

Recorded at the Request Of:
Return To:

John A. Finney
Finney Finney & Finney, P.A.
120 E. Lake St, Ste 317
Sandpoint, Idaho 83864

FILED BY
J. Finney
DEC 27 P 4: 24
39.00
COUNTY RECORDER
AR DEPUTY

This Space For Recorder's Use:

743501

SANDPOINT - COX LEASE

This Lease is entered into this 15th day of November, 2007 between the CITY OF SANDPOINT, IDAHO, a municipal corporation, whose address is 1123 Lake Street, Sandpoint, Idaho 83864, hereinafter referred to as "CITY" or "LESSOR" and ALLEN G. COX FAMILY L.L.C., a Idaho limited liability company and JAQUITA D. COX, whose address is P.O. Box 128, Sandpoint, Idaho, 83864 hereinafter referred to as "COX" or "LESSEE."

RECITALS

WHEREAS, the City and Robert A. Cox d/b/a The Edgewater Lodge entered into a Lease and a Letter of Understanding, each dated May 22/23, 1984 ("1984 Lease") regarding a portion of real property owned by the City;

WHEREAS, Robert A. Cox by an assignment holds the lessee's interest in that certain agreement, Lease Number N.P. 92552 dated July 7, 1972 ("NP 92552 Lease") regarding a portion of real property then owned by the railroad;

WHEREAS, Robert A. Cox is deceased, and his interest in the 1984 Lease and the NP 92552 Lease are held by the Estate of Robert A. Cox, Deceased with Jacquita D. Cox appointed Personal Representative of the Estate pursuant to Bonner County Case No. 27654;

WHEREAS, ALLEN G. COX FAMILY, L.L.C. and JAQUITA D. COX have acquired fee title ownership to a portion of the real property previously owned by the railroad, subject to the NP 92552 Lease;

WHEREAS, the CITY owns certain real property and COX owns certain real property referenced above, which are adjacent to each other;

WHEREAS, the CITY and COX and the parties to the various leases and fee ownerships have invested substantial sums of money and resources in the maintenance and improvement of the respective parcels;

WHEREAS, Sand-Ida Services, Inc., an Idaho corporation pursuant to a sublease, operates a motel, a lounge and a restaurant on certain real property owned by COX and owned by CITY;

WHEREAS, the parties desire to simplify the lease structure and relationships, given the transfers of title, assignments of leases, and changes in circumstances; and,

WHEREAS, said lease and maintenance is in the best interest of the public;

NOW, THEREFORE, in consideration of the foregoing purposes and other good and valuable consideration, and upon the following mutual covenants and agreements, the parties agree as follows:

1. Superseding Agreement: The 1984 Lease and any and all other leases or similar agreements, are hereby superseded and replaced by the terms and conditions contained herein, effective on the effective date set forth below.
2. Premises Leased By City To Cox (Lawn): The CITY hereby leases to COX the portion of the parcel of real property located in Bonner County, Idaho, bounded on the South by the edge of the existing sidewalk for Bridge Street, on the West by the property line of the COX real property (consisting of a portion of the prior railroad right of way), on the East by the existing curb with its ends projected northerly and southerly, and on the North by a line approximately 25 feet south of the right of way for Dock Street. The CITY shall construct improvements between the northern boundary and Dock Street consistent with the Cox City of Sandpoint Dock Street Improvements plan prepared by Runa Group dated 10/10/07. Based upon said improvements, the legal description of the lease premises is described as follows:

A tract of land located in a portion of the Northwest Quarter of Section 23, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said NW1/4 of Section 23; thence N89°55'47"E along the North line of said NW1/4 a distance of 130.95 feet to the original East right of way of the Burlington Northern – Santa Fe Railroad; thence S10°45'10"E along said right of way a distance of 1,814.60 feet to a point, said point being the True Point Of Beginning; thence continuing along said right of way S10°45'10"E a distance of 523.14 feet to an intersection with the North line of the existing sidewalk; thence S83°14'24"E along said North line a distance of 65.25 feet; thence S83°29'30"E along said North line a distance of 68.22 feet; thence N11°06'52"W a distance of 526.52 feet; thence N84°21'17"W a distance

of 129.31 feet to the True Point of Beginning. Said parcel contains 1.51 acres.

The lease premises shall be controlled by the physical improvements which shall be substantially in conformity with the descriptions herein.

CITY hereby leases the above described parcel to COX, subject to the rights expressly reserved to the CITY herein.

3. Non-Competition With Restaurant/Hotel: CITY agrees during the term of this agreement, to not operate or to lease any property for any restaurant or hotel facilities on the remainder of the premises owned by CITY at the City Beach and/or Marina. This covenant does not prohibit concession stand operations.
4. Premises Lease by Cox to City (Boat Basin): COX hereby leases to the CITY the portion of the parcel of real property located in Bonner County, Idaho described as follows:

A portion of the Cox parcel running from the center or thread of Sand Creek to the artificial high water mark of Lake Pend Oreille, together with a non-exclusive easement for ingress and egress being 25' from the artificial high water mark.

COX hereby leases the above described parcel to the CITY, subject to the rights expressly reserved to COX herein.

5. Term: This lease shall be for an initial term of ten (10) years, commencing effective January 1, 2008 and terminating December 31, 2017.
6. Renewal: So long as no material uncured default exists or is continuing in the performance of any of the terms, covenants, and conditions by LESSEE of this Lease, LESSEE shall have the option to exercise up to four (4) additional successive ten (10) year renewals, as set forth herein. Each and every term, covenant, and condition shall continue. LESSEE shall at least ninety days but no more than two years prior to the expiration of the then existing term, notify the CITY in writing of its exercise of the option to renew for an additional successive term.
7. Rental Payment: The rental payment by LESSEE to CITY for the initial term shall be a total of SIX THOUSAND SIX HUNDRED TWELVE AND 00/100 DOLLARS (\$6,612.00) payable annually, due in advance on the fifth day of January of each year of the Lease, in lawful money of the United States to the Treasurer of the CITY. Said rental figure shall be increased annually by an amount to be determined by the percentage of

Handwritten notes:
AK
SR 3/20/18
12-22-17

increase ~~or decrease~~ in the cost of living index as reported in the "Consumer Price Index (CPI) for all Urban Consumers, U.S. CITY Average," as published by the Bureau of Labor Statistics, or in the event the Department of Labor ceases to publish said Index, by any similarly compiled Index. The CPI Adjustment will be calculated from July of the previous lease year to July of the present lease year, but in no event shall the increase exceed Three Percent (3%). In the event LESSEE fails to pay the full amount of the rent when due, LESSEE shall pay a penalty of 5% of the amount due and interest at the rate of 12% per annum on the unpaid balance. The rental payment takes into account the use of the various premises by the LESSEE and by the CITY, and the resulting figure is allocated sixty percent to the "lawn" area and forty percent to the "dock/slips."

8. Use Of Premises Leased By City To Cox : LESSEE shall not use, nor permit the Premises or any part thereof to be used for any purpose other than LESSEE's use of the existing swimming pool and existing deck areas and the remaining area as grassy open space, or as approved herein or as may be hereafter approved by the CITY in writing (including but not limited to modifications to stormwater as approved by the CITY). LESSEE shall also have complete access to the CITY's adjacent public beach area. Further, the public shall have complete access to the lawn area, except as set forth herein. LESSEE further agrees to allow the CITY to construct, install, and maintain an eight (8) foot wide paved or otherwise non-permeable path adjacent to the sand on the eastern edge of the Premises, for the purpose of connecting the City Beach with the Windbag breakwater and marina docks, including reasonable low intensity down draft lighting (consistent with the existing CITY light plan). The path shall be constructed, installed, and maintained at CITY expense.
9. Use Of Premises Leased By Cox To City: CITY shall not use, nor permit the Premises or any part thereof to be used for any purpose other than CITY's use of the existing boat basin, and ingress and egress therefrom over a twenty five foot wide strip measured from the artificial high water mark of Lake Pend Oreille.
10. Insurance, Indemnification, and Hold Harmless:
 - A. LESSEE shall maintain general liability insurance protecting LESSEE and the CITY from any claim for property damage or personal injury, including death, which may arise from LESSEE's lease of the Premises, in an amount not less than \$1,000,000.00 of a type and placed with a company qualified to do business in the

State of Idaho. A certificate of such insurance shall be provided upon request to the Clerk of the CITY and LESSEE shall provide notice to the CITY of any proposed cancellation. LESSEE assumes all risk of loss, damage or destruction to facilities owned by LESSEE on the Premises. LESSEE further assumes all risk for and agrees to defend, indemnify and hold CITY harmless from any claim for injury or damage, including attorney fees and costs, arising out of any activity carried on by LESSEE or condition created by LESSEE on the Premises.

- B. CITY shall maintain general liability insurance protecting CITY and the LESSEE from any claim for property damage or personal injury, including death, which may arise from CITY's lease of the Premises, in an amount not less than \$1,000,000.00 of a type and placed with a company qualified to do business in the State of Idaho. A certificate of such insurance shall be provided upon request to the LESSEE and CITY shall provide that notice to the LESSEE of any proposed cancellation. CITY assumes all risk of loss, damage or destruction to facilities owned by CITY on the Premises. CITY further assumes all risk for and agrees to defend, indemnify and hold LESSEE harmless from any claim for injury or damage, including attorney fees and costs, arising out of any activity carried on by CITY or condition created by CITY on the Premises.
11. Nuisance: Neither LESSEE nor CITY shall commit, or allow to be committed, any unlawful activity, any waste, or any nuisance upon the Premises.
12. Improvements or Alterations: Neither LESSEE nor CITY shall make, or allow to be made, any additional improvements to or alterations of the Premises or any part thereof without the prior written consent of the other, except as set forth herein. This provision shall not apply to maintenance, repair, or replacement of existing facilities or improvements. Any improvements to or alterations of the Premises at the expiration of this Lease shall be removed by the leasing party at the leasing party's expense. Further, the CITY agrees to work with the National Park Service to create 6(f) boundaries for the leased property that exclude the current deck (approximately 1,770 square feet) and pool (approximately 2,520 square feet). No development or change of any kind shall be made by the Lessee on that part of CITY land included within the 6(f) boundary, except as set forth herein.
13. Public Regulation: The CITY reserves the right so long as the same is reasonable and

consistent with necessary security and public health and safety requirements to jointly direct and control public access to the Premises. The LESSEE may not create any barrier to such access without the written consent of the CITY.

14. Public Grant Funds: It is mutually understood that CITY has made improvements on the beach with funds obtained from various governmental agencies. LESSEE covenants to refrain from doing any act and to do all that is reasonably possible to prevent any act from being done which would violate any commitment made to these agencies.
15. Dock(s) and Marina: LESSEE has an existing Edgewater dock located upon the previous demised premises pursuant to the 1984 Lease and CITY has the existing Windbag Marina located adjacent thereto. The CITY has plans to expand the existing docks and slips at the Windbag Marina and desires to replace the existing Edgewater dock, with dock(s) and slips located along the most westerly finger of the marina, with five (5) dedicated slips for use by the LESSEE, and its guests and the remainder of said finger dedicated to CITY managed transient use. Further, the LESSEE and its guests, may make use of any other day use and/or transient moorage, which CITY agrees to maintain a reasonable amount of such moorage. LESSEE may maintain the existing Edgewater dock in its existing location, until such time as CITY constructs such replacement dock and slips, including access thereto from the Premises (lawn) leased to COX in a location adjacent to or near dock street/the jetty. CITY agrees that the expanded docks and slips at the Windbag Marina shall be designed and located to preserve a reasonable view from the COX property. In regards thereto, the "200 section" dock and the docks constructed further east shall be extended to a length no further that 225' south of the current access dock/walkway. Further, the docks constructed further west thereof shall be shorter and shall be extended to a length no further than 150' in the "100 section" and no further than 125' in the "10 section" south of the current access dock/walkway. LESSEE agrees to consent to the permits for the expanded docks and slips, as set forth herein. The CITY shall make good faith efforts to minimize noise in the marina that may disturb LESSEE's guests.
16. Sand: CITY reserves the right to relocate sand on CITY property to the east of the Premises to replace sand moved by erosion or other causes; such sand shall not be placed in any area which is maintained as the LESSEE's lawn.
17. Temporary Events: LESSEE may temporarily rope off areas of the lawn portion of the

Premises temporarily for community events, weddings, or other special events, including incidental food and beverage consumption, approved by the Director of City Parks and Recreation in writing, for periods not to exceed 6 hours and no more than 6 times during any month. Approval shall not be unreasonably withheld.

18. Abandonment: LESSEE shall not vacate or abandon the Premises at any time during the term. In the event LESSEE shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the Premises shall be deemed to be abandoned; provided that the CITY may at its election cause to be removed, at the expense of LESSEE, any improvement from the Premises.
19. Maintenance: LESSEE and CITY, respectively, shall keep and maintain the Premises in good and sanitary order, condition, and repair at its own expense. On the Premises leased by City to Cox, LESSEE shall have the responsibility for tree maintenance and landscape management and LESSEE accepts liability for any damage caused by trees. LESSEE agrees to maintain the number of trees currently on the leased premises, but may, upon approval of the CITY forester or other designated CITY representative, relocate trees or replace trees with the same or different species. LESSEE agrees to keep grass and sand well kept and in good repair and largely free of weeds. LESSEE shall maintain the lawn by both watering and mowing it to a standard at least as high as adjacent CITY park land is maintained. Further, LESSEE shall be entitled to maintain, repair, and replace its irrigation system upon the Premises and the adjacent real property of CITY.
20. Surrender of Possession: LESSEE and CITY, respectively, agree on the last day of the term or sooner in the event of termination of this Lease, to surrender the Premises to the other in the same condition as when received, reasonable use and wear thereof, damage by act of God, or by the elements excepted, with all structures removed therefrom.
21. Liens: LESSEE and CITY, respectively, shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE or CITY, and shall hold the other harmless therefrom
22. Utilities and Taxes: LESSEE and CITY respectively shall pay for all utility services supplied to the respective Premises including, but not limited to, electrical power. LESSEE and CITY respectively shall be responsible for all taxes and assessments levied against their respective fee owned Premises or their improvement during the term of this

Lease.

23. Entry: LESSEE and CITY, respectively shall permit the other and its agents to enter upon the respective Premises at reasonable times for the purpose of inspecting the same or any other reasonable purpose.
24. Assignments: CITY may not assign this Lease or any interest herein whatsoever. LESSEE shall not assign this Lease or any interest herein, voluntarily or by operation of law, without the prior written consent of the CITY, and said consent shall not be unreasonably withheld, based upon such factors as the existing purposes of the lease, financial responsibility, and character of the proposed assignee. Any such assignment without such consent shall be void and shall, at the option of the CITY, terminate this Lease. Notwithstanding the foregoing, LESSEE may assign, with written notice to the City, this Lease or any interest herein within COX family members and/or COX family controlled entities.
25. Insolvency: The following events shall constitute a default of the Lease by LESSEE:
 - A. The appointment of a receiver to take possession of all or substantially all of the assets of LESSEE;
 - B. A general assignment by LESSEE for the benefit of creditors; or
 - C. Any action taken or suffered by LESSEE under any insolvency or bankruptcy act.
26. Default and Forfeiture: Time and the strict and faithful performance of each and every one of the conditions of this Agreement are expressly made the essence of this agreement. If default be made by LESSEE in payment of any part of LESSEE'S rent when the same shall become due or default be made by the LESSEE in keeping, performing, or observing any of the covenants and agreements herein contained, and said default shall remain so for a period of thirty (30) days after written notice shall have been sent as set forth below in the paragraph entitled "Notice," then in such event the CITY shall have any and all rights and remedies available in law or equity including, but not limited to, the following:
 - A. CITY may terminate LESSEE'S right to possession of the Premises, and re-enter the Premises, which LESSEE shall peacefully relinquish;
 - B. CITY may terminate the Lease and all of LESSEE's rights thereunder.If default be made by CITY in keeping, performing, or observing any of the covenants and agreements herein contained, and said default shall remain so for a period of thirty

(30) days after written notice shall have been sent as set forth below in the paragraph entitled "Notice," then in such event the LESSEE shall have any and all rights and remedies available in law or equity. CITY waives any notice requirement, legal or equitable, except as set forth herein.

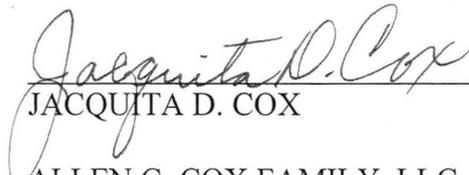
27. Attorney Fees: In the event this Lease is placed in the hands of an attorney for enforcement, or in the event of any suit or other proceedings brought for enforcement of the terms of this Lease, or because of the breach of this Lease, the prevailing party shall be entitled to an award of costs and reasonable attorney fees against the other party.
28. Notice: All notices to be given to either party shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to the party at the address noted above or at such other address as may be in writing designated by one other party to the other.
29. Non-Waiver: The waiver by the either party of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition with regard to any subsequent breach of the same or any other term, covenant, or condition. The subsequent acceptance of rent by the CITY shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this Lease, other than the failure of LESSEE to pay the particular rent so accepted, regardless of the CITY's knowledge of such preceding breach at the time of acceptance of the rent.
30. Holding Over: Any holding over by LESSEE after the expiration of the term, without the consent of the CITY, shall be construed to be a tenancy from month-to-month at a rent rate as set forth in paragraph four (4) above, entitled "Payment", and shall otherwise be on the terms and conditions specified in this Lease, so far as are applicable.
31. Site Limitations: LESSEE and CITY have previously examined the respective Premises and accepts the Premises in their present condition and acknowledges that it accepts the Premises.
32. Binding Effect: This agreement shall be binding upon the heirs, parties' legal representatives, successors, and assigns.
33. Time: Time is of the essence of this agreement.
34. Governing Law: The validity, meaning, and effect of this agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state. Venue shall be in the First Judicial District Court in and for

Bonner County, Idaho.

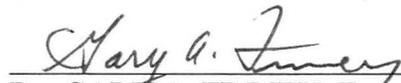
35. Captions: The captions to the paragraphs of this agreement are for convenience only, and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of those paragraphs.
36. Validity: In the event that any provision of this document is found to be invalid for any reason, it is mutually agreed that the remainder hereof shall remain in full force and effect. It is further mutually agreed that in the event that all or any part of this Agreement should be found to be invalid for any reason, the parties hereto agree to renegotiate this document in good faith.
37. Railroad Covenant: The parties hereto mutually acknowledge the restrictive covenant placed on the real property owned by the CITY and controlled by the Burlington Northern and Santa Fe Railroad. The parties further acknowledge and agree with respect thereto, that nothing will be done on the "demised premises" which might violate the restrictive covenants, to use the same for park purposes without prior written waiver and/or approval of the Burlington Northern Railway or its successor in interest.
38. Compliance, Signage & Literature: All compliance, signage and literature regarding the leased premises shall meet applicable civil rights and accessibility legislation, and shall give notice of the public use of the premises.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date herein first above written.

COX:



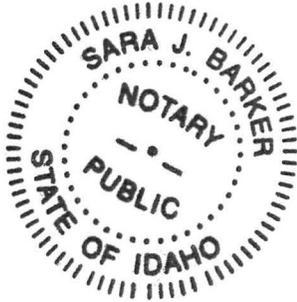
JACQUITA D. COX
ALLEN G. COX FAMILY, LLC



By: GARY A. FINNEY, Trustee
Its: Manager

STATE OF IDAHO)
 : ss
County of Bonner)

On this 18 day of December, 2007, before me, the undersigned Notary Public, personally appeared JACQUITA D. COX, known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Sara J. Barker
Notary Public - State of Idaho
Residing at Sandpoint
My Commission Expires: 1-28-2010

STATE OF IDAHO)
 : ss
County of Bonner)

On this 18 day of December, 2007, before me the undersigned Notary Public, personally appeared, GARY A. FINNEY, and proved to me on the basis of satisfactory evidence, to be the Manager of ALLEN G. COX FAMILY, LLC that executed the instrument or the person who executed the instrument on behalf of the limited liability company and acknowledged to me that such limited liability company executed the same.



Heather Schubart
Notary Public-State of Idaho
Residing at: Sandpoint
My Commission Expires: 5-31-2013

CITY:

CITY OF SANDPOINT

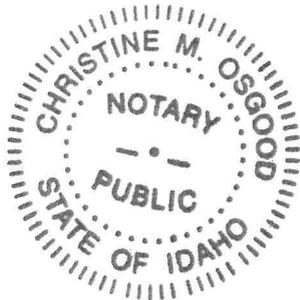
Raymond P. Miller
By: RAYMOND P. MILLER
Its: Mayor

Maree Peck
By: MAREE PECK
Its: Clerk

STATE OF IDAHO)
 :
COUNTY OF BONNER)

ss.

On this 15th day of November, 2007, before me the undersigned Notary Public, personally appeared, RAYMOND P. MILLER, and MAREE PECK, and proved to me on the basis of satisfactory evidence, to be the Mayor and the Clerk, respectively, of the City of Sandpoint that executed the instrument or the persons who executed the instrument on behalf of the City of Sandpoint and acknowledged to me that such City of Sandpoint executed the same.



Christine M. Osgood
Notary Public, State of Idaho,
Residing at: Priest River
My Commission Expires: 8/2011

COOKE, LAMANNA & SMITH

Attorneys at Law
P.O. Box C
Sandpoint, Idaho 83864
(208) 263-3115

Thomas E. Cooke
Nick M. Lamanna
Steve Smith

Karen M. Satterlee
Legal Assistant

TO Helen M. Newton
City Clerk
City of Sandpoint
City Hall
Sandpoint, Idaho 83864

DATE July 25, 1986
SUBJECT City of Sandpoint/
Edgewater Lease

Dear Helen:

Enclosed please find a copy of the July 23, 1986 letter from Steve Herndon in regard to the above-noted matter. Please review this enclosure prior to our next meeting.

Very truly yours,

COOKE, LAMANNA & SMITH

Steve Smith

Steve Smith
Attorney at Law
SS:ps
enclosure

STEVEN L. HERNDON

ATTORNEY AT LAW

227 SOUTH FIRST AVENUE

POST OFFICE BOX 1326

SANDPOINT, IDAHO 83864

(208) 263-2108

July 23, 1986

Mr. Steve Smith
COOKE, LAMANNA & SMITH
First & Superior
Sandpoint, Idaho 83864

RE: Edgewater Lease with City of Sandpoint

Dear Steve:

Bob Cox has asked that I forward to you a copy of the attached memo with respect to our interpretation of certain portions of the Edgewater Lease with the City of Sandpoint. In reviewing this memo, it seems to me as if parts of it may seem a little bit caustic with reference to the City Attorney. In retrospect I wish that I had toned it down just a little bit. Please bear in mind that I had not intended to make it read so strongly so far as you are concerned and I have pointed that out to Mr. Cox.

Pursuant to our conversations in the past with respect to the remodeling that has gone on at the Edgewater, it is our understanding that the building of the decks complies with Mr. Cox's rights pursuant to Paragraph VII of the Lease. It is our opinion that the City has given it's prior approval to any permanent structures on the West 20 feet of the leased premises, a swimming pool, and an overhead passage across Bridge Street. Subparagraph (b) of that Section implies that only walks and decks would be approved beyond the West 20 feet of the leased premises.

If you have any questions with respect to the memorandum, please contact me directly.

Sincerely,



STEVEN L. HERNDON

SLH/b

Encl.

STEVEN L. HERNDON

ATTORNEY AT LAW
227 SOUTH FIRST AVENUE
POST OFFICE BOX 1326
SANDPOINT, IDAHO 83864
(208) 263-2108

MEMORANDUM

TO: Robert A. Cox
FROM: Steven L. Herndon
RE: Edgewater Lease with City of Sandpoint
DATE: May 20, 1986

I. THE LAWN AREA IN FRONT OF THE EDGEWATER WHICH IS LEASED FROM THE CITY OF SANDPOINT IS NOT A PUBLIC PARK.

In a July 2, 1985 opinion letter, the City Attorney, Steve Smith, concluded the following:

It is submitted that, in applying the definition of "park" to the express intentions of the parties to the subject lease, the lawn and swimming beach areas of the "demised premises" would fall within the definition of the terms "city park" and "public park within the city" as used in the Sandpoint City Ordinance. Based on this submission, the regulations of the Sandpoint City Code applicable to a "city park" or a "public park within the city" would be applicable to the lawn and swimming beach areas of the "demised premises".

I disagree. I believe that while the swimming beach area may be considered a "city park", the lawn in front of the Edgewater clearly is not a "city park".

As a matter of law, a lease like any other contract is to be construed to give effect to the intention of the parties. In his opinion, the City Attorney noted that neither the phrase "city park" nor "public park within the city" is defined in the Sandpoint City Code. In defining those terms he relied upon Black's Law Dictionary for the following definition of "park".

"Park, n. In American Law. An enclosed pleasure-ground in or near a city, set apart for the RECREATION OF THE PUBLIC. (emphasis added)
A pleasure-ground for the RECREATION OF THE PUBLIC to promote it's health and enjoyment ...
(emphasis added) A place for the resort of the public for recreation, air, and light; A PLACE OPEN FOR EVERYONE. (emphasis added)

At first blush, it is important to note that the City Attorney has defined the term "park" but has made no attempt to define the term "public park". Thus, if in the same legal dictionary one looks up the word "public" one finds that it is defined as that which is open to all or open to common use. And by analogy, "public building", is defined as any building held, used, or controlled exclusively for

public purposes; "public place" is defined as a place to which the general public has a right to resort. Therefore, as a matter of law it would appear clear from both the definition provided by the City Attorney and the additional definitions of public, that a "public park" would best be defined as a recreational area that is available for general use by anyone. The real issue here is whether or not by it's terms the lease provides that the entire premises are available for general use by the public for recreational purposes.

As a general matter of law, a lease gives the right of possession, and the right of exclusive occupation for all purposes not prohibited by it's terms. Paragraph I of the lease in question states as follows:

"City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein, and sofar as the swimming beach is concerned, this area shall remain available as a swimming beach to all persons who exercise reasonable behavior."

From the above language it is clear that with the exception of certain rights left to the City within the Lease, the parties only intended that the swimming beach itself be open for use by the general public. Black's Legal Dictionary defines a beach as that portion of shore consisting generally of sand and pebbles, resulting usually from the

action of water, as distinct from the upland. In this particular case there is a clear delineation between the sandy beach and the lawn area.

Section IV of the Lease contains the rights expressly left to the City. In that section of the Lease the City has reserved "... the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the demised premises."

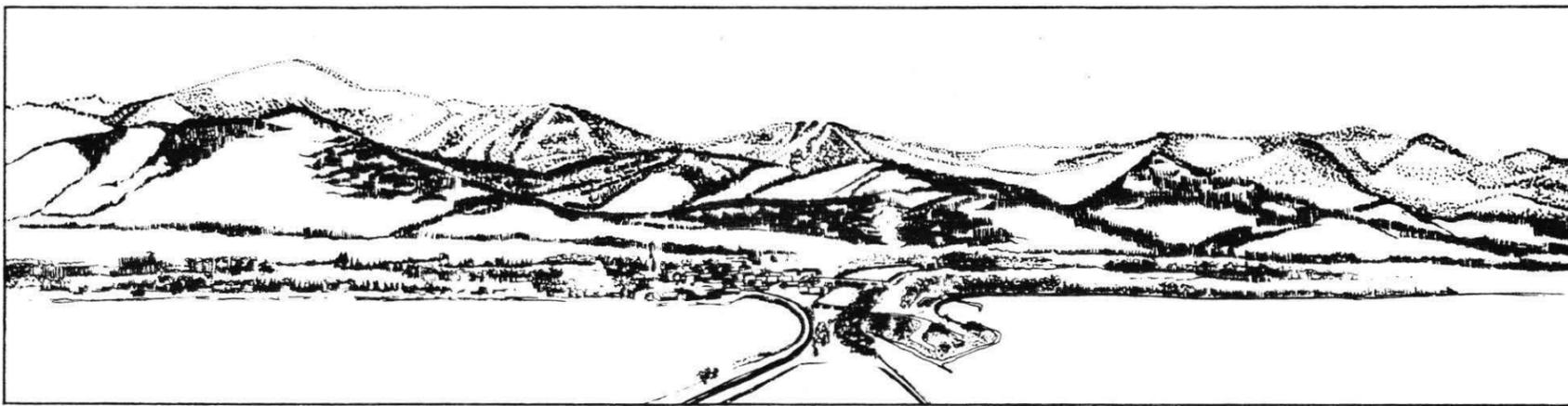
In his opinion, the City Attorney, seems to imply that this reservation includes not only a right to jointly control entry onto the premises but also a right to utilize the entire premises. It is submitted that a better interpretation would be that this reservation includes only a right to jointly control entry to those parts of the premises which are available for public use. To imply otherwise would be inconsistent with Paragraph I of the Lease. If the intent of the parties had been to make the entire premises available for public use then it would not have been necessary to single out just the swimming beach. For example, the parties could have said that so far as the swimming beach and the lawn area were concerned, they both would remain available for public use. This was not said. Thus the consistent interpretation of the two sections of the Lease and the one which I would testify to as one who negotiated the Lease, is that the swimming beach only would

be available to general public use and that the City and Robert A. Cox would jointly direct and control how the public accessed that beach.

II. IMPROVEMENTS AND EDGEWATER BOAT DOCK.

In Paragraph VI of the Lease the City has clearly and specifically granted it's approval to the maintenance of a boat dock and future improvements of the same on the demised premises. While I would be a little bit concerned about moving the location of the boat dock or overly expanding it in size, it is clear that the maintenance of the boat dock in it's present location, any future improvement of the boat dock, and it's exclusive use pursuant to the Corps permit is limited to the Lessee.

Additionally, pursuant to Paragraph VII of the Lease, the City has given it's prior approval to any permanent structures on the west 20 feet of the demised premises, a swimming pool, and an overhead passage across Bridge Street. (Subparagraph (b) of that section implies that only walks and decks would be approved beyond the west 20 feet of the premises.)



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

January 14, 1986

Edgewater Lodge
Robert Cox
P. O. Box 187
Sandpoint, ID 83864

Re: Lease with City of Sandpoint

Dear Mr. Cox:

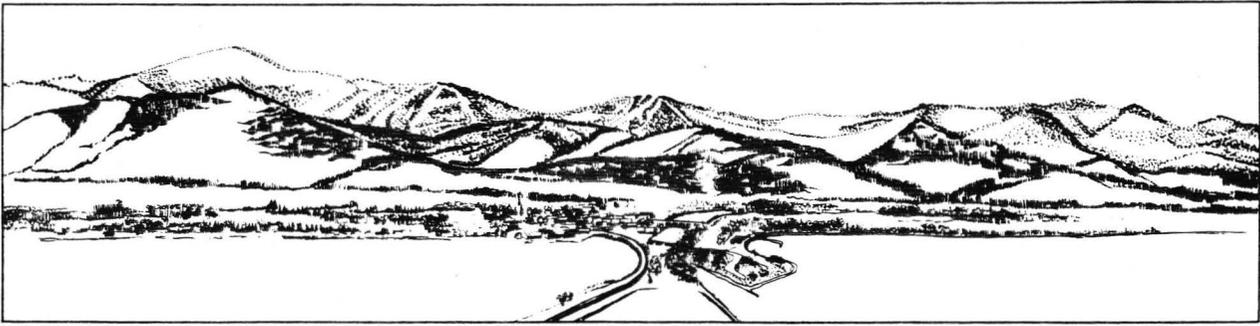
The annual rental payment for 1986 was due on January 1, 1986.

It is the City's understanding that the annual rental is due on the first of January each year. If that understanding is not correct, please let me know.

Very truly yours,

CITY OF SANDPOINT

Helen M. Newton, CMC
City Clerk



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

May 9, 1985

Cooke, Lamanna & Smith
Attn: Steve Smith
Attorney at Law
P. O. Box "C"
Sandpoint, ID 83864

Re: Edgewater lease

Dear Steve:

Enclosed please find a copy of the city's lease with the Edgewater.

Please review it with regard to:

1. The request by The Osprey to operate out of The Windbag marina (leased by the city to concessionaire Keith Sheckler); and,
2. The question of the sale of alcoholic beverages by the Edgewater.

Thank you.

Sincerely,

CITY OF SANDPOINT

Helen M. Newton
City Clerk

Enc.

No.: 19-84

Date: May 21, 1984

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: LEASE WITH ROBERT A. COX, D/B/A THE EDGEWATER LODGE

WHEREAS: By Resolution No. 28-80, the Sandpoint City Council directed codification of various agreements and modifications thereto with Lakeshore Enterprises, Inc. and its present successor in interest, Robert A. Cox, d/b/a The Edgewater Lodge; and,

WHEREAS: On April 9, 1981, the Council approved, as recorded in its official minutes, certain terms and conditions to be incorporated into any new lease agreement; and,

WHEREAS: The attached copy of a Lease, marked Exhibit "A", incorporates the understanding of the City of Sandpoint and Robert A. Cox, d/b/a The Edgewater Lodge, as to the status of the parties; and,

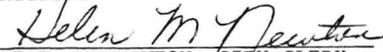
WHEREAS: It is in the best interest of the City to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED THAT: The Lease of said property, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully set forth herein, be and the same is hereby approved; and,

BE IT FURTHER RESOLVED THAT: The Mayor and City Clerk are authorized to execute said Lease.


MARIAN L. EBBETT, MAYOR

ATTEST:


HELEN M. NEWTON, CITY CLERK

CITY COUNCIL	YES	NO	ABSENT	ABSTAIN
(1) Venishnick			X	
(2) Deshon - motion	X			
(3) Staglund	X			
(4) Shelly - second	X			
(5) Bopp	X			
(6) Miller	X			

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED PREMISES: That certain parcel lying east of the east
sideline of Burlington Northern Railway,
Lease Number (N.P.) 92552 bounded on the
north by the north edge of "City Dock Road",
on the south by the north edge of Bridge
Street and the east sideline of Burlington
Northern Railway Lease Number (N.P) 92552,
and on the east by the meander line of Lake
Pend Oreille at elevation 2051 feet above
mean sea level.

Except that certain fill and breakwater on
which the City presently maintains a water
pumping station along the north boundary
hereof.

RECITALS

WHEREAS, the City owns the above described property in
fee by reason of a deed from the Northern Pacific Railway
Company, subject to use for recreation purposes, and

WHEREAS, Lessee operates a motel, a lounge and a
restaurant on certain real property adjacent to and west of
the above described 'demised premises', and

WHEREAS, Lessee and his predecessors have invested
substantial sums of money on maintenance and improvements on
the 'demised premises' pursuant to an agreement with the City

dated September 10, 1958, together with several modifications, supplements, and an extension thereof, and

WHEREAS, the City is now and for some time has been engaged in the improvement of the general area in and around the 'demised premises' for recreational purposes, and

WHEREAS, Lessee and his predecessors have aided in the development and maintenance of the civic area located in and around the 'demised premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development and maintenance of the civic area located in and around the 'demised premises' and

WHEREAS, said future development and maintenance is for the best interests of the public and should be of benefit of all residents of the City, and

WHEREAS, City by Resolution passed on August 18, 1980, has ordered that a lease intended to clearly set forth the status of the 'demised premises' be prepared.

NOW, THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements, the parties agree as follows:

I. LEASE

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein, and so far as the swimming beach is concerned, this area shall remain

available as a swimming beach to all persons who exercise reasonable behavior.

II. TERM

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway Lease Number (N.P.) 92552.

