd Rd. and allowed to proceed across the bike route when there are sufficient gaps between cyclists.

DODD RD.

Dodd Rd will be open to traffic in both directions.

RIMROCK RD.

Rimrock Rd. will be open to traffic in both directions. Cyclists will travel in both directions between Dodd Rd. and Hudlow Rd. and between Garwood Rd. and Ohio Match Rd. Cyclists will be one-way northbound between Hudlow Rd and Garwood Rd and southbound between Dodd Rd. and Lancaster Rd.

OHIO MATCH RD.

Ohio Match Rd. will be open to traffic in both directions. Signage east of Hwy 95 will advise motorists of the race in progress. Cyclists will travel in both directions on Ohio Match Rd making a U-turn just east of Hwy 95.

GARWOOD RD.

Garwood Rd will be open to traffic in both directions. Cyclists will travel westbound only and will turn left onto Hudlow Rd. Signage just east of Hwy 95 will advise motorists of the race.

HUDLOW RD.

Hudlow Rd. will be open to motorists for both directions. Cyclists will travel east on Hudlow Rd. and turn right onto Rimrock Rd.

LANCASTER RD.

Lancaster Rd. will be open to traffic in both directions. Cyclists will travel east from English Point Rd. to East Hayden Lake Rd. and will travel westbound from Rimrock Rd. to Government Way.

Appendix 8
RUN ROAD CLOSURES
AND OPEN CROSS STREETS

All streets used for the Run Course must be closed to non-official vehicle traffic. Some streets may have limited local traffic usage, but all motorists all access will be controlled by volunteers stationed at these intersections. All intersections will be manned by a volunteer or will be either will be coned or barricaded. All open cross streets must be manned by a Police Officer, who will responsible for allowing vehicles to cross the run course only when the space distance between runners allows for safe passage. Volunteers may also be provided at these intersections, but can only be responsible for directing athletes.

COEUR D' ALENE AVE.

Coeur d'Alene Ave. will be open to vehicular traffic, but will be barricaded at all south side intersections between 1st St. and 11th St. to prevent vehicles from traveling toward Lakeside Ave.

LAKESIDE AVE.

Lakeside Ave will be closed from Northwest Blvd. to 9" St. Barricades will be placed at 9th St.

SHERMAN AVE.

Sherman Ave. will be closed to all vehicular traffic from Northwest Blvd. to 12th St. Barricades will be placed at 12th St.

FRONT AVE.

Front Ave. will be closed at 11th St. Barricades will be placed at 11th St. Local traffic will be allowed between 11th St and 2nd St from the south off of 10th St., or 9th St.

MULLAN AVE.

Both sides of Mullan Ave. will be barricaded from 8th St. to 23rd St., except for 15th St., which will remain open as a vehicular cross street. Two police officers will be required at this intersection. All residents of the area bordered by Mullan Ave. to the north and E. Lakeshore Dr. to the south must use 15th St. to access this neighborhood.

From 19th St. to 23rd St., Mullan Ave. will have both two-way bike traffic and two way run traffic from 1245 to 1430. The runners will share the south lane and the hikers the north. Cones will separate the bikers and runners.

W. LAKESHORE DR.

W. Lakeshore Dr. will be closed from City Park to the Stimson sawmill. Barricades will be placed at the course turn around point, at the intersection of Rosenberry Dr. and College Dr., Military Dr., N. Forest Dr., and Hubbard St.

VOLUNTEERS

Volunteers will be placed at the following intersections to direct runners:

Lakeside & 8th

Sherman & 7th

Sherman & 8th

Mullan & 7th

Pine & 8th

Pine & 10th

Mountain & 10th

E. Lakeshore Dr. & 10th

E. Lakeshore & Ash

Ash & 14th

Lost & 14th

Lost & 17th

Young & 17th

Young & 19th

Mullan & 19th

Mullan & 15th (2 required)

Mullan & 23rd

23rd & Ashton

Ashton & COEUR D'ALENE Lake Dr.

Cd'A Lake Dr & Potlatch, Beach House, E. Silver Beach, S. Silver Beach, Evergreen, S. Sunnyside, Abrams, Yellowstone Tr. And Higgins Boat Launch

Appendix 9

Traffic Posts

Bike Course Intersections	Primary	Assisted By
Mullan Rd & Northwest Blvd	Volunteer	
Lakeside Ave & Northwest Blvd	Volunteer	
Lakeside Ave & 1 st St	Volunteer	
Lakeside Ave & 2 nd St	Volunteer	
Lakeside Ave & 3 rd St	Volunteer	
Lakeside Ave & 4 th St	Volunteer	
Lakeside Ave & 5 th St	Volunteer	
Lakeside Ave & 6 th St	Volunteer	
Lakeside Ave & 7 th St	Volunteer	
Lakeside Ave & 8 th St	Volunteer	
Sherman Ave & 8 th St	Volunteer	
Sherman Ave & 9 th St	Volunteer	
Sherman Ave & 10 th St	Volunteer	
Sherman Ave & 11 th St	Volunteer	
Front Ave & 11 th St	Volunteer	
Mullan Ave & 11 th St	Volunteer	
Mullan Ave & 12 th St	Volunteer	
Mullan Ave & 13 th St	Volunteer	
Mullan Ave & 14 ^h St	Volunteer	
Mullan Ave & 15 th St	CdA Police	
Mullan Ave & 16 th St	Volunteer	
Mullan Ave & 17 th St	Volunteer	
Mullan Ave & 18 th St	Volunteer	
Mullan Ave & 19 th St	Volunteer	
Mullan Ave & 20 th St	Volunteer	
Mullan Ave & 21 st St	Volunteer	
Mullan Ave & 22 nd St	Volunteer	
Mullan Ave & 23 rd St	Volunteer	
Ashton Ave & 23 rd St	cones	
Coeur d'Alene Lake Dr & Ashton	Trafficorp	Volunteer
Coeur d'Alene Lake Dr & Mullan Dr	CdA Police	Trafficorp
Coeur d'Alene Lake Dr & Golf Course	Trafficorp	
Coeur d'Alene Lake Dr & Potlatch Hill Rd	Trafficorp	
Coeur d'Alene Lake Dr & E. Silver Beach Rd	Volunteer	
Coeur d'Alene Lake Dr & S. Silver Beach Rd	Volunteer	
Coeur d'Alene Lake Dr & Sunnyside Dr	Trafficorp	
Coeur d'Alene Lake Dr & S. Booth Park Rd	cones	