III. RENTAL

As rental, Lessee shall pay \$5,000.00 per year until 1993, and thereafter \$5,000.00 per year, increased annually from 1993, by an amount equal to the percentage change in the overall Cost of Living Index for that year as published by the Bureau of Labor Statistics, Department of Labor, U.S. City Average for All Urban Consumers, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index. Further, as additional consideration, by way of exchange of properties, Lessee shall continue to permit the City to use, possess, that part of Burlington Northern Railway Lease Number (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running east and west for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

It is mutually understood that the City has no assignable rights to this boat basin, and that the City desires to engage in certain studies relative to the necessity of continuing its use of the boat basin. To this end it is mutually agreed that the City may at any time notify Lessee of its desire to return the boat basin to Lessee and in that event, Lessee's total rental hereunder shall increase by \$1,200.00 per year. Said rental is to be increased annually from 1984, by an amount equal to the percentage change in the overall Cost of Living Index as published by the Bureau of Labor Statistics, Department of Labor, U.S. City Average for All Urban Consumers, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index.

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the breakwater along the north boundary of the 'demised premises' which has been exempted therefrom. However, City covenants that no further construction shall take place on the breakwater nor shall any commercial activity other than the existing marina be permitted without the prior written approval of Lessee.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the 'demised premises'.

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on a portion of the 'demised premises' by the City and Keith Sheckler, and being operated by Keith Sheckler under a lease and concession agreement. The docks and other facilities are being constructed pursuant to U.S. Army Corps of Engineers Permit # 071-04B-002212, and approval of such improvements and operation has been given, and hereby is reaffirmed, by Lessee. City reserves the right to continue these lease and concession agreements and Lessee shall do nothing to interfere with either party's performance thereunder. Prior to any change in the Corps of Engineers permits, or prior to any change in the operation of the moorage facilities, the City and Keith Sheckler agree to obtain the approval of Lessee, which approval shall not be unreasonably withheld. Lessee shall have the option to operate or purchase these lease and concession agreements in the event Keith Sheckler ceases to operate, maintain, care for or otherwise breaches or terminates his agreements with the City. In the event of assignment, Lessee shall have a right of first refusal evidenced by Keith Sheckler's co-signature on this lease.

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies. Lessee covenants to refrain from doing any act, and to do all that is reasonably possible to prevent any act from being done which would violate any commitment made to these agencies.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City and its assigns harmless from any claim for injury

or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor agrees to indemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the 'demised premises'.

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future improvement of the same which may require permission from the United States Army Corps of Engineers and State of Idaho; City specifically hereby grants its approval of the same.

VII. IMPROVEMENTS

Other than permanent structures on the west 20 feet of the 'demised premises', a swimming pool previously approved and an overhead passage across Bridge Street, Lessor and Lessee agree that no improvements shall be constructed on the 'demised premises' by either party without the prior written permission of the other, except as permitted by United States Corps of Engineers Permit # 071-04B-002212, set forth hereinabove.

a. At the end of the term of this lease or any extension thereof, all permanent improvements constructed on the 'demised premises' by the Lessee herein shall, unless requested by the

Lessor to be removed by the Lessee, remain and inure to the benefit of and revert to the ownership of the Lessor.

b. It is also mutually agreed that the Lessee may, without further consent, construct a swimming pool, walks, decks and various plantings, on said 'demised premises'. Additional walks and decks on areas beyond the west 20 feet of the 'demised premises' must be first approved by the City.

VIII. VALIDITY

In the event that any provision of this document is found to be invalid for any reason, it is mutually agreed that the remainder hereof shall remain in full force and effect.

It is further mutually agreed that in the event that all or any part of this Agreement should be found to be invalid for any reason, the parties hereto agree to renegotiate this document in good faith.

IX. RAILROAD APPROVAL

The parties hereto mutually acknowledge the restrictive covenant placed on the 'demised premises' and controlled by the Burlington Northern Railway. The parties further acknowledge and agree with respect thereto, that nothing will be done on the 'demised premises' which might violate the restrictive covenants, to use the same for park purposes without prior written waiver and/or approval of the Burlington Northern Railroad or its successor in interest.

X. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written motion thereof, this lease shall terminate.

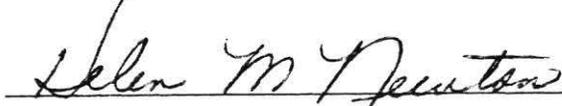
LESSOR:

CITY OF SANDPOINT



Marian L. Ebbett, Mayor

ATTEST:



Helen M. Newton, City Clerk

LESSEE:



Robert A. Cox

STATE OF IDAHO)
)
County of Bonner)

On this 29th day of May, 1984, before me, a Notary Public in and for said State, personally appeared MARIAN L. EBBETT and HELEN M. NEWTON, known to me to be the Mayor and City Clerk of the City of Sandpoint, whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Opal M. Hanson
Notary Public - State of Idaho
Residing at Sandpoint
My Commission Expires: 11/87

STATE OF IDAHO)
)
County of Bonner)

On this 23 day of May, 1984, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Opal M. Hanson
Notary Public - State of Idaho
Residing at Sandpoint
My Commission Expires: 11/87

LETTER OF UNDERSTANDING

WHEREAS, the CITY OF SANDPOINT, as Lessor, did lease unto ROBERT A. COX certain real property adjacent to and constituting of a part of the Edgewater Lodge, under date of May 21, 1984, and

WHEREAS, some language therein is capable of misinterpretation, and

WHEREAS, the parties desiring to clarify such language do hereby execute this understanding of intent.

Paragraph IVA is intended to mean that the CITY shall be permitted to do any and all acts necessary for the maintenance, repair, operation, protection, and preservation, including alteration, construction and reconstruction of the water system, and the breakwater itself as necessary for the preservation of the water system. It is intended that the CITY shall not construct any commercial ventures to compete with COX, or construct facilities constituting an eyesore or visual depreciation of COX'S operation.

DATED this 22nd day of May, 1984.

LESSOR:

CITY OF SANDPOINT

BY: Marian L. Ebbett
Marian L. Ebbett, Mayor

ATTEST:

Helen M. Newton
Helen M. Newton, City Clerk

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON MAY 21, 1984

ADMINISTRATIVE
MINUTES:

EDGEWATER
LEASE

Councilwoman Deshon moved that the Council approve the Edgewater Lease with Bob Cox as presented. Councilman Staglund seconded the motion and it passed unanimously.

DAY CARE
CENTER

Councilwoman Deshon moved that the City Attorney be directed to take action against Patty Howell, owner of the Day Care Center at 635 Erie, concerning violation of the City Code. Councilman Staglund seconded the motion and it failed by majority vote. Lengthy discussion followed with Mr. Howell.

Councilman Miller moved that action on this matter be postponed until the June Council meeting to allow the respective attorneys time to resolve it. Councilman Shelly seconded the motion and it passed unanimously.

POLICY
STATEMENT

Councilwoman Deshon moved to accept the policy statement addressing budget changes as presented by the Finance Director. Councilman Miller seconded the motion.

Councilman Shelly moved to table the above motion. Councilman Miller seconded the motion and it passed by majority vote. Councilman Bopp opposed.

MONTHLY
BILLS

Councilwoman Deshon, Chairperson of the Administrative Committee, advised that the bills for April had been examined and found due and payable. Councilwoman Deshon moved that the bills for April be approved and paid. Councilman Staglund seconded the motion and it passed unanimously.

BUDGETARY
& EXPENSE
REPORT

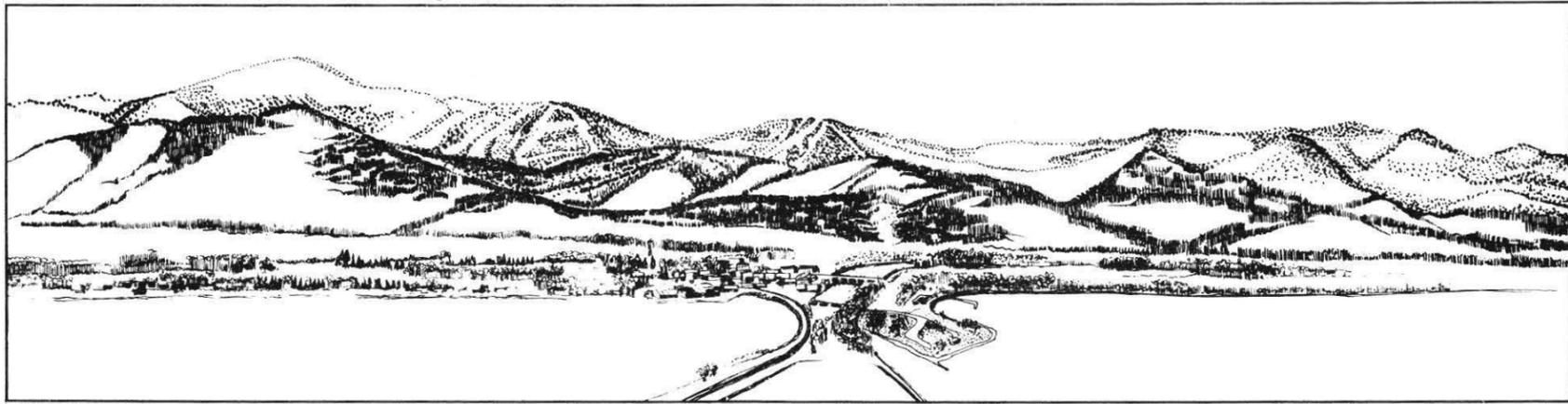
Councilwoman Deshon moved that the Budgetary and Expense Report for April, 1984, be approved. Councilman Bopp seconded the motion and it passed unanimously.

The minutes of the Administrative Committee meeting held on May 3, 1984, will be filed with the Clerk.

RESOLUTION
NO. 19-84,
EDGEWATER
LEASE

Councilwoman Deshon moved that Resolution No. 19-84, Lease with Robert A. Cox, dba The Edgewater Lodge, be read by title only and that the rules be suspended requiring a proposed resolution be read in its entirety and that it be considered read, passed and adopted. Councilman Shelly seconded the motion and it passed unanimously.

Proposed Resolution No. 19-84, was read by title only.



CITY OF SANDPOINT • CITY HALL • SANDPOINT, IDAHO 83864 • 208-263-3158

April 25, 1984

Helen Newton
City Clerk
Sandpoint, ID 83864

Re: City - Cox lease

Dear Helen:

I've gone over the proposed amended lease based on the 1980 proposal, and it appears in order with one exception.

I'm bothered somewhat with page 6, VII(a), in that "all permanent improvements constructed" "shall be removed by lessee. . ." or inure. It's possible that pool liners, structural steel, etc., could be removed for a profit, but at the same time do considerable damage or leave excessive repair costs to the City.

I don't like "be removed by lessee."

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. Hunt". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

James E. Hunt
City Attorney

JEH/amw

MINUTES OF
SPECIAL MEETING OF ADMINISTRATIVE COMMITTEE
HELD ON APRIL 24, 1984, 6:30 P.M.

PRESENT: Teresa Deshon, Chairperson
Jim Shelly
Wally Staglund
Bob Cox, Edgewater Lodge
Helen Newton, City Clerk

EDGEWATER LEASE: The Committee discussed the present and proposed leases with Bob Cox. Discussion centered around the possible fee structures that could be built into the Lease. Mr. Cox presented a draft drawn up in 1980 by Phil Robinson with changes incorporated to reflect recent discussions between he (Mr. Cox) and the Committee. The Committee accepted copies of the proposed document to study and directed the Clerk to pass a copy on to City Attorney Jim Hunt for his review. Once all involved have studied it, another meeting will be scheduled.

INFORMATION ONLY.

Marian L. Ebbett, Mayor

ATTEST:

Helen M. Newton, City Clerk

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON FEBRUARY 21, 1984

PUBLIC SAFETY MINUTES CONTINUED

Councilman Miller moved that any action on the Fire Department Mutual Aid Agreement be tabled until the City's Disaster Plan is put together. Councilman Staglund seconded the motion and it passed unanimously.

Mayor Ebbett directed that the minutes of the Public Safety Committee meeting held on February 13, 1984, be filed with the Clerk.

MINUTES OF PUBLIC WORKS MEETING OF FEBRUARY 14, 1984

Councilman Venishnick moved that the Council and the Planning and Zoning Commission hold a joint workshop to discuss proposed changes by Mountain Meadows Estates to amend Resolution No. 39-79 regarding a development located west of Lincoln Street and south of Pine Street. Councilman Staglund seconded the motion and it passed unanimously.

Councilman Venishnick moved that approval be given to remove 15 to 20 trees from Lakeview Park under the direction of Parks Director, Maurice Dunn, and Soil Conservation Service Representative, Vern Bromgard. Councilman Staglund seconded the motion and it passed unanimously.

The minutes of the Public Works Committee meeting held on February 14, 1984, will be filed with the Clerk.

APPOINTMENTS TO RECREATION COMMITTEE

Councilman Venishnick moved that the Council confirm Mayor Ebbett's appointments of Bill Dowling, John Miller and Paul Jacobson to the Recreation Committee for a term of one year through the end of December, 1984. Councilman Miller seconded the motion and it passed unanimously.

APPOINTMENTS TO TRAFFIC SAFETY COMMISSION

Councilman Shelly moved that the Council confirm Mayor Ebbett's appointments of Junior Naccarato, Mike Mahoney, and Dave Welch to the Traffic Safety Commission for a term of one year through the end of December, 1984. Councilwoman Deshon seconded the motion and it passed unanimously.

MINUTES OF SPECIAL ADMINISTRATIVE COMMITTEE MEETING OF FEBRUARY 15, 1984

Councilwoman Deshon moved that the Council direct City Attorney, Jim Hunt, to write a new lease, superceding all previous leases, between the City and Bob Cox for property at the City Beach, to include the following items:

- a. Extend the City lease to the year 2011 to coincide with the Edgewater's lease with the railroad.
- b. Allow the Edgewater to expand its restaurant 20' out onto property leased from the City.

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON FEBRUARY 21, 1984

ADMINIS-
TRATIVE
MINUTES
CONTINUED

- c. Allow for the Edgewater to build a skywalk over Bridge Street to connect the present facilities with convention facilities planned for the south side of Bridge Street.
- d. Grant the Edgewater the right of first refusal in the event the breakwater boat basin concession were to be let for bids again.

Councilman Staglund seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the Council adopt a Resolution approving the fee schedule submitted by Mr. Cliff Wylie, dba Green Gold Forest Land Management, for forestry services that the City may need in 1984. Councilman Venishnick seconded the motion and it passed unanimously.

RESOLUTION
NO. 3-84,
AGREEMENT
WITH CLIFF
WYLIE DBA
GREEN GOLD
FOREST LAND
MANAGEMENT

Councilwoman Deshon moved that Resolution No. 3-84, Agreement with Clifford W. Wylie, dba Green Gold Forest Land Management as City Forestry Consultant, be read by title only and that the rules be suspended requiring a proposed resolution be read in its entirety and that it be considered read, passed and adopted. Councilman Miller seconded the motion and it passed unanimously.

Proposed Resolution No. 3-84, was read by title only.

The minutes of the Special Administrative Committee meeting held on February 15, 1984, will be filed with the Clerk.

ADJOURNMENT

Mayor Ebbett adjourned the regular meeting of the Sandpoint City Council at 8:55 P.M.

Marian L. Ebbett, Mayor

ATTEST:

Helen M. Newton, City Clerk

TO

Phil Robinson

FROM

Mayor

109-40

SUBJECT Edgewater Lodge Lease

DATE 1/11/82

MESSAGE

Bob Cox called today concerned that again the Bee is trying to create a story over the lease. I told him that Frank Boyette came and asked what was happening and I told him nothing, so was surprised to see an article on the front page.

Cox restated that neither he nor Herndon will pursue it further. If the City, and he thought via a Council person, wants to present your redraft for approval, then he'll decide if he wants to sign it. He also stated that because of what has happened he thinks he has a lease forever and he has put the City on notice something needed done but the City failed to act. What does this mean?

SIGNED

Signed: Sally C.

REPLY

I talked to Bob Cox. He is concerned about the continuing publicity + not about the lease itself. No further info. Available.

SIGNED

[Handwritten signature]

DATE 1/15/82

Beach lease up in the air

1/8/82

By **FRANK BOYETT**
Staff Reporter

A proposal to re-write the lease of a portion of the Sandpoint City Beach to a nearby motel operator is apparently dead in the pond after more than a year of negotiations.

Sandpoint City Attorney Phil Robinson said he has prepared a new draft of the lease, but it has yet to be typed.

"I've set it in what I consider its final form," he said, adding that the lease may be presented to City Council at the upcoming meeting Jan. 18.

However, the motel owner and his attorney indicated that they have no plans to pursue the matter for the time being.

"Nothing is happening at the present time and probably nothing will happen for several years," said Bob Cox, owner of the Edgewater Lodge. He declined further public comment.

"Absolutely nothing is happening right now," said Cox's attorney, Steve Hernon. Currently, he said, the lease proposal is "hanging out there in outer space."

(Continued on page 10)

picture about the state of the economy with Jane Fonda's "Rollover" and the Arabs' takeover.

In short, we have suicide, ethical dilemmas, revolution, and economics. If you are lucky, you may still be able to find elephant man disease and child abuse in your neighborhood theater.

strongest ray of hope from the re-released "Cinderella."

In fact, the only heroes in "Cinderella's" who try to be up-up-heroes in "Chariots," a true

Letters to the editor

This is the law

To the editor:

This nation was founded upon the proposition that our citizens were created equal. Now coming before our Legislature is the proposal that our educational people should receive an increase in salary of 8.5 percent plus additional equalizing increases ranging from 1 percent to 3 percent, at the same time other state employees are to receive a cost of living increase of 5 per-

vides a hidden loop legislators can scree hidden increases in taxation. This is the come fund and subse the actual state sch state taxes does not r state funding for sch then the State Tax command that the sioners will levy a mi deficit at state level.

In other words tha loop hole whereby o appropriate more mo

109-40

Beach lease hangs in limbo

(From page 1)

The land the lease would cover is the lakeshore directly in front of the Edgewater Lodge from the water's edge to within a few feet of the motel's outer wall. Under an existing 1958 agreement between the city and Cox's predecessor, which was extended in 1964, Cox has the right to use the land until 1992.

The current lease payments are \$250 per year,

but Cox has stated in the past that he spends much more than that in annual maintenance costs for the area.

The most current lease proposal is about third or fourth in a succession of lease drafts. Other drafts have been found unacceptable by either Cox and his attorney or by some members of the City Council.

Robinson said the current draft is simply a re-write of several different documents

drawn up between the city and Cox's predecessors.

"Basically it's not changing anything," he said. "It's just putting down on paper what we feel is the situation now."

Sandpoint Mayor Sally Cupan emphasized that the current lease draft would not alter the existing situation.

"Every time this thing comes up everybody thinks it's a new lease and it isn't," she said. "He (Cox) already has a valid agreement with

the city until 1992."

A special committee appointed by Cupan to form a long-term management plan for the City Beach has planned on addressing the lease issue, but has not yet had an opportunity to do so in depth, according to its chairman, Gary Pietsch. The issue was discussed briefly at several of the committee's earlier meetings, he said, "but we haven't really gotten to that yet."

Unemployment takes jump

WASHINGTON (UPI) — Recession-fueled unemployment rose sharply to 8.9 percent in December with 9.5 million Americans out of work, the government said today. The White House said President Reagan is "deeply sensitive" to the problem.

It was the fifth straight monthly increase, bringing the jobless rate close to the height of the 1974-75 recession when it peaked at 9 percent.

quickly establish jobs programs and direct the Federal Reserve Board "to release its stranglehold on the money supply and direct the flow of funds to productive uses."

"The recession produced by Reaganomics must be turned around to alleviate the suffering of the unemployed," Kirkland said.

On Capitol Hill, Sen. Edward Kennedy, D-Mass., called the surge "only the

secretary Larry Speakes said the administration continues to look for a turnaround "at the end of the second or third quarters" of this year.

In the meantime, economic statistics indicate the rate could go higher.

"The president is deeply sensitive to this problem and has spoken many times of his own personal experiences in his youth," Speakes said. "We believe we have in place programs and plans that will result in

went to 12.9 percent.

The half-point increase from November's 8.4 percent rate was higher than some economists anticipated and reflected a deepening recession.

Recent figures on factory production and unemployment insurance benefits indicate the rate may go even higher next month.

Herman Smith, president of the National Association of Home Builders, predicted another 200,000 construction

Lease proposal misses deadline

A proposed lease giving Edgewater Lodge owner Robert Cox control over a portion of City Beach will not be considered at the Sandpoint City Council meeting Monday night because it was not prepared in time, according to City Clerk Helen Newton.

In other business, however, the council will consider a recommendation the city institute 15-mile-per-hour speed limits on dirt roads within the city and an ordinance that would institute rules and regulations for the city sewer system and allow them to be changed by resolution.

The proposed beach lease has been in the works for almost two years. An earlier draft of the document was to have been considered at the September council meeting, but was withdrawn from the agenda by Mayor Sally Cupan.

Meanwhile, City Attorney Phil Robinson has been drafting a new lease that would simply incorporate into one document all prior agreements between Cox and the city. Newton said the lease was not ready as of Friday morning and so would not be considered at the council meeting because the council would not have had enough time to thoroughly examine it.

The land covered by the lease is in front of the Edgewater Lodge and extends from the water's edge to within a few feet of the motel wall.

In other action Monday night, the council will consider an ordinance to provide rules and regulations for the city sewer system.

Up to now, according to Mark Workman, city superintendent of public works, the city has not had a

set of regulations for the sewer system, although it has had rules for the water system. The regulations will set policy for any number of situations that occur in maintenance, hookups and additions to the system, he said.

A 15-mph speed limit for dirt streets was proposed by City Planner Sam Wentz, but received a do-not-pass recommendation from the city Traffic Safety Commission.

Wentz said the speed limit is necessary because vehicles are not as easily controlled on dirt streets as on pavement. Also, he said, the slower speed would decrease dust problems in the summer.

However, Traffic Safety Commission members disagreed. On a unanimous vote, the committee said the speed limit would be almost impossible to enforce and questioned whether it would improve vehicle safety.

The council will also consider two building permit requests already approved by the Planning and Zoning Commission and a proposal to rent the caretaker's house at Lakeview Park to a Laotian family being sponsored by the First Lutheran Church.

The council will also consider a recommendation from the Ways and Means Committee disapproving a proposed ordinance that would allow for four-year appointments for city heads of departments. Currently, department heads serve one-year appointments. The committee recommended that an ordinance be drafted so that department heads would "serve at the pleasure of the mayor and the council."

Early politicking provides fuel for Evans' fire

WITH INTEREST RATES
SO HIGH, HOW CAN
YA AFFORD TO RE



James Kilpatrick

Beach lease: New suit for old clothes?

10/13/81
109-40

By FRANK BOYETT
Staff Reporter

Sandpoint City Attorney Phil Robinson is drafting yet another lease to give Edgewater Lodge owner Robert Cox rights to a portion of City Beach in front of his motel. It will be presented to City Council at its meeting Oct. 19, Robinson said.

Meanwhile, the Bonner County Commissioners have written a letter to the city asking that no action be taken on the lease until the county has a chance to comment on the document.

According to Robinson and Mayor Sally Cupan, the latest draft of the lease will

Cox has also asked for first chance at running the city mortgage on the breakwater if current concessionaire Keith Sheckler should give up his concession.

The city, on the other hand, has tried to up the rental fee. During the negotiations the city has offered to give up rights to the old boat basin to justify raising the rental fee. Cox's predecessor gave the city control over about half of the boat basin in return for control over the land in front of the motel. The other half of the boat basin was already on city land.

Surrendering the boat basin was the main matter of

'The land in question is directly in front of the Edgewater Lodge from the water's edge to within a few feet of the motel wall.'

simply restate existing agreements between Cox and the city. The three or four previous drafts of the lease have been unacceptable for various reasons either to Cox, the city or the state of Idaho, which paid for some improvements on the land. Past drafts of the document have "bogged down" in negotiations to change existing agreements, Cupan said.

Consequently, she said, the new draft will contain no changes from agreements Cox and the city are currently operating under. The new draft will "codify" into one document "everything the city has agreed to up to now," she said.

Cox currently has a concession that expires in 1993. The city also has given him permission to build a swimming pool on the land. The rental payments are \$250 per year. The land in question is directly in front of the Edgewater Lodge from the water's edge to within a few feet of the motel wall.

In past negotiations Cox and his attorney have said they want to extend the term of the agreement until 2011.

concern to the county commissioners when they wrote the city a letter Oct. 7.

"This area has had substantial sums of public money invested in it through the Bonner County Waterways, and it appears to be under contemplation to place this property in private individual control," the letter read. "This appears to be contrary to the purposes for which waterways funds are expended."

However, in Cupan's reply to the commissioners Friday she wrote: "the lease being drafted by Mr. Robinson does not provide for relinquishment of the boat basin." She added the city plans to dredge the basin this fall.

Cupan also invited the commissioners to discuss with her any further disagreements they may have with the proposed lease.

Robinson said the lease now being drafted will be completed within the next several days. It will be considered by the City Council when the body meets beginning at 7:30 p.m., Monday, Oct. 19.

Soviets and friends taking advantage of 'momentum'



Jack Anderson

Spain split over

WASHINGTON—Columbus Day was an appropriate time for Spain's King Juan Carlos to arrive here for talks with President Reagan and his foreign policy advisers.

The rhetoric will gloss over the reversal of international power in the 489 years since Juan Carlos' predecessors hocked the royal jewels to send a Genoese adventurer off in search of the Orient by sailing west.

Yet many proud Spaniards are as resentful of the United States' benign "imperialism" as the natives of the New World were of the much harsher variety practiced by the conquistadores more than four centuries ago.

Instead of wringing gold and silver from the local population in the old Spanish tradition, the United States is suspected by many Spaniards of exploiting its military power in an even deadlier way: Hoping, through NATO,

I sent my associate I to Spain where she found distrust of the NATO among the Spanish people. Much linked to an anti-Americanism that is even more disturbing.

Graffiti is rare on the walls of Spain's picture which lends greater significance crudely painted slogan saw in her travels through tryside: "OTAN, NO" ("Abajo el Imperialismo")

Large orange, white billboards warning against NATO are visible everywhere the cities, as well as along and backroads of rural Spain.

The graffiti may well be the Communists, but white posters are particularly eminent and respectable

109-40

City of Sandpoint

TELEPHONE (208) 263-3158

SANDPOINT, IDAHO 83864

October 9, 1981

Bonner County Commissioners
P. O. Box 1009
Sandpoint, Idaho 83864

Re: Cox lease

Gentlemen:

Thank you for your letter of October 7, 1981, regarding the proposed lease between the City of Sandpoint and Robert Cox. Phillip Robinson, City Attorney, is in the process of redrafting a lease to propose to Mr. Cox. As soon as the draft is available, I will provide you with a courtesy copy.

The City is well aware that land at the City Beach which was acquired from Burlington Northern must be used for park purposes; however, the City has obtained a waiver from Burlington Northern on existing agreements with Mr. Cox and his predecessors.

The area known as the "old boat basin" is leased by the City from Robert Cox with specific approval from Burlington Northern for Mr. Cox, who also leases from Burlington Northern, to sub-let to the City. This lease is non-transferrable without Burlington Northern approval. It expires March 31, 1993. The City anticipates having the old boat basin area dredged this fall. In its present condition, use is limited. Additionally, the lease being drafted by Mr. Robinson does not provide for relinquishment of the boat basin.

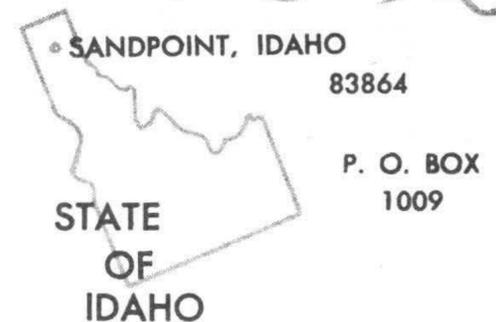
I will be happy to discuss this matter with you at your convenience.

Very truly yours,

Sally L. Cupan
Mayor
cc City Council Members
Phillip H. Robinson



COUNTY OF BONNER



ROBERT G. KLATT
County Commissioner, District 1
HAROLD ANSELMO
County Commissioner, District 2
JAMES L. McNALL
County Commissioner, District 3

October 7, 1981

Sally Cupan, Mayor
City of Sandpoint
City Hall
Sandpoint, Idaho 83864

Re: Bonner County Waterways

Dear Mayor CUpan:

We have had some questions and matters brought to our attention concerning the proposed lease by Sandpoint of certain areas of the City Beach to Robert Cox. We have made an initial and preliminary review of recorded documents affecting portions of this area back to the year 1922. The documents involving the area include a reversion clause for the land to revert to the Burlington Northern if certain deed restrictions are violated.

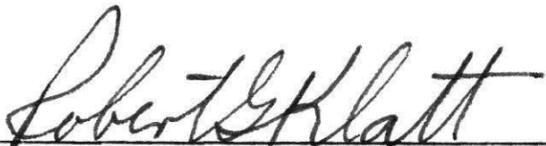
We have a copy of a proposed Lease from the City to Robert Cox, but we are unsure as to whether it is the lease you are currently considering. Therefore, please furnish us with a copy of the most recent draft of any proposed lease. A review of the physical area under contemplation for lease seems to include the area known as the boat basin. This area has had substantial sums of public money invested in it through the Bonner County Waterways, and it appears to be under contemplation to place this property in private individual control. This appears to be contrary to the purposes for which waterways' funds are expended.

Bonner County, through the Board of County Commissioners and the Waterways Committee would like to be involved in the process of the negotiations and proposals concerning this lease as it pertains to the areas that have had considerable improvements made by expenditures of public waterways' funds.

Sally Capan, Mayor
October 7, 1981
Page -2-

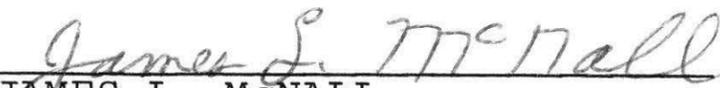
Therefore, we request that the City not enter into a lease at this time. We would like to meet and discuss this with the appropriate City officials, and will do so, if you will arrange an opportunity to do this.

Yours very truly,



ROBERT G. KLATT

HAROLD ANSELMO



JAMES L. MCNALL

/dmt

CC: Gary A. Finney, Prosecuting Attorney
Phil Robinson, City Attorney of Sandpoint
Gary Pietsch, Waterways Chairman

TO

SALLY CUPAN

Mayor

City Hall

Sandpoint, Idaho 83864

FROM

PHILIP H. ROBINSON

City Attorney

P.O. Box 907

Sandpoint, Idaho 83864

SUBJECT Edgewater

DATE 9 / 14 / 81

MESSAGE

Presently the Edgewater has permission to put in a swimming pool until 1993. We are in no position to force public use until then.

SIGNED

Philip H. Robinson

REPLY

SIGNED

DATE / /

9/14/81

Memo

From

MAYOR SALLY L. CUPAN

Teresa

To Re: Cox Lease

① Why do they want the road included

She won't allow the road included.

② Property goes to within a few feet (2') of his windows.

③ More clear public
can enter and no
fences or closing it
off.

④ She won't allow
any extension beyond
1993.

⑤ Not an equitable
return now, so
no way to extend
beyond 1993.

Beach lease proposal gets one more round

By FRANK BOYETT
Staff Reporter

After four months of on-and-off negotiations, the Sandpoint City Council is again ready to consider leasing a portion of the City Beach to Edgewater Lodge owner Robert Cox.

Mayor Sally Cupan said she assumes the city council is ready to act on the proposed lease. She said she asked council members if they wanted to have a workshop on the issue, but only one council member responded and he said a workshop was not necessary.

"Unless they say to me, 'Yes we want a workshop,' I'm going to go ahead and put it on the agenda," Cupan said.

The council meeting begins at 7:30 p.m. Sept. 21 at City Hall. The land to be leased is directly in front of the Edgewater Lodge.

The four months of work on the lease cleared up some problems with the proposal, but apparently all parties are still not in agreement on the accord.

The lease was considered Sept. 2 by the council's Administrative Committee and members Bert Lines and Anne Cordes recommended a number of changes they think necessary before the lease is approved. At least one of those recommendations does not meet the approval of Cupan.

"I don't think they have that option," she said of the committee's recommendation that Cox be granted permission to build a swimming pool on the land only if it is open to the public and the city receives a share of the profits.

Cupan said Cox already holds the right to construct a swimming pool on the land. She noted that in November 1964 the council instructed the city attorney to draft an agreement giving Cox's predecessor permission for a swimming pool. The permission was contingent on approval of the Burlington Northern Railroad, since the Edgewater land is leased from the railroad and railroad deeded the City Beach to the city with the requirement that the land always be used for public park purposes.

Cupan also noted that the railroad gave approval of the request about a year later.

No formal agreement granting permission to build a swimming pool has been found in city records, but Cupan said considering the

disarray that existed in the records in the past, that fact does not mean the accord does not exist.

Cox termed the committee's swimming pool recommendation "ridiculous." He said he considers he already has permission to build a swimming pool. He has not done so, he said, because his current lease expires in 1993 and hesitates investing money in a swimming pool when he may get only 12 years use of it.

The Administrative Committee also recommended that the lease extend only until 1993—which is the term of the current lease Cox holds. Cox has said in the past that one of the main reasons he is seeking a new lease is because he would like it to coincide with the term of the lease he has from the railroad, which expires in 2011.

The other recommendations from the Administrative Committee concern the boat basin on the Sand Creek side of the City Beach. The land is leased by Cox from the railroad, but the city and Bonner County Waterways Advisory Committee has developed it and it is used by the public. The committee recommends that the city return the boat basin to Cox because the city has no money to maintain or develop it.

Most of the recent changes in the lease were mandated by the state Department of Parks and Recreation. Past proposed leases included a portion of the breakwater and the municipal docks. However, the docks were built with grant money and the state parks department said leasing that area to a private party would violate the grant regulations. Consequently, in the latest lease the breakwater has been deleted from the area to be leased.

The proposed lease also makes provisions to keep the area open to the public, stating: "so far as the swimming beach is concerned, this is a non-exclusive lease and said area shall remain available as a swimming beach to all persons who exercise reasonable behavior."

Cupan said that language apparently means that the sandy area of the land will be open to the public, but Cox could keep the public off of the grassy area if he so wished. Cox has said in the past that he has no intention of closing the area to the public.

109-40

9/81

M E M O

TO: City Council Members
FROM: Helen M. Newton *HMN*
RE: MEETING - TUESDAY 9/15
DATE: 11 September 1981

There will be a breakfast meeting at the Pastime on Tuesday morning, September 15, 1981 at 7:00 A.M. Purpose of this meeting will be to discuss a new lease with Bob Cox.

109-40

9/10/81

Beach lease proposal gets one more round

By FRANK BOYETT
Staff Reporter

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eeves, it is a known
there is a particular
t does seem a strange
ort of fellow team."
" says Jeeves, with
know perfectly well
ly speaking, half the
normal bloke ought
n a girl comes along
twice the regular
o often makes a
the love light in her
ow to account for it,

ure's provision for
lance of the species,

tie's abysmal stupidity: "Jeeves was in
the sitting-room messing about with
holly, for we would soon be having
Christmas at our throats and he is
always a stickler for doing the right
thing."

Bertie is forever quoting snatches of
Shakespeare and ascribing them to
Jeeves, from whom he has heard them.
When he tries to quote Shakespeare
directly, the deficiencies of an Oxford
education are all too apparent: "As
Shakespeare says, if you're going to do
a thing you might just as well pop right
at it and get it over."

Very good, sir.