Coeur d'Alene Lake Dr & Yellowstone Trail	Volunteer	
Coeur d'Alene Lake Dr & S. Booth Park Rd	cones	
Coeur d'Alene Lake Dr & Higgins Pt	Volunteer	
Government Way & Wallace Ave	Volunteer	
Government Way & Garden Ave	Volunteer	
Government Way & Foster Ave	CdA Police	
Government Way & Browne Ave	Volunteer	
Government Way & Idaho Ave	Volunteer	
Government Way & Virginia Ave	Volunteer	
Government Way & Miller Ave	Volunteer	
Government Way & Short Ave	Volunteer	
Government Way & Summit Ave	Volunteer	
Government Way & Harrison Ave	Trafficorp	
Government Way & Spokane Ave	Volunteer	
Government Way & Walnut Ave	CdA Police	
Government Way & Linden Ave	Volunteer	
Government Way & Lacrosse Ave	Volunteer	
Government Way & Hazel Ave	Volunteer	
Government Way & Mill Ave	Volunteer	
Government Way & Spruce Ave	Volunteer	
Government Way & Davidson Ave	Volunteer	
Government Way & Poplar Ave	Volunteer	
Government Way & Emma Ave	Volunteer	
Government Way & Locust Ave	Volunteer	
Government Way & Ironwood Dr	CdA Police	Trafficorp
Government Way & Hattie Ave	Volunteer	
Government Way & Homestead Ave	Volunteer	
Government Way & Carwell Ave	Volunteer	
Government Way & Borah Ave	Volunteer	
Government Way & Appleway Ave	CdA Police	
Government Way & Haycraft St	Volunteer	
Government Way & Anton Ave	Volunteer	
Government Way & Cosgrove Ave	Volunteer	
Government Way & Neider/Lunceford Ave	CdA Police	
Government Way & Seale Ave	Volunteer	
Government Way & Sunset Ave	Volunteer	
Government Way & Kathleen Ave	CdA Police	Volunteer
4 th St & Kathleen Ave	Volunteer	
4 th St & Honeysuckle Dr	Volunteer	
4 th St & Hoffman Ave	Volunteer	
4 th St & Dalton Ave	Trafficorp	Trafficorp
4 th St & Hanley Ave	Trafficorp	Trafficorp
4 th St & Canfield Ave	Volunteer	

4 th St & Wilbur Ave	Volunteer	
4 th St & Deerhaven Ave	Volunteer	
4 th St & Prairie Ave	Deputy	Trafficorp
4 th St & Honeysuckle Ave	Trafficorp	Volunteer
Strahorn Rd & Honeysuckle Ave	Deputy	Volunteer
Strahorn Rd & Drawbridge Rd	Volunteer	
Strahorn Rd & Parkside Dr	Volunteer	
Strahorn Rd & Hayden Ave	Trafficorp	Volunteer
Lakeview Dr & Hayden Ave	Volunteer	
Lakeview Dr & Bozanta Dr	Volunteer	
Lakeview Dr & Evergreen Dr	Volunteer	
Lakeview Dr & Miles Ave	Volunteer	
Lakeview Dr & Friar Dr	Volunteer	
Lakeview Dr & Tudor Dr	Volunteer	
Lakeview Dr & Rimrock Dr	Trafficorp	
English Pt Rd & Rimrock Dr	Volunteer	
English Pt Rd & Blue Rock Dr	Volunteer	
English Pt Rd & Patty Dr	Volunteer	
English Pt Rd & Burchell Dr	Volunteer	
English Pt Rd & Split Rock Dr	Volunteer	
English Pt Rd & Hayden Pt Rd	Volunteer	
English Pt Rd & E. Waverly Loop	Volunteer	
English Pt Rd & Cabin Ct	Volunteer	
English Pt Rd & Evergreen Rd	Volunteer	
English Pt Rd & McMahon Rd	Volunteer	
English Pt Rd & Lancaster Rd	Trafficorp	Volunteer
E. Hayden Lake Dr & Rockaway Bay Rd	cones	
E. Hayden Lake Dr & Hayden Hidaway	cones	
E. Hayden Lake Dr & Dodd Rd	Trafficorp	Volunteer
Dodd Rd & Boot Hill Rd	Volunteer	
Rimrock Rd & Dodd Rd	Trafficorp	Volunteer
Rimrock Rd & Narrow Farm Rd	Volunteer	
Rimrock Rd & Hudlow Rd	Trafficorp	Volunteer
Rimrock Rd & Garwood Rd	Trafficorp	Volunteer
Rimrock Rd & Ohio Match Rd	Trafficorp	Volunteer
Ohio Match Rd & Homestead Rd (E)	cones	
Ohio Match Rd & Homestead Rd (W)	Trafficorp	Volunteer
Hudlow Rd & Garwood Rd	Trafficorp	Volunteer
Hudlow Rd & Grand Tour Rd	Volunteer	
Hudlow Rd & Pinewood Wy	Volunteer	
Lancaster Rd & Rimrock Rd	Trafficorp	Volunteer
Lancaster Rd & Cambridge Dr	cones	
Lancaster Rd & St James Pl	cones	

Lancaster Rd & Deer Park Ln	cones	
Lancaster Rd & Calico Meadows Rd	cones	
Lancaster Rd & Bradbury Dr	cones	
Lancaster Rd & Strahorn Rd (S)	Volunteer	
Lancaster Rd & Dover St	cones	
Lancaster Rd & Strahorn Rd (N)	Volunteer	
Lancaster Rd & Ferndale Dr	Volunteer	
Lancaster Rd & Government Way	Trafficorp	
Government Way & Kelly Rae Dr	Volunteer	
Government Way & Alvis Rd	Volunteer	
Government Way & Buckles Ave	Volunteer	
Government Way & Wyoming Ave	Volunteer	
Government Way & Jadyann Ct	Volunteer	
Government Way & Lacey Ave	Volunteer	
Government Way & Miles Ave	Trafficorp	
Government Way & Dakota Ave	Trafficorp	
Government Way & Hilgren Ave	Volunteer	
Government Way & Hayden Ave	Deputy	
Government Way & Midtown Ln	Volunteer	
Government Way & Ferrians Rd	Volunteer	
Government Way & Willow Tree Ln	Volunteer	
Government Way & Orchard Ave	Trafficorp	Volunteer
Government Way & Sargents Dr	Volunteer	
Government Way & Country Ridge Ct	Volunteer	
Government Way & Commerce Dr	Volunteer	
Government Way & Honeysuckle Ave	Deputy	Trafficorp
Honeysuckle Ave & Maple St	Deputy	
Northwest Blvd & W. Garden Ave	cones	
Northwest Blvd & Lincoln Way	cones	
Northwest Blvd & Hubbard Ave	Trafficorp	
Northwest Blvd S/of US 95	cones	
Northwest Blvd & US 95 (S)	Trafficorp	
US 95 & S/B ramps	Trafficorp	
US 95 & N/B ramps	cones	
Northwest Blvd & US 95 (N)	Volunteer	
Northwest Blvd & Lacrosse Ave	Volunteer	