(c) 1081, Los Angeles
Times Syndicate

's opinion

Jello Mountain

ame them for trying, but the folks who dreamed
Mountain Country missed the bucket.

the Idaho Travel Committee recently decided to
six geographic regions in the state clever
help provide each region a marketable identity
ure tourists.

was awarded the handle above.

ountain Country. The title conjures up nothing so
nage of a squirming mound of Jello. Fish swim-
n and skiers literally dripping down the slopes.
Candy Mountain, minus the rock.

ord, however, Big Water Mountain Country is not
of names. Folks from the Magic Valley, for
se Magicland, which sounds like Disneyland's
elation.

e been worse.

e would have been a natural, thanks to Lake Pend
azing depth, but that name has at least one
ourists lured to the Gem State by that slogan
d have wound up in Lewiston.

nce report

er planning: An ce of prevention

IM ABDNOR

igh certainly not en-
he hot summer days
this country came to
it was running out of
; gas lines, odd-even
s and the other
t come with a fuel

and midwestern
singly in the east,
ners are faced with
ecause of lack of
nd cities are asking
eir water usage to
avoid critical shor-
ne beginning symp-
g problem that I
e the energy crisis as
in problem of the
tage.

ts itself in an energy
use of a lack of
tion and advance
oping a national
re going down that
water is concerned.

table and growing
many areas of the
ensive strategy is
o meet what may
crisis situation in
ture

too many participants and the resulting
confusion and disorganization.

With the overabundance of federal
hands in the attempt to construct water
policy, there has been a corresponding
lack of state involvement. There
definitely needs to be direct input from
state and local leaders in the planning
of water projects. My bill includes a
five-member State Advisory Council
for that purpose. The members will be
recommended by the Naional Gover-
nors Association. The legislation also
provides for the continuation of funding
for state water planning and research
through fiscal year 1983 and,
thereafter, on a competitive basis.

I am optimistic that this emphasis on
future research and comprehensive
planning, with extensive state involve-
ment, will result in the smooth assem-
bling of a national water policy. A Na-
tional Water Policy Board, aimed at
managing that policy-building, will be a
significant step in assuring that the
1980s do not bring water rationing as a
descendant of the gas lines of the '70s.

"Conference Reports" is a bimonthly
column of the Senate Republican Con-
ference. The opinions expressed are
those of individual senators. Abdnor
represents South Dakota.

9/10/81

TO: Members of the City Council

RE: Proposed changes in City Beach operation
(Daily Bee article 2 September 1981)

MEMBERS:

I shall endeavor to speak to each of the six (6) proposals suggested by the City Council members during the meeting of August 11, 1981.

1. It would appear that the proposal to eliminate all vehicle traffic at the City Beach is not a viable solution and will not come under much discussion for that reason. It is un-workable.
2. For the Council to consider dis-allowing all commercial use of the City Beach and then directly contradicting itself by granting exceptions is simply not consistent. I do not understand why the sudden concern for the elimination of the functions which serve the City best and bring in revenue and appeal to the tourists. The Arts & Crafts Festival has become a tradition in Sandpoint in the summer and draws people from the entire Inland Empire and Canada. This is the first year it was covered by KREM-TV and enjoyed three spots during three newscasts. SPOKANE magazine includes the Festival in their calendar section as well as advertising our fine local restuarants. I don't know of any better coverage. I have yet to know of or see and incident occur at the Festival which would require police attention. The crowds are orderly and gentle for the most part. What better tourist attraction can Sandpoint ask for.
3. The issue of disallowing non-commercial functions that would tend to draw large crowds is one more venture into turning tourists away from Sandpoint. A case-in-point is the Hobie Regatta which was a joy to see and watch. The issue of charging them to beach their craft overnight is simply ridiculous. Large crowds of people at the City Beach is not the problem. Small gatherings of ruffians at the City Beach at sun-down, continuing to the morning hours is the real problem at the Beach. That is the time when all the vandalism occurs. The City has just spent a great deal of money paving a portion of the parking area and already it is strewn with glass, bottles, cans, cigarette butts, bottle tops which are rapidly becoming imbedded in the new blacktop. No-one, least of all the City Council members, seem to be concerned about that. What other city would spend as much money as Sandpoint on a beautiful park and leave it wide open seven days a week to be vandalized on a regular basis. It is unbelievable. Why do you have a tendency to attack the activities at the City Beach which give the most people the most pleasure and absolutely deny and turn your back on the problem areas.
4. The proposal to pave the grassed area next to the trailer park in order to allow more parking spaces only serves to give the night-raiders more ro to play and tear up. Your taste is all in your mouth and your judgment is in your hind pocket. It is the quickest most successful way to ruin the City Beach entirely. This particular proposal is just short of sheer stupidity.
5. The proposed cul-de-sac at the concession stand to allow forty additional parking spaces bears a bit of consideration but not much. Having the traffic presently confined to the existing parking area allows a great deal of freedom of movement for everyone in the park with a maximum of safety. Children are free to roam and play and parents are reasonably assured of no traffic accident occurring to their children. This section of the Beach was re-vamped several years^{ago} with this specific purpose in mind and it has allowed much more space in the grassy area. New volleyball courts have sprung up. Bicyclists are far more safe. In general, it is a safer situation for everyone on foot.

6. And finally, the proposal to abolish the 'no parking' area near the boat ramps and/or moving the ramps entirely and/or re-designing the entire parking lot at the beach leaves me speechless - almost. How many times have we heard the 'fishermen' and the 'boaters' scream to high heaven when anything constructive has tried to be done with regard to solving the destruction of the Beach by a few vandals. Their cries of injustice in the past will be nothing compared to their screams when their ability to launch their boats has been restricted or impaired. If the 'no parking' signs are removed, they will be lucky to find enough room to launch at any time of the day or night. Most of the demolition experts are well-known to both the police and the Court as they are, for the most part, repeat offenders. By merely observing regular hours for traffic at the beach would give everyone a chance to enjoy the water, the grassy area, the trees, the entire beach. Abolishing the 'no parking' area near the boat ramps makes it nearly impossible to launch a boat of any kind. Moving the ramps and/or re-designing the parking lot is a wildy expensive and most ridiculous solution to a relative simple problem. Where is your common sense - your foresight. Leaving the lights on all night at the beach only serves to give the ruffians a well-lighted playground. What more could they ask. Closing the park at regular hours to vehicle traffic and using only maintenance lighting would seem to help a great deal to elminate the vandalism and boaters and fishermen would have no problem getting in and out.

Respectfully submitted,

Mary L. Murphy Yates

Mary L. Murphy Yates
Box 1662
Sandpoint, Idaho

ADMINISTRATIVE COMMITTEE MEETING

September 2, 1981

Those attending: Bert Lines, Chairman
Anne Cordes, member

I. LIONS CLUB LEASE FOR BALD MT. SITE

1. Recommend that City make term of lease for 5 years.
2. Recommend that City charge \$1.00 per year and waive a rental fee to the Lions Club if other tenants beside KUID TV occupy the building. City would charge a permit fee for the Lions Club subtenants other than KUID TV.
3. Recommend that if the Lions Club rents additional spaces, the Club must guarantee that space will always be available for public television transmission, since this is the reason for the reduced rental fee.

II. EDGEWATER LODGE LEASE (draft of 8/25/81)

1. page 2, II. TERM Recommend that this lease terminate in 1993, which is the current expiration date.
2. page 2, III. RENTAL Because the City has no money to develop the Sand Creek RR Bridge Boat Basin and because the Edgewater lease for the area expires in 12 years thus making large capital expenditures economically not feasible even if money should become available, it is recommended that the City return the Boat Basin to the lessee at this time so that he may develop it with private money and get some use out of the area.
3. If the Boat Basin is returned to the lessee, it is recommended that the "demised premises" be appraised and that the annual rental fee be an appropriate percentage return on this value.
4. page 4, VII: IMPROVEMENTS Recommend that permission for any swimming pool to be constructed on the "demised premises" be granted under a lease/concession agreement whereby the pool would be open to the public and the City would receive appropriate compensation from the profits.
5. S.C.R.U.B.

The Committee gave approval to 20 S.C.R.U.B. applications and disapproved one.

Bert Lines, Chairman

TO

Phil Robinson

FROM

National Headquarters

↓ SUBJECT Cox Lease at Beach

DATE 8/2/81

MESSAGE

Attached is a poor photo copy of a railroad map. Note that it seems to show the Church St. underpass ~~and~~ as Bridge No. 3. This may be where the description came from in the Cox Lease referring to Bridge No. 3 and people interpreting it to mean by mistake the City possibly leased all of the beach to Cox. Sam and I looked at it a rather long time, and we think that is what it means. Ancient history but interesting.

SIGNED

Sc

REPLY

SIGNED

DATE / /

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS :

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit :-

That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as the City, and NORTHERN PACIFIC RAILWAY COMPANY, a Missouri corporation, hereafter referred to as the Railway Company, WITNESSETH:

WHEREAS, the Railway Company has heretofore deeded to the City certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 36 of Deeds, page 257, records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for park purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the Railway Company; and

WHEREAS, on the 10th day of September, 1958, the City of Sandpoint granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described premises lying Easterly of Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Railway Company's Bridge No. 3 to the mean high water line of Lake Pend Oreille, with the right and privilege of the City to control said property and to prevent any construction thereon; and

WHEREAS, said Agreement has been extended by resolution of the City Council to the 31st day of March, 1963; and

WHEREAS, Lakeshore Enterprises and/or its successor desires to construct a swimming pool facility upon the above-mentioned land set forth in the Concession Agreement;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations, the Railway Company hereby waives any objection to the Concession Agreement and/or the construction of a swimming pool on the above-described property, and further waives any right the Railway Company may have to declare the deed of June 27, 1922, void or forfeited or void by reason of the above-mentioned acts of the City of Sandpoint; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922.

Dated this _____ day of _____, 1965.

NORTHERN PACIFIC RAILWAY COMPANY
By W. J. Ryan
Vice President
Attest: Richard A. Bunker
Assistant Secretary

COUNTY OF MINNESOTA)
(ss
County of Ramsey)

On this 11th day of January in the year 1965, before me
Notary Public, personally appeared
W. J. Ryan to be a Vice President and Richard A. Bunker to me known to be
Assistant Secretary of the Northern Pacific Railway Company, the corporation that
executed the instrument and acknowledged to me that said Northern Pacific Railway Company
executed the same.

J. T. Sawyer



46+80 E.E. Cobins

48+01 E.E. Cobins

Wend. Bridge 850+96
E. End Bridge 850+49
Office

BRIDGE No. 3

15p 18.29'-25p. RCT. 185

Gov't. Lot 2, Sec. 23, T. 57N, R. 2W B.M.
Extend Walk & Railway - AFE 2718-39
CR 9716

Extend Walk & Railway - AFE 2718-39
CR 9716



FRIE
S BOYER

58265

855

56+12 C193

56+469 Nose of Point

embanked entirely
with earth

Guard Rail

57+471

57+4347

57+861 CTR

58+382 CTR

52+70

53 Chords @ 33'
25' 30"

54+34 P.C.C.

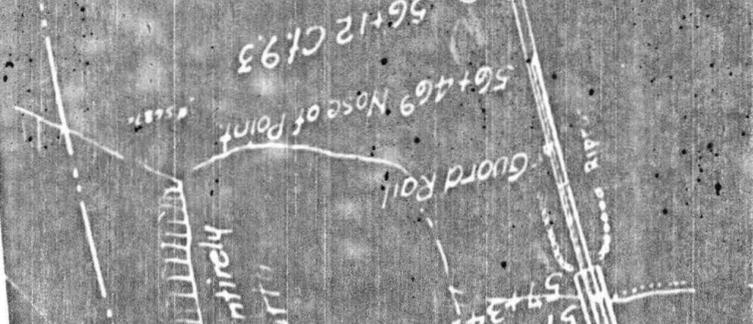
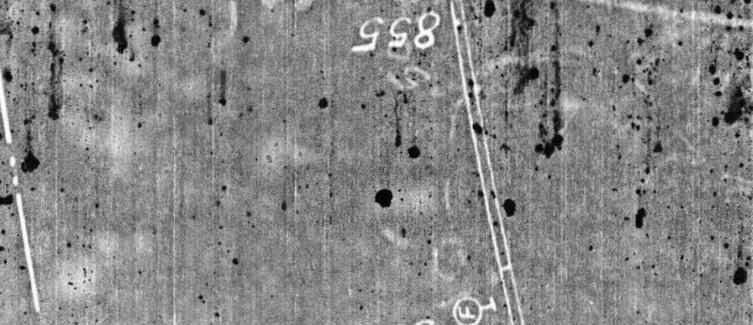
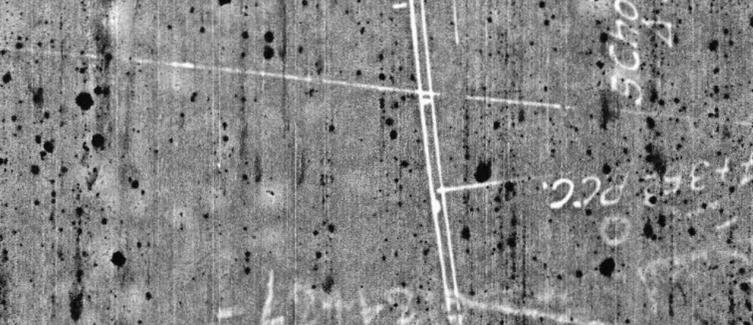
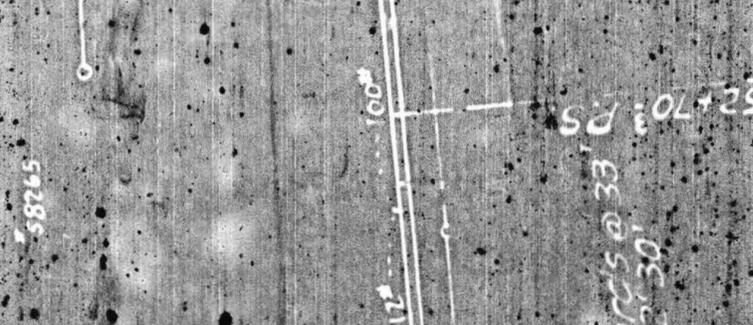
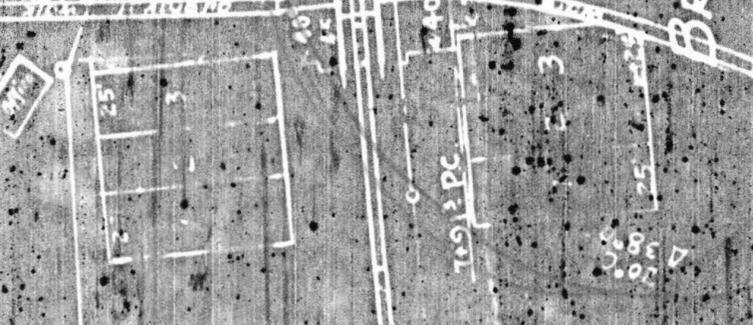
853416 Steel Change for 11/2"

EWPGM 158

TOURIST CAMP (PRIVATELY OPERATED)

3

BRIDGE No. 3



Memo

4/13/81

From
MAYOR SALLY L. CUPAN

To Teresa Pestora

Re: Labeshore

I did a review of the Labeshore agreements and Council action.

Attached are my notes plus the minutes of April 9 meeting.

While Council appears to have agreed to include amendments, it has not yet acted on the agreement.

CITY OF SANDPOINT
City Hall — 110 Main St.
SANDPOINT, ID 83864
(208) 263-3158

SC
I work on
need a
office of
action. Mayor's
were asked to
Council. They
Copies handed to
4/1/81

Hold the original
until we see if
Council passes this
copy
8/25/81

Resume of Agreements

(1)

Lakeshore -- Bob Cox -- Edgewater Conditions in Agreements

Note: City received deed from N.P. Rwy. w/
restrictions on land for park purposes
6/27/22

9/10/58

Agreement between Lakeshore and City
for "license and concession" to maintain
and operate property in front of lodge.
-- term 1957 to 1967
(land just east of NP land leased to
Lakeshore, except 100 ft. strip where
old NP Rwy spur track was formerly)

Base of Agreement

(1) City wants to improve area for recreational
beach + water + picnic activities, and
to develop a boat basin on south
end of Lakeshore leased land and
to acquire a road r/o/w to area +
further development of beach by
adding fill + a possible boat dock +
sea wall. Lakeshore wants to
cooperate w/ this.

Agreements:

1. City gives license + concession to
maintain and operate land described.
Right to control, build + construct
structures + improvements (in nature of beach
and recreational purposes) in lessee under

auspices of City. Lakeshore has right to charge and rent for camping & trailer spaces, at a reasonable rate for maintaining the area.

2. Lessee has right to fill, build & construct breakwaters, docks, and other facilities; provided, however, prior approval by the City and ownership to remain in City.

Lessee may -- for upkeep, etc. -- charge for moorage and docking.

3. Lessee to pay City \$250 per yr.; but value of improvements made to property which were approved by City in any one year to be deducted from \$250, w/ value of improvements to carry over from year to year to apply toward the \$250.

4. Lessee leases to City (w/ approval of N.P.R.R.) the "old boat basin" area and another 50 feet running E & W for road to old boat basin.

9/10/58 Consent to Sublease

N.P. Ruy. consented to Lakeshore subletting to City for boat basin and road purposes only.

3/11/63 Resolution of Council

Re: Hessoo's extensive building program would benefit Sandpoint & tourist trade, extended original 9/10/58 lease to March 31, 1993.

1/11/65 Waiver of Conditions

N.P. Ruy:

Consented to allow construction of swimming pool on leased property

4/ /65

Addendum to Agreement

City agreed to allow construction of swimming pool. Original agreement and extension ratified.

Does a signed copy exist?

(Council minutes 11/18/64 instructed City Attorney to prepare agreement.)

8/18/80 By resolution, Council directed codification of various "leases" with lakeshore into a single document.

10/6/80 Administrative Committee recommended that proposed extension of term of lease and proposed rental be found unacceptable to Council.

10/17/80 Workshop w/ Cox + Herndon
General discussion of problems.
City Attorney and Herndon to prepare a draft agreement for Council consideration.

2/12/81 Workshop w/ Pietsch, Ch., Waterways Commission.
They did not want City to relinquish old boat basin.

3/ /81 Ways + Means recommended if old boat basin were relinquished that rent to lakeshore increase to \$1,200 per year.

4/9/81 Special Council -- Agreed to 9 amendments.
2/20/81 Motion passed that City not consider proposed lease until City Attorney returns (Phil out for surgery).

IDAHO DEPARTMENT of PARKS & RECREATION

10940 Cox bill

Dale R. Christiansen, Director



John V. Evans, Governor

Robert L. Meinen, Dep. Dir.

North Region Headquarters
1838 N. Lincoln Way
Coeur d'Alene, Idaho 83814
July 1, 1981

Mrs. Sally Cupan, Mayor
City of Sandpoint
City Hall
Sandpoint, Idaho 83864

RE: SANDPOINT DOCK IMPROVEMENTS
L&WCF #16-00291

Dear Mayor Cupan:

Enclosed is the section of the Land and Water Conservation Fund manual that addresses Conversion of Use. In this text Conversion of Use refers to the changing of the facility to other than public outdoor recreation uses and would cover the example that Mr. Cox described.

You might consider using some of this language in the concession agreement with Mr. Cox if you choose to go that way.

If you have any questions please let me know. I enjoyed our visit yesterday and the opportunity to get to know you better.

Sincerely,

DALE R. CHRISTIANSEN
DIRECTOR

Jack B. Dalton
Park/Recreation Planner

JBD/s1b

Enc.

7/2/81

copy to Phil
+ Steve Neendon

DEPARTMENT OF THE INTERIOR

of Outdoor Recreation Manual

Part 600

General

Basis of the Grants-in-Aid Program 600.1.2(cont.)

the United States for less than fair market value), but not including incidental costs relating to acquisition.

(2) DEVELOPMENT.--For development, including but not limited to site planning and the development of Federal lands under lease to States for terms of twenty-five years or more.

"(f) REQUIREMENTS FOR PROJECT APPROVAL; CONDITION.--Payments may be made to States by the Secretary only for those planning, acquisition, or development projects that are approved by him. [No payment may be made by the Secretary for or on account of any project with respect to which financial assistance has been given or promised under any other Federal program or activity, and no financial assistance may be given under any other Federal program or activity for or on account of any project with respect to which such assistance has been given or promised under this Act.] The Secretary may make payments from time to time in keeping with the rate of progress toward the satisfactory completion of individual projects: Provided, that the approval of all projects and all payments, or any commitments relating thereto, shall be withheld until the Secretary receives appropriate written assurance from the State that the State has the ability and intention to finance its share of the cost of the particular project, and to operate and maintain by acceptable standards, at State expense, the particular properties or facilities acquired or developed for public outdoor recreation use.

"Payments for all projects shall be made by the Secretary to the Governor of the State or to a State Official or agency designated by the Governor or by State law having authority and responsibility to accept and to administer funds paid hereunder for approved projects. If consistent with an approved project, funds may be transferred by the State to a political subdivision or other appropriate public agency.

"No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

12/14/73 (Rel. No. 125)

This release supersedes all amendments, program directives and releases issued prior to this date.

File ~~Lakeshore~~
Edgewater Lease
109-40

SUMMARY

Re: June 30, 1981, meeting with Jack Dalton, representative of BOR; Bruce Green; Bob Cox and Steve Herndon; Phil Robinson and Mayor, regarding Cox lease and any conflict with government regulations covering land owned by the City on which federal funds were expended

Dalton's only concern is the breakwater because that is the only portion of the beach which concerns both Cox and an area on which BOR funds were expended. His other concern is that the City must retain control and tenure of any City land on which the federal funds were expended. If the City ever wanted to convert the use of the land (breakwater), it would have to replace it with a similar structure in a similar area. There would not be feasible for the breakwater.

They will not sanction a lease, per se, but they will give approval for concessions--depending on the wording. They would want to review any agreement involving the breakwater prior to the City entering into it.

The pump house at the end of the b/w is still a bone of contention; unsightly and not as originally proposed.

Cox said his and Sheckler's main concern is security for the dock area. His other main concern is some future City council might allow a commercial enterprise to be built on breakwater. DALTON STATED THIS WOULD VIOLATE GRANT REQUIREMENTS -- ANYTHING OUT THERE MUST BE OUT DOOR RECREATIONAL.

It is Dalton's feeling that any agreement as to security for the b/w area should be a separate and distinct agreement which would not involve title or any ultimate relinquishment of the City's control and management.

received: 109-40
6/30/81 at
conference w/
municipals.

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED

PREMISES: That certain parcel lying East of the East Sideline of Burlington Northern Railway Lease # (N.P.) 92552 bounded on the North by the North edge of "City Dock Road", on the South by a line drawn east from the intersection of the North edge of Bridge Street and the East sideline of Burlington-Northern Railway Lease No. (N.P.) 92552, and on the east by the meander line of Lake Pend Oreille at elevation 2051 feet above mean sea level.

RECITALS

WHEREAS, the City owns the above described property in fee by reason of a deed from the Northern Pacific Railway Company, subject to use for recreation purposes, and

WHEREAS, Lessee operates a Motel, a lounge and a restaurant on certain real property adjacent to and West of the above described 'demised premises', and

WHEREAS, Lessee and his predecessors have invested substantial sums of money on maintenance and improvement on the 'demised premises' pursuant to an agreement with City dated September 10, 1958 together with several modifications, supplements, and an extension thereof, and

WHEREAS, the City is now and for sometime has been engaged in the improvement of the general area in and around the 'demised premises' for recreational purposes, and

WHEREAS, Lessee and his predecessors have aided in the development and maintenance of the civic area located in and around the 'demised premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development and maintenance of the civic area located in and around the 'demised premises', and

WHEREAS, said future development and maintenance is for the best interests of the public and should be of benefit of all residents of the City, and

WHEREAS, City by Resolution passed August 18, 1980 has ordered that a lease intended to clearly set forth the status of the demised premises

be prepared,

NOW THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements the parties agree as follows:

I. LEASE

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein, and sofar as the swimming beach is concerned, this is a non-exclusive Lease and said area shall remain available as a swimming beach to all persons who exercise reasonable behavior.

II. TERM

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway lease # (N.P.) 92552 , i.e. the year 2011.

III. RENTAL

As rental Lessee shall pay \$250.00 per year until 1993 and thereafter \$1000.00 per year, increased annually from 1993 by an amount equal to the percentage change in the overall Cost of Living Index as published by the Bureau of Labor Statistics, Department of Labor, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index. Further, as additional consideration, by way of exchange of properties, continue to permit the City to use, possess, that part of Burlington Northern Railway lease # (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

It is mutually understood that the City has no assignable rights to this boat basin; and that the City desires to engage in certain studies relative to the necessity of continuing its use of the boat basin. To this end it is mutually agreed that the City may at any time notify Lessee of its desire to return the boat basin to Lessee and in that event Lessee's total rental hereunder shall increase to \$ 1,200.00 per year. Said rental is to be increased annually from 1981 by an amount equal to the percentage change in the overall Cost of Living Index as published by the Bureau of Labor Statistics, Department of Labor, or in the event the Department of Labor ceases to publish said Index, by any other similarly compiled Index.

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the 'demised premises'.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the 'demised premises'.

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on the 'demised premises' the same operated by another party, all subject to Lessee's approval, which approval has in part already been obtained. City reserves the right to continue this concession under joint control and approval of said concession's operations.

Lessee shall have the option to operate or purchase this concession in the event the present concessionaire ceases to operate, maintain, care for or otherwise breach or terminate his agreement with the City. In the event of assignment Lessee shall have a right of first refusal evidenced by said concessionaires co-signature on this lease.

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies.

Lessee covenants to do all that is reasonably possible to be done to refrain from doing any act or permitting any act to be done which would violate any commitment made to these agencies.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City harmless from any claim for injury or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor agrees to indemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the "demised premises".

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future maintenance of the same which may require permission from the United States Army Corps of Engineers and City specifically hereby grants its approval of the same.

VII. IMPROVEMENTS

Lessor and Lessee agree that no improvements shall be constructed on the 'demised premises' by either party without the prior written permission of the other.

- a. At the end of the term of this lease or any extension thereof, all permanent improvements constructed on the 'demised premises' shall inure to the benefit of and revert to the ownership of the Lessor;
- b. It is mutually agreed that the Lessor has reserved the right to construct a walkway to be located by the mutual consent of the parties hereto across the 'demised premises'; and
- c. It is also mutually agreed that the Lessee may, without further consent, construct a swimming pool on said 'demised premises'.

VIII. VALIDITY

In the event that any provision of this document is found to be invalid for any reason, it is mutually agreed that the remainder hereof shall remain in full force and effect.

It is further mutually agreed that in the event that all or any part of this Agreement should be found to be invalid for any reason, the parties hereto agree to renegotiate this document in good faith.

IX. RAILROAD APPROVAL

The parties hereto mutually acknowledge the restrictive covenant placed on the 'demised premises' and controlled by the Burlington-Northern Railway. The parties further acknowledge and agree with respect thereto, that nothing will be done on the 'demised premises' which might violate the restrictive covenants, to use the same for park purposes without prior written waiver and/or approval of the Burlington-Northern Railroad or its successor in interest.

X. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written notice thereof, this lease shall terminate.

LESSOR:

CITY OF SANDPOINT

Mayor, SALLY CUPAN

Approved:

KEITH SCHECKLER

LESSEE:

ROBERT A. COX

State of Idaho)
) ss.
County of Bonner)

On this ___ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared SALLY CUPAN, known to me to be the Mayor of the City of Sandpoint that executed the said instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NOTARY PUBLIC-State of Idaho
Residing at: _____

State of Idaho)
) ss.
County of Bonner)

On this ___ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared KEITH SCHECKLER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NOTARY PUBLIC-State of Idaho
Residing at: _____

STATE OF IDAHO)
)
County of Bonner) ss.

On this ____ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NOTARY PUBLIC-State of Idaho
Residing at: _____

5/21/81

Resolution -- What Court
opinion says Resolution
not binding

Sack Dalton --

Did we ever send
him all the documents?

Only question is
will lease violate
BOR grant agreement.

WPA Built, Corp.
of Eng raised
lease level.

Tensen & Mills have
given their proposed
charges to Cox lease.
Herndon concurs.

Having non-parties
sit in on negotiations
does not appear a
good idea. The publicity
is leaving false impression +

is detrimental to
City & Cox.

Phil will contact
Dalton and say
no meeting is
necessary -- will
delete from
description any
land on which
fed. funds were
expended.

- ① Is there an agreement a habeshore Enterprises -- not Cox -- in effect now?
- ② Is there a habeshore Enterprises?
- ③ Did Cox become owner of " ?

CONTRACT OF SALE

2066243

TRANSFORS: CHAUNCEY STARR and DORIS STARR, husband and wife,
ALBERT S. CANN and MARGERY S. CANN, husband and wife,
JONA GOLDRICH and DOBETTA S. GOLDRICH, husband and wife,
and SOL REST and CLARA REST, husband and wife.

GRANTOR: ROBERT A. COX

LOCALITY: In Bonner County, Idaho:

PARCEL 1: That portion of Government Lot 2 and the Northwest Quarter of the Southwest Quarter of Section 23, Township 57 North, Range 2 West of the Boise Meridian in the City of Burdette, lying between lines parallel with and distant 50 feet and 120 feet Easterly, measured at right angles, from the center line of the main track of Railway Company's Main line as now constructed, and between a line parallel with and distant 30 feet Southerly, measured at right angles, from the Southerly line of the City Dock and a line extending at right angles to said center line from the Northerly end (Measure's Station 857+31.5 in said center line) of Railway Company's Bridge Number 3.1 as now constructed over Sand Creek; except that portion lying within 30 feet from the center line of Church Street.

PARCEL 2: That portion of Government Lot 1 of Section 23, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho; lying East of the present Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the Northeast corner of the Northern Pacific Railway Company Bridge 3 to the near high water line of Lake Pond Oreille and West of the above described property in Parcel 1.

Together with all improvements thereon, consisting of a 23-unit metal building containing restaurant and lounge, 2 portable units each containing 4 hotel rooms, furniture, furnishings, equipment and fixtures.

DATE: January 21, 1972

IN CONSIDERATION of the following mutual agreements, CHAUNCEY STARR and DORIS STARR, husband and wife, ALBERT S. CANN and MARGERY S. CANN, husband and wife, JONA GOLDRICH and DOBETTA S. GOLDRICH, husband and wife, and SOL REST and CLARA REST, husband and wife, do hereby agree to sell and convey unto ROBERT A. COX,

the above described premises, and ROBERT A. COX agrees to purchase from Grantors the above

Steve Herndon: They have an assignment from Starr, et al, of any interest they have in City concession, permits, etc

Jensen & Mills

A T T O R N E Y S A T L A W

CHARLTON MILLS
Attorney at Law
Tax Attorney



TERRY L. JENSEN
Attorney at Law

517 NORTH 4TH AVE. SANDPOINT, ID. 83864
(208) 263-8538

*File
Agreement
Cox
City*

April 23, 1981

Steve Herndon
Attorney at Law
204 E. Superior
Sandpoint, Idaho 83864

RE: City - Robert Cox Lease of City Beach

Dear Steve:

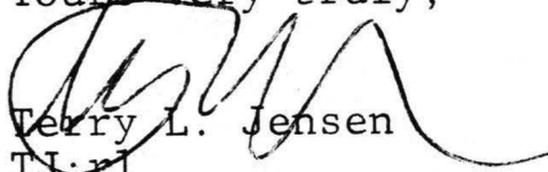
Keith Sheckler asked me to go over the lease between Mr. Cox and the City since it was contemplated that Keith would be signing this document.

I took the liberty to reword some of the language dealing with the moorage facilities to correctly reflect the fact that Keith had a lease agreement and a concession agreement with the City. Also, I tried to make it clear that all the parties were in agreement that the structures authorized by the Army Corps of Engineers permit were agreeable and that Keith would be controlling these structures. The language provides that any change in the permit or any substantial change in Keith's operation will be approved in advance by Mr. Cox, which, I understand, was your intention.

Enclosed please find a copy of the document with my revisions marked. The remainder of the proposed lease, I left unchanged.

If you have any other suggestions, please feel free to contact me.

Yours very truly,


Terry L. Jensen

TJ:rl

Enclosure

cc: Keith Sheckler
Phil Robinson ✓

4/23/81 109-40

Jack Dalton

Re: Cox lease

He got 6 pages from
Bruce Greene.

He needs some info --

Bruce sent 9 attachments --
and he wants to get
story straight before he
sends info to A.C.

Send him a copy
of Sheckler + signed
agreement.

They are worried
about breakwater +
docks. Also worried

about City Beach
area. Federal funds
were used there.

Out of City park --
go along railroad,
Delete breakwater
and he is O.K.

He is concerned
about the provisions ^{that}
give Cox firsts on Shebler
concession.

Send map showing
ownership of each --
include railroad track
right-of-way.

(2)

He wants a meeting
with Herndon, Greene,
Cox, Phil, Mayor, Shebler,
his attorney, Council,
May 4, 5 or 8 --
try to set up for a
day meeting --
Conference type.

109-40

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 20, 1981

ORDINANCE NO. 747
AND RESOLUTION NO.
5-81, SHORT PLAT
PROCEDURE CONTINUED

Councilman Currie	Yes
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By unanimous vote of the Council, Ordinance No. 747, passed its second reading.

LETTER FROM A.
JAMES CADDIS OF
BARRETT-FOLLEVAAG,
INC. REGARDING
APPRAISAL OF
BURLINGTON
NORTHERN PROPERTY

Mayor Cupan explained the letter the City received from A. James Caddis of Barrett-Follevaag, Inc., in regard to his estimated cost of an appraisal of the Burlington Northern property, which is the site of the new water filter plant. A question was asked regarding the possibility of hiring someone in the Sandpoint area to do this appraisal and it was answered that there is no one in this area that has an MAI title.

Councilwoman Cordes moved that Mr. Caddis of Barrett-Follevaag, Inc., be retained to make an appraisal of the land where the new water filter plant sits, as soon as possible. Councilman Venishnick seconded the motion and it passed unanimously.

AGREEMENT WITH
EDGEWATER LODGE
AND RESOLUTION
NO. 13-81

The Mayor noted that the City did not receive a copy of the new proposed lease with Bob Cox dba Edgewater Lodge until this date and it has not been reviewed by the City Council or the City Attorney.

Councilwoman Deshon moved that the lease with the Edgewater Lodge and Resolution No. 13-81, not be considered until Mr. Robinson, City Attorney, returns to his job. Councilman Lines seconded the motion and it passed unanimously.

Mr. Steve Herndon, Attorney for Bob Cox made a brief explanation of the changes made in this latest proposed lease as previously discussed at the special Council meeting on April 9, 1981. He pointed out that several additions have been made since then which include the following:

1. That the area east of the Edgewater shall remain available as a swimming beach to the public.
2. The term of the lease will be changed to tie in directly with railroad lease in the year 2011.
3. The rental clause shall read that the fee will be \$250 per year until 1993 and thereafter be \$1,000 per year, to be increased annually based on the cost of living index.
4. A paragraph has been added to include the grant funds received by the City in order not to violate the terms of any grants. Mr. Herndon has spoken with Jack Dalton of the Bureau of Outdoor Recreation, and sent him a copy of the lease.

Mr. Bruce Green commented that he also talked with Mr. Dalton, who said he would request an Attorney General's opinion regarding any possible violation of the provisions of the grants made to the City for improvements to the land.

Beach lease proposal to occupy City Council

4-17-81

By FRANK BOYETT
Staff Reporter

The Sandpoint City Council will consider Monday night a proposal to lease a portion of the City Beach to Edgewater Lodge owner Robert Cox, although city officials had not seen the proposed lease as of Friday morning.

Furthermore, because of medical problems, city attorney Phil Robinson will not be able to attend Monday's meeting to advise the council on specifics of the agreement.

However, Mayor Sally Cupan said the council has already decided on the "clearcut" provisions contained in the agreement, so there may be no need for the city attorney's presence Monday night. She added she does not know if the council will approve the agreement at the meeting.

"I assumed we'd have a draft in time to look at it before the council meeting," she said.

Cox's attorney, Steve Herndon, said

Friday morning that he had drawn up "my draft" of the lease and was preparing to talk it over with Cox before delivering it to the city's attorney later Friday.

A number of questions have been raised about the proposed agreement. Cupan said she has received "a number of (telephone) calls" from concerned persons. She added that most of the callers appeared to be misinformed in that they thought the city would be "selling the whole beach."

"It reached the ridiculous," she said.

However, at least two persons have made detailed objections to the proposed agreement based on documentation they obtained at the Bonner County Courthouse.

Attorney Bruce Greene and Archie Yager, head of the Sandpoint Independent Highway District, said they fear the lease will violate a provision in the deed by which the city obtained the City Beach.

A portion of the 1922 deed from the Northern Pacific Railroad to the city states that the City Beach must be used for park purposes. Violation of the provision could cause the entire City Beach to revert to the railroad's ownership.

City Attorney Phil Robinson said the reversion clause in the deed has definitely been a consideration of the City council.

"Sure we're concerned as to whether or not" the lease would trigger the reversion clause, he said. However, he said the 30-year lease to Cox would not necessarily violate the deed. Nevertheless, he added, any improvements Cox made could violate the deed. For that reason, he said, the city insisted on controlling what type of improvements Cox could make on the land.

The proposed lease, under the terms already agreed on by Cox and the council, would give Cox control of the portion of the park directly in front of the motel. Any improvements on the land would revert to city ownership at the

end of the lease period. Cox would also have an option to obtain the concession to operate the city docks if the present concessionaire terminates his agreement with the city.

Cox and his attorney claim the motel already has rights to use of the land under a concession agreement granted to Cox's predecessors by the city in 1958.

However, that claim is disputed by both Greene and Yager. They claim there is not proper documentation showing that the 1958 agreement was transferred to Cox.

Herndon, however, said he has a copy of an agreement that transfers the right to use the land to Cox.

"Mr. Greene has not found all the paperwork there is to be found," he said.

Several council members have said they are anxious to approve the lease because they fear Cox will sue the city. Robinson said the jetty and part of the boat docks were built on land Cox had

control over without his permission. Consequently, he said, Cox conceivably could bring suit. Last Thursday, the council went into a session closed to the public to discuss the proposed lease. The session was closed on the grounds there was a possibility the city could be sued.

Cox said, "I hope people don't stir this until it has to be resolved in a court of law."

Yager said he feels the City Council is being stampeded.

"He (Cox) hasn't got a lease, so he hasn't got a basis for a lawsuit," he said. "That's nothing but blackmail if they acquiesce to giving away public property through threat of a lawsuit. Anybody can sue. You can't keep a man from suing you. That's what you've got liability insurance for."

Both Greene and Yager said the rental to be charged Cox---proposed at \$250 per year---is not sufficient. They also

said Cox would suffer no harm if a lease was not signed.

"Mr. Cox has never been denied anything that he wanted to do down there," Yager said.

Cox said he "didn't think there'd be any controversy" over the proposed lease because it would not change substantially the present use of the land.

"If this gets to be a lot of controversy, I'll forget the whole thing," he said. "I personally thought we were doing the city a favor in clearing all this up."

Cox said the lease is simply part of a project to clean up his title to the motel property.

"It's just good business to have a clear understanding with people," he said.

He also said, "We're not going to do anything to get the city in trouble. Nothing will be done to cause a reversion. All the guarantees we can give the city will be in there."

4-17-81

OPINION

James Kilpatrick

Social Security: Toward a stable financial solution

WASHINGTON -- A House subcommittee last week took a deep breath, mumbled a prayer for political survival, and made the first intelligent move in many years toward rescuing our Social Security system from the mess it is in. The subcommittee voted gradually to increase the age at which full retirement benefits are paid from 65 to 68.

It was not a final vote. Before a bill is sent along to the full Ways and Means Committee, a dozen different formulas may be run through the computers. Tentatively, at least, the subcommittee also is thinking of removing the earnings limitation for all retirees over the age of 68. Under present law the limitation applies to persons over 72.

In any event, the hopeful signal is that such influential congressmen as J.J. Pickle of Texas, the subcommittee chairman, are prepared to think the unthinkable: They are thinking of a major change in the system by which millions of Americans enter retirement

soft euphemisms and plain sham that have characterized Social Security. The system is known formally as Old Age and Survivors Insurance, but the system never has constituted "insurance" as the term is generally used. The delicate word is that we make "contributions" to the program. These are not contributions, they are taxes. We are soothed by talk of "trust funds." There are no trust funds. Current benefits are paid from current taxes.

The realities are worse than the make-believe. The stunning tax increases voted in 1977 were supposed to make the system "solvent" or "actuarially sound," but those easy assurances already have proved hollow. When prospective benefits under present law are ranged against prospective revenues, we find an unfunded liability approaching \$1 trillion. That is for benefits to be paid to persons already born.

The factors that produce this melancholy picture contain no mysteries.

and more costly period. A complicating factor is that many workers aren't waiting for 65 to retire. They're retiring at 62 or 63. Forty-five years ago, when Social Security began, half of all males over 65 were working. Now only one-fifth of all males over 65 are working, and their retirement periods have increased by one-third.

In a study just released by the National Federation of Independent Business, Dr. Michael J. Boskin states the case bluntly. A vast part of Social Security is plainly and simply a transfer of income from the young and productive to the old and no longer productive. The implicit understanding that has kept the system from political collapse is that today's workers, who are now supporting their parents and grandparents, eventually will ride on the backs of their own children and grandchildren, and so ad infinitum.

That prospect is bound to hold diminishing appeal for new generations. At present three workers support

At some point both employees and employers may rise in political rebellion against an intolerable burden.

In some fashion, as Pickle's subcommittee is acknowledging, that enormous burden will have to be relieved. Dr. Boskin's chief proposal is to separate those benefits to which a retiree is entitled by reason of his own tax payments from those benefits that are financed out of current taxes. This would shift about two-thirds of the cost to the Treasury's general fund, but this would have the virtue of honesty. We would be treating welfare for what it is, to wit, welfare. He too recommends phasing in an extended retirement age, so that by 2000 or 2010, full benefits would not be paid until age 68.

Such an extension, by Dr. Boskin's estimate, would produce an extra \$170 billion in taxes, but more to the point, it would save about \$620 billion in benefits. If it's necessary to save a system that means so much to so many -- and it is necessary -- it will do us no

Letters to the editor

4-17-81

No lease needed

Last Thursday was the time scheduled by the Sandpoint City Council for discussion of the proposed lease of city land to the Edgewater Lodge.

The land to be leased, according to the written lease presented, started at and included the City Dock Road and the property to the south and east of the Burlington-Northern-200-foot right-of-way. It was stated at the meeting that the lease description was in error, that it included too much of the city land and that it would have to be redrawn.

Presumably the new lease will include "just the Dock Road and the lawn and beach in front of the motel."

From the way the beach is designed, landscaped, etc. most people assume that the lawn and beach in front of the Edgewater is private property, which it is not. The city acquired it by deed from the Northern Pacific Railroad at the same time it acquired the rest of the city beach land.

The council did not vote to sign the lease which had been presented. A new lease is being drafted which is to be presented for council consideration at the next regular meeting Monday. Obviously it will be difficult to receive public input on such a lease on such short notice. Even the city attorney has not yet received a proposed copy as of this time (Thursday morning).

The article in Monday's paper attributed a statement to the city attorney saying that state law allows the extension of a lease by resolution.

The statute is I.C.50-1409 "Leases -- The mayor and council may, by resolution, authorize the lease of any property not needed for city purposes upon such terms as may be just and equitable..."

To begin with, a resolution is **not** a lease, it may only **authorize** one to be prepared and executed.

More importantly, however, is the mandate that the property to be leased be **not needed for city purposes**. This "detail" has been completely overlooked by the city council.

In considering whether the land is "not needed" by the city the council must in good faith consider the following:

1.) The City's water intake and pump facility is located on the Dock Road. (In the previous proposed lease the city at least reserved the right of access to these facilities!)

2.) The Dock Road extension and some of the existing boat moorage facilities were built with public money from various grants. The express terms of such grants require that these facilities remain open to the public -- not leased out on however innocuous terms.

The lease previously proposed would be a violation of the terms of the grant, triggering various penalty provisions. I know because I checked with the department in Boise -- the city had neglected to even inquire. In fairness I

should add that I subsequently so informed city officials and was assured that prior to signing any lease such approval will be obtained from the grant sources. Between now and Monday that might be difficult.

3.) Does the city not need all the beach property it currently owns? Planning and zoning estimates that the city alone will have some 11,000 to 13,000 people by the year 2000, only 19 years away. The current committee for wastewater planning -- of which I am a member -- is also going on the assumption that the population will be approximately 11,000.

If the city does at least double in size will it not need all the park and beach space it can get?

The other requirement of the law previously referred to was that the terms of a lease have to be "just and equitable." If the council decides that that land somehow isn't needed by the citizens, then any lease must still be "just and equitable." To whom? The people of the city or to the lessee?

Hopefully the council is representing the interests of the city; private individuals usually represent their own interests more than adequately. In best protecting the citizens interest the council must in good faith consider many things, among them:

1.) Proposed income (rental). Is \$250 per year a reasonable income for that piece of lakefront land? Would any sane private businessman rent out that property at that rate for a 30 year term? Further down the road, for example, the city is leasing land from the railroad for its water plant. It's not nice beach frontage by any means and it costs the citizens \$7,000+ per year.

Now there are two additional considerations flowing back to the city, i.e., the city doesn't have to mow and maintain that piece of lawn and it also has the use of the boat basin to the south which it subleases from Mr. Cox, who in turn leases from the railroad.

The city apparently is at least considering giving up this sublease, since it was stated that the Edgewater's lease would go up if the sublease is abandoned at some future date. What is the value of the land the city proposes to lease out and what is the value of what it would receive in return?

2.) What is the term of the lease? The proposed lease would be for 30 years. Is there any city use which could arise during this time which would interfere with such long-terms lease?

Is there even any need to enter a lease, much less one for 30 years? If, as they claim, there already is a signed lease which is good until 1993 then what's the rush now? And where is that lease anyway? The city doesn't have it, nor is it recorded anywhere.

3.) What is the proposed use for the leased property? At least one of the proposed uses is to put in a swimming pool. A public pool or one closed to motel guests only? No mention is made on this or other important considerations.

4.) What are the ownership rights of the proposed lessee in the adjoining land? No one at city hall had even bothered to obtain a copy of the purchase agreement by Mr. Cox of the motel!

This would seem to be a prime factor, especially if the city is under threat of suit for breach of agreement. The agreement is recorded and does shed some light on the situation. In reading it specific mention is made that the purchase is of the motel buildings and of a railroad lease. No mention is made of any lease from the city.

5.) What harm would come to the lessee motel if no lease agreement is signed? Could its guests still use the public beach? I don't see why not. Would it go out of business (and thereby decrease local employment) if it didn't get the requested lease? I hardly think so.

Mr. Cox has been an intelligent and shrewd businessman. He has done a fine job at the Edgewater and its' services are excellent. In fact he and his family are personable and an asset to the community.

However, his interests are his alone and not necessarily those of the other city residents. Just because he is an asset to the community does not mean that a 30-year lease of city beach and park land should be granted him.

P.S. I don't own adjoining land. I've merely rented and am leaving the spot May 1. My rental far exceeded \$250 a year too.

Bruce Greene
Sandpoint

4-17-81

Duff is director of education with Narconon, a drug abuse treatment and prevention organization. He currently is under contract with Bonner County School District 82 to conduct drug education classes. He made his comments at the second of three drug awareness forums sponsored by Community Awareness, Inc.

Channeling individuals' time and interest into work, hobbies, interpersonal relationships and other "natural highs" is the only permanent solution to drug abuse, he said. He listed his work and marriage among the highs which have allowed him to stay "clean."

"I like working, which I didn't know that I liked because I never did it" while abusing drugs, Duff said.

Although Duff said he hopes enforcement efforts continue, locking up drug abusers won't solve the problem, he asserted.

"We can arrest people until we turn blue" and the problem will remain until abusers "alter the high" by replacing the temporary drug high with the more enduring satisfaction of personal goals, he said.

While some elements of society are trying to throw the brakes on the nation's drug intake, others are spending millions of dollars to keep it rolling, Duff said.

teachers or my parents," he said.

A drug is a drug, Duff said, and should be considered as such even if its use is widely accepted.

"Don't split alcohol from drugs, don't split legal drugs from illegal drugs, don't justify your own drug use" by distinguishing it from others' he said.

"If you come home and drink a beer, it's because you want to feel different," he said.

Regardless of their classification, all drugs act in three basic ways at varying dosages, Duff said. First they stimulate the body, then they depress it and eventually will cause death. Depressant drugs may have a stimulating effect at low dosages, while conventional stimulants, such as amphetamines or caffeine, will cause depression if consumed in great enough quantity, he said.

The depressant effect of drugs causes loss of memory in varying degrees, depending on the amount used. Loss of memory people experience during extreme intoxication from alcohol is an example of such memory loss. Since much of education is the transferring of stimuli from the environment into the memory, "Education cannot happen in the presence of drug use, I

terminated as of July 1.

A "Parenting workshop" is among programs planned before the cut-off. Community group representatives will be trained in coping with problems modern parents face and can pass on those

he said.

Harry Mitchell, prevention officer with the Bonner County Sheriff's office told the audience of the office's efforts in drug abuse prevention.

BRIEFS

Vets advice available

Sandpoint Disabled American Veterans can get quick answers to their questions about veteran benefits Saturday when the DAV van stops at the Excell Food Store on Fifth Avenue.

Experts on veterans benefits will be available for consultation from 10 a.m. to 6 p.m. Saturday. The free service is available to any disabled veteran, not just DAV members.

Those planning to visit the representatives should bring their military discharge papers, VA claim numbers or Social Security numbers.

Lions play Easter bunny

The Easter Bunny and the Lions will be out Saturday morning to help Sandpoint area youngsters celebrate the annual holiday.

The Lions Easter egg hunt will begin at 10 a.m. at the Lakeview Park. Youngsters are reminded that the "early bird gets the eggs," and a prompt arrival at the park is strongly advised.

A total of 2,400 candy eggs will be hidden at War Memorial Field, near the Bonner County Historical Society Museum and elsewhere in the park. Children ages 1 to 12 are welcome.

Some gold-foiled eggs will be hidden and can be exchanged for 25 cents with the Lions Club.

The Lions Club of Bonners Ferry is also sponsoring an egg hunt at 1 p.m. Sunday at the fairgrounds for Boundary County youngsters. Children up to age 10 will hunt for 1,152 colored Easter eggs.

Abridged oath taken

BOISE (UPI) — House Speaker Ralph Olmstead said all state representatives formally swear to uphold the U.S. and state constitutions, but he and two others didn't give an oath this year to uphold state statutes.

The Twin Falls Republican said House members take a "constitutional oath" verbally, swearing to uphold the state and national constitutions.

But the oath representatives sign — and which is filed in the secretary of State's office as required by state law — says the legislators swear to uphold the constitutions and the "laws" of the state.

Olmstead and Reps. Rusty Barlow, R-Pocatello, and Arthur Isaac, R-Mountain Home, signed oaths this year in which the reference to supporting the statutes of Idaho was removed.

Junior Miss program Saturday



elly Kreisher

vious year due to the city of local groups, als and businesses, a Junior Miss oman. The total is

oint's new Junior ll participate in the als in Moscow Nov.

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4/17/81

Memo

From

MAYOR SALLY L. CUPAN

To File:

Re: Bob Cox agreement
(Lakeshore Enterprises)

Called Jim Poulson, Bureau
of (334-2284.) ~~Recreation.~~

He asked that we call
Jack Dalton.

All portions that have
state and federal money
invested.

State -- cannot charge
water ways money

Fed -- City ^{state land + water} must retain

tenure & ownership so
public can use it; so
cannot offer lease.

CITY OF SANDPOINT
City Hall — 110 Main St.
SANDPOINT, ID 83864
(208) 263-3158

They want to review
any document with their
legal Counsel --
channel through
Jack Dalton.

1-667-1511

Beach lease

4/13/81

Council leases land at Edgewater

By FRANK BOYETT
Staff Reporter

The Sandpoint City Council Thursday night, after going into a closed session for about 30 minutes, agreed to lease the portion of the City Beach directly in front of the Edgewater Lodge to motel owner Robert Cox for \$250 per year.

The council worked out details of the lease agreement in the closed session with Cox and his attorney, Steve Herndon. Idaho law allows governmental bodies to conduct closed sessions to discuss matters involving a "general public awareness of probable litigation."

The council has been negotiating a lease with Cox for the past year. City officials have expressed fears Cox would sue the city because the city built the jetty and city water system pump house near the motel in violation of prior agreements with Cox.

"He (Cox) has all the balls in his court at this time," council member Rod Thurlow said after a council meeting last month.

In addition to the rental of \$250 per year, the city also will receive use of the boat basin at the City Beach. However, the council has considered releasing its claim to the boat basin back to Cox. Under the lease terms agreed on, Cox's rent would then rise to \$1,200 per year plus a proportionate increase based on the rise in the U.S. Department of Labor's cost of living index from 1981 to the time the city gave the boat basin back to Cox.

At the end of the two-hour session, Mayor Sally Cupan told Gary Peitsch, chairman of the Bonner County Waterways Advisory Committee, that the two entities should get together and discuss whether the boat basin should remain in public control.

"This is mostly a young council and if communication was poor in the past," she said, it should be improved.

Earlier in the meeting, Pietsch had rebuked the city for allowing the boat basin to deteriorate.

"Over a period of the past half-dozen years there's been no maintenance down there," he said, adding the basin has become clogged with silt and the floating dock is in "deplorable condition."

'Over the past half-dozen years there's been no maintenance down there,' says Pietsch

"The planking has rotted so badly it really represents an extreme hazard to the public," he said.

He added the waterways committee is adamantly opposed to turning the basin back over to private control since between \$25,000 and \$30,000 of waterways money has been invested in improvements there.

"I'm pretty much taken aback by the city's stated position that they just want to give that up," he said.

In the past, leases between Cox and the city have been proposed but none was found acceptable by both parties.

Under the conditions agreed on at the meeting, Cox may not build any permanent structure on the land without the consent of the council and any improvement could not violate a provision in the city's deed to the beach property that requires the land to be used for park and recreation purposes.

Other conditions agreed on

include:

--The city will retain rights to a walkway across the leased land.

--Any improvement built on the land will revert to city ownership at the end of the lease period, which is 2011.

--Cox may build a swimming pool on the land, but only with the permission of the council and the Burlington Northern Railroad. All of Cox's properties in the area of the City Beach are leased from the railroad. His lease from the railroad also ex-

property the city may very well want to use," he said. He added the city is under no obligation to sign a lease with Cox.

City officials, however, disagree. In fact, they consider the lease to be drawn up as simply an adjunct to an existing lease.

In 1958, the city first made a 10-year agreement giving Cox's predecessor control of the land in front of the Edgewater. In 1963, there was an attempt to renegotiate the lease to extend it to 30 years--or 1993. The council passed a resolution to that effect, saying that a new lease should be drawn up. However, a lease was never drawn up, or if it was, it was never recorded.

Consequently, Green claimed the lease expired in 1968--10 years after the original agreement was signed.

However, City Attorney Phil Robinson said even though the 1963 lease was never recorded, state law allows the extension of a lease by resolution. The 1963 resolution simply extended the 1958 agreement, he said, especially in light of the fact that both parties have generally been complying with terms of the 1958 agreement.

Meanwhile, Cox said he was pleased with the council's decision.

"It needed to be cleared up so everybody knows what everybody is doing," he said. He added if no new lease is drawn up, he would stand to gain and the city to lose.

His customers could continue to use the public beach in front of his motel, he said. "and I wouldn't even have to mow it anymore." Furthermore, he said, he would gain "exclusive use" of the boat basin.

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The agreement also provides that Cox and the city will "jointly direct and control public access" to the leased land. However, that provision did not meet the approval of Bruce Green, who owns land near the City Beach.

"That's great for lawyers," Green said, while waiting for the council to come out of executive session. "What the hell is joint control?"

Green also claimed the city is rushing into an agreement that may not be necessary.

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4-13-81

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4-13-81

...likely to launch atomic war during the two hours the president was under anesthesia. The contingency never arose.

Nevertheless, the grim possibility served to focus attention on Mr. Bush and to think of him in terms of presidential command. The vice president is an able, attractive, thoroughly modest man with wide experience in government. He has yet to demonstrate that body of political principles and convictions with which Mr. Reagan has long been identified. The Reagan program demands, in a word, Mr. Reagan. No

If an assassin is truly determined to try for a president, only luck will prevent a mortal wound. We cannot seal a president in a White House vault. Presidents must make public and social appearances; presidents must travel; they must take risks as part of the job. All the Secret Service can do is sensibly to minimize the risks.

No system of data retrieval yet devised could have protected Mr. Reagan against his assailant 14 days ago. No gun control law ever drafted could have prevented John W. Hinckley Jr. from

spurt in Mr. Reagan's approval ratings. Class tells. He will lose some fights on particular budget items, but he will not lose the war. To survive danger, to walk tall, to laugh in the face of death -- this is the stuff of which legend is fashioned. For a considerable time the cartoonists will have to direct their malice somewhere else, probably toward Secretary of State Alexander Haig. We are not likely to hear much talk in the future of Mr. Reagan as nothing but an ex-actor. The role he played was for real, and he played it superbly.

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Jack Anderson

Will Mafia backers hinder drug probe?

WASHINGTON--The House Select Committee on Narcotics Abuse and Control is supposed to investigate the connection between dope smuggling and organized crime. But there is some question whether the committee's new chairman, Rep. Leo Zefferetti, D-N.Y., is the right man to crack down on the Mob.

He probably owed his re-election last year in part to the efforts of the International Longshoremen's Association in his Brooklyn district. And the ILA's connection to organized crime has been termed "a national disgrace" by Justice Department crime fighters.

The ILA local in Brooklyn was headed by the notorious Tony Scotto, recently convicted of racketeering and tax fraud in New York. The local contributed \$3,341.77 to Zefferetti last year through its political action committee.

According to political sources in Brooklyn, Scotto's dock workers also turned out poll watchers and campaign workers for the 53-year-old congressman. Zefferetti barely survived the Reagan landslide last November, and the longshoremen were important to his re-election.

Scotto is identified in Justice Department documents as a "capo" in the Carlo Gambino crime family; he controlled the Brooklyn and Staten Island waterfronts. Even after his conviction, the ILA did nothing to punish him. The New York Waterfront Commission finally forced his removal, but in his place the union appointed Scotto's

-- William Boyle, international vice president.

-- Cleveland Turner, president of Local 1418 in Miami and member of the ILA's executive board.

-- James Vanderwyde, coordinator of the union's Atlantic Coast District.

-- Landon Williams, an international vice president, executive board member and president of Local 1408 in Jacksonville, Fla.

-- Though not indicated in connection with racketeering, Douglas Rago, vice president of Miami Local 1922, has a long felony record and has been identified as a high-ranking member of the Genovese family. He answers to Anthony "Fat Tony" Salerno.

Congressman Zefferetti, of course, cannot be held responsible for the skulduggery of officials in a union whose rank-and-file live in his district and worked to elect him. And accepting money from a union with ties to organized crime doesn't forge a link between the congressman and the underworld. But it raises a serious question of his fitness to investigate Mafia matters.

Zefferetti insists there's no problem. He told my associates Vicki Warren and Lucette Lagnado that the ILA's support will in no way obstruct his "war on drugs." Zefferetti said: "I'll go after anyone trafficking in drugs, even if they contributed to my campaign."

WHITE HOUSE PIPELINE: Doing a "second take" for the cameras is no sweat for an old Hollywood pro. A group of congressmen visited President Reagan the other day to present this

questions

Mother? Is the other allergic to the phrase, "Just a Housewife?"

Of course.

I suspect more women feel judged than are actually being judged. After the women I met here complained

continued Mob con-

Memo

4/10/81

From

MAYOR SALLY L. CUPAN

To File:

Bruce Green came in
to say he had called
BOB, talked w/ Poulson,
who said to leave any
portion to Cox on which
BOB funds were ex-
pended would violate
the grant and ~~and~~
~~the~~ City would have
to refund grant.

~~What~~

CITY OF SANDPOINT
City Hall — 110 Main St.
SANDPOINT, ID 83864
(208) 263-3158

He still is
not happy about
amount of rental.

We should write
RR about purchasing
reversionary interest.

MINUTES OF
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 9, 1981

OPENING

Mayor Cupan called the special meeting of the Sandpoint City Council to order at 7:30 P.M.

ROLL CALL

The following Council members were present: Lines, Thurlow, Deshon and Cordes. Councilman Currie and Venishnick arrived at a later time.

PROPOSED COUNTY
ORDINANCE FOR
SOLID WASTE
DISPOSAL

Councilwoman Deshon moved that the City contract with the County for disposal of the City's solid waste at the approved County land fill, and the fee to be based on the City's proportion of the total County population. Councilman Thurlow seconded the motion and it passed unanimously.

The Mayor instructed the Clerk to prepare a letter to the County Commissioners to notify them of the City's intent and will be contacting them after the new Finance Officer is here to discuss how the City proposes to make payment.

PROPOSED LEASE
WITH EDGEWATER
LODGE

At this time the public was given the opportunity to speak regarding the lease between the City of Sandpoint and the Edgewater Lodge. Mr. Gary Pietsch of the Water Ways Commission commented on the boat basin being utilized and stated that the Commission was dissatisfied with the way the City has developed and maintained it in the past. He also pointed out that there is a dock in such poor condition that it represents an extreme hazard to the public.

Mr. Steve Herndon, Attorney for Mr. Bob Cox, owner of the Edgewater Lodge, stated that he and Mr. Phil Robinson, Attorney for the City, have worked closely for the last six months to put together a proposed lease that is agreeable to all parties. He pointed out several problems and incongruencies and stated that if this matter is not resolved soon, it could possibly lead to litigation. He also wanted to make clear that the railroad has to approve whatever happens to this property in the future.

Mr. Bruce Green inquired about the specific purpose of this meeting. Is it to define what the actual existing agreement is or to enter into a new lease agreement? He questioned the status of any agreements now in effect.

The Mayor explained the purpose of this meeting and there now appears to be the possibility of litigation.

PROPOSED
EXECUTIVE
SESSION

Councilwoman Deshon moved that the Council go into an Executive Session as authorized by Idaho Code 67-2345(f), to consider and advise the City's legal counsel in regard to pending or probable litigation. Councilwoman Cordes seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Abstain
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

MINUTES OF
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 9, 1981

By unanimous vote of the Council, the motion passed.

EXECUTIVE
SESSION

Mayor Cupan recessed the special Council meeting for the purpose of holding an Executive Session. A formal objection was made by Frank Boyett, of the Daily Bee. The City Attorney advised that the Council was within legal authority to go into an Executive Session. During the Executive Session the Council discussed the City's prior licenses, concession agreements, and leases with Lakeshore Enterprises and its predecessors, and avoiding possible litigation.

Councilman Thrulow moved that the Council reconvene the special meeting. Councilman Lines seconded the motion and it passed unanimously.

Mayor Cupan reported to the public that the Council discussed the problems that could result from litigation and they have come to a consensus on the proposed terms of the lease.

Mr. Phil Robinson, City Attorney, read the following proposed amendments to the lease:

1. A lease be entered into with the Edgewater as lessee.
2. The term of that lease will extend to the year 2011.
3. There will be no construction or permanent structures or improvements made on the leased property without the prior mutual consent of the City and the lessee.
4. That if the City surrenders the boat basin to the Edgewater, the lease price will increase to \$1200 per year plus the CPI computed from 1981 to date of surrender of the boat basin back to the Edgewater.
5. Any improvement or construction on the leased property must not violate restrictive provisions of the deed from Burlington Northern.
6. All improvements or construction would revert to the City free of any claim by lessee.
7. The City will retain the walkway from the edge of the curb to the north boundary of the leased property to provide for public crossing.
8. The legal description of leased property will be amended to show only that portion in front of the Edgewater Lodge.
9. That prior permission of the Council and the railroad has been given for construction of an uncovered swimming pool will be a part of this lease.

MINUTES OF
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON APRIL 9, 1981

PROPOSED LEASE
WITH EDGEWATER
LODGE CONTINUED

Mr. Robinson asked that if these terms are acceptable to the Council and the Mayor, that a motion be made to accept the lease at this time. He and Mr. Herndon will then prepare a final draft to be submitted with a resolution at the next Council meeting.

Councilman Lines moved that the amendments to the proposed lease be approved and that the new lease be adopted by resolution at the Council meeting on April 20. Councilman Venishnick seconded the motion and it passed unanimously.

BOAT BASIN

Mayor Cupan informed Mr. Pietsch that the City would like to discuss the boat basin and needed improvements with the Water Ways Commission, so that a mutually satisfactory agreement can be reached.

Councilman Thurlow agreed to be the Council representative with the Water Ways Commission to coordinate the resolving of the boat basin problems and the needed improvements.

ADJOURNMENT

Mayor Cupan adjourned the special meeting of the Sandpoint City Council.

SALLY L. CUPAN, MAYOR

ATTEST:

FLORENCE M. CARTER, ACTING CLERK

By Bruce Sherr
April 8, 1981

Considerations

1) Does the city ever want to leave the land to Edgewater?

a) How many more people will want to use the beach in the coming year? Current estimates say the city alone will just over double in size w/in 20 yrs. This does not even include the increase in population in the surrounding part

of the country. Later in the development of the city or on the whole lake area that matter. Once leased out as proposed then for practical purposes the city no longer will have use & access there.

c) The tendered rent of \$250/yr. is ridiculous and of no benefit to the city. Would not that use be better left for the use and benefit of the citizens as a whole? It can readily be incorporated into the existing beach use as minimal - if any - cost.

Eventually the beach proper, the parcel and the dock road itself can all be utilized and managed together as a unit. With the centralized parking one could take their children to the kiddie pool, they could

walk to the boat ramps, they could swim on the beach, picnic on the lawns or go to the sailboat concession stand, fish, etc. The place can be used to the benefit of all concerned if some reasonable planning is adopted now. If the intervening lawn & beach is leased out to Edgewater, however, then access can be greatly disrupted for integrated use. That is, parking is already insufficient on the dock road and definitely will be inadequate w. the new dock additions. A sidewalk or bike path linking the areas would be dependent on Edgewater permission, which again could be quite uncertain. For example if it felt too many people crossed the lawn, used the beach, etc. it could simply (and legally) fence its leasehold from the public. Or, major construction would certainly be quite feasible on that part of the city land with a long term lease. Many events can be foreseen which would deny the citizens use of the property altogether and not just as a "bridging" piece of land.

- 2) Will the Edgewater be hurt if the land is not obtained by them?
- A) No, their patrons would still also have free, unencumbered use of it.
- B) Financially they would not have the lease pmt. burden & they would not have the maintenance expense. However, they would not have the free and unfeathered use of city property which could be used for their private gain, but such is not their entitlement anyway.
- C) The dining platform built last year could either remain as is until no longer useable or it could be purchased by the city and removed if deemed necessary.

Problems w. Tendered Lease

- 1) Lessee - an individual whose rts. expire on his death, or a corporation which theoretically is perpetual?
- 2) Description. As is covers the dock road & docks, includes the entire public beach clear down to the metal RR bridge overpass. Even extends out into lake to meander line.
- 3) Recitals :

Mentions Spd.'s deed restrictions that beach be used for recreation purposes only under penalty of forfeiture. Is lease to motel for \$ realistically considered "recreational" or is there chance to lose that ground entirely?

Claimed that "substantial investments" made to leasehold for improvements / maintenance. Only "improvement on property is the wood dining platform set out last year, not on any substantial foundation, covered, etc. Only other maintenance has been mowing lawns, gen. cleanup as necessary. Do the taxpayers owe a debt to them for their use of such valuable land?

Claim that Edgewater has aided development & maintenance in surrounding area. No reason to deny that ^{they} run fine motel & dining facility & perhaps contributes (as do other businesses) to civic projects. Admirable but no reason to give away public land.

Conclusion that "in best interests of public..." to enter lease. Unsupported by reasonable analysis of what's requested and what city to get in return. Generally stated, the city gives up the ~~lawn~~ ^{dock road} and beach unless

and until the Edgewater loses the lease w. the RR. In exchange the city gets \$250/yr and the questionable right to use the boat basin which was built w. taxpayer money to begin with!

Lease p. 2

II Term. How long is current RR-Edgewater lease? As worded this lease could run forever, in effect permanently alienating land.

III Rental
= \$250⁰⁰ year? What is the FM Value of that beach property? Would any prudent businessman lease such land (indefinitely) for such a nominal sum? City holds the land as a public trust for its citizens.

- Edgewater admits it has no assignable st. to boat basin. City not guaranteed anything much less of value. Lease from RR terminable on 30 days notice anyway as on charter right of way.

- city doesn't even know if wants to continue use of boat basin. If not then how much \$ to be charged Edgewater? Annual in-

crease in rent sounds OK. but if start from nominal sum then get nowhere fast.

IV. > at least city reserves rts. to new water system (A)

(B) Public access for recreational purposes. Rt. reserved to city so long as reasonable & consistent w. necessary security and safety...

Does not give public access, and only gives city rt. so long as "reas. necessary." Joint ~~access~~ rights to direct access means what?

(C) Moorage.

Again, joint control equals what? Compensation? Liability?

(D) Public Grant Funds. \$ received was specifically and unequivocally contingent upon facility being owned and operated by and for the public.

Leasing all the property to a motel can hardly be considered as other than an obvious breach by the city, triggering mandatory repayment of \$ + penalty and interest. City can hardly afford such a "good deal."

V. Indemnification. Inadequately

worded.

VI Dock. Granting blank permission w/o even knowing what's anticipated.

VII Default. Need more definite language.

Considerations (if even want lease)

A Leaves Edgewater completely unfettered to build on beach property as sees fit and w. no compensation to citizens of Spt. Must be covered in any lease signed. What would happen in construction & foreclosure of lien? Land liable so as to preclude rts. of citizens.

B No provision as to assignment of lease rts. What if sells out to some less benevolent outfit who does want to shut out the public?

C No provision for insurance. Fine to state who may be liable but must have ins. to guarantee pmt. / indemnity.

M E M O

TO: COUNCIL MEMBERS
FROM: MAYOR CUPAN
RE: SPECIAL COUNCIL MEETING ON APRIL 9, 1981
DATE: APRIL 3, 1981

This is a reminder of the Special Council meeting scheduled for April 9, 1981, to discuss the Edgewater Lease. It will be at 7:30 P.M.

At the County Commissioners meeting held on April 3, 1981, on Landfill costs for Solid Waste Disposal, the Commissioners presented a proposed ordinance that they intend to pass in the near future. They must have an answer from the City on our decision of how we will pay our share of disposal costs. We are therefore, scheduling this matter for April 9, 1981, at 6:30 P.M.

There are copies of the proposed ordinance available at City Hall if you would like to look it over before the meeting next week.