Run Course Intersections	Primary	Assisted By
W. Lakeshore Dr & Park Dr	Volunteer	
W. Lakeshore Dr & Military Ave	Volunteer	
W. Lakeshore Dr & Forest Ave	Volunteer	

W. Lakeshore Dr & Hubbard Ave	Volunteer	
Rosenberry Dr & College Drive	Volunteer	
Lakeside Ave & Northwest Blvd	Volunteer	
Lakeside Ave & 1st St	Volunteer	
Lakeside Ave & 2nd St	Volunteer	
Lakeside Ave & 3rd St	Volunteer	
Lakeside Ave & 4th St	Volunteer	
Lakeside Ave & 5th St	Volunteer	
Lakeside Ave & 6th St	Volunteer	
Lakeside Ave & 7th St	Volunteer	
Sherman Ave & 9 th St	Volunteer	
Sherman Ave & 7th St	Volunteer	
Sherman Ave & 6th St	Volunteer	
Sherman Ave & 5th St	Volunteer	
Sherman Ave & 4th St	Volunteer	
Sherman & Ave 3rd St	Volunteer	
Sherman Ave & 2nd St – Finish Line	Volunteer	
7 th St between Sherman Ave & Front Ave	Volunteer	
Front Ave & 7 th St	Trafficorp	Volunteer
Front Ave & 8 th St	Trafficorp	Volunteer
Front Ave & 9 th St	Trafficorp	Volunteer
8 th St & Mullan Ave	Volunteer	
8 th St & Bancroft Ave	Volunteer	
8 th St & Young Ave	Volunteer	
8 th St & Pine Ave	Volunteer	
9 th St & Pine Ave	Volunteer	
10 th St & Pine Ave	Volunteer	
10 th St & Mountain	Volunteer	
10 th St & Lakeshore Dr & 11 th St	Volunteer	
E. Lakeshore Dr & 12 th St	Volunteer	
E. Lakeshore Dr & Taylor St	Volunteer	
E. Lakeshore Dr & Dollar St	Volunteer	
E. Lakeshore Dr & Ash Ave	Volunteer	
Ash Ave & 14 th St	Volunteer	
Lost Ave & 14 th St	Volunteer	
Lost Ave & 15 th St	Volunteer	
Lost Ave & 16 th St	Volunteer	
Lost Ave & 17 th St	Volunteer	

Young Ave & 17th St	Volunteer	
Young Ave & 18th St	Volunteer	
Young Ave & 19th St	Volunteer	
Mullan Ave & 19th St	Volunteer	
Mullan Ave & 20th St	Volunteer	
Mullan Ave & 21st	Volunteer	
Mullan Ave & 22nd St	Volunteer	
Mullan Ave & 23rd St	Volunteer	
Ashton Ave & 23rd St	Volunteer	
Coeur d'Alene Lake Dr & Ashton Ave	Trafficorp	Volunteer
Coeur d'Alene Lake Dr & Golf Course	Trafficorp	Volunteer
Coeur d'Alene Lake Dr & Potlatch Hill Rd	Trafficorp	Volunteer
Sector continues to Turnaround #2		

Appendix 10

Community Fund Mission

To help give back to the communities which play host to Ironman events in the U.S. and Canada, North America Sports formed the Ironman Community Fund Program.

The Ironman Community Fund provides a financial opportunity for North America Sports to help those in the community who support our events, with a heavy emphasis on providing sports opportunities for children.

Athletes who compete in Ironman events help to raise resources for the Ironman Community Fund through the purchase of Ironman Community Fund spots.

PUBLIC HEARINGS

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 10, 2008
FROM: Jim Markley, Water Department Superintendent.
SUBJECT: Water rate study briefing.

=====

DECISION POINT:

No action required. Staff will be making a brief presentation of the draft rate and fee study for the Committee's information. The City will be holding a public hearing on March 18th for the study and it will also be presented at that time.

HISTORY:

The last financial analysis of the water system was made in 1999. These types of studies are typically undertaken approximately every 10 years.

The purpose of this analysis was twofold:

1. Review the City's rates and fees and make necessary adjustments to ensure that they are sustainable.
2. Build a water conservation feature into the rates.

The Consultant took our financial information including anticipated revenues and expenditures and measured them against our long term financial needs. They also reviewed our Capitalization fund balance and needs. By analyzing this data they have come up with recommendations of appropriate fees to allow the water fund to continue to be self supporting.

We met with the NIBCA last week and presented the capitalization portion of the report. They seemed satisfied with the need for the changes.

FINANCIAL ANALYSIS:

Recommendations of specific adjustments to the rates and fees together with phasing options will be made during the presentation.

QUALITY OF LIFE ANALYSIS:

The water department operates completely by fees and rates. Having an updated financial study will help ensure that we are able to continue to operate solely on our revenues and to meet the needs of our customers.

DECISION POINT/RECOMMENDATION:

No action required. For information only.