ITEM _____ OLD BUSINESS

PROPOSED ~~LEASE~~ AMENDMENTS BETWEEN CITY AND LAKESHORE ENTERPRISES.

Agreement

1. First question to be answered is whether the Council intends to discontinue leasing the old boat basin area from Cox. If question cannot be readily resolved, it will go to next workshop.

2. If the Council does vote to relinquish the old boat basin, the question arises on an increase in the ^{conclusion} ~~lease~~ payment from Lakeshore Enterprises. The Ways & Means Committee has recommended increasing the rent to \$1,200 per year.

3. Question of amended ^{Agreement} ~~lease~~. Do the provisions meet with the Council's approval? Has the City Attorney compared the leases and does the proposed lease represent compilation into one instrument of terms and conditions contained in the various, previous leases?

Another question: Shall term of Cox lease go to 1993 and then be renewed by City or shall it coincide with BN lease and run to 2011?

? Default Clause, weak?

Not Dated

4/81

X City could ask for
the permit from
BN for old boat basin
instead of w/ Cox

X Rental raised

X We have a voidable
lease and he would
waived objections to
breaches by now.

Cancel lease &
make it pub. part.

which is based on unemployment rates, amounts to \$2.1 million, he said.

The public service CETA program was "designed to take up the slack in the unemployment line by putting people to work" in government and

of the Senate budget committee which will soon address the President's proposal, said Andrew Schirrmeyer, press secretary for the senator.

Schirrmeyer said Tuesday Symms believes it is "absolutely essential" that the President's

had a noticeable effect. As a result of the freeze, vacancies which occur in a CETA public service position may not be filled and any positions which governments had planned to fill with CETA workers at the time of the freeze may not be filled, said Ken Haessly,

set. As: one per must "p But ir of the C major Yaryan CETA w

3/17/81

More information sought on Boyer industrial plan

By FRANK BOYETT
Staff Reporter

In wending its way through a lengthy Monday night agenda, the Sandpoint City Council postponed a decision whether to allow a recycling plant to be built on North Boyer Avenue--a fate that about a half-dozen other items also met.

The recycling plant, to be built on city land presently leased by P&E Woodworking, would create automotive fuels from wood waste, according to Michael Burt, originator of the project. Burt was asking the city to allow the plant to be built under the land's present zoning, which is light industrial. The city Planning and Zoning Commission had already heard the proposal and recommended that the project be allowed.

However, the council postponed a decision after members said they felt they didn't have enough information about the process to decide whether it would fall under light industrial zoning or heavy industrial.

Several council members asked if the process would create odors, noise or water or air pollution.

"We have nothing that could be defined as an undue contaminant of the environment," Burt said. Nevertheless, the council asked for more information--such as, are any similar plants already in operation?

Burt said no, pointing out that the process has only recently become economically feasible.

However, he noted that the plant proposed here is one of about 40 that are planned nationwide.

Burt also promised cooperation with the city in supplying any requested information about the process.

Decisions were also postponed on two ordinances that have been kicking around for the past several months. One ordinance, which would de-annex Dog Beach, was postponed to make sure the legal descriptions contained in it are correct. The other ordinance, which would create a short plat procedure for subdivisions of less than five parcels, was delayed to allow the city planner to add some new material to the ordinance.

The council also declined to act on a lease agreement between the city and the Edgewater Lodge that has been in negotiations for about the past year. The lease would simply streamline the present situation, according to comments made at the meeting. Currently, the Edgewater leases lake frontage in front of the lodge from the city. In return, the city leases the old boat basin from the firm. The main details to be worked out are the length of the lease term and the amount of money the Edgewater will pay the city.

The council also sent back to the Parks, Beach and Buildings Committee a request from the Friends of the Trees and the Bonner-Boundary Arts and Crafts Guild to lease Triangle Park

for art fairs and farmers' markets.

The committee will be responsible for working out a rental fee and agreement. Apparently, about half of the audience of 40 were members of the two groups since about that number left the meeting after that item was discussed.

The council also postponed consideration of an agreement between the city and the accounting firm of Jackson, Messuri and Bates. The Caldwell firm has offered to complete the city audit and help city officials set up accepted accounting procedures. A preliminary audit done by the firm, released late last year, led to the removal from office of the former city clerk-administrator.

In other matters Monday night, the council:

---Instructed the city planner to proceed with a proposal for the city to acquire about 6,000 feet of lake frontage just north of the City Beach. The owners of the land, Ross Hall of Sandpoint and Wells McCurdy of Seattle, have offered to donate half of the land's value to the city. Federal and state grants, if the city can obtain them, will pay for the other half of the acquisition.

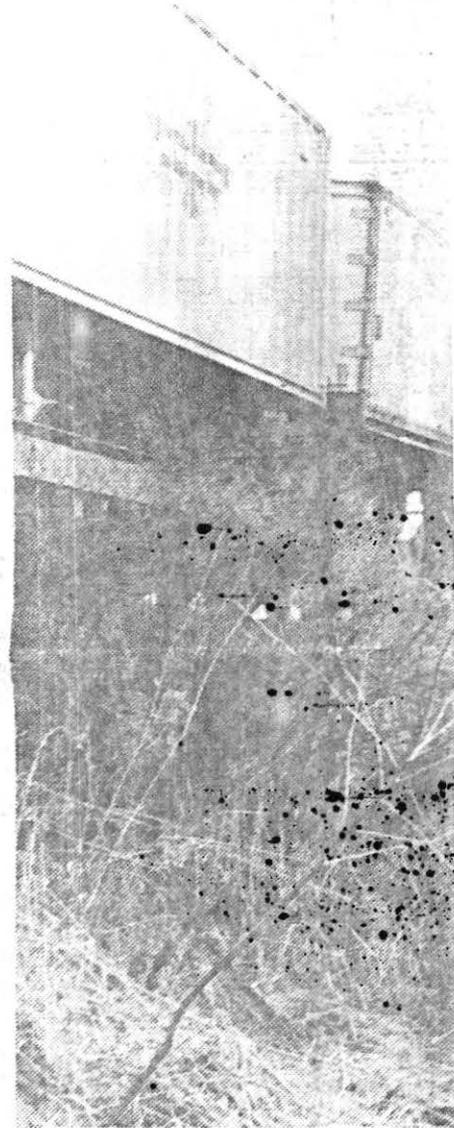
---Waived water charges for the summer months to Bonner County School District 82 for the irrigation of playing fields that will be used in the city outdoor recreation programs.

---Approved a 3 percent increase in garbage pickup rates.

Weather

SANDPOINT AND VICINITY-- Fair today and Wednesday. Winds westerly 5-15 miles an hour. Chance of rain zero through Wednesday, high today 50, low tonight 26 and high Wednesday 55. Schweitzer snowpack: 33 inches at the lodge, 67 on top.

VOLUME XV.



Bee/Eddie Sue Judy

WRECK near th and se Mont.,

Conservation plan unveiled

PORTLAND, Ore. (UPI) — The acting chief of Bonneville Power Administration today announced a seven-point \$400-million five-year program he said would acquire 300 average

thermal resources."

He estimated cost of the energy acquired through the conservation program as two cents per kilowatt hour.

The program includes:

— A home energy efficien-

years.

— Incentives to design and build more efficient passive solar homes in six cities. He did not name the cities.

— A pilot program to offer

McClure says

3-17-81

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON MARCH 16, 1981

MINUTES OF THE
PARKS, BEACH AND
BUILDINGS
COMMITTEE MEETING
HELD ON MARCH 3,
1981

Mayor Cupan read several letters in support of the proposed Farmers Market in Triangle Park. Also Steve Bishop, of The Friends of the Trees, had a sign-up sheet with 150 signatures on it in favor of the Farmers Market.

Mayor Cupan referred this matter to the Parks Committee to discuss with the representatives of the Farmers Market and draw up a proposed lease using the sample on file.

Councilman Venishnick moved that the minutes of the Parks, Beach and Buildings Committee meeting held on March 3, 1981, be accepted and filed with the clerk. Councilman Currie seconded the motion and it passed unanimously.

MINUTES OF THE
PUBLIC SAFETY
COMMITTEE
MEETING HELD ON
MARCH 2, 1981

Discussion was held in regard to the application for a Detective License from Charles A. Curtis. It was noted by Mayor Cupan that a form for a license has been drawn up to be used from now on. Police Chief Wilcox noted that the three people currently holding licenses are not going to renew them so this will be the only one.

Councilman Lines moved that Charles A. Curtis DBA Northland Security, be approved for a Detective Agency License and a Detective License. Councilman Venishnick seconded the motion and it passed unanimously.

Councilman Currie moved that the minutes of the Public Safety Committee meeting held on March 2, 1981, be accepted and filed with the clerk. Councilman Venishnick seconded the motion and it passed unanimously.

BEER AND WINE
LICENSE APPLICATION
FROM BILL NANCE

Discussion was held in regard to the application from Bill Nance for a Beer and Wine License and the possibility of approving it upon condition that he not receive the actual license until all the necessary steps have been completed and he receives his state and county license.

Councilman Currie moved that, in this case only, Bill Nance's application for a Beer and Wine License be approved upon condition of approval of the State Liquor Department, Public Safety Committee, and the recommendation of the Chief of Police. Councilman Venishnick seconded the motion and it passed unanimously.

MINUTES OF THE
WAYS AND MEANS
COMMITTEE MEETING
HELD ON MARCH 10,
1981

Lengthly discussion was held in regard to the lease with the Edgewater Lodge. Mr. Steve Herndon, Attorney for Bob Cox, owner of the Edgewater Lodge, commented on the latest proposed changes and expressed a desire to have this matter resolved as soon as possible as it has been going on for some time. The main problems seem to be with the terminology in regard to the use of the land, the date of expiration of the lease, and the relinquishing of the old boat basin.

Mr. Cox, Phil Robinson, and Mr. Herndon expressed their desire to set a date as soon as possible with the Council to sit down, discuss the remaining problems and write up the final lease agreement.

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON MARCH 16, 1981

MINUTES OF THE
WAYS AND MEANS
COMMITTEE MEETING
HELD ON MARCH 10,
1981 CONTINUED

Councilman Currie moved that the Council accept the proposed lease concept with the questioned details to be worked out between the attorneys, with the question of the relinquishment of the old boat basin to be resolved at a later time. Councilman Venishnick seconded the motion. Councilman Currie requested a roll call vote and the results are as follows:

Councilman Currie	Yes
Councilman Lines	No
Councilman Venishnick	Yes
Councilman Thurlow	Absent
Councilwoman Deshon	No
Councilwoman Cordes	No

By majority vote of the Council present, the motion failed.

Councilman Lines moved that a workshop be scheduled as soon as possible. Councilwoman Cordes seconded the motion and by majority vote of the Council, the motion passed.

Mayor Cupan advised the Council that there is a file in the office available for them to read and review. The workshop will be set up and everyone notified.

Councilman Venishnick moved that the workshop scheduled for the preceding motion also be a special Council meeting in order to act on this matter. Councilwoman Cordes seconded the motion and it passed unanimously.

Councilman Venishnick moved to pass over the recommendation regarding the old boat basin in the minutes of the Ways and Means Committee meeting, held on March 10, 1981, and file the minutes with the clerk. Councilman Currie seconded the motion and it passed unanimously.

MINUTES OF THE
FINANCE COMMITTEE
MEETING HELD ON
MARCH 10, 1981

Mrs. Anne Cordes, Chairman of the Finance Committee advised that she had examined the bills for February and found them to be correct and due.

Councilman Venishnick moved that the February bills be approved and paid. Councilman Currie seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the Budgetary and Expense Report for the month of February be approved. Councilman Venishnick seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the recommendation to investigate the trash barrel pick-up bill, find out how many barrels are missing, and decide how many to replace and where to locate them, be approved. Councilwoman Cordes seconded the motion and it passed unanimously.

Mayor Cupan noted that the recommendation regarding the trash collection at the City Pound had already been resolved.

Phil

3-13-81

This is the new
Edgewater Lease.

Please review &
Comment.

Mrs. C

3/16/81

1. Needs set term of lease
2. Needs amount of rent (lease)
payment if surrender
least lease -
3. lease payment increases
if keep least lease?

V/R

PHR

*We have progressed from
a license & concession agreement
to a lease.*

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED

PREMISES: That certain parcel lying East of the East
Sideline of Burlington Northern Railway
Lease # (N.P.) 92552 bounded on the North by the North
edge of "City dock road", on the South by a line drawn
east from the North and East corner of the (Northern
Pacific) Burlington Northern Railway Company bridge No.
3, and on the East by the meander line of Lake Pend
Oreille at elevation 2051 feet above mean sea level.

RECITALS

WHEREAS, the City owns the above described property in fee by
reason of a deed from the Northern Pacific Railway Company, subject to
use for recreation purposes, and

WHEREAS, Lessee operates a Motel, a lounge and a restaurant on
certain real property adjacent to and West of the above described
'demised premises', and

WHEREAS, Lessee and his predecessors have invested substantial *what?*
sums of money on maintenance and improvement on the 'demised premises'
pursuant to an agreement with City dated September 10, 1958 together
with several modifications, ^esupplements, and an extension thereof, and *specify?*

WHEREAS, the City is now and for sometime has been engaged in the
improvement of the general area in and around the 'demised premises' for
recreational purposes, and

WHEREAS, Lessee and his predecessors have aided in the development
and maintenance of the civic area located in and around the 'demised
premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development
and maintenance of the civic area located in and around the 'demised
premises', and

WHEREAS, said future development and maintenance is for the best
interests of the public and should be of benefit of all residents of the
City, and

WHEREAS, City by Resolution passed August 18, 1980 has ordered that
a lease intended to clearly set forth the status of the demised premises
be prepared,

NOW THEREFORE, in consideration of the foregoing purposes and the
following mutual covenants and agreements the parties agree as follows:

City had control of improvements proposed prior documents.

I. LEASE

?

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein.

II. TERM

Amend

This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway lease # (N.P.) 92552 and all subsequent extensions, supplements, amendments, renewals and novations thereof.

III. RENTAL

As rental Lessee shall pay \$250.00 per year, plus as additional consideration, by way of exchange of properties, continue to permit the City to use, possess, that part of Burlington Northern Railway lease # (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

It is mutually understood that the City has no assignable rights to this boat basin; and that the City desires to engage in certain studies relative to the necessity of continuing its use of the boat basin. To this end it is mutually agreed that the City may at any time notify Lessee of its desire to return the boat basin to Lessee and in that event Lessee's total rental hereunder shall increase to \$ ~~7200~~ + CPI per year. Said rental is to be increased annually by an amount equal to the percentage change in the overall Cost of Living Index published by the Bureau of Labor Statistics, Department of Labor.

Cox has a "30 day" permit? Permit runs for what period?

What happens if water delays money went into it?

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the 'demised premises'.

See Maurice + Mark about this.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to

What does this mean -- be more specific.

jointly direct and control public access to the 'demised premises'.

Need to assure public access?

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on the 'demised premises', the same operated by another party, all subject to Lessee's approval, which approval has in part already been obtained. City reserves the right to continue this concession under joint control and

Loose

All depends on existence of a valid agreement

Must be for public use?

Scheckler's lease +
Concess. Agreement says:

approval of said concession's operations.
Lessee shall have the option to operate or
purchase this concession in the event the present
concessionaire ceases to operate, maintain,
care for or otherwise breach or terminate
his agreement with the City. In the event
of assignment Lessee shall have a right of first
refusal evidenced by said concessionaires
co-signature on this lease.

Does Scheckler agree?

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made
improvements on the 'demised premises' with funds
obtained from various governmental agencies.
Lessee covenants to do all that is reasonably possible
to be done to refrain from doing any act or permitting
any act to be done which would violate any commitment
made to these agencies.

Tighten up.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities
owned by Lessee on the 'demised premises'. Lessee further assumes all
risk for and agrees to insure, indemnify and hold City harmless from any
claim for injury or damage arising out of any activity carried on by
Lessee or condition created by Lessee on the 'demised premises'. Lessor
agrees to indemnify and hold Lessee harmless from any claim for injury
or damage arising out of any activity carried on by Lessor or its
assigns other than Lessee or any condition created by Lessor or its
assigns other than Lessee on the "demised premises".

Beef up

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises'
and contemplates future maintenance of the same which may require permission
from the United States Army Corps of Engineers and City specifically
hereby grants its approval of the same.

City needs to
retain right
to control

VII. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed,
and such default shall not be remedied within a reasonable time after
written notice thereof, this lease shall terminate.

This is too
loose.

LESSOR:

CITY OF SANDPOINT

Mayor, SALLY CUPAN

Approved:

KEITH SCHECKLER

LESSEE:

ROBERT A. COX

State of Idaho)
) ss.
County of Bonner)

On this ____ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared SALLY CUPAN, known to me to be the Mayor of the City of Sandpoint that executed the said instrument and acknowledged to me that such City executed the same.

NOTARY PUBLIC-State of Idaho
Residing at: _____

State of Idaho)
) ss.
County of Bonner)

On this ____ day of _____, 1981, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

NOTARY PUBLIC-State of Idaho
Residing at: _____

Bruce Greene:

- ① Concerned about barring public
- ② Construction & foreclosure of lien?
- ③ loss of public use w/ no adequate compensation
- ④ Assignment of lease -- on what basis?
- ⑤ No provision for insurance & proof of

MINUTES OF
WAYS AND MEANS COMMITTEE MEETING
HELD ON MARCH 10, 1981

The regular meeting of the Ways and Means Committee was convened at 5:30 P.M. on March 10, 1981, by Joe Venishnick, Chairman. The following member was present: Anne Cordes.

The committee RECOMMENDS that if the Council votes to relinquish the old boat basin to Lakeshore Enterprises, the lease rate be increased to \$1,200 per year, with the same termination date of 1993.

JOE VENISHNICK, CHAIRMAN

Mo
2
That recommendation etc
be (dis)approved.

Mo 1 to pass of min.
2 Cu

TO

Joe Venishnick

FROM

Jan

Ways & Means

VERY IMPORTANT

SUBJECT LAKESHORE ENTERPRISE LEASE

DATE 3 / 10 / 81

MESSAGE

If the Council votes to relinquish the old boat basin and increase the rent, we MUST have a recommended figure, according to Phil Robinson. (to be considered at the next Council meeting)

App.

SIGNED

Jan

REPLY

3-10-81

W+M Comm. recommends relinquishing the old basin to Edgewater. Suggest \$1200 ~~500~~ / yr as new lease rate w/ same termination date (1993) J.W. Chron.

SIGNED

DATE / /

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY

109-40
Edgewater

V. LAND LEASED FROM BURLINGTON NORTHERN FOR NEW FILTER PLANT

Mr. J.J. Gordon, property manager for the Burlington Northern has pointed out in his letter to the Mayor that a complete M.A.I. appraisal of the Filter Plant property must be made to accurately determine its value.

Mo Des

RECOMMENDATION: That the Council immediately investigate the cost of hiring a qualified M.A.I. appraiser and if monies are available in this year's budget to cover the cost, then the City should proceed with this appraisal as soon as possible. If not available, the money for this purpose should be designated in next year's budget.

12
11
Edgewater

VI. CITY BEACH LEASE WITH EDGEWATER LODGE

See Lease

Before these lease problems can be resolved, the City needs to decide if it wants to retain its lease on the Old Boat Basin. The Water Ways Commission is opposed to the City relinquishing this lease.

RECOMMENDATION: Before the City makes such a decision the Council should hold a workshop to:

1. discuss what present and future (City lease expires in 12 years in 1993) value this area has for the City.
2. discuss what improvements would be required.
3. make a cost analysis of these improvements.
4. decide the source for payment of these costs.
5. discuss whether it would be of more value to the economic base of the City to let this area revert to the Edgewater Lodge for development with private funds.

VII. OWNERSHIP AND USE OF CITY SHOP LAND

In reference to a letter dated February 10, 1981 from the Sandpoint Independent Highway District, the City needs to research the history of the ownership of the City Shop Land. At the same time the City needs to research the desirability and cost of relocating the City Shop.

RECOMMENDATION: Council should hold a workshop when the information is available.

VIII. ROAD EASEMENT REQUEST FROM SYRINGA DEVELOPMENT

A request has been received from Syringa Development for an easement across City property on Baldy Road in the vicinity of the City Rifle Range. Since this road would eventually become part of the County road system, the committee sought the advice of the County Engineer. The County would like to see a 60-foot width surveyed with a plan and profile of centerline, no broken back curves, maximum grade 6% and 200-foot minimum radius before an easement is granted.

Jack Smith

RECOMMENDATION: That Syringa Development be required to submit a proper survey before the City can consider the request for an easement.

Mo, Rene Ed Cardes
M...

_____ Chairman

MINUTES OF
SANDPOINT CITY COUNCIL WORKSHOP
HELD ON FEBRUARY 12, 1981

The meeting opened at 7:00 P.M. and the following people were present: Mayor Cupan, Joe Venishnick, Teresa Deshon, Bert Lines and Anne Cordes. Also present was Gary Pietsch, Chairman, Water Ways Commission.

Informal discussion was held with Mr. Pietsch regarding the proposed uses for the "old Boat basin" lying to the south of the area used by Lakeshore Enterprises as a trailer park, the money so far expended by the Water Ways Commission to improve the area, and future plans.

Mr. Pietsch pointed out that public funds have been used in the past to improve this and adjacent areas. The original concept was to provide transient moorage for over-nighters and day moorage. A number of years ago there had been a contract with Sandpoint Marina to maintain and manage the area; however, he does not believe this ever came to fruition and the contract expired. The long floating dock, by the concrete pier, is virtually shot; and the Commission has no money to repair it. Fred Kennedy, a member of the Commission, believes it can be salvaged by replacing some of the logs and adding new decking. Mr. Pietsch believes an assessment should be made of what would be required to rejuvenate the dock and the cost involved. The dock does provide protection to the concrete pier, plus it can provide some additional needed moorage.

Mr. Pietsch feels there is validity in providing additional and convenient transient boat moorage, although the need has lessened some by the development of the Wind Bag. He and Mr. Dunn, Parks Director, have looked at the area and discussed augmenting the moorage with finger piers if financing can be found. If the area is developed, the problem of free-loaders must be addressed, because it was never the intention to provide free, uncontrolled boat moorage. We might look to installing parking meters for boats, as has been done in other areas, with the proceeds going into a dedicated fund for beach upkeep. Parking tickets could be sold for placement on the boat windshield; if the ticket expires, the boat owner would be given another parking ticket as is done with over-time parking of vehicles. Policing of the parking would have to be provided; perhaps it could be assigned to the meter monitor.

Mr. Pietsch said he and the Water Ways Commission are opposed to relinquishing the City's lease on the old boat basin. He also believes the City and the Water Ways Commission should work together in planning for shoreline development, not only at the beach but along Sand Creek. There is a need to protect these areas and allow for appropriate development and uses. A definite plan for allowed usages in designated areas of the City Beach should be developed. These plans should also be incorporated into any proposed construction by the State Highway Department.

It was the general concensus that joint meetings with the Council and Water Ways Commission should be scheduled and work on formulating plans begun.

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON JANUARY 19, 1981

ORDINANCE NO. 741-
ESTABLISHING TERMS
OF OFFICE FOR
APPOINTED CITY
OFFICIALS

Councilman Thurlow moved that proposed Ordinance No. 741 fail its second reading. Councilwoman Cordes seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Absent
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By 2/3 vote of the Council, the motion passed.

CONSIDERATION OF
AMENDED LEASE WITH
LOUISIANA PACIFIC
ON BALD MOUNTAIN

Councilman Venishnick moved that the Louisiana Pacific Lease as presented be approved. Councilman Lines seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Absent
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By 2/3 vote of the Council, the motion passed as authorized by Resolution No. 39-80.

CONSIDERATION OF
AMENDED LEASE WITH
LIONS CLUB ON BALD
MOUNTAIN

Councilman Venishnick moved that the Lions Club Lease on Bald Mountain be approved. Councilman Lines seconded the motion and a roll call vote of the Council resulted as follows:

Councilman Currie	Absent
Councilman Lines	Yes
Councilman Venishnick	Yes
Councilman Thurlow	Yes
Councilwoman Deshon	Yes
Councilwoman Cordes	Yes

By 2/3 vote of the Council, the motion passed. The City Attorney was asked to forward both leases to the respective lessees for approval.

WEST SIDE
LOCATION STUDY

Joe Haynes, J-U-B Engineering, gave a progress report on the West Side Location Study. A preliminary report will be presented to the Council and there will be one more public hearing. A report will then be made to the State Transportation Board, who will then take final action.

LAKESHORE
ENTERPRISES

Discussion was held regarding the Lakeshore leases with the City especially the amount of adjustment of the rental rate in the event the City does not retain the use of the old boat basin. The Council requested a workshop with the Waterway Committee, Lakeshore Enterprises, their attorney, and the City Attorney in the near future to discuss it.

ROBERT A. COX

Lakeshore
Enterprises

401 South First Avenue
Phone: 263-2582, Home
263-7613, Business
Sandpoint, Idaho 83864

The attached map includes a general description of the portion of Edgewater lease #92552 from Burlington Northern subleased to the City of Sandpoint for a boat Marina.

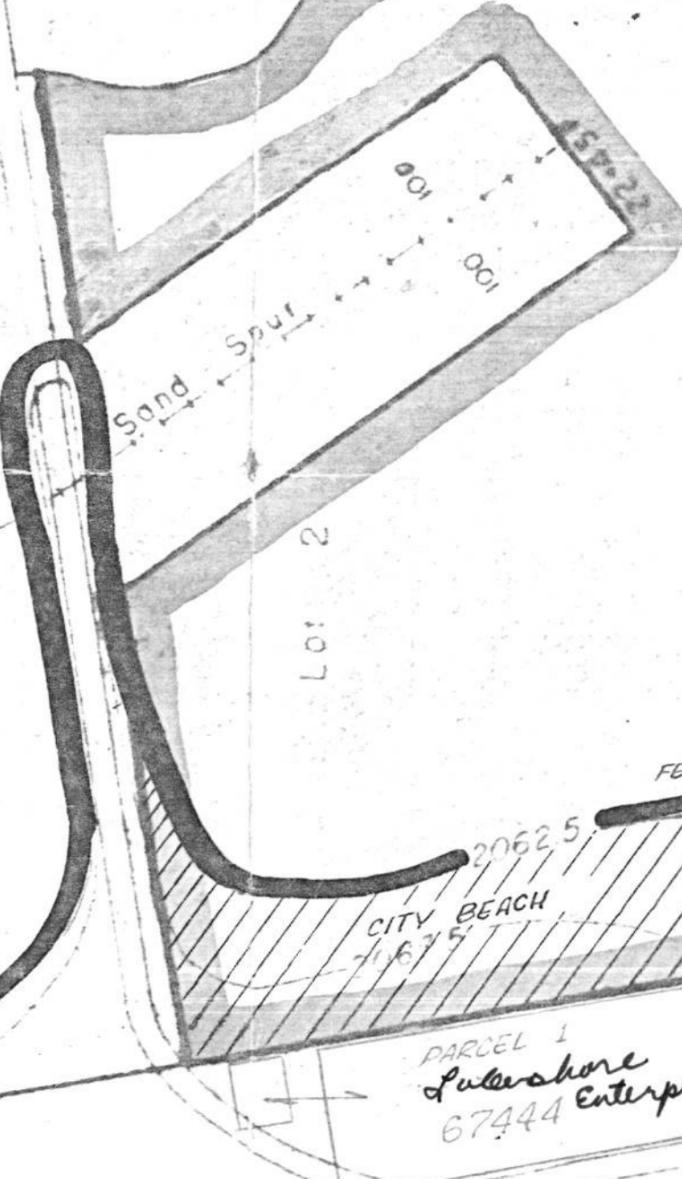
The area includes portion excavated plus a 50 ft. access.

Bob Cox

CITY DOCK

T. 57

L1277-E

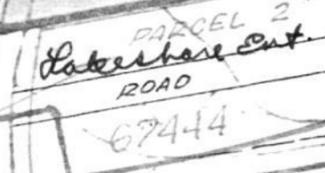
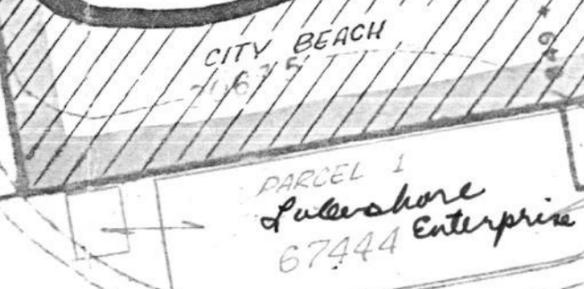


Basin

SANDPOINT CITY PARK

MT STATES POWER CO

Basin



Indicates general area

842 + 65

850 + 193

851 + 00

L1274-E

0-1100
3E

0 1500
-3E

Indicate area of old boat basin City may consider relinquishing under Lakeshore Enterprises lease.

Law Offices of
STEVEN L. HERNDON
Riverside Building, Suite 5
204 E. Superior - P.O. Box 1326
Sandpoint, Idaho 83864
Telephone: (208) 263-2108

December 16, 1980

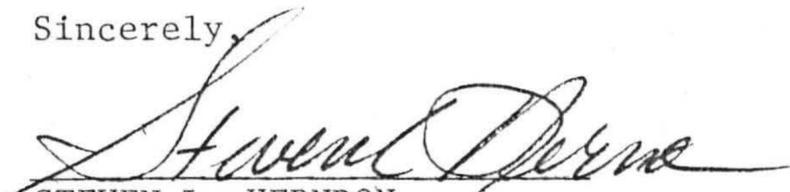
Mr. Phillip Robinson
Bonner County Deputy Prosecutor
Bonner County Courthouse
Sandpoint, ID 83864

RE: City of Sandpoint - Cox Lease

Dear Phil:

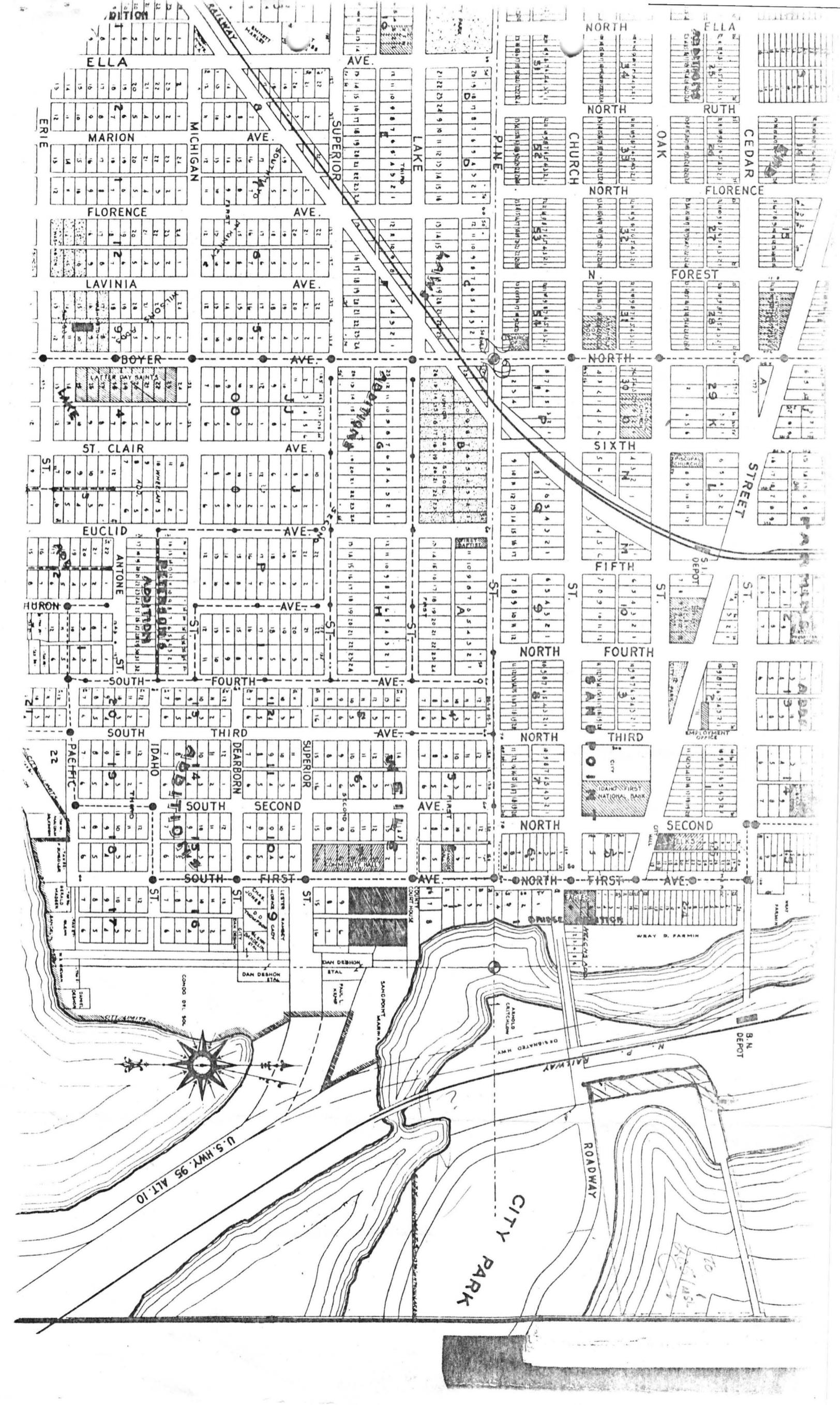
Enclosed herewith is a map showing outlined in red basically the area that is intended to be covered by the Cox Lease. Because lease description has traditionally been tied to old boundary lines, I would recommend including reference to this map in the legal description and attaching a copy of the map to the lease itself as controlling the legal description. If I can be of any further help, please let me know.

Sincerely,


STEVEN L. HERNDON

SLH/b

Encl.



ERIE

ELLA

MARION

FLORENCE

LAVINIA

ST. CLAIR

EUCLID

HURON

SOUTH

SOUTH

SOUTH

SOUTH

ST.

ST.

ST.

ST.

ST.

ST.

ST.

MICHIGAN

AVE.