**CITY COUNCIL
STAFF REPORT**

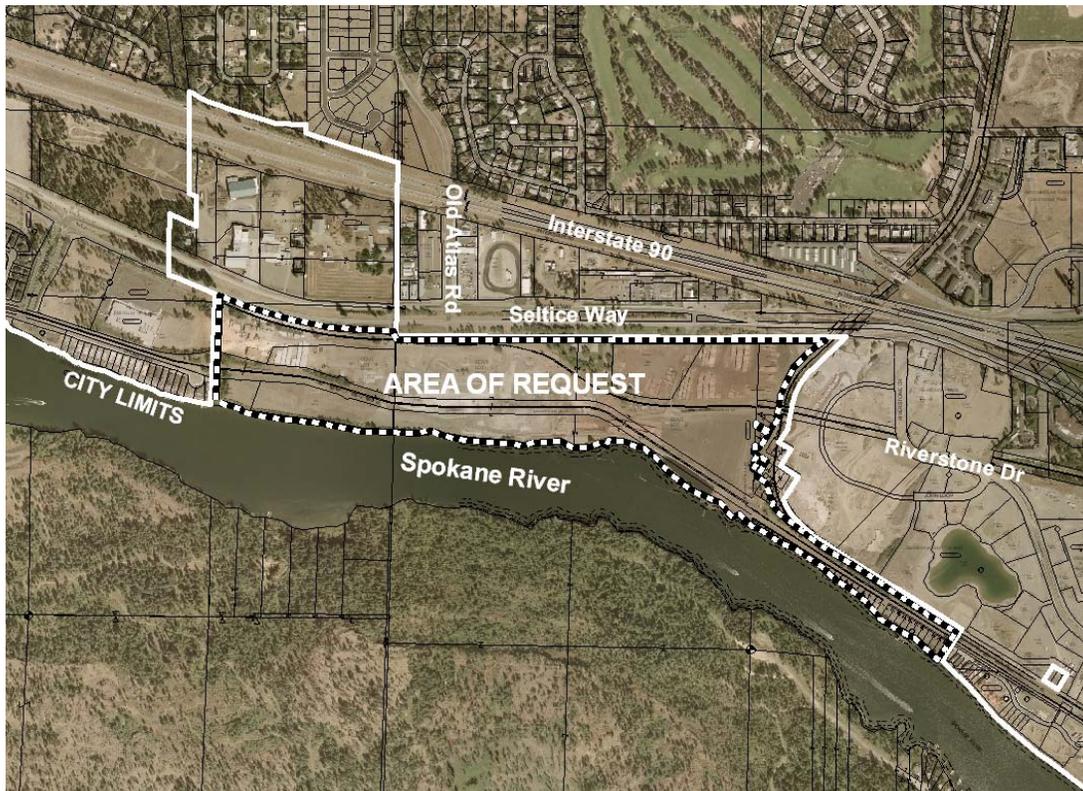
FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: MARCH 24, 2008
SUBJECT: RCA-7-08 – REQUEST TO CONSIDER ANNEXATION
LOCATION: +/- 91.4 ACRE FORMER STIMSON MILL SITE BETWEEN SELTICE WAY AND
THE SPOKANE RIVER

DECISION POINT:

The Mill Sites, LLC is requesting approval of a Request to Consider Annexation of the Atlas mill site a +/- 91.4 acre parcel between Seltice Way, the Spokane River, the Mill River development and Riverstone West development.

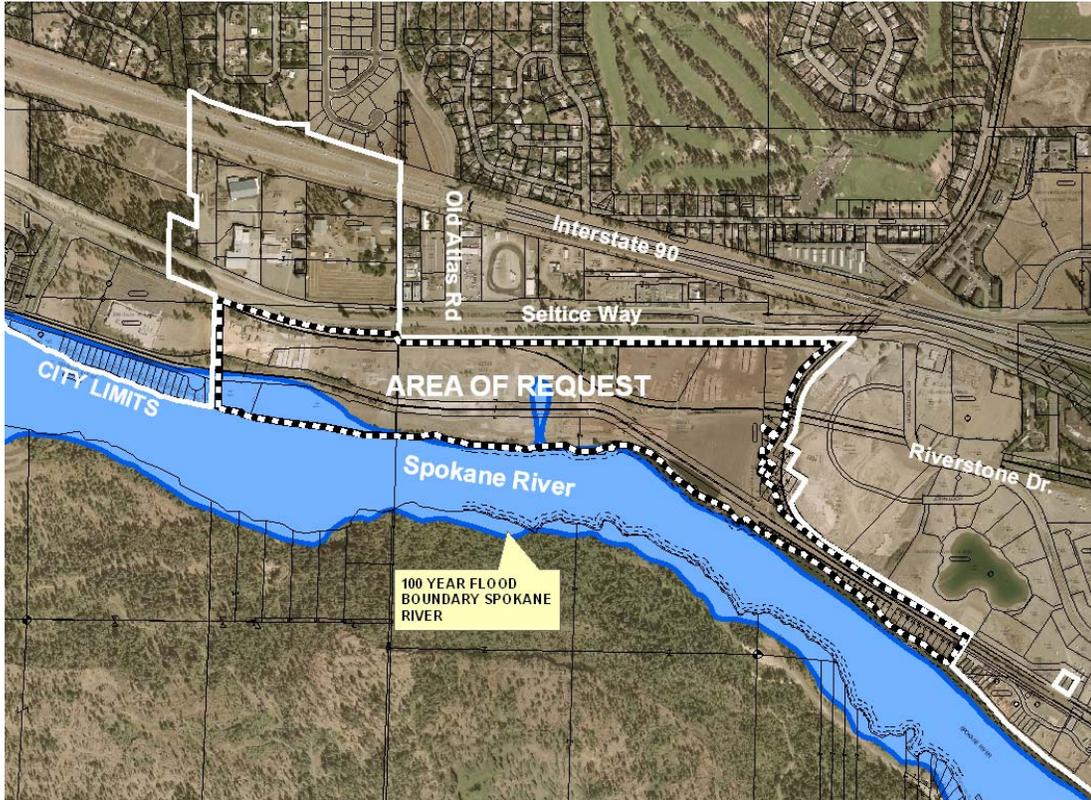
GENERAL SITE INFORMATION:

A. **The site**



B. **Physical constraints:**

A portion of the area of request is in the 100 year flood plain of the Spokane River. Development in a flood zone is strictly regulated by City code. Our floodplain ordinance adheres to all FEMA requirements so that property owners will be eligible for flood insurance.



BASIC LEGAL THRESHOLDS:

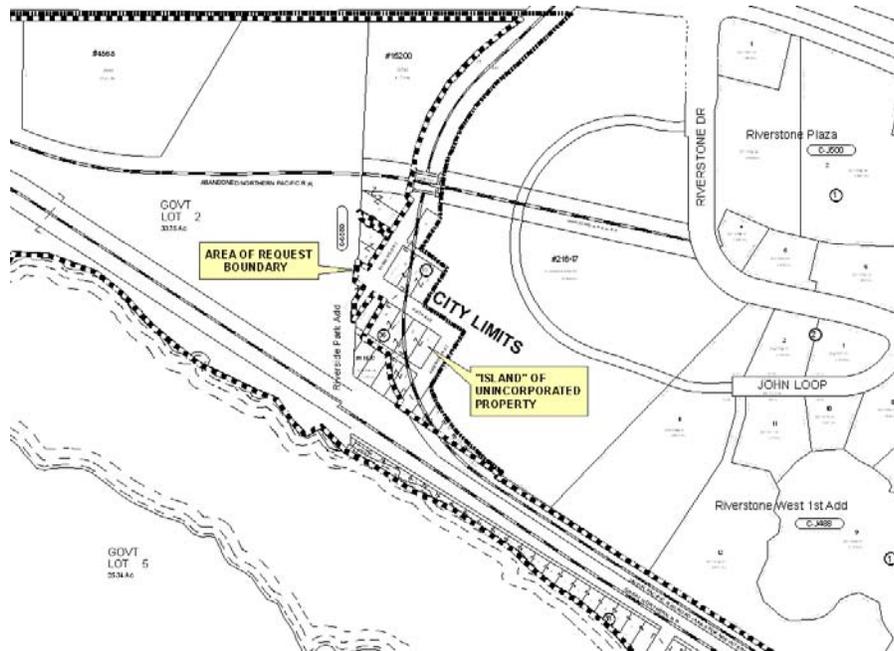
A. Area of City Impact:

The area of request is within the Cœur d'Alene Area of City Impact boundary.

B. Contiguity with City Boundary:

The area of request is adjacent to existing city boundaries on the west, north and east sides of the area of request. There are, however, the following areas that would still create an "island" of unincorporated land that should be annexed as a part of any annexation of the area of request:

- Property owned by the Centennial Trail Foundation lying between the area of request and the Riverstone West plat.
- Public right-of-way in the Riverside Park Addition consisting of portions of Elmwood Street, Fifth Avenue and alleys in Blocks 18 and 36 that are not a part of this request or owned by the Centennial Trail Foundation.

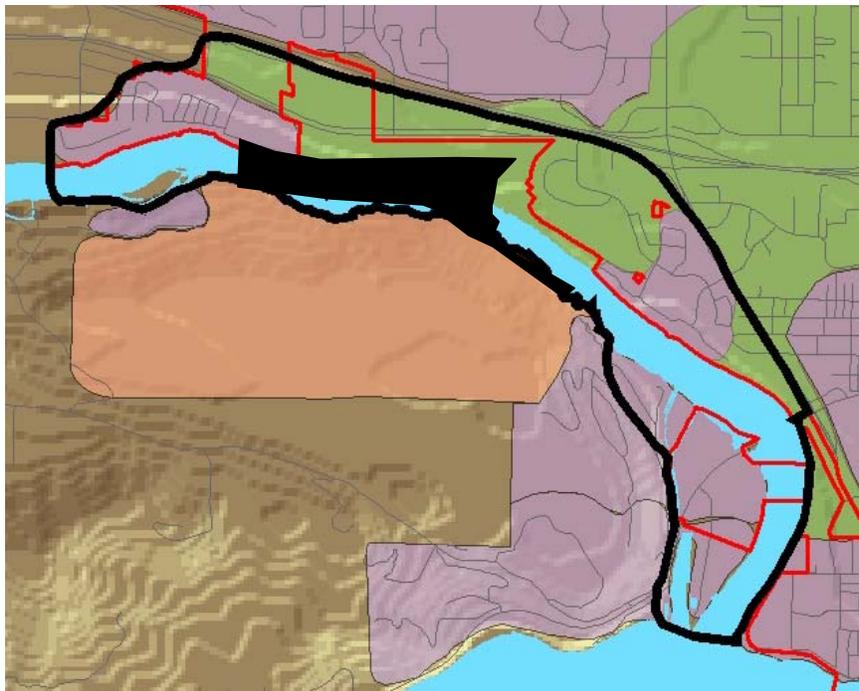


C. Orderly Growth:

This request would be a logical extension of the city along the Spokane River filling in a portion of unincorporated area between the Mill River development on the West and the Riverstone West development on the east.

BASIC PLANNING CONSIDERATIONS:

- A. 2007 Comprehensive Plan designation - Transition – Spokane River District



The area of request has a land use designation of Transition and is within the Spokane River District, as follows:

1. **Transition Areas:**

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

2. **Spokane River District:**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial, retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

B. PUBLIC FACILITIES AND SERVICES:

Sewer:

Public Sewer is available for connection to this site. Public sewer was conceptually planned for this site through two types of connections. The first and city preferred connection is a gravity connection to the Riverside Interceptor for as much property as elevation will allow. The second

type of connection will be the remainder of this property that will need to discharge to the Mill River Lift Station (public) through a gravity line connection that was installed at the time of the Mill River Additions. This will pump the sewer to the higher elevation needed to connect to the Riverside Interceptor and this will likely include all the shoreline lots.

Water:

The proposed property is near the extreme west end of the General Zone. There is an existing division of the High Zone and General Zone at Atlas Rd just north of I-90 with a PRV station.

Unless there is large demand for flow such as a fire or excess irrigation, there is essentially a single feed from the southeast along Seltice Way. With the current Mill River development at the extreme end of the system between Grand Mill and Huetter Rd., it is very likely that there is not sufficient flow at this time to support an additional development of this size.

A complete water analysis of this site including any possible alternative methods for acquiring the additional flow capacity would be required to ensure adequate coverage. This analysis should take into account any possible development which may occur between Seltice Way and I-90 as well. Some sense of the maximum population density will need to be ultimately determined to make this as accurate as possible.

- Currently, it is estimated that there is not enough current capacity in the west end of the General Zone in conjunction with existing developments to support additional growth in the area with present supplies.
- In order to determine capacity, the developer will be asked as a condition of annexation, to conduct a complete water analysis of this site in conjunction with other existing developments and other surrounding properties to determine current and future capacity for the proposed property.
- The developer, as a result of the water study, will be asked to provide viable alternatives to supply the necessary capacity to and through the proposed site.

Streets:

The roadway to the north of the subject property is a four (4) lane median divided highway (US Hwy 10) that is under the jurisdiction of both the City of Coeur d'Alene and the Post Falls Highway District. Access to the site is currently through the intersection of Atlas Road and Seltice Way, with future access from the east through the Riverstone development.

Parks:

Park Land:

A park within this annexation request could meet a Special Use Area need identified in the recently adopted Parks Master Plan.

Coeur d'Alene's inventory of special use areas in 2007 includes sports complexes/facilities and waterfront facilities. There is currently a strong public demand for more waterfront access, and this demand is anticipated to increase as the population grows. Although waterfront land is scarce, it is a significant public priority. Public waterfront in this annexation should be located directly between the Riverstone Park and the Spokane River with public access unimpeded by

going under or over roadways.

As the City's population grows, a significant demand for all sport fields will develop. Estimates project that eight baseball fields, fourteen softball fields and fifteen soccer/multi use fields will be needed, in addition to the existing resources. The city's service base population at build out can exceed 90,000. To provide space for sports complexes, an estimated 80 to 100 additional acres of special use area land will be needed.

We would encourage a meeting with the CDA Parks Foundation to discuss the donation of open space/park land.

Trails

The Centennial Trail currently runs between this annexation and the Riverstone Subdivision. Connectivity through this proposed annexation to the Mill River subdivision is critical. Another major point of connection would be with the Atlas Trail at Atlas Road and Seltice. Proposed roadways that cross the Centennial Trail should be designed to have grade separated crossings. Trail connectivity within the proposed sub-division should be designed to provide safe walking/biking corridors for residents and visitors to safely move about the trail system and the trail system should lead them to other points for interest, including parks, waterfront, and the Centennial Trail.