LAKE

PINE

CHURCH

NORTH



U.S. HWY. 95 ALT. 10

CITY PARK

ROADWAY

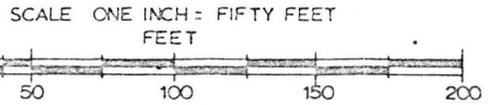
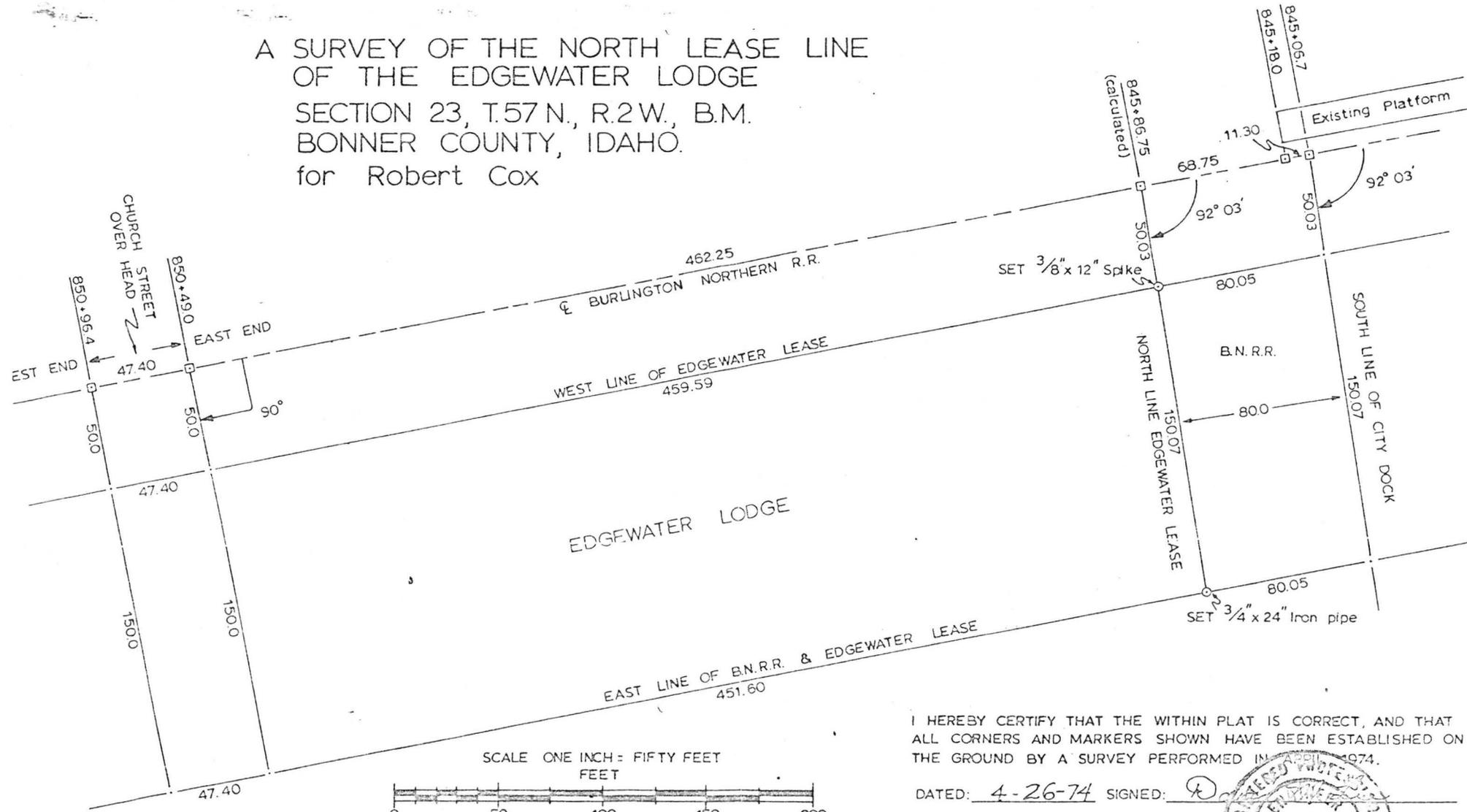
RAILWAY

RAILWAY DEPOSIT

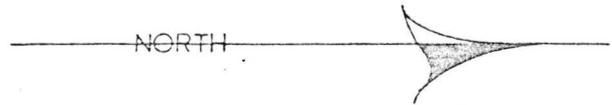
DAN DEBORN ETAL

ANTONIO

A SURVEY OF THE NORTH LEASE LINE
 OF THE EDGEWATER LODGE
 SECTION 23, T.57 N., R.2 W., B.M.
 BONNER COUNTY, IDAHO.
 for Robert Cox

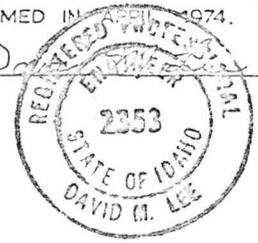


- — CORNER SET AS NOTED
- — RAILROAD & STATION POINTS FROM B.N.R.R. PLANS
- — POINTS NOT SET



I HEREBY CERTIFY THAT THE WITHIN PLAT IS CORRECT, AND THAT ALL CORNERS AND MARKERS SHOWN HAVE BEEN ESTABLISHED ON THE GROUND BY A SURVEY PERFORMED IN APRIL 1974.

DATED: 4-26-74 SIGNED: [Signature]



M E M O

123.03.F

TO: FILE
FROM: MAYOR CUPAN
RE: LAKESHORE ENTERPRISES
FILE NO. 123.03F
DATE: NOVEMBER 21, 1980

On November 17, 1980, at 6:00 P.M., the full Council met with Robert Cox and Steve Herndon. The City passed a Resolution on August 18, 1980, to consolidate the various Lakeshore Inc., leases with the City into one clear, concise instrument.

The Administration Committee had expressed concern about the term of the lease being tied to the term of the lease with Burlington Northern. The City's current lease with Cox goes to 1993; the Cox lease with Burlington Northern goes to 2011.

Philosophy behind having the two leases coincide was that without the Burlington Northern lease the Edgewater would cease to exist, so need for a lease from the City would die at any termination of the Burlington Northern lease. Also, as long as the Edgewater exists, they have to be concerned about what happens on the strip of land in front of the Edgewater.

This led to the second concern of the Administration Committee - the consideration paid for the lease. The Committee felt provision should be made to allow for an increase in lease payment at the end of 1993. Is \$250 a month a reasonable sum for the leased property?

Cox felt something in the way of an escalation clause could be included, but they do not want placed in a position where some future Council could charge an outrageous rental in 1993.

Further, the \$250 rental is tied to Cox giving the City use, free of charge, of the old boat basin. If the City relinquishes the old boat basin, the new agreement should provide for increase in rate. It was observed that the City has made little use of this property so far, so a question to be answered is, does the City want to retain the right to use the old boat basin? At one time the City had the area excavated but apparently no further activity has occurred. The Edgewater would be more than willing to resume control of the property.

Another question to be answered is how any changes will affect the area where the trailer park is located.

Cox also pointed out that they have assumed all maintenance of the area in front of the Edgewater; the public does have access and use it; they keep it free of litter and although they could, by terms of the lease, charge the City, they never have. They also have the option to install a swimming pool on the land.

MEMO CONTINUED

Another concern that Cox has is avoiding any further encroachments by the City. For one instance, Cox was told by the City when Eitzman was Mayor that the new City water line and pump house would not be more than 3 feet above the water level. The agreement was never kept and the City constructed the existing breakwater and pump house. (It lacks esthetics and obstructs the view.) What could be done about improving the appearance?

The City entered into the grant for docks and a lease with Sheckler which led to further encroachments. Therefore, they feel if Sheckler terminates, they must have first right to assume his lease.

They do not want to get into a lawsuit situation, but neither do they want to be subjected to further encroachments.

Discussion was also had in regard to the City installing and maintaining the road to the old boat basin as a loading and unloading area. We would need to decide on feasibility.

In summary Robinson and Herndon will confer and draft the following proposals:

1. Rental clause, taking into consideration adjustment of the rate in the event the City does not retain use of the old boat basin.
2. Causing Burlington Northern and the City leases with Edgewater to coincide with an escalation in 1993.
3. Any other provisions indicated by workshop discussions.

As soon as the draft is prepared, the Council will meet in another workshop with the attorneys.

The Council would also like copies of the map showing areas leased.



Sally L. Cupan, Mayor

SC:jj

cc: Phil Robinson

Sally

M E M O

TO: Council Members
FROM: Mayor Cupan
RE: Council Workshop
DATE: November 13, 1980

This memo is to remind you of the Council workshop scheduled for 6:00 P.M., Monday, November 17, 1980. The first item on the agenda is to meet with Mr. Bob Cox and Mr. Steve Herndon in reference to the lease with Lakeshore Enterprises, Inc. This proposed lease was previously provided to you.

The second item on the agenda is discussion of the recommended changes to the Employee's Policy. Please refer to the memo I sent you dated October 17, 1980.

Please be prepared for this workshop as the Council meeting will start promptly at 7:30 P.M.

cc: Phil Robinson, City Attorney
Richard Brower, City Administrator/Clerk

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON OCTOBER 20, 1980

MINUTES OF
PUBLIC SAFETY
COMMITTEE
MEETING HELD
ON SEPTEMBER
29, 1980
(CONTINUED)

Councilwoman Deshon moved that Louise Tucker, Scandinavian Yarn and Embroidery Shop, 107 Church Street, be sent a letter that she will have to comply with the present sign ordinance. Councilman Lines seconded the motion and it passed unanimously.

Councilwoman Deshon moved that the minutes of the Public Safety Committee meeting held on September 29, 1980, be accepted as filed with the Clerk and that the recommendations be approved. Those recommendations are as follows: 1) Approval for Transamerica to install a 6 foot by 6 foot sign at 326 North First Avenue. 2) That a resolution be drawn up establishing a charge for each beer, wine and liquor license transfer. 3) That the State Highway Department be contacted in reference to providing a place for pedestrians to cross Highway 200 at Michigan and Boyer. Councilman Currie seconded the motion and it passed unanimously.

MINUTES OF
PUBLIC WORKS
COMMITTEE
MEETING HELD
ON OCTOBER
7, 1980

Councilman Venishnick moved that the Superintendent of Public Works be given permission to trade-in the 1970 Ford 4500 Autodig Backhoe on a new backhoe. Councilman Thurlow seconded the motion and it passed with the majority of the Council voting in the affirmative. Councilman Lines voted in opposition.

Councilman Venishnick moved that the minutes of the Public Works Committee meeting held on October 7, 1980, be accepted as filed with the Clerk. Councilman Thurlow seconded the motion and it passed unanimously.

MINUTES OF
ADMINISTRATIVE
COMMITTEE
MEETING HELD
ON OCTOBER
1, 1980

Richard Brower, City Clerk, was instructed to write a letter to Mrs. Grace Parsons, 710 Ruth Street, and inform her that her application for the S.C.R.U.B. program could be resubmitted to the Administrative Committee with the current information if she wants to reapply.

The Council will hold a workshop to discuss the lease with Lakeshore Enterprises for the property located in front of Edgewater Lodge.

Councilman Venishnick moved that the Council instruct the Police Department to document all hazardous corners and that the City follow-up immediately with letters to the property owners. After a set period of time, if the owner does not cooperate, the City should eliminate the hazard at the owner's expense. Councilwoman Deshon seconded the motion and it passed unanimously.

Councilman Venishnick moved that the minutes of the October 1, 1980, and the October 6, 1980, Administrative Committee meetings be accepted as filed with the Clerk. Councilwoman Deshon seconded the motion and it passed unanimously.

RESOLUTION NO.
34 - 80
RELOCATION OF
SPOKANE
INTERNATIONAL
RAILROAD TRACKS

Resolution No. 34 - 80 Relocation of Spokane International Railroad Tracks was read at length in its entirety.

Councilman Venishnick moved that Resolution No. 34 - 80 be adopted as filed in the Resolution Book. Councilwoman Deshon seconded the motion. A roll call vote of the Council was taken. By majority vote of the Council, Resolution No. 34 - 80 was adopted. Councilman Lines and Councilman Thurlow voted in opposition.

ADMINISTRATIVE COMMITTEE MEETING

October 1, 1980

Those attending: Bert Lines, Chairman
Anne Cordes, member

I. REVIEW OF S.C.R.U.B. APPLICATIONS

A review was made of all applications that had been submitted since the Committee met in September with the following results:

Approved: 4
Rejected: 8

II. LEASE OF CITY LAND IN FRONT OF EDGEWATER LODGE

Committee requests a meeting with the City Attorney for background information.

ADMINISTRATIVE COMMITTEE SPECIAL MEETING

October 6, 1980

Those attending: Bert Lines, Chairman
Anne Cordes, member
Phil Robinson, city attorney
Ken Finney

I. BALDY GRAVEL PIT SITE ROAD IMPROVEMENT

Bill Moody requested, via Ken Finney, permission to improve the section of road that runs across the southeast corner of city-owned property at the Baldy Gravel Pit site. This road runs from Baldy Road past the rifle range to private property beyond.

Since Mr. Finney was not certain of the location or nature of the proposed work, the committee asked that Bill Moody stake out where he intends to do the work. Then Bert Lines will inspect and report back.

II. LEASE OF CITY LAND IN FRONT OF EDGEWATER LODGE

The Committee finds items II (Term) and III (Rental) unacceptable and recommends that the lease be returned to the City Attorney for reworking.

III. BLIND INTERSECTIONS

A recent Texas Supreme Court ruling increases the need for cities to eliminate hazardous corners at intersections. The Committee recommends that the Council instruct the Police Department to document all hazardous corners and that the City follow up immediately with letters to the property owners. After a set period of time, if the owner does not cooperate, the city should eliminate the hazard at the owner's expense, as is already accomplished through the weed removal procedure.

Bert Lines Chairman

TO

ADMINISTRATIVE COMMITTEE

FROM

Mayor's Office

~~100-08~~

109-40

SUBJECT Proposed Lease with The Edgewater Lodge

DATE 9 / 9 / 80

MESSAGE

Please consider the attached proposed lease with The Edgewater Lodge at the next Administrative Committee meeting.

SIGNED Sally L. Cupan

REPLY

SIGNED

DATE / /

Rediform® 45 472

Poly Pak (50 sets) 4P472

SEND PARTS 1 AND 3 WITH CARBON INTACT - PART 3 WILL BE RETURNED WITH REPLY.

DETACH AND FILE FOR FOLLOW-UP

ADMINISTRATIVE COMMITTEE

FROM: Mayor's Office

Subject: Proposed lease with The Edgewater Lodge

DATE: 9 / 9 / 80

MEMORANDUM

Please consider the attached proposed lease with The Edgewater Lodge at the next Administrative Committee meeting.

Sally J. Green

SECRET

DATE

SIGNED

SEND PAGE 1 AND 2 WITH CAPTION SUBJECT AND 3 WITH REPLY TO WITH LETTER

Re: 9/22/80

10/1/80

DETACH AND FILE FOR FOLLOW UP

LEASE

LESSOR: City of Sandpoint, Idaho
A Municipal Corporation
Hereinafter referred to as "City"

LESSEE: Robert A. Cox, d/b/a
The Edgewater Lodge

DEMISED

PREMISES: That certain parcel lying East of the East
Sideline of Burlington Northern Railway
Lease # (N.P.) 92552 bounded on the North by the North
edge of "City dock road", on the South by a line drawn
east from the North and East corner of the (Northern
Pacific) Burlington Northern Railway
Company bridge No. 3, and on the East
by the meander line of Lake Pend Oreille
at elevation 2051 feet above mean sea level.

RECITALS

WHEREAS, the City owns the above described property in fee by
reason of a deed from the Northern Pacific Railway Company, subject to
use for recreation purposes, and

WHEREAS, Lessee operates a Motel, a lounge and a restaurant on
certain real property adjacent to and West of the above described
'demised premises', and

WHEREAS, Lessee and his predecessors have invested substantial
sums of money on maintenance and improvement on the 'demised premises'
pursuant to an agreement with City dated September 10, 1958 together
with several modifications, supplements, and an extension thereof, and

WHEREAS, the City is now and for sometime has been engaged in the
improvement of the general area in and around the 'demised premises' for
recreational purposes, and

WHEREAS, Lessee and his predecessors have aided in the development
and maintenance of the civic area located in and around the 'demised
premises' in the past, and

WHEREAS, Lessee wishes to continue to aid in the future development
and maintenance of the civic area located in and around the 'demised
premises', and

WHEREAS, said future development and maintenance is for the best
interests of the public and should be of benefit of all residents of the
City, and

WHEREAS, City by Resolution passed August 18, 1980 has ordered that a lease intended to clearly set forth the status of the demised premises be prepared,

NOW THEREFORE, in consideration of the foregoing purposes and the following mutual covenants and agreements the parties agree as follows:

I. LEASE

City hereby leases the above described parcel to Lessee, subject to the rights expressly left to City herein.

II. TERM

fixed term
This lease shall be for a term equal to Lessee's leasehold rights in adjoining properties presently represented by Burlington Northern Railway lease # (N.P.) 92552 and all subsequent extensions, supplements, amendments, renewals and novations thereof.

III. RENTAL

As rental Lessee shall pay \$250.00 per year, plus as additional consideration, by way of exchange of properties, continue to permit the City to use, possess, and sublease that part of Burlington Northern Railway lease # (N.P.) 92552, now occupied by the City as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, all for non-commercial boat basin purposes.

IV. RESERVATIONS

A. CITY FILL AND WATER PUMPING SYSTEM

City hereby reserves the right to maintain, operate and access any part of its water system and fill presently located on the 'demised premises'.

B. PUBLIC ACCESS FOR RECREATIONAL PURPOSES

City reserves the right so long as the same is reasonable and consistent with necessary security and public health and safety requirements to jointly direct and control public access to the 'demised premises'.

C. EXISTING AND PLANNED MOORAGE FACILITIES

It is mutually understood that boat moorage facilities have been and are being built on the 'demised premises' the same operated by another party, all subject to Lessee's approval, which approval has in part already been obtained. City reserves the right to continue this concession under joint control and approval of said concession's operations.

Lessee shall have the option to operate or purchase this concession in the event the present concessionaire ceases to operate, maintain, care for or otherwise breach or terminate his agreement with the City. In the event of assignment Lessee shall have a right of first refusal evidenced by said concessionaire's co-signature on this lease.

D. PUBLIC GRANT FUNDS

It is mutually understood that City has made improvements on the 'demised premises' with funds obtained from various governmental agencies.

Lessee covenants to do all that is reasonably possible to be done to refrain from doing any act or permitting any act to be done which would violate any commitment made to these agencies.

V. INDEMNIFICATION

Lessee assumes all risk of loss, damage or destruction to facilities owned by Lessee on the 'demised premises'. Lessee further assumes all risk for and agrees to insure, indemnify and hold City harmless from any claim for injury or damage arising out of any activity carried on by Lessee or condition created by Lessee on the 'demised premises'. Lessor

agrees to indemnify and hold Lessee harmless from any claim for injury or damage arising out of any activity carried on by Lessor or its assigns other than Lessee or any condition created by Lessor or its assigns other than Lessee on the "demised premises".

VI. EDGEWATER BOAT DOCK

Lessee presently maintains a boat dock on the 'demised premises' and contemplates future maintenance of the same which may require permission from the United States Army Corps of Engineers and City specifically hereby grants its approval of the same.

VII. DEFAULT

If Lessee shall default in any covenant or agreement herein assumed, and such default shall not be remedied within a reasonable time after written notice thereof, this lease shall terminate.

LESSOR:

CITY OF SANDPOINT

SALLY CUPAN, MAYOR

Approved:

Keith Scheckler

LESSEE:

ROBERT A. COX

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 1980, before me personally appeared SALLY CUPAN, known to me to be the Mayor of the City of Sandpoint that executed the said instrument, and acknowledged to me that such City executed the same.

NOTARY PUBLIC-State of Idaho
Residing at: _____

STATE OF IDAHO)
) ss.
County of Bonner)

On this ____ day of _____, 1980, before me, a Notary Public in and for said State, personally appeared ROBERT A. COX, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

NOTARY PUBLIC-State of Idaho
Residing at: _____

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS:

That on the 10th day of September, 1958, the CITY entered into an agreement with LAKESHORE ENTERPRISES, INC., concerning the development and maintenance of certain property belonging to the City of Sandpoint described as follows, to-wit:

That certain parcel described in previous agreements as follows--The properties east of the present Lakeshore Tourist Park between the City dock road and the extension of the City Beach road east, being a line drawn east from the North and East corner of the Northern Pacific Railway Company bridge No. 3, to the mean high water line of Lake Pend Oreille.

That as a consideration for said agreement LAKESHORE ENTERPRISES, INC., leased and demised to the City of Sandpoint that portion of the South end of a lease owned by LAKESHORE ENTERPRISES, INC., from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin.

That said LAKESHORE ENTERPRISES, INC., and its present successor in interest, Robert A. Cox, d/b/a The Edgewater Lodge, has engaged in an extensive building program and plans additional development in the future, all of which has and would further enhance the City's waterfront recreation, aid in the advancement of tourist trade and civic amenities

and benefit the monetary business economy in the City of Sandpoint.

That the passage of time and incomplete documentation has created a great deal of ambiguity concerning the correct interpretation of the AGREEMENT and the modifications, extensions and assignments thereof.

NOW THEREFORE, BE IT RESOLVED that the City Attorney draft a lease intended to codify and clearly set forth the status of the demised premises. Which lease shall clearly reserve unto CITY the rights as follows:

I

To locate the fill for the new City water system as it is already built;

II

Operate and maintain the water pumping station;

III

Provide proper public access to said fill for recreation purposes;

IV

Provide for proper public access from the City Beach, fill and waterward to the existing and planned moorage facilities;

V

Provide for and protect the CITY concerning agreements already entered into with respect to the operation and/or maintenance of said moorage facilities;

VI

Provide for and protect the CITY concerning committments and responsibilities to the public contained in the governmental grants used to construct the fill; and

VII

Provide for and protect the CITY and its' committments to the previous owner of the property to use it for recreational purposes.

DATED this 3rd day of SEPT, 1980.

Sally L. Cupan
SALLY CUPAN, Mayor

ATTEST: RH Brower
City Clerk

STATE OF IDAHO)
) ss.
County of Bonner)
~~City of Sandpoint~~)

I, RICHARD BROWER, City Clerk of the City of Sandpoint, Idaho, do hereby certify that the foregoing RESOLUTION was passed and adopted by the Sandpoint City Council at a regular meeting held on 18 AUG 1980, and appears of record in the Minutes of said meeting, Volume 20, Page 249, Clerk's Book of Minutes.

IN WITNESS WHEREOF, I set my hand and the Corporate Seal of the City of Sandpoint this 3rd day of SEPT, 1980.

RH Brower
RICHARD BROWER
Sandpoint City Clerk

RESOLUTION NO. 28 - 80

COUNCIL MEMBERS	YES	NO	ABSENT	ABSTAIN
(1) Currie			X	
(2) Lines - Second	X			
(3) Venishnick	X			
(4) Thurlow	X			
(5) Deshon	X			
(6) Cordes - Motion	X			

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON AUGUST 18, 1980

MINUTES OF
COMMUNITY HALL
COMMITTEE
MEETING HELD
AUGUST 7, 1980

Councilman Thurlow moved that the minutes of the August 7, 1980, Community Hall Committee meeting be accepted and the recommendations approved. The recommendations contained in those minutes are as follows:

- 1) That the rates charged for use of the Hall by commercial companies be changed to \$100/per day for all of or any part of one day. Equipment and materials may not be left in the Hall overnight unless the user wishes to pay for an extra day. "Commercial" shall not be interpreted to include local civic groups selling items for profit (i.e.: church group fund raisers, fund-raising dinners, family rummage sales, local arts and crafts sales).
- 2) That the Fire Department check on the fire extinguisher in the Hall and that signs be placed to show where the fire extinguishers are located.

Councilwoman Deshon seconded the motion and it passed unanimously.

MINUTES OF THE
PUBLIC WORKS
COMMITTEE
MEETING HELD ON
AUGUST 5, 1980

Discussion was held on the minutes of the Public Works Committee meeting held on August 5, 1980.

Councilwoman Cordes moved that the recommendation to cost share in the placing of a 6" water line on Erie Street extended from Olive Avenue to Division Avenue be denied. Councilman Lines seconded the motion and it passed unanimously.

Councilman Venishnick moved for approval of the recommendation of the expenditure of \$3,300 from the Sewer Treatment Plant Uncommitted funds for the purchase of a new lawnmower. Councilman Thurlow seconded the motion and it passed unanimously.

MINUTES OF THE
FINANCE COMMITTEE
MEETING HELD ON
AUGUST 11, 1980

Councilman Thurlow moved that the minutes of the August 11, 1980, Finance Committee meeting be accepted and the recommendations approved. The recommendations contained in those minutes include the following:

- 1) Approval to pay monthly bills from the additional bills from Coeur d'Alene Tractor and Phil Robinson, City Attorney.
- 2) Approval of financial report for July.
- 3) Approval of recommendation that a charge of 10% of the lot owner's weed-cutting bill be added to the bill plus the cost of the certified-return receipt postage is also added to each weed-cutting bill.
- 4) Approval of recommendation that Richard Brower, Administrator/Clerk, be sent to the 12th annual City Clerks and Finance Officers Workshop to be held at the Shore Lodge in McCall, Idaho, on September 15 to 17, 1980.

Councilman Venishnick seconded the motion and it passed unanimously.

RESOLUTION NO.
- 80
ADOPTION OF
BUILDING PERMIT
SCHEDULE AS
SCHEDULE FOR
UNIFORM SIGN

Resolution No. 27 - 80 Adoption of Building Permit Fee Schedule as Schedule for Uniform Sign Code was read at length in its entirety.

Councilman Venishnick moved that Resolution No. 27 - 80 be adopted as filed in the Resolution Book. Councilwoman Cordes seconded the motion and a roll call vote of the Council was taken. By unanimous vote of the Council, Resolution No. 27 - 80 was adopted.

RARE RAAS

Mayor Cupan instructed the City Clerk to check with Sam Wentz, Enforcement Officer, on the status of the "Rare Raas" sign.

RESOLUTION NO.
- 80 DIRECTING
CODIFICATION OF
VARIOUS LEASES
WITH LAKESHORE
ENTERPRISES, INC.
TO A SINGLE
DOCUMENT

Moved by Councilwoman Cordes, seconded by Councilman Lines, that the rules requiring a proposed Resolution be read be waived and that proposed Resolution No. 28 - 80 be considered read, passed and adopted. Councilman Lines seconded the motion and a roll call vote of the Council was taken. By unanimous vote of the Council, Resolution No. 28 - 80 Directing Codification of Various Leases with Lakeshore Enterprises, Inc. into a Single Document was adopted.

MINUTES OF
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON JUNE 12, 1979

OPENING

Mayor Cecil Holt called the special meeting of the Sandpoint City Council to order at 5:10 P.M.

ROLL CALL

The following Council members were present: Councilwoman Hook, Councilwoman Deshon, Councilman Lines, and Councilman Venishnick.

REVIEW OF
BUILDING
PERMIT FOR
GENE LOUVIERS

As required by Ordinance No. 430, the application for a building permit to Gene Louviers, representing Orlin Donhowe, for a proposed office building located at 126 North Third Avenue was brought before the Council.

Councilman Venishnick moved that the building permit be issued. Councilwoman Deshon seconded the motion and it passed with the majority of the Council voting in the affirmative. Councilwoman Hook abstained.

REVIEW OF
BUILDING PERMIT
FOR SCOTT
WYERS

As required by Ordinance No. 430, the application for a building permit to Scott Wyers for a restaurant located on Frontage Road South of the Auto Haus.

Councilwoman Hook moved that the building permit be issued. Councilman Lines seconded the motion and it passed unanimously.

REQUEST BY
PEND D'
O'REILLE ARTS
COUNCIL

Councilwoman Deshon moved that the Council grant the Pend O'Reille Arts Council permission to sell food at their Arts and Craft Fair to be held on August 11th and 12th at the City Beach with stipulations that are stated in their request letter dated June 8, 1979. Councilman Venishnick seconded the motion and it passed unanimously. A Memorandum Agreement will be drawn up.

ANNOUNCEMENT
OF BREAKFAST
FOR HAROLD
HUFF

On Tuesday, June 19, 1979, at 6:30 A.M. a no-host breakfast will be held for Harold Huff.

WORK SESSION

A work session has been scheduled for Tuesday, June 19, 1979, for the Council to meet with Hugh Hedges, J-U-B Engineers to go over the water study.

HIRING OF 4
CETA EMPLOYEES

Mayor Holt announced that he has authorized the hiring of 4 CETA employees.

REQUEST BY
ALAN LEWIS
FOR REFERENCE
TO SEAPLANE
AT CITY BEACH

Mr. Alan Lewis addressed the Council on the problems arising from the landing of his seaplane in front of the Edgewater.

This matter was referred to the Parks, Beach and Buildings Committee.

GRANTING VOLLEY-
BALL ASSOCIATION
PERMISSION TO
START EXCAVATING

Councilwoman Hook moved that the Volleyball Association be allowed to go ahead with their excavation under the supervision of Jack Leckner, Supt. of Public Works. Councilman Venishnick seconded the motion and it passed unanimously.

EXECUTIVE
SESSION

Councilman Venishnick moved that the Council go into Executive Session for the purpose of evaluating Wade Brown, Fire Chief. Councilman Lines seconded the motion and it passed unanimously.

CONVENING OF
COUNCIL MEETING

Mayor Holt called the special meeting of the Sandpoint City Council back to order.

ADJOURNMENT

Mayor Cecil Holt adjourned the special meeting of the Sandpoint City Council to order at 7:00 P.M.

TEST:

Cecil E. Holt
CECIL E. HOLT, MAYOR

Edward T. Brower
EDWARD T. BROWER, CITY CLERK

Law Offices of
STEVEN L. HERNDON
Riverside Building, Suite 5
204 E. Superior - P.O. Box 1326
Sandpoint, Idaho 83864
Telephone: (208) 263-2108

file - leases -

May 18, 1979

Richard T. Brower
City Clerk
Sandpoint City Hall
Sandpoint, Idaho 83864

RE: Lease of Lakeshore Enterprises, Inc., an Idaho Corporation

Gentlemen:

In reviewing our files we find that \$2,500.00 is now due to the City pursuant to the terms of the Extension Agreement of the above-referenced lease.

My understanding is that the City has been unable to find its copy of the Extension Agreement. Therefore, I have included herewith a copy of the same for your records along with a check on my trust account for \$2,500.00. (Calculated as follows)

14 years at \$250.00 per year =	\$3,500.00
Less payment made 6/28/77	-1,000.00
Leaving a balance of:	<u><u>\$.2,500.00</u></u>

If you have any questions, please feel free to contact me.

Sincerely,


STEVEN L. HERNDON

SLH:bd

Encl.

STEVEN L. HERNDON
TRUST ACCOUNT
P. O. BOX 1326 263-2108
SANDPOINT, IDAHO 83864

212

PAY
TO THE
ORDER OF

City of Sandpoint

May 18 1979

92-325
1231

\$2,500⁰⁰

Two Thousand Five Hundred and ⁰⁰/₁₀₀

DOLLARS



Barbara Drake

⑈ 1231 ⑈ 0325 ⑈ 14 014691 ⑈

EDGEWATER LODGE

CITY BEACH

P. O. BOX 128

SANDPOINT, IDAHO 83864

(208) 263-3194

May 17, 1979

Sandpoint City Council
Parks & Recreation Committee
City Hall
Sandpoint, Idaho 83864

Dear Committee Members;

Regarding the property under lease to the Edgewater Lodge at the Sandpoint Public Beach.

Having received a request from the Multi Hull Sailing Association to obtain our permission to dock and store boats on the beach area, some of which may come under our control. It is our intent to cooperate with the city and the community, as we have in the past, and it is our wish to make all of the desirable beach area available to swimmers.

A limited number of boats may not be harmful, but someone will need to determine how many and to who this privilege should be extended, and also if a fee should be charged.

Sincerely yours,



Robert A. Cox

RAC:rg

MINUTES OF
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON JULY 10, 1978

RECOMMENDATION
TO WATERWAYS
COMMISSION

X

Councilman Venishnick moved that a recommendation be sent to the Waterways Commission to create a "no wake" area in the vicinity of the bay in the front of the Edgewater Lodge. Councilman Johnson seconded the motion and it passed unanimously.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:30 P.M.

Harold Huff

MAYOR

ATTEST:

David H. Costa

CITY CLERK

MINUTES OF

REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON JULY 11, 1977

ING

Mayor Eitzman called the meeting to order at 7:35 P.M.

CALL

All members of the City Council were present.

ATION

Councilman Huff gave the invocation.

OF
IANCE

The Pledge of Allegiance was led by Councilman Ward.

LEDGMENT
FT

Mayor Eitzman acknowledged a gift to the City of Sandpoint of \$1000.00 from Mr. Bob Cox, Edgewater Motel, to be used in any manner which the Mayor and City Council may determine. The Mayor expressed the gratitude of the City on behalf of the citizens.

ITION
RITORIOUS
CE

Mayor Eitzman, upon the recommendation of Chief of Police Sterling and the unanimous concurrence of the City Council, presented an award to Assistant Chief of Police Robert A. Geenen for meritorious service and activities beyond the call of duty in attempts to rescue a victim of drowning at the City Beach on June 14, 1977.

S FOR
NT

Councilman Ward moved that the June claims, previously approved by the Finance Committee be authorized for payment. The motion was seconded by Councilman Huff and approved unanimously by the Council.

L
TS

Councilman Ward moved that the reports as submitted by the City Clerk and the City Treasurer be approved. The motion was seconded by Councilman Huff and affirmed unanimously by the Council.

HEARING-
PAULSEN

Councilman Ward moved that the City Clerk be instructed to call for Public Hearings for the Planning & Zoning Commission on July 26 and the City Council on August 8 to consider the granting of a Conditional Use Permit to James Paulsen for operation of a professional office in his home at 110 South Third Avenue. The motion was seconded by Councilman Huff and approved unanimously by the Council.

HEARING-
STATE TITLE

Councilman Ward moved that the City Clerk be instructed to call for Public Hearings for the Planning & Zoning Commission on July 26 and the City Council on August 8 to consider the granting of a Conditional Use Permit to Gem State Title for operation of a business at the corner of Fourth Avenue and Church Street. The motion was seconded by Councilman Huff and passed unanimously by the Council.

HOOK-UP
R HILDRETH

Councilman Ward moved that the request by Chester Hildreth for a 3/4" water hook-up on Filter Plant Road be granted. The motion was seconded by Councilman Huff and approved unanimously by the Council.

PERMIT-
ASSOCIATION

Councilman Ward moved that the request by the Rodeo Association to have a parade on September 10, 1977, be granted. The motion was seconded by Councilman Huff and approved unanimously by the Council.

NTED TO
Y BOARD -
M AUSTIN

Mayor Eitzman recommended that Mr. Jim Austin be appointed to the Library Board. Councilman Venishnick moved that the recommendation be approved. The motion was seconded by Councilman Benoit and affirmed unanimously by the Council.

ES

Councilman Holt requested that the minutes of June 13, 1977 as presented be amended to show the following correction:

"STUDY OF COMMITTEE STRUCTURE - Councilman Holt moved that the Mayor be invited to meet with the Administrative Committee to study the possible re-structuring of the Council Committees. The motion was seconded by Councilman Ward. All members of the Council supported the motion with the exception of Councilman Huff who voted in opposition. All members of the Council supported the motion with the exception of Councilman Huff and Councilman Benoit who voted in opposition.

Councilwoman Hook requested that the minutes of June 13, 1977, as presented, be amended to show the following correction:

M I N U T E S

of the
SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL
HELD ON MAY 3, 1976

Mayor Brown called the meeting to order at 8:00 P. M.

All Members of the City Council were present.

Councilman Vallieres moved that the "Loop" at the City Beach remain closed and that the Parks, Beach & Building Committee make recommendations for development utilizing input from all groups and citizens and these recommendations, when approved, to be implemented as funds are available. The motion was seconded by Councilman Eitzman and a roll call vote was as follows:

Councilman Benoit	Yes
Councilman Eitzman	Yes
Councilwoman Hook	No
Councilman Holt	Yes
Councilman Klatt	Yes
Councilman Vallieres	Yes

A majority having voted in the affirmative, the motion passed.

Councilman Klatt moved that the City Clerk be instructed to advertise for a Public Hearing at 8:00 P. M., May 19, 1976, in the City Hall at which time a proposal to sub-lease an area adjacent to Edgewater Motel to Mr. Keith Sheckler for the purpose of constructing and operating sail boat dock facilities will be considered. Councilman Holt seconded the motion and it was passed unanimously.

The meeting adjourned at 9:30 P. M.