The Parks & Recreation Master Plan process brought to light community concerns about personal safety using trails – something that discourages use of these facilities for more cautious pedestrians and cyclists. The 2006 recreation survey results indicated concerns about conflicts with vehicles for recreation users. Finally, private developments should be required to provide linkages to the citywide system of trails and bikeways. This will ensure connectivity of neighborhoods, and provide multiple means of access to community park and recreation resources.

Urban Forest

We encourage developers to confer with our Urban Forester for selection of tree selection on our approved tree list for right-of-way plantings. In particular, the Urban Forestry Committee has identified the Seltice Way right-of-way for the planting of native species.

One of our goals in the Parks Master Plan is to continue to encourage tree plantings within public right-of-ways. The urban forest is a defining characteristic of Coeur d'Alene. The Parks Department should continue to encourage tree planting with public rights-of-way to ensure that the canopy is maintained.

Fire:

The Coeur d'Alene Fire Department has a response time objective of four (4) minutes or less to respond to a fire or medical emergency. (NFPA 1710) The location of this proposal will not allow us to meet this response objective. Additionally, this project exceeds the 2.5 miles range from fire station #1 (our current ladder truck location.) Any building heights exceeding 35 feet in this project area will negatively affect future ISO ratings, unless an additional aerial apparatus is placed into service within this 2.5 mile range.

The fire department will need to locate and acquire property and funds for a building and aerial fire apparatus. The city will need to add an additional 12 full-time firefighter employees to man the station/apparatus and meet this response time objective within the distance objectives.

Additionally, we are concerned with having access and/or firefighting capabilities to all exposures

of property. Any development of waterfront property with dwelling units, commercial occupancies or docks will require additional fire protection features and/or specialized fire department apparatus (boat). The fire department will be responsible for fire prevention, fire suppression, rescue and mitigation of hazardous materials released (fuel spills in the river) from any docks attached to property inside the city limits. We will need dedicated dock space, supporting infrastructure and secured access to the waterfront. We have recommended that the city consider annexing the Spokane River to the middle of the channel along this stretch of annexation in order to manage this shoreline development.

Police:

Our areas of concern deal with the number of residents that will be added to our area and population for each of these annexations. With the likelihood of additional residents our call volume would increase which typically means our manpower needs will be affected. We also have a response time issue if the manning needs aren't met as our community continues to grow. These concerns are universal when we add more space to the City.

PROPOSED CONDITIONS:

1. As part of an annexation application, submit a complete water analysis of this site including any possible alternative methods for acquiring the additional flow capacity would be required to ensure adequate coverage. This analysis should take into account any possible development which may occur between Seltice Way and I-90 as well. Some sense of the maximum population density will need to be ultimately determined to make this as accurate as possible.
2. Include in any annexation, the portion of Spokane River abutting the area of request to the middle of the river channel.
3. Include in any annexation, the "island" of unincorporated property abutting the east boundary of the area of request.

ACTION ALTERNATIVES:

The Public Works Committee must make a recommendation to be forwarded to the City Council to either consider annexing the area of request to the City of Coeur d'Alene, with or without conditions, or not consider annexing the area of request to the City of Coeur d'Alene.

**CITY COUNCIL
STAFF REPORT**

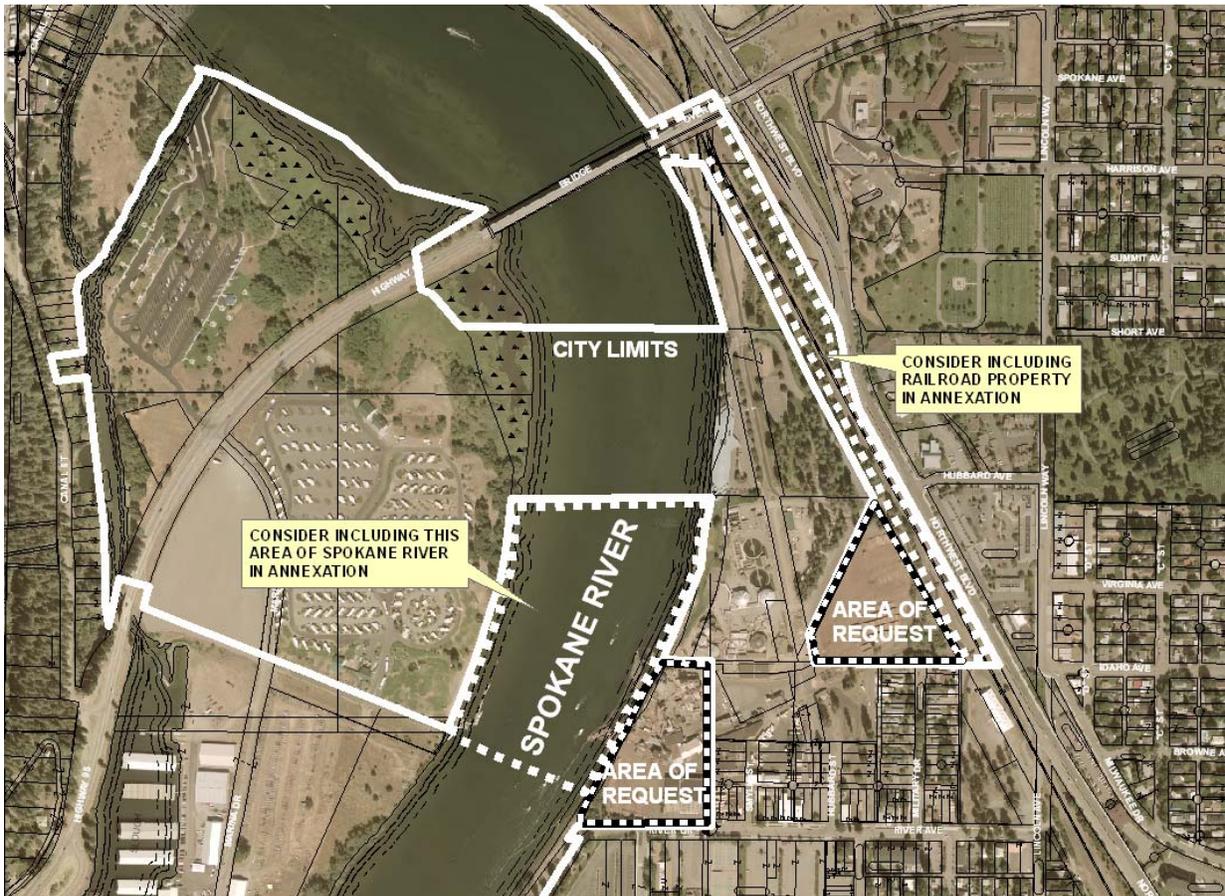
FROM: JOHN J. STAMOS, SENIOR PLANNER
DATE: MARCH 24, 2008
SUBJECT: RCA-8-08 – REQUEST TO CONSIDER ANNEXATION
LOCATION: +/- 10.2 ACRE FORMER DEARMOND MILL SITE ADJACENT TO THE CITY OF COEUR D'ALENE WASTEWATER TREATMENT PLANT

DECISION POINT:

The Mill Sites, LLC is requesting approval of a Request to Consider Annexation of the DeArmond mill site consisting of two parcels totaling +/- 10.2 acres (Mill site – 5.2 acres and log yard – 5 acres) adjacent to the city's wastewater treatment plant.