MAYOR

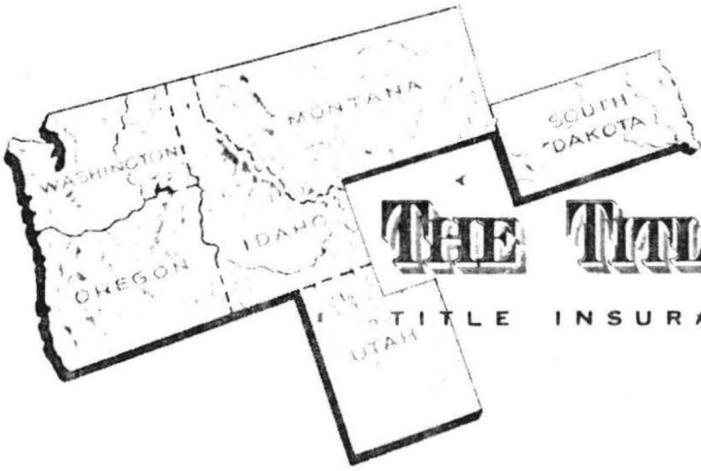
Keith Sheckler

CITY CLERK

* * *

Policy of Title Insurance

Issued By



THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or,
4. Unmarketability of such title;

and in addition, if a mortgage is referred to in Schedule A as the insured mortgage, by reason of:

5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage.
9. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

This policy not valid unless countersigned by
~~Bonner Land Title Co.~~
By G. Wesley Paris **V. Lee Budell**
BONNER LAND TITLE CO.

By **V. Lee Budell**

Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Endorsement-Form 1 coverage

I have examined the title to the within described real property. In my opinion and sufficient upon which to issue Title Insurance.

THE TITLE INSURANCE COMPANY

By George Russell President V L B
Examiner

Attest J.M. Epeneter Secretary

Policy No. 44-18847

Amount of Policy \$ 1,500.00

Rate No. of Issue \$ _____ No. _____

Issue with No. _____

Insured \$ 35.00

Co. \$ 7.00 m.

9-13-71

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any Law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimants; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy. The provisions of this sub-paragraph (e) shall not apply if this policy is issued to the owner of the indebtedness secured by the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

SCHEDULE A (Owners-Purchasers-Lessee)

Date of Policy: **September 13, 1971 at 5:00 P. M.** Amount of Insurance: **\$1,500.00**

1. Name of Insured: **CITY OF SANDPOINT**

2. The estate or interest in the land described herein and which is covered by this policy is

FEE SIMPLE ESTATE

3. The estate or interest referred to herein is at Date of Policy vested in:

CITY OF SANDPOINT, A Municipal Corporation

4. The land referred to in this policy is described as follows:

IN THE COUNTY OF BONNER, STATE OF IDAHO

All those parts of Lots 2, 3, 4, and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, lying South of the Southerly line of the City Dock and approach thereto, and Easterly of a line drawn parallel with and distant 200 feet Easterly measured at right angles from the center line of the main track of the Northern Pacific Railway as the same is now constructed and operated; excepting, however, a right of way 200 feet wide, being 100 feet wide on each side of the center line of the sand spur tract of the grantor as now constructed in Lot 2 aforesaid.

- - - - -

SCHEDULE B (Standard)

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or encumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.

2. Questions of location, boundary and areas; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.

3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.

4. Taxes - Not assessed.

5. Special assessments - Not assessed.

6. Any claims arising from the difference in the mean high water line of Pend Oreille Lake and the meander line as shown by Government Survey.

7. Reservations set forth in Deed dated June 27, 1922, executed by the Northern Pacific Railway Company to the City of Sandpoint, a municipal corporation, filed August 2, 1922 and recorded in Book 38 of Deeds, Page 257, as follows, to-wit:

a. Permit No. 35193 dated September 1, 1919, to the City of Sandpoint to construct and maintain a water pipe.

b. Permit No. 22715 dated February 7, 1910 to the City of Sandpoint to open and maintain a public road.

c. Permit No. 35306 dated October 1, 1919, to the Mountain States Power Company and the Interstate Utilities Company to construct and maintain an electric power line on the land.

d. Premises are not to be extended into Pend Oreille Lake by filling without the written consent of the Northern Pacific Railway Company.

e. Premises are to revert to the Northern Pacific Railway Company should they ever cease to be used as a park. (Copy enclosed)

8. Easement granted to the United States of America, granting the right to overflow, flood and submerge so much of said land lying above 2062.5 feet above mean sea level, U. S. C. & G. Survey Datum, with water of Lake Pend Oreille, the Pend Oreille River and their tributaries, recorded January 5, 1953 in Book 84 of Deeds, Page 312, records of Bonner County, Idaho. (Tract L-1277E)

-continued-

POLICY INSTRUCTIONS

Page 5. Policy No. 44-18847
24165

Policy Purchaser's

Owner's

9. Consent to Easement dated June 16, 1953, granted by Northern Pacific Railway Company; filed July 27, 1953 under Document No. 46506 in Book 20 of Miscellaneous, Page 249, records of Bonner County, Idaho. (Tract L-1277E)

10. Easement of the Mountain States Power Co. (now Pacific Power & Light Company), as evidenced by Subordination Agreement dated October 22, 1953; filed October 30, 1953 under Document No. 47387 in Book 20 of Miscellaneous, Page 397, records of Bonner County, Idaho.

PR
End of Schedule B.

EXCEPTIONS

1. Taxes

2. City Specials

3. G. I. Reb.

4. Exception No. 4 of report

5

6

7

8

9

10

AMENDMENT TO AGREEMENT

WHEREAS, LAKESHORE ENTERPRISES, INC., an Idaho corporation, and THE CITY OF SANDPOINT, IDAHO, entered into a certain agreement dated September 10th, 1953, whereby Lakeshore Enterprises, Inc., together with other considerations, was given a license and concession to maintain and operate certain property belonging to The City of Sandpoint, which property is described as follows, to-wit:-

That certain property lying East of the present Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge no. 3 to the mean high water line of Lake Pend Oreille.

That the term of said agreement was extended by resolution passed by the mayor and City Council of the City of Sandpoint on March 11th, 1963.

WHEREAS, The said agreement provided that Lakeshore Enterprises, Inc. could build and construct thereon structures and improvements which are of a nature usually found in conjunction with beach and recreational purposes, provided said construction be approved by The City of Sandpoint and that ownership of said structures be in The City of Sandpoint; and

WHEREAS, The agreement further provided that The City was to receive Two Hundred Fifty (\$250.00) Dollars per year for the license and concession agreement, but the cost of any improvements was to be deducted from the Two Hundred Fifty (\$250.00) Dollar sum and the cost of said improvements was to carry over from year to year; and

WHEREAS, Lakeshore Enterprises, Inc., and/or its successors, desires to construct a swimming pool on the above-described tract; and

WHEREAS, The Northern Pacific Railway Company has waived any objections to said construction which it may have had by reason of the restrictions in that certain deed to The City of Sandpoint from the Northern Pacific Railway Company, dated June 27th, 1922; now, therefore,

IT IS AGREED AS FOLLOWS:

I

That Lakeshore Enterprises, Inc., or its successor, may construct a swimming pool on the above-described property.

II

That title to the said swimming pool shall vest in Lakeshore Enterprises, Inc., or its successor, in order that taxes may be assessed against the same.

III

That Lakeshore Enterprises, Inc., or its successor, shall pay to The City for the license and concession agreement under the original contract the sum of Two Hundred Fifty (\$250.00) Dollars per annum, payable on the last day of each year, without any allowance made for improvements on the above-described tract.

IV

That insofar as the original agreement between Lakeshore Enterprises, Inc., and The City dated September 10th, 1933, is concerned and so far as the same is affected by this instrument, said agreement is hereby considered as amended.

v

That in all other particulars not otherwise specified herein the original agreement above referred to and the extension agreement shall remain in full force and effect.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this day of April, 1965.

LAKESHORE ENTERPRISES, INC.

By: _____
President

ATTEST:

Secretary

THE CITY OF SANDPOINT, IDAHO

By: _____
Mayor

ATTEST:

City Clerk

STATE OF IDAHO,)
) ss.
County of Bonner,)

On this day before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the President, and _____, known to me to be the Secretary of Lakeshore Enterprises, Inc., an Idaho corporation; and FLOYD L. GRAY, known to me to be the Mayor, and KENNETH HACKWORTH, known to me to be the Clerk, of the City of Sandpoint, a municipal corporation;

and acknowledged to me that they executed the foregoing for
and on behalf of said respective corporations.

IN WITNESS WHEREOF, I have hereunto set my hand this _____
day of April, 1965.

Notary Public in and for the State of
Idaho, residing at Sandpoint.
My commission expires:

MINUTES OF THE REGULAR SANDPOINT CITY COUNCIL MEETING HELD ON FEB. 8, 1965

Mayor Floyd L. Gray called the meeting to order at 8:00P.M.

All the City Councilmen were present and answered the roll call, to-wit:

- Councilman Kalb
- Councilman Lines
- Councilman Mott
- Councilman Brown
- Councilman McDonnell
- Councilman Abromeit

Also present were Mrs. Stan Maxwell, Mrs. Rosana Peterson and Mrs. Nora McInaney, Ward Tift was also present. *representing the Library Board*

The minutes of the last regular City Council meeting and the intervening Special City Council meeting were read and approved.

The following "Waiver of Conditions" from the Northern Pacific Railroad was read.

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal Corporation, hereafter referred to as the City, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the Railway Company, WITNESSETH:

WHEREAS, the Railway Company has heretofore deeded to the City certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 38 of Deeds, page 257, records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for park purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the Railway Company; and

WHEREAS, on the 10th day of September, 1958, the City of Sandpoint granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described properties lying Easterly of Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Railway Company's Bridge No. 3 to the mean high water line of Lake Pend Oreille, with the right and privilege of the City to control said properties and to approve any construction thereon; and

WHEREAS, said Agreement has been extended by resolution of the City Council to the 31st day of March, 1993; and

WHEREAS, Lakeshore Enterprises and/or its successor desires to construct a swimming pool facility upon the above-mentioned land set forth in the Concession Agreement;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations, the Railway Company hereby waives any objection to the Concession Agreement and/or the Construction of a swimming pool on the above-described property, and further waives any right the Railway Company may have to declare the deed of June 27, 1922, above referred to, forfeited or void by reason of the above-mentioned acts of the City of Sandpoint; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922.

Dated this 11th day of January, 1965.

On a motion by Councilman Abromeit, seconded by Councilman Kalb and passed, the bills audited and approved by the Finance Committee were ordered paid.

The verified claim of Long Construction Co. for Estimate No. 7, certified by Walter Woodward, project engineer, in the amount of 12,663.90 was presented to the Council; whereupon Councilman Abromeit moved that said claim be approved for payment and the Clerk issue a warrant on the Water Dept. Fund in payment of said claim. The motion was seconded by Councilman Kalb and passed unanimously on a roll call vote.

The claim of Walter L. Woodward for on the job inspection at the Water Treatment Plant from Aug. to Dec. in the amount of \$1000.00 was submitted to the Council. Afterwhich Councilman Kalb made a motion that said claim be approved for payment and the Clerk instructed to issue a warrant on the Water Dept. Construction Fund in payment of said claim. The motion was seconded by Councilman Abromeit and passed unanimously on a roll call vote.

Councilman Brown made a motion authorizing the purchase of lumber to cover the hub rails of both Sand Creek bridges, and that the work of covering and painting them, and painting of the guard rails be done by the Dept. of Public Works prior to the tourist season. The motion was seconded by Councilman Abromeit and passed unanimously.

100139
W-15183

471

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as the City, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the Railway Company, WITNESSETH:

WHEREAS, the Railway Company has heretofore deeded to the City certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 38 of Deeds, page 257, records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for park purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the Railway Company; and

WHEREAS, on the 10th day of September, 1958, the City of Sandpoint granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described properties lying Easterly of Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Railway Company's Bridge No. 3 to the mean high water line of Lake Pend Oreille, with the right and privilege of the City to control said properties and to approve any construction thereon; and

WHEREAS, said Agreement has been extended by resolution of the City Council to the 31st day of March, 1993; and

WHEREAS, Lakeshore Enterprises and/or its successor desires to construct a swimming pool facility upon the above-mentioned land set forth in the Concession Agreement;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations, the Railway Company hereby waives any objection to the Concession Agreement and/or the construction of a swimming pool on the above-described property, and further waives any right the Railway Company may have to declare the deed of June 27, 1922, above referred to, forfeited or void by reason of the above-mentioned acts of the City of Sandpoint; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922.

Dated this 11th day of January, 1965.

NORTHERN PACIFIC RAILWAY COMPANY

By [Signature]
Vice President

Attest: Richard A. Beulke
Assistant Secretary

STATE OF MINNESOTA)
(ss
County of Ramsey)

On this 11th day of January in the year 1965, before me
J. W. THAYER a Notary Public, personally appeared E. B. STANTON,
to me known to be a Vice President and Richard A. Beulke, to me known to be
Assistant Secretary of the Northern Pacific Railway Company, the corporation that
executed the instrument and acknowledged to me that said Northern Pacific Railway Company
executed the same.



[Signature]
J. W. THAYER
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 17, 1973

1-11-65

11/Jan/1965

This is dictated May 27, 1969, from the official records of the County of Bonner, State of Idaho, at Book 33 of Miscellaneous Records, Page 471, bearing Bonner County Auditor's No. 100139 and filed for record April 12, 1965, at 11:50 A.M. at the request of John Cogswell by Doris L. Kenny, Bonner County Recorder, by Helen Hem, deputy, is the following document quoted in full.

WAIVER OF CONDITIONS

THIS AGREEMENT, entered into between the CITY OF SANDPOINT, a municipal corporation, hereafter referred to as CITY, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereafter referred to as the RAILWAY COMPANY, WITNESSETH:

WHEREAS, the RAILWAY COMPANY has heretofore deeded to the CITY certain property as set forth in that certain deed dated June 27, 1922, and recorded August 2, 1922, in Book 38 of Deeds, page 257, Records of Bonner County, Idaho; and

WHEREAS, the deed specified that the property to be conveyed would be used for purposes; and

WHEREAS, said deed provided that if the premises ceased to be used for park purposes said property would revert to the RAILWAY COMPANY; and

WHEREAS, on the 10th day of September, 1958, the CITY of SANDPOINT granted a Concession Agreement to Lakeshore Enterprises, Inc., allowing Lakeshore Enterprises, Inc., the license and privilege to maintain and operate the following described properties lying Easterly of Lakeshore Tourist Park between the

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS :

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit :-

That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of ten years from the 1st day of December, 1957.

That the said Lakeshore Enterprises, Inc. has planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed, and it would be a benefit to the monetary business economy in Sandpoint.

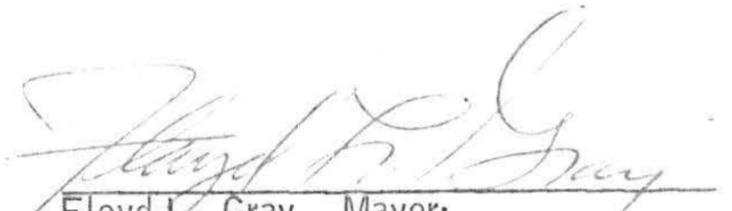
NOW THEREFORE, BE IT RESOLVED That the City enter into an

agreement to extend the term of the agreement dated the 10th day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED That the extension of this agreement is conditioned upon Lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time, and in the event that said railroad lease is terminated for any reason this agreement shall also terminate and cease, and be of no further force and effect, except, however, that the original ten-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED That all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.


Floyd L. Gray, Mayor:

ATTEST:


Kenneth Hackworth, City Clerk:

123

13/May 1963

At Book 31 Miscellaneous Records in the office of said County Recorder, commencing at Page 91, map shows filed for record May 13, 1963 at 2:42 P.M. request of Harold Young by Doris L. Kenny, Bonner County Recorder, by Helen Ham, deputy Book 31 of Miscellaneous Records, Page 91, Auditor's No. File Stamp 90297.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS:

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint described as follows, to wit:

That certain property lying East of the present Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company Bridge #3 to the main high water line of Lake Pend Oreille.

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of 10 years from the first day of December, 1957.

That the said Lakeshore Enterprises, Inc. planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed, and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED that the City enter into an agreement to extend the term of the agreement dated the 10th day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED that the extension of this agreement is conditioned upon lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time, and in the event that said railroad lease is terminated for any reason this agreement shall also terminate and cease, and be of no further force and effect, except however that the original 10-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED that all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.

Attest:

/s/ Kenneth Hackworth
KENNETH HACKWORTH
City Clerk

/s/ Floyd L. Gray
FLOYD L. GRAY, Mayor

MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD ON DECEMBER 14, 1964,

said

Mayor Floyd L. Gray called the meeting to order at 8:00P.M. All the City Councilmen were present and answered the roll call, to-wit:

- | | |
|------------------|----------------------|
| Councilman Lines | Councilman Abromeit |
| Councilman Kalb | Councilman Brown |
| Councilman Mott | Councilman McDonnell |

by

The minutes of the last regular Council meeting and the intervening special Council meeting of November 18, 1964 were read and approved.

The Mayor announced that this is the time and place as advertised to hear anyone objecting to changing Block 8 of Weil's Second Addition to Sandpoint from Residential Zone "A" to Commercial Zone "D". There being no objections presented, the Mayor read the following ordinance the first time by title.

ORDINANCE NO. 373

AN ORDINANCE CHANGING AND AMENDING RESIDENCE ZONE "A" OF THE CITY OF SANDPOINT BY DELETING AND REMOVING THEREFROM BLOCK 8 OF WEILS SECOND ADDITION TO THE CITY OF SANDPOINT, IDAHO, AND INCLUDING SAID PROPERTY IN COMMERCIAL ZONE "D".

The Clerk then read Ordinance #373 the second time in full, section by section, whereupon Councilman Kalb moved that the Idaho Code requiring Ordinances be read at three separate meetings be suspended. The motion was seconded by Councilman Abromeit and passed unanimously on a roll call vote. Ordinance #373 was read the third time by title. The Question then being "Shall the Ordinance be passed?" All the Councilmen having voted in the affirmative, Ordinance #373 passed and was enacted as an Ordinance of the City of Sandpoint under suspension of the Statutory Rules this 14 day of December, 1964.

The following letter from Northern Pacific Railway Co., dated December 9, 1964, was read:

Mr. Dar Cogswell
Bandelin & Cogswell
Riverside Building
P. O. Box 230
Sandpoint, Idaho 83864

Dear Mr. Cogswell:

I have your letter of November 23 about the proposed construction of a swimming pool by Mr. Harold G. Young on the land in front of the premises at Sandpoint now under Lease No. 92552 from this company to Pend Oreille Resorts, Inc. (assignee of Lakeshore Enterprises, Inc.).

Interested western officers of our company have discussed this matter but have not definitely decided what recommendation will be made to our management in St. Paul. I am inclined toward a favorable recommendation, and our law department would probably approve your waiver draft from the legal standpoint if the following were added:

"; provided that the waiver hereby made shall not constitute a waiver of any other breach of the condition in said deed of June 27, 1922".

Would the addition of the above provision be objectionable to the city?

Yours very truly,

M. H. NIXON
Western Manager
Industrial Development

By: L. M. Jenner
Industrial Agent

IMJ/ncj

12-14-64

On a motion by Councilman Abromeit, seconded by Councilman Kalb and passed, the

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'Block 8 of Weil's Second Addition to the City of Sandpoint.'

All persons interested in the foregoing matter may be heard at the said time & Place.

Dated this 10th day of November, 1964.

Kenneth Hackworth
City Clerk

The following applications for 1965 City Beer Licenses having been received by the Clerk were submitted to the Council:

Elks Club	Fee	\$100.00
Fraternal Order of <u>Eagles</u>	"	100.00
Gerald D. Hollenbach, dba <u>Tamarack Bar</u>	"	100.00
William Beyer, dba <u>City Club</u>	"	100.00
Rose Buchert, dba <u>Anchorage Bar</u>	"	100.00
J. A. Walker, dba <u>Kaniksu Lounge</u>	"	50.00
Helen Hiatt (formerly Helen Hannah) & A. H. Engert & B.T. Blasko, dba <u>219 Lounge</u>	"	50.00
Lloyd E. Chappell, dba <u>Kamloops Klub</u>	"	50.00
Pearl E. Mayer dba <u>Cabinet Gorge</u>	"	50.00
Clyde & Robert Cox, dba <u>Travlers</u>	"	50.00
Edwin Mikesell, dba <u>Ed's Motel & Grocery</u>	"	50.00 25.00

On a motion by Councilman Brown, seconded by Councilman McDonnell and passed, the Clerk was instructed to issue 1965 City Beer Licenses to the above applicants.

The meeting adjourned at 10:40 P.M.

Floyd L. Gray
Mayor

ATTEST:

Kenneth Hackworth
Clerk

14

MINUTES OF A SPECIAL MEETING OF THE SANDPOINT CITY COUNCIL HELD ON NOV. 18, 1964

The meeting was called to order by Mayor Floyd L. Gray at 8:00 P.M. The following City Councilmen, constituting a quorum, answered the roll call:

- Councilman Lines
- Councilman Kalb
- Councilman Mott
- Councilman Brown
- Councilman McDonnell

After a discussion about the Lakeshore Enterprise Concession agreement and about their request for permission to construct a swimming pool on City owned property, Councilman McDonnell made the following motion, to-wit:

"The City Attorney be instructed to draft an agreement between the City and Lakeshore Enterprises, Inc. allowing Lakeshore Enterprises, Inc. to construct a swimming pool on City owned property described in a Concession agreement dated Sept. 10, 1958. Council approval of said agreement is contingent on the Northern Pacific RR Co. waiving any objections to the Concession agreement and the construction of the swimming pool! The motion was seconded by Councilman Lines and passed by a majority vote.

Lakeshore Pool

Councilman Mott made a motion instructing the City Engineer to examine the Bridge St. Bridge and report to the Council what repairs he recommends be made and his estimate of cost of materials needed. The motion was seconded by Councilman Brown and unanimously passed.

The meeting adjourned at 9:50 P.M.

ATTEST:

Floyd L. Gray
Mayor

11-18-64

The Resolution was adopted on a roll call vote wherein all the City Councilmen present voted yes for the adoption.

~~The meeting having been called to order by~~ The Mayor ~~it was~~ announced ~~by him~~ that a matter for consideration at this time was the canvass of the results of the Special Election held within said City ~~at~~ February 26, 1963, Thereupon the following Resolution was filed by Councilman Baugh and at the direction of the Mayor was read in full by the Clerk, viz:

RESOLUTION

WHEREAS, the election officials who conducted the Special Bond Election ordered by Ordinance No. 358, and held on February 26, 1963, have made due return to this Council of the results of said election, viz:

<u>VOTING PLACE</u>	<u>TOTAL VOTES CAST</u>	<u>IN FAVOR OF</u>	<u>AGAINST</u>
FIRST WARD	133	115	18
SECOND WARD	91	76	15
THIRD WARD	137	130	7
	<u>361</u>	<u>321</u>	<u>40</u>

and that 0 votes were cast which could not be counted.

AND, WHEREAS, of the total vote cast upon the Proposition of the incurring of said indebtedness of \$250,000.00 and the issuance of Water Revenue Bonds in said amount, more than two-thirds of the votes cast upon said Proposition by the qualified electors of said City were IN FAVOR OF said bond issue, and the Proposition for the issuance of said bonds has been duly ratified and approved by the electors qualified and entitled to vote at said election;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DECLARED by the City Council of Sandpoint, Idaho, that the foregoing Proposition for the issuance of Water Revenue Bonds in the principal amount of not more than \$250,000.00 for the purpose stated in Ordinance No. 358 of said City, has been adopted, approved and ratified by the qualified electors of said City, as required by the Constitution and Laws of the State of Idaho, and the Ordinances of said City.

AND IT IS FURTHER RESOLVED and ordered that in the event the Federal Grant is Received, the said bonds shall be issued in accordance with the provisions of Ordinance No. 358 of Said City.

The Resolution was adopted on a roll call vote wherein all the City Councilmen present Voted yes for its adoption.

On a motion by Councilman Baugh seconded by Councilman and passed, the Mayor and Clerk were authorized to execute, in the name of the City, an agreement between the City and Walter L. Woodward, Engineer, of Spokane, Wash. to complete Engineering on the City's water system improvements and expansions in the event the City receives a grant from the U. S. ^{GOVT.} and proceeds with construction as set forth in Ordinance 358.

The following Resolution was presented by Councilman Nelson and at the instruction of the Mayor was read in full by the Clerk.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDPOINT AS FOLLOWS:

That on the 10th. day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit:-

That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South side of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of ten years from the day of December, 1957.

That the said Lakeshore Enterprises, Inc. has planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED That the City enter into an agreement to extend the term of the agreement dated the 10th. day of September, 1958, above mentioned, to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED That the extension of this agreement is conditional upon Lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of extension and in the event that said railroad lease is terminated for any reason this agreement shall also terminate and cease, and be of no further force and effect, except, however, that the original ten-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED That all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.

Floyd L. Gray, Mayor:

ATTEST:

Kenneth Hackworth, City Clerk:

The question before the Council ---- "Shall the Resolution be adopted?" Roll call vote resulted as follows: Yes - Councilman Lines, Nelson and Baugh. Councilman O'Donnell declined to vote. Since a majority of the Councilmen present voted in the affirmative, the Mayor declared the Resolution adopted.

The Mayor appointed Mrs. Mary Parker to the Library Board for another 5 years.

On a motion by Councilman Lines, seconded by Councilman Baugh and unanimously passed this appointment was approved by the Council.

The meeting adjourned at 11:20 P.M. on motion duly made, seconded and passed.

Floyd L. Gray
MAYOR

ATTEST:

Kenneth Hackworth
CLERK

Bk. 31 Page 91

Grantor-Lakeshore Enterprises Inc.

Grantee-City

Term exp.- March 31st, 1993

Agreement made- Dec. 1957

Instrument number-90298

Legal- On Sept. 10, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc. an Idaho corporation, whereby, Lakeshore Enterprises along and together with other considerations was granted a license and concessions to maintain and operate certain property belonging to the City Of Sandpoint, described as follows: That certain property lying E. of the present Lakeshore Tourist Park between the City Dock Road and the extension of the City Beach Road E., being a line drawn E. from the N. and E. corner of the Northern Pacific Railway Co. Bridge No. 3 to the mean high water of Lake Pend Oreille. That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the S. end of a lease owned by Lakeshore Enterprises, from the

Northern Pacific Railway Co., now occupied by the City of Sandpoint as a boat basin plus an additional 50' strip running E. and W. for road purposes for ingress and egress to said boat basin. That said agreement was for a term of 10 yrs. from the first day of Dec. 1957 That the said Lakeshore Enterprises has planned an extensive building program on the property it has ~~leased~~ from the Northern Pacific Railway, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed and it would be a benefit to the monetary business in Sandpoint. Now therefore, let it be resolved that the City enter into an agreement to extend the term of agreement dated the 10th day of Sept. 1958 above referred to, to the 31st day of March 1993, in order to ensure adequate development of said area including the boat basin now occupied by the City of Sandpoint.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF SANDPOINT AS FOLLOWS :

That on the 10th day of September, 1958, the City entered into an agreement with Lakeshore Enterprises, Inc., an Idaho corporation, whereby Lakeshore Enterprises, Inc. along and together with other considerations was granted a license and concession to maintain and operate certain property belonging to the City of Sandpoint, described as follows, to-wit :-

That certain property lying East of the present Lakeshore Tourist Park between the city dock road and the extension of the city beach road East, being a line drawn East from the North and East corner of the Northern Pacific Railway Company bridge #3 to the mean high water line of Lake Pend Oreille

That as a consideration of said agreement Lakeshore Enterprises, Inc. leased and demised to the City of Sandpoint that portion of the South end of a lease owned by Lakeshore Enterprises, Inc. from the Northern Pacific Railway Company, now occupied by the City of Sandpoint as a boat basin, plus an additional 50-foot strip running East and West for road purposes for ingress and egress to said boat basin.

That the term of said agreement was for a period of ten years from the 1st day of December, 1957.

That the said Lakeshore Enterprises, Inc. has planned an extensive building program on the property it has leased from the Northern Pacific Railway Company, and it would be an aid in the advancement of the tourist trade and civic improvement to Sandpoint that said construction be completed, and it would be a benefit to the monetary business economy in Sandpoint.

NOW THEREFORE, BE IT RESOLVED That the City enter into an

agreement to extend the term of the agreement dated the 10th day of September, 1958, above referred to, to the 31st day of March, 1993, in order to ensure the adequate development of said area including the boat basin now occupied by the City of Sandpoint.

BE IT FURTHER RESOLVED That the extension of this agreement is conditioned upon Lease #92552 from the Northern Pacific Railway Company to Lakeshore Enterprises, Inc. remaining in full force and effect for this period of time, and in the event that said railroad lease is terminated for any reason this agreement shall also terminate and cease, and be of no further force and effect, except, however, that the original ten-year term shall remain in full force and effect in the event that the extension is terminated.

BE IT FURTHER RESOLVED That all terms and conditions of the original agreement, except as above mentioned, shall remain in full force and effect.

Dated this 11 day of March, 1963.


Floyd L. Gray, Mayor:

ATTEST:


Kenneth Hackworth, City Clerk:

City of Sandpoint

SANDPOINT, IDAHO

November 21, 1962

Mr. L. M. Jenner
Industrial Agent
Northern Pacific Railway Co.
919 Smith Tower
Seattle 4, Washington

*copy in
Lakeshore enterp.*

*Copy
for Planning Board*

Dear Mr. Jenner:

In answer to your letter of November 6, regarding the suggested lease covering the Lakeshore Enterprises, I wish to advise that this is not the trade as discussed at our meeting of September 11th, in my office and is not acceptable.

We emphasized the importance of making a deal that would justify the City giving up the Lakeshore area in front of the Lakeshore Enterprises property North of Church Street.

We advised you on your visit here that we would be willing to relinquish our rights on the property in front of the Lakeshore Enterprises and north of Church Street in exchange for either a straight trade or a long term lease for all of the Lakeshore Enterprises leased property south of Church Street. We have discussed with Mr. Young, and he understands, that we will allow him sufficient time to recover his investment in the improvements made on the property south of Church.

Relative to your inquiry regarding the deed of June 27, 1922, this was recorded on August 2, 1922, Book 38 of Deeds, Page 257.

Regarding the Easement of October 21, 1936, to which you referred, we are unable to find a recording record and there is nothing in the City files covering this.

A recording entry of July 12, 1922, in Book #1 of leases, Page 375, states that Northern Pacific leased to the City a 100 foot strip from the old dock road all the way to the south section line of section #23.

We trust this information will be helpful to you in arriving at some satisfactory conclusion for all parties concerned.

Very truly yours,

Floyd L. Gray
Mayor, Sandpoint, Idaho

FLG/jas

11-21-62

- 16. Highway Motel, bottled and canned beer, to be consumed off premises, Fee \$25.00
- 17. Elk's Club, Bottled and Canned Beer, Fee \$50.00
- 18. Low-Price Market, Bottled and Canned Beer, to be consumed off premises, Fee \$25.00

Two liquor license applications were submitted and examined. On a motion by Harold Gee, seconded by Tom O'Donnell, and carried the following applicants were granted City retail liquor licenses:

- 1. D. Bopp, J. Bopp, and D. Kotschevar, dba Kamloops Club, Fee \$562.50
- 2. A. Engert, B. Blasko, and Helen Hannah, dba 219 Lounge, Fee \$562.50

File in Lakeshore

On a motion by Harold Gee, seconded by Bud Palmer and carried, the recommendations of the Building Committee on the City's Insurance was accepted.

On a motion by Louie Johnson, seconded by Harold Gee and carried, the Clerk was instructed to draw a warrant on the Current Expense Fund in favor of the City Treasurer for \$29.92, reimburse the Treasurer's Imprest Fund for a \$29.92 shortage for the Fiscal year 1958-1959 as determined by the auditor.

The meeting adjourned at 10:30 P.M. on motion duly made, seconded and carried.

Floyd W. Perks
MAYOR

ATTEST:

Kenneth A. Schofield
CITY CLERK

The Motion further stated that all those granted 1960 Beer Licenses who subsequently apply for 1960 City Liquor Licenses and present their 1960 State & County Liquor Licenses to the Clerk along with completed application and license fee be granted 1960 Retail Liquor License.

MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL
HELD ON JANUARY 8, 1960

Mayor Floyd Perks called the meeting to order at 7:15 P. M.

The following Councilmen, constituting a majority and quorum, answered the roll call:

- | | |
|---------------|---------------|
| Archie Yager | Tom O'Donnell |
| Louie Johnson | Bud Palmer |
| Harold Gee | |

Also present were Mr. Young, Mr. Earl of Lakeshore Enterprises Inc. and their attorney, James Hunt. Also present were A. T. Peterson and Don Block of the Pacific Power & Light.

James Hunt explained plans of the Lakeshore Enterprises, Inc. for construction of a 50 unit motel, Restaurant, Bar and boat docks on beach property now owned by the City. Mr. Hunt and Mr. Young asked the Council to consider selling said property to Lakeshore Enterprises, for purpose of above described construction and conduct a special election of Sandpoint residents to clear the way for said sale. The Council agreed to take the matter under advisement.

Mr. Don Block of Pacific Power & Light presented the Mayor and Councilmen with a brochure describing various plans for modernizing the City's street lighting. Mr. Block reviewed the brochure with the Council and the Councilmen agreed to study it further.

On a motion by Tom O'Donnell, seconded by Bud Palmer and duly passed, the Police Chief was ordered to have the following traffic lights removed: the traffic light at 5th and Pine, the blinker light at 1st and Cedar.

The meeting adjourned at 10:10 P. M. on a motion duly made and carried.

Floyd W. Perks
MAYOR

ATTEST:

Kenneth A. Schofield
CITY CLERK

90298

AGREEMENT

WHEREAS, LAKESHORE ENTERPRISES, INC., an Idaho corporation, hereinafter referred to as the Corporation, leases certain properties from the Northern Pacific Railway Company upon which it operates the Lakeshore Tourist Park, which is within the 200 foot Northern Pacific Railway Company right of way and extends generally from the old City dock road on the North to the Railway bridge over Sand Creek on the South, and

WHEREAS, the CITY OF SANDPOINT, IDAHO, a Municipal corporation, hereinafter referred to as the City, owns in fee by reason of a deed from the Northern Pacific Railway Company properties directly adjoining to the East thereof, subject to recreational purposes and except a 100 foot strip situate where the old Northern Pacific Railway Company spur track was formerly, and

WHEREAS, the City now is and for some time last past has been engaged in the improvement of said general area for recreational purposes for beach and other water activities and picnic area, and pursuant to its long range plans wishes further beneficial development of said area in that said City desires to develop a boat basin on the South end of the Corporation's lease from the Northern Pacific Railway Company and in conjunction therewith needs a right of way for road purposes for ingress and egress thereto and further desires development of the physical beach to include fill and possible boat dock and sea wall in the area just to the East of the present Lakeshore Tourist Park, and

WHEREAS, the said Corporation wishes to aid in the development of said beach and civic area and also realizing that the development thereof is for the best interests of the public and should be of benefit monetarily to business ventures in Sandpoint,

FILED IN BOOK NO. 317 PAGE 93
 M. REQUEST OF
 BOONVILLE, BONNER COUNTY RECORDER
 May 13, 1913 AT 2:45 P.M.
 By _____

9.4

NOW THEREFORE, in consideration thereof and to accomplish the foregoing purposes, the City does hereby give and grant unto the Corporation a license and concession to maintain and operate the said properties to the East of the present Lakeshore Tourist Park between the said City dock road and the extension of the City beach road East, being a line drawn East from the North and East corner of Northern Pacific Railway Company Bridge No. 3 to the mean high water line of Lake Pend Oreille, for a period of ten years from December 1, 1957, with the full right and privilege under the auspices of the said City to control said properties, to build and construct thereon structures and improvements which are of a nature usually found in conjunction with beach and recreational purposes; with the right and privilege of making such charges and rentals for camping and trailer spaces thereon as the Corporation may wish as a reasonable rate for maintaining said area. The Corporation is authorized to fill on the said properties and to build and construct breakwaters, docks, and other facilities thereon as it may wish, provided, however, that the same be approved by the City prior to the construction thereof, and that the ownership be in the City; provided, further, that the Corporation may also for upkeep and maintenance thereof make reasonable charges for any moorage and dockage for said facilities. The Corporation shall pay to the City for said license and concession the sum of \$250.00 annually, payable on the last day of the year, and provided further, however, the improvements in any one year made to the said City properties to the East of said Lakeshore Tourist Park shall be approved by the Council and after such approval be deducted from the \$250.00 sum and said improvements shall carry over from year to year to apply upon further fees due from year to year.

The Corporation does hereby lease and demise to the City subject to the attached consent by Northern Pacific Railway Co. during the term of

its primary lease that portion of said lease on the South end thereof to be occupied by the City's proposed boat basin , plus an additional 50 foot strip running East and West for road purposes for ingress and egress to said boat basin, described as follows, to-wit:

(See Attached Schedule "A").

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 10th day of September, 1958.

LAKESHORE ENTERPRISES, INC.

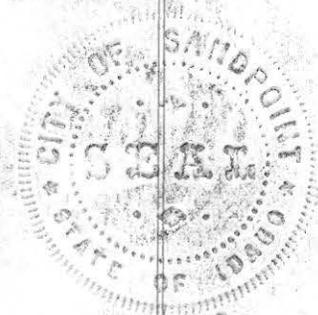
By: Wallace P. Earle
President

Attest: Regina L. Earle
Secretary

THE CITY OF SANDPOINT, IDAHO

By: Lloyd P. Rein
Mayor

Attest: Kenneth Backworth
Clerk



96

STATE OF IDAHO,)
:ss.
County of Bonner,)

On this 19th day of September, 1958, before me, the undersigned, a Notary Public for said State, personally appeared WALLACE P. EARLE and PEGGY L. EARLE, known to me to be the President and Secretary respectively of LAKESHORE ENTERPRISES, INC., the corporation whose name is subscribed to the above instrument, and acknowledged to me that they executed the above and foregoing instrument for and upon behalf of said Corporation and that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

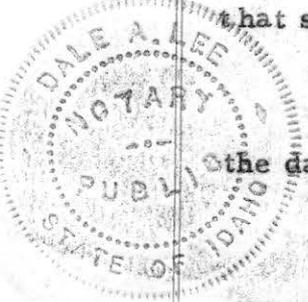
Ramond T. Greene Jr.
Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.

STATE OF IDAHO,)
:ss.
County of Bonner,)

On this 10th day of September, 1958, before me, the undersigned, a Notary Public for said State, personally appeared FLOYD A. PERKS and KENNETH HACKWORTH, known to me to be the Mayor and City Clerk respectively of the CITY OF SANDPOINT, IDAHO, the City whose name is subscribed to the above instrument, and acknowledged to me that they executed said instrument for and upon behalf of said City and that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Dale A. Lee
Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.



CONSENT TO SUBLEASE UNDER LEASE NO. 67444

AGREEMENT, made this 10th day of September, 1958, between NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called "Railway Company", LAKESHORE ENTERPRISES, INC., an Idaho corporation, hereinafter called "Lessee" and the CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter called "Sublessee",

By lease numbered 67444 and dated October 2, 1947, the Railway Company leased to HARRY E. NESBITT, who assigned his interest in said lease to the Lessee, certain premises at Sandpoint, Bonner County, State of Idaho.

Lessee and Sublessee desire the Railway Company's consent to a sublease of a portion of said premises from Lessee to Sublessee.

NOW THEREFORE, the parties hereto, in consideration of their mutually-dependent promises, hereby agree as follows:

- 1. Lessee and Sublessee shall jointly and severally perform and be bound by all of the terms, conditions and provisions of said lease as hereby modified during the term of the sublease from Lessee to said Sublessee.
- 2. Sublessee shall occupy and use a portion of said premises for the purpose of a boat basin and roadway and for no other purpose.
- 3. The Railway Company consents to the sublease from Lessee to Sublessee, provided that such consent shall not be construed to any further sublease of said premises.

IN WITNESS WHEREOF, the parties hereto have executed these presents in triplicate the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY

By [Signature]
Vice President

Attest: [Signature]
Secretary

LAKESHORE ENTERPRISES, INC.

By [Signature]
President

Attest: [Signature]
Secretary

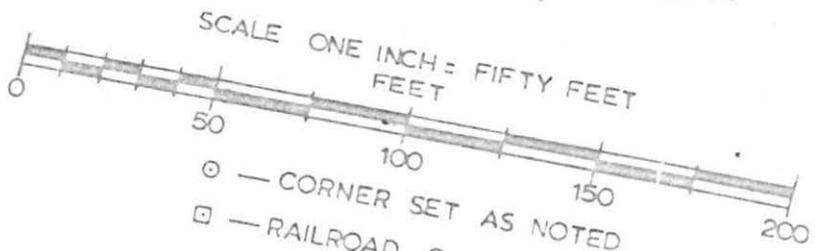
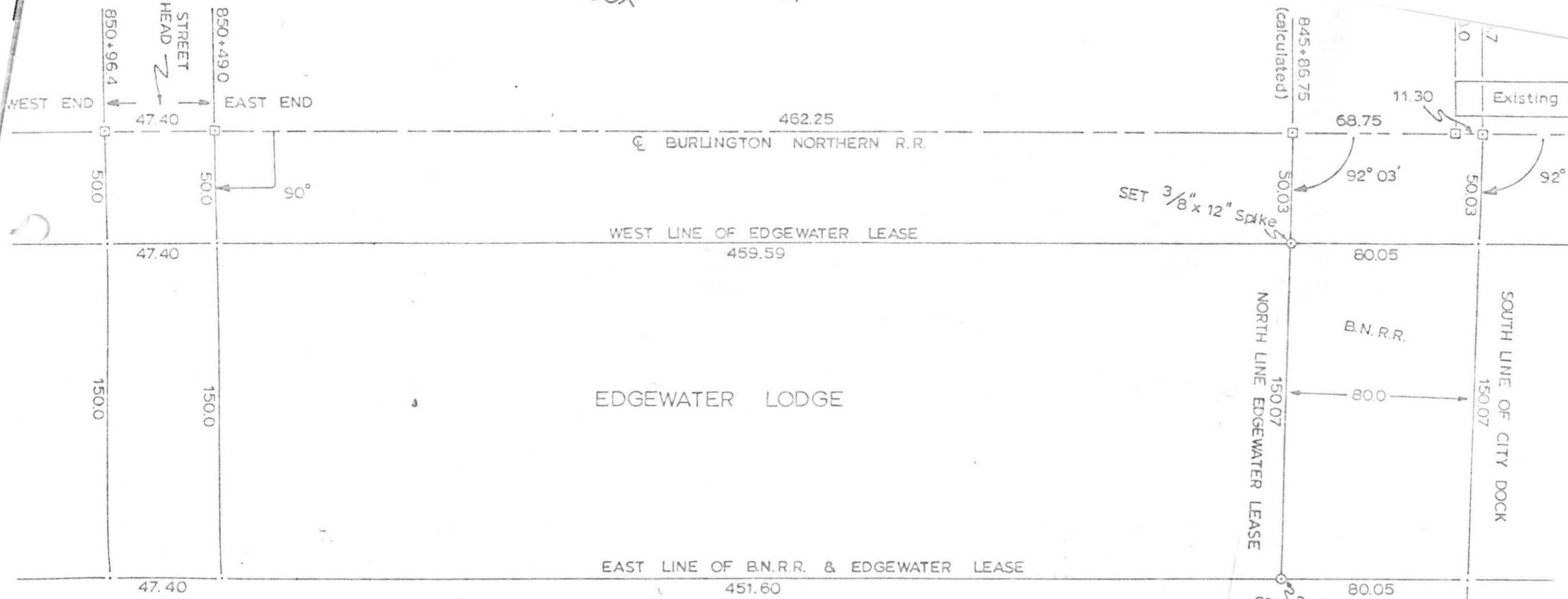
THE CITY OF SANDPOINT, IDAHO

By [Signature]
Mayor

Attest: [Signature]
Clerk



SECTION 23, T.57 N., R.2 W., B.M.
 BONNER COUNTY, IDAHO.
 for Robert Cox



- — CORNER SET AS NOTED
- — RAILROAD ☉ STATION POINTS from B.N.R.R. PLANS
- — POINTS NOT SET

I HEREBY CERTIFY THAT THE WITHIN PLAT IS CORRECT, AND THAT ALL CORNERS AND MARKERS SHOWN HAVE BEEN ESTABLISHED ON THE GROUND BY A SURVEY PERFORMED IN 1974.
 DATED: 4-26-74 SIGNED: [Signature]



Three-fourths of the members of the Council having voted in the affirmative, the Mayor declared the statutory provisions suspended.

The Ordinance was read the first time by title, the second time by title and the third time at length, section by section, and placed before the Council for final consideration, the question being, "Shall the Ordinance pass?"

Roll call vote resulted as follows:

AYES - Bert Lines, Louis Johnson, Archie Yager, Charlie Funkhouser, and Harold Gee.

NAYES - NONE

Absent and not voting - Ross Hall.

A majority having voted in favor of the ordinance, the Mayor declared the Ordinance passed.

On motion by Archie Yager, seconded by Bert Lines and carried unanimously an audit of the Water Department Books was authorized and the bid of Stone and Holiday to perform the audit was accepted.

On motion by Louis Johnson, seconded by Bert Lines and carried unanimously, the terms of the proposal of Lakeshore Enterprises, Inc. was accepted and deemed to constitute a tentative agreement between Lakeshore Enterprises, Inc., and the City of Sandpoint, subject to the approval of the Northern Pacific R.R. and after receipt of such approval there is to be a formal agreement negotiated by Lakeshore Enterprises, Inc., and the City of Sandpoint. *copy of Proposal on next page*

Joe Gibbons proposed to rent the City owned property known as the Poundmaster residence.

On motion by Archie Yager, seconded by Louis Johnson and carried unanimously the Pound Committee, consisting of Chairman Harold Gee, Ross Hall and Charlie Funkhouser were appointed to negotiate a rental agreement with Joe Gibbons, which agreement should be executed without further Council approval.

On motion by Archie Yager, seconded by Harold Gee and carried unanimously the liability insurance limitations for the City was set to be \$100,000.00 and \$300,000.00 Personal Liability and \$25,00.00 property damage liability.

City Attorney, Hardy Lyons, administered the Oath of Office of City Clerk and Police Judge to Kenneth Hackworth, and he therefore is duly appointed to said offices.

The following verified claims relating to the construction of the Sewage Disposal Plant of the City of Sandpoint, having been approved by the Finance Committee, were referred to the City Council, to-wit:

- Dan Deshon, claim dated June 10, 1958 \$8,588.00
- Arthur Tiggelbeck claim dated June 19, 1958 \$1,007.37.

It was moved by Charlie Funkhouser, seconded by Ross Hall and duly passed unanimously by the Council that said claims be paid and the City Clerk was instructed to draw and issue Interim Warrants, bearing interest at (4%) four percent per annum, in payment of said claims.

Meeting adjourned on motion at 10:52 P.M.

Harold Gee
MAYOR

ATTEST:
Kenneth Hackworth
CITY CLERK

ADDITION TO MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL HELD OF JUNE 25, 1958

WHEREAS, LAKESHORE ENTERPRISES, INC., an Idaho corporation, hereinafter referred to as the Corporation, leases certain properties from the Northern Pacific Railway Company upon which it operates the Lakeshore Tourist Park, which is within the 200 foot Northern Pacific right of way and extends generally from the old City dock road on the North to the Railway bridge over Sand Creek on the South, and

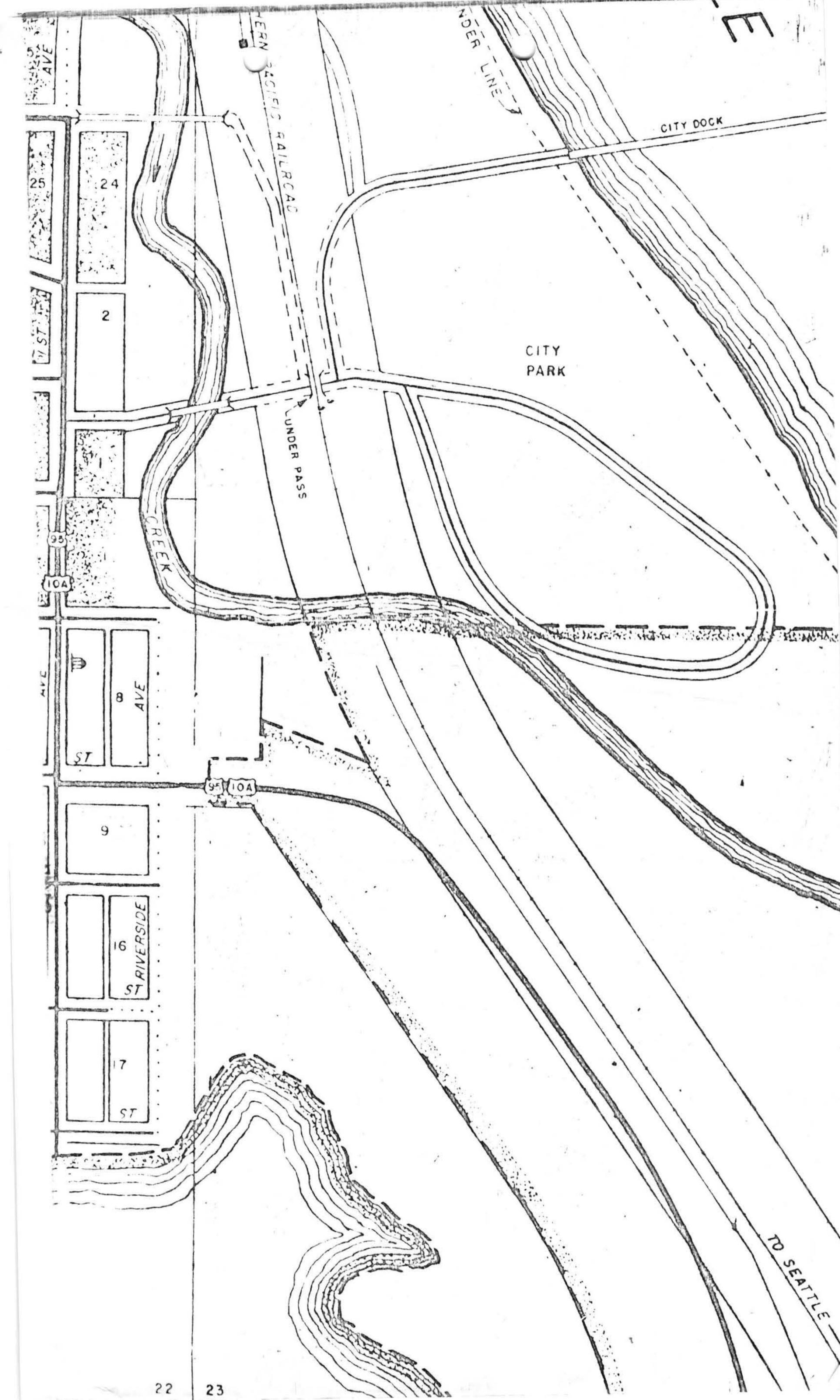
WHEREAS, THE CITY OF SANDPOINT, IDAHO, a Municipal corporation, hereinafter referred to as the City, owns in fee by reason of a deed from the Northern Pacific Railway Company properties directly adjoining to the East thereof, subject to recreational purposes and except a 100 foot strip situate where the old Northern Pacific spur track was formerly, and

WHEREAS, the City now is and for some time last past has been engaged in the improvement of said general area for recreational purposes for beach and other water activities and picnic area, and pursuant to its long range plans wishes further beneficial development of said area in that said City desires to develop a boat basin on the South end of the Corporation's lease from the Northern Pacific and in conjunction therewith needs a right of way for road purposes for ingress and egress thereto and further desires development of the physical beach to include fill and possible boat dock and sea wall in the area just to the East of the present Lakeshore Tourist Park, and

WHEREAS, the said Corporation wishes to aid in the development of said beach and civic area and also realizing that the development thereof is for the best interests of the public and should be of benefit monetarily to business ventures in Sandpoint,

NOW THEREFORE, in consideration thereof and to accomplish the foregoing purposes, the City shall give and grant unto the Corporation license and concession to maintain and operate the said properties to the East of the Present LakeShore Tourist Park between the said City dock road and the extension of the City beach road East (describe further) for a period of ten years from (length of the Corporation lease from the Northern Pacific Railway Company, beginning December 1, 1958 being approximately ten years) with the full right and privilege under the auspices of the said City to control said properties, to build and construct thereon structures and improvements which are of a nature usually found in conjunction with beach and recreational purposes; with the right and privilege of making such charges and rentals for camping and trailer spaces thereon as the Corporation may wish as a reasonable rate for maintaining said area. The Corporation is authorized to fill on the said properties and to build and construct breakwaters, docks and other facilities thereon as it may wish, provided, however, that the same be approved by the City prior to the construction thereof, and that the ownership be in the City; provided, further that the Corporation may also for upkeep and maintenance thereof make reasonable charges for any moorage and dockage for said facilities. The Corporation shall pay to the City for said license and concession the sum of \$250.00 annually, payable on the last day of the year; and provided further, however, the improvements in any one year made to the City properties to the East of said Lakeshore Tourist Park shall be approved by the Council and after such approved be deducted from the \$250.00 sum and said improvement shall carry over from year to year to apply upon further fees due from year to year.

The Corporation shall sub-lease or assign to the City as may be approved by the Northern Pacific Railway Company during the term of its primary lease that portion of said lease on the South end thereof to be occupied by the City's proposed boat basin, plus an addition 50 foot strip running East and West for road purposes for ingress and egress to said boat basin. (describe)



E

CITY DOCK

UNDER LINE

NORTH PACIFIC RAILROAD

CITY PARK

UNDER PASS

CREEK

TO SEATTLE

25

24

2

95

10A

AVE

8 AVE

ST

95 10A

9

16

RIVERSIDE ST

17

ST

22

23

Minutes 9/5/29

A. Montgomery	3.00	J. Gatzkiewicz	3.00	Frank Sargent	3.00
A. Chubb	5.00	W. Brittain	5.00	L. Ricard	5.00
A. Nelson	5.00	R. Dunn	5.00	Sandpoint Drug	2.15
Panada News S	.60	Coffer Auto W	3.25	Fred Chaney	97.00
Fred Chaney	4.00	Fred Chaney Asst	12.00	Frazier Groc Asst	61.75
Mt. States Pow	257.00	Robt Ellersick	20.00	Elsie Johnson	12.50
Lewis Fogel	4.00	C. A. Reece	45.36	R. Gatzkiewicz	106.00
A. H. Asher	110.00	Patricks Cafe	2.30	Frazier Groc Asst	40.00
Crescent Phar	2.80	Spt Auto Frt	1.00	Cranston Hdwe	25.38
Cady & Pier	54.53	Frazier Groc	4.05	P. M. Mitchell	1.35
Western Union	.78	Patrick Cafe	5.00	L. G. Thomason	16.38
Spt. Ice & Fuel	.75	M. W. Foster Hdwe	33.54	H. L. Mountjoy	12.35
City Water Asst	9.00	J. I. & Co Asst	35.00	Crane Co	140.67
Humbird L Co	2.04				

Councilman Adam recommended that a lease as previously outlined be given Mr. Krebs for a period of 20 years on the Tourist park. This recommendation being the recommendation of the Chamber of Commerce Committee. Attorney Asher seconded the recommendation and urged prompt action in the matter.

Councilman Cranston moved that the Council grant such lease for a period of 20 years and authorize the proper city officials to execute the instrument on behalf of the city. Seconded by Councilman Stebbins. Carried. With reference to an inquiry Mayor Brown inquired about the Tourist Park signs in the city streets.

Chief of Police Peters made inquiry as to ownership of the old Tourist Park. The matter was discussed it being apparent that ownership was still vested in the city, or through the Chamber of commerce.

*Beach
Tourist
Park*

Petitions for the formation of an Independent Highway district within the approximate boundary limits of the City of Sandpoint were presented. Attorney Asher stated that in his opinion future improvement in streets would be seriously impaired if the 10 mill general expense levy law was so interpreted by court action. Councilman Stebbins stated that the paving petitions were out but had received slow action. At this time the discussion of city street improvement and possible financial angles thereto with the present injunction suit coming up was general covering all phases of the question. Opinion was to the effect that the formation of a highway district would be good business.

Councilman Stebbins moved that the City Attorney be authorized to employ two men to circulate and obtain the required signatures on the petitions for the Highway district, and to direct the work as authorized by the Mayor and street and Alley Committee. Seconded by Councilman Cady. Carried.

Complaints were presented to the Council with reference to certain haulers of mill wood spilling same on the city streets to the serious danger of autos. Commissioner Nelson asked for some authority in handling the problem. Councilman Cady stated that many cars were being injured. Councilman Cady moved that the Chief of Police be instructed to take action in the matter and require the wood haulers to keep same off the streets or be prosecuted. Seconded by Councilman Frazier. Carried.

Councilman Frazier stated that his attention had been called to certain parties having dumped trees in the lower city park. The Clerk was instructed to write to these parties concerning same advising that action would be taken if condition was not remedied.

Councilman Cranston made inquiry as to permitting the Mountain States Power company to break the curbing when setting new poles. Councilman Stebbins also brought up the matter of new lights especially with reference to in front of Finney Hospital and other petitions already before the councils attention. The Street and Alley Committee was asked to get in touch with the Power Company and settle these problems as best could be done without any formal action.

Councilman Cady asked the City Attorney for advise in getting an alley opened up. Motion to adjourn. Carried.

9-5-29

REGULAR MEETING MAYOR AND COUNCIL
July 18, 1929

Mayor Brown called for roll call at 8:30P.M. but only three Councilmen responded present, and it appearing that the counter attraction of the show or other reasons had detained the balance of the Councilmen, a quorum was declared as not present and the Mayor adjourned the meeting until 9:00 A. M. July 19, 1929.

F. H. Strong, Clerk.

H. E. Brown, Mayor.

ADJOURNED MEETING MAYOR AND COUNCIL
July 19, 1929.

Roll Call: Councilman Stebbins absent.

Minutes of previous meeting read and approved.

No reports of officers or committees submitted.

At this time Mayor Brown announced that he had appointed WM. Cady as Councilman for the third Ward to take the place of C. J. Jacobson, resigned.

Councilman Adam moved, seconded by Councilman Frazier, that the appointment of Wm. Cady as councilman from the third Ward be Confirmed. Carried.

Councilman Adam moved, seconded by Councilman Cranston, that the Pend d'Oreille Review be designated as official paper in the publication of Ordinance 270. Carried.

Councilman Adam, Chairman of the Finance Committee, presented ordinance 270, the annual appropriation ordinance, and moved that same be given its first reading. Seconded by Councilman Cranston. Carried. The Ordinance was read by the Clerk.

Councilman Frazier, seconded by councilman Cranston, moved that the rules be suspended and that ordinance No. 270 be given its second reading. Carried. The ordinance was read by the Clerk.

Councilman Cranston, seconded by Councilman Frazier, moved that the rules be suspended and that Ordinance (No. 270) be given its third and final reading. Carried. The ordinance was read by the Clerk.

Councilman Cranston, seconded by Councilman Adam, moved that the ordinance No. 270 as read be passed. Carried.

*Beach
Council
Back*
Councilman Adam suggested that some action be taken in the matter of defining the length the lease which the city was executing with Mr. Krebs on the Tourist Park was to run. The Matter was discussed. Some thought ten years was too short a time considering the contemplated improvements. No time was set.

Mayor Brown referred this matter to the Council Committee working on same to consult with the Chamber of Commerce committee and arrive at an equitable solution, and gave them power to act upon advise of the City attorney.

Motion to adjourn. Carried.

F H Strong Clerk

H. E. Brown, Mayor.

H. A. Sewell	1100.24	Stevens & Koon	283.69	SI Ry Co	303.57
Fraz Groc Asst	15.00	Economy/Groc/A/X		Frank Sefviss	29.00
R. Gatzkeiwicz	90.00	F. Groc Asst	100.00	Claud Moody	44.00
Spt. Drug	3.55	Arnett & Son	22.70	Hughes & Co	111.94
Crane Co	73.94	Panida N Stand	4.35	L. G. Tomason	27.53
L. A. Snow Co	27.56	Economy Fuel Co	6.50	Sandpoint A Frt	3.30
Gady & Pier	79.56	W. Ellbson	9.00	MWFoster	40.03
National Meter Co	82.42	Als Dray Line	7.59	Lyons Print	6.00
H. L. Mountjoy	1.00	J. L. & Co Asst	5.00	Int. Utilities	1.50
Daily Bulletin	4.60	Daily Panidan	4.60	J. L & Co Asst	35.00
Frazier Groc	35.00	Mer. Del.	3.50	Lincoln Garage	26.37
P. M. Mitchell	9.00	Chas H. Pike	38.65	Cranston Bros	11.12
Economy Fuel	3.50				

A letter was read from Attorney Myrvin Davis, representing Mrs. Susan Kern, alleged to have been injured while crossing city streets, and requesting That the City recompense her to the amount of \$400.00. Mayor Brown requested the City Attorney for an opinion on same and Mr. Asher stated that in his opinion no evidence of liability for negligence on the part of the city had been shown, same being a condition of weather. Councilman Stebbins moved that the matter be laid on the table. Seconded by Councilman Frazier. Carried.

A Letter from the Pend d'Oreille Creamery Co requesting that Oak from ~~11th/Ave./fr~~ Fourth to the SI Tracks be resurfaced was read. Mayor Brown referred this to the Street and Alley Comm.

At this time the imperative need for better street conditions in Sandpoint and necessity of finance to cover same was discussed. The Independent Road District movement of same time ago was revived and the Council was of the opinion that this was the only possible solution of attaining the desired situation.

Councilman Stebbins moved that the City Attorney draw up the necessary petition for presentment to the County Commissioners as initial step in the formation of an Independent Highway district. Seconded by Councilman Leisong. Carried.

A letter was read from the Northern Pacific with reference to the sub-lease of the Tourist park, advising that this had been OKed and asking that the original lease be returned so that this be incorporated therein. Referred to Attorney Asher.

*Beach
Tourist
park*

A letter from Mr. Asher advising the City to make an accurate examination of the defective sidewalk in Dist. No. 13, to have report filed and information given to the contractor and bonding company. He enclosed a letter from Mr. Kiely who stated that he wanted information and was glad to do what was right in the matter.

The Resignation of Councilman Jacobson was brought up. Councilman Frazier moved, seconded by Councilman Adam that the resignation of Councilman Jacobson be accepted. Carried.

Mayor Brown stated that he was not read to present the name of anyone to fill the vacancy but that by the next council meeting he would try and have an appointee.

Meeting adjourned.

H Strong
H Strong Clerk

H. E. Brown, Mayor

The Clerk reported that he had taken up the matter of the sidewalk on Main and that it would probably be laid without further action from the city.

Mayor Brown asked for Council action on Mr. Sullivans recommendations on the Pine Street paving. Councilman Adma seconded by Councilman Stebbins moved that the matter be referred to the S & A Comm. with power to act. Carried.

Councilman Frazier informed the Council that in his opinion existing ordinances covering the dumping of rubbish etc be strictly enforced henceforth, especially that the town was all cleaned up for a good starter. Mayor Brown stated that He had looked up the law on this and believed the ordinances fully covered the matter and he would instruct the Police department to see that it was followed. The matter was referred to the Health and Sanitation Comm to work out a program and with power to act.

Mr. R. S. McCrea Addressed the council stating that the tourist park which was on ground leased to the City by the NP Ry co and which had been handled in the past by the Chamber of Commerce, now required more fixing up to compete with the present demand of motorists, that the expense so required was greater than the Chamber could expend, however that they were in receipt of an application to sub-lease and he felt that if the required lease could be obtained from the NP for the prospective leasor, Mr. H. E. Krebs, that a fine park could be maintained. Attorney Asher recommended that the city try and obtain such lease for Mr. Krebs. Councilman Frazier moved that the City take measures to get a proper lease for Mr. Krebs to carry out the suggestions of the Chamber of Commerce. Seconded by Councilman Cranston. Carried.

Mayor Brown Appointed Councilman Cranston chairman, and Councilmen Stebbins and Frazier additional members of a canvassing board to canvass the returns of the Municipal election of April 23, 1929.

The judges reports and books were examined and checked and the following vote was reported to the Clerk.

For Mayor	H. E. Brown	225 votes
	Peter Johnson	1 vote
	H. E. Thomason	2 votes
	J. B. Gardner	1 vote
	M. L. Bruce	1 vote
For Clerk	F H Strong	230 votes
For Treasurer	AK Bowden	226 votes
For Councilman 1st Ward	A. M. Stebbins	227 votes
	J. C. Cranston	229 votes
For Councilmen 2nd Ward	O. S. Frazier	229 votes
	Jos Leising	228 votes
For Councilmen 3rd Ward	J. R. Adam	226 votes
	C. J. Jacobson	226 votes
	A. H. Allen	1 vote
	Earl Græef	1 vote
	C. F. Ewing	1 vote
	Chris Larson	1 vote

To raise a Band fund not exceeding
 mill levy Yes 147 votes
 No 63 votes

Whereupon His Honor Mayor Brown declared as having received a majority vote and thereby having been duly elected for the next administration, the following as indicated:

Mayor H. E. Brown, Clerk F. H. Strong, Treasurer A. K. Bowden, Councilmen A. M. Stebbins, J. C. Cranston, O. S. Frazier, Jos. Leising, J. R. Adam, C. J. Jacobson. He further declared that the vote for Yes on the Band Levy had carried.

There being no further business to transact, motion to adjourn was in order and wherefore and by which there passed into the realm of history, (if not the handsomest one of the busiest administrations presided.)

H. Strong, Clerk

H. E. Brown Mayor

prepare recommendations for amendment of the present ordinance covering and report back at the next meeting.

Attorney Asher stated that the negotiations with the Chicago Bonding house offering the best proposition were progressing satisfactorily and that the terms as outlined in the City's proposition were acceptable. Mr. Asher further stated that he had done considerable work in getting the preliminary work completed and that he expected the matter to be shortly in hand so that Council Ratification could be made.

The request of the Street Commissioner in his report relative to opening of two alleys was referred to the S. & Alley Committee.

Councilman Cranston stated that a short sidewalk across the alley on the Post office building block was needed. This was referred to the Street and Alley Committee with power to act.

Councilman Cranston introduced a petition carrying certified signatures of more than 60% of the resident property owners in a proposed improvement district, requesting the Council to create an improvement district for the purpose of paving Etiold Ave south to Lakeside Blvd. East to Haren and up Haren to the south line of Antone Street. Short discussion was made as to costs and estimates etc. Approximate costs for the 20 ft wide paving were \$ 5.00 for paving, 2.50 for excavating and drainage and 50 for misc, a total of approximately 8.00 per lineal foot. The proposed ordinance of intention, No. 250 was read by the Clerk. It was moved by Councilman Cranston that the rules be suspended and the proposed ordinance be given its second reading. Seconded by Councilman Adam. Carried. Moved by Councilman Cranston that the rules be suspended and the proposed ordinance be given its third and final reading. Seconded by Councilman Adam. Carried. Moved by Councilman Cranston seconded by Councilman Adam that the ordinance be passed. Carried.

The Clerk stated that he had been given several petitions from districts in the west part of town calling for sidewalk improvements. Some of the petitions calling for cement sidewalks carried without doubt the requisite number of signatures while others were doubtful. There was also a question relative to certain parties putting in their own walks in the proposed districts. This latter question was ruled OK if the work was done previous to the forming of an improvement district. Mr. E. J. Elliott at this time rose and requested that the council hurry up the sidewalk proposition as summer would soon find winter coming. Councilman Adam suggested that the Mayor employ some competent party to immediately go over the district and ascertain the resident and non resident property owners, to check the signatures on the petitions and in general create a definite map of the district so that definite action could be taken shortly. Mr. Brown thought it best to include estimates for four and five foot walks and find out what size was wanted. After discussion Mayor Brown referred the matter to the S. & A. Committee authorizing them to hire the party to make this survey and if the data was assembled in time to call for a special meeting of the council to pass on same. Councilman Adam put this in the form of a motion which was seconded by Councilman Cranston and upon vote was carried.

Mr. Elliott reported that press of business had curtailed his investigations on the light and power propositions but that he made a trip into Montana and give the council some interesting figures in comparison of Havre, Mont lighting and Sandpoint lighting. Councilman Cranston did some figuring and informed the Council that if Sandpoint were to get "lit up" on the same scale at our present rates it would take \$15000 a year to pay the bill.

A representative of a steel pipe concern addressed the council shortly on the merits of his product but no action was taken.

Councilman Adam brought up the matter of the yearly park fund and the clerk was authorized to go into the matter with Treasurer Cowden and work out a legal method to have this fund applied for which it was appropriated.

BONNER COUNTY
ABSTRACT
CO.
SANDPOINT, IDAHO

56215

NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the Railway Company, in consideration of the rents to be paid and covenants to be performed by the City of Sandpoint, hereinafter called the lessee, leases to the lessee the following premises at Sandpoint, Idaho, to-wit:

All that portion of Lot 2 and the SW $\frac{1}{4}$ of Sec 23 Tp 57 NR2 WBM, Bonner County, Idaho, lying between two lines drawn parallel with and distant respectively 100 feet and 200 feet Easterly, when measured at right angles, from the center line of the main track of the N.P. Ry Co. as the same is now constructed and operated, said strip lying between the South line of said Sec 23 and the Southerly line of the City Dock produced West.

To have and to hold, subject to the provisions following, and until this lease is terminated as hereinafter provided;

1. As rental the lessee shall pay the sum of \$1.00, receipt of which is hereby acknowledged, for the full term hereof, together with all taxes and assessments levied against the premises during the term.

2. The lessee will occupy the premises for park purposes and will, during the term continue to use the premises for that purpose and for no other. Without the written consent of the Ry. Co. the Lessee will not assign the lease or any interest therein, or sublet.

3. The railway Company may terminate this lease at any time upon written notice of not less than ninety days, with or without assigning any reason therefor, and the lessee agrees to surrender and vacate the premises immediately upon the termination of this lease.

4. The Railway Company shall not be held liable or be assessed for any of the expense for the construction or maintenance of said park.

5. The Railway Company maintains its railroad bridge over Lake Pend d'Oreille, in the vicinity of the premises, and regards it important to the safety of the bridge that the water way shall not be narrowed unduly. It is therefore made a condition of this lease that the lessee shall not extend the premises into the waters of Lake Pend d'Oreille by filling beyond the East abutment of said bridge, without the written consent of the Railway Company.

6. The rights herein granted are subject to the rights granted City of Sandpoint, under highway easement No. 22715, dated February 7, 1910, and water pipe line permit No. 35193, dated September 1, 1919, and to the rights granted to Mountain States Power Company and the Interstate Utilities Company, under Under Electric Line Crossing Permit No. 35306, dated October 1, 1919.

7. This lease is effective as of April 30, 1922.

IN WITNESS WHEREOF, the parties have executed these presents this 12th day of July, 1922.

7-12-22