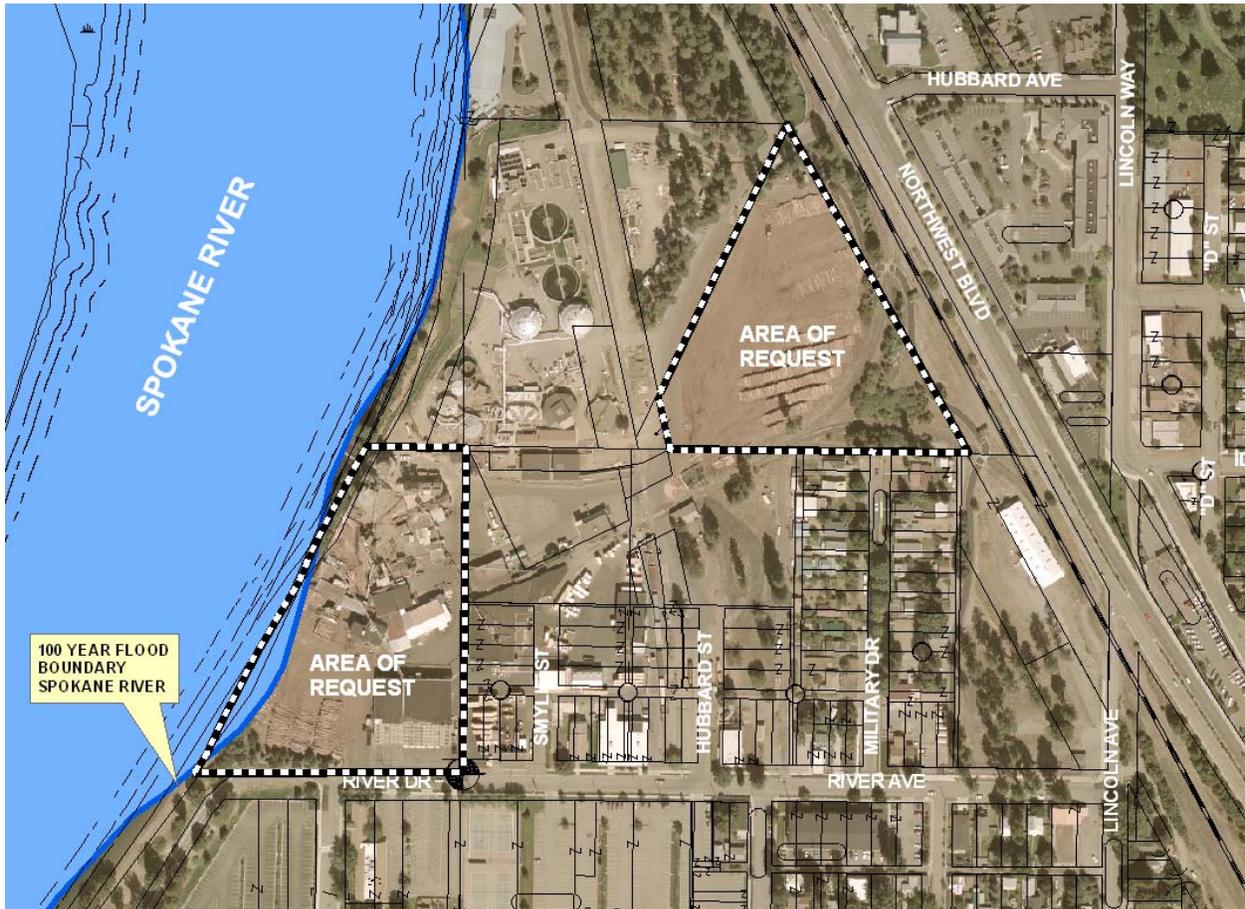
GENERAL SITE INFORMATION:

A. The site



B. Physical constraints:

A portion of the area of request is in the 100 year flood plain of the Spokane River. Development in a flood zone is strictly regulated by City code. Our Floodplain Ordinance adheres to all FEMA requirements so that property owners will be eligible for flood insurance.



BASIC LEGAL THRESHOLDS:

A. Area of City Impact:

The areas of request are within the Cœur d'Alene Area of City Impact boundary.

B. Contiguity with City Boundary:

The areas of request are contiguous to existing city limits.

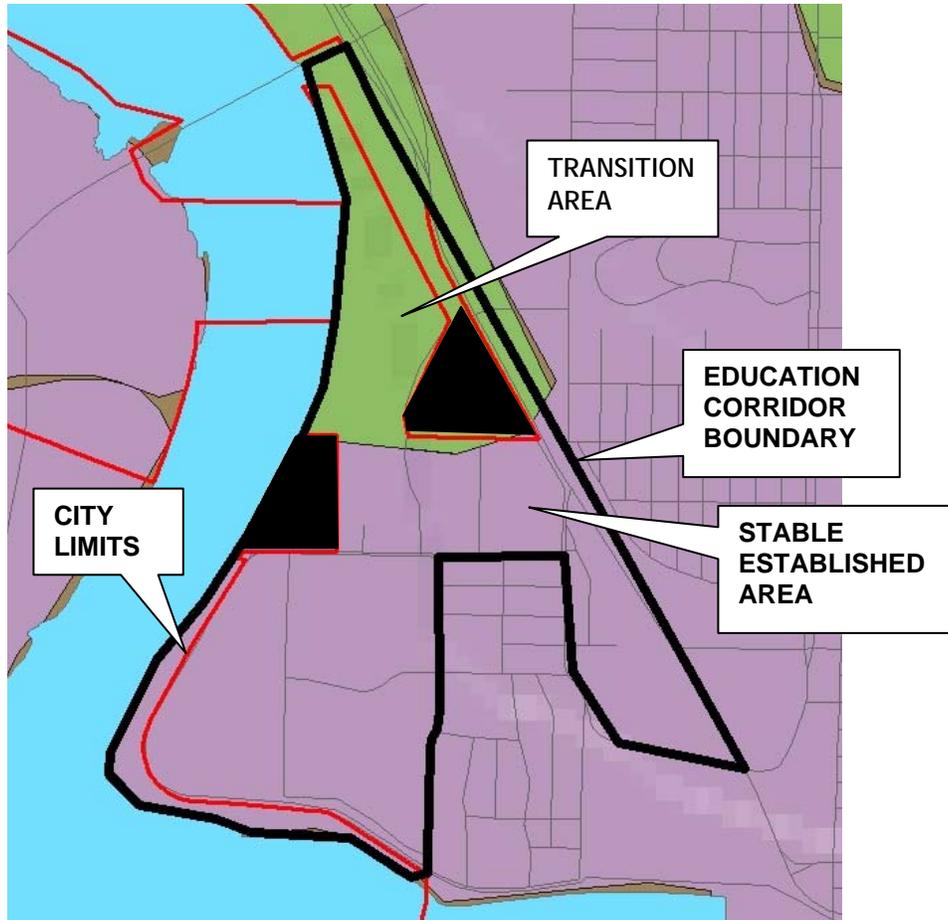
C. Orderly Growth:

This request would be a logical annexation of two parcels in the Education Corridor that are now "islands" of unincorporated property. In an effort to eliminate two additional "islands" and promote orderly growth the annexation of this property should also include the annexation of the Spokane River adjacent to the mill site and annexation of the Union Pacific Railroad property adjacent to

the log yard site.

BASIC PLANNING CONSIDERATIONS:

A. 2007 Comprehensive Plan designation - Transition and Stable Established – Education Corridor



The subject property has a land use designation of Transition and Stable Established and is within the Education Corridor, as follows:

1. **Transition Areas:**

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

2. **Stable Established Areas:**

These areas are 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.

3. **Education Corridor:**

The Education Corridor is becoming an important asset to our community as institutions of higher learning continue to grow in this area. A study looking at future land use patterns in the Education Corridor is currently underway. This study should provide the needed framework to ensure compatibility with the existing neighborhoods, wastewater treatment plant, shoreline, and the planned higher educational uses.

The characteristics of the Education Corridor will include:

- An increasing number of uses related to the provision of higher education that is suitable in scale and density with the existing surrounding uses.
- Ensuring connectivity is maintained and improved throughout the corridor to provide multi-modal transportation options.
- Retaining and increasing trees and landscaping.

B. PUBLIC FACILITIES AND SERVICES:

Sewer:

Public sewer is available and is presently located through this property. Portions of this property also have city storm sewers embedded through both the county property that is being annexed and that portion that is already within the city. Much of this pre-existing sewer is at minimum grade and difficult to physically reroute to match all configurations of different development lot alignments. This property abuts the southern segment of the Wastewater Treatment Facility. In this regard, the Wastewater Utility will have some interest in developing "Buffering" zone provisions for the North segment of this property abutting the facility.

Water:

The sites are surrounded by 6 inch and 12 inch mains on at least two sides of each proposed site. This should provide adequate domestic and fire flow to each site without significantly impacting the adjacent neighborhoods. Critical fire flows should be met relatively easily. Some additional minor main extensions may be necessary to provide required redundancy within the developments.

- There is estimated to be adequate domestic and fire flow to the sites.
- Additional infrastructure will be necessary to provide required redundancy to the developments
- Should be no problem meeting any water related requirements.

Streets:

Portions of the subject property adjoin and are accessed on the south by River Drive and on the east by Hubbard Avenue. Smylie Street and Hubbard Street on the south also provide access to a portion of the overall property that is already within the City boundary.

Parks:

This site is in the 'Special Area' designation and is contiguous to many existing facilities;

Centennial Trail, North Idaho College, Harbor Center, Spokane River, and close proximity to the City Park and Memorial Field and the Skate Park. It would be important to evaluate the connectivity that a project in this area can have on the community particularly where the parks are concerned; Centennial Trail, Green Belts and waterfront access. A sketch plan was not provided so it is difficult to make specific comments or recommendations on this annexation request until we have those plans.

Fire:

We are concerned with having access and/or firefighting capabilities to all exposures of property. Any development of waterfront property with dwelling units, commercial occupancies or docks will require additional fire protection features and/or specialized fire department apparatus (boat). The fire department will be responsible for fire prevention, fire suppression, rescue and mitigation of hazardous materials released (fuel spills in the river) from any docks attached to property inside the city limits. We will need dedicated dock space, supporting infrastructure and secured access to the waterfront. We have recommended that the city consider annexing the Spokane River to the middle of the channel along this stretch of annexation in order to manage this shoreline development.

Police:

Our areas of concern deal with the number of residents that will be added to our area and population for each of these annexations. With the likelihood of additional residents our call volume would increase which typically means our manpower needs will be affected. We also have a response time issue if the manning needs aren't met as our community continues to grow. These concerns are universal when we add more space to the City.

PROPOSED CONDITIONS:

1. Include in any annexation, the portion of Spokane River abutting the area of request and the Wastewater Treatment Plant and the railroad property abutting the log storage site extending north to the Highway 95 Bridge.

ACTION ALTERNATIVES:

The Public Works Committee must make a recommendation to be forwarded to the City Council to either consider annexing the subject property to the City of Coeur d'Alene, with or without conditions, or not consider annexing the subject property to the City of Coeur d'Alene.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

March 24, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Terry Pickel, Asst. Water Supt.
Gordon Dobler, Engineering Svcs Dir.
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison

Item 1 Adoption of Standard Drawings
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for approval of various standard drawings which have been recently revised. Mr. Dobler explained that the Water Department added about 15 drawings and they have also made some minor changes to several others. There were also some housekeeping renumbers of the drawings, and approximately 30 drawings have been changed. There were also housekeeping changes with regard to some blackflow preventers and the creation of new drawings to catch issues that were coming through without standard drawings.

Mr. Dobler explained that standard drawings represent the City of Coeur d'Alene standards for public works construction and they govern every aspect of public facilities. He further explained that the standard drawings exist in a manual and when a contractor comes into town, they have to purchase the manual. Every time there is a change made to a standard drawing, the changes are sent out to every manual holder. In this particular case, the standard drawings have been renumbered so they will be sent out entirely. The manual also comes with a CD of the standard drawings, and the files will also be uploaded to the City's website.

Councilman McEvers asked about when the drawings would become effective. Mr. Dobler responded that projects already approved will go forward with the old drawings. From this point forward, as plans are checked, they will use the new drawings. Some non-impact decisions will be implemented on projects that have already been approved.

MOTION by McEvers, seconded by Kennedy, to RECOMMEND City Council approval of Resolution No. 08-016 authorizing the approval of miscellaneous revised Standard Drawings.

The meeting adjourned at 4:06 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison