

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at **6:00 P.M.**
AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

February 6, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Tyler Morton with the Church of Jesus Christ of Latter-day Saints

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. [Action Item.](#)

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action for those items listed on the agenda.)

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

F. ANNOUNCEMENTS

1. City Council
2. Mayor –
 - a. Sidewalk Snow Removal discussion
 - b. Appointment of Kenny Gabriel to the Personnel Appeals Board.

G. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the January 16, 2023 and January 22, 2024, Council Meetings.

2. Approval of Bills as Submitted.
3. Setting of General Services/Public Works Committee Meeting for Monday, February 12, 2024, at 12:00 noon.
4. Setting of a Public Hearings for **March 5, 2024**: ZC-1-24; A Zone Change request from NC (Neighborhood Commercial) to C-17 for property located at the SE corner of the intersection of 15th Street and Best Avenue; requested by GS4 Property Inc.
5. Approval of Cemetery lots Repurchase; Delora and Charles Brooks; Section RIV, Block H, Lots 347 and 348 in the amount of \$1,000.00

As recommend by the City Clerk

6. Approval of SS-22-05, Springhaven Place Final Plat
7. Approval of SS-23-10, Heritage Square 1st Addition, Final Plat
8. Approval of SS-23-13c, La Vista at Atlas Waterfront Condominiums, Final Plat

As recommended by the City Engineer

H. OTHER BUSINESS:

1. **Resolution No. 24-011** - Approval of Change Order #2 in the amount of \$32,197.89 to the Contract with Wood Boat Builders, LLC, d/b/a StanCraft Construction Group, for the Streets & Engineering Building Remodel Project.

Staff Report by: Todd Feusier, Streets and Engineering Director

2. **Resolution No. 24-012** - Approval of the purchase of Water Meter Boxes from the lowest responsive bidder, Consolidated Supply Company, in the amount of \$85,311.58, in accordance with the purchasing policy adopted by Resolution No. 17-061.

Staff Report by: Glen Poelstra, Water Department Assistant Director

3. **Resolution No. 24-013** - Approving a revised Pavement Cut Policy

Staff Report by: Todd Feusier, Streets and Engineering Director

4. **Resolution No. 24-014** - Revoking the voluntary reallocation of the City's share of the Idaho State Opioid Settlement to Panhandle Health District, and approving the use of said funds to create an opioid task force by adding two positions to the Police Department in FY 24-25 for that purpose.

Staff Report by: Police Chief Lee White

5. **Resolution No. 24-015** - Approving the final payment for two (2) loaders leased from Western States Equipment.

Staff Report by: Mike Anderson, Wastewater Director

6. Provide direction and budget authority to the City Administrator to fill the City Treasurer/Finance Director position.

Staff Report by: Troy Tymesen, City Administrator

I. PUBLIC HEARING:

Feel free to sign up to testify in advance at <https://www.cdaid.org/signinpublic/Signinformlist>

1. (Quasi-judicial) – ZC-1-23; request for a zone change from the R-17 (MO – Midtown Overlay) to the C-17L (MO) zoning district, Location: 707 N. 4th Street; requester: Jay Lange

Staff Report by: Sean Holm, Senior Planner

- a. **Council Bill 24-1001**, Approving ZC-1-23; request for a zone change from the R-17 (MO – Midtown Overlay) to the C-17L (MO) zoning district, Location: 707 N. 4th Street.

J. ADJOURNMENT

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.



Coeur d'Alene CITY COUNCIL MEETING

February 06, 2024

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

Council Members McEvers, English, Evans, Gookin, Miller, Wood

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: FEBRUARY 6, 2024

RE: APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the February 6, 2024, Council Meeting:

PERSONNEL APPEALS BOARD

KENNEY GABRIEL

A Copy of the data sheet has been placed in front of your mailboxes.

Sincerely,

Renata McLeod
City Clerk

CONSENT CALENDAR

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

January 16, 2024

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on January 16, 2024 at 6:00 p.m., there being present upon roll call the following members:

James Hammond, Mayor

Dan Gookin) Members of Council Present
Kiki Miller)
Dan English)
Woody McEvers)
Amy Evans)
Christie Wood)

CALL TO ORDER: Mayor Hammond called the meeting to order.

INVOCATION: Pastor Kirk E. Anderson with Lutheran Church of the Master provided the invocation.

PLEDGE OF ALLEGIANCE: Evan Horan and Kai Owens with Scout Troop #3 led the pledge of allegiance.

PUBLIC COMMENTS:

Kevin Jester, Coeur d'Alene, thanked the Council for the work they do in the community. He noted that he has lived in the college campus area and was a Coeur d'Alene business owner for over 20 years. He would like to ensure quality of life for the community by requesting an amendment to the Comprehensive Plan to make the North Idaho College (NIC) campus a "university zoning district" to safeguard it from future development other than a higher education use. Due to the unprecedented status of the accreditation of NIC, this zoning would provide stability to the current property use.

Patty Jester, Coeur d'Alene, noted she was in support of the university zoning district.

Johnathan Burns, Coeur d'Alene, spoke in support of a university district and would like higher education protected.

Ann Melbourn, Coeur d'Alene, spoke in support of the university zoning district.

Kathryn Boss, Coeur d'Alene, stated she was a 34-year property owner in the Fort Grounds area and spoke in support of the university zoning district. She expressed concern about the future of

the property.

Bill Elliot, Coeur d'Alene, spoke in support of the university zoning district. As parents of NIC graduates they would like it to remain an educational use for the future.

COUNCIL ANNOUNCEMENTS:

Councilmember Wood noted that the City Attorney prepared a white paper on what a university district is and it is something the Council could do. She felt the Council should plan for the worst by having City staff prepare the documents that would provide the City the ability to create a university district. She noted that the college has not responded to requests to speak about the subject.

Councilmember English said he would support exploring a university district.

Councilmember Gookin stated that he concurs with the university district as the property is public and this would provide a method for the property to stay public, for educational purposes.

MOTION: Motion by Wood seconded by Gookin to request the Planning and Zoning Department to bring forward a proposal to update the Comprehensive Plan to create the university district by April 2024.

DISCUSSION: Councilmember McEvers asked if the College would need to be involved or if this would solely be a Council decision. The Mayor clarified the college could testify at a meeting. Councilmember Gookin asked the City Attorney what the City's authority is, with Mr. Adams responding that the City has the right to rezone any property, being mindful to not create a takings, and the college designated as a university district would not be a taking.

Motion Carried.

OATH OF OFFICE: City Clerk Renata McLeod administered the oath of office to re-elected Councilmember Christie Wood.

CONSENT CALENDAR: Motion by McEvers, second by Evans, to approve the consent calendar.

1. Approval of Council Minutes for the January 2, 2024 Council Meeting.
2. Approval of the General Services/Public Works Committee January 8, 2023, Meeting Minutes.
3. Setting a public hearing for: February 6, 2024 for ZC-1-23; request for a zone change from the R-17 (MO – Midtown Overlay) to the C-17L (MO) zoning district, Location: 707 N. 4th Street; requester: Jay Lange
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of **Resolution No. 24-004- A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT TO PERFORM SUBDIVISION WORK AND PROVIDE SECURITY,**

AND FINAL PLAT FOR HUTTON ADDITION [SS-23-06]; AND A SUB-RECIPIENT AGREEMENT WITH THE IDAHO OFFICE OF EMERGENCY MANAGEMENT FOR A GRANT IN THE AMOUNT OF \$160,508.00, INCLUDING A \$16,050.80 CITY MATCH, FOR A FIRE DEPARTMENT GENERATOR, AND ASSOCIATED ELECTRICAL WORK AND CONSTRUCTION.

ROLL CALL: Gookin Aye; Evans Aye; English Aye; Miller Aye; McEvers Aye. **Motion Carried.**

RESOLUTION NO. 24-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PARKING AGREEMENT BETWEEN PAUL A. WILES (ROPAUL, INC., D/B/A THE BREAKFAST NOOK) AND SURREAL TRUST LLC FOR OFF-SITE PARKING SPACES FOR PROPERTY LOCATED AT 1717 N. 3RD STREET ON PROPERTY LOCATED AT 1719 N. 4TH STREET.

STAFF REPORT: Senior Planner Sean Holm explained that in 2008 a building permit was issued, for property located at 1717 N. 3rd Street, by the City to allow the owner to construct a 3,720 sq. ft. two-story office building with substantial internal storage in the rear of the building. At the time, the business installed home electronics which is why so much area was dedicated to storage. Since storage use requires only approximately 1/3 the amount of parking otherwise required, the site as developed required only five (5) stalls. There is no room to add additional parking. The new owner of the building, SurReal Trust LLC, has applied to convert a portion of the storage area into additional office space. However, this will require additional parking. As noted, there is not enough room to meet current parking standards for the proposed use. The Off-Street Parking, Loading and Display Lot Regulations, Municipal Code Chapter 17.44, require one stall per 330 sq. ft. of floor space, which would prevent the new owners from converting the storage to office. The Regulations allow a property to have off-site parking with a parking agreement that guarantees the requisite number of spaces into the future. City records indicate the Breakfast Nook building (1719 N. 4th Street, owned by Paul A. Wiles), which lies across 3rd Street from 1717 N. 3rd Street, measures 2,547 sq. ft above grade. The Parking Regulations require food & beverage establishments (on-site consumption) to provide parking at a ratio of one (1) stall per 200 sq. ft. (1:200) necessitating thirteen (13) stalls for the restaurant. Staff review of existing parking stalls shows a minimum of forty (40) stalls on-site, which is sufficient to allow the neighbor to lease the proposed stalls. The City's only cost is to administer this parking agreement request. Administration involves periodic monitoring of the use of the building and enforcement as needed. In this particular case, reciprocal parking would be the best path forward due to having similar operational hours. The proposed parking agreement notes that four (4) stalls are needed for SurReal Trust LLC. to meet the parking requirement, which would be leased from Paul A. Wiles, the owner of the property at 1719 N. 4th Street, occupied by the business known as The Breakfast Nook, at \$100/month. The agreement requires the City to be notified if the parking agreement is terminated, at which time the City will re-evaluate the required parking. The off-site parking is located within 400 feet of the property as required by Code and the parking agreement will be recorded in the County Recorder's Office.

DISCUSSION: Councilmember McEvers asked if the City has authorized these types of agreements before. Mr. Holm noted it does not happen often as most agreements are for shared use, based on different hours of operations. Councilmember Miller asked how far away the shared parking would be, with Mr. Holm stating it was 80 feet and 400 feet is allowed. Councilmember Gookin noted he is not a fan of these agreements as there is potential that we are running out of parking city-wide, as is the case with at least one downtown building that has no employee parking. Mr. Holm noted that if they can't meet the parking code they would not be able to get a permit. Councilmember Gookin asked if they could use street parking, with Mr. Holm confirming people, including employees can park on the street, but they can't claim it for individual use in order to meet code. Councilmember Gookin expressed concern that the Breakfast Nook has more parking than the code requires, but code doesn't seem to require enough spaces as the lot often is full. Mr. Holm noted that when that occurs customers and employees would have to find a spot as close as they could, and clarified the code doesn't require that the stalls have to be signed as shared with another business. He noted when there is a change of ownership, Council could cancel the agreement. Councilmember Gookin asked if there are any other agreements on this property, with Mr. Holm noting there aren't any known.

Phil Billings, the owner of SurReal Trust LLC. noted that they occupy the building noted that that the new church parking lot was completed within the last month; however, he already had the agreement with the Breakfast Nook prior as they needed an agreement in place before they could get a building permit. He noted that the business operates Monday through Friday, and only has employee's onsite as the business is virtual, and some employees work from home. When the employees are on site they find parking along the side streets, but the code requires agreement in order for the construction to move forward. Councilmember Gookin noted that parking is a premium; however, they can come back in the future and renegotiate with the church if there is a problem with the Breakfast Nook. Councilmember Wood noted that the Breakfast Nook has more spaces than required and she is glad the businesses are working together. Mayor Hammond noted that one of his concerns is storm water runoff, and sometimes the city requires so much parking that drains into the street, which eventually drains to the lake, so if we can avoid making more impervious surfaces we should do so. Councilmember McEvers asked when the parking requirements were last reviewed, with Mr. Holm noting it was around 2009, which resulted in a reduction to the standards. Councilmember Gookin expressed concern that if more of these requests come forward, it would indicate a parking problem. Councilmember Miller noted neighborhoods are often impacted by area commercial uses without enough parking, so the City should be cautious about these requests.

MOTION: Motion by Evans, seconded by Miller, to approve **Resolution No. 24-005**, Approval of a Reciprocal Parking Agreement for 1717 N. 3rd Street to allow conversion of existing storage space to Professional Office Use within the structure.

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion Carried.

RESOLUTION NO. 24-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #1 TO THE SOLIDS IMPROVEMENTS CONTRACT WITH APOLLO, INC., IN THE AMOUNT OF \$224,305.92 FOR CONTROL ROOM MODIFICATION, REPLACEMENT OF LEAKING CAUSTIC LINE, HOT WATER LINE REPLACEMENT, AND TEMPORARY START UP OF CENTRIFUGE.

STAFF REPORT: Wastewater Capital Programs Manger Mike Becker noted that the Solids Building Improvement project approved in May 2023 for the installation of the new centrifuge to ensure redundancy to the wastewater dewatering operations, needs additional items included in Change Order #1. Additions include Control Room option to include the double door, mini-split and exterior elevated slab, which was not included in the bid as the panel was not fabricated at the time of the bid; Caustic Line replacement and extension, discovered after the bid was awarded; Hot Water Line replacement, which was the last remaining piece that was not replaced years ago, so timing is better with this project; and GEA Second (2nd) Centrifuge start-up. Mr. Becker noted that the budget amount for the project is \$6,450,000.00, with the contract with Apollo Inc. at \$5,441,903.00, there is budget available to cover the \$224,305.92 Change Order.

DISCUSSION: Councilmember McEvers asked about age of the building, with Mr. Becker noting that it's an old building that is being remodeled. Councilmember Wood asked for more information about why these amendments are needed now. Mr. Becker noted it is less expensive to do the changes now, while the construction crew is on site, and it avoids the need to go back out to bid at a higher price and timeline delays.

MOTION: Motion by McEvers, seconded by Wood, to approve **Resolution No. 24-006**, Approval of Change Order #1 to the Solids Building Improvements Contract with Apollo, Inc., in the amount of \$224,305.92.

ROLL CALL: Wood Aye; Evanes Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion Carried.

RESOLUTION NO. 24-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE PLANNING DEPARTMENT AND THE HISTORIC PRESERVATION COMMISSION TO APPLY FOR AND, IF AWARDED, ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT FOR CONSULTANT ASSISTANCE TO CONDUCT A HISTORIC SURVEY OF DOWNTOWN PROPERTIES, FOR AN AMOUNT BETWEEN \$9,000.00 AND \$15,000.00.

STAFF REPORT: Community Planning Director Hilary Patterson requested the Council authorize staff to apply for Certified Local Government (CLG) grant funds for Consultant Assistance to conduct a historic survey of downtown properties in an amount ranging from \$9,000 to \$15,000. She noted the adopted Historic Preservation Plan (HPP) includes an Action Plan for consideration by the City Council, and, if approved, priority items for the Planning

Commission and staff to implement over time. One of the priority items is to survey existing historic resources, including the Downtown. The consultant fee for a survey of the properties in Downtown Coeur d'Alene is estimated to range from \$8,400 for the smaller boundary and up to \$14,800 for an expanded boundary. Staff and the Commission would like to apply for CLG grant funds in the amount ranging from \$9,000 to \$15,000.00 for the effort, depending upon what funds are available. If awarded, there is a 1 to 1 match required, but can be in-kind match. The volunteer rate is \$27.79/hour and City staff time used on commission can also be used as match, at the fully loaded rate. The CLG grant requires a match, which can be in-kind. For this grant request, it is anticipated that the City's match would be in-kind with hours spent by staff and the commission members on the Historic Preservation Commission business and specific volunteer hours assisting with the survey work, with a small cash match of \$500 to cover printing costs. The match would be met with \$500 from the Planning Department's professional services budget, staff time (billed at the fully loaded rate) and volunteer time (billed at the \$27.79/hour rate) for commission members. It is estimated that the staff and commission time would more than meet the requirement with attendance at commission meetings, time spent on historic surveys of the properties, and public outreach. If awarded the CLG grant funds, the project would be anticipated to start September 1, 2024. The final products and reimbursement request would be due by September 1, 2026.

DISCUSSION: Councilmember McEvers what is included in the survey requested, with Ms. Patterson noting it would identify the nature of the building, architectural features, age of the building, any historically significant events associated with the building and will include photography. Councilmember McEvers clarified that this would not prohibit anyone from doing anything with their buildings. Councilmember Miller asked if anyone had any data regarding the volks walks or marches, which were tours of town in the past. She said it would be helpful to have any photos or maps used for those tours. Please contact her or the City's Administration Department (208-666-5754) with information.

MOTION: Motion by McEvers, seconded by Miller to approve **Resolution No. 24-007**, authorizing staff and the Historic Preservation Commission to apply for, and accept if awarded, a Certified Local Government grant funds for Consultant Assistance to conduct a historic survey of downtown properties in an amount between \$9,000.00 to \$15,000.00.

ROLL CALL: Evans Aye; Miler Aye; McEvers Aye; Gookin Aye; English Aye; Wood Aye.
Motion carried.

LEGISLATIVE HEARING FOR THE ADOPTION OF THE CAPITAL IMPROVEMENT PLANS FOR PARKS, TRANSPORTATION, POLICE AND FIRE IN SUPPORT OF DEVELOPMENT IMPACT FEES AND THE ADOPTION OF IMPACT AND ANNEXATION FEES.

STAFF REPORT: Senior Planner Sean Holm noted that City has collaborated with a consultant team to update both development impact fees in accordance with Title 67, Chapter 82, Idaho Code, and annexation fees in accordance with Title 50, Chapter 2, Idaho Code. Welch Comer Engineers (overall project management, needs assessments, and Capital Improvements Plans), FCS Group (analysis alternatives, fee calculations, study), and Iteris (regional

demand/traffic modeling) have contributed to the project. City Council and Staff have provided direction and oversight. The existing development impact fee study dates back to 2004, and the annexation fee was last amended in 1998. The consultant team worked on Capital Improvements Plans (CIPs) for Parks, Transportation, Police, and Fire, and included needs assessments for Police and Fire. They were vetted with the respective departments, reviewed by the Planning and Zoning Commission acting as the Development Impact Fee Advisory Committee (“DIFAC”), and discussed at workshops which included a joint one with the City Council on September 25, 2023. Mr. Holm noted that they will be presenting all the information for the three actions items requested this evening and introduced Melissa Cleveland, with Welch Comer to present the specific information regarding the capital improvement plans and fees to fund future service needs. Ms. Cleveland provided an overview of the legal requirements of Capital Improvement Plans and noted the various public meetings and workshops held. She explained that the project costs were determined by a review of various master plans, vetting project need, building and transportation costs and staff knowledge. She noted that they have reviewed the Parks CIP and made some amendments which resulted in lowering costs by \$5.2 Million. In reviewing the Transportation CIP, they determined it was appropriate to removed Julia Street overpass. Ms. Cleveland noted that out of the \$88.2 Million in transportation projects costs, \$30.7 Million were eligible for impact fees. She noted that the Fire CIP hadn’t changed since January 2. The Police CIP changed to reflect a difference in the sub-station and to not be specifically denoted as downtown.

Todd Chase with the FCS Group explained that the Impact Fee Study would need to be adopted by Council as the basis for the fees. He explained that the study would update the 2004 previously approved study. Additionally, the annexation fee was last calculated in 1998 and was in need of updating. Impact fees are a proactively allocate funds to address the associated needs of growth. The study sets forth the maximum defensible fee as allowed under Idaho code. He explained that Units of Growth were calculated as follows for Transportation (Peak Hour Vehicle Trips on City Roadways), for Bicycle / Ped Facilities (Person Trips), for Parks (Population, Visitors), and for Fire and Police (Residential and Non-Res Development). He noted that there is an option to charge parks fees for residential and non-residential customers, with the impact to residential growth costs if non-residential customers don’t pay a park fee. Mr. Chase provided specific calculations of a residential dwelling, hotel, restaurant, office space and an apartment building. He clarified that they assumed other funding sources would be utilized to fund projects in addition to impact fees. He noted that there is no good database of number of employees based on all the different types of commercial or industrial, so all non-residential uses were grouped together. He noted that hotels could be categorized into those with fewer than 50 units and those with 50 units or more. He noted that it is fair to charge non-residential fees for parks and it is legally defensible. Annexation fees are based on operational department expenses to accommodate annexation areas and all the service area needs. The prior methodology from 1998 was used again, as it was a good method and has been proven over time, so they updated it with current data. The suggested annexation fee implies that the city is becoming more efficient compared to applying escalation. This suggests that adopting the 1998 methodology for the updated annexation fee results in a lower cost, and the savings would be passed forward. Ms. Cleveland noted that annexation fees were not recommended to be adopted with an escalation as annexation doesn’t apply to the same escalator data.

Ms. Cleveland presented the final portion of the presentation regarding the update of the impact and annexation fee schedule, highlighting that the development impact fees would undergo annual escalation, whereas the annexation fee would not. She noted that there are a few options included in the fee proposal to include whether to charge non-residential parks fees; to charge multifamily by the square foot or dwelling unit; to charge accommodations by the square foot or room; to escalate at the Engineering News Record (ENR) 5-year average of 3.9% per year or to escalate at a lower 1.5% per year. She noted that the development community requested the fees be laid out for five years in order to make it easier for them to plan our future projects. She presented the differences between the options for Council consideration. She noted that the developers expressed concern that some of the fees were high and could potentially render some projects financially unfeasible. Therefore, the development community proposed some amendments, which she presented to the Council. The suggested changes included multi-family fee set by dwelling unit at \$3500 per unit; for non-residential a maximum price per square foot at \$4.25 per s/f.; and for accommodations to phase in the parks fee for hotels from 2024-2025 and by 2026 would be at the full rate. Mr. Holm clarified fees are collected when they pick up permits but determined when they come in with a complete application. She clarified the Council would need to determine which options they would like to go with.

DISCUSSION REGARDING CIP: Councilmember Wood noted that several interested parties have asked how items included in the capital improvement plans are not a wish list, with Ms. Cleveland noting that there is an appendix of the report that demonstrates the needs assessment on what is needed to handle growth. For transportation there is a regional demand model from Kootenai Metropolitan Planning Organization (KMPO), which was used to help determine the future traffic demands. Additionally, staff has vetted the necessity of traffic signals etc. at certain intersections over the next 10 years. Councilmember McEvers wondered if the KMPO master plans were looked at for past forecasting and determining how accurate they were. Ms. Cleveland noted that they didn't review backward looking models, but KMPO staff would be looking at that and it is solely a tool. Councilmember Miller asked about the parks plan and didn't see that there was a past Council consensus on the parks land acquisition being cut by 50%. Ms. Cleveland noted that she didn't receive a consensus, but Parks staff reviewed and made the recommendation. Councilmember Miller worried that this might be under planning as land may not be available at that price in the future. Ms. Cleveland noted that the plan can be amended to take advantage of opportunities as they arise. Councilmember Wood asked how pricing was done for traffic projects such as the roundabout at 4th and Dalton, when another City would be contributing to the costs. Ms. Cleveland noted that the costs are for the portion within the city limits of Coeur d'Alene, and the City would work with the City of Dalton for their share as it moves forward.

DISCUSSION REGARDING IMPACT FEE REPORT AND FEES: Councilmember Wood noted that there are other methods of revenue for parks other than residential customers. Mr. Chase explained that they only estimated 70% of the costs as they estimated other resources would also be used. Councilmember Wood noted that the historical information would be good to have in order to identify other sources of funding used in the past. Councilmember McEvers asked if technology weighed into the fire requirements, such as sprinklers and ambulance work, with Mr. Chase stating that would not be directly as the growth share costs is by buildings per capita. Councilmember Wood wanted to have more discussion regarding the units that are

smaller square footage than a 3 bedroom, so asked why they wouldn't use square foot rather than number of units. Mr. Chase explained that research for Coeur d'Alene notes that smaller units have more people in the unit and have the same or higher impact on services than a single-family dwelling. Councilmember Wood asked about apartments and the justification for a one unit 1 bedroom versus three bedroom paying the same. Mr. Chase clarified that there is an average you could use to assume, and it is easier for staff and developers to calculate and estimate costs based on the dwelling unit. Ms. Cleveland noted that when they met with developers last week, they ran several examples and the multifamily was very similar either way it was calculated. Councilmember Wood noted that she would like it to be based on square footage; additionally, she would prefer hotels be based per unit rather than square foot as some area is storage, etc. Mr. Chase noted fees would be based on rooms not storage or unheated areas. Mr. Holm noted that within large apartment complexes, they have other gathering spaces, and it would limit it if the fee was charged by heated square footage such as hallways and mechanical, so the developers agreed that the cost per unit would make more sense. Mr. Holm also noted that it is very rare that one person builds just small units as the buildings usually have a blend of different type/size of units. Councilmember McEvers asked if someone was going to annex 2 acres and only wanted to put a single-family dwelling on it, do they pay the single fee, with Mr. Holm confirming that if it is one unit it would be one fee and that they would pay the additional fees if and when they subdivide. Councilmember English clarified that the City wants to have growth pay for itself, but found that to be relative as there are additional sources needed to fund the improvements. Mr. Chase noted that if the developers pay for and/or complete the improvements, they would not be assessed the impact fees.

Public Testimony: Mayor Hammond opened the public testimony portion of the meeting with the clerk swearing in those that gave testimony.

Bill Reagan, Dalton Gardens, expressed appreciation that the Council gave additional time to meet with the team to discuss the parks fees. He noted that there is an unbelievable team working on this project and it made it more palatable and understandable. He noted that the hotel has been paying property taxes for years, which aided in the development of parks over the years. He said a question has been what is the fee today and what it will be in the plan, so he ran the scenario of the 140 room property and took the most expensive part, which is transportation he calculated it between \$12,000 - \$24,000 today and with the proposed fees, including parks it comes up to approximately \$362,000 and without parks fee it was approximately \$195,000. The cost is going up significantly and understand it's been 20 years, so the costs should go up. Someone from his organization ran the building permit cost and it was estimated to be \$1.2 Million and that is substantial amount of money and that limits the construction of the hotels to be built, including design review items that have to be added to the project. He expressed concern about workforce housing as short-term rentals are impacting it and if more hotels are available less short-term rentals would be needed so more housing becomes available. He stated that hotels are not the killer in this situation, the last hotel was about 4 years ago and only going to be 3-6 hotels to come up with \$600,000 but the total fees do have an impact on the development. He stated that he wants to build and provide jobs and appreciates the Council's consideration and noted that they don't need an escalator as it wasn't needed over past 20 years, but there should be some predictability to it.

RESOLUTION NO. 24-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING CAPITAL IMPROVEMENTS PLANS FOR PARKS, TRANSPORTATION, POLICE, AND FIRE.

MOTION: Motion by Gookin, seconded by McEvers to approve **Resolution No. 24-008;** Adoption of the Capital Improvement Plans for Parks, Transportation, Police and Fire in support of Development Impact Fees.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye.
Motion carried.

RESOLUTION NO. 24-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE DEVELOPMENT IMPACT FEE AND ANNEXATION FEE REPORT.

MOTION: Motion by Gookin, seconded by English to approve **Resolution No. 24-009;** Adoption of the Development Impact Fee and Annexation Report.

DISCUSSION: Councilmember McEvers asked if this was about the annexation fee, with Mr. Holm noting it is the report that provides justification for the fees. Councilmember Gookin noted that he asked staff to provide what the escalation of our fees over the past 20 years using 3.3% escalation which demonstrated that most of the new defendable fee are higher than what it would have been if an escalator was used, except restaurants. He clarified that revenue has been lost over the years and hopeful they will fix that going forward.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye; Miller Aye.
Motion carried.

RECESS: The Mayor called for a Recess at 8:11 p.m. and called the meeting back to order at 8:18 p.m.

RESOLUTION NO. 24-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ADOPTION OF DEVELOPMENT IMPACT FEES AND ANNEXATION FEE.

DISCUSSION: Mr. Holm reiterated the decisions that need to be included in the adoption of fees including maximum defendable fees or developer proposed fees; whether or not staff determines fees by square footage or by dwelling; whether nonresidential parks fees are included. It is the recommendation of the consultant to charge park fees to all use types. Councilmember Miller, English, and Evans agreed that parks fees should be charged to all, with

Councilmember Gookin in disagreement. Councilmember Wood expressed concern about how defensible charging the fee to all would be. She noted that we know visitors use downtown parks but doesn't know if it is defensible to charge for parks to a hotel in the northern part of town. Councilmember Miller noted that there has been discussion on this and that the fees are reasonable to hotels and churches use parks often and they are valuable amenities and it marketed as such, the new parks benefit citizens displaced by such use. Councilmember Gookin noted that parks will be made whole as the residential fees will go up if nonresidential uses don't pay the fee. New parks are for the newly built residential areas and he doesn't see commercial impact on parks. Councilmember English believes the nonresidential uses affect the parks, including those from the outside area so we will need to add more equipment as they wear out quicker. Councilmember Gookin reiterated that this is about growth and didn't believe it can be justified that if there is a new hotel that you need a new park. Mr. Holm noted that it doesn't need to be a new park, as new equipment is an allowed cost to be used in an existing park but it is a very small amount of the fees collected. Councilmember Wood expressed concern that it would be legally defensible to charge nonresidential uses a parks fee and believes they would be challenged and would like Council to look at other ways to fund the park than to put it on commercial facilities. Councilmember Evans asked that the City Attorney weigh in on legal challenge. Mr. Adams noted the Idaho Statue only states it must be a fair and reasonable methodology and he feels it is defensible as recommended by the consultant.

Substitute Motion by Wood seconded by Gookin to not charge non-residential park fees, charged multi-family by square foot and hotels by unit, with an escalation to start at 1.5% per year for the next two years, to be revisited in two years.

DISCUSSION: Councilmember Gookin agreed to adopting the max fees and felt the escalator should be higher. Councilmember English said he would not vote for the motion as is, and would rather see a 2% escalation going forward.

ROLL CALL: Gookin Aye; English Nay; Wood Aye; Evans Nay; Miller Nay; McEvers Nay.
Motion failed.

Motion by Evans second by McEvers to approve **Resolution 24-010** with the following options charge non-residential parks fees, multifamily by dwelling unit, accommodations by room and escalate at the ENR 5-year average at 3.9% per year and adopt the maximum defensible fees.

DISCUSSION: Councilmember Miller noted she would like to amend motion to remove the phasing options and make all fees effective immediately, except single and multifamily dwellings. Mr. Adams noted that we should have an effective date. Councilmember Gookin would disagree with non-residential park fee and that the escalator of 3.9% is high and should include a cap and agrees with adopting the maximum fee. Councilmember Wood felt the escalator was too high and would not support the motion. Councilmember McEvers said that the City went 26 years without amending the fee and he believes that the City grew in part due to our parks. This is the the cost of doing business and has not been addressed for 26 years and he does not believe the escalation percentage will slow development down. Councilmember Miller noted that the proposed fee isn't a huge jump from the past estimate that used an escalator to estimate. Councilmember Miller noted that the consultants have created fair and reasonable fees and

believes that the Building Contractors Association aren't opposing the fees as they feel it was a long time coming.

ROLL CALL: Gookin Nay; English Aye; Wood Nay; Evans Aye; Miller Aye; McEvers Aye.
Motion carried.

RECESS: Motion by Gookin, seconded by Evans to recess to January 22, 2024, at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a Joint City Council, Planning Commission and ignite cda for a workshop regarding Atlas Riverfront Development.
Motion carried.

The meeting recessed at 8:45 p.m.

ATTEST:

James Hammond, Mayor

Renata McLeod, idCMC-ad
City Clerk

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON JANUARY 22, 2024 AT 12:00 P.M.

The City Council of the City of Coeur d'Alene met in continued session with ignite cda, and the Planning Commission in the Library Community Room held at 12:00 P.M. on January 22, 2024, there being present the following members:

James Hammond, Mayor

Woody McEvers) Members of Council Present
Dan Gookin)
Dan English)
Kiki Miller)
Amy Evans)
Christie Wood)

Tom Messina) Members of the Planning Commission Present
Jon Ingalls)
Lynn Fleming)
Peter Luttrupp)
Phil Ward)
Sarah McCracken)
Mark Coppess) Member of Planning Commission Absent

Jim Chapkis) Members of ignite cda Present
Sarah Garcia)
Mic Armon)
Chris Meyer)
Brinnon Mandel)
Scott Hoskins)
Alivia Metts)

STAFF PRESENT: Troy Tymesen, City Administrator; Randy Adams, City Attorney; Renata McLeod, City Clerk; Hilary Anderson, Community Planning Director; and Bill Greenwood, Parks and Recreation Director; Tom Grief, Fire Department.

CALL TO ORDER: Mayor Hammond called the meeting to order.

City Administrator Troy Tymesen noted that the City partnered with ignite cda (ignite) in selling the Atlas Waterfront development areas, with only 4 areas remaining to be sold; Areas 5A, 7, 11, and 20. He noted that ignite will provide updates regarding the Atlas Waterfront development and would like feedback regarding attainable housing and the creation of new urban renewal districts. He clarified that ignite is using 100% to 120% of area median income for the calculation of attainable housing affordability potentially to be located on Areas 11 & 20 in the Atlas project site. Attainable housing could be achieved with the land provided at no cost to the

developer, dwellings between 1,000 and 1,500 square feet in size at an R-8 density. Market rate development could be achieved with revenues possibly used as loans to other newly created districts. Another option for market rate housing would be to maximize revenues and close the district prior to its 2038 termination date, satisfying Atlas district debt obligations and reimbursement to the City at that time.

Phil Boyd, with Welch Comer Engineers, noted that the Atlas Waterfront development objectives were to preserve waterfront property for the community and to stimulate private development in a blighted portion of the area of city impact. He noted that the City made a \$9 million investment in the property which needs to be paid back to the City. There have been challenges on the site including high raw land costs, unsuitable soil, and conditions. He reviewed the timeline of the development from 2017 to present, including four PUD amendments that were approved to respond to some of the marketability items that arose. Mr. Boyd provided an overview of the 10 requests for proposals and the corresponding purchases. He explained that the first development was envisioned to be mostly townhomes and condominiums with a commercial zone on the west end; however, the market changed and it ended up being built as single family dwellings and twin homes to the north with townhomes in the southeast, and apartments on the west end. Area 7 was laid out as townhomes and/or twin homes, but the lots have not yet been sold as the Area is located next to an area undergoing excavation (Areas 11 & 20 site). He reviewed the development standards for the land disposition which included the creation of unique neighborhoods, establishment of land use options, development character and quality. Mr. Boyd noted that they did seek a PUD for the property to secure the necessary density. Thereafter, ignite advertised request for proposals for the development in accordance with the PUD. This process provided an opportunity for multiple types of developers and builders and multiple types of purchase terms and conditions. When responses to proposals come in, the review team meets and scores and evaluates the submittals. Several proposals have been received and rejected, such as the case with Area 13, as it is difficult to meet what the market will bear and what the committee wants to have included. He believes that the RFP property disposition & development process has allowed several local developers to participate in the development process.

Mr. Boyd noted that within the proposed development of Area 13, which has been through several revisions, the accepted proposal includes a restaurant, underground parking, while maintaining the view corridor. There are 22 residential units proposed with an 8,000 square foot restaurant/bar. In Area 5B, the proposal is for a tiered development which will provide vistas to all units. In Area 14 and 15 the accepted proposal provides for single family homes and in Area 18 and 19 a twin home type product.

DISCUSSION: Councilmember McEvers asked if the City originally bought Mt. Hink, with Mr. Boyd noting that it was part of the Bad Axe property purchased by the City. He clarified that the Market exploded, which allowed enough revenue to move Mt. Hink off site. The triangle parcel was not originally included as part of the land purchase; however, the City was able to make a land trade with Mr. Douglas to allow for more density. Commissioner Ingalls noted that there were tradeoffs to garner 4,000 linear feet (12 acres) of public waterfront. Noting that ignite had to sell other land to make money to pay off the purchase amount invested. He asked if there was an estimated dollar value to the 12 acres of waterfront with Mr. Boyd noting

that he doesn't have a number, but the investment made by ignite was \$6.2 million, including all shoreline stabilization. Councilmember Gookin asked how much was spent on remediation of Mt. Hink. Commissioner Flemming also requested the amount spent including land cost, Mt. Hink removal, fill soil, infrastructure, signage, and consultants. She expressed concern regarding how much it has cost the taxpayers. She noted that ignite must place expensive housing there in order to pay the investment back, so she doesn't see how they could discuss affordability. Mr. Boyd explained that he does not have the total costs at his fingertips and clarified that it has been presented to the ignite board, which serves as the agency with fiduciary responsibility. Councilmember English noted that there were multiple decision points between ignite and the Council regarding Mt. Hink, including the decision not to close the trail during the filling of the pit at Ramsey, and that Council requested to leave the trail open at a higher cost. However, he believes there is an opportunity for housing. Commissioner Ward noted that obstacles were extensive and had to be addressed to make the land developable, he questioned if any developer would do this without the assistance of urban renewal. Ignite cda Executive Director, Tony Berns, noted that the developers originally wanted to develop the waterfront and leave the rest vacant; however, and City controlled the railroad right-of-way, so they didn't have access to the waterfront, which allowed the Council the opportunity to buy the site for protection of the public waterfront.

Mr. Berns noted that the ignite board would like to evaluate opportunities to develop attainable housing. This may not have to take place on Atlas, but he is seeking general input. He noted two areas within Atlas, Areas 11 and 20, as possibilities for attainable housing, which is based on 100% to 120% of area median income. He reviewed a concept of what could be developed on Areas 11 and 20, to include approximately 9 acres that could contain up to 73 dwelling units at R-8 density. He noted that a homeownership model with deed restrictions could be an option. He reiterated the options that include market rate development and using remaining revenues as loans to other newly created districts or to maximize revenues and close the district prior to its 2038 district closure, with earlier reimbursement to the City for their investment in the Atlas site. He reviewed the intended reimbursement schedule to the City.

DISCUSSION: City Administrator Troy Tymesen clarified that reimbursement to the City will repay loans to the enterprise funds and would not go into the General Fund. Councilmember Wood noted that she supports urban renewal and supports the projects. She reiterated that the reason the City purchased the land was to protect public waterfront property for future generations. She noted that she served on the Atlas Waterfront Project sub-committee and was focused on getting the City reimbursed for its initial investment. She explained that the sub-committee looked for proposals that could get the money back and there was a lot of effort put on proformas, and they shortened payback as much as possible. At that time there was no discussion on affordable housing and now we are talking about attainable housing. She further noted that developers were not given any breaks and paid top dollar and the property has to be developed according to standards and the PUD. Councilmember Wood expressed concern that it would be unfair to give away Mt. Hink and noted that she struggles with what the city's role is in affordable housing. While she appreciates the Panhandle Affordable Housing Alliance, she believes the government should encourage housing, but not be the developer. She further noted that she is not wild about starting a new district and felt they should be focused on job creation and reimbursing the city for their Atlas site investment. Ignite board member Metts concurred.

that job creation is important and one challenge for Coeur d'Alene is the infill, and how does that look like for job creation if you don't have the space. She noted that the Health District still needs partnerships to help with housing. Mayor Hammond expressed concern with what housing looks like with government subsidies, noting that he would need to see successful examples of long-term housing to support it. He noted that that ignite should focus on goals of current districts, and getting the City reimbursed as quickly as possible. The Mayor stated that the City's responsibility is to look at our regulations and determine if they are an obstacle to developing housing. Councilmember Miller noted that affordable housing is definable, and she noted that people need to live where they work and she believes Coeur d'Alene is the next Sun Valley and Ketchum, wherein teachers, cooks, and healthcare workers can't afford the housing. She noted that a study is being done regarding commute ratio, which demonstrates that workers in all categories are moving further out from where they work. She believes that government should work with developers, specifically if City has the opportunity to work with ignite, they should look at how we can provide home ownership, into perpetuity with a deed restriction and asset limits. Councilmember Miller noted that there was a deficit of housing from the last recession that has never been caught up with the needed units. Ignite board member Chapkis asked how many units are needed to catch up, with Councilmember Miller noting that 1,500 units need to be built a year to make up for the shortage. Commissioner McCracken noted that there is \$5.4 million in revenue estimated from Atlas and questioned if that included Area 7 and 11. Mr. Berns noted that the amount she referenced is an estimate of what can be reimbursed to the City from the Atlas district noting that reimbursement could be made sooner if ignite didn't pursue attainable housing. Commissioner McCracken asked if ignite kept it affordable then how would deed restriction be managed, with Mr. Berns stating they would need a partner to manage it. Councilmember Evans asked how long it would take to gather more information regarding micro-districts, with Mr. Berns explaining that it would depend on size and parcel availability sharing that there may be possibilities on East Sherman, noting that today the ignite board is seeking feedback on the possibility of attainable housing on Areas 11 & 20 (the Mt. Hink area). Councilmember English noted that the presentation had an attainable housing unit listed at approximately \$300,000, and he believes that unless all the units fall at \$275,000 range, he doesn't see how it pencils. Mr. Berns explained that if the developer got the land for free and with the current cost of building homes that would be attainable for those close to 100%-120% AMI. Councilmember Evans stated she would be interested to see an analysis of micro-districts. Mayor Hammond noted that the question should be would Council like to see urban renewal efforts in terms of coming up with strategies that would pencil to create attainable housing opportunities and expressed concern about taking one section of land and making is attainable housing, as it feels segregating low-end housing is not effective. Councilmember Miller stated that she would like to create the partnership for creating local workforce housing and would like to see the costs come back for additional information to Council and felt that the City could afford to defer reimbursement. Councilmember Gookin reiterated that he does not believe government should be a developer and that service workers already can't afford to live where they work and believes transportation would help solve the problem. He believes ignite should leave Mt. Hink alone and make it open space as originally planned. He felt that more districts would cause more gentrification, and he would like to see the district closed early. Ignite board member Metts noted that these decisions are for the people who will live here in the future. Councilmember Wood noted that the \$900,000 homes are there to pay for the park and public access to the river. Councilmember Miller noted that third party management process is

successful and not a subsidy, deed restriction would limit the income and assets and keep it affordable in the future. Ignite board member Mandel noted that the ignite board had two original mandates; to reimburse the City and to protect the waterfront. She noted that in every RFP process they consider the financial model and the mandates. While they didn't get as much density and commercial development as originally envisioned due to the market changings, their charge was not for affordable housing, and she felt they may not even reach the attainable housing price point at Mt. Hink.

Mayor Hammond felt that the discussion should separate out the parcels from discussion on attainable housing. Ignite could come back with a couple things for more specific feedback, as it is fair for the City to know the exact costs/finances and what might ignite offer in terms of helping the City with attainable housing/local worker housing. Councilmember Wood asked how the City can help with job creation for large companies. Councilmember English noted that it was a big decision to dedicating the waterfront as public space, like a Tubbs Hill, so we borrowed it understanding we will get paid back as soon as we can until recently, the workforce housing became an option for this site. He felt the City should get reimbursed first and maybe simultaneously look at options for housing. Councilmember Gookin felt the City should work with Coeur d'Alene Area Economic Development Corp. (CdAEDC previously known as Jobs Plus) and the County to create jobs and get momentum going. Councilmember Miller stated it would be great to hear from CdAEDC and housing concerns for large job recruitments. She would like to see expanded/micro-districts research and look at sideboards that legislation can't change rules during the middle of the development. Ignite board member Metts noted that Idaho has very limited economic development tools, and area cities such as Post Falls and Rathdrum are looking at the same issues and we need to lobby legislators that we need tools. Ignite board member Garcia explained that ignite could make the Atlas Site pencil in the beginning but were nervous about reimbursing the City over a 30-year period and now they are in a position wherein they can afford to look at options and are looking at how to proceed. Mr. Berns summarized that ignite was seeking feedback from the stakeholder group today regarding the Mt. Hink site and that what he heard is that attainable housing might not be best choice for the Mt. Hink site.

ADJOURNMENT:

Motion by Evans, seconded by Miller that there being no further business of the **City Council**, this meeting is adjourned. **Motion carried.**

Motion by Messina, seconded by Luttrupp that there being no further business of the **Planning Commission**, this meeting is adjourned. **Motion carried.**

Motion by Hoskins, seconded by Garcia that there being no further business of the **ignite cda**, this meeting is adjourned. **Motion carried.**

The meeting adjourned at 1:33 p.m.

ATTEST:

James Hammond, Mayor

Renata McLeod, idCMC-ad
City Clerk

Draft

DATE: FEBRUARY 6, 2024
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 5, 2024

Mayor Hammond,

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

March 5, 2024:

ITEM NUMBER: ZC-1-24

REQUEST: GS4 Property, LLC, is requesting a zone change from a NC (Neighborhood Commercial) to C-17.

LOCATION: SE corner of the intersection of 15th Street and Best Ave.

COMMISSION ACTION: On January 9, 2024, the Planning and Zoning Commission voted unanimously to find that the requested zone change does not comply with the required evaluation criteria and recommended that the City Council not adopt the C-17 zoning.

Please note the City Code (§ 17.09.130(E)) states that a rezone request would only continue on to the City Council if the Planning and Zoning Commission recommends approval. However, the City Attorney and Community Planning Director have determined that the item needs to continue on to City Council for the governing board to make the final determination on the rezone in order to be in compliance with Idaho Code § 67-6511(2)(b), which provides: “After considering the comprehensive plan and other evidence gathered through the public hearing process, the zoning or planning and zoning commission may recommend and the governing board may adopt or reject an ordinance amendment” (Emphasis added.)



CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Department Name, Kelley Setters Employee, 1-25-24 Date

REQUESTED BY:

Kevin Brooks, Personal Representative for the estate Name, Address, Phone

Request is for: [X] Repurchase of Lot(s) [] Transfer of Lots(s) from to, Section: RIV Block: H Niche(s): Lots(s): 347 348

Lot(s) are located in: [] Forest Cemetery [X] Forest Cemetery Annex. (Riverview), Copy must be attached: [] Deed [] Certificate of Sale, Requester is: [] owner [X] executor [] other, Title Transfer Fee: \$ Receipt No:

ACCOUNTING DEPARTMENT completes the following: [] Attach original contract, Accountant Signature: [Signature] Date: 1/25/2024

CEMETERY SUPERVISOR completes the following: The above-referenced Lot(s) is/are certified to be vacant: [X] Yes [] No, The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Charles + Delora Brooks, The purchase price of the Lot(s) when sold to the owner of record was \$ 500 per lot, Supervisor's Signature: [Signature] Date: 1/25/2024

LEGAL/RECORDS completes the following: Certificate of Conveyance/Transfer received: [] Yes [] No, Requester is authorized to execute certificate: [] Yes [] No

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that the transaction be completed. City Clerk's Signature Date: Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date:

CEMETERY SUPERVISOR completes the following: Change of ownership noted in Book of Deeds: [] Yes [] No, Cemetery copy filed original and supporting documents returned to City Clerk: [] Yes [] No, Cemetery Supervisor's Signature Date:

**CITY OF COEUR D'ALENE
CEMETERY CONTRACT**

PAID

DATE 4-21-05

NAME OF LOT OWNER(S) Same
 MARITAL STATUS: SINGLE MARRIED DIVORCED WIDOW(ER)
 NAME OF PURCHASER(S) Charles + DeLora Brooks
 ADDRESS 11582 W. Eastshore Dr. 83835
 PHONE 208 772-9355
 DECEASED _____ D.O.B. _____ D.O.D. _____
 FOREST _____ RIVERVIEW
 SECTION _____ BLOCK 4 NICHE(S) _____ LOT(S) 347 + 348

<u>AT-NEED</u>		<u>PRE-NEED</u>	
Lot(s)	\$ _____	Lot(s)	\$ <u>1000.00</u>
Niche(s)	\$ _____	Niche(s)	\$ _____
Opening & Closing	\$ _____	Other	\$ _____
Niche Nameplate(s) (Provide Inscription)	\$ _____	TOTAL COSTS	\$ <u>1000.00</u>
Other	\$ _____	Less Deposit	\$ <u>1000.00</u>
TOTAL COSTS	\$ _____	BALANCE DUE	\$ <u>0</u>
Amount Paid	\$ _____		
BALANCE DUE	\$ _____		

PAID
 APR 22 2005
 CITY OF GDA
 pd in full ck # 1004
 107354

AT-NEED - The costs for the interment lot or niche, and the costs for opening and closing is due and payable before interment, or a down payment of \$300.00 must be made prior to interment and the balance shall be billed by the City of Coeur d'Alene at the end of the next monthly billing cycle. The entire balance shall be paid upon receipt of the billing after the minimum payment.

PRE-NEED - A \$100.00 deposit is required at the time of purchase. All lots are to be paid in full within 6 months of purchase date. *Lots not paid in full within 6 months will revert back to the city - with no refund to purchaser.* Pre-need lot and services must be paid in full at time of interment.

Lot(s), niche(s), and all services must be paid in full before a temporary or permanent marker can be placed. Payment should be made to the City of Coeur d'Alene either through the Finance Department or through the Parks and Cemetery Department at 710 Mullan Avenue.

By signing below, the purchaser agrees to be bound by the above terms and shall be responsible for payment.

Purchaser's Signature: [Signature] Accepted by: [Signature]

(Reprinted January 2004)

1 Robert J. Green
Kootenai Law Group, PLLC
3 2100 Northwest Blvd., Ste 110
Coeur D'Alene, ID 83814
5 Tel: (208) 765-6555
7 Fax: (888) 966-0190
Robert@KootenaiLaw.com, IBN 8473

11 IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

13 In the Matter of the Estates of:

Case No.

15 DELORA MAE BROOKS, and

ACCEPTANCE OF APPOINTMENT

17 CHARLES M. BROOKS,

19 Deceased.
21

23 The undersigned hereby accepts appointment to the office of Personal
25 Representative of the estates of the above-named decedents and agree to perform and
27 discharge the trust of said office. The undersigned hereby submit personally to the
jurisdiction of this Court in any proceeding relating to the estates that may be instituted
29 by an interested person as defined by the Idaho Uniform Probate Code.

31 STATE OF ARIZONA)
COUNTY OF Maricopa : ss

33
35 Kevin Brooks
37 KEVIN BROOKS
1745 E. Harmony Way
39 Queen Creek, AZ 85140

41 SUBSCRIBED AND SWORN TO before me this 7 day of June 2023



Michelle Hannan
Notary Public
Address: State S. Power Rd
Gilbert AZ 85297
My commission expires: June 20, 2025

ACCEPTANCE OF APPOINTMENT - 1

Kootenai Law Group, PLLC
2100 Northwest Blvd., Ste. 110
Coeur D'Alene, ID 83814
(208) 765-6555
(888) 966-0190 (fax)

CITY COUNCIL STAFF REPORT

DATE: February 6, 2024
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-22-05, Springhaven Place: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot Residential subdivision.

HISTORY

- a. Applicant: Paul & Deborah Sohrweide Living Trust and Cricket Properties, LLC
1410 Lincoln Way, # 200
Coeur d'Alene, ID 83814
- b. Location: 203 E. Homestead Ave (North side of Homestead Ave, between 1st St & 3rd St).
- c. Previous Action:
 1. Preliminary plat approval, May 25, 2022

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of an existing tax numbered lot located in Coeur d'Alene. This subdivision created two (2) lots. All conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

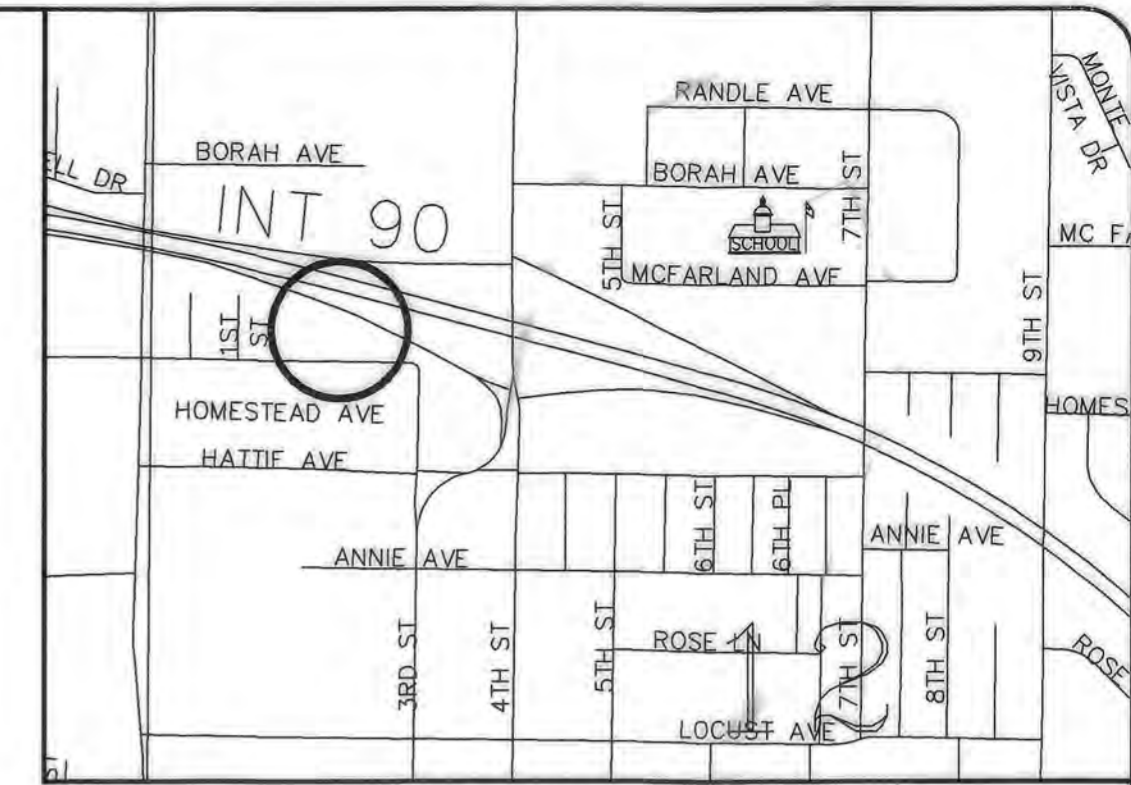
DECISION POINT RECOMMENDATION

City Council approval of the final plat document

SPRINGHAVEN PLACE

SITUATE IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



OWNER'S CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT PAUL J. SOHRWEIDE AND DEBORAH D. SOHRWEIDE, TRUSTEES OF THE PAUL AND DEBORAH SOHRWEIDE LIVING TRUST, AND CRICKET PROPERTIES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS "SPRINGHAVEN PLACE", SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 04 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12 AS MARKED BY A 3" ALUMINUM CAP MONUMENT (PER CP#F INSTRUMENT NO. 2030654000) FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION AS MARKED BY A 2" ALUMINUM CAP MONUMENT STAMPED "PLS 4565" (PER CP#F INSTRUMENT NO. 1657187) BEARS SOUTH 00°14'11" WEST, A DISTANCE OF 2632.19 FEET; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION, SOUTH 00°14'11" WEST, A DISTANCE OF 1316.09 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION; THENCE, NORTH 00°14'11" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 31.51 FEET; THENCE, SOUTH 89°49'32" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF OTT'S SUBDIVISION AS RECORDED IN BOOK D OF PLATS AT PAGE 29, RECORDS OF KOOTENAI COUNTY; THENCE, CONTINUING SOUTH 89°49'32" EAST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 474.51 FEET TO THE SOUTHEAST CORNER THEREOF AND TRUE POINT-OF-BEGINNING;

THENCE, NORTH 00°14'11" EAST, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 155.00 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED NUMBER 330617, RECORDS OF KOOTENAI COUNTY;

THENCE, SOUTH 71°52'31" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 115.84 FEET TO THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN WARRANTY DEED NUMBER 330617, RECORDS OF KOOTENAI COUNTY;

THENCE, SOUTH 00°14'11" WEST, ALONG SAID WEST LINE, A DISTANCE OF 119.30 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HOMESTEAD AVENUE;

THENCE, NORTH 89°49'32" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 110.24 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 15,119 SQUARE FEET OR 0.347 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

BE IT FURTHER KNOWN THAT:

THE OWNERS HEREBY GRANT A 10' UTILITY AND SIDEWALK EASEMENT AS DEPICTED ON PAGE 2 OF THIS PLAT TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE AND FRANCHISE UTILITIES FOR ITS INTENDED USE.

DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

[Signature]
PAUL J. SOHRWEIDE

1-10-2024
DATE

[Signature]
DEBORAH D. SOHRWEIDE

1-10-2024
DATE

[Signature]
CRICKET PROPERTIES, LLC, AND IDAHO LIMITED LIABILITY COMPANY
R. BRADLEY JORDAN, PERSONAL REPRESENTATIVE
OF THE ESTATE OF ELMER JORDAN, MEMBER.

1-16-2024
DATE

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 10th DAY OF January, 2024,
BY PAUL J. SOHRWEIDE & DEBORAH D. SOHRWEIDE, TRUSTEES OF THE PAUL AND DEBORAH SOHRWEIDE LIVING TRUST.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRES: 12-28-27



NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } 5.5.
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 16th DAY OF January, 2024,
BY R. BRADLEY JORDAN, AS PERSONAL REPRESENTATIVE OF
THE ESTATE OF ELMER JORDAN, MEMBER, CRICKET PROPERTIES, LLC,
AN IDAHO LIMITED LIABILITY COMPANY.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO



HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS 19 DAY OF January, 2024.

[Signature]
PANHANDLE HEALTH DISTRICT I

CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS _____ DAY OF _____, 2024.

COEUR D'ALENE CITY CLERK

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS 6th DAY OF February, 2024.

[Signature] PE#10804
CITY OF COEUR D'ALENE, ENGINEER

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING & ENGINEERING, INC.

THIS _____ DAY OF _____, 2024, AT _____ O'CLOCK _____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN

BOOK _____ OF PLATS AT PAGES _____

KOOTENAI COUNTY RECORDER.

BY: _____ FEE: _____
DEPUTY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31 2023.

DATED THIS 23rd DAY OF January, 2024.

[Signature] (deputy treasurer)
KOOTENAI COUNTY, TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2024.



KOOTENAI COUNTY, SURVEYOR.

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF FEBRUARY 2022. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.



	SCALE: N/A
	CHECKED BY: MBM
	DATE: 10-15-2022
	DRAWN BY: BPO
	DATE: 04-15-2022
DWG: PLAT	PROJ: 22-028
P.O. BOX 3457, HAYDEN, IDAHO, 83835 PH. (208)-772-2745 * FAX (208)-762-7731	

SPRINGHAVEN PLACE

SITUATE IN THE NORTHWEST QUARTER OF
SECTION 12, TOWNSHIP 50 NORTH, RANGE 04 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2

BOOK _____ PAGE _____
INST NO. _____

REFERENCES

- R1) WPA CITY PLANNING SURVEY, PLAT NUMBER 21, DATED AUGUST 1941.
- R2) OTT'S SUBDIVISION BY JOE H. LATIMORE, PE 635, RECORDED JANUARY 1952 IN BOOK D OF PLATS AT PAGE 29.
- R3) SURVEY BY RUSSELL G. HONGSAKER, PLS 5289, RECORDED JULY 1989 IN BOOK 7 OF SURVEYS AT PAGE 213.
- R4) SURVEY BY JOHN W. HOWE, PLS 832, RECORDED DECEMBER 1992 IN BOOK 12 OF SURVEYS AT PAGE 10.
- R5) COUGAR MEADOWS BY EARL E. SANDERS, PLS 3814, RECORDED APRIL 1983 IN BOOK F OF PLATS AT PAGE 119.
- R6) SURVEY BY RUSSELL G. HONGSAKER, PLS 5289, RECORDED OCTOBER 2011 IN BOOK 27 OF SURVEYS AT PAGE 108.
- R7) WARRANTY DEED INSTRUMENT NUMBER 330617.
- R8) WARRANTY DEED INSTRUMENT NUMBER 2868194000.
- R9) WARRANTY DEED INSTRUMENT NUMBER 2541004000.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, BETWEEN FOUND MONUMENTS, TAKEN TO BEAR NORTH 00°14'11" EAST AND IS IDENTICAL TO THAT OF (R5) HEREIN.

SURVEYOR'S NARRATIVE/NOTES

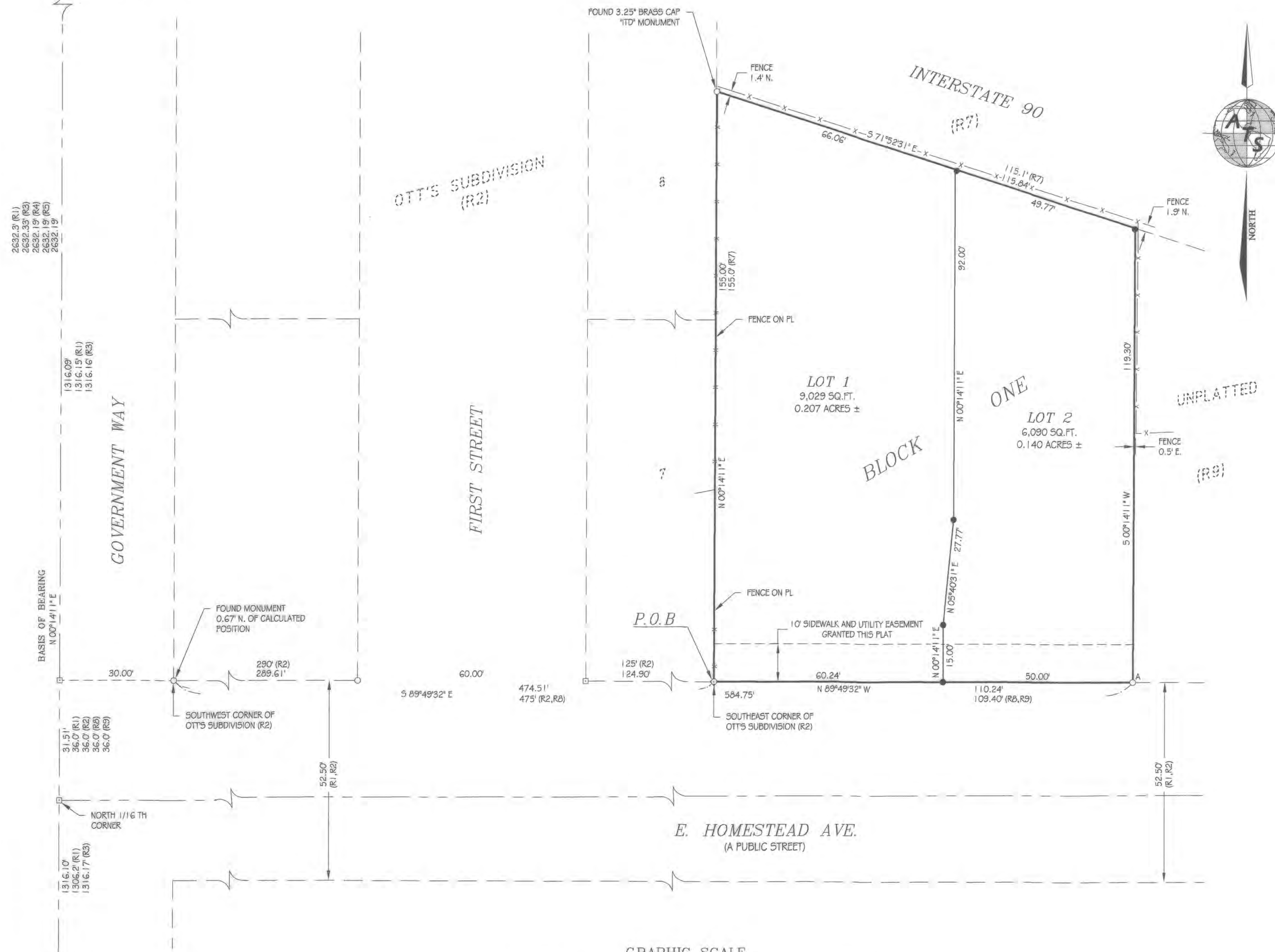
1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY NORTH IDAHO TITLE INSURANCE, INC. COMMITMENT NUMBER N-605249, DATED JANUARY 10, 2022. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
2. ANY GRANTING OF PERPETUAL EASEMENTS DEPICTED ON THIS PAGE ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
3. THIS SURVEY WAS PERFORMED BY ACCEPTED GPS DATA COLLECTION PRACTICES USING A TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R121 RTK ROVER UNIT.
4. THIS SURVEY WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY EXCEED THE REQUIREMENTS OF THIS SECTION.
5. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCEL ACCORDING TO THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE CHAPTER 16.30-SHORT SUBDIVISIONS.
6. PLAT BOUNDARY WAS ESTABLISHED BY HOLDING FOUND MONUMENTS PER (R2) FOR THE NORTH RIGHT-OF-WAY OF EAST HOMESTEAD AVENUE AND FOR THE WEST LINE OF SAID PLAT, TOGETHER WITH DEED DESCRIPTIONS PER (R7-9) FOR THE NORTH AND EAST LINES THEREOF.

LEGEND

- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED 'ATS PLS 8962'
- FOUND 1/2" IRON PIPE, UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE
- ◇ FOUND 5/8" REBAR IN CONCRETE
- CALCULATED POINT (NOTHING FOUND OR SET)
- ⊕ SECTION CORNER
- ⊙ QUARTER CORNER
- x— EXISTING FENCE

PROFESSIONAL LAND SURVEYOR
REGISTERED
1962
STATE OF IDAHO
MATTHEW B. MAYBERRY
9/22/23

21 11 SECTION CORNER
FOUND 3" A.C. MONUMENT
PER CP#F INST. NO. 2030654000.



11 12 1/4 CORNER
FOUND 2" A.C. MONUMENT PLS 4565
PER CP#F INST. NO. 1657187.

ATS ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 * FAX (208)-762-7731

SCALE: 1"=20'
CHECKED BY: MBM
DATE: 08-22-2023
DRAWN BY: BPO
DATE: 04-15-2022
DWG: PLAT
PROJ: 22-028

CITY COUNCIL STAFF REPORT

DATE: February 6, 2024
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-23-10, Heritage Square 1st Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot Residential subdivision.

HISTORY

- a. Applicant: Drew Dittman, PE
Lake City Engineering, Inc
126 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: 7534 N. Culture Wy (S. of Aqua Av & N. of Wilbur Av btwn US HW95 & Gov't Wy)
- c. Previous Action:
 1. Preliminary plat approval, October 26, 2023

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of a Lot 2, Block 1 of Heritage Square located in Coeur d'Alene. This subdivision created two (2) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

HERITAGE SQUARE FIRST ADDITION

A REPLAT OF LOT 2, BLOCK 1 OF HERITAGE SQUARE LYING IN THE
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARING

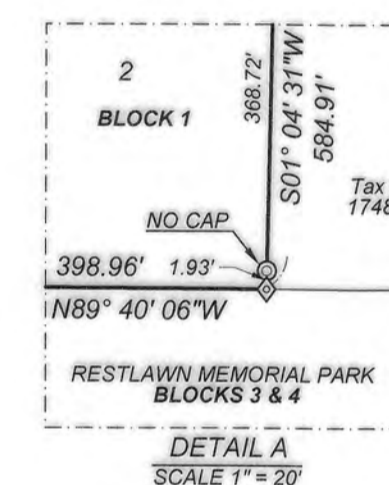
THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND. A CONVERGENCE ANGLE OF -00°45'57" AND A C.A.F. OF 1.00009726 WAS CALCULATED AT THE NORTHEAST CORNER OF SECTION 26.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.
2. SEE SHEETS 2 AND 3 FOR EASEMENTS.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY FRAME & SMETANA, PA AND FILED AT BOOK 25 OF SURVEYS, PAGE 149, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY WELCH-COMER AND FILED AT BOOK 30 OF SURVEYS, PAGE 3, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY WELCH-COMER AND FILED AT BOOK 30 OF SURVEYS, PAGE 428, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY PARAMETRIX AND FILED AT BOOK 31 OF SURVEYS, PAGE 605, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY WELCH-COMER AND FILED AT BOOK 31 OF SURVEYS, PAGE 768, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF HERITAGE SQUARE PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK L OF PLATS, PAGE 683, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) RECIPROCAL ACCESS EASEMENT FILED UNDER INSTRUMENT No. 2955510000, RECORDS OF KOOTENAI COUNTY, IDAHO.



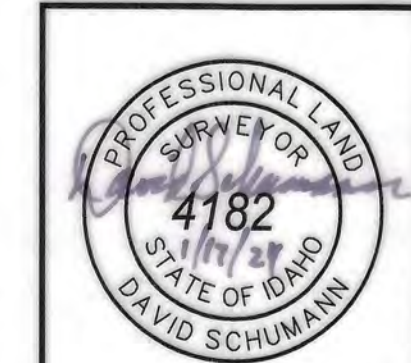
Line #	Bearing	Length	Record Data
L1	S88°57'13"E	60.00'	(P-1)
L2	S01°04'27"W	60.01'	(P-1)
L3	N00°48'13"E	4.99'	(P-1)
L4	S71°41'22"W	79.48'	(P-1)
L5	N01°06'47"E	37.18'	(P-1)

Line #	Bearing	Length	Record Data
L6	S43°43'10"E	24.15'	N43°55'41"W 23.95' (R-2)
L7	N46°04'23"E	20.47'	N46°04'19"E 20.63' (R-2, R-5)
L8	N24°38'54"E	91.87'	(P-1)
L9	S34°17'26"E	103.25'	(P-1)

Curve #	Length	Radius	Delta	Bearing	Chord	Record Data
C1	563.51'	28537.90'	001°07'53"	N03°40'26"E	563.51'	(P-1) R=28537.51' (R-5)
C2	393.87'	28537.90'	000°47'27"	S04°38'06"W	393.87'	(P-1) R=28537.51' (R-5)
C3	59.06'	500.00'	006°46'05"	S04°26'38"W	59.03'	
C4	87.81'	150.00'	033°32'24"	N24°35'53"E	86.56'	

LEGEND

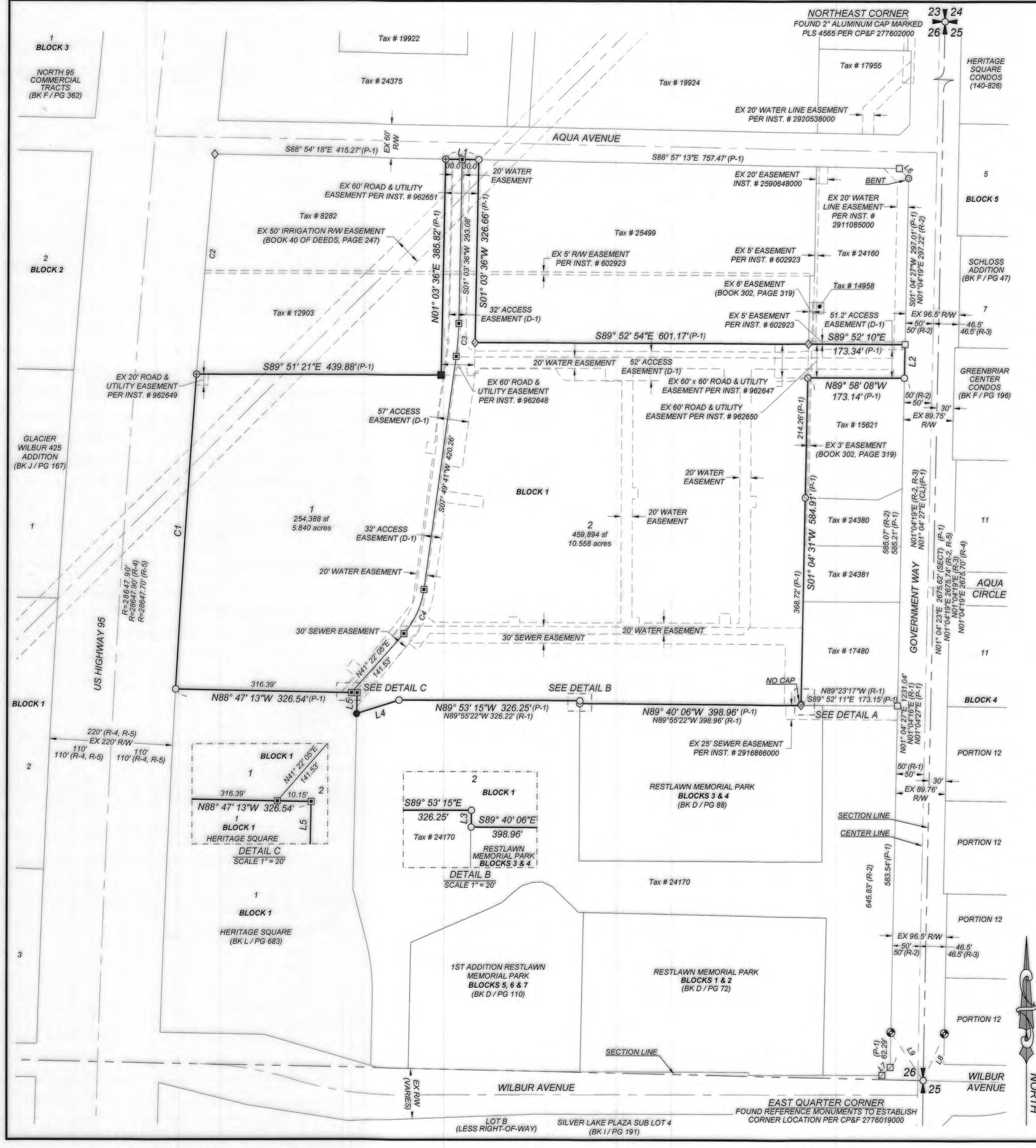
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED "PLS 4182"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "6374"
 - ⊖ DESTROYED DURING CONSTRUCTION REPLACED WITH 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - ⊙ FOUND 2.5" ALUMINUM CAP REFERENCE MONUMENT MARKED "PLS 9187"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - ⊙ FOUND 5/8" REBAR, AS NOTED
 - ⊕ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "6374"
 - ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "4194"
 - FOUND 2.5" ALUMINUM CAP MARKED "PLS 12318"
 - ⊠ FOUND 3" ALUMINUM CAP
 - ⊙ FOUND ROD IN CONCRETE
 - ◇ FOUND 3/4" I.D. IRON PIPE
 - ◇ FOUND 3" FENCE POST
 - △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY
— LOT LINE
— ADJACENT LOT LINE
- - - EASEMENT LINE
— CENTER LINE
- - - SECTION LINE



CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 120'
DATE:	01/11/2024
JOB NO.:	LCE 22-002.3

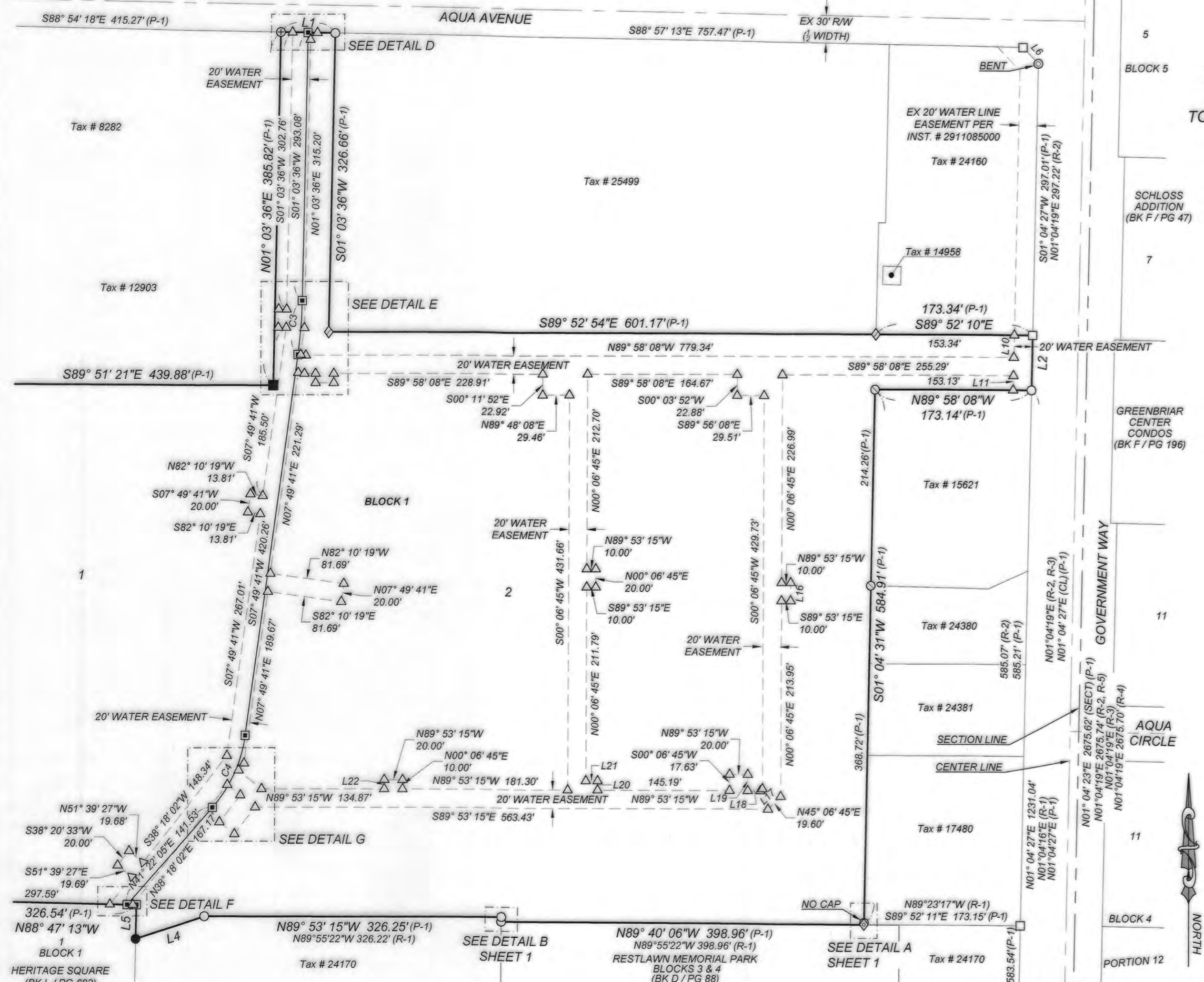
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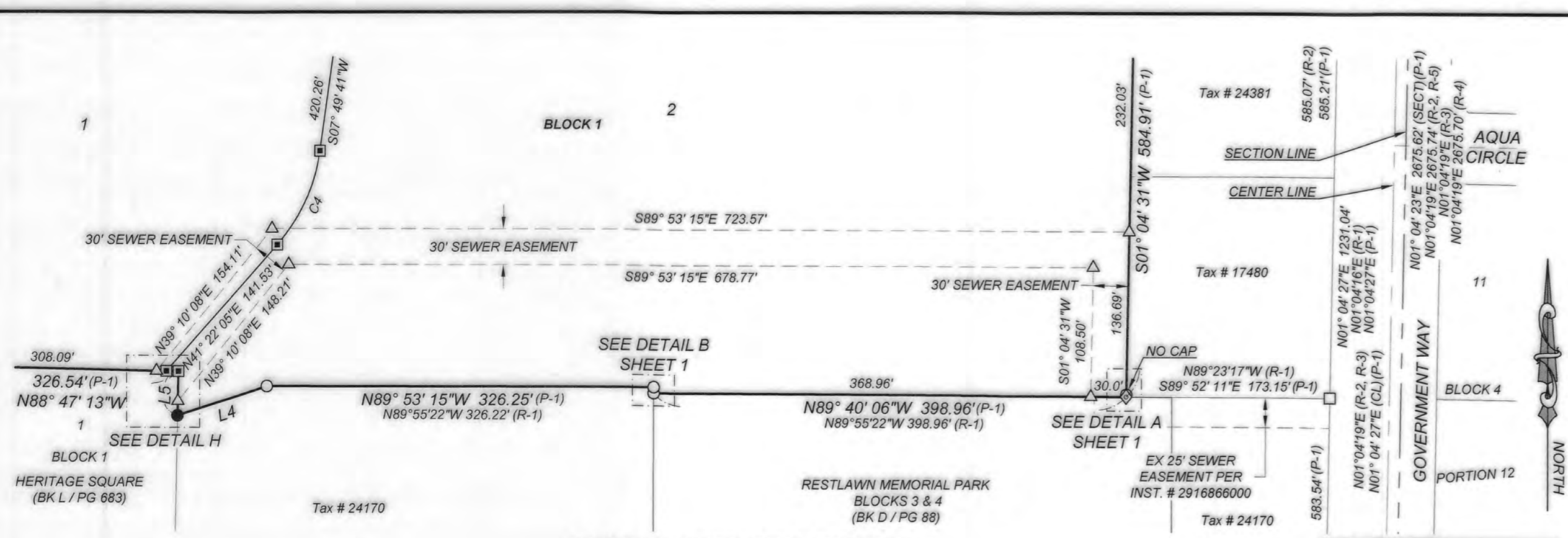


HERITAGE SQUARE FIRST ADDITION

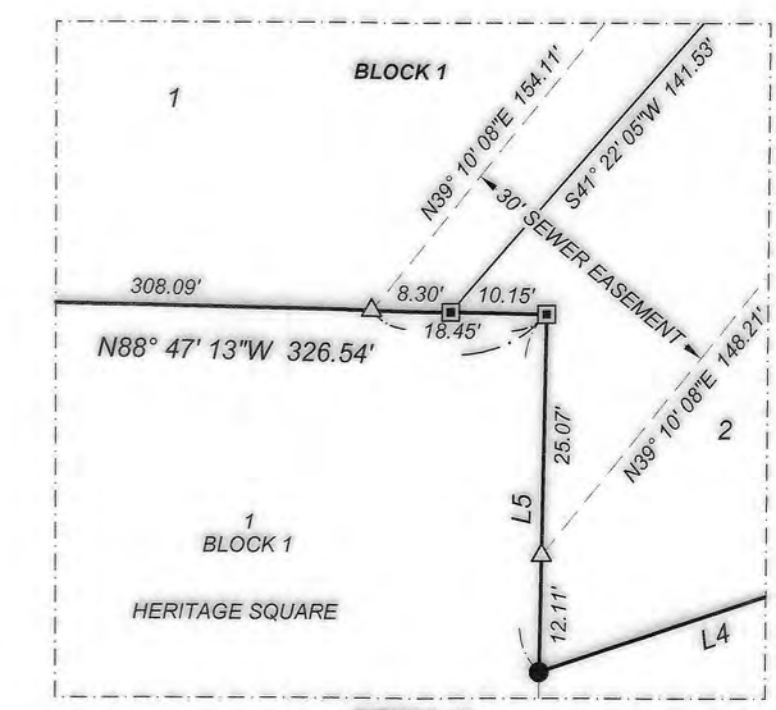
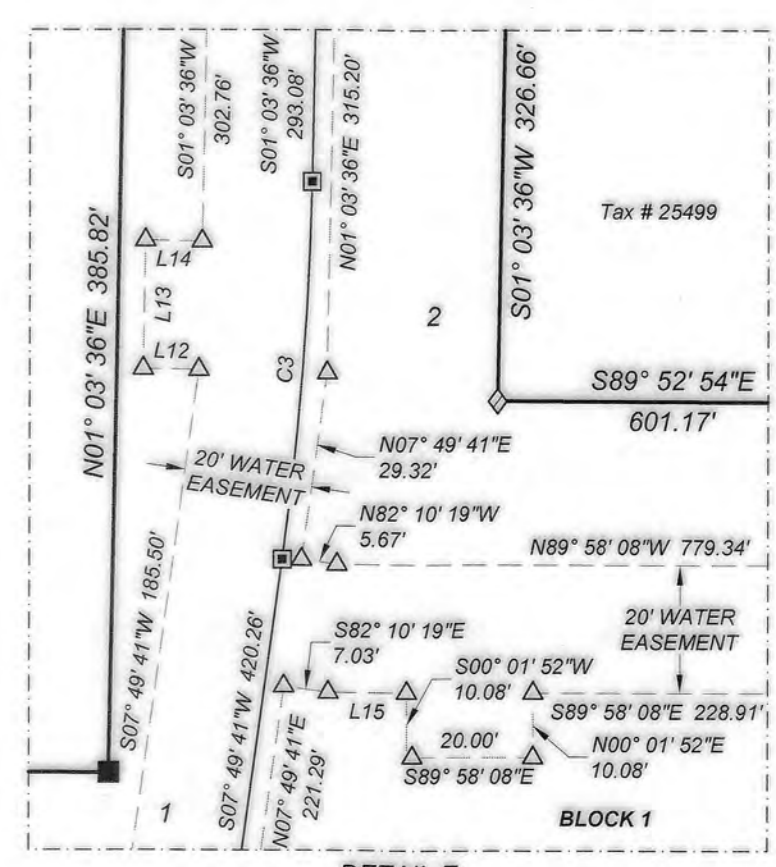
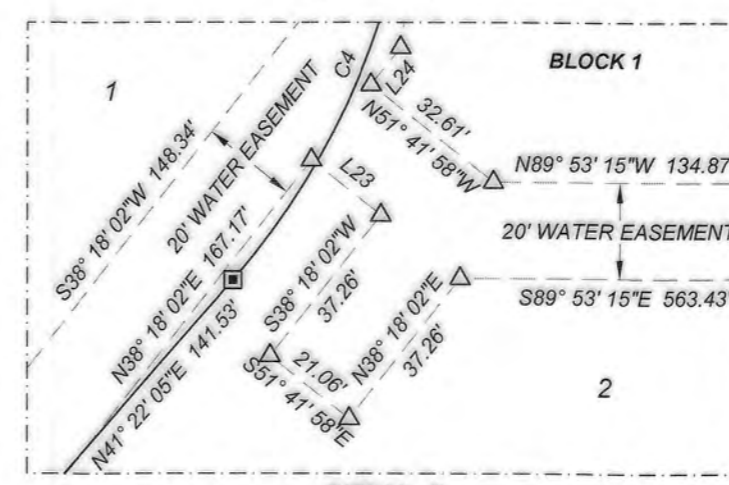
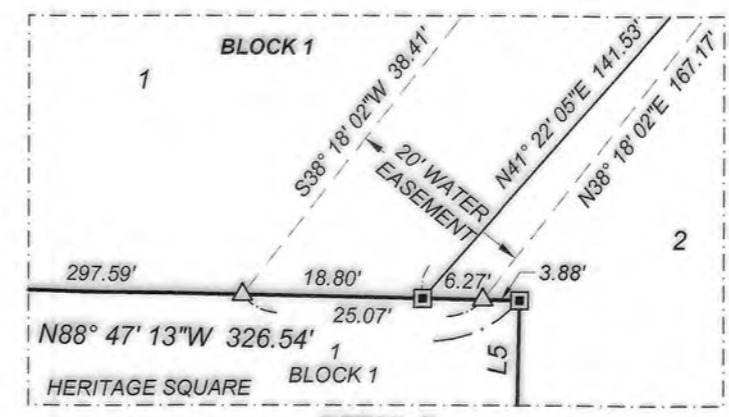
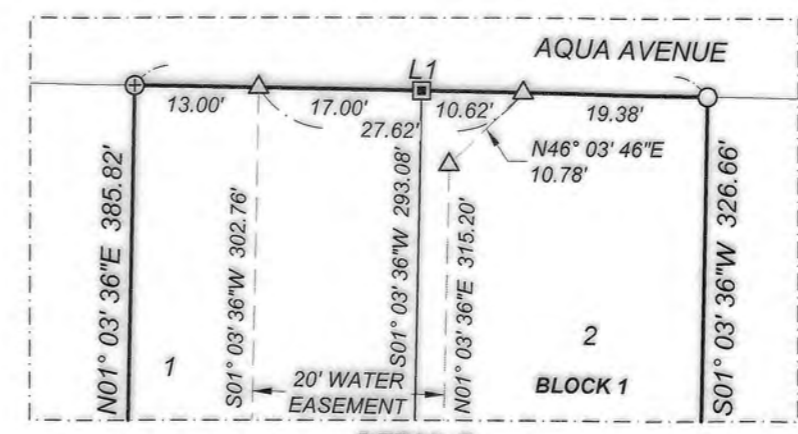
A REPLAT OF LOT 2, BLOCK 1 OF HERITAGE SQUARE LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



DOMESTIC WATER EASEMENT
 SCALE 1" = 100'



SANITARY SEWER EASEMENT
 SCALE 1" = 100'



Curve #	Length	Radius	Delta	Bearing	Chord
C3	59.06'	500.00'	006°46'05"	S04°26'38"W	59.03'
C4	87.81'	150.00'	033°32'24"	N24°35'53"E	86.56'

Line #	Bearing	Length
L1	S88°57'13"E	60.00'
L2	S01°04'27"W	60.01'
L3	N00°48'13"E	4.99'
L4	S71°41'22"W	79.48'
L5	N01°06'47"E	37.18'
L6	S43°43'10"E	24.15'
L7	N46°04'23"E	20.47'
L8	N24°38'54"E	91.87'
L9	S34°17'26"E	103.25'
L10	S01°04'35"W	24.32'
L11	S01°04'35"W	15.72'
L12	S88°56'24"E	8.77'
L13	S01°03'36"W	20.00'
L14	N88°56'24"W	8.90'
L15	S89°58'08"E	12.36'

Line #	Bearing	Length
L16	N00°06'45"E	20.00'
L17	S45°06'45"W	3.03'
L18	N89°53'15"W	13.86'
L19	N00°06'45"E	17.63'
L20	N00°06'45"E	10.00'
L21	N89°53'15"W	13.01'
L22	S00°06'45"W	10.00'
L23	S51°41'58"E	18.47'
L24	N38°18'02"E	9.91'

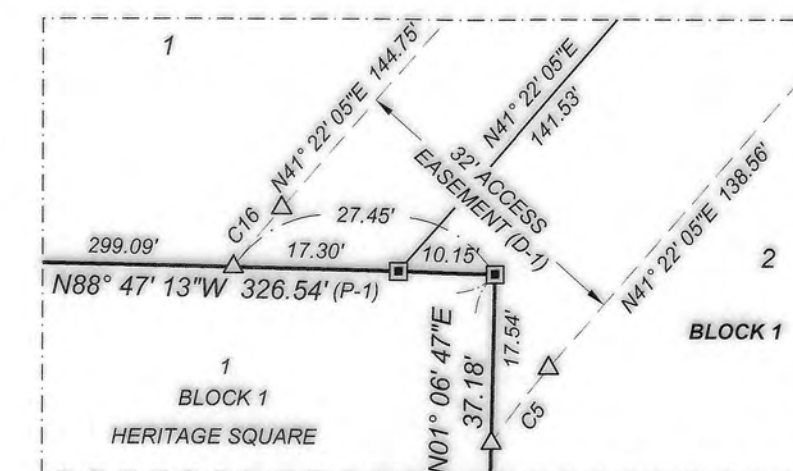
- LEGEND**
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED "PLS 4182"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "6374"
 - DESTROYED DURING CONSTRUCTION REPLACED WITH 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - ⊙ FOUND 2.5" ALUMINUM CAP REFERENCE MONUMENT MARKED "PLS 9187"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - ⊙ FOUND 5/8" REBAR, AS NOTED
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 - FOUND 2.5" ALUMINUM CAP MARKED "PLS 12318"
 - FOUND 3" ALUMINUM CAP
 - ◇ FOUND ROD IN CONCRETE
 - ◇ FOUND 3/4" I.D. IRON PIPE
 - ◇ FOUND 3" FENCE POST
 - △ CALCULATED POINT, NOTHING FOUND OR SET



CHECKED BY: DES
 DRAFTED BY: SMA
 SCALE: 1" = 80'
 DATE: 01/11/2024
 JOB NO: LCE 22-002.3

HERITAGE SQUARE FIRST ADDITION

A REPLAT OF LOT 2, BLOCK 1 OF HERITAGE SQUARE
 LYING IN THE NORTHEAST QUARTER OF SECTION 26,
 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO



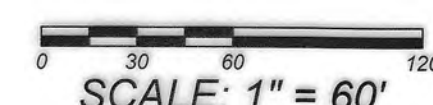
DETAIL K
 SCALE 1" = 20'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C3	59.06'	500.00'	006°46'05"	S04°26'38"W	59.03'
C4	87.81'	150.00'	033°32'24"	N24°35'53"E	86.56'
C5	9.83'	81.50'	006°54'41"	N37°54'45"E	9.82'
C6	98.64'	168.50'	033°32'24"	N24°35'53"E	97.24'
C7	14.35'	10.00'	082°12'11"	N48°55'46"E	13.15'
C8	4.86'	5.00'	055°42'11"	S62°07'03"E	4.67'
C9	9.72'	10.00'	055°42'11"	S62°07'03"E	9.34'
C10	32.84'	20.00'	094°05'38"	N42°55'19"W	29.28'
C11	27.47'	513.50'	003°03'53"	N02°35'33"E	27.46'
C12	6.79'	20.00'	019°26'28"	N10°46'50"E	6.75'
C13	7.63'	15.00'	029°09'36"	N13°31'12"W	7.55'
C14	56.88'	481.50'	006°46'05"	N04°26'38"E	56.84'
C15	79.91'	136.50'	033°32'24"	N24°35'53"E	78.77'
C16	7.94'	113.50'	004°00'24"	N39°21'53"E	7.94'



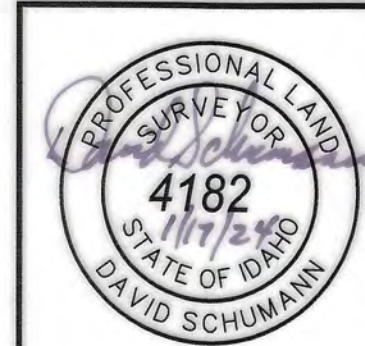
LEGEND

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- ◇ FOUND 3" FENCE POST
- △ CALCULATED POINT, NOTHING FOUND OR SET



RECIPROCAL ACCESS EASEMENT

SCALE 1" = 60'

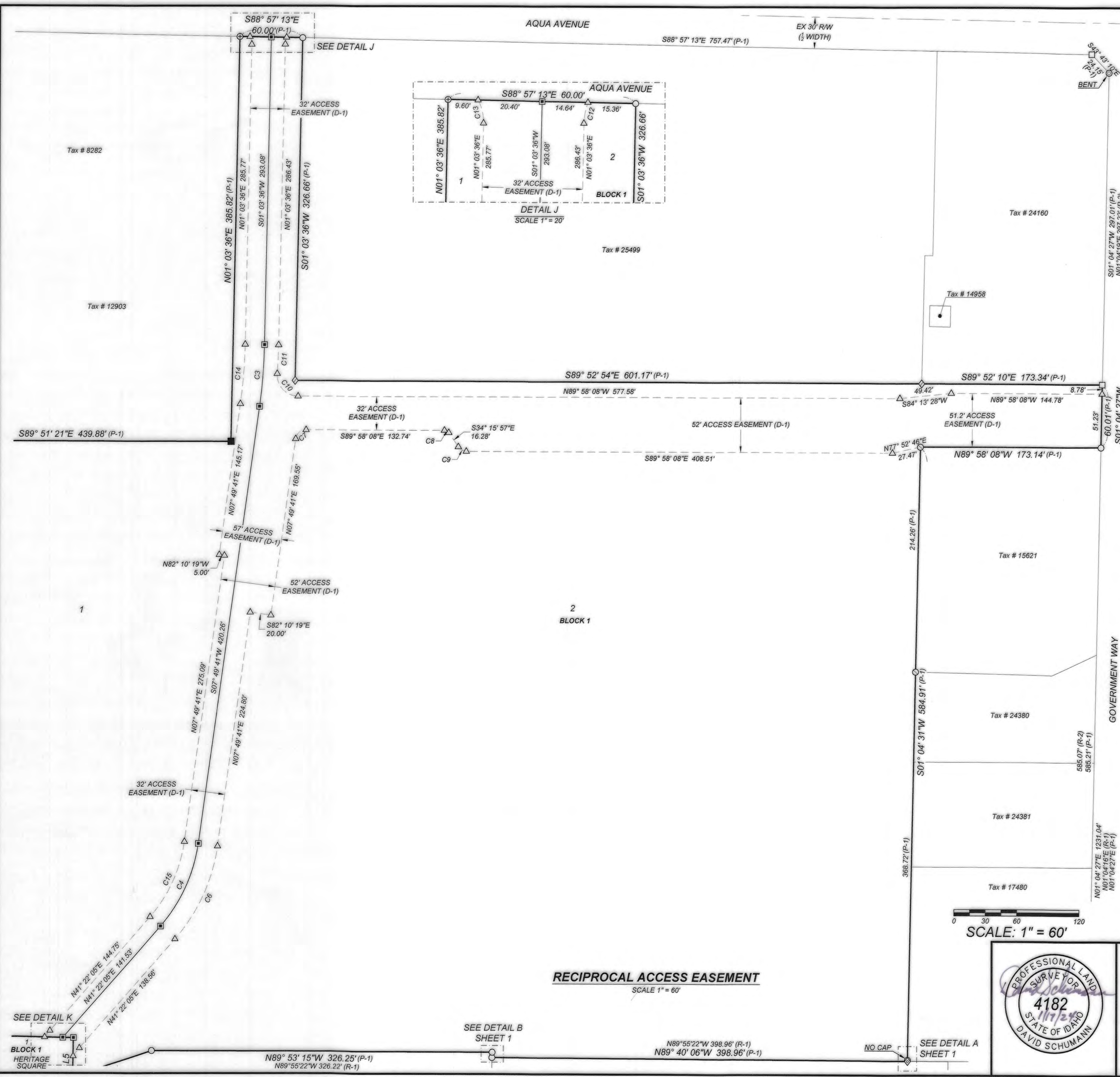


126 E. POPLAR AVENUE
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208.676.0230

CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 80'
DATE:	01/11/2024
JOB NO.:	LCE 22-002.3

3

4



HERITAGE SQUARE FIRST ADDITION

A REPLAT OF LOT 2, BLOCK 1 OF HERITAGE SQUARE LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF HERITAGE VILLAS, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____, AS INSTRUMENT NUMBER _____
FEE \$ _____

DEPUTY CLERK
JENNIFER LOCKE, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO. DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE - CLERK
Chad W. Boring PE# 10804
CITY OF COEUR D'ALENE - CITY ENGINEER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 20 23.
DATED THIS 19th DAY OF January, 2024

Al Kimbrik
Kootenai County Deputy Treasurer
KOOTENAI COUNTY TREASURER

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF COEUR D'ALENE AND NORTH KOOTENAI WATER AND SEWER DISTRICT. THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. THE BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSION WAS CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NON-CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

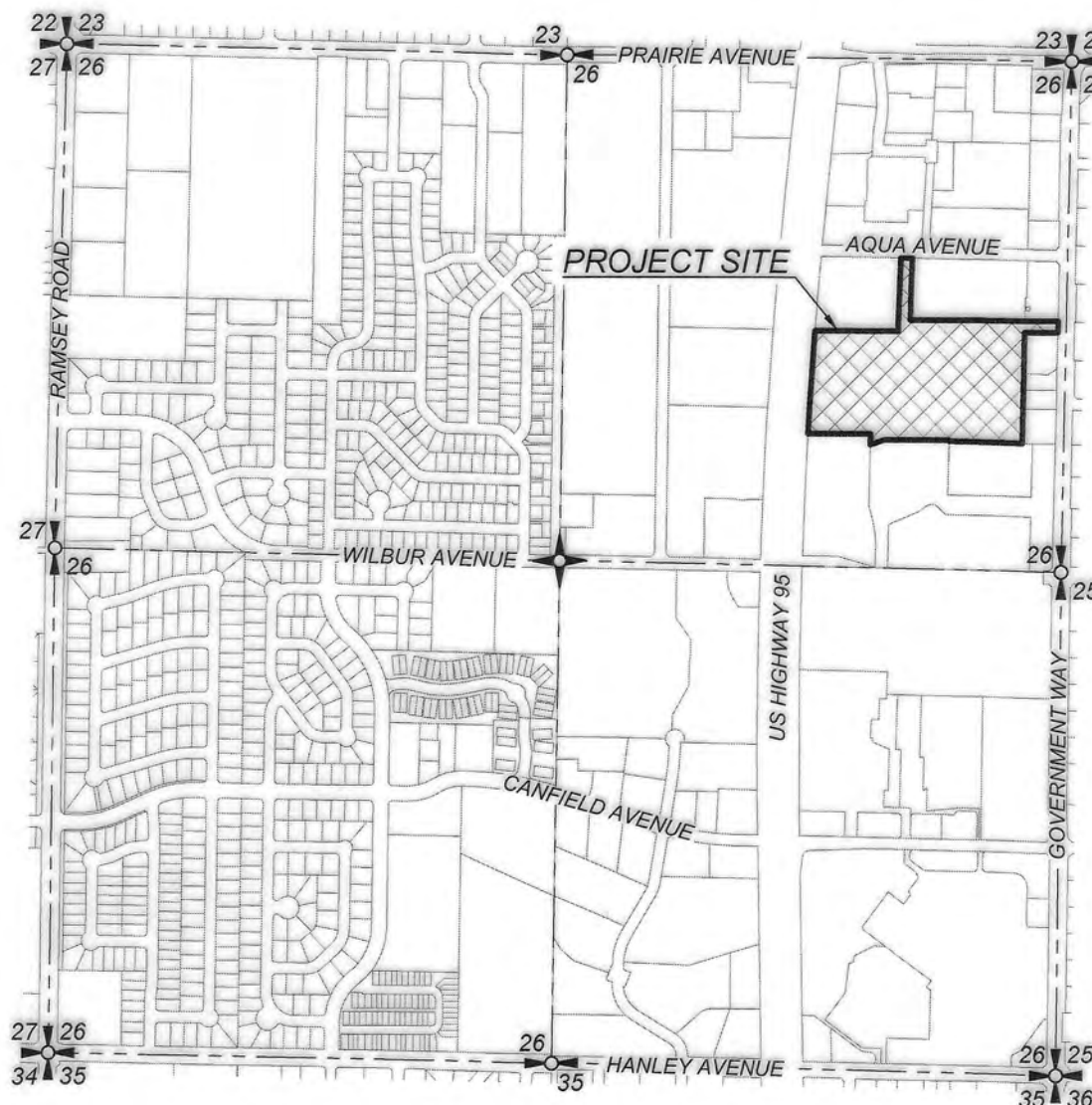
DATED THIS 18 DAY OF January, 2024

Jay Ireland
PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____.



SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST
VICINITY MAP
SCALE 1" = 1000'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY, INC. DATED AUGUST 21, 2023. COMMITMENT NUMBER KT-501458.

PLAT BOUNDARY IS BASED ON PUBLIC LAND SURVEY CORNER TIES AND PREVIOUS ADJOINING PLAT WORK AS DEPICTED.

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-503 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT

SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF HERITAGE SQUARE FIRST ADDITION IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. ALL INTERIOR CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

David Schumann
DAVID SCHUMANN
DATE 1/17/2024

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT HERITAGE VILLAS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS HERITAGE SQUARE FIRST ADDITION, BEING A REPLAT OF LOT 2, BLOCK 1 OF THE PLAT OF HERITAGE SQUARE FILED IN BOOK L OF PLATS AT PAGE 683, RECORDS OF KOOTENAI COUNTY, LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

SAID PARCEL CONTAINING 16.398 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY THE CITY OF COEUR D'ALENE;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY NORTH KOOTENAI WATER AND SEWER DISTRICT;

A SANITARY SEWER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO THE CITY OF COEUR D'ALENE FOR THE MAINTENANCE, OPERATION AND INSTALLATION OF INFRASTRUCTURE;

A DOMESTIC WATER EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO NORTH KOOTENAI WATER AND SEWER DISTRICT FOR THE MAINTENANCE, OPERATION AND INSTALLATION OF INFRASTRUCTURE;

Steve White
STEVE WHITE, GOVERNOR
HERITAGE VILLAS, LLC

1/19/24
DATE

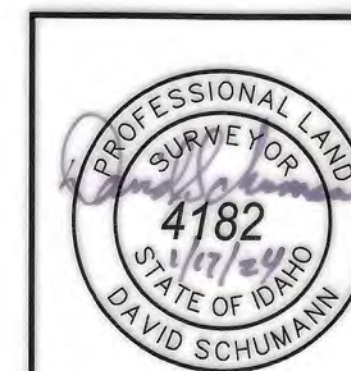
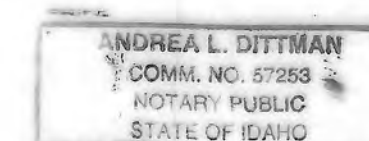
NOTARY CERTIFICATE

STATE OF IDAHO _____)
COUNTY OF KOOTENAI _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 19th DAY OF January IN THE YEAR 2024, BY STEVE WHITE, THE GOVERNOR OF HERITAGE VILLAS, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

Andrea L. Dittman
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



CHECKED BY: DES
DRAFTED BY: SMA
SCALE: N.T.S.
DATE: 01/11/2024
JOB NO: LCE 22-002.3

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CITY COUNCIL STAFF REPORT

DATE: February 6, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-23-13c, La Vista at Atlas Waterfront Condominiums, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, eight (8) unit residential condominium subdivision.

HISTORY

Applicant: Dennis Cunningham, Manager
Active West, LLC
PO Box 3398
Coeur d'Alene, ID 83816

Location: 2968 – 3012 N. Suzanne Court

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

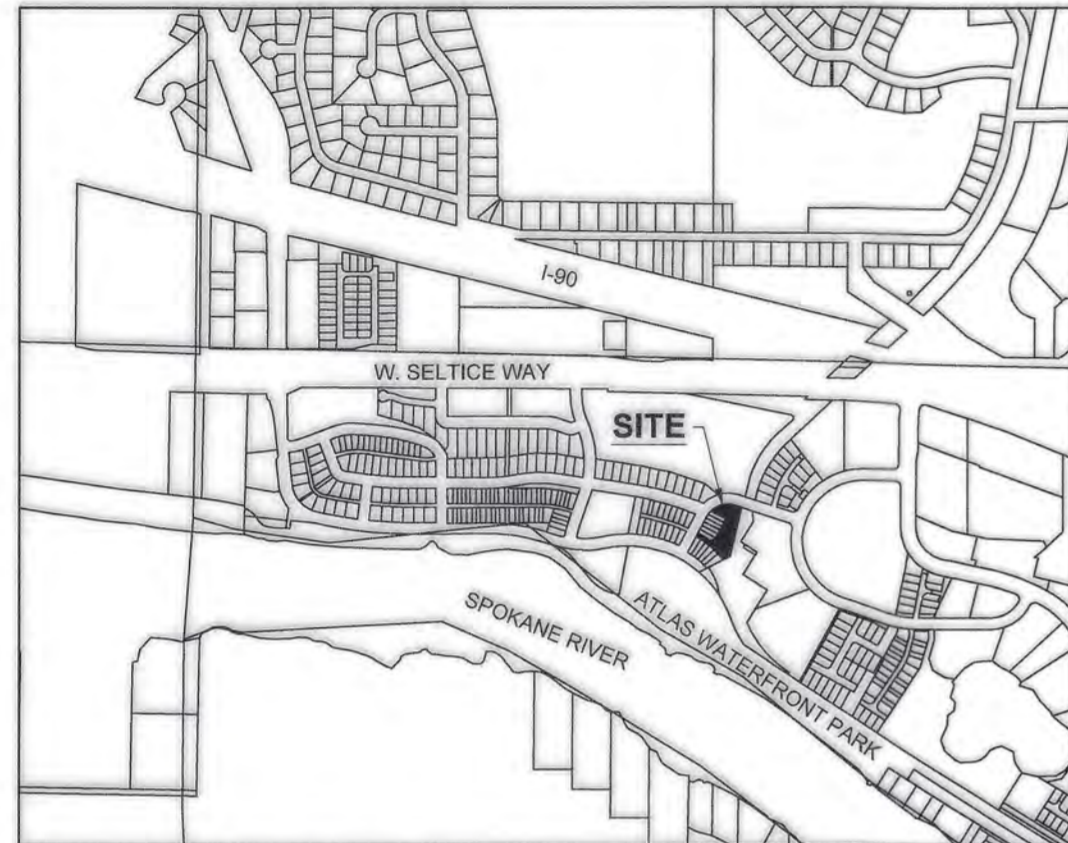
This is a re-plat of Lot 7, Block 13 of Atlas Waterfront First Addition located in Coeur d'Alene, into a one (1) lot, eight (8) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS

BEING LOT 7, BLOCK 13 OF
 ATLAS WATERFRONT FIRST ADDITION
 SITUATE IN THE NORTH 1/2 OF SECTION 10
 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



Vicinity Map:
 SCALE: 1" = 1000'

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT ACTIVE WEST, LLC, MANAGED BY DENNIS CUNNINGHAM, THE SOLE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATION, HAS CAUSED THE SAME TO BE DIVIDED INTO UNITS AND CONSENTS TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE. THE SAME TO BE KNOWN AS LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS, LOCATED IN A PORTION OF THE NORTH 1/2 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH LOT CORNER COMMON TO LOT 7, BLOCK 13, AND TRACT 2, OF ATLAS WATERFRONT FIRST ADDITION, AS SAME IS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK L OF PLATS, AT PAGE 519, AS INSTRUMENT NO. 2787680000 ON OCTOBER 29, 2020:

THENCE THE FOLLOWING COURSES ON THE EXTERIOR BOUNDARY OF SAID LOT 7:
 THENCE SOUTH 12° 51' 01" WEST, 258.37 FEET;
 THENCE SOUTH 62° 28' 52" WEST, 45.58 FEET TO A POINT OF CURVATURE;
 THENCE 148.52 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, A CENTRAL ANGLE OF 22° 14' 49", AND WHOSE CHORD BEARS NORTH 45° 39' 58" WEST, 147.59 FEET TO A POINT OF CURVATURE;
 THENCE 36.91 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 714.50 FEET, A CENTRAL ANGLE OF 02° 57' 35", AND WHOSE CHORD BEARS NORTH 58° 16' 17" WEST, 36.91 FEET;
 THENCE NORTH 27° 50' 32" EAST, 20.02 FEET TO A POINT OF CURVATURE;
 THENCE 38.78 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.50 FEET, A CENTRAL ANGLE OF 03° 01' 29", AND WHOSE CHORD BEARS SOUTH 58° 18' 46" EAST, 38.77 FEET TO A POINT OF CURVATURE;
 THENCE 23.26 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 402.50 FEET, A CENTRAL ANGLE OF 03° 18' 41", AND WHOSE CHORD BEARS SOUTH 55° 08' 09" EAST, 23.26 FEET TO A POINT OF CURVATURE;
 THENCE 48.22 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 98° 40' 37", AND WHOSE CHORD BEARS NORTH 77° 10' 51" EAST, 42.48 FEET;
 THENCE NORTH 27° 50' 32" EAST, 101.77 FEET TO A POINT OF CURVATURE;
 THENCE 9.27 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 53° 06' 10", AND WHOSE CHORD BEARS NORTH 01° 16' 38" EAST, 8.94 FEET;
 THENCE NORTH 62° 09' 28" WEST, 83.92 FEET TO A POINT OF CURVATURE;
 THENCE 135.18 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 61° 57' 43", AND WHOSE CHORD BEARS NORTH 76° 45' 43" EAST, 128.69 FEET;
 THENCE SOUTH 72° 19' 27" EAST, 34.85 FEET TO THE POINT OF BEGINNING.

THE OWNER HEREBY GRANTS THREE (3) UTILITY EASEMENTS, AS SHOWN ON SHEET 2, DETAIL "B" AND SHEET 3 FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

THE ABOVE DESCRIBED CONTAINS 0.647 ACRES (28,193 SQ.FT.) MORE OR LESS.

WATER AND SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

[Signature]
 DENNIS CUNNINGHAM - MANAGER
 ACTIVE WEST, LLC
 1-26-24
 DATE

RECORDER'S CERTIFICATE:

FILED THIS ___ DAY OF ___, 20___,
 AT ___ O'CLOCK ___ M. IN BOOK ___ OF PLATS AT PAGE ___,
 AT THE REQUEST OF HMH ENGINEERING
 INSTRUMENT NO. _____ FEE: _____

KOOTENAI COUNTY RECORDER

CITY COUNCIL'S CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO, THIS ___ DAY OF ___, IN THE YEAR OF 20___.

CITY CLERK

CITY ENGINEER CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT DATED THIS ___ DAY OF ___, 20___.

CITY ENGINEER - CITY OF COEUR D'ALENE

COUNTY TREASURER'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2023.

DATED THIS 29 DAY OF Jan, 2024.

[Signature]
 KOTENAI COUNTY TREASURER

PANHANDLE CERTIFICATE:

SANITARY RESTRICTIONS, AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON QLP FROM THE CITY OF COEUR D'ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTION MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

1-26-24
 DATE
[Signature]
 HEALTH DISTRICT SIGNATURE

NOTARY PUBLIC CERTIFICATE:

ACKNOWLEDGEMENT

STATE OF IDAHO }
 } SS
 COUNTY OF Kootenai }

ON THIS 26 DAY OF Jan, IN THE YEAR OF 2024, BEFORE ME PERSONALLY APPEARED Dennis Cunningham, KNOW OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME. I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC: *[Signature]*
 MY COMMISSION EXPIRES: 08/13/2027



COUNTY SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF "LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

KOOTENAI COUNTY SURVEYOR
 RODNEY E. JONES, PLS 12463
 DATE: _____


SURVEYOR'S CERTIFICATE:

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON AN ACTUAL FIELD SURVEY, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 13, TITLE 50 OF THE IDAHO CODE. I HEREBY CERTIFY THAT ALL CORNERS AND MONUMENTS SHOWN HEREON HAVE BEEN ESTABLISHED ON THE GROUND; THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCE HAVE BEEN COMPLIED WITH.

[Signature]
 DANIEL O. INLOES, PLS 20888
 DATE: 1/24/24


CONSENT TO RECORDATION:

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER CERTAIN DEED OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON AND RECORDED AS INSTRUMENT NUMBER 2938083000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURE AS EVIDENCE OF THEIR CONSENT TO THE CREATION OF THIS CONDOMINIUM PROJECT AND THE RECORDATION OF THE DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF THE IDAHO CODE INCLUDING, WITHOUT LIMITATIONS, THIS PLAT AND THE CONDOMINIUM DECLARATIONS REFERRED TO HEREON.

THIS 29 DAY OF January, 2024
[Signature]
 UMPQUA BANK

NOTARY PUBLIC CERTIFICATE:

ACKNOWLEDGEMENT

STATE OF IDAHO }
 } SS
 COUNTY OF Kootenai }

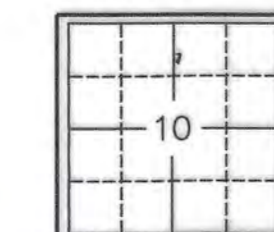
ON THIS 29 DAY OF January, IN THE YEAR OF 2024, BEFORE ME PERSONALLY APPEARED Douglas A. Cox, KNOW OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME. I HAVE HEREUNTO SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC: *[Signature]*
 MY COMMISSION EXPIRES: 9/1/28



PN: S23132

PAGE 1 OF 6



HMH engineering
 3882 North Schreiber Way Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825

LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS

BASIS OF BEARING:

THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING GEOID18, WHICH PRODUCED A COMBINED ADJUSTMENT FACTOR OF 1.0000871857.

REFERENCES:

- (R1) ATLAS WATERFRONT FIRST ADDITION, FILED IN BOOK L OF PLATS AT PAGE 519, RECORDED AS INSTRUMENT No. 278768000 BY MICHAEL HATHAWAY, PLS 12318, ON OCTOBER 29, 2020.
- (R2) RECORD OF SURVEY INSTRUMENT No. 2860647000, BOOK 31, PAGE 991, MICHAEL HATHAWAY, PLS 12318, SEPTEMBER 22, 2021.

NOTES:

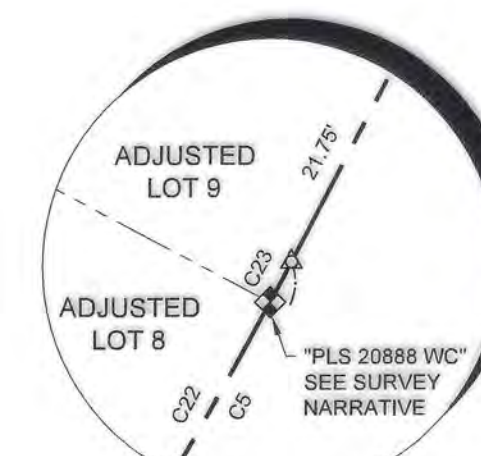
- THIS CONDOMINIUM PLAT WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT ISSUED BY TITLE ONE, FILE NUMBER 23487128 WITH AN EFFECTIVE DATE OF OCTOBER 3, 2023.
- THIS CONDOMINIUM PLAT IS SUBJECT TO THE CONDOMINIUM DECLARATION FOR LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS RECORDED AS INSTRUMENT No. _____ AS MY NOW OR HEREAFTER BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
- THIS CONDOMINIUM PLAT IS SUBJECT TO MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT, INSTRUMENT No. 2828501000, RECORDED APRIL 23, 2021.
- THIS CONDOMINIUM PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ATLAS WATERFRONT FIRST ADDITION, INSTRUMENT No. 2814179000, DATED FEBRUARY 12, 2021, AS MAY NOW OR HEREAFTER BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
- LINE L1 THROUGH L4, SHOWN HEREON, ARE TIE LINES TO BUILDING ENVELOPE CORNERS, NOT UNIT CORNERS. REFERENCE SHEET 3 & 5 FOR TIE LINE REFERENCES TO UNIT BOUNDARIES. ALL AREAS WITHIN THE SUBJECT PROPERTY BOUNDARY, EXCEPT THE AREAS WITHIN THE DESIGNATED UNIT BOUNDARIES AS SHOWN HEREON, ARE CONSIDERED "COMMON AREA", INCLUDING WALLS SEPARATING UNITS AND THE EXTERIOR WALLS OF BUILDING "A" AND BUILDING "B". REFERENCE THE DECLARATION, AS REFERENCED IN NOTE 2, FOR SPECIFICS REGARDING OWNERSHIP.
- PARKING STALL P-1 THROUGH P-7 ARE "TO BE CONSTRUCTED" AND ARE 20'x9' IN SIZE, WITH THE EXCEPTION OF P-5 WHICH IS 20'x10'. REFERENCE THE DECLARATION, AS REFERENCED IN NOTE 2, FOR OWNERSHIP INFORMATION OF SAID PARKING STALLS.
- EASEMENT CORNER FALLS IN LANDSCAPING BOULDER. NOT SET

SURVEYOR'S NARRATIVE:

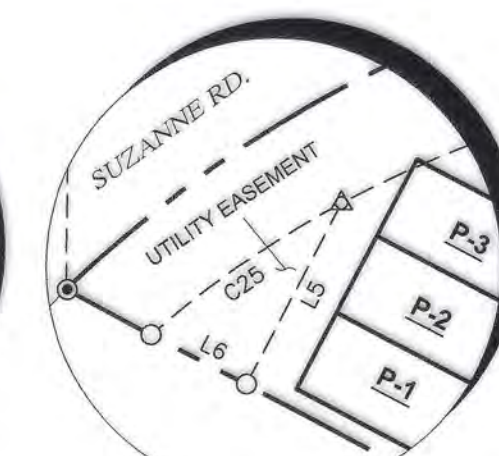
THIS CONDOMINIUM PLAT WAS PERFORMED AT THE REQUEST OF ACTIVE WEST, LLC TO ESTABLISH UNITS WITHIN LOT 7, BLOCK 13 OF ATLAS WATERFRONT FIRST ADDITION. FOUND MONUMENTS SUBSTANTIALLY FIT RECORD INFORMATION. THE MONUMENT SHOWN IN DETAIL "A" IS NOT LOCATED AT THE POINT OF CURVATURE, BEING THE EASTERLY TERMINUS OF C89, AS SHOWN ON (R1). IT WAS SET AT THE ADJUSTED LOT CORNER AT THE LOCATION IMPLIED BY (R2). I SPOKE WITH THE ORIGINAL SURVEYOR OF (R1) AND (R2) AND CONFIRMED THAT THE ADJUSTED LOT CORNER COMMON TO LOT 8 AND LOT 9 WAS INTENDED TO FALL ON CURVE NUMBER C89, AS SHOWN ON (R1), AND THAT (R2) SHOWS THE COURSE BETWEEN THE PC OF THE CURVE AND THE NEW LOT CORNER A STRAIGHT LINE WHEN IT SHOULD HAVE BEEN DESCRIBED AS A CURVE. THIS MONUMENT IS TO SERVE AS THE ADJUSTED LOT CORNER COMMON TO LOT 8 AND LOT 9 AND SERVE AS A 0.24' WITNESS CORNER FOR THE PC OF THE CURVE, WHICH IS THE TERMINUS POINT OF CURVE NUMBER C89 AS SHOWN ON (R1) AND ONE OF THE CONTROLLING CORNER OF LOT 7. A RECESSED COPPER DISC STAMPED "PLS 20888 / W.C." WAS SET IN THIS LOCATION.

LEGEND:

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8" REBAR, "PLS 12318" OR AS DESCRIBED
- CALCULATED POINT (NOTHING FOUND OR SET)
- 1-1/2" COPPER DISK IN CONCRETE MARKED "PLS 20888" OR AS DESCRIBED.
- SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ESMT PLS 20888"
- LOT NUMBER PER (R1)
- SUBJECT PROPERTY BOUNDARY
- UNIT BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE



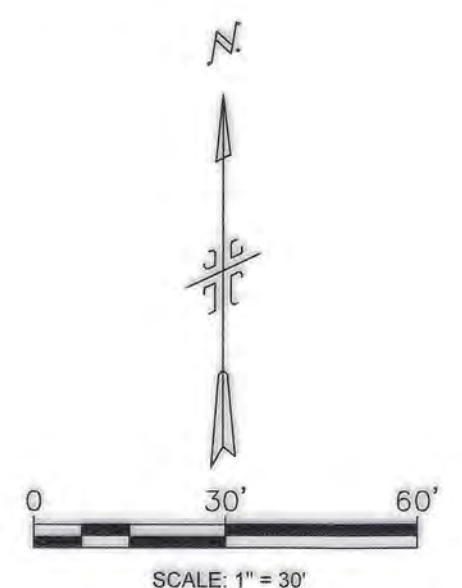
DETAIL "A"
SCALE: 1" = 1'



DETAIL "B"
UTILITY EASEMENT
SCALE: 1" = 20'

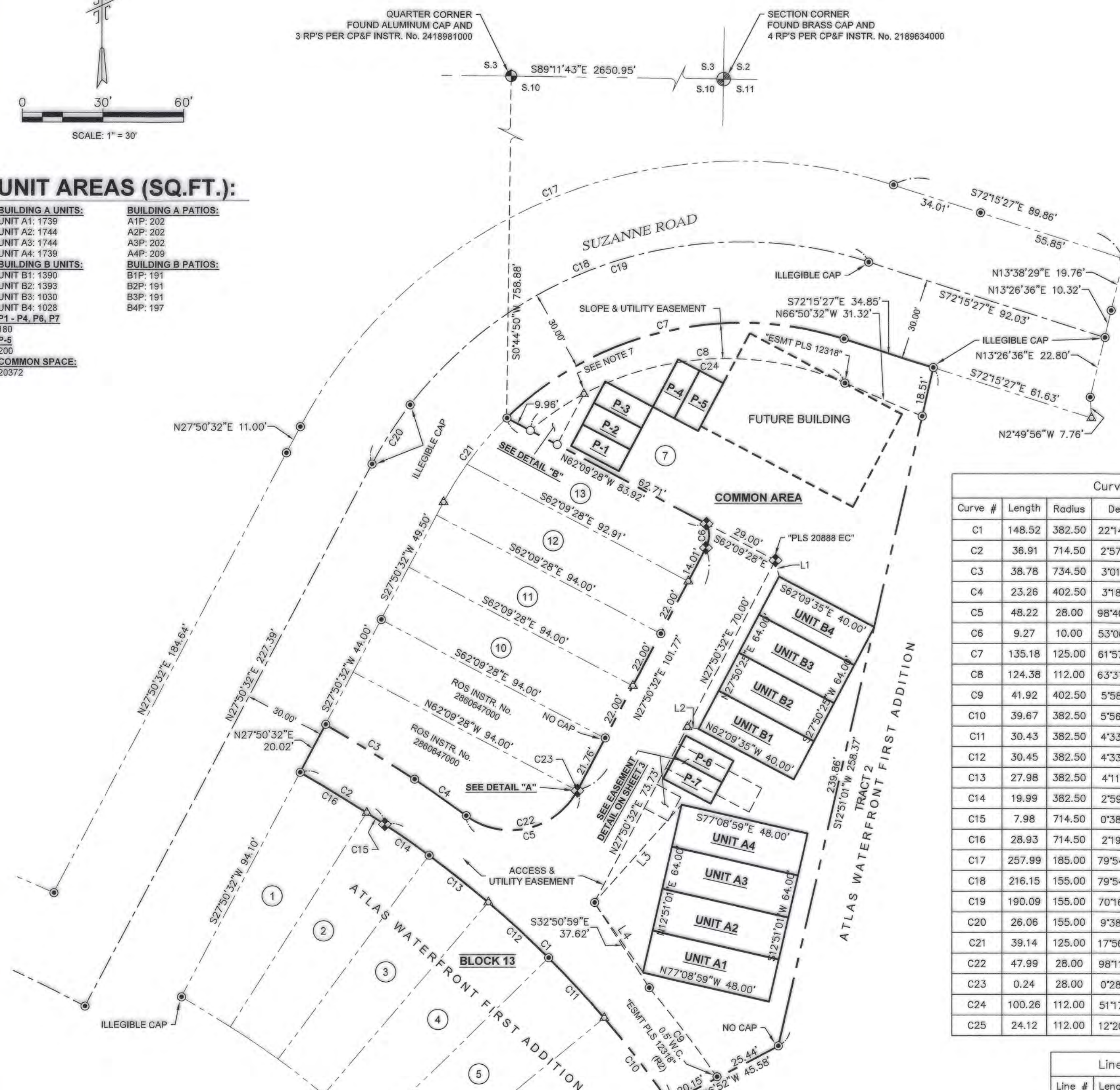
PN:S23132

PAGE 2 OF 6



UNIT AREAS (SQ.FT.):

- | | |
|--------------------------|---------------------------|
| BUILDING A UNITS: | BUILDING A PATIOS: |
| UNIT A1: 1739 | A1P: 202 |
| UNIT A2: 1744 | A2P: 202 |
| UNIT A3: 1744 | A3P: 202 |
| UNIT A4: 1739 | A4P: 209 |
| BUILDING B UNITS: | BUILDING B PATIOS: |
| UNIT B1: 1390 | B1P: 191 |
| UNIT B2: 1393 | B2P: 191 |
| UNIT B3: 1030 | B3P: 191 |
| UNIT B4: 1028 | B4P: 197 |
| P1 - P4, P6, P7 | |
| 180 | |
| P-5 | |
| 200 | |
| COMMON SPACE: | |
| 20372 | |



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	148.52	382.50	22°14'49"	147.59	N45°39'58"W
C2	36.91	714.50	2°57'36"	36.91	N58°16'17"W
C3	38.78	734.50	3°01'29"	38.77	S58°18'46"E
C4	23.26	402.50	3°18'41"	23.26	S55°08'09"E
C5	48.22	28.00	98°40'37"	42.48	N11°16'38"E
C7	135.18	125.00	61°57'43"	128.69	N76°45'43"E
C8	124.38	112.00	63°37'44"	118.09	S81°20'40"W
C9	41.92	402.50	5°58'01"	41.90	S37°10'41"E
C10	39.67	382.50	5°56'35"	39.66	N37°30'35"W
C11	30.43	382.50	4°33'28"	30.42	N42°45'58"W
C12	30.45	382.50	4°33'39"	30.44	N47°19'31"W
C13	27.98	382.50	4°11'26"	27.97	N51°42'04"W
C14	19.99	382.50	2°59'41"	19.99	N55°17'38"W
C15	7.98	714.50	0°38'24"	7.98	N57°06'41"W
C16	28.93	714.50	2°19'12"	28.93	N58°35'29"W
C17	257.99	185.00	79°54'05"	237.59	N67°47'32"E
C18	216.15	155.00	79°54'05"	199.06	N67°47'32"E
C19	190.09	155.00	70°16'02"	178.40	S72°36'34"W
C20	26.06	155.00	9°38'04"	26.03	S32°39'31"W
C21	39.14	125.00	17°56'23"	38.98	S36°48'40"W
C22	47.99	28.00	98°11'23"	42.33	N77°25'20"E
C23	0.24	28.00	0°28'58"	0.24	N28°05'02"E
C24	100.26	112.00	51°17'31"	96.95	S87°30'46"W
C25	24.12	112.00	12°20'13"	24.07	S55°41'54"W

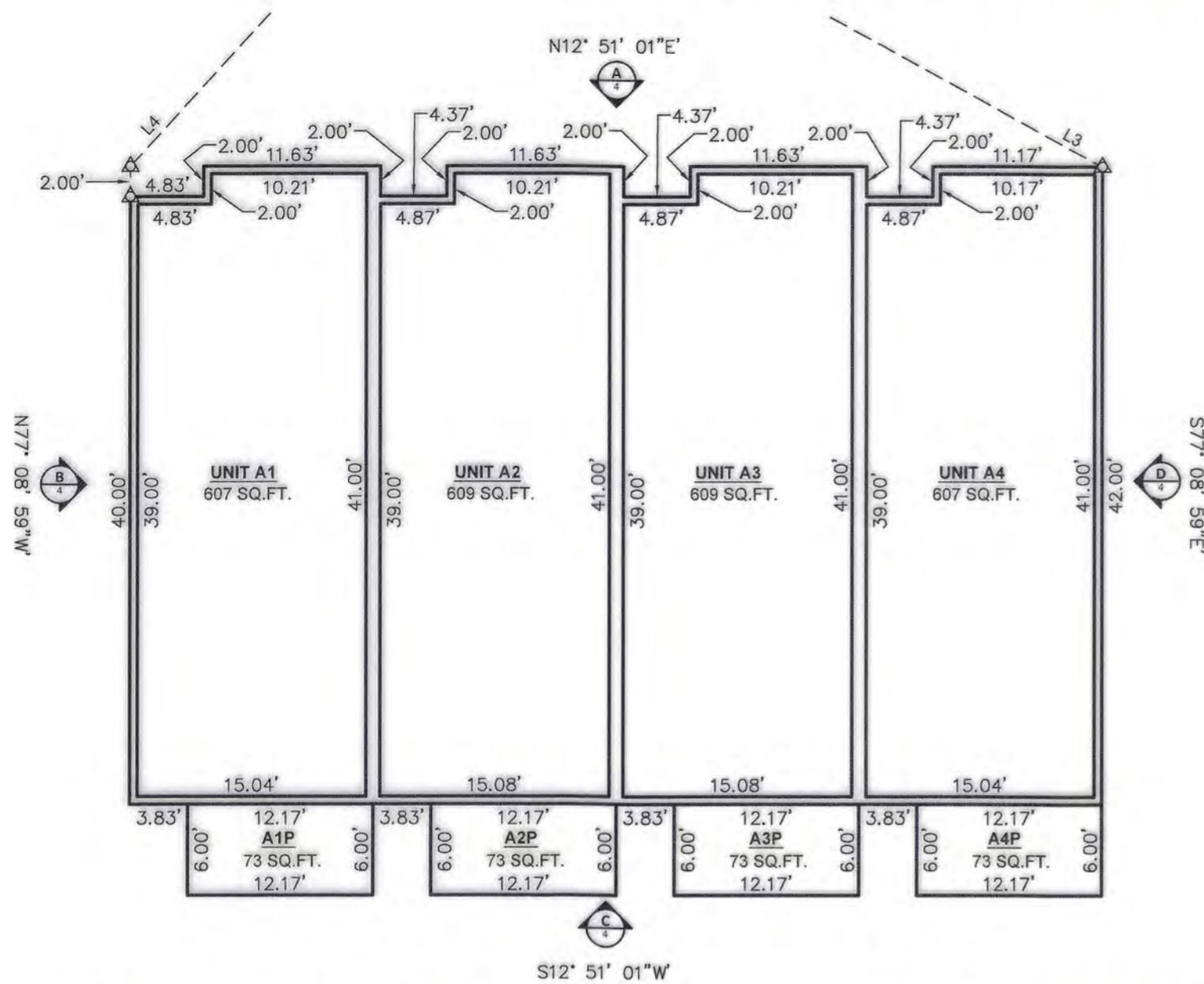
Line Table		
Line #	Length	Direction
L1	6.12	S12°48'44"E
L2	4.22	S80°53'12"E
L3	48.69	N41°34'40"E
L4	31.65	S34°50'38"E
L5	21.28	S27°50'32"W
L6	11.25	N62°09'28"W



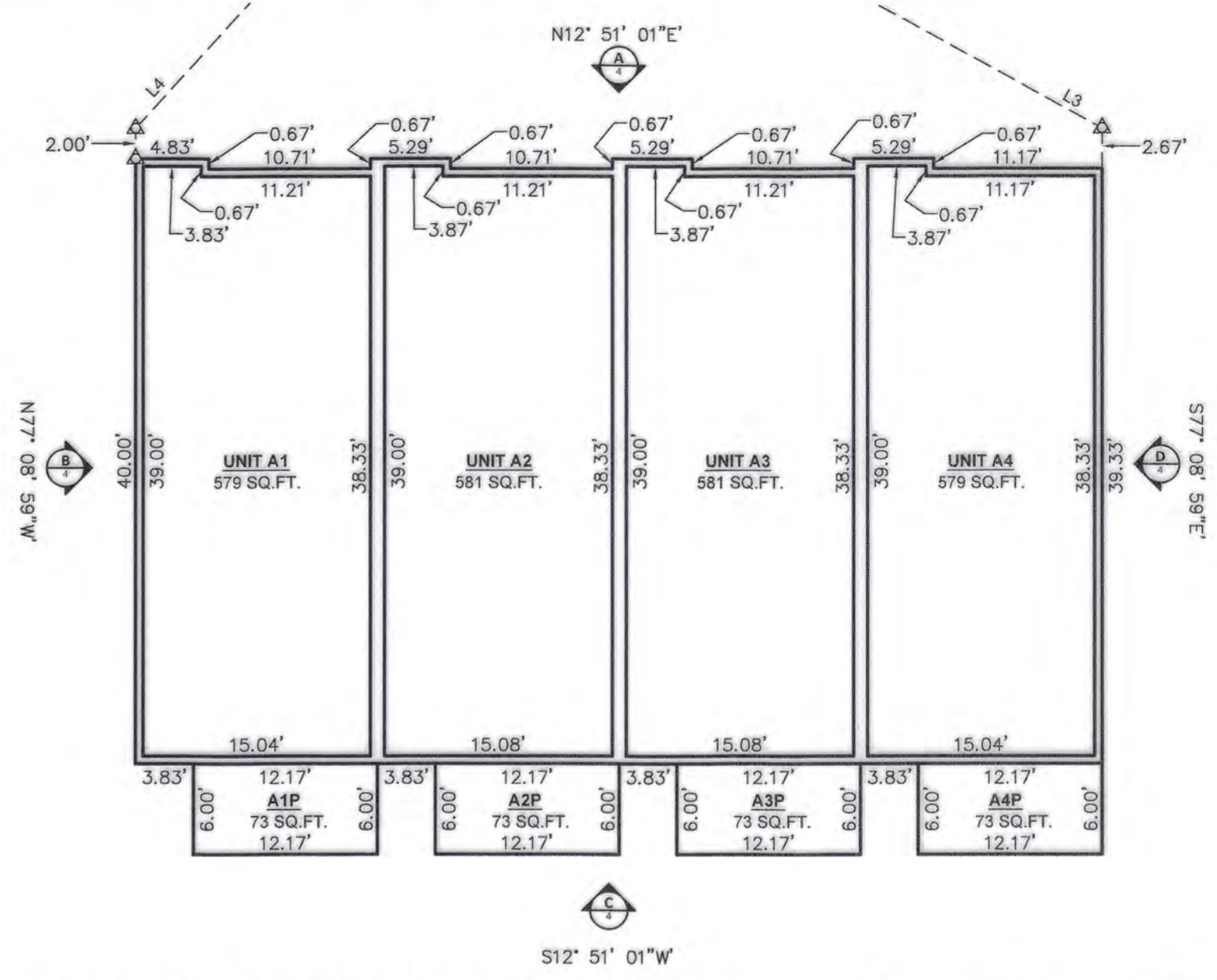
BOUNDARY & UNIT TIES

3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

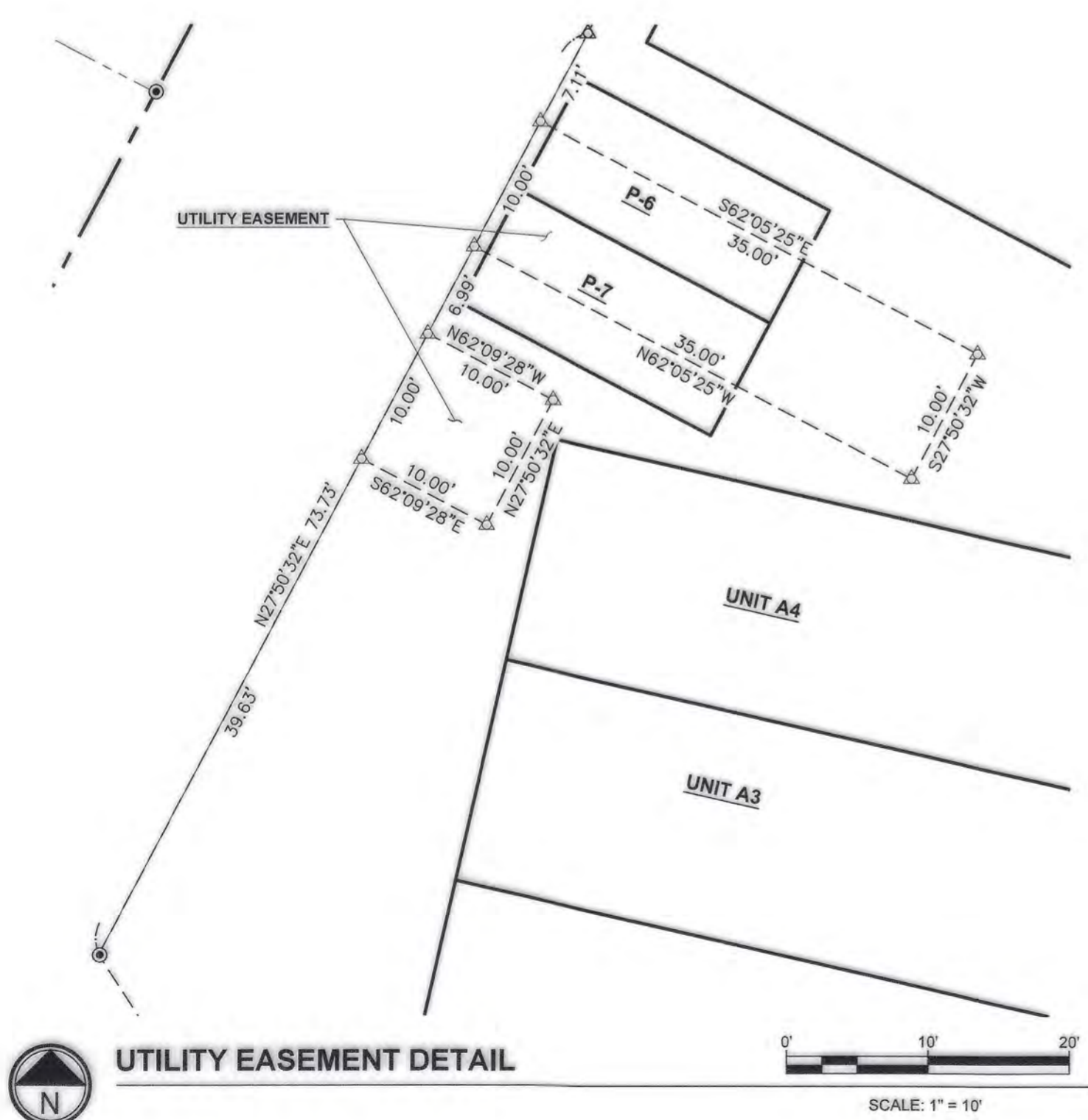
LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS



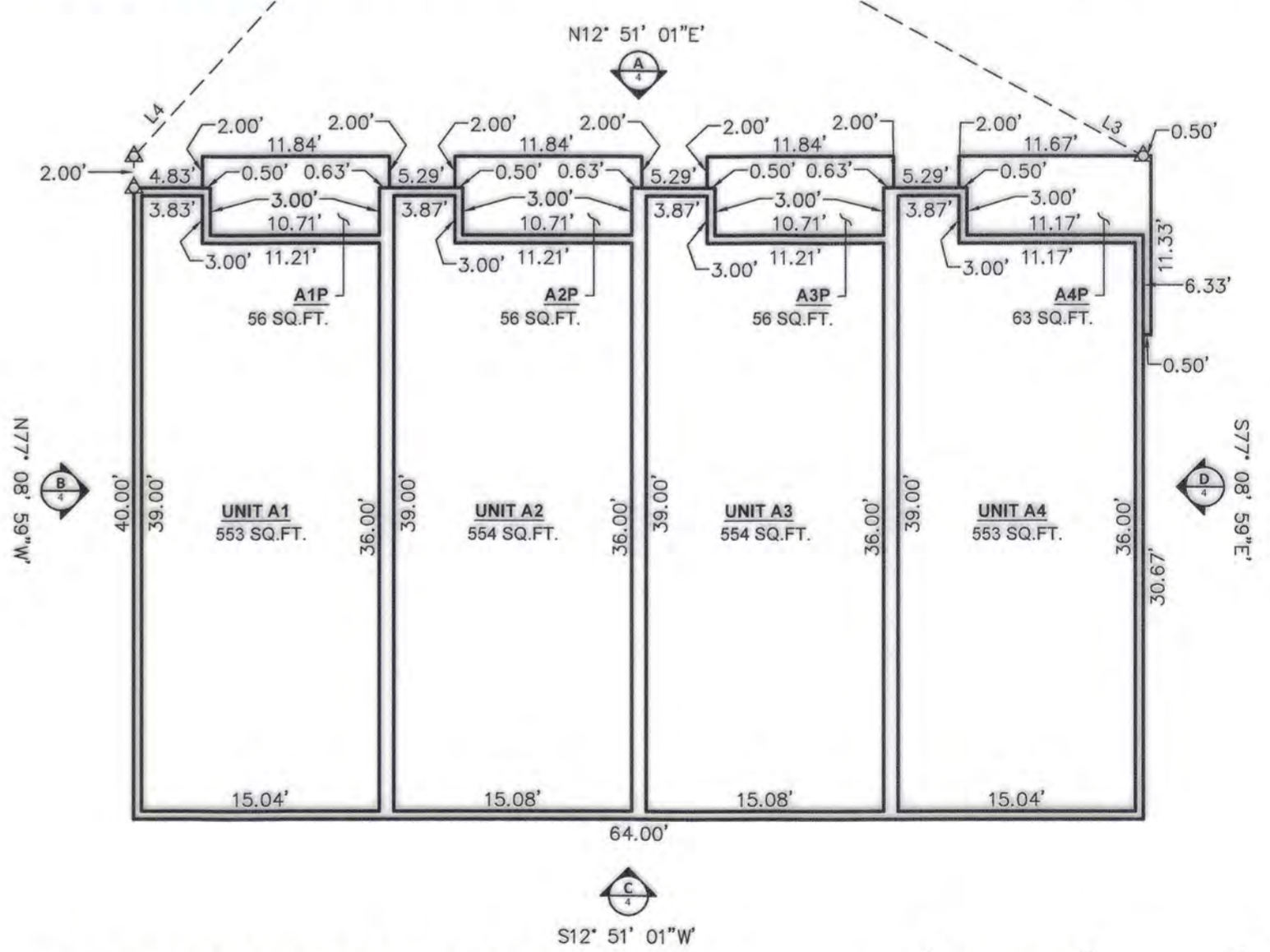
BUILDING "A" : 0' - 9' 1-1/8"
LEVEL 1



BUILDING "A" : 10' 1-1/8" - 19' 2-1/8"
LEVEL 2



UTILITY EASEMENT DETAIL



BUILDING "A" : 20' 2-1/4" - 29' 3-3/8"
LEVEL 3

LEGEND:



ELEVATION DETAIL VIEW "A" ON SHEET "4"
LOOKING IN THE DIRECTION INDICATED BY THE ARROW



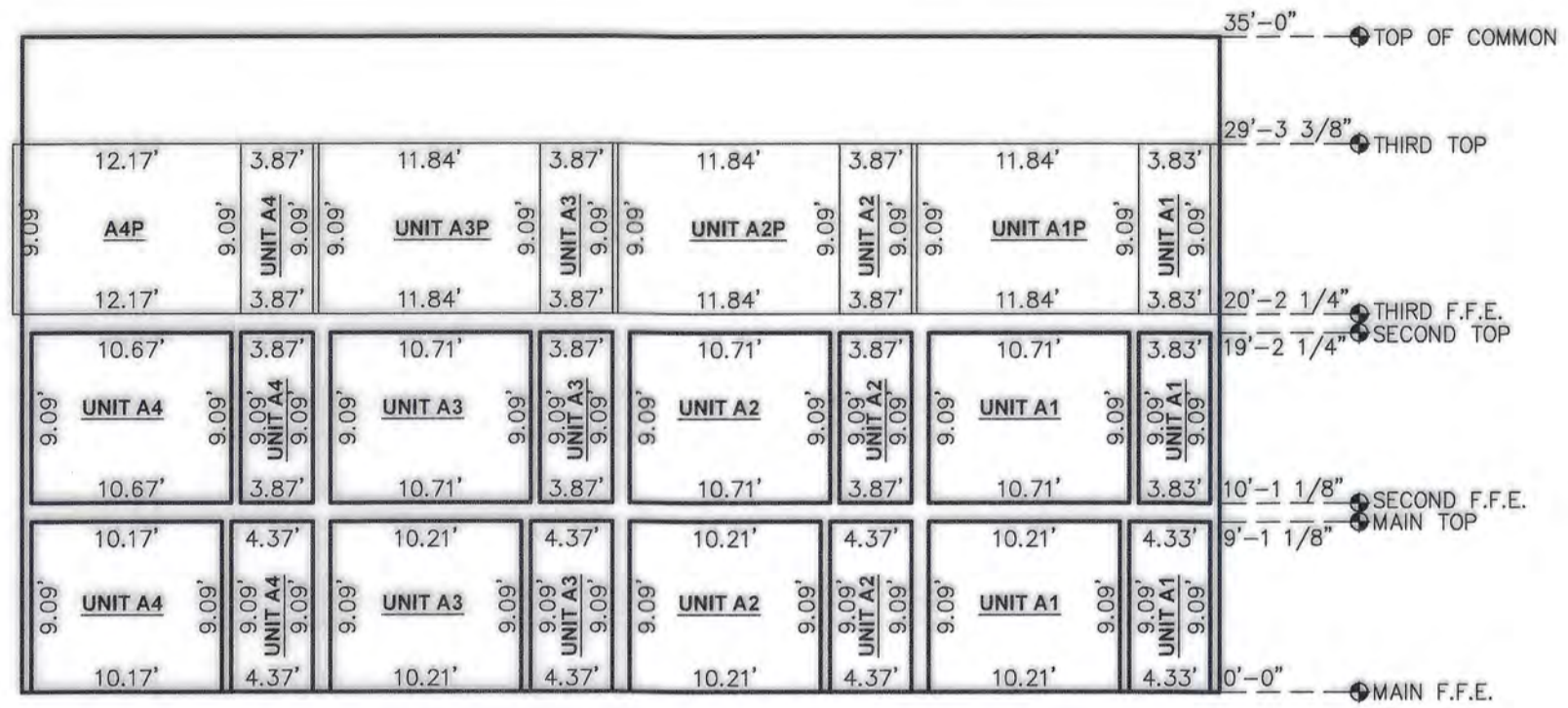
PN: S23132

PAGE 3 OF 6

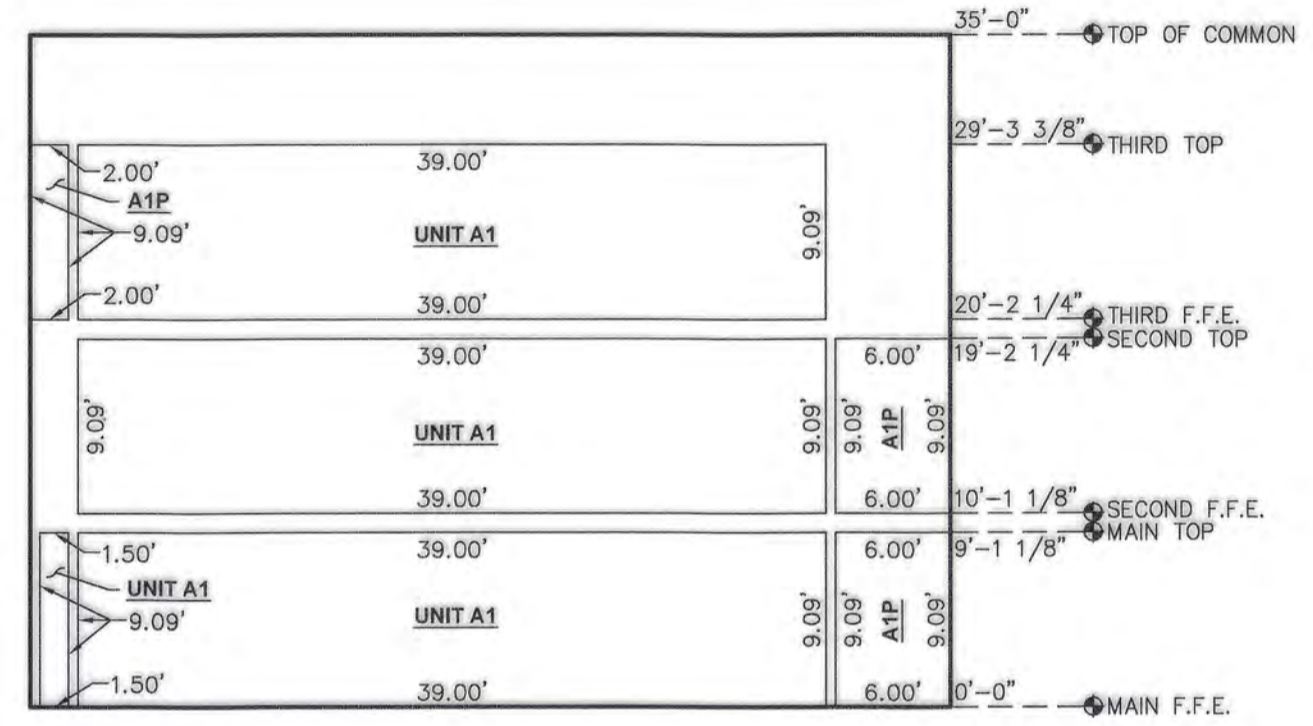
BUILDING "A" PLAN VIEW

HMH engineering 3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

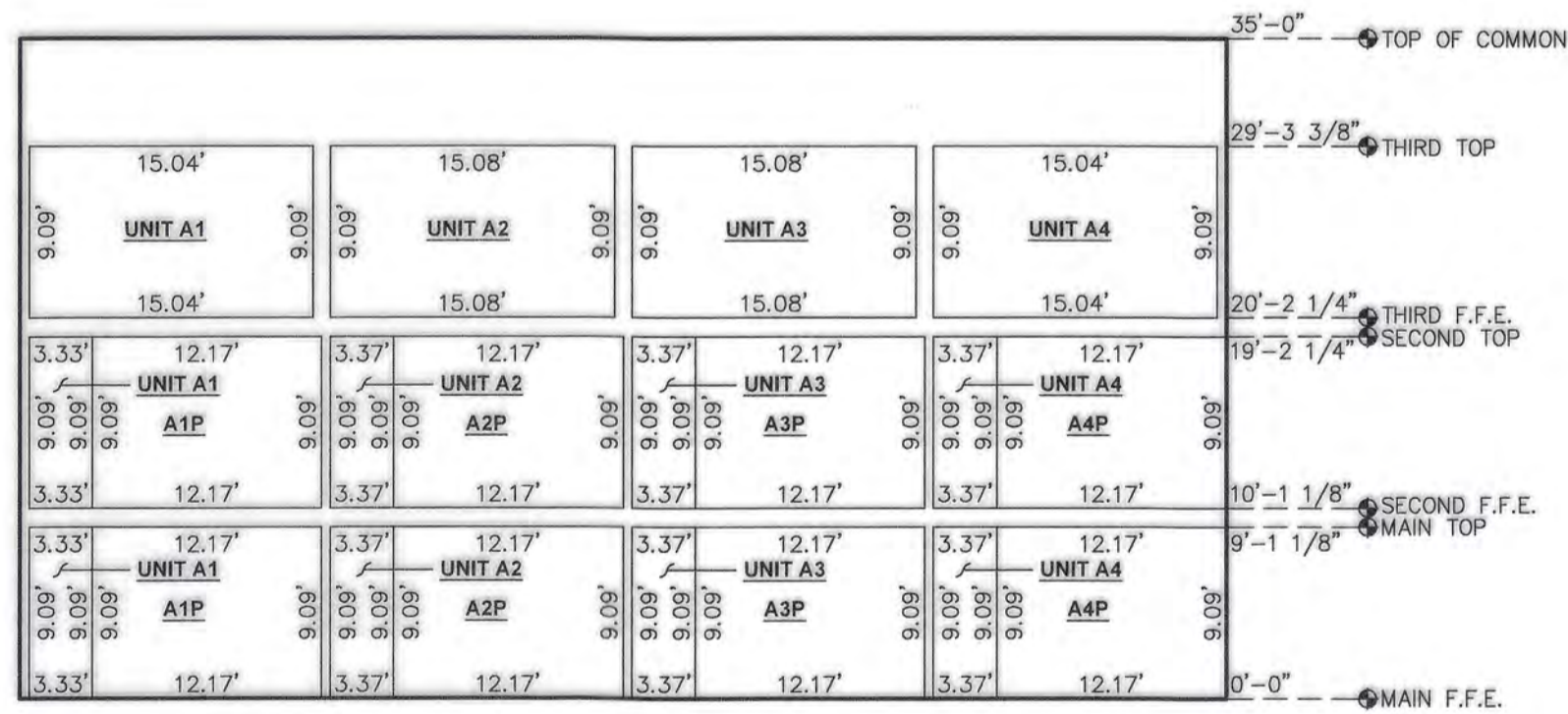
LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS



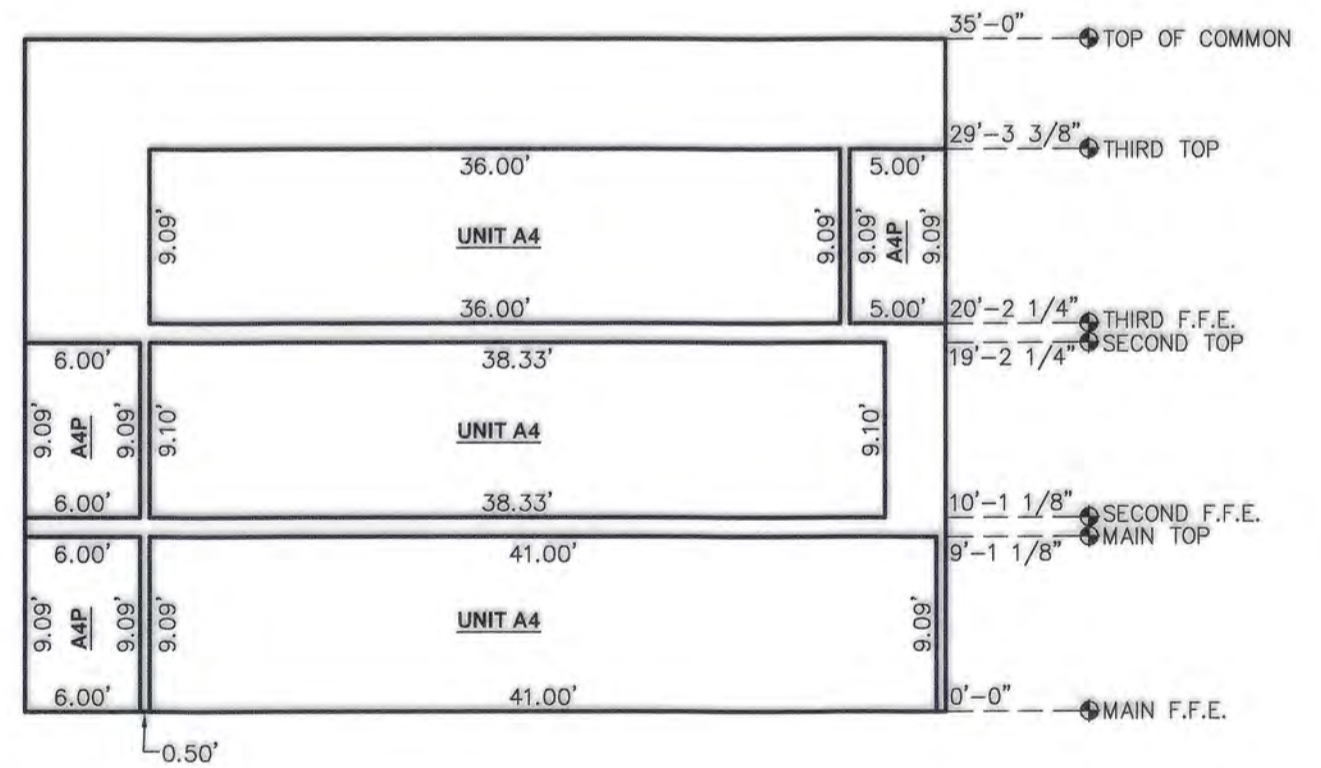
A
BUILDING "A"
SCALE: 1" = 10'



B
BUILDING "A"
SCALE: 1" = 10'



C
BUILDING "A"
SCALE: 1" = 10'



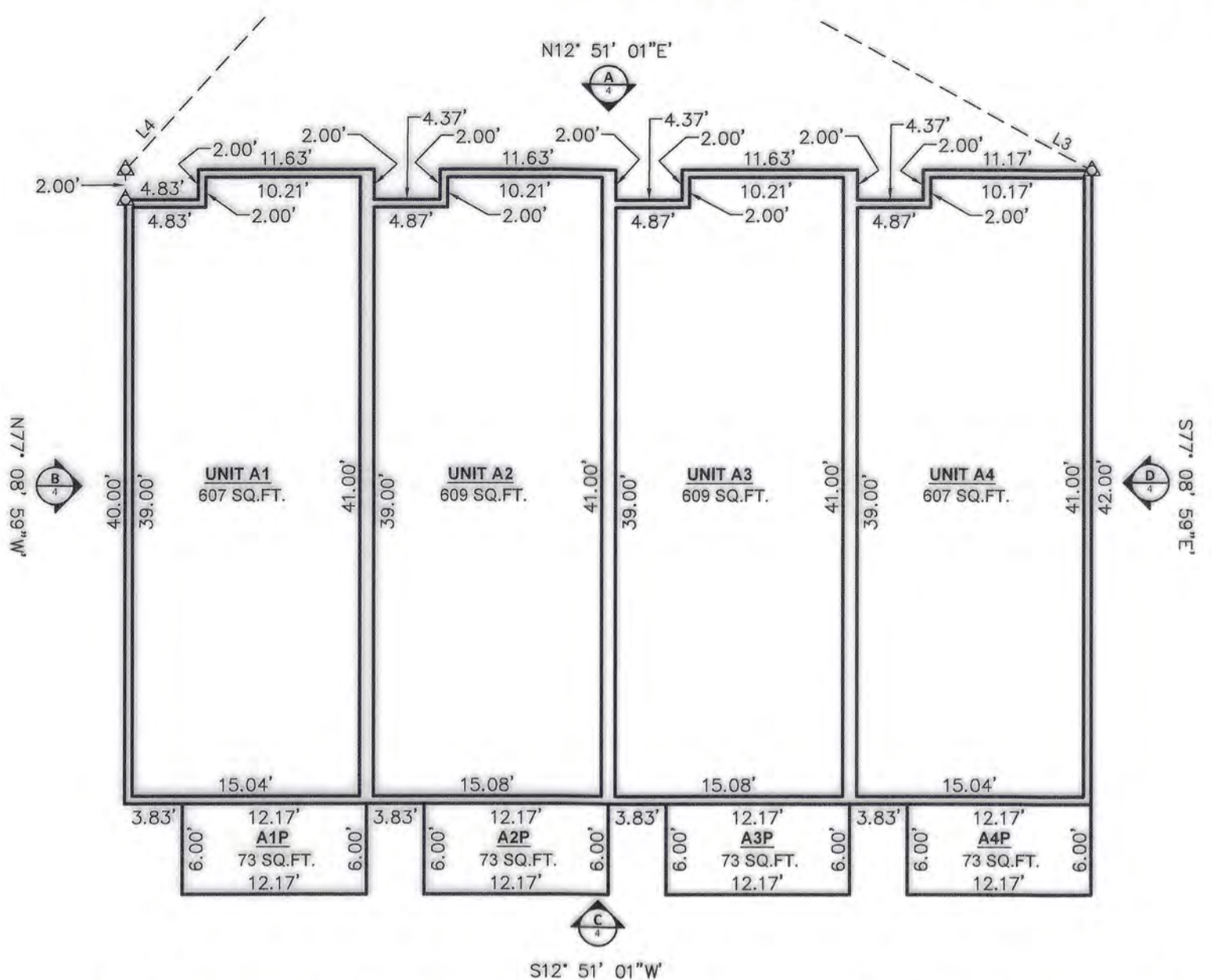
D
BUILDING "A"
SCALE: 1" = 10'



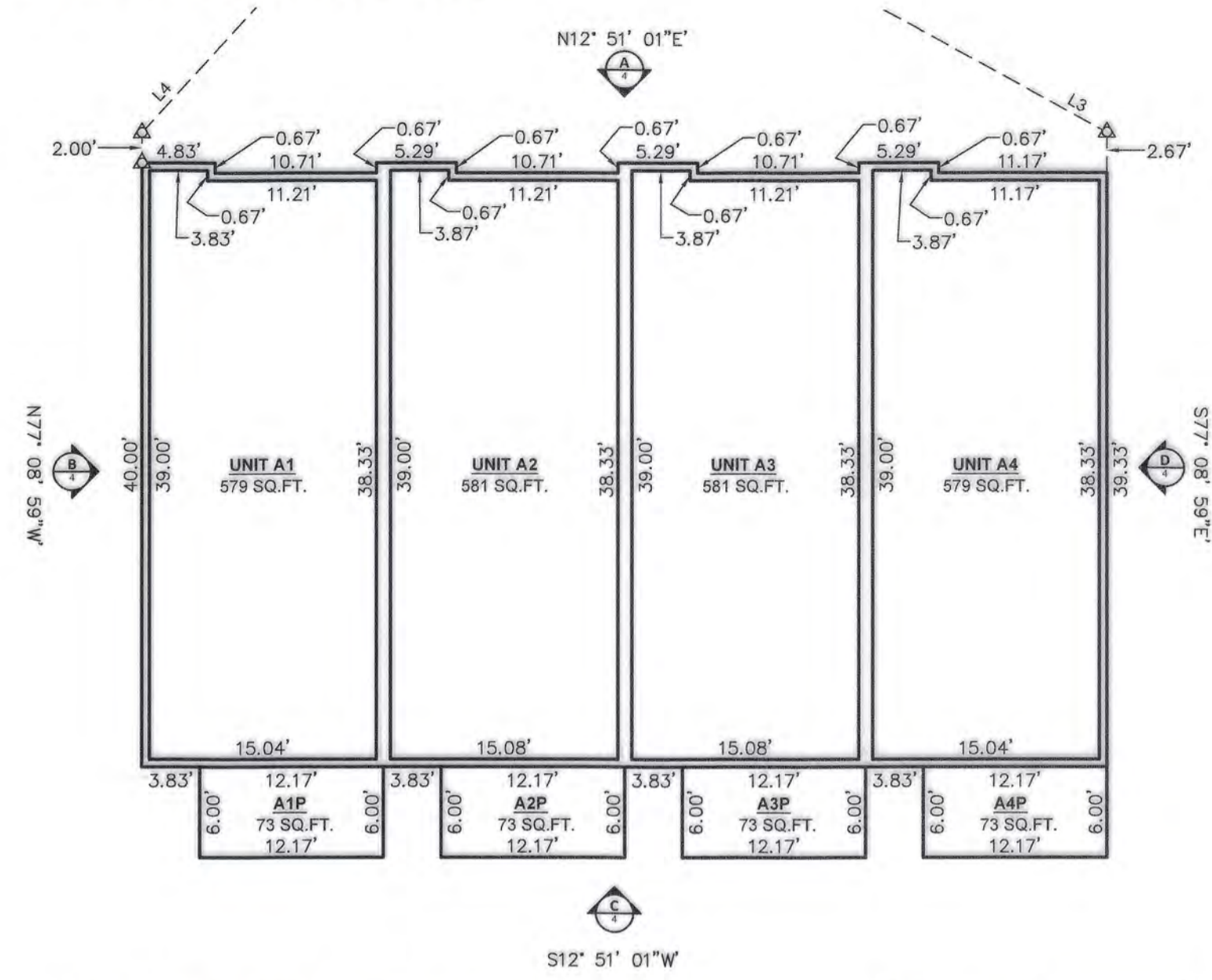
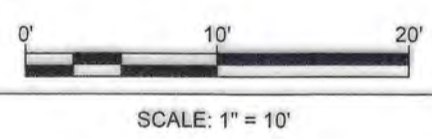
BUILDING "A" ELEVATION VIEW

HMH engineering
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

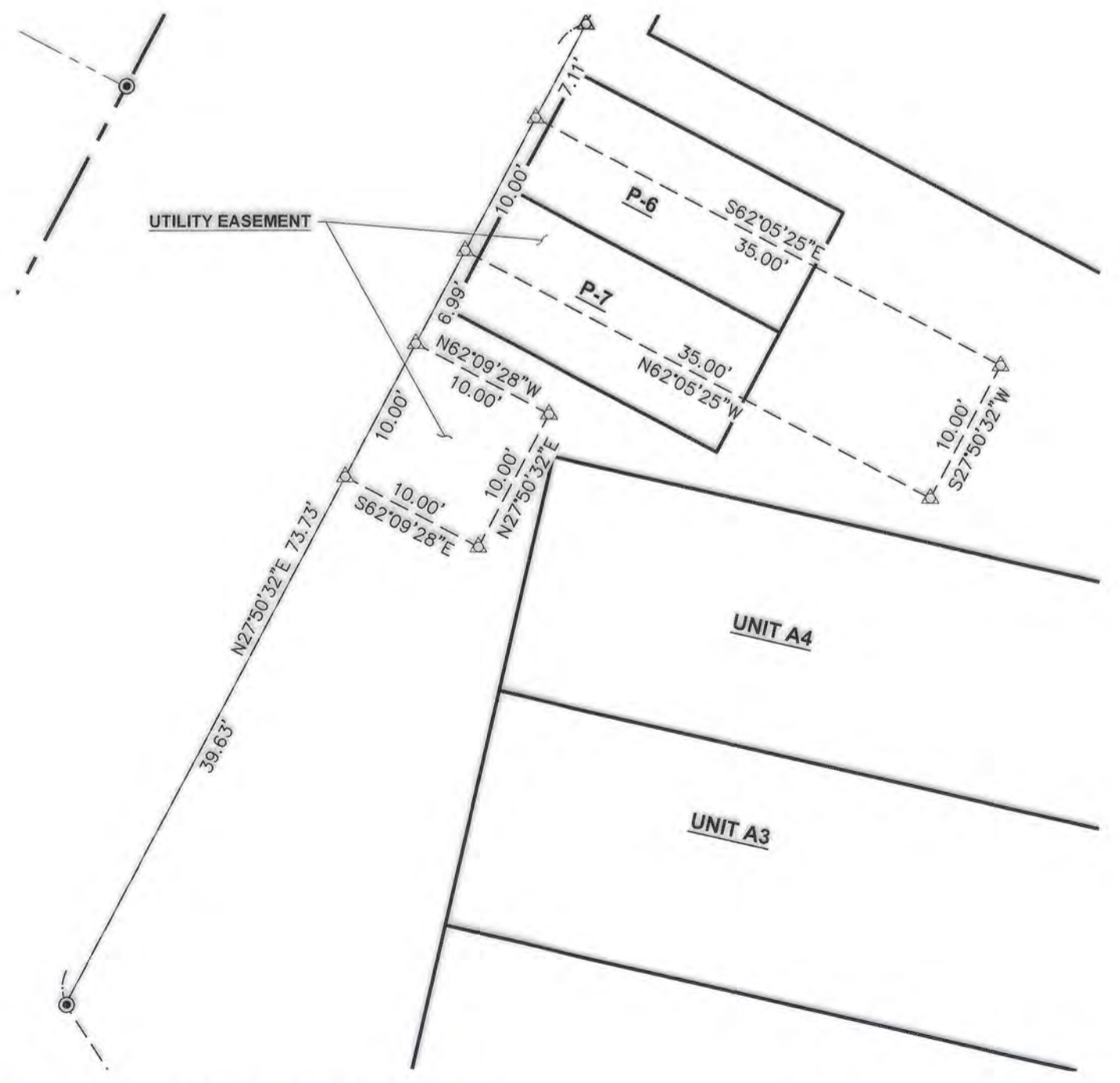
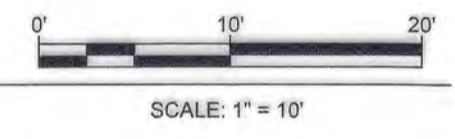
LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS



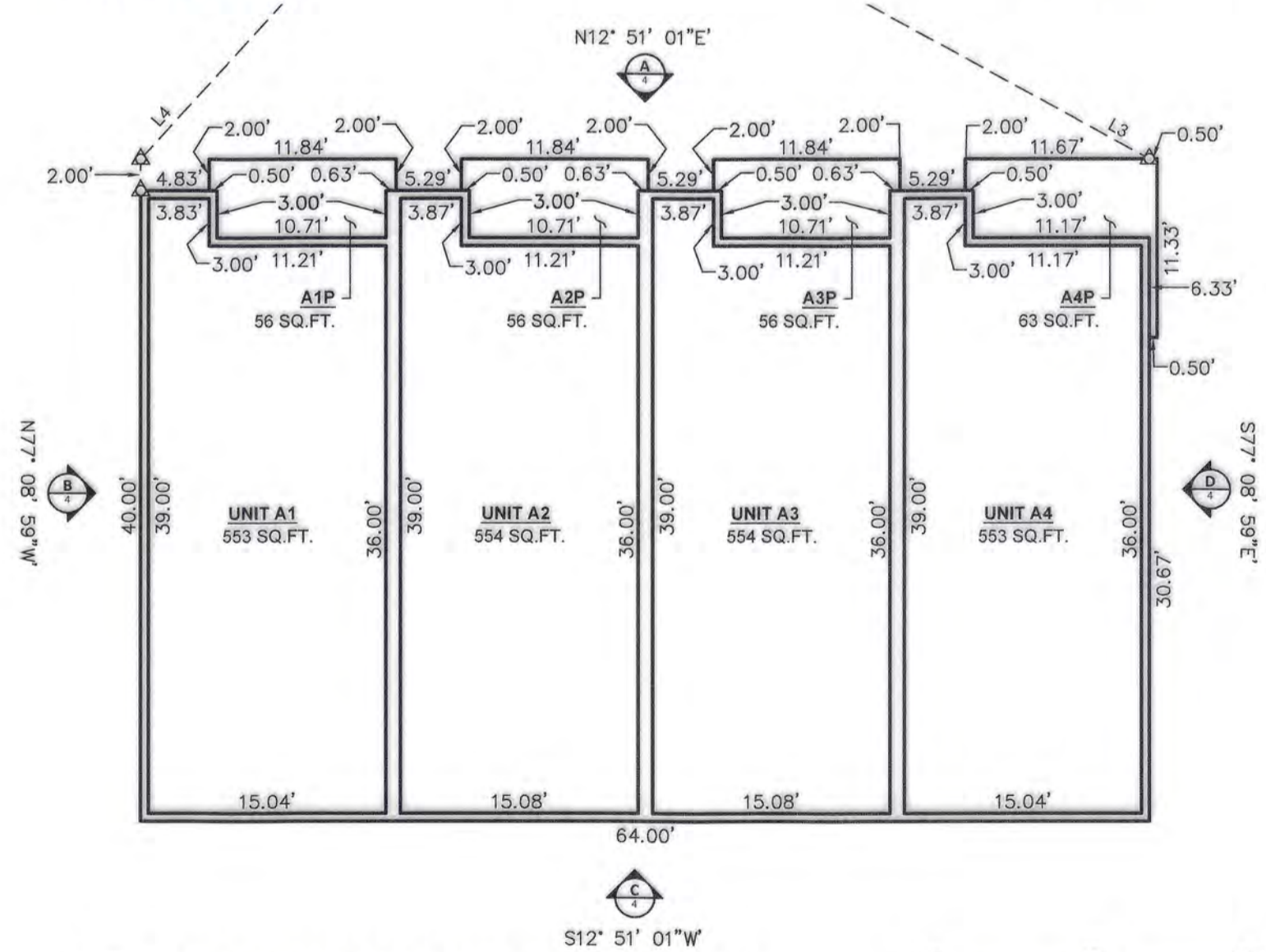
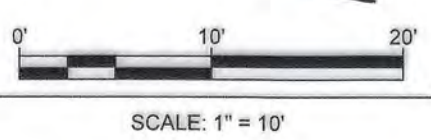
BUILDING "A" : 0' - 9' 1-1/8"
LEVEL 1



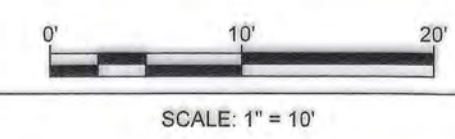
BUILDING "A" : 10' 1-1/8" - 19' 2-1/8"
LEVEL 2



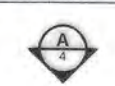
UTILITY EASEMENT DETAIL



BUILDING "A" : 20' 2-1/4" - 29' 3-3/8"
LEVEL 3



LEGEND:



ELEVATION DETAIL VIEW "A" ON SHEET "4"
LOOKING IN THE DIRECTION INDICATED BY THE ARROW



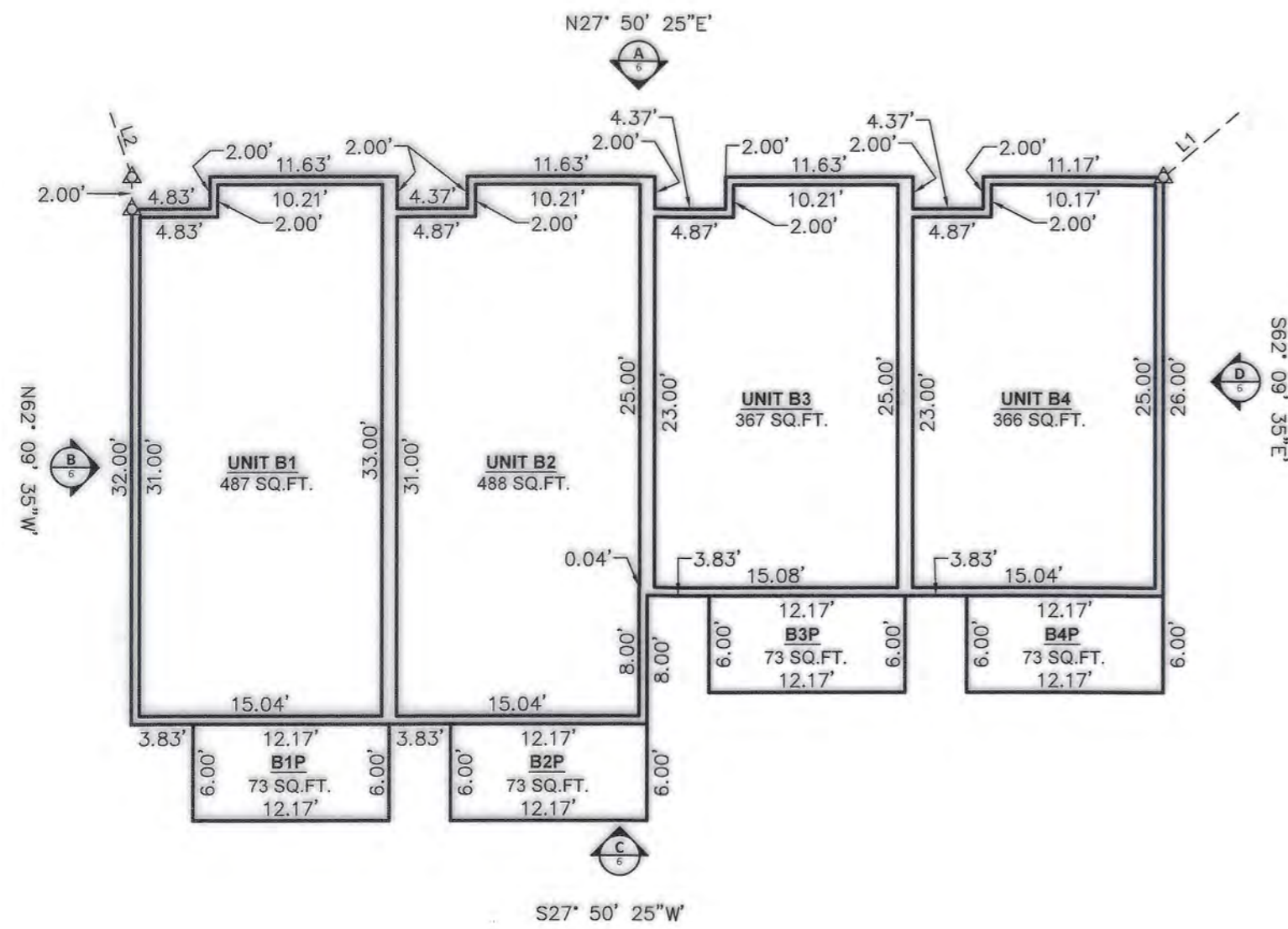
PN:S23132

PAGE 3 OF 6

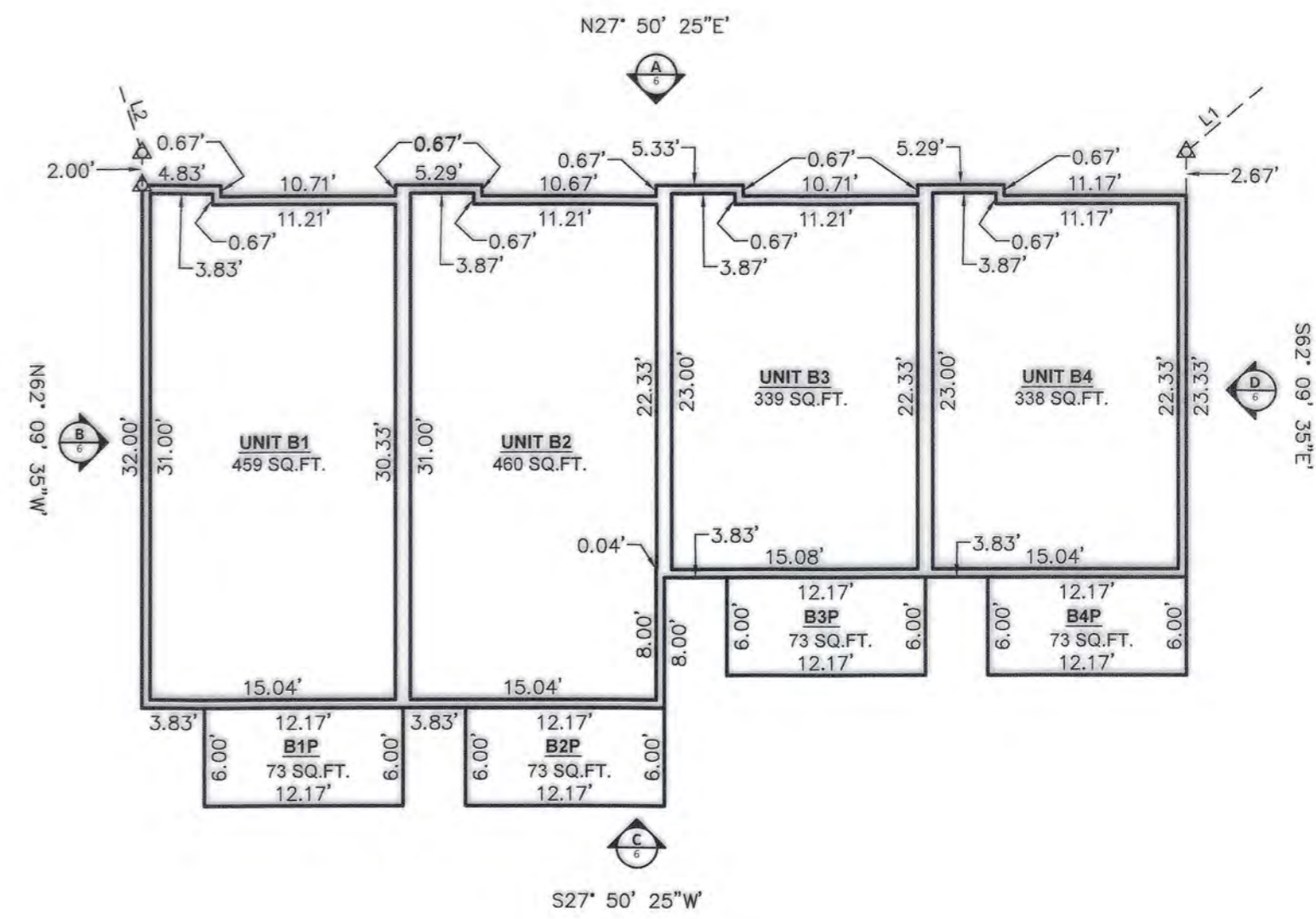
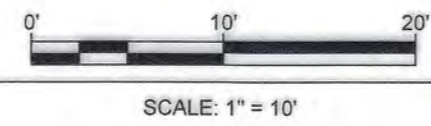
BUILDING "A" PLAN VIEW

HMH engineering
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

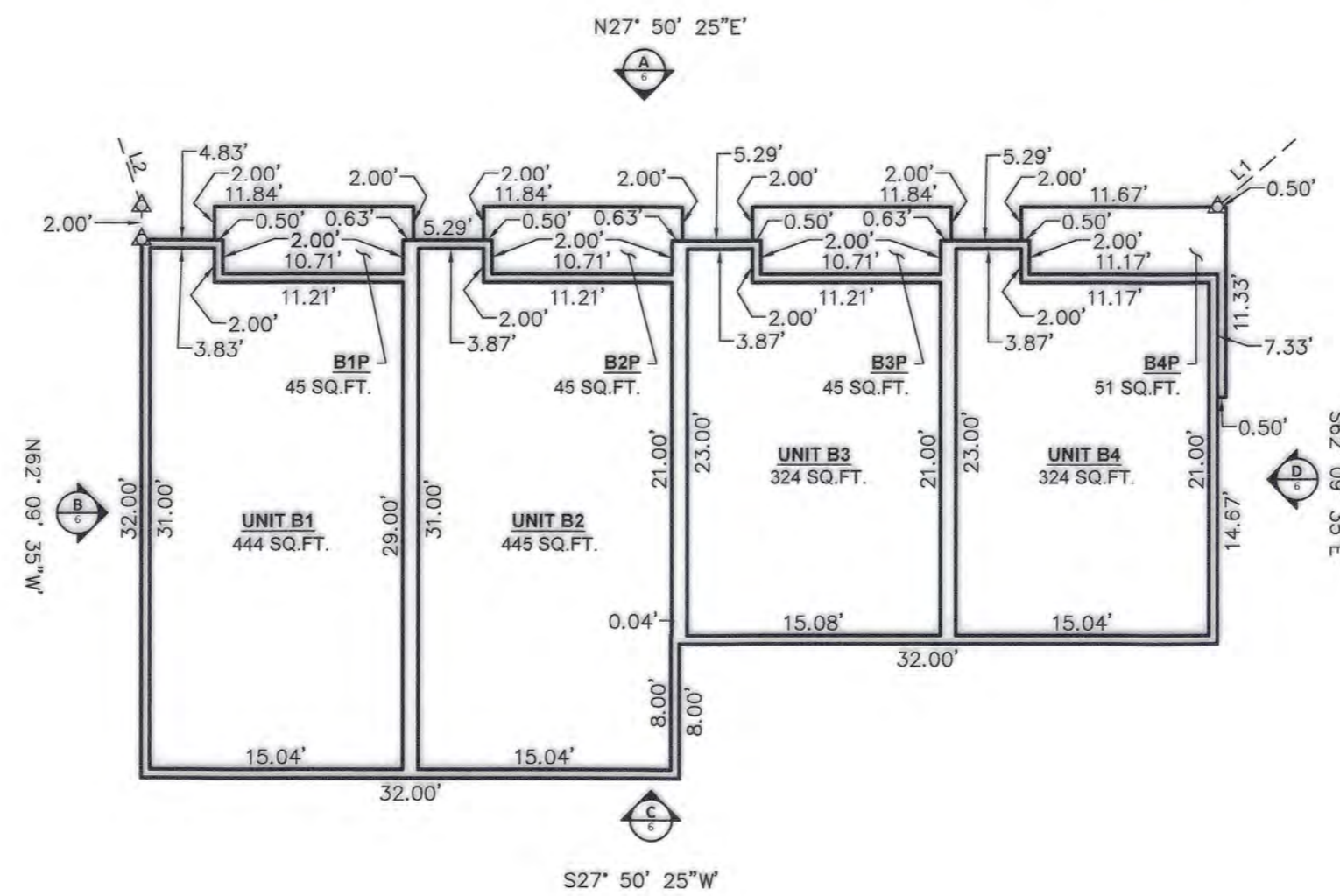
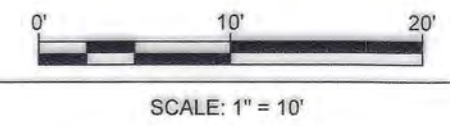
LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS



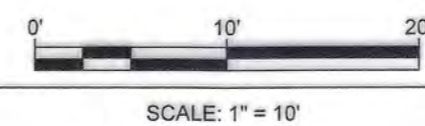
BUILDING "B" : 0' - 9' 1-1/8"
LEVEL 1



BUILDING "B" : 10' 1-1/8" - 19' 2-1/8"
LEVEL 2



BUILDING "B" : 20' 2-1/4" - 29' 3-3/8"
LEVEL 3



LEGEND:



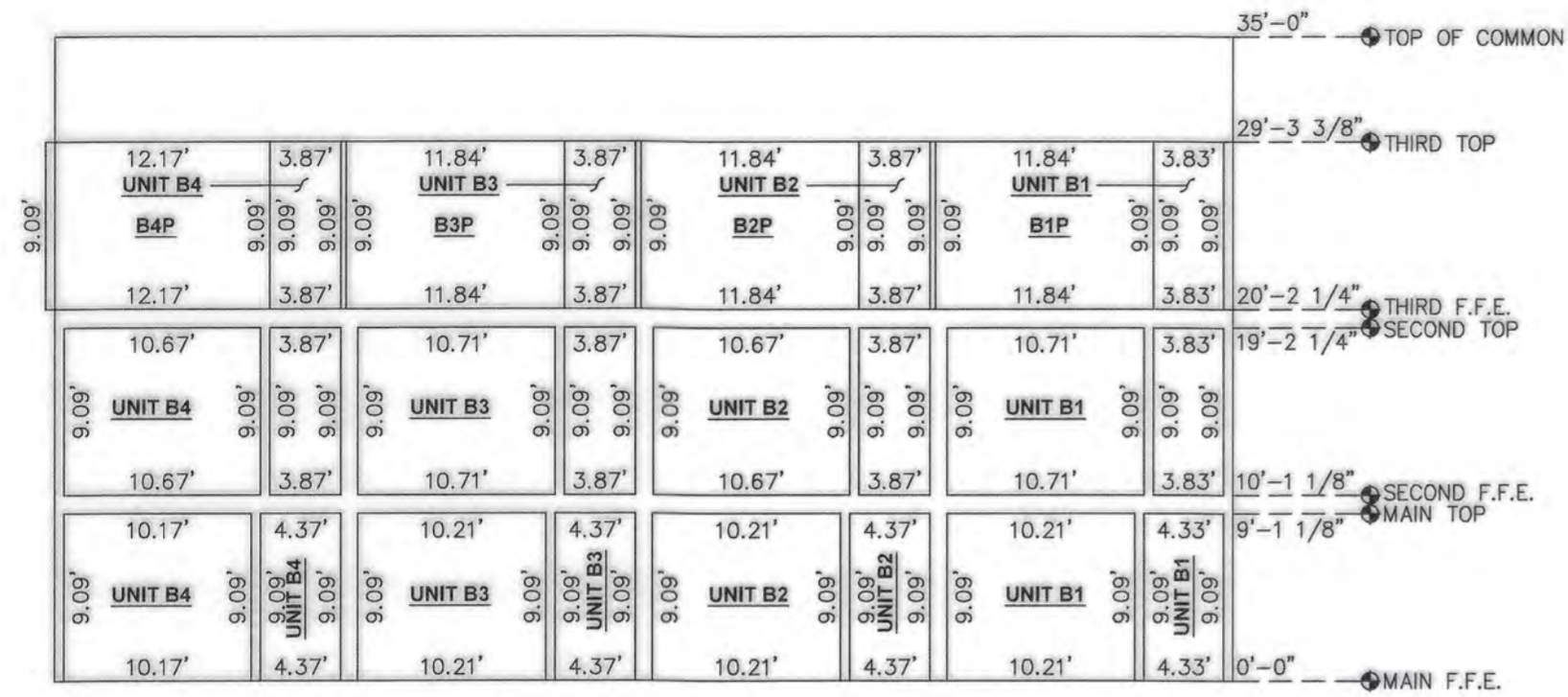
ELEVATION DETAIL VIEW "A" ON SHEET "6"
LOOKING IN THE DIRECTION INDICATED BY THE ARROW



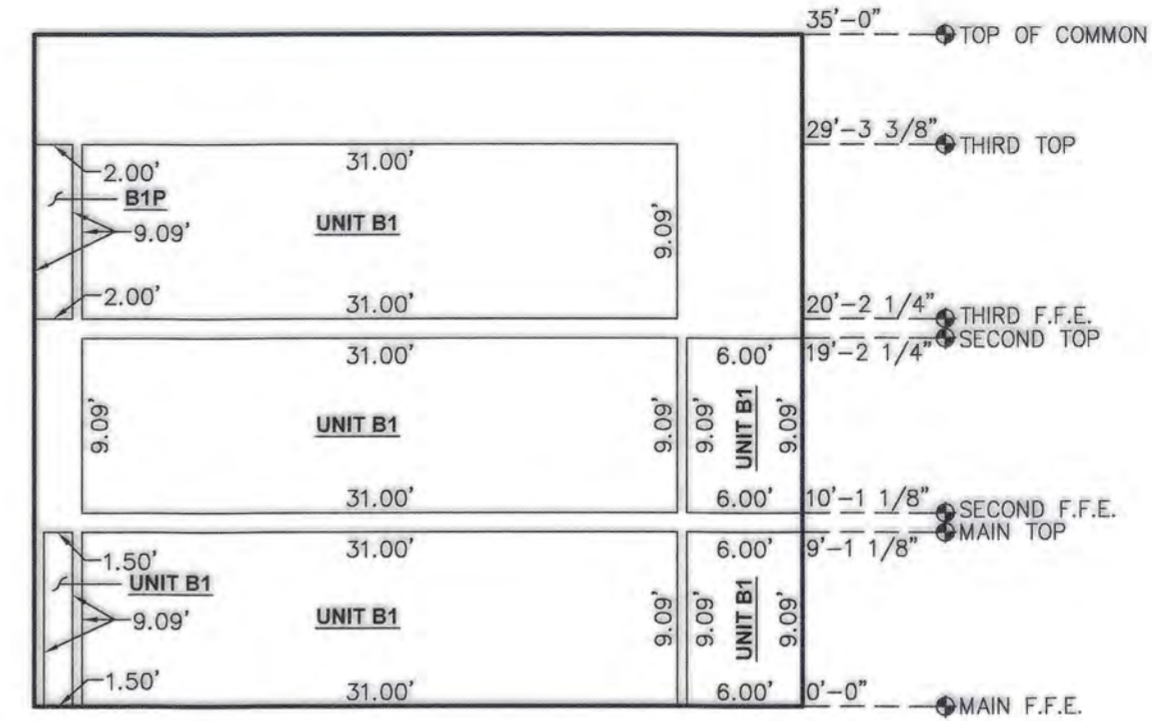
BUILDING "B" PLAN VIEW

HMH engineering
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

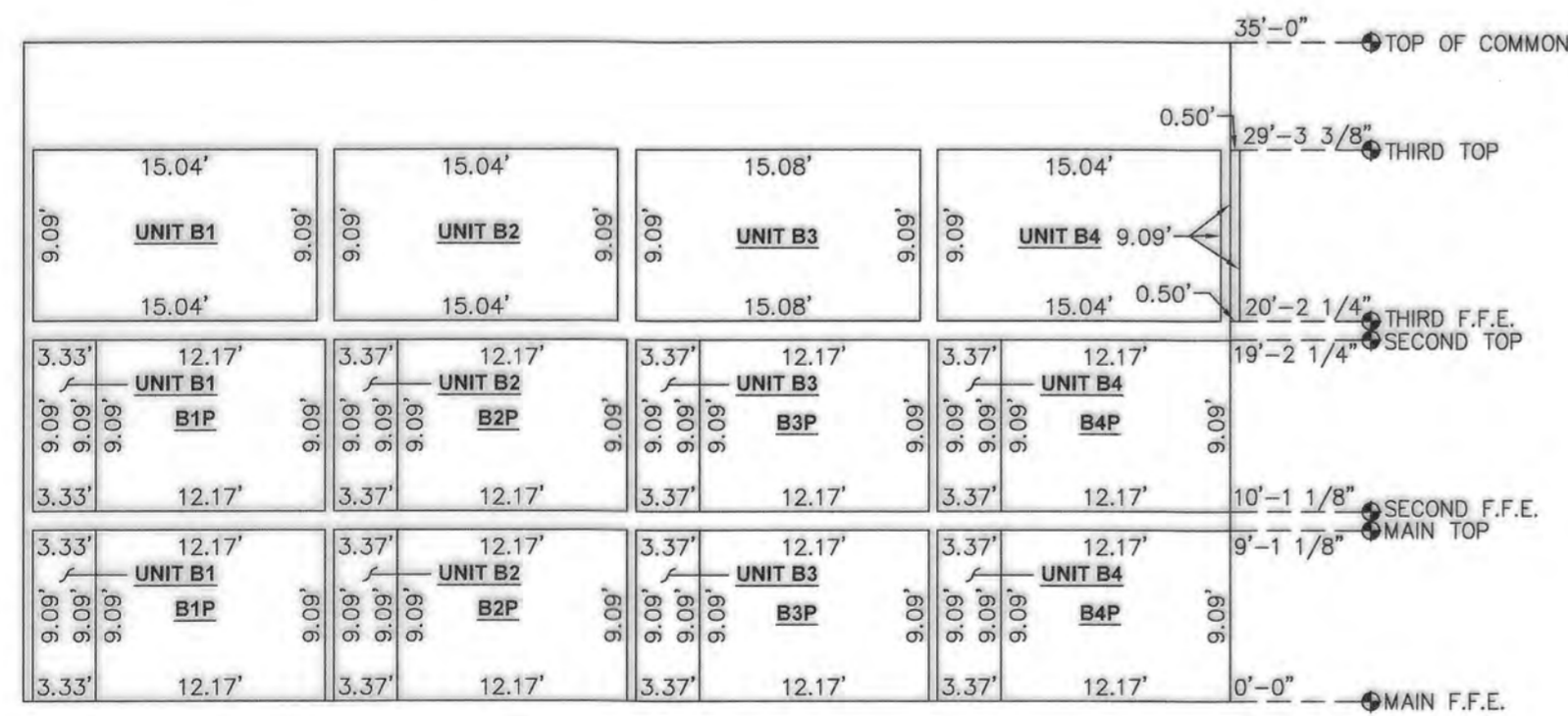
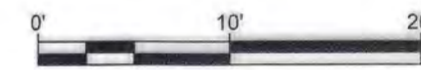
LA VISTA AT ATLAS WATERFRONT CONDOMINIUMS



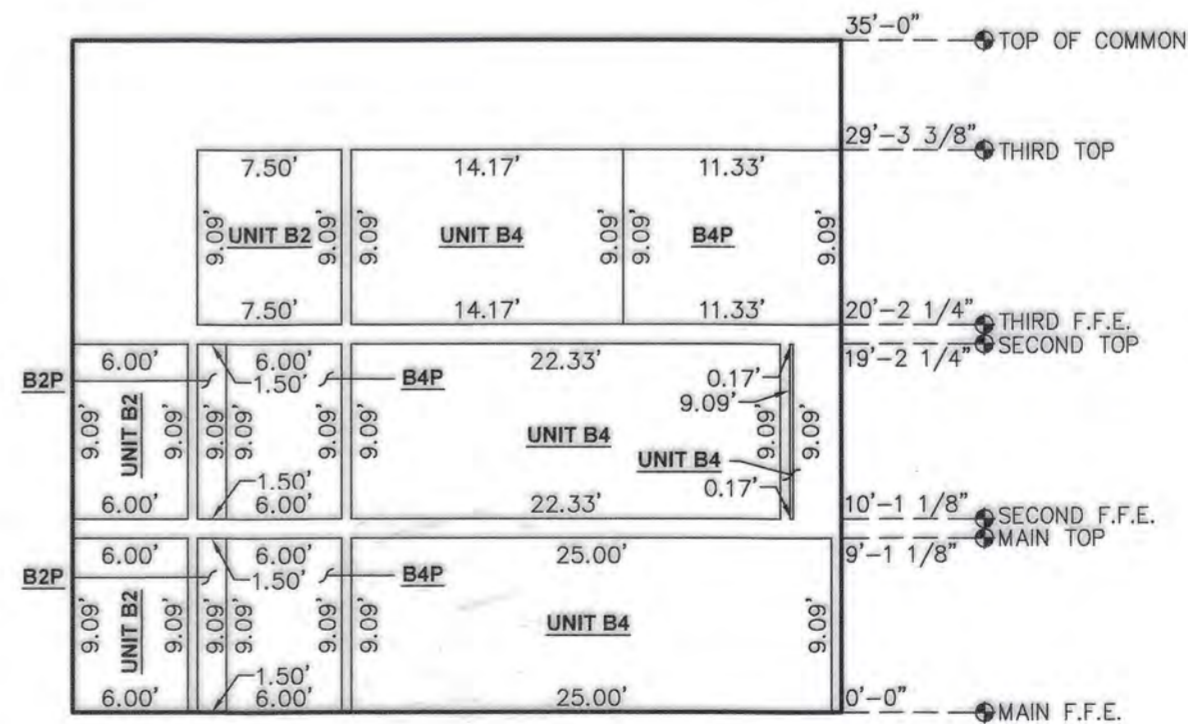
A
BUILDING "B"
SCALE: 1" = 10'



B
BUILDING "B"
SCALE: 1" = 10'



C
BUILDING "B"
SCALE: 1" = 10'



D
BUILDING "B"
SCALE: 1" = 10'



BUILDING "B" ELEVATION VIEW

HMH engineering
3882 North Schreiber Way Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: February 6, 2024

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: APPROVAL OF CHANGE ORDER #2 FOR THE STREETS & ENGINEERING BUILDING REMODEL PROJECT

DECISION POINT: Should Council approve Change Order #2 to the Streets & Engineering Building Remodel Project Contract with Wood Boat Builders, LLC, d/b/a Stancraft Construction Group?

HISTORY: Council approved the Streets & Engineering Building Remodel Project on October 3, 2023. Shortly thereafter, demolition began and the Project has progressed according to schedule. On January 2, 2024, Council approved Change Order #1 in the amount of \$55,005.19 for unexpected additional work that was discovered after demolition began on the project, including replacement of bathroom fixtures, and additional interior work and exterior concrete work in the vestibule area

FINANCIAL ANALYSIS: The total cost of the Change Order #2 is \$32,197.89, with the funds coming from the current Streets & Engineering Building Remodel budget.

PERFORMANCE ANALYSIS: The changes include fire corridor materials and labor, additional electrical devices, and HVAC accessories, none of which were anticipated at the time of bidding, but, because of the age of the building, are necessary to complete the project in compliance with applicable codes. These changes also will result in an increase in the Contract time of one (1) day, with substantial completion expected by May 9, 2024.

RECOMMENDATION: Council should approve Change Order #2 in the amount of \$32,197.89 to the contract with Wood Boat Builders LLC, d/b/a Stancraft Construction Group.

RESOLUTION NO. 24-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING CHANGE ORDER #2 TO THE CONTRACT WITH WOOD BOAT BUILDERS, LLC, D/B/A STANCRAFT CONSTRUCTION GROUP, FOR THE STREETS AND ENGINEERING BUILDING RENOVATION PROJECT IN THE AMOUNT OF \$32,197.89.

WHEREAS, pursuant to Resolution No. 23-074, adopted the 3rd day of October, 2023, the City of Coeur d'Alene entered into a contract with StanCraft Construction Group, for the Streets & Engineering Building Renovation Project; and

WHEREAS, pursuant to Resolution No. 24-002, adopted the 2nd day of January, 2024, the City of Coeur d'Alene approved Change Order #1 to the contract with Wood Boat Builders, LLC, d/b/a StanCraft Construction Group, for the Streets & Engineering Building Remodel Project; and

WHEREAS, the Streets & Engineering Director is requesting approval of Change Order #2 to the Contract with Wood Boat Builders, LLC, d/b/a StanCraft Construction Group, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, to provide for unforeseen work including fire corridor requirements, additional electrical devices, and HVAC requirements; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Change Order #2 be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Change Order #2 to the Contract with Wood Boat Builders, LLC, d/b/a StanCraft Construction Group, pursuant to the Change Order #2 attached hereto as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute Change Order #2 on behalf of the City.

DATED this 6th day of February, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS	Voted	Aye
COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER GOOKIN	Voted	Aye
COUNCIL MEMBER EVANS	Voted	Aye
COUNCIL MEMBER ENGLISH	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye

Motion carried.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Coeur d'Alene, Idaho Streets & Engineering Building Remodel Coeur d'Alene, ID	CONTRACT INFORMATION: Contract For: General Construction Date: October 3, 2023	CHANGE ORDER INFORMATION: Change Order Number: 2 Date: January 24, 2024
OWNER: <i>(Name and address)</i> City of Coeur d'Alene, Idaho 710 E. Mullan Avenue Coeur d'Alene, ID 83814	ARCHITECT: <i>(Name and address)</i> Design West Architects 905 W. Riverside Ave., Suite 605 Spokane, WA 99201	CONTRACTOR: <i>(Name and address)</i> Wood Boat Builders LLC dba Stancraft Construction Group 2936 W. Dakota Avenue Hayden, ID 83835

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

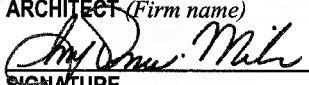
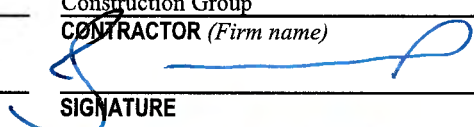
COP #5 - Fire Rated Ceiling & Electrical Upgrades	\$32,197.89
Total Change Order 002:	\$32,197.89

The original Contract Sum was	\$	<u>1,036,987.00</u>
The net change by previously authorized Change Orders	\$	<u>55,005.19</u>
The Contract Sum prior to this Change Order was	\$	<u>1,091,992.19</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>32,197.89</u>
The new Contract Sum including this Change Order will be	\$	<u>1,124,190.08</u>

The Contract Time will be increased by one (1) days.
The new date of Substantial Completion will be May 9, 2024.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design West Architects	Wood Boat Builders LLC dba Stancraft Construction Group	City of Coeur d'Alene, Idaho
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Amy Browne-Minden, AIA Principal	Josh Horvath, President	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
January 24, 2024	1.24.24	
DATE	DATE	DATE

CHANGE ORDER

NUMBER 05

PROJECT: CDA S&E Maintenance Building Remodel

OWNER: City of Coeur d'Alene

EFFECTIVE DATE: 1-18-24

CONTRACTOR: Stancraft Construction Group

You are directed to make the following changes in the Contract Documents

Description: Fire Corridor & Misc.

Total Cost of Change Order: \$32,197.89

Increase/Decrease

CHANGE IN CONTRACT AMOUNT:

Original Amount	\$ <u>1,036,987.00</u>
Net Changes From Previous Change Orders	\$ <u>55,005.19</u>
Prior Contract Price	\$ <u>1,091,992.19</u>
Net Increase/Decrease	\$ <u>32,197.89</u>
Revised Contract Amt.	\$ <u>1,124,190.08</u>

CHANGE IN CONTRACT TIMES:

Original Contract Days
Original Completion Date
Net Changes from Previous Change Order Days
Contract Days Prior to This Change Order
Net Increase/Decrease of This Change Order
Revised Contract Days
Revised Completion Date

**PREPARED:
ACCEPTED:**

APPROVED:

By _____

Title _____

Date _____

By _____

Owner _____

Date _____

By _____

Contractor _____

Date _____

CHANGE ORDER PROPOSAL

COP #: 005
 REV #:
 FROM: StanCraft Construction Group
 JOB #: 23-121
 TO: Amy Minden-Brown
 ATTN: Todd Fusier
 PROJECT: CDA S&E
 TITLE: Fire Corridor & Misc.
 DATE: 1/18/2024
 DESCRIPTION: Fire Corridor & Misc.



COST CODE	ITEM	DESCRIPTION	QTY	UNIT	UNIT RATES			SUBTOTAL			TOTAL
					DIRECT LABOR	DIRECT MATERIAL	SUB	DIRECT LABOR	DIRECT MATERIAL	SUB	
09-112	1	Fire Rated ACT And Grid						-	1,852.00	-	1,852.00
23-111	2	HVAC Fire Dampeners						2,316.00	1,791.00	-	4,107.00
07-800	3	Fire & Smoke Protection Material						450.00	2,445.00	-	2,895.00
07-801	4	Fire & Smoke Protection Labor						4,105.00	-	-	4,105.00
23-111	5	Replace HVAC Grills						3,560.00	1,903.00	-	5,463.00
09-113	6	Resilient Base Restock Fee							370.00	-	370.00
26-111	7	Update Electrical Devices						784.00	230.00	-	1,014.00
05-401	8	Added Framing Due to Cross Brace						-	1,850.00	-	1,850.00
08-101	9	Demo, modify & install 2 Door Jambs						3,300.00	-	-	3,300.00
09-114	10	Paint 2 Door Jambs						-	150.00	-	150.00
03-211	11	Mop Sink Curb						1,050.00	450.00	-	1,500.00
01-005	12	Added Management						1,100.00	-	-	1,100.00
09-114	13	Intumecent Paint under Stairs						-	1,275.00	-	1,275.00
		Subtotal						14,515.00	10,591.00	-	28,981.00
01-110		G.C. Overhead & Profit									\$ 2,898.10
		Subtotal									\$ 31,879.10
01-112		Liability Insurance								1.00%	\$ 318.79
											\$ -
		TOTAL									\$ 32,197.89

REQUESTED ADDITIONAL TIME FOR COMPLETION OF THIS WORK: 0 Calendar days
 1 Work Days

Prior Contract Sum \$1,091,992.19
 Contract Sum Change Order \$ 32,197.89
 New Contract Sum Including Change Order \$1,124,190.08

This change order proposal only includes the direct cost of performing the changed scope. It excludes any cost or time for impacts, inefficiencies or delays including but not limited to costs for extended general requirements and supervision and the rights to such are expressly reserved.

StanCraft Construction Group (SCCG) does not provide professional design services, and nothing herein shall be construed as professional advice or design services. Owner is solely responsible for ensuring that the changes herein are reviewed and approved by a design professional and agrees that SCCG shall have no liability whatsoever for claims arising out of or related to design and professional services.

Reviewed By:	Signature	Date	Owner's Directive:
StanCraft Construction Group	_____		<input type="checkbox"/> Proceed with this change.
Client	_____		<input type="checkbox"/> Revise and Resubmit.
			<input type="checkbox"/> Do not proceed with this change.



All Wall Contracting, Inc.
 723 South Lochsa Street
 Post Falls ID 83854
 208.773.4650

Change Proposal

Proposal #:5

Date: 01/12/2024

License:

To: Stancraft Construction Group
 2936 W Dakota Ave
 Hayden ID 83835

Project: 23102
 CDA Streets & Engineering Dept.
 3800 N. Ramsey
 Coeur d'Alene ID 83815

Proposed By: 2771 Caleb Bradbury

Customer Proposal:

Description of Work	Amount
Added hallway This includes frame, hang, sound batts, tape and paint.	1,850.00
2 Added door frames - Painting only	150.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Proposed Change

2,000.00

Contractor: _____
 Subcontractor: _____

Date: _____
 Date: _____

Spokane Acoustics, Inc.

P.O. Box 15331
Spokane Valley, WA 99215
(509) 927-8150 Fax: (509) 927-0422
Idaho License #: RCE-7736
Public Works License: PWC-C-12420-C-4

Date: December 20, 2023
Company Name: Stancraft CG
Attention: Roy Aeschliman
From: Jon Gotfredson

PROJECT: City of CDA Streets & Engineering Dept.
Building Renovation- **Fire Rated ACT & Grid @ 2nd Floor Corridor**

Spokane Acoustics, Inc. hereby submits our bid as follows:

Furnish and install Armstrong Fine Fissured Second Look II Fireguard ceiling tile and Prelude Fireguard 15/16" suspended ceiling grid. Approximately 690 SF.

Labor.....\$1,421.00
Material.....\$125.00
Total.....\$1,546.00
+ \$306 for 3 extra
boxes of fire rated
tiles. \$1,852 total

This bid is good for 30 days, thereafter it is subject to change.

EXCLUDES THE FOLLOWING:

- 1.) *Additional cost to provide a CG2010, CG2011 primary and noncontributory additional insured insurance endorsement rider.*
- 2.) *Cost to repair our product damaged by others.*
- 3.) *Additional cost to provide "Completed Operations insurance coverage for additional Insureds"*
- 4.) *Swag wires for lights and HVAC.*

Thank you for your time and consideration. We look forward to working with your company on this project. If you have any questions regarding this proposal please call me at (509) 927-8150.



All Wall Contracting, Inc.
 723 South Lochsa Street
 Post Falls ID 83854
 208.773.4650

Change Proposal

Proposal #:6

Date: 01/18/2024

License:

To: Stancraft Construction Group
 2936 W Dakota Ave
 Hayden ID 83835

Project: 23102
 CDA Streets & Engineering Dept.
 3800 N. Ramsey
 Coeur d'Alene ID 83815

Proposed By: 2771 Caleb Bradbury

Customer Proposal:

Description of Work	Amount
Apply intumescent coating at underside of stairs	1,275.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Proposed Change

1,275.00

Contractor: _____

Date: _____

Subcontractor: _____

Date: _____



METALCRAFT MECHANICAL LLC

Idaho Contractors Registration: RCE-25076

DATE: December 22, 2023

TO: StanCraft Construction Group
ATTN: Cory Johnson

PROJECT: CDA S&E Building Renovation

SUBJECT: **REVISE GRILLES & FIRE DAMPERS IN 2ND FLOOR CORRIDOR**

The following are our material and labor costs to revise the grilles and fire dampers in the 2nd floor corridor (2–8x8 supply & 2–10x8 return):

Material:

° (4) Grilles (surface-mount)	\$ 340.00
° (4) Fire dampers	\$ 600.00
° (5) Concealed regulators	\$ 350.00
° Sheetmetal materials	\$ 300.00
° HVAC materials	\$ 100.00

Material Total \$ 1,690.00

6% Sales Tax \$ 101.00

Shop Fabrication Labor:

16 hours @ \$89.00/hr \$ 1,424.00

Field Installation Labor:

4 hours @ \$89.00/hr \$ 356.00

<u>Subtotal</u>	<u>\$ 3,571.00</u>
<u>15% O&P</u>	<u>\$ 536.00</u>
<u>TOTAL COST</u>	<u>\$ 4,107.00</u>

Please don't hesitate to call if you should have any questions.

Sincerely,
Metalcraft Mechanical LLC

Buddy Reagan /sw

Buddy Reagan
Project Manager



METALCRAFT MECHANICAL LLC

Idaho Contractors Registration: RCE-25076

DATE: December 22, 2023
TO: Cory Johnson @ StanCraft Construction Group
PROJECT: CDA S&E Building Renovation
SUBJECT: **RFI-13 HVAC MODIFICATION**

The following are our material and labor costs associated with the HVAC changes per RFI-13 (and the owner's request), specifically to remove and reinstall new grilles in various locations. *(Met with Cory onsite to confirm all locations.)*

- ▶ Locker Rooms 115, 116, 116A – Remove existing hard duct connections and revise with new ductwork and grilles to accommodate new T-Bar ceiling.
- ▶ Rooms 202, 203 – Replace (2) 10x6 return grilles
- ▶ Room 204 – Replace (1) 8" linear to a T-Bar style supply & replace (1) 10x6 return grille
- ▶ Restroom 207 – Replace (1) grille to 6"Ø lay-in T-Bar grille
- ▶ Corridor 201A – Replace (1) grille to 10"Ø lay-in T-Bar grille
- ▶ Room 211 & 213 – Replace (4) grilles to 24x24 lay-in T-Bar grilles

Material:

° (13) Grilles	\$ 845.00
° HVAC sheetmetal materials	\$ 750.00
° HVAC materials	\$ 200.00

Material Total \$ 1,795.00

6% Sales Tax \$ 108.00

Shop Fabrication Labor:

8 hours @ \$89.00/hr \$ 712.00

Field Installation Labor:

24 hours @ \$89.00/hr \$ 2,136.00

<u>Subtotal</u>	\$ 4,751.00
<u>15% O&P</u>	\$ 712.00
<u>TOTAL COST</u>	<u>\$ 5,463.00</u>

Please don't hesitate to call if you should have any questions.

Sincerely,
Metalcraft Mechanical LLC

Buddy Reagan /sw

Buddy Reagan
Project Manager

1330 Tapteal Drive * Richland WA 99352 ~ NEW Showroom
223 N Benton Street, WA 99336 ~ Warehouse
Andrea Numerick ~ Direct Line: 509-508-5673 Cell 615-971-7372
EMAIL ADDRESS: andrea@floorandhome.net
WALLA WALLA CARPET ONE LLC. WA LIC# WALLAWC785BC ~ OR LIC# 244295

Change Order Authorization Form

Date: 01/05/2024

Customer: CDA STREETS DEPT ~ STANCRAFT

CG #: TC000881

Address: 3800 N Ramsey Rd, Coeur d'Alene, ID 83815

Description of change:

Change base color in rooms 104A, 104B, 105, 106, 117, 119, 201C, 202, 203, 204, 216, 217, 218 & hall adjacent to restrooms from Tarkett Brown to Roppe 150 Dark Gray.

Change order amount: \$370

(restocking fee to return material already ordered add 1 roll to total qty)

Salesperson signature: *Andrea Numerick*

Customer

Signature

Date



FUSE ELECTRIC LLC

10029 N Navion Drive– Hayden, Idaho 83835
Idaho Electrical Contractor's License #026809
Idaho Public Works License #027171-AAA-4 Expires 7/31/2024
WA Electrical License #FUSEEEL823K3

Electrical Proposal

January 10, 2024

**City of CdA -Streets & Engineering Department Maintenance Building Renovation
StanCraft Construction Group
Roy Aeschlimann
Coeur d' Alene, Id.**

Scope:

Replace the following existing switches, outlets and plates to white 20 amp commercial grade.

Receptacles
Duplex single 27 of them
Quads 3 of them
Switching
2 singles
9 3ways
2 4ways
Switch plates
4 doubles
4 singles

Materials - \$230.00

Labor - \$784.00

Total Materials and Labor - \$1,015.00

Not Included:
GFI Outlets (Didn't see any existing)

**Thank you for your consideration,
Charlie Vignale
Charliev@fuseelectriccda.com
208-651-0524**



**FUSE ELECTRIC
LLC**

10029 N Navion Drive– Hayden, Idaho 83835
Idaho Electrical Contractor's License #026809
Idaho Public Works License #027171-AAA-4 Expires 7/31/2024
WA Electrical License #FUSEEEL823K3

Electrical Proposal

January 10, 2024

**City of CdA -Streets & Engineering Department Maintenance Building Renovation
StanCraft Construction Group
Roy Aeschlimann
Coeur d' Alene, Id.**

Scope:

Provide 9 – 2 x 4 and 3 – 2 x 2 fire tents.

Total Materials Only - \$ 2,445.00

**Not Included
Installation
Any other Fire Stop**

**Thank you for your consideration,
Charlie Vignale
Charliev@fuseelectriccda.com
208-651-0524**

**CITY COUNCIL
STAFF REPORT**

DATE: February 6, 2024
FROM: Glen Poelstra, Water Department Assistant Director
SUBJECT: Award of lowest bid and approval of purchase of Meter Boxes for annual Maintenance and Meter Pit Upgrades.

DECISION POINT: Should Council approve the lowest responsive bid of, and approve the purchase of Armorcast meter boxes from, Consolidated Supply Co. in the amount of \$85,311.58 for the Water Department's Annual Maintenance and Meter Pit Upgrades?

HISTORY: On an annual basis, approximately 200 - 300 meter pit settings are required to be updated throughout the City's water system. Updates include basement meter pit upgrades, water service leaks, Yardley service upgrades, and meter pit upgrades in general. These upgrades are vital to keep ageing infrastructure up-to-date and operational. These meter boxes were introduced into City specifications approximately 20 years ago and have played a pivotal role in keeping meters and associated components protected from the elements. These meter boxes are one component of the service replacement and purchasing in bulk quantity yields the best price.

FINANCIAL ANALYSIS: Three quotes were solicited by staff for the Armorcast-brand composite meter boxes in a quantity to meet the expected annual service replacements. The quotes received were from Consolidated Supply Co. at \$85,311.58, H.D. Fowler at \$85,485.10, and Ferguson Waterworks at \$89,814.37. Funding for the service line replacements is included in the FY 23-24 budget line item which also includes water main replacements in the amount of \$775,000.00. Other anticipated materials and projects are included in this line item.

PERFORMANCE ANALYSIS: The Water Department originally used concrete meter boxes which are extremely heavy and fragile. Staff experimented with other types of meter boxes and ultimately chose the Armorcast composite meter boxes as they were very similar in size to the existing boxes but much lighter and much more durable due to the composite construction of the box. The boxes and lids come in 15,000 and 20,000 pound load capacity so they can withstand being driven on where the concrete boxes would easily be crushed. Past practice has been to purchase a small truck load at a time, but due to supply chain issues for the past couple of years, staff recommends purchasing a large quantity to ensure they are readily available for future projects.

DECISION POINT/RECOMMENDATION: Council should approve the lowest responsive bid of, and approve the purchase of Armorcast meter boxes from, Consolidated Supply Co. in the amount of \$85,311.58 for Annual Maintenance and Meter Pit Upgrades.



Meter Box Purchase

Armorcast composite meter Boxes



Meter Box Durability

CAT 420F Backhoe – 17,615 lbs.



Service Line Replacement



Meter Setters



Meter Box Purchase

DECISION POINT/RECOMMENDATION: City Council should approve the lowest responsive bid and approve purchase of Armorcast meter boxes from Consolidated Supply Co. in the amount of \$85,311.58 for purchase of meter boxes for annual Maintenance and Meter Pit Upgrades.



Meter Box Purchase

Questions?



RESOLUTION NO. 24-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF ARMORCAST METER BOXES FROM CONSOLIDATED SUPPLY COMPANY IN THE AMOUNT OF \$85,311.58 FOR USE IN THE ANNUAL MAINTENANCE AND METER PIT UPGRADES.

WHEREAS, the Water Department Assistant Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the purchase of Armorcast Meter Boxes from the lowest responsive bidder, Consolidated Supply Company, for the amount of Eighty-five Thousand Three Hundred Eleven and 58/100 Dollars (\$85,311.58), for the Water Department for use in the Annual Maintenance and Meter Pit Upgrades, per the attached Exhibit "A" which is incorporated herein by reference; and

WHEREAS, it is in the best interests of the City to purchase the Armorcast Meter Boxes.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Water Department is authorized to enter into an agreement to purchase Armorcast Meter Boxes from Consolidated Supply Company for the amount of Eighty-five Thousand Three Hundred Eleven and 58/100 Dollars (\$85,311.58), for the Water Department for use in the Annual Maintenance and Meter Pit Upgrades, per the attached Exhibit "A" which is incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provision of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effect said purchase on behalf of the City.

DATED this 6th day of February, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of February, 2024, between the CITY OF COEUR D’ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as “CITY,” and CONSOLIDATED SUPPLY CO., a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its Idaho place of business at 155 East Dalton Ave., Dalton Gardens, Idaho, hereinafter referred to as the “PROVIDER.”

W I T N E S S E T H:

WHEREAS, the PROVIDER has been awarded the contract for the purchase of meter boxes in Coeur d’Alene, Idaho, according to the plans and specifications established by the CITY.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY, the PROVIDER shall provide Armorcast Meter Boxes Quote # S011722113. All goods shall be of the high standard required and approved by the CITY.

The CITY shall pay to the PROVIDER the sum of Eighty-Five Thousand Three Hundred Eleven and 58/100 Dollars (\$85,311.58). A request for a partial payment for boxes delivered must be submitted by the 10th of the month for boxes provided in the previous calendar month. Payment shall be made by the end of that calendar month. **CONTRACTOR** must obtain from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79) for each payment.

The PROVIDER shall complete delivery of the boxes within 231 days of the award of the contract.

PROVIDER certifies that it is not currently owned or operated by the government of the People’s Republic of China, and will not for the duration of the contract be owned or operated by the government of the People’s Republic of China.

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

IN WITNESS WHEREOF, the Director of the City of Coeur d’Alene Water Department has executed this Agreement on behalf of said City, and the PROVIDER has caused the same to be signed by an authorized representative, the day and year first above written.

CITY OF COEUR D’ALENE

CONSOLIDATED SUPPLY CO.

By _____
Kyle Marine, Water Dept. Director

By _____
(printed name) _____
(title) _____

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 6, 2024
FROM: TODD FEUSIER – STREETS & ENGINEERING DEPT. DIRECTOR
SUBJECT: STREET CUT POLICY UPDATE

=====

DECISION POINT: Should Council approve the update to the Street Cut Policy?

HISTORY: The current street cut policy, which was approved by City Council in 1998, provides restrictions on cutting into streets that had been paved or overlaid within the past five years except in the case of emergency repairs. While this policy has been beneficial to preserving pavement integrity, it does not adequately protect our streets. Since the policy was created, the City has begun chipsealing streets to more cost-effectively preserve them. The original policy makes no mention of chipseals. Additionally, the existing policy does not address multiple cuts in one area, allowing for a patchwork of asphalt patches. The revised policy, modified from Avista Utilities Regional Street Cut Policy, includes requirements for chipsealed streets, multiple street cuts in one area, and placement of pavement cuts to avoid wheelpaths.

FINANCIAL ANALYSIS: Additional costs will be realized by the Water and Wastewater Departments for water and sewer main and service replacements and for developers cutting into our streets, but will extend the life of City streets, thereby saving taxpayer funds.

PERFORMANCE ANALYSIS: Approval of the revised policy will extend the life and quality of City streets.

DECISION POINT/RECOMMENDATION: City Council should approve the update to the Street Cut Policy.

RESOLUTION NO. 24-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A REVISED STREETS & ENGINEERING DEPARTMENT PAVEMENT CUT POLICY TO ESTABLISH A UNIFORM APPROACH TO PAVEMENT CUTS AND REPAIRS APPLICABLE TO UTILITIES AND OTHER CONTRACTORS WORKING IN THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, pursuant to Resolution No. 98-048, adopted the 3rd day of February, 1998, the City of Coeur d'Alene adopted a policy to establish procedures for utility cuts in public streets; and

WHEREAS, while the current policy has been beneficial to preserving pavement integrity, it does not adequately protect the City's streets; and

WHEREAS, the need for revisions in the Policy regarding Pavement Cuts and Repair has been deemed necessary by the Streets & Engineering Department; and

WHEREAS, the Streets and Engineering Director has proposed a revised Policy which includes requirements for chipsealed streets, multiple street cuts in one area, and placement of pavement cuts to avoid wheelpaths; and

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

NOW, THEREFORE,

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

DATED this 6th day of February, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.



DRAFT

CITY OF COEUR D'ALENE PAVEMENT CUT POLICY

PURPOSE:

The purpose of this policy is to establish a uniform approach to pavement cuts and repair applicable to utilities and other contractors working in the public rights-of-way.

POLICIES:

The City has established a tiered system based on the date of construction or reconstruction of pavement and may also apply additional criteria for roadway condition. The policies applicable are as follows:

1. A pavement cut moratorium will be in effect for a period of three years for all new and reconstructed Tier 1 roadways.
2. The policies for Tiers 2-4 roadways is as follows:
 - a. Full Policy: Patches/paving shall extend the full width of an established travel lane. Pavement cuts shall be full depth and extend three feet (3'-0") beyond the nominal trench edge longitudinally and transversely. There shall be no gaps \leq four feet (4'-0") from curb or gutter.
 - b. Modified Policy: Patches paving shall extend beyond the wheel path to the middle of the travel lane. Pavement cuts shall be full depth and extend three feet (3'-0") beyond the nominal trench edge longitudinally and transversely. There shall be no gaps \leq four feet (4'-0") from curb or gutter.
3. Tiers Based on Age of Pavement

Street Classification	Tier 1	Tier 2	Tier 3	Tier 4
	0 – 3 Years	3 – 5 Years	5-12 Years	> 12 years
Principal Arterial	Moratorium Policy	Full Policy	Full Policy	Modified Policy
Minor Arterial	Moratorium Policy	Full Policy	Modified Policy	Modified Policy
Collector	Moratorium Policy	Full Policy	Modified Policy	Modified Policy
Industrial	Moratorium Policy	Modified Policy	Modified Policy	Modified Policy
Local/Residential	Moratorium Policy	Modified policy	Modified Policy	Modified Policy

Notes:

1. It is the discretion of the City Engineer to review the individual road segment ages to determine patch requirements on longitudinal installation over multiple roadway segments with variable ratings. In principle, each road section will be patched according to the tier in which it is ranked.
2. Any deviation from the Tier Policy will require approval in advance by the City Engineer.
3. The City will provide the date of the last major surface rehabilitation either electronically or on issued permits.
4. This policy was modified from Avista Utility's "Inland Northwest Regional Pavement Cut Policy."

DEFINITIONS

Assignee: The contractor who is taking out the permit.

Bell Hole: A hole dug to allow room for workmen to make a repair or connection in buried pipe, such as caulking bell-and-spigot pipe or welding steel pipe. A bell hole can also be used for the starting location of an underground bore, when using the directional boring equipment. In the broad sense, any hole other than a continuous trench opened for working on a buried facility.

City Engineer: City Engineer, Streets & Engineering Director, or designee (Engineers, Inspectors, Project Managers, Field Personnel) representing the City of Coeur d'Alene.

Compaction: Restoration and backfill of the Trench, Pothole, and Bell hole. Subgrade and base rock shall be compacted in lifts using the industry standard equipment to achieve 95% of the Modified Proctor (ASTM-D1557). Asphalt compaction shall conform to the ISPWC, current edition.

Full depth: Asphalt depth from top to base to top of asphalt or thickness of asphalt.

Gap: Distance between two asphalt patches.

ISPWC: The Idaho Standards for Public Works Construction, current edition.

Keyhole: Core drilling in asphalt or concrete used when performing installation, maintenance, or repair work.

Length of Patch: For this document the length of all patches is the patch dimension parallel to the centerline of the roadway.

MUTCD: Manual on Uniform Traffic Control Devices: Traffic Control should be set up to warn and protect the workers and general public by avoiding the working area during construction. Traffic Control must meet or exceed the MUTCD (see <http://mutcd.fhwa.dot.gov> section, Chapter 6G and 6H).

New Roadway: Any roadway that has had a designed rehabilitation in the permitted excavation location that is less than or equal to three years.

Patch: Cut in the pavement as part of the current permitted job.

Permittees: The utility company or contractor who submits an application for a permit to obstruct and/or conduct construction operations in the public right-of-way.

Potholing: Potholing is the practice of digging a small test hole to expose underground utilities to verify the horizontal and vertical location of the facility. The horizontal and vertical position of the exposed facility must be tied to a survey benchmark or permanent above grade feature. The position may be identified by GPS or traditional survey coordinates or by measuring the distance, with a tape measure, to permanent features in three horizontal directions. In addition, the vertical distance below grade should be obtained.

Project Completion: Date when the following has occurred: final permanent restoration of roadway is complete and approved by the inspector, and all as-built documentation has been submitted to the local agency.

Standard Specifications: Current version of the Idaho Standards for Public Works Construction (ISPWC), Supplemental Specifications, and/or City of Coeur d'Alene Standards.

Travel Lane: Travel lanes shall be established based on striping, or where there is no striping, shall be twelve feet (12'-0") in width.

Width of Patch: For this document the width of all patches is the patch dimension perpendicular to the centerline of the roadway.

GENERAL REQUIREMENTS

1. Patching:

- a. Patching that extends into existing patches require the removal and replacement of the existing patch unless approved by the City Engineer.
- b. The minimum length of the patch parallel to the centerline of the road shall be six feet (6'-0"). If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced in accordance with the tiered chart.
- c. New patches adjacent to any existing patch shall be installed at the existing patch line. When this is not feasible, no gap of four feet or less shall remain.
- d. Patches located within 50 feet of each other shall be incorporated into a single patch. Anytime significant patching occurs, the contractor shall notify the City to determine if cost sharing is an option to expand the pavement repair/replacement area.
- e. For areas that contain four patches within 200 feet, the areas shall be consolidated into one patch or the area chip sealed when the roadway contains a chip seal no older than five years.
- f. For longitudinal patches that exceed 55% of the width of the street, the asphalt shall be replaced for the entire street width.
- g. All asphalt damaged from construction equipment or work activities shall be cut out and replaced in accordance with this policy.
- h. Only saw cutting or approved grinding device will be allowed. Only parallel and perpendicular pavement cuts will be allowed. No jagged, broken or rolled undermined edges.
 - i. Per agency approval, grind and overlay outside of the full depth asphalt removal limits may be allowed to achieve full patch limits.
 - ii. There may be times when a diamond shaped patch is the preferred method for the repair (i.e. manholes and valve boxes), since it will provide a smoother ride instead of a square patch.

- i. A Tack Coat of asphalt (see Specifications for Joint Adhesive and Crack Sealant) shall be applied to all paved surfaces on which any course of hot mix asphalt is to be placed or abutted. Tack coat shall be uniformly applied on a clean surface to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.08 gallons per square yard.
- j. All pavement cuts shall be sealed full depth, flush with the pavement surface. The contractor is required to use an approved crack sealant material as defined in Specifications for Joint Adhesive and Crack Sealant section. The maximum length of overcut is equal to the depth of asphalt. Crack Sealant shall be applied according to manufacturer's recommendations. If any holes remain after application, the contractor shall repeat the procedure.
- k. A joint adhesive shall be used on all transverse and longitudinal joints of all lifts of asphalt that are not hot lapped or as designated by the City Engineer. The contractor is required to use an approved joint adhesive option as defined in the Specifications for Joint Adhesive and Crack Sealant section. It is important to ensure that the wearing course joint is sealed completely and can visually be seen upon inspection. Joint Sealant shall be applied according to manufacturer's recommendations or according to industry standard, where applicable.
1. The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects. The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a ten-foot straightedge placed parallel to the centerline. Recognition and consideration will be made for existing roadway conditions. The City Engineer must approve corrective measures.
2. Keyholes. Keyholes are considered temporary and must be replaced with a permanent patch.
3. Materials. All patching materials and construction requirements not addressed in this document shall conform to City Standards. Hand patching materials may utilize a 3/8" aggregate HMA with non-elastic recovery (ER) oil. Longitudinal cuts that extend through multiple tier classifications will require discussion with the Streets Department to determine appropriate patching approach. In principle, each road section will be patched according to the tier

in which it is ranked. Any variances to the specifications shall be requested in writing prior to the work.

4. Traffic Control:
 - a. All existing traffic control markings shall be replaced as soon as possible after permanent paving is complete.
 - b. Temporary markings for lane lines and stop lines shall be in place prior to the roadway opening for traffic.
 - c. All remaining temporary striping will be completed within seven days of new pavement completion and shall be maintained by permittee until permanently restored and accepted by the City.
 - d. All traffic markings will be replaced per normal work practices.
 - e. All temporary traffic control for the work zone shall conform to the MUTCD.
 - f. All traffic control is subject to the approval of the City Engineer.
5. Emergency Repairs. The permittee shall be allowed to make emergency repairs provided a more reasonable alternative does not exist. Every reasonable effort shall be made to restore the roadway quickly. The City shall be notified of emergency repairs not later than the next business day.

SPECIFIC REQUIREMENTS

1. Chip sealed roads shall be rehabilitated according to construction requirements for asphalt roads per tier level.
2. All existing pavement types shall be constructed at the existing depth of asphalt and crushed surfacing, in accordance with City Standards (including any fabric or membranes); Replacement section of asphalt and crushed rock shall not be less than the minimum section specified in the City Standard Drawings M-11 and M-31.
3. All concrete road cuts shall be pre-approved before beginning work (except in the case of an emergency situations). Concrete roads shall require full panel replacement unless approved otherwise by the City Engineer. All concrete joints shall require an approved tie bar and dowel retrofit. The depth of concrete replacement shall match the existing thickness. Care shall be made not to undermine the existing panels. If the adjacent panels are disturbed or damaged, they also shall be replaced. All joints shall be sealed with an approved material.

4. Asphalt over concrete road cuts – if known - shall be pre-approved before beginning work (except in the case of an emergency situation). Saw cutting or other approved practice for removal of the concrete shall be allowed at the discretion of City Engineer. The asphalt portion of the cut shall be constructed according to the pavement cut policy.
5. All areas outside of the travel lanes that are affected by the work shall be restored to their original condition. All shoulders shall be restored to their original condition.
6. Allowable work hours are from 7:00 am to 7:00 pm unless approved by the City.
7. The contractor shall notify adjacent property owners of any disruptions in service and/or access or any other inconveniences.
8. An Encroachment Permit must be obtained from the City prior to work in the Right-of-Way. All requirements of the encroachment permit must be met including insurance, licensure, and bonding.
9. Gravel street and alley repairs must be 4” minimum of compacted gravel meeting the requirements of ISPWC Section 802 and City standard drawings.

EXCEPTIONS:

1. Valve and manhole repairs shall be exempt from the patching requirements of this policy. Valve and manhole patching requirements shall be per each Local Agency’s Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
2. Potholing to find utilities shall be allowed. To be exempt from the gap and patching policy, cuts shall be a maximum of two-feet square (2’-0”) with no longitudinal joints in the wheel path and shall be backfilled with controlled density or other approved fill from six inches above the utility to six inches below bottom of asphalt.

WARRANTY REQUIREMENTS

1. All roadways shall require a minimum three-year warranty period. The patch in the roadway shall be repaired as necessary until the warranty has passed. All warranties shall become void if road rehabilitation work is performed within the patching limits.

2. For road cuts performed by a Utility using its internal capability, that Utility or assignee will be responsible for repairs required during the warranty period.
3. All curb, sidewalks, and structures that are affected by the excavation shall be included in this policy and have a warranty for three years.
4. All warranty work requires that a City inspector be on site. The permittee shall be required to coordinate the inspection.
5. The following defects identified by the City Engineer shall be covered by warranty:
 - a. Sunken or raised pavement patches greater than or equal to one-quarter inch (Measured using a ten-foot straight edge).
 - b. Failure to meet visual rating standard for patching and joints.
 - c. Poor workmanship.
 - d. Inadequate compaction.
 - e. Sunken, raised, or damaged curb and sidewalks in excavation work area.
 - f. Sunken, raised, or damaged drywells, manholes, valve cans, catch basins, or other utilities in excavation work area.
6. Notice of Repairs.
 - a. If emergency repairs are needed due to safety concerns, the permittee shall have twenty-four hours in which to make such repairs from time of verbal notice by the City.
 - b. For non-emergency repairs on arterial roads the permittee shall have forty-eight hours to make such temporary repairs.
 - c. For non-emergency repairs on residential streets, the permittee shall have up to seven days to make such temporary repairs unless it is deemed a safety issue by the City.

The City may provide for repairs not completed within the specified timeframe and permittee will be assessed all costs associated with the repairs. The costs shall be based on actual costs or the average bid prices for comparable projects for the year preceding, plus ten percent overhead fees. If repairs are made other than seam sealing to the warranted patch, a new warranty will be implemented for the new patch.

The permittee shall have two days to notify their asphalt company of the needed permanent repairs. If the work is not completed in a timely manner and following notification, the work shall be privately contracted or City maintenance crews will perform the needed repairs. The permittee shall pay the associated fees for the repairs.

TEMPORARY PATCHING

1. During winter asphalt plant closures or outside of temperature specifications (see ISPWC section 810.3.9), the permittee shall install and maintain a temporary patch until it can construct a permanent patch. A temporary patch will be required if the road must be opened to traffic before a permanent patch can be made.
2. The temporary patch shall consist of four inches of crushed surfacing, and two inches of cold-mix asphalt pavement, or upon approval of the City Engineer, crushed surfacing top coarse and/or steel plates may be used. On arterials, when a temporary patch is required for more than two months, Portland Cement Concrete shall be used to construct the temporary patch. The permittee shall maintain the temporary patch until the permanent patch has been installed.
3. If steel plates are used, they shall be recessed to grade or provided with asphalt or rubberized transitions.

PERMITS

1. All work in the public Right-of Way requires an encroachment permit.
2. The permittee will be required to submit construction and traffic control plans when applying for a permit. If the City determines that abuse of obligations are prevalent, future construction permits shall not be issued until the permittee has fulfilled all obligations to existing permits.
3. The permittee shall provide a detailed "As-built" record of the pavement cut after construction is completed. The permittee shall provide details indicating existing pavement section, new pavement section and any unusual conditions at the location of the constructed utility. The location shall include the name of the road the work is being performed on and the name of the closest intersections in each direction. Distance measurements shall be from intersecting streets. This information will be provided to the City's Public Works Inspectors for a permanent record. This information shall be returned no later than seven days after the completion of the permitted project by mail or by electronic means from either the permittee or the patching contractor. The intent of this process is to record small patching details. Larger projects must be reviewed and approved prior to construction.
4. The City should be notified of existing problems with the adjacent roadway to a proposed patch. Every effort will be made to leverage both public and private funds for street improvements.

RESPONSIBLE PARTY

The permittee shall be responsible for all construction and warranty requirements of this policy. Utilities shall provide the identity of the subcontractor performing the work if not self-performed. If permittee is a subcontractor for utilities, the utilities will assume responsibility if permittee cannot/will not make repairs.

COMPLIANCE

Failure to comply with any part of this policy may result in denial of future permits.

After 3 notices of noncompliance, the City shall send a notice to comply within 10 working days or all future permits may be denied until the problems have been corrected.

A meeting shall be arranged with the City and a plan of action to prevent future noncompliance shall be presented before issuance of any new permits.

An appeal can be applied for in writing.

Noncompliance Activities include:

1. Failure to secure a permit.
2. Failure to maintain temporary patches.
3. Failure to make permanent repairs.
4. Failure to make emergency repairs.
5. Failure to make warranty repairs.
6. Failure to submit As-Built information.
7. Failure to inform agency of asphalt completion date.
8. Failure to follow traffic control measures, as required.

EXEMPTIONS FOR MORATORIUM ROADWAYS

It is understood that field conditions may warrant a waiver or an exemption from these regulations. Developers, Contractors or Owners may appeal for a waiver of the moratorium to allow for excavation into a street that meets the criteria for the moratorium tier.

The appeal process completion in NO WAY obligates the City to allow such an excavation, and any such decisions are at the City Engineer's discretion.

The applicant shall:

- Submit a letter of intent to the City Engineer outlining their proposed project and the impact of the project.
- Establish that all alternative avenues have been investigated and fail to meet the needs of the project.

- Acknowledge the requirements of restoration of the area affected, and that there will be required special inspection, the cost of which shall be borne by the applicant of the waiver.
- Propose a meeting with the City to discuss the project.
- Provide a schedule of the project through completion.

RESOURCES

Streets & Engineering web site: <https://www.cdaid.org/streets>

Standard Drawings: <https://www.cdaid.org/1089/departments/streets/engineering/engineering-standard-drawings>

SPECIFICATIONS FOR JOINT ADHESIVE AND CRACK SEALANT

Joint Adhesive – Hot Applied – Option 1

Joint adhesive material shall conform to the following requirements:

Test Specification:

Cone Penetration, 77°F (25°C) (ASTM D 5329) 60 - 100

Flow, 140°F (60°C) (ASTM D 5329) 5 mm maximum

Resilience, 77°F (25°C) (ASTM D 5329) 30% minimum

Ductility, 77°F (25°C) (ASTM D 113) 30 cm minimum

Ductility, 39.2°F (2°C) (ASTM D 113) 30 cm minimum

Adhesion, 77°F (25°C) (ASTM D 5329) 500% minimum

Softening Point (ASTM D 36) 170°F (77°C) minimum

Asphalt Compatibility (ASTM D 5329) Pass

Installation: Install according to manufacturer specifications.

Joint Adhesive - CSS1/Sand – Option 3

A heavy application of tack coat (0.16 gallons per square yard) shall be applied to all vertical faces of the joints. Care shall be taken to ensure that enough tack coat has been applied to seal the joint once the patch is complete. A clean sand may be needed to blot the adhesive while patching to ensure that the tack coat does not track off site. It should be evident that the joint is sealed to the agency inspection staff. If the joint opens up, the contractor shall seal the joint with an approved crack sealant.

For roadways open to traffic, the application of joint adhesive, tack coat, and crack sealant shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material. Equipment shall not operate on the joints until the adhesive has cured. If the Contractor's operation damages the joint adhesive, it shall be repaired prior to placement of the HMA.

The Tack Coat shall be an un-diluted CSS-1 emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the manufacturer.

Crack Sealant – Hot Poured – Option 1

Hot poured crack sealant shall be rubberized and premium grade. Pre-approved products include: Crafcro Roadsaver 546, Crafcro Roadsaver 539 or approved equal. Crack sealant product shall be installed according to manufacturer's specifications and with the appropriate equipment.

Crack Sealant – Pourable – Option 2

Pourable crack sealant shall be rubberized and suitable for asphalt and concrete pavements. Pre-approved products include: Lastek33 or equivalent. Crack sealant product shall be installed according to manufacturer's specifications and with the appropriate equipment.

Construction Requirements

The Contractor shall install Joint Adhesive to all joints of wearing course lifts that are not hot lapped or as designated by the Engineer. Equipment used for performing the joint adhesive application shall be maintained in satisfactory working condition at all times. Prior to the application of the joint adhesive, the face of the joint shall be thoroughly dry and free from any loose material, dust, or other debris that would inhibit adhesion. Heating and pumping of joint adhesive shall be in accordance with the manufacturer's recommendations. Application of the joint adhesive shall be in a continuous, 1/8 inch thick band over the entire vertical face of the joint. Joint adhesive shall be applied concurrent with HMA placement and application shall be limited to the surfaces that will be paved during the same working shift.

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 6, 2024

FROM: LEE WHITE, POLICE CHIEF

SUBJECT: APPROVAL TO UTILIZE STATE OPIOID SETTLEMENT FUNDS FOR
CREATION OF OPIOID TASK FORCE BY ADDING TWO POSITIONS TO
POLICE DEPARTMENT

DECISION POINT:

Should the City Council approve use of the Idaho State Opioid Settlement funds for the creation of an opioid task force, and add two positions to the Police Department for this purpose?

HISTORY:

In September 2021, the Idaho Attorney General’s Office requested that cities consider participating in a joint settlement agreement with three (3) drug companies to compensate for the impact of opioids on our community. The total settlement amount for the State of Idaho was \$120,000,000. 40% of those funds were to be allocated to Cities and Counties that participated in the settlement, and 20% goes directly to the area Health Districts.

The City’s share of those funds was \$1,324,501, to be paid out in installments over 18 years. In March 2022, Council voted to reallocate the City’s share of funds to Panhandle Health. The reallocation of funds to Panhandle Health will continue until and unless the City takes action to revoke the reallocation.

PERFORMANCE ANALYSIS:

The Police Department interacts with people suffering from the effects of opioid use and abuse on a regular basis. We request to revoke the reallocation of funds to Panhandle Health in order to utilize those funds towards the creation of an Opioid Task Force.

The complete concept of operations is outlined in the attached document; however, in summary this taskforce will be responsible for the following:

- Responding to opioid overdose calls to provide assistance and resources.
- Conducting training to first responders and community groups.
- Coordinating with non-profits, health districts, post-conviction services, educators and school staff to provide assistance and resources to those dealing with opioid use.
- Conduct investigations into illicit opioid trafficking and distribution.

I have spoken with the Attorney General’s Office and they indicated that our concept would be an acceptable use of those funds, adding that their office “would not object” to the use of the funds as planned.

FINANCIAL ANALYSIS:

The first distribution from this fund in 2022 was \$251,847.22. Additional distributions are expected to take place very soon, and additional funds may have already been sent to Panhandle Health. There are approximately \$894,873.23 in outstanding payments that the City should expect; however, the distribution timeframe for those payments is still in question. The annual personnel cost of this taskforce for the Police Department is approximately \$261,335. For this reason, PD is requesting to fund these positions in FY 24/25.

DECISION POINT/RECOMMENDATION: The Police Department requests that Council revoke the reallocation agreement with Panhandle Health, and approve the use of the Opioid Settlement funds for the creation of an opioid task force by adding two positions to the Police Department for this purpose.

Exhibit A
Approved Opioid Abatement Strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following¹:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

Exhibit A
Approved Opioid Abatement Strategies

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

Exhibit A
Approved Opioid Abatement Strategies

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Exhibit A
Approved Opioid Abatement Strategies

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

Exhibit A
Approved Opioid Abatement Strategies

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

Exhibit A
Approved Opioid Abatement Strategies

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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Approved Opioid Abatement Strategies

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

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1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school

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Approved Opioid Abatement Strategies

employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

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9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-

Exhibit A

Approved Opioid Abatement Strategies

or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

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6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT B
ALLOCATION OF LOCAL GOVERNMENT SHARE

Local Government	Percentage of Local Government Share
Ada County, Idaho	13.2776278333%
Adams County, Idaho	0.1446831902%
Ammon City, Idaho	0.0812916024%
Bannock County, Idaho	3.0595589832%
Bear Lake County, Idaho	0.6082712041%
Benewah County, Idaho	0.6526829809%
Bingham County, Idaho	1.6421270812%
Blackfoot City, Idaho	0.6283857401%
Blaine County, Idaho	0.9137717551%
Boise City, Idaho	12.7586409110%
Boise County, Idaho	0.3309644652%
Bonner County, Idaho	2.5987361786%
Bonneville County, Idaho	3.7761253875%
Boundary County, Idaho	0.8788284447%
Burley City, Idaho	0.4485975363%
Butte County, Idaho	0.1839745518%
Caldwell City, Idaho	1.1958553249%
Camas County, Idaho	0.0422073443%
Canyon County, Idaho	5.0120113688%
Caribou County, Idaho	0.4396183832%
Cassia County, Idaho	0.7270235866%
Chubbuck City, Idaho	0.4841935447%
Clark County, Idaho	0.0420924425%
Clearwater County, Idaho	0.4890418390%
Coeur D'Alene City, Idaho	2.7593778237%
Custer County, Idaho	0.2133243878%
Eagle City, Idaho	0.1711876661%
Elmore County, Idaho	0.8899512165%
Franklin County, Idaho	0.5753624958%
Fremont County, Idaho	0.5716071696%
Garden City, Idaho	0.5582782838%
Gem County, Idaho	1.3784025725%
Gooding County, Idaho	0.6966472013%
Hayden City, Idaho	0.0047132146%
Idaho County, Idaho	0.8474305547%
Idaho Falls City, Idaho	3.8875027578%
Jefferson County, Idaho	0.9842670749%
Jerome City, Idaho	0.4169017424%
Jerome County, Idaho	0.6223444291%
Kootenai County, Idaho	5.6394798565%
Kuna City, Idaho	0.1849461724%

Local Government	Percentage of Local Government Share
Latah County, Idaho	1.2943861166%
Lemhi County, Idaho	0.4880814284%
Lewis County, Idaho	0.2882543555%
Lewiston City, Idaho	2.0176549375%
Lincoln County, Idaho	0.1930184422%
Madison County, Idaho	1.2748404845%
Meridian City, Idaho	2.4045650754%
Minidoka County, Idaho	0.9140620922%
Moscow City, Idaho	0.6590552650%
Mountain Home City, Idaho	0.5706694591%
Nampa City, Idaho	3.3274647954%
Nez Perce County, Idaho	1.2765833482%
Oneida County, Idaho	0.2371656647%
Owyhee County, Idaho	0.5554298409%
Payette County, Idaho	1.2750728102%
Pocatello City, Idaho	2.9494898116%
Post Falls City, Idaho	0.6781328826%
Power County, Idaho	0.3505171035%
Preston City, Idaho	0.1496220047%
Rexburg City, Idaho	0.1336231941%
Shoshone County, Idaho	1.2841091340%
Star City, Idaho	0.0001322772%
Teton County, Idaho	0.4258195211%
Twin Falls City, Idaho	1.8245765222%
Twin Falls County, Idaho	3.3104301873%
Valley County, Idaho	0.8074710814%
Washington County, Idaho	0.4917358652%

EXHIBIT C
ALLOCATION OF HEALTH DISTRICT SHARE

Health District	Percentage of Health District Share
District 1 (Panhandle)	14.50%
District 2 (North Central)	6.87%
District 3 (Southwest)	13.38%
District 4 (Central)	31.95%
District 5 (South Central)	10.11%
District 6 (Southeastern)	11.31%
District 7 (Eastern)	11.88%

Opioid Taskforce Concept of Operations

- One Taskforce (TF) supervisor
- One officer dedicated to TF
- One officer primarily dedicated to TF, but also responsible for other (non-opioid) drug types

Taskforce duties and responsibilities

To ensure compliance with opioid settlement agreements, the following are the primary duties and responsibilities of the Taskforce as allowed in (Exhibit A) the approved opioid abatement strategies:

- Respond to overdose calls to provide assistance as listed below.
- Provide assistance to overdose victims and family members affected by Opioid Use Disorder (OUD).
- Conduct investigations into illicit opioid trafficking and distribution, including prescription, synthetic (fentanyl), and other means and methods of facilitating drug distribution contributing to Opioid Use Disorder (OUD).
- Provide training to public safety personnel and community groups to regarding OUD, how to appropriately interact with those suffering from OUD, those who experience secondary trauma associated with opioid-related events, and services available to individuals with or in recovery from OUD.
- Coordinate and engage non-profits, health districts, health care providers, post-conviction services, educators, school staff and/or first responders to help those entities provide assistance and resources to those with or recovering from OUD.

Specific abatement strategies to be used by the TF and other department members (as necessary) may include the following:

- Engage non-profits and health districts including Northern Idaho Crisis Center, Panhandle Health, Heritage Health, St. Vincent DePaul, etc. to coordinate treatment and support for those suffering from OUD (B10).
- Train police department members, other public safety personnel, and community groups to appropriately interact and provide services to individuals with or in recovery from OUD, those who experience secondary trauma associated with opioid-related events, and provide training to abate the epidemic to affected groups (B11, I1, I2, K2).

- Support Emergency Medical System personnel to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event (C9).
- Support school-based resources (School Resource Officers) that parents and school staff can engage with to seek resources and treatment services for youth (C12).
- Support pre-arrest and/or pre-arraignment diversion and deflection strategies for persons with OUD, including Idaho Law Enforcement Diversion (ILED).
- Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs such as media campaigns, public education relating to drug disposal, and/or school-based programs (G1, G3, G9).
- Provide training or coordinate training for naloxone (Narcan) use for public safety and community members (H3).
- Invest in staffing to support collaborative, cross- system coordination with the purpose of preventing opioid misuse and opioid overdoses, connecting them to care, and implementing other strategies to abate the opioid epidemic (J3).

Opioid Task Force



Overview

- Opioid Settlement: \$1,324,501 to CDA
- Over \$251,847 reallocated to Panhandle Health in 2022
- Approximately \$894,873 (plus any additional future settlement amounts) remain

Proposal

- Since funds were reallocated to Panhandle Health in 2022, Council needs to revoke the reallocation to use funds.
- Proposal to create Opioid Taskforce.



Concept of Operations

- Respond to overdose calls and provide assistance.
- Help victims and family members, put them in touch with community resources.
- Provide training for first responders and community.
- Coordinate and engage with non-profits, health districts, post-conviction services, and school staff for training and resources.
- Conduct investigations into illicit opioid trafficking and distribution.



Staffing

- One Sgt and one officer dedicated to TF.
- One officer primarily working with TF, but also responsible for other drug investigations.
- Approximate personnel cost is \$261,335.
- TF would begin once funding is secured and staffing allows, presumably next FY.



Next Steps

If Council decides to proceed:

1. The City needs to revoke reallocation of future settlement funds
2. Increase PD authorized staffing by one sergeant and one officer for FY 24/25



Concept of Operations

- Respond to overdose calls and provide assistance.
- Help victims and family members, put them in touch with community resources.
- Provide training for first responders and community.
- Coordinate and engage with non-profits, health districts, post-conviction services, and school staff for training and resources.
- Conduct investigations into illicit opioid trafficking and distribution.



RESOLUTION NO. 24-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REVOKING THE VOLUNTARY REALLOCATION OF THE CITY'S SHARE OF THE IDAHO STATE OPIOID SETTLEMENT TO PANHANDLE HEALTH DISTRICT (PHD); AND APPROVING THE USE OF THE OPIOID SETTLEMENT FUNDS FOR THE CREATION OF AN OPIOID TASK FORCE BY ADDING TWO POSITIONS TO THE POLICE DEPARTMENT IN FY 24-25 FOR THIS PURPOSE.

WHEREAS, pursuant to Resolution No. 22-015, adopted the 5th day of April, 2022, the City approved a Voluntary Reallocation of the City's share of the Idaho State Opioid Settlement Allocation to Panhandle Health District (PHD); and

WHEREAS, the Police Chief of the City of Coeur d'Alene is requesting that Council revoke the reallocation to Panhandle Health District; and

WHEREAS, the Police Chief of the City of Coeur d'Alene is requesting that Council approve the use of the Opioid Settlement funds for the creation of an opioid task force by adding two positions to the Police Department in the fiscal year 2024-2025; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the voluntary reallocation to PHD be and the same is revoked.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that voluntary reallocation to PHD of the City's share of the Idaho State Opioid Settlement is hereby revoked.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate the revocation of the voluntary reallocation.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Police Department is authorized to utilize the City's share of the Idaho State Opioid Settlement funds to create an opioid task force, adding two positions in the Police Department for that purpose in fiscal year 2024-2025.

DATED this 6th day of February, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: February 6, 2024
FROM: Mike Anderson, Wastewater Director
SUBJECT: Final payment under a lease agreement for two (2) front-end loaders for the Compost Facility.

DECISION POINT: Should Council authorize the final payment under a lease agreement for two (2) Caterpillar leased loaders used at the City’s Compost Facility, a “CAT 950GC” and “CAT 938M,” upon the payment of which the City will own the loaders?

HISTORY: The City’s Compost Facility requires two (2) front end loaders to convey, mix, and pile biosolids, and wood chips within the Facility. Further, they are vital pieces of equipment needed for the moving and loading of the stable compost material.

On November 20, 2018, Council approved a 5 year/5000 hour Lease Agreement for the two (2) front end loaders for the compost facility to replace existing loaders. The lease was entered into in March 2019. A final payment of \$125,000.00 for the Cat 938 M and \$135,000 for the Cat 950 GC will be due on March 5, 2024, should the City choose to take ownership of these loaders. The other option is to surrender these loaders back to Western States Equipment and to either purchase or lease new loaders. The current loaders have approximately 3500 hours and have had very good performance over the past 5 years. For these reasons, we anticipate another 5 years of useful life at the Compost Facility and that making the final payment is the most cost-effective option.

FINANCIAL ANALYSIS: WW asked for quotes from Western States Equipment for the lease of the loaders. At the same time, WW solicited quotes for the outright purchase of the loaders. The intent was to compare lease and direct purchase costs to replace the two (2) existing and underperforming Caterpillar loaders with two (2) more appropriately-sized loaders. A comparison of the two quotes is shown in the table below:

	Existing Loaders	New Lease Loaders
Purchase Cost of 3-year Warranty	\$34,221	\$0
Annual Lease Payment for 5 yrs:	\$42,059	\$60,106
Final Payment:	\$260,000	\$370,000
Total Purchase Price at End of Lease	\$504,516	\$670,530
Savings Compared with New	\$166,014	N/A

WW determined a lease buyout option for both loaders offers a cost savings of \$166,014. The Wastewater Department has budgeted \$260,000 for the purchase of these two (2) Cat loaders.

PERFORMANCE ANALYSIS: Both loaders have functioned exceptionally well at the compost. The smaller (938) loader operates within the compost buildings (restricted areas), while the larger (950) loader improves facility operation efficiencies in the overall production of compost. Both loaders were specified with higher lifting capabilities, greater bucket capacities, and a tighter turning radius.

The primary use of these loaders is for the Compost Facility. However, the smaller loader does have the ability to accommodate the Street Department's plow equipment for additional emergency snow removal. We are assuming that the likelihood of failure will increase with the loaders' age and, thus, are recommending a 3-year warranty covering the powertrain and hydraulics in the "existing loader" costs.

RECOMMENDATION: The Wastewater Department believes a lease buyout offers the greatest value to the City and the Council should authorize the Wastewater Department to make the final payment on the leases for the above-mentioned loaders in the amount of \$294,221, which includes a 3-year warranty.



City of
Coeur d'Alene
IDAHO

Lease Purchase Compost Loaders



CAT 938 M



CAT 938 GC



Co\$t Comparison

Costs	Options		
	Keep Existing Loaders	Lease New Loaders	Purchase Used Loaders
Purchase Cost of 3 Year Warranty	\$34,221	\$0	\$0
Yearly Lease Payment	\$45,059 (x5)	\$60,106 (x5)	\$0
Final Payment	\$260,000	\$370,000	\$456,000
Total Purchase Price	\$504,516	\$670,530	\$456,000



Co\$t Comparison

Costs	Options		
	Keep Existing Loaders	Lease New Loaders	Purchase Used Loaders
Purchase Cost of 3 Year Warranty	\$34,221	\$0	\$0
Yearly Lease Payment	\$45,059 (x5) Already Paid	\$60,106 (x5)	\$0
Final Payment	\$260,000	\$370,000	\$456,000
Total Purchase Price	\$504,516	\$670,530	\$456,000
Funding Needed	\$294,221	\$670,530	\$456,000





COMPOST GIVE-A-WAY April 6 & 7



COMPOST GIVE-A-WAY April 6 & 7



RESOLUTION NO. 23-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FINAL PAYMENT FOR TWO CATERPILLAR FRONT-END LOADERS USED AT THE CITY'S COMPOST FACILITY ("CAT 950GC" AND "CAT 938M"), LEASED FROM WESTERN STATES EQUIPMENT IN 2019.

WHEREAS, the Wastewater Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve the final payment for two (2) Caterpillar Front-end loaders leased from Western States Equipment, in the amount of Two Hundred Ninety-Four Thousand Two Hundred Twenty-One and no/100 Dollars (\$294,221.00), per the attached Exhibit "A" and incorporated herein by reference; and

WHEREAS, it is in the best interests of the City to make the final payment for the two (2) currently leased Caterpillar Front-end loaders.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve the final payment for two (2) Caterpillar Front-end loaders leased from Western States Equipment, in the amount of \$294,221.00, per the attached Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be directed to take such steps necessary to effectuate the final payment on behalf of the City.

DATED this 6th day of February, 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: November 20, 2018
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Request purchase of two (2) front end loaders for the Compost Facility.

DECISION POINT:

The Wastewater (WW) Utility is requesting approval to request bids or State of Idaho Procurement for the purchase of two new front-end loaders to replace the existing two John Deere leased loaders used at the City's Compost Facility and an increase.

HISTORY:

The City's Compost Facility requires two front end loaders to convey, mix, and pile biosolids, and wood chips within the Facility. Further, they are vital pieces of equipment needed in moving and loading of the stable compost material.

During FY 2013/14, Council approved a John Deere 5 yr./5000-hr. Lease Term Agreement of two (2) 544K front end loaders for the compost facility to replace the existing loaders. This lease term will end on March 10, 2019. A final payment of \$165,250.00 will be due should the City choose to take ownership of these loaders. Currently, both of these loaders have approximately 3,566 and 3,504 hours, respectively and over the past 5 years, we have discovered some operation and performance deficiencies. Ultimately, these loaders require some specifications for specialized equipment operating with compost material

FINANCIAL ANALYSIS:

Similar to the Streets Department, WW asked for competitive lease quotes from two local dealers. At the same time, WW solicited direct purchase quotes. The intent was to compare lease and direct purchase costs to replace the two leased John Deere medium-sized loaders with two (2) more appropriately sized loaders. A comparison of the two quotes is shown in the table below:

	Existing Loader	Small Loader		Large Loader	
US Dollars	JD 544K ^A	JD 624K	CAT 938M	JD 644K	CAT 950 GC
Purchase Cost:	\$208,823.41	\$206,813.00	\$189,464.67	\$237,917.00	\$200,284.70
Yearly Lease Payment:	\$22,015.90	\$22,608.35	\$22,700.00	\$24,084.85	\$25,330.00
Final Payment:	\$165,250.00	\$129,724.72	\$125,000.00	\$160,280.16	\$135,000.00
Total Cost at End of Lease:	\$275,329.50	\$242,766.47	\$238,500.00	\$280,704.41	\$261,650.00
Purchase Savings^A		\$35,953.47	\$49,035.30	\$42,787.41	\$61,365.30

^A Does not account for depreciation

WW determined a direct purchase option offers a cost savings of \$79,000 to \$110,000 over the next 5 years but the loaders should last for 12 to 15 years which would create additional savings over leasing. WW's 2018-19 budget includes \$125,000 for the lease of two replacement loaders. WW would need a budget amendment for FY 18-19 for \$400,000 to cover the purchase of the two loaders. At this time, WW

believes a direct purchase offers the greatest value to the City and rather than leasing these loaders again, we would like to bid out the replacement of the two existing John Deere Loaders.

PERFORMANCE ANALYSIS:

While both of these loaders have satisfactorily functioned at the compost facility, compost operators have observed performance deficiencies with these medium-sized loaders. A smaller loader operating within the compost buildings (restricted areas) and a larger “outside” loader would improve facility operation efficiencies in the overall production of compost. Both new loaders have been specified with higher lifting capabilities, greater bucket capacities and tighter turning radius.

The primary use of these loaders will be for the Compost Facility; however, the smaller loader will include provisions to accommodate the Street Department’s plow equipment for additional emergency snow removal should it be needed. An interfund transfer from the Street should cover the additional costs associated for the plowing.

To avoid paying any late fees for the two existing John Deere loaders, WW will need to take delivery of both new loaders prior to March 10, 2019. WW projects these loaders will exceed 4,000 hours by March 10.

RECOMMENDATION:

The Wastewater (WW) Utility is requesting approval to request bids or State of Idaho Procurement for the purchase of two new front-end loaders to replace the existing two John Deere leased loaders used at the City’s Compost Facility.

Excerpt from the
November 20, 2018
City Council Minutes

AUTHORITY TO PURCHASE OF TWO FRONT-END LOADERS FOR THE COMPOST FACILITY.

STAFF REPORT: Wastewater Utility Project Manager Mike Becker explained that the Wastewater Department had originally wanted to lease the front-end loaders for the Compost Facility; however, after looking at the costs over time it was determined it is less expensive to purchase the loaders outright. They currently have a lease that expires in 2019, so they budgeted for lease costs prior to looking at direct purchases. They estimate a cost saving of \$75,000 to \$100,000 over five years and had the goal of ending up with ownership of the loaders at the end of the lease term with a balloon payment.

DISCUSSION: Councilmember McEvers asked for clarification regarding the current loader lease and that the standard would normally be to purchase new ones every 12 years rather than five years. Mr. Becker explained that they were not sure what they needed when they entered into the lease and used the loaders specified for the Street Department. After reviewing the performance, it was determined that it would work better to have a smaller loader for indoor use and a larger one for outdoor use and he believes they will have a longer useful life with the correctly sized loaders. Mayor Widmyer noted that the smaller loader lease amount is \$22,000 and the larger is \$24,000 for 12 months, yet the staff report notes a need for \$125,000 for the lease of two loaders and asked if there were other equipment included. Mr. Becker explained that the original quotes were general, so they added additional amounts in the budget to cover the final costs in five years. Councilmember Gookin asked for clarity regarding the maintenance costs. Mr. Becker noted that if purchased the city would cover the maintenance costs through the Street Department staff. Deputy City Attorney Randy Adams noted that maintenance should be an annual expense not budgeted at this point for the full life of the loaders and clarified that the current request is to go out to bid for the price and warranty costs, not the maintenance. Councilmember McEvers asked the City Administrator to explain the savings of cash flow and why a lease is no longer the right option. Mr. Tymesen noted that this would be like leasing a

vehicle every five years, without having to front the large expense in the beginning to purchase. He noted that the General Fund would not be able to afford the purchase of two loaders and include maintenance. In this situation, the utility fund has the money to make the purchase and they are looking at being more efficient with different loader sizes. They assume there will be less wear and tear at the Compost Facility than for loaders used for snow removal. Councilmember Edinger asked for confirmation that the Street Department would also be able to use the loaders. Mr. Becker confirmed that they are including the option for the loader modification to allow the plow attachment, but the main use of the loaders would be the Compost Facility. Councilmember Evans asked for Mr. Tymesen's recommendation. Mr. Tymesen stated that he believes the equipment being proposed has multi-use options for the Street Department, he does not see equipment needs changing, they have the cash, and he does not believe the maintenance cost would be very impacting. He noted that after much discussion with Wastewater, he would recommend the purchase of the loaders. Mayor Widmyer noted that the General Fund has a lot outstanding money from the Wastewater Department due to the purchase of the Mill site and railroad right-of-way.

MOTION: Motion by Gookin, seconded by McEvers, to deny the purchase of two front-end loaders for the Compost Facility and move forward with the lease option.

ROLL CALL: Gookin Aye; Edinger No; Evans No, McEvers Aye. **Motion carried with the Mayor breaking the tie in the affirmative.**

**SCHEDULE 2
Concluding Payment Schedule to
Governmental Agreement**

Quote number 618-5204
 Asset #1: "Wheel Loader" 189,464.67

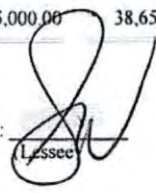
Dated _____, 20__

between
Caterpillar Financial Services Corporation
 and
City of Coeur D' Alene

Description of Unit: 1 Caterpillar 938M serial # J3R07125

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.35000%	Concluding Payment (*)
Mar-05-19	1	189,764.67	20,684.89	0.00	0.00	169,079.78
Mar-05-20	2	169,079.78	20,684.89	0.00	9,045.77	157,440.66
Mar-05-21	3	157,440.66	20,684.89	0.00	8,423.08	145,178.85
Mar-05-22	4	145,178.85	20,684.89	0.00	7,767.07	132,261.03
Mar-05-23	5	132,261.03	20,684.89	0.00	7,075.97	118,652.11
Mar-05-24	6	118,652.11	0.00	125,000.00	6,347.89	0.00
total			103,424.45	125,000.00	38,659.78	

(*) Does not include any rent payment or other amount then due.

Initialed: 
 Lessee

Wastewater

**Concluding Payment Schedule to
Governmental Agreement**

Quote number 618-5204
 Asset #2: "Wheel Loader" 200,284.70

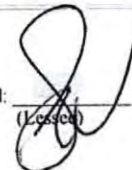
Dated _____, 20__

between
Caterpillar Financial Services Corporation
 and
City of Coeur D' Alene

Description of Unit: 1 Caterpillar 950GC serial # M5T01562

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 5.35000%	Concluding Payment (*)
Mar-05-19	1	200,584.70	21,374.25	0.00	0.00	179,210.45
Mar-05-20	2	179,210.45	21,374.25	0.00	9,587.76	167,423.96
Mar-05-21	3	167,423.96	21,374.25	0.00	8,957.18	155,006.89
Mar-05-22	4	155,006.89	21,374.25	0.00	8,292.87	141,925.51
Mar-05-23	5	141,925.51	21,374.25	0.00	7,593.02	128,144.28
Mar-05-24	6	128,144.28	0.00	135,000.00	6,855.72	0.00
total			<u>106,871.25</u>	<u>135,000.00</u>	<u>41,286.55</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: 
 (Lessee)

Wastwater

Handwritten calculations:
 26
 30
 31
 30
 31
 31
 31
 30
 31
 30
 31
 28
 5
 365
 209
 156



1. PARTIES

CONTRACTOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

CUSTOMER ("you" or "your"):

CITY OF COEUR D'ALENE, IDAHO
710 E Mullan Avenue
Coeur D'Alene, ID 83814

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and Contract the Units to you, subject to the terms of this Contract. **Until this Contract has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Contract with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNIT(S) Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	QTY.	CONTRACT TERM HOURS	MINIMUM ANNUAL HOURS	COST PER HOUR FOR EQUIPMENT FINANCE ⁽¹⁾	MANDATORY FINAL PAYMENT Payment at end of lease for purchase of Unit (see Section 15)
New Caterpillar 938M Wheel Loader	J3R07125	1	5000	1000	\$20.69	\$125,000.00
New Caterpillar 950GC Wheel Loader	M5T01562	1	5000	1000	\$21.38	\$135,000.00

LOCATION OF UNITS: 710 E Mullan Avenue Coeur D'Alene, ID 83814

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on _____ [Please enter the date machines were delivered]. If any of the Units described above will be delivered to you after your execution of this Contract, you agree to sign and deliver to us a separate delivery certificate.

An **Application Survey ("Application Survey")** for each Unit, if used in relation to this transaction, is made a part of and incorporated into this Contract.

⁽¹⁾ **Maintenance Agreement(s)**. If applicable, you have or will enter into various maintenance, repair, monitoring, management or services agreement(s) with Western States Equipment Co. ("**Dealer**") for each Unit of equipment described above, (such agreement or agreements shall be referred to herein individually as a "**Maintenance Agreement**" and collectively as the "**Maintenance Agreements**") in the form or forms attached hereto as Schedule 1. You acknowledge that the Dealer, and not the Contractor, is responsible for the services provided under the Maintenance Agreements. You confirm that the specific amount of the portion of the Cost Per Hour for maintenance is as set out in the separate Maintenance Agreements.

TERMS AND CONDITIONS

3. Contract Term The Contract Term will start on the date we sign the Contract and will continue until the Termination Date defined below, unless earlier terminated or canceled by us as expressly provided herein. However, we will have no obligation to enter into this Contract and/or pay the supplier of the Units (the "**Supplier**") for a Unit until you have delivered to us all documents that we deem reasonable. The termination date for the Contract ("**Termination Date**") will be the earlier of (a) when the billed hours equal the Contract Term Hours listed in the table in Section 2 for the relevant Unit of equipment; and (b) **60 months** from the date we sign this Contract. Such Unit of equipment will remain subject to the terms of the Contract.

4. Contract Payment You will pay us an Annual Contract Payment beginning on or about the date the contract is signed by us and Annual Contract Payments will continue on the same day of each year thereafter for the entire Contract Term. You will also pay us all other amounts payable under the terms of this Contract and under any other document executed in connection with this Contract, including each applicable Application Survey (the "**Contract Documents**") ("**Other**

Payments", and together with Annual Contract Payments, collectively, "**Contract Payments**").

We or our agent shall invoice you for the Contract Payments. We or our agent may, at our discretion, include in the invoice for the Contract Payments the invoice for fees due under the Maintenance Agreements. You shall pay all invoices in full within thirty (30) calendar days of the invoice date. All invoices shall be paid without setoff for any reason whatsoever, including, but not limited to, any claim under a Maintenance Agreement. You will pay Contract Payments and any Maintenance Agreement fees invoiced by us to our agent at **Caterpillar Global Services, LLC, 100 NE Adams Street, Peoria, IL, 61629-6321**, or such other location that we designate in writing. Additional details about the Contract Payments are set forth below and on Schedule 2 hereto, including without limitation the amount of principal and interest payments, the amortization schedule and the Mandatory Final Payment that shall be invoiced and due after the Contract Term.

The Contract Payments will be due without demand. Your obligations, including your obligation to pay the Contract Payments due in any

fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the state in which you are located. Nothing in this Contract will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the Contract Payments owing under this Contract.

A portion of each Annual Contract Payment and the Mandatory Final Payment (collectively, the "P&I Payments" and, individually, a "P&I Payment") constitutes interest and the balance of each P&I Payment is payment of Principal. The portion of the P&I Payments constituting principal ("Principal") is \$20,880.65 as of the date of delivery of the Unit. Principal, as adjusted as provided below, will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.35% per annum from the later of (a) the date of delivery of the Unit or (b) the date on which we received the most recent P&I Payment, until the date on which we receive the next P&I Payment. Each P&I Payment will be applied first to pay interest accrued as of the date of receipt and then to pay Principal, which shall be reduced accordingly.

For each Unit of equipment in the table in Section 2, the Annual Contract Payment will be (a) the Minimum Annual Hours multiplied by the Cost Per Hour ("Minimum Contract Payment"); or (b) if the actual annual hours based on the service meter units of the individual Unit of equipment exceeds the Minimum Annual Hours in such table, the Annual Contract Payment will be: (i) the actual number of annual hours multiplied by (ii) the Cost Per Hour. If the actual annual hours are less than the Minimum Annual Hours for a given year, then the difference in hours will be tracked as credit hours ("Credit Hours") to be applied in future years when the actual annual hours exceed the Minimum Annual Hours. The Credit Hours will be used on a one-for-one basis to reduce the actual annual hours used to determine the hours to bill under (b) above, provided that in no event will the actual annual hours be reduced below the Minimum Annual Hours.

For any year in which you use hours (adjusted for any Credit Hours) in excess of the Minimum Annual Hours, and thus the Annual Contract Payment for that year is in excess of the Minimum Contract Payment, then the amount of the Annual Contract Payment that exceeds the Minimum Contract Payment will be used to reduce the Principal under the Contract. Use of excess hours above the Minimum Annual Hours will shorten the term of the Contract since the total contracted hours will be reached at an earlier date.

You agree this Contract constitutes a non-cancelable net Contract. You also agree that your duties and liabilities under this Contract and the other Contract Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Contract.

5. Disclaimer of Warranties You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or a dealer or supplier of any of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS CONTRACT OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS CONTRACTED "AS IS, WHERE IS". WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS CONTRACT, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABILITY; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT,

CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Contract takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

6. Possession, Use, and Maintenance (a) At your own expense, you will use and keep the Units in good operating order and condition, including hour reporting capability, and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including any rules or limits on idling, fleet average or site based exhaust emissions, operational limitations, or any other use related regulations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not subcontract a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in an applicable Application Survey, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest or encumbrance on any of your rights under this Contract or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of use. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-reversible" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Contract as if originally contracted under this Contract. If an Event of Default has occurred and is continuing, all parts, accessories and equipment affixed to a Unit will become our property.

7. Taxes Contract Payments will include all taxes arising from, or due in connection with, this Contract or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit or Contract Payments. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated herein that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

8. Loss or Damage (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Contract Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Contract. Should any loss or damage occur, you will not be released from your obligations under the Contract or any other Contract Document. A "Casualty Occurrence" will occur if

a Unit is worn out, lost, stolen, destroyed, taken by government action or, in our opinion, irreparably damaged. (b) You will provide prompt written notice to us of any Casualty Occurrence or any other material damage to a Unit. You will also promptly submit to us: (i) all damage reports provided to a governmental authority, an insurer or the Supplier; and (ii) all documents regarding the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Contract, you will promptly repair all damage that does not constitute a Casualty Occurrence, so as to restore the Unit to the condition required by this Contract. (d) In the event of a Casualty Occurrence, you will pay to us, on the first Annual Contract Payment due date following the Casualty Occurrence (or 30 days after the Casualty Occurrence if there is no Annual Contract Payment due date remaining) a "Casualty Payment" equaling the sum of: (i) the present value of all unpaid future Contract Payments for the Unit; (ii) the present value of the Final Payment for the Unit as stated on the front of this Contract; and (iii) all other amounts then due under this Contract with respect to the Unit suffering the Casualty Occurrence (including all late charges and fees). Present values will be determined by discounting the amount owed (as we will reasonably determine) at the interest rate of this Contract. Upon our receipt of the Casualty Payment for a Unit, the Contract Term with respect to the Unit shall terminate.

9. Waiver and Indemnity You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this Section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Contract Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Contract Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the loss, damage, theft, removal, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by any Indemnitee in defending such claims or in enforcing this Section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

10. Insurance; Condition You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This

insurance must include physical damage insurance that will protect each Unit against all risks for at least the amount you would be required to pay in the event of a Casualty Occurrence. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. All insurance shall be primary, without the right of contribution from any insurance carried by us. All insurance must have a deductible amount acceptable to us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and you will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition (ordinary wear and tear excepted) and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

11. Events of Default Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Contract is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Contract (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

12. Remedies If an Event of Default occurs, we will have the rights and remedies provided by this Contract and under the Uniform Commercial Code and any other law. Among these rights and remedies are to: (a) proceed at law or in equity, to enforce specifically your performance or to recover damages; (b) declare this Contract in default, and cancel this Contract or otherwise terminate your right to use any Unit and your other rights, but not your obligations; (c) declare all Contract Payments due or to become due under this Contract immediately due and payable, including the balance, late payment charges and fees; (d) recover any additional damages and expenses suffered by us due to the Event of Default; (e) enforce the security interest granted herein, if any; (f) require you to assemble and return each Unit pursuant to Section 14; (g) enter premises where a Unit may be located and take immediate possession of the Unit and remove (or disable in place) the Unit (and any unattached parts) without notice, liability, or legal process; and (h) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such warranty agreement on your behalf. Upon canceling any such warranty agreement on your behalf, we may also receive the refund of the agreement fees that we financed but had not received from you as of the date of the Event of Default, and any such refund(s) shall be applied to the principal amount due and owing hereunder. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Contract. We may, at our option, use commercially reasonable efforts to sell or re-Contract a Unit. The proceeds of any such sale or re-Contract will be applied, first, to reimburse us for all expenses of collection and enforcement of this Contract, including our reasonable attorneys' fees and legal expenses.

The proceeds will be applied, second, to obligations owed to us under this Contract. Any remaining proceeds will then be applied to any other indebtedness or obligations owed by you to us or our affiliates. You will promptly pay any deficiency to us. The remedies provided to us are cumulative and in addition to all other remedies existing at law or in equity. If you fail to perform any of your obligations under this Contract, we may (but need not) perform the obligations. If we perform such obligations for you, you must then pay, on demand, the resulting expenses incurred by us.

13. Title; Return of Units Notwithstanding our designation as "Contractor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the unit to us properly protected and insured as required by Section 11. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11 or if the Unit is not in the same operating order, repair, condition, and appearance as it was on the date of delivery (excepting ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Contract will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

14. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Contract. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Contract, a sufficient amount to permit you to discharge your obligations under this Contract. Notwithstanding any provision of this Contract to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Contract Payments due under this Contract for such fiscal year, you will have the option of terminating this Contract as of the anniversary date of this Agreement by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last contract year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Paragraph 14, and this Contract will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Contract Payments beyond such fiscal year; provided, that you will pay all Contract Payments for which moneys have been appropriated; and provided further, that you will pay year-to-year rent at the rate set by us for each year or part of any year that you fail to return the Units.

15. Mandatory Final Payment If no Event of Default has occurred and is continuing, you must, with respect to a Unit, purchase the Unit for the Final Payment amount stated on the front of this Contract, provided, however, that the Final Payment will be reviewed by us throughout the term of this Contract and may be adjusted periodically by us to reflect the actual utilization of the Unit(s). The Final Payment will be due at the end of the Contract Term. Upon payment of the Final Payment and all other amounts due under this Contract, plus any taxes or other costs and expenses due in connection with the transfer of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale. The bill of sale will be delivered to you without warranties except that the Unit is free of all encumbrances of any person claiming through us. You will purchase the Unit "AS IS, WHERE IS, WITH ALL FAULTS". If you fail to purchase the Unit at the end of the Contract Term, in addition to our other rights and remedies upon an Event of Default, you agree to pay to us annual late charges, each equal to five percent (5%) of the Final Payment, compounded annually.

16. Security Interest To secure your obligations to us under this Contract and to secure all other obligations of every kind and nature that you may owe to us or any of our affiliates now or in the future, you

grant to us a continuing first priority security interest in each Unit including all attachments, accessories and optional features therefor (whether or not installed thereon) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Contract. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents. You also authorize us to delegate these limited powers.

17. Representations and Warranties You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Contract is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Contract or any right or obligation under it without our prior written consent. (g) In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and/or its subsidiaries or affiliates, including us (collectively "Caterpillar"), and/or Caterpillar dealers to access data concerning the Unit, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of this Contract, (2) to recover the Unit if necessary, and/or (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

18. Assignment; Counterparts We may not assign, sell or encumber all or any part of this Contract, the Contract Payments, and the Units. Subject to the terms herein, this Contract will inure to the benefit of, and is binding upon, you and our respective successors. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by us on the signature page thereof as the original will constitute original chattel paper. A photocopy or facsimile of this Contract will be legally admissible under the "best evidence rule." A signed copy of this Contract and/or any related document sent by electronic means will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

19. Effect of Waiver; Entire Agreement; Notices;

Applicable Law Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Contract and any Contract Document, including any applicable Application Survey, executed in connection with this Contract completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Contract or at such other address as may be furnished in writing. This Contract is governed by and construed under the laws of the State of Idaho, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Idaho. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT, THE OBLIGATIONS, OR THE UNITS.**

20. No Agency; Modification of Contract No person or entity, including, without limitation, the supplier, dealer or manufacturer of any Unit, is authorized to act as our agent regarding this Contract. No waiver, modification, or change in this Contract will bind us unless provided by us in writing. Oral agreements are not binding. You agree

that we may correct patent errors in this Contract and the Contract Documents and fill in blanks, including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Contract are inserted for convenience only. Headings do not affect the meaning or interpretation of this Contract. If a provision of this Contract is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Contract is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All obligations under this Contract survive the expiration or termination of the Contract if necessary to give full effect to the terms of this Contract.

21. Sanctions & Anti-Corruption Laws. None of (a) the Customer, or any of its respective directors, officers or employees, or (b) to the knowledge of the Customer, any agent of the Customer or any subsidiary, affiliate of related entity of the Customer (that will act in any capacity in connection with or benefit from the credit facility established hereby), is a Sanctioned Person. No use of proceeds received under the terms of this Contract will be used by Customer, or to the knowledge of the Customer by any of its agents, to violate applicable Anti-Corruption Laws or applicable Sanctions. As used herein "Anti-Corruption Laws" means all applicable laws, rules, and regulations of any jurisdiction concerning or relating to bribery or corruption applicable to the Customer due to Customer's use of proceeds received under the terms of this Agreement. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the or by the United Nations Security Council, the European Union or any EU member state, or (b) any Person owned or controlled by any such Person.

22. Compliance with US Laws. The Customer and the Customer's shareholders shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Contractor to be in breach (as determined by the Contractor at its sole discretion) of or has the purpose of evading or avoiding, or attempts to violate any applicable United States laws, governmental rules and regulations, and Executive Orders relating to financial transactions, anti-money laundering, and

terrorism, including but not limited to United States economic sanctions, the USA Patriot Act (P.L. 107-56, as amended), and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

25. Compliance with US Laws. The Customer and the Customer's shareholders shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Contractor to be in breach (as determined by the Contractor at its sole discretion) of or has the purpose of evading or avoiding, or attempts to violate any applicable United States laws, governmental rules and regulations, and Executive Orders relating to financial transactions, anti-money laundering, and terrorism, including but not limited to United States economic sanctions, the USA Patriot Act (P.L. 107-56, as amended), and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

26. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Contract Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax- exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate.

By signing this Contract, you certify that you have read this Contract and all the other Contract Documents, including any applicable Application Survey.

SIGNATURES

CONTRACTOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	CUSTOMER	CITY OF COEUR D'ALENE, IDAHO
Signature	_____	Signature	_____ <i>[Signature]</i>
Name (print)	_____	Name (print)	_____ <i>Steve W. Boyer</i>
Title	_____	Title	_____ <i>Mayer</i>
Date	_____	Date	_____ <i>08/19/19</i>

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 6, 2024
FROM: TROY TYMESEN, CITY ADMINISTRATOR
SUBJECT: FINANCE DEPARTMENT STAFFING AND BUDGET AMENDMENT

DECISION POINT: Should Council approve an amendment to the Finance Department’s staffing and budget, specifically approving the difference in wages between a Comptroller and a Finance Director/Treasurer classification to allow the appointment of a Finance Director/Treasurer?

HISTORY: In 2018, the City’s Finance Director/Treasurer was promoted to City Administrator. The Treasurer’s title and job duties remained with the new City Administrator. By Statute, the City Treasurer is an appointed position and is the custodian of all moneys belonging to the City. The Treasurer accounts for each fund or appropriation made in its annual budget appropriation or otherwise directed by the City Council. Since the City Administrator retained the title of Treasurer along with the Treasurer’s job duties in 2018, the City did not backfill the Finance Director position. At the same time, the City’s Deputy Finance Director had almost 30 years of work experience with the City’s Finance Department, and it was determined to reclassify the Deputy Finance Director (pay grade 15) as the Comptroller (pay grade 17).

The City’s Comptroller is retiring in May 2024 after 33 years of City service. The City Administrator currently has 23 years of City service. It is in the City’s best interest to plan ahead and fill the upcoming vacancy with an appointed Finance Director/Treasurer, allowing the City Administrator to step back from that position and its duties. Per Idaho Code § 50-204, the Mayor, with the consent of the City Council, must appoint a City Treasurer for the efficient operations of the City. Typical market comparisons (major Idaho cities, and cities of similar size and in the same geographic region) demonstrate that cities employ a Finance Director, Chief Financial Officer, or Finance Director/Treasurer to manage their Finance Departments. Some examples include the City of Boise, City of Twin Falls, City of Post Falls, City of Spokane, City of Meridian, City of Caldwell, City of Pocatello, Kootenai County, City of Sandpoint, City of Lewiston, and City of Nampa.

FINANCIAL ANALYSIS: Below are the annual wages for both the Comptroller and the Finance Director/Treasurer. The difference between pay grades results in an approximately 25% increase.

Comptroller:	pay grade 17 → \$85,259 - \$120,016
Finance Director/Treasurer:	pay grade 19 → \$106,974 - \$150,508

Our current Comptroller is maxed at \$120,016 in the current fiscal year budget. If we bring a new Finance Director/Treasurer in at the minimum, anticipating a hire date of June 1, 2024, there will be a savings in the remaining four months of the fiscal year of approximately \$4,350. Actual market wages of a Finance Director, using comparables, is \$131,081 annually. Therefore, the City should anticipate a hiring range of \$106,974 - \$131,081, which would mean a savings (at the minimum of the pay grade) of approximately \$4,350 up to an additional \$3,688 needed this fiscal year to provide a possible conditional

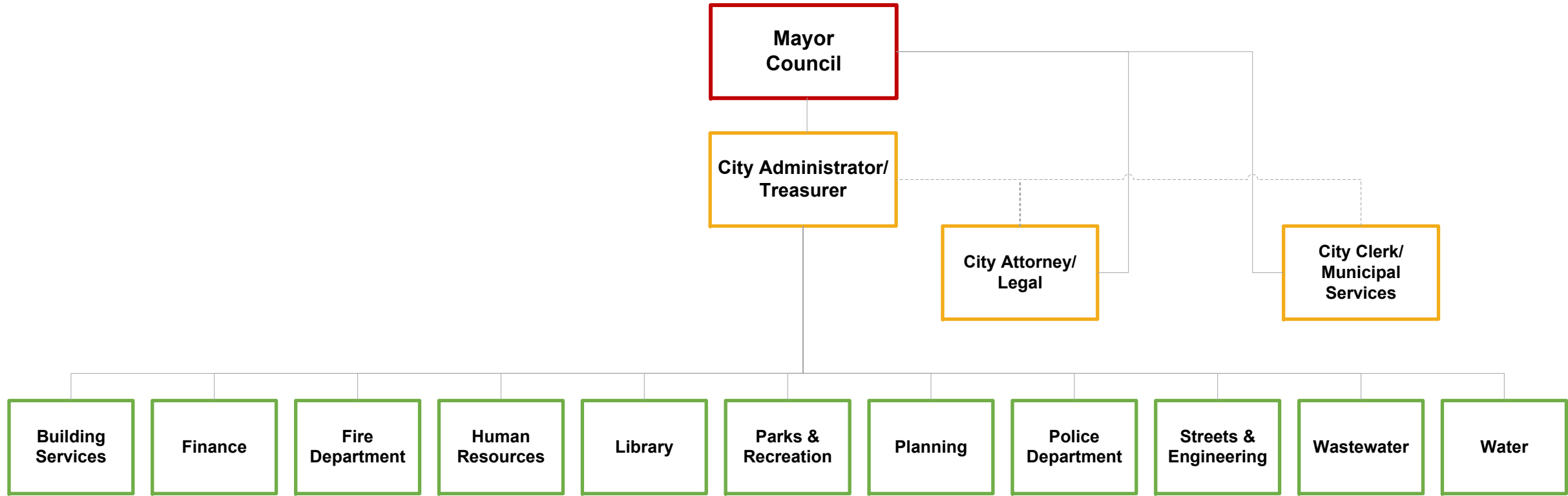
offer at current market rates. Thereafter, the budget would need to include the future annual performance increases with a long-term added difference in wages of \$30,492 annually at the maximum.

PERFORMANCE ANALYSIS: Authorizing the above noted amendments to the budget will provide an updated leveling for the duties and responsibilities needed for the Finance Director/Treasurer classification. It will also allow the City Administrator to relinquish the Treasurer duties. Prior to 2018, the Treasurer and City Administrator had always been different individuals.

RECOMMENDATION: Council should approve an amendment to the Finance Department's budget and staffing, specifically approving the difference in wages between a Comptroller and a Finance Director/Treasurer classification to allow the appointment of a Finance Director/Treasurer.



City of Coeur d'Alene Organizational Chart



Legend:

- Elected Official
- Appointed Officer
- Department

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER
DATE: FEBRUARY 6, 2024
SUBJECT: ZC-1-23: ZONE CHANGE FROM R-17(MO) TO C-17L(MO)
LOCATION: +/- 0.21 ACRE PARCEL LOCATED ON THE WEST SIDE
OF 4TH STREET AND NORTH OF E. FOSTER AVENUE
COMMONLY KNOWN AS NORTH 707 4TH STREET

APPLICANT/OWNER:

JPL Living Trust, Jay Lange
PO Box 2235
Priest River, ID 83856

DECISION POINT:

The applicant is requesting approval of a zone change from the R-17(MO) to the C-17L(MO) zoning district.

BACKGROUND INFORMATION:

The 0.21-acre parcel is located on the west side of 4th Street and north of E. Foster Avenue. There is an existing single-family dwelling located on the parcel which is currently being rented. Should the zone change request be approved, the owner would like to use the existing structure for a Professional and Administrative Office Use. The main floor of the existing structure is 1400 SF +/- with a 1400 SF basement. Future plans may be to construct a new office building to include residential living space above and/or behind. The applicant is aware that any future commercial use of the property would trigger improvements to accommodate the public including ADA. The subject property is currently zoned R-17 and is located in the Midtown Infill Overlay District (MO).

- *The Planning Commission considered the zone change request during their scheduled meeting on December 12, 2023. In a unanimous 7-0 vote, they recommended City Council consider approval of the request.*

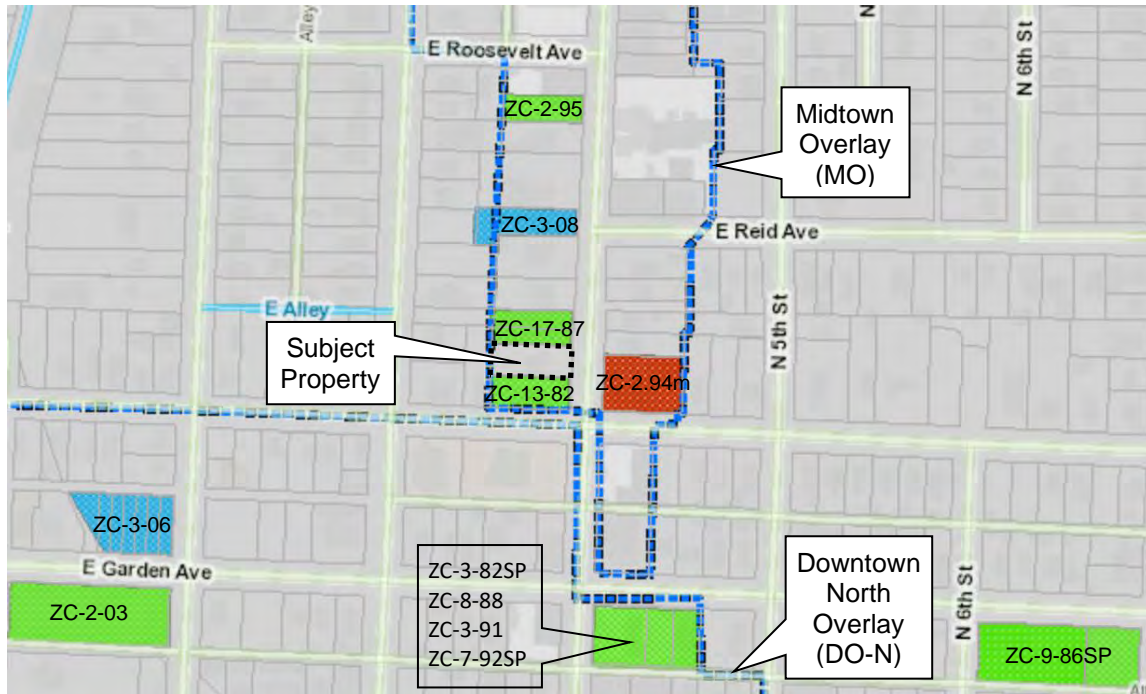
LOCATION MAP:



AERIAL PHOTO:



PRIOR ZONE CHANGE REQUESTS NEARBY:



Zone Changes (See corresponding map):

ITEM	FROM -	TO	LOCATION	DATE	PLAN COMM	CITY COUNCIL
ZC-13-82	R-17	C-17L	701 N 4TH ST	1983	Approved	Approved
ZC-9-86SP	R-8	R-17	602 E GARDEN	1986	Approved	Approved
ZC-17-87	R-17	C-17L	715 N 4TH ST	1988	Denied	Approved
ZC-3-82SP	R-8	C-17L	518 N 4TH	1982	Denied	N/A
ZC-8-88	C-17L/R-8	C-17/R-17	410 E	1989	Approved	Aprvd/Appeal
ZC-3-91	C-17L/R-8	C-17	GARDEN	1991	Approved	Denied
ZC-7-92SP	C-17L/(R-8)	(R-17/R-34)	418 E	1992	Approved	(Aprvd/Denied)
ZC-14-92 (prt)	C-17L	C-17	GARDEN	1992	Denied	N/A
ZC-2-95	R-17	C-17	749 N 4TH ST	1995	Approved	Approved
ZC-3-06	R-17	C-17L	117 E GARDEN	2006	Withdrawn	Withdrawn
ZC-2-94	R-17	C-17L	702 N 4 TH ST	1994	Approved	Approved
ZC-2-94m*	Modify	Conditions		/2007	Denied	/Mod. Denied
ZC-3-08	R-17	NC	729 N 4 TH ST	2008	Withdrawn	Withdrawn

The subject property is nearby to a mix of previous zone change requests that include: approvals, denials, withdrawn requests, and a court case overturning City Council's decision (1988).

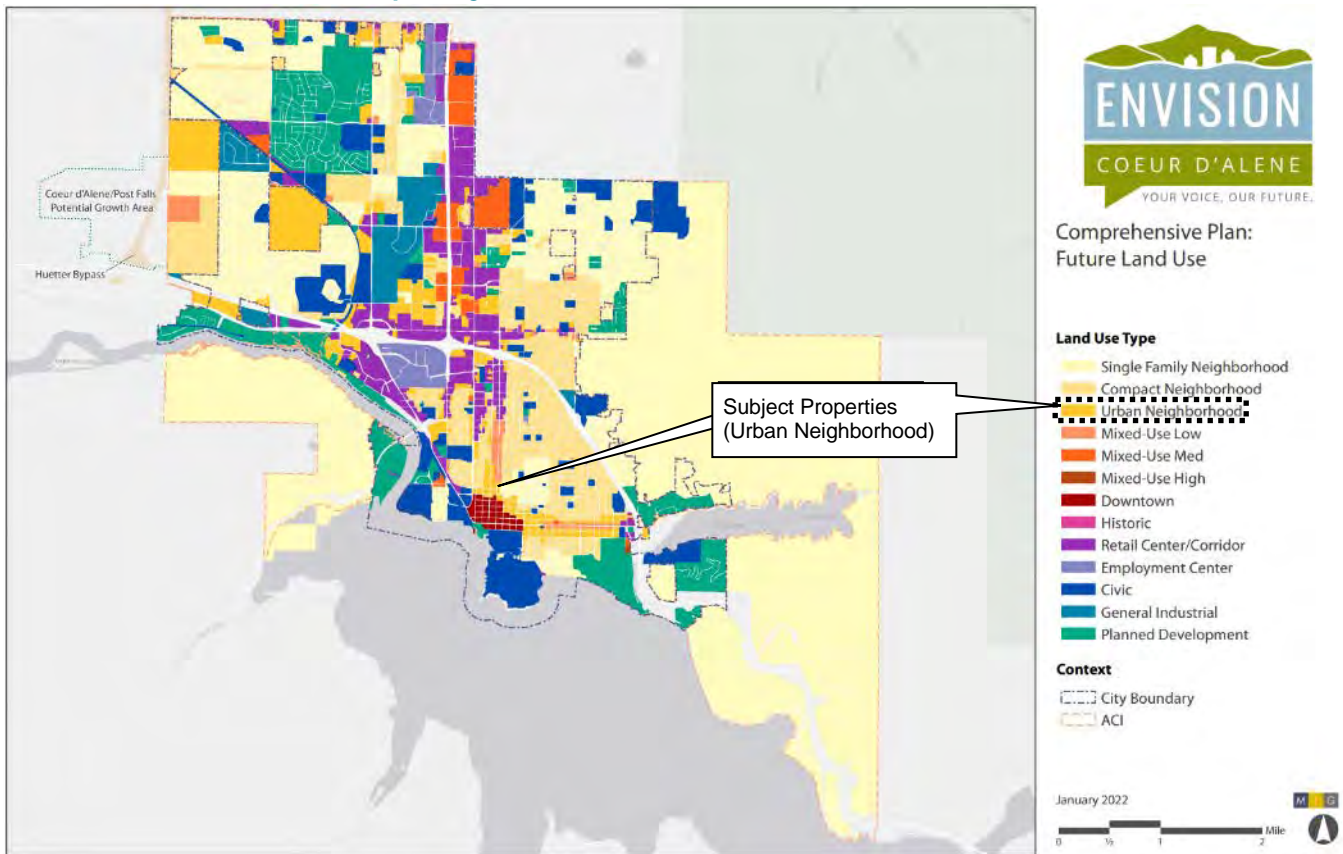
REQUIRED FINDINGS FOR A ZONE CHANGE REQUEST:

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

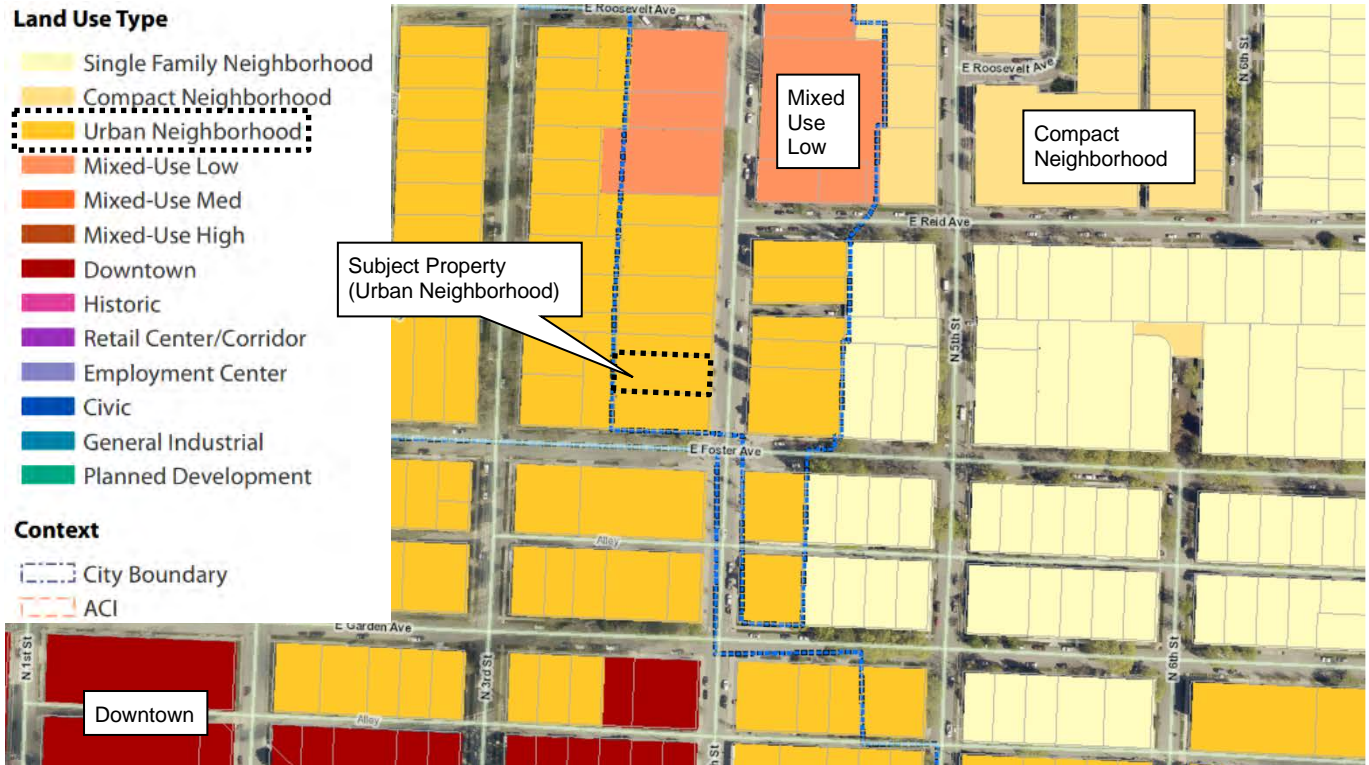
2022-2042 COMPREHENSIVE PLAN- LAND USE CATEGORY:

- The subject property is within the existing city limits.
- The Future Land Use Map designates this area as Urban Neighborhood:

Future Land Use Map (City Context):



Future Land Use Map (Neighborhood Context):



Place Types

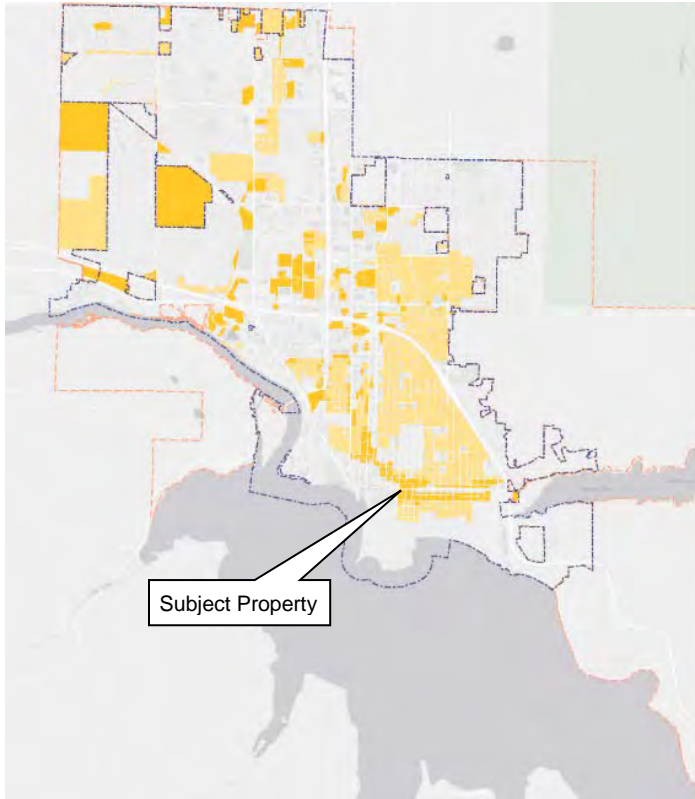
Place Types represent the form of future development, as envisioned by the residents of Coeur d’Alene. These Place Types provide the policy-level guidance that will inform the City’s Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, adjacencies, and allowed uses.

Urban Neighborhood

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L

Urban & Compact Neighborhood Map:



Urban Neighborhood



Key Characteristics

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with a gridded street pattern, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, often adjacent to mixed-use districts. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Transportation

- Gridded street pattern with internal streets in building complexes
- Should include high ease-of-use pedestrian and bicycle facilities

Typical Uses

- Primary: Multifamily residential
- Secondary: Neighborhood parks and recreation facilities, parking, office, commercial



Building Types

- Apartments, condominiums, townhomes

Compatible Zoning

- R-17 and R-34SUP; NC, CC, C17, and C17L

Comprehensive Plan Policy Framework:

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

OBJECTIVE GD 1.3

Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Goal GD 3: Support the development of a multimodal transportation system for all users.

Objective GD 3.1: Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

Objective GD 3.2: Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.

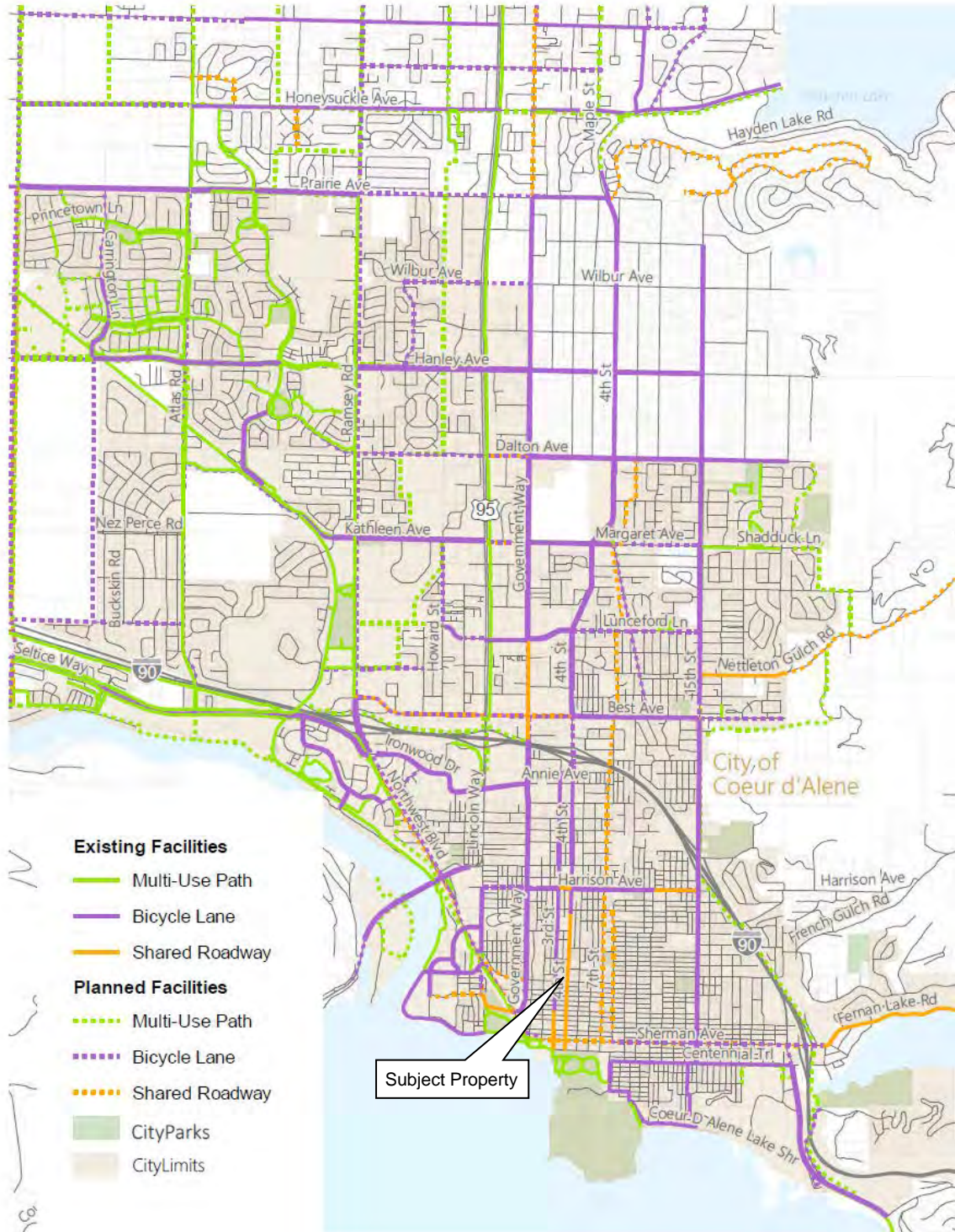
Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses

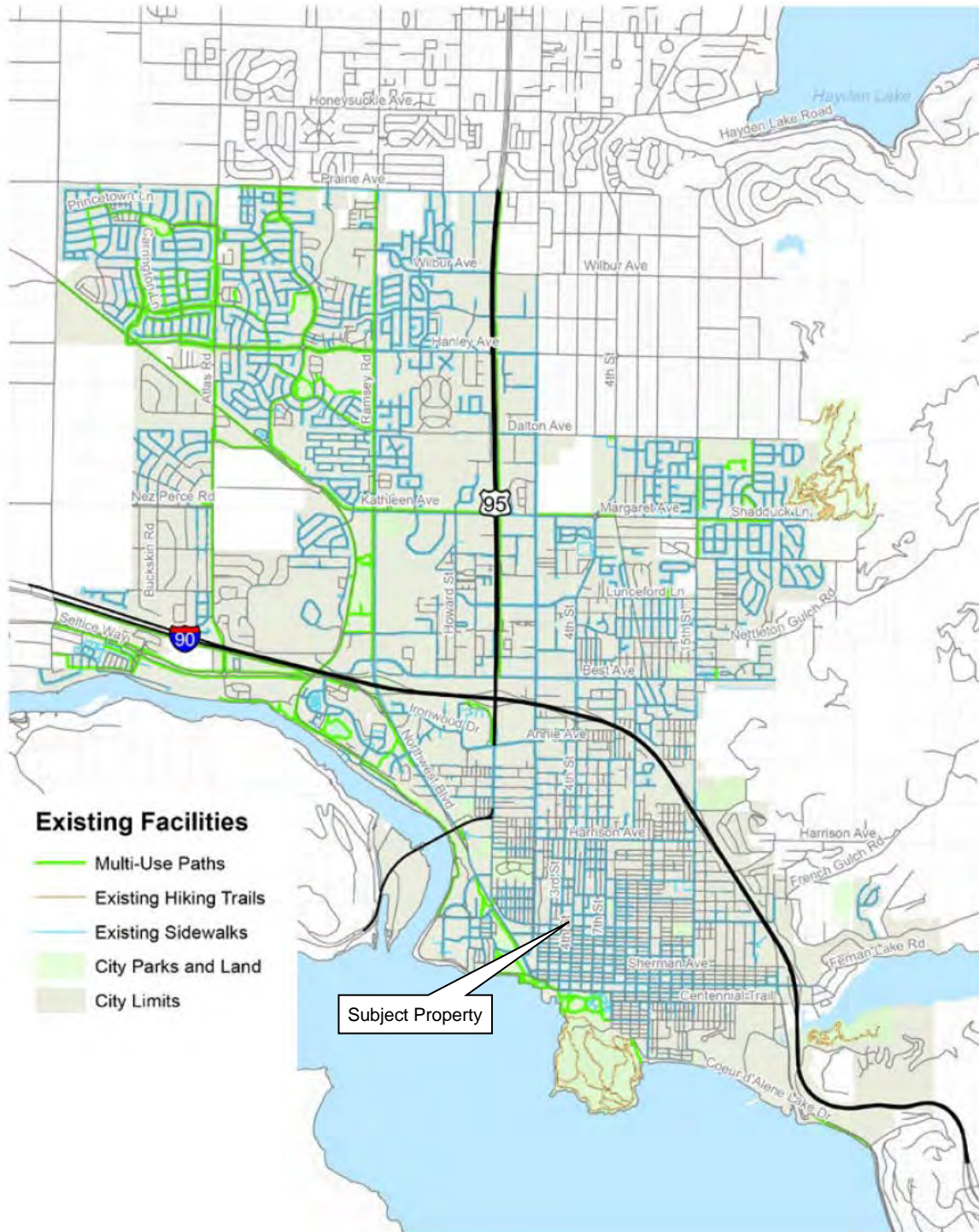
Objective JE 1.2: Foster a pro-business culture that supports economic growth.

Transportation:

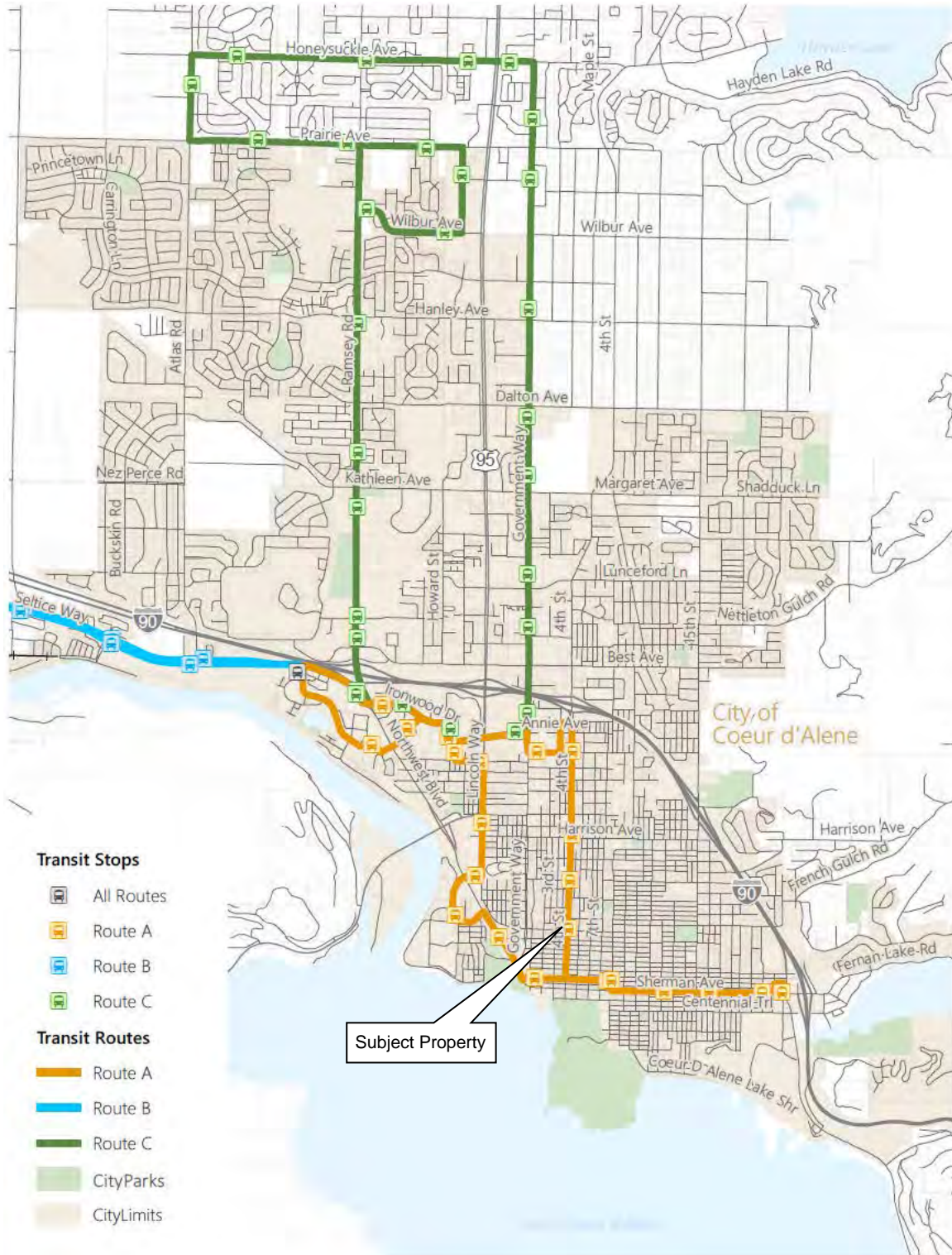
Existing and Planned Bicycle Network:



Existing and Planned Walking Network:



Existing Transit Network:



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

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

STORMWATER:

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

- Submitted by Chris Bosley, City Engineering

STREETS:

The subject property is bordered by 4th Street to the east. No street improvements are necessary for this proposed development. Any sidewalk deficiencies must be brought into ADA compliance with any construction on the site.

- Submitted by Chris Bosley, City Engineering

WATER:

There is adequate capacity in the public water system for 707 N 4th St., which is currently served by a ¾" water meter.

-Submitted by Kyle Marine, Water Department Director

WASTEWATER:

City sewer is already on this property from the west in a sewer easement along the property line. Wastewater Policy #716 allows only one appropriately sized sewer lateral to serve each legally recognized parcel. 'One parcel, One service. (One Lot, One Lateral)

The Subject Property is within the City of Coeur d'Alene and in accordance with the 2023 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this Zone Change request as proposed.

-Submitted by Larry Parsons, Wastewater Utility Project Manager

FIRE:

The Fire Department works with the Engineering, Water, and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents.

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings

requiring a fire sprinkler system) will be reviewed prior to Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals with the corrections to the below conditions.

-Submitted by Bobby Gonder, Fire Inspector / MIAAI – CFI

POLICE:

The Police Department does not have concerns with the proposed zone change.

-Submitted by Jeff Walther, Patrol Captain

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

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

PHYSICAL CHARACTERISTICS:

There is an existing single-family structure on the subject property. Directly to the north and south of the subject property are existing single-family homes that are grandfathered professional office uses, each with varying degrees of commercial improvements (parking). To the south of the nearest intersection (N. 4th Street & E Foster Ave.) is a Fire Station. To the east, across 4th Street, is an Attorney's office, a CityLink bus stop, and single-family homes. The area retains various mature trees and other vegetation. There are no topographical constraints that would make the subject property unsuitable to the request, however, the configuration of the existing structure could present future parking challenges.

The site is generally flat as is the over-all location. Midtown has seen significant change and investment over the last decade, from public corridor improvements, rehab of several out-of-date storefronts, to a substantial under construction mixed-use project.

PHOTOS OF AREA:

Looking west across 4th Street at the subject property showing street improvements (sidewalks, street trees in grates, and driveways):



Unobstructed view of existing home on subject property:



Looking SW at the intersection of N. 4th Street and E. Foster Avenue showing grandfathered single-family converted professional office and Fire Station #1:



Streetscape as viewed from E. Foster Avenue looking north along N. 4th Street (arrow pointing to subject property):



View looking east across N. 4th Street toward single-family homes and Attorney's office (Citylink stop circled):



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

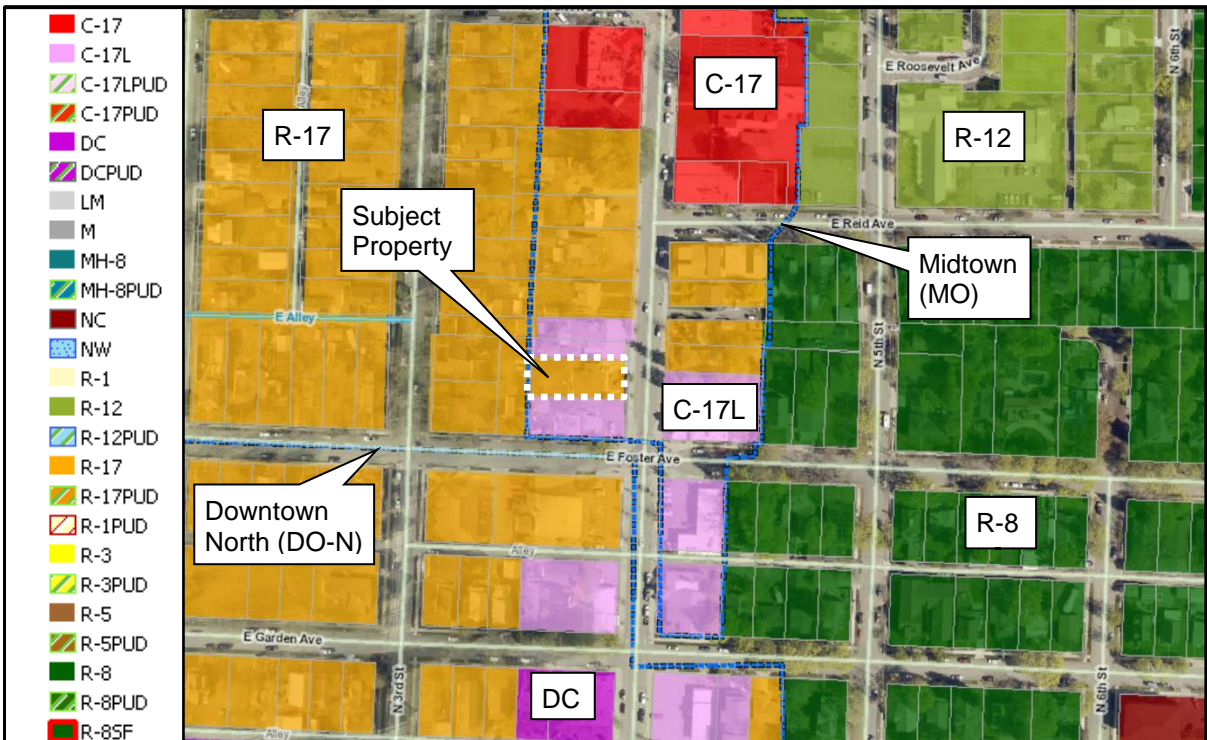
Finding #B11:

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

GENERALIZED LAND USE PATTERN:



ZONING MAP:



TRAFFIC:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. The applicant states that there is an intent to convert the property for use as a small counseling office and apartment. The ITE Trip Generation Manual states that traffic from a single apartment unit is expected to be about 7 trips per day. Unfortunately, the ITE Trip Generation Manual does not define a land use code applicable to counseling services and therefore provides no guidance. However, with typical counseling sessions lasting one hour, it could be extrapolated that fewer than 10 trips per day would be generated by patients. Additional trips generated by deliveries, employees, etc. are expected to be minimal.

-Submitted by Chris Bosley, City Engineering

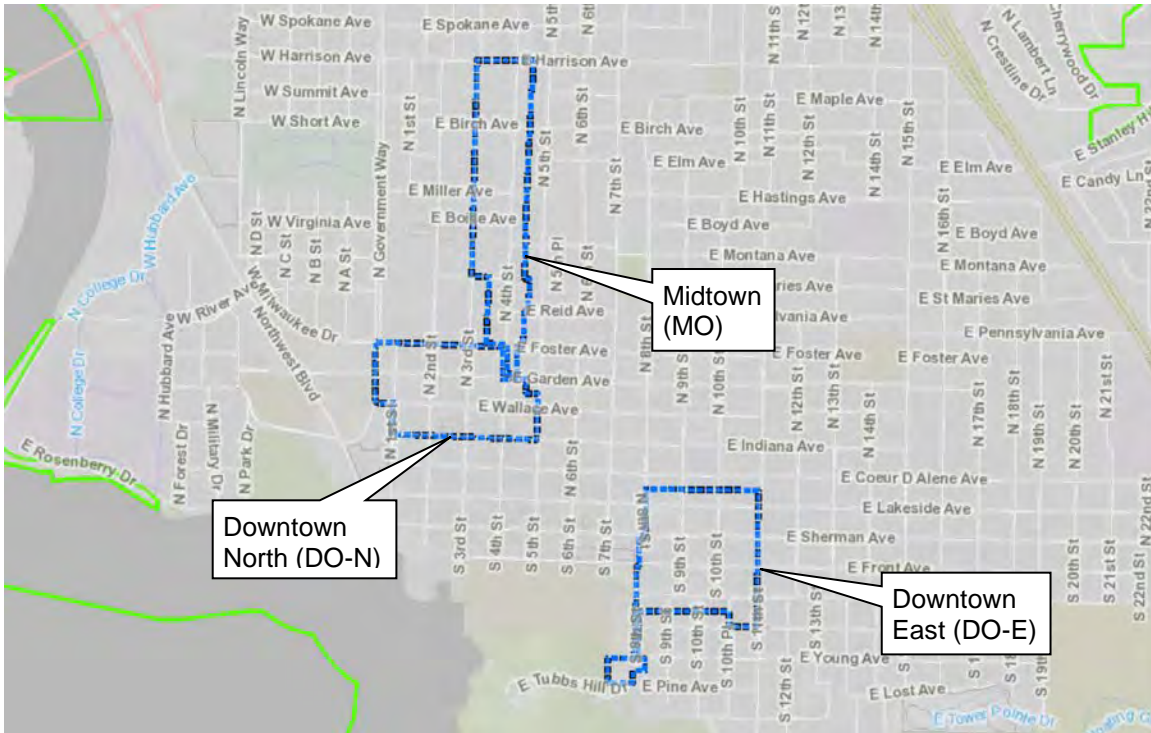
NEIGHBORHOOD CHARACTER:

INFILL OVERLAY DISTRICTS

17.07.900: Purpose:

The purpose of these regulations is to establish infill overlay districts and to prescribe procedures whereby the development of lands within these infill overlay districts can occur in a manner that will encourage infill development while protecting the surrounding neighborhoods. It is the intent of these development standards to encourage a sensitive form of development and to allow for a reasonable use that complements the visual character and the nature of the city.

District Boundaries:



A. Districts Described:

The following Infill Overlay Districts are subject to the provisions of this Article:

3. Midtown Overlay (MO)

The intent of this district is to create a lively, neighborhood business district with a mixture of uses, including retail, services, and residential. Storefronts would be relatively continuous along the street within the core of the district. Housing would be encouraged both above and behind commercial uses. Traffic calming measures would be applied and there would be an emphasis on creating a streetscape that would offer safety, convenience and visual appeal to pedestrians.

17.07.915: Permitted Activity Groups/Uses:

A. Activity Groups/Uses Allowed in the Underlying Zoning District Generally Permitted:

All Activity Groups/Uses permitted within the underlying zoning district shall be allowed, unless otherwise noted in this section.

B. Activity Groups/Uses Expressly Prohibited in All Three Overlay Districts:

The following Activity Groups/Uses are expressly prohibited in all infill overlay districts:

1. Criminal Transitional Facilities.
2. Juvenile Offenders Facilities.
3. Adult Entertainment.
4. Adult Entertainment Retail Sales.
5. All other uses that includes the outdoor storage of inventory, materials, or supplies.

17.05.580: PERMITTED USES; PRINCIPAL (Proposed Zone):

Principal permitted uses in a C-17L district shall be as follows:

- Administrative offices.
- Automobile parking when serving an adjacent business or apartments.
- Banks and financial establishments.
- Boarding house.
- Childcare facility.
- Commercial film production.
- Community assembly.
- Community education.
- Duplex housing
- Essential service.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home occupation.
- Hospitals/healthcare.
- Juvenile offenders facility.
- Multiple-family housing
- Neighborhood recreation.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishment.
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Single-family detached housing

PROPOSED CONDITIONS:

None

ORDINANCES & STANDARDS USED FOR EVALUATION:

2022-2042 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2021 Parks Master Plan
2017 Trails & Bikeways Master Plan

CITY COUNCIL ACTION ALTERNATIVES:

The City Council, pursuant to the aforementioned, finds that the request of Jay Lange for a zone change to C-17L(MO) should be approved or denied.

Attachment: Applicant's Narrative and Comprehensive Plan Goals & Objectives

City Council Meeting



February 6, 2023

ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
707 N. 4th Street (+/-0.21 acre)

APPLICANT/OWNER:

JPL Living Trust, Jay Lange
PO Box 2235
Priest River, ID 83856

DECISION POINT:

The applicant is requesting approval of a zone change from the R-17(MO) to the C-17L(MO) zoning district.



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Description & Notice

SIZE / LOCATION:

A +/- 0.21 acre parcel located on the west side of 4th street and north of East Foster Avenue commonly known as North 707 4th Street.

LEGAL NOTICE:

Published in the CDA Press on January 20, 2024, the subject property posted January 24, 2024, with 74 mailings sent to owners within 300' of the subject property on January 22, 2024, per the city's legal noticing requirements.



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Aerial Photo (Area Context)

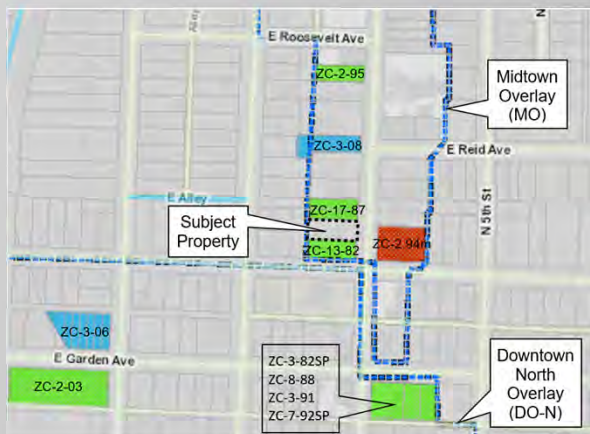


ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Aerial Photo (Site Context)



ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Prior Zone Change Requests

ITEM	FROM -	TO	LOCATION	DATE	PLAN COMM	CITY COUNCIL
ZC-13-82	R-17	C-17L	701 N 4TH ST	1983	Approved	Approved
ZC-9-86SP	R-8	R-17	602 E GARDEN	1986	Approved	Approved
ZC-17-87	R-17	C-17L	715 N 4TH ST	1988	Denied	Approved
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ZC-8-88	C-17L/R-8	C-17/R-17	518 N 4TH	1989	Approved	Aprvd/Appeal Denied
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ZC-7-92SP	C-17L/(R-8)	(R-17/R-34)	418 E GARDEN	1992	Approved	(Aprvd/Denied)
ZC-14-92	C-17L	C-17	418 E GARDEN	1992	Denied	N/A
(prt)						
ZC-2-95	R-17	C-17	749 N 4TH ST	1995	Approved	Approved
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ZC-2-94m*	Modify	Conditions		/2007	Denied	/Mod. Denied
ZC-3-08	R-17	NC	729 N 4TH ST	2008	Withdrawn	Withdrawn



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Required Findings

Finding #B8:

That this proposal (is) (is not) in conformance with the Comprehensive Plan.

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

Finding #B10:

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

Finding #B11:

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

ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Comprehensive Plan

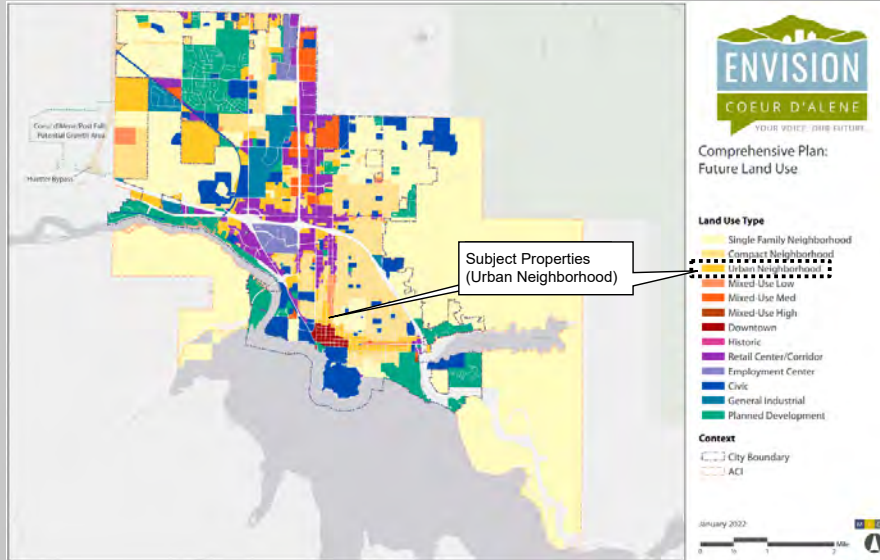
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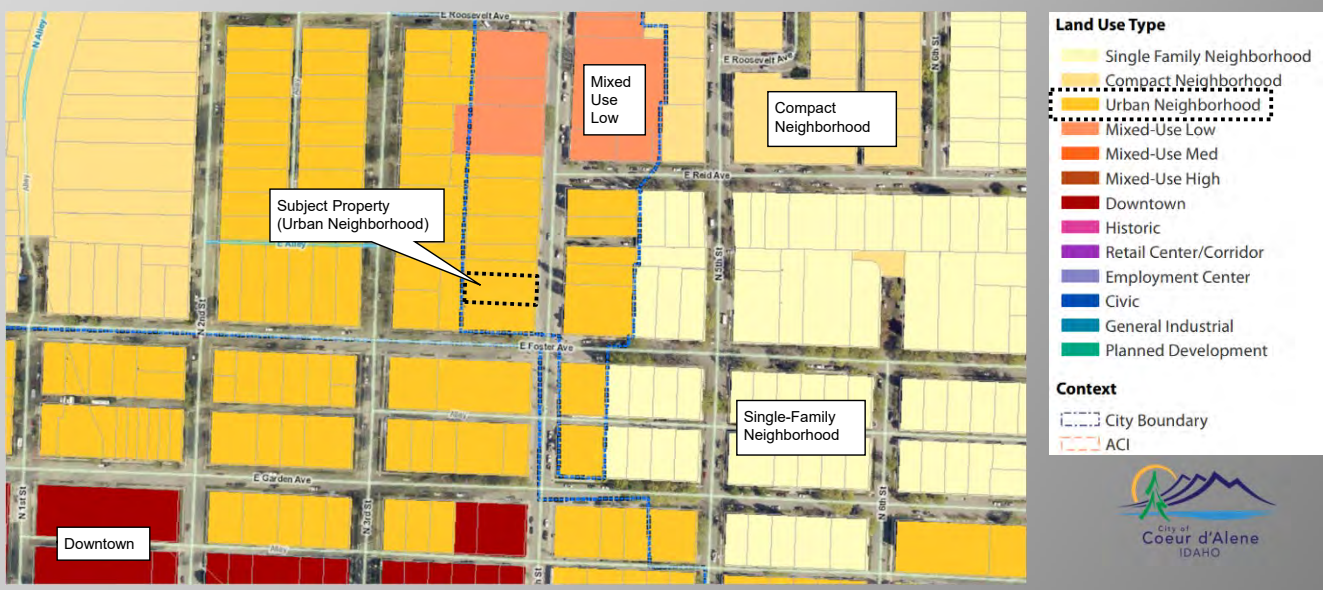
1. The subject property is within city limits.
2. The City's 2022-2042 Comprehensive Plan categorizes this area as:
 - **Urban Neighborhood Place Type**



ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Future Land Use Map (City Context)



ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Future Land Use Map (Neighborhood Context)



ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Urban Neighborhood


Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L



ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Urban Neighborhood

Urban Neighborhood




Transportation

- Gridded street pattern with internal streets in building complexes
- Should include high ease-of-use pedestrian and bicycle facilities

Typical Uses

- Primary: Multifamily residential
- Secondary: Neighborhood parks and recreation facilities, parking, office, commercial


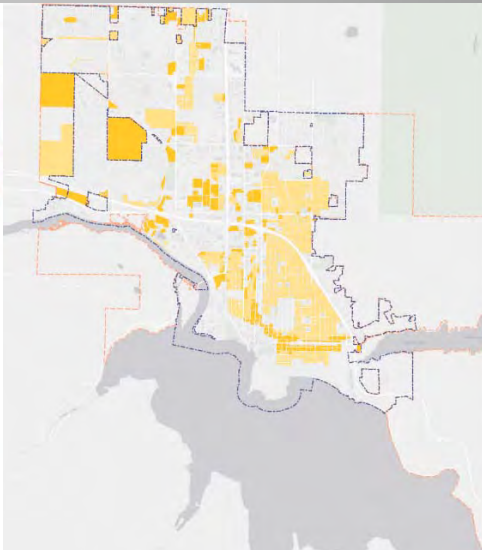


Building Types

- Apartments, condominiums, townhomes

Compatible Zoning

- R-17 and R-34SUP; NC, CC, C17, and C17L



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Partial Comprehensive Plan Policy Framework

Community & Identity

Goal CI 1: Coeur d’Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3: Coeur d’Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Partial Comprehensive Plan Policy Framework

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d’Alene a great place to live.

Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

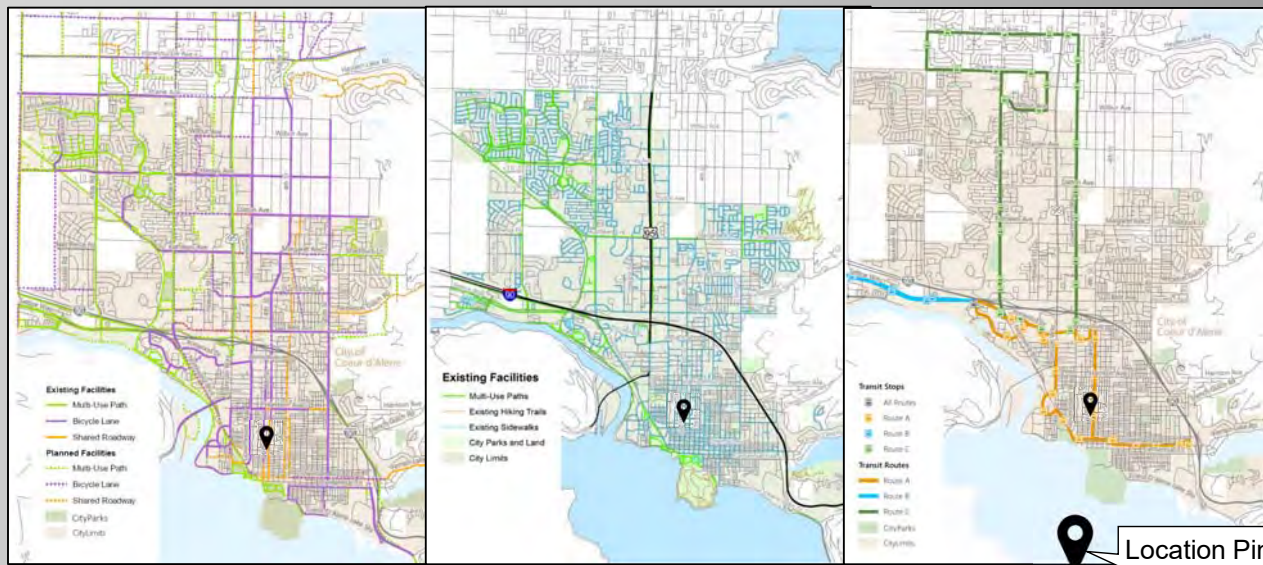
Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Bicycle Network - Walking Network - Transit Network



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Staff Comments (Public Facilities & Utilities)

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

- City staff from Stormwater, Streets, Water, Fire, and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed request.
- No objection to this zone change request was raised. Department comments may be found on pages 10-11 of the staff report.

ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Physical Characteristics

Finding #B10:

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

The site is generally flat as is the over-all location. Midtown has seen significant change and investment over the last decade, from public corridor improvements, rehab of several out-of-date storefronts, to a substantial under construction mixed-use project.



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Site Photos

Looking west across 4th Street at the subject property showing street improvements (sidewalks, street trees in grates, and driveways):



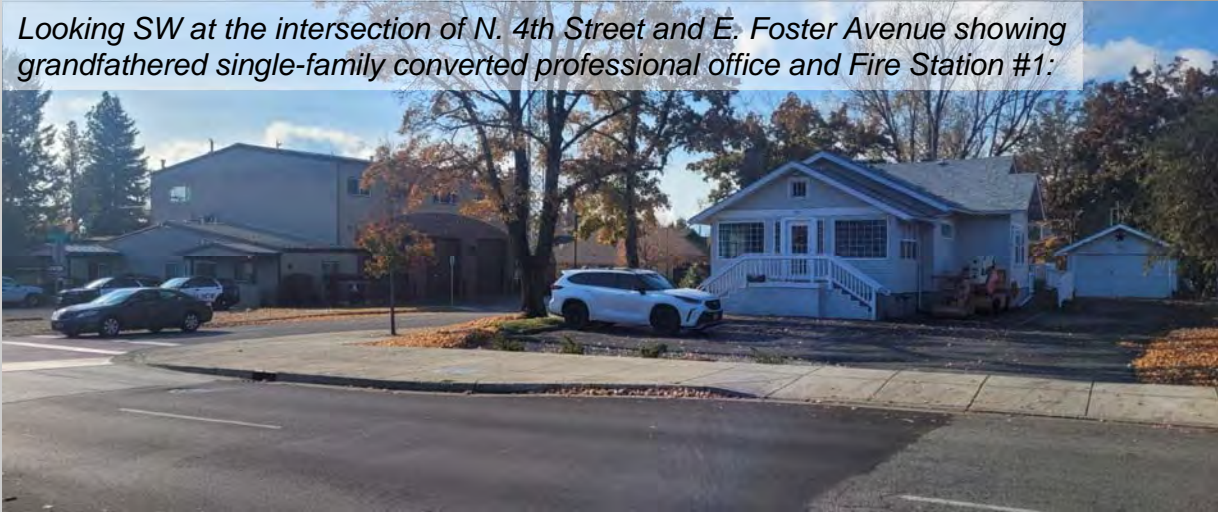
ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Site Photos

Unobstructed view of existing home on subject property:



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Site Photos

Looking SW at the intersection of N. 4th Street and E. Foster Avenue showing grandfathered single-family converted professional office and Fire Station #1:



Streetscape as viewed from E. Foster Avenue looking north along N. 4th Street (arrow pointing to subject property):

ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Site Photos

Streetscape as viewed from E. Foster Avenue looking north along N. 4th Street (arrow pointing to subject property):



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Site Photos

View looking east across N. 4th Street toward single-family homes and Attorney's office (Citylink stop circled):



ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Traffic, Character, & Land Uses

Finding #B11:

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

TRAFFIC:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. The applicant states that there is an intent to convert the property for use as a small counseling office and apartment. The ITE Trip Generation Manual states that traffic from a single apartment unit is expected to be about 7 trips per day. Unfortunately, the ITE Trip Generation Manual does not define a land use code applicable to counseling services and therefore provides no guidance. However, with typical counseling sessions lasting one hour, it could be extrapolated that fewer than 10 trips per day would be generated by patients. Additional trips generated by deliveries, employees, etc. are expected to be minimal.

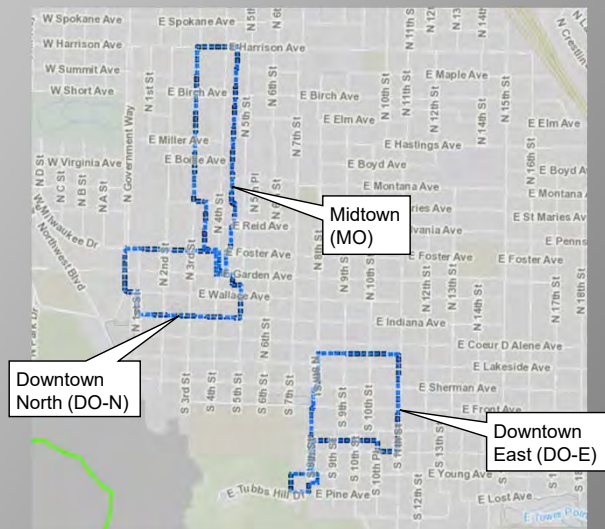
-Submitted by Chris Bosley, City Engineer

ZC-1-23: Zone change from R-17(MO) to C-17L(MO) Neighborhood Character

INFILL OVERLAY DISTRICTS

17.07.900: Purpose:

The purpose of these regulations is to establish infill overlay districts and to prescribe procedures whereby the development of lands within these infill overlay districts can occur in a manner that will encourage infill development while protecting the surrounding neighborhoods. It is the intent of these development standards to encourage a sensitive form of development and to allow for a reasonable use that complements the visual character and the nature of the city.



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Neighborhood Character

Midtown Overlay (MO)

The intent of this district is to create a lively, neighborhood business district with a mixture of uses, including retail, services, and residential. Storefronts would be relatively continuous along the street within the core of the district. Housing would be encouraged both above and behind commercial uses. Traffic calming measures would be applied and there would be an emphasis on creating a streetscape that would offer safety, convenience and visual appeal to pedestrians.

C-17L uses by right and Infill Overlay use limitations are found on pg. 16 of your staff report.

ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
General Review of Floor Area Ratio (F.A.R.)

Overlay District	Non-Residential Use		Residential Use		Combined
	Basic	With Bonuses	Basic	With Bonuses	
DO-N	.3	.9	1.0	2.0	2.9
DO-E	.3	.6	.5	1.0	1.6
MO	.5	1.0	1.0	2.0	3.0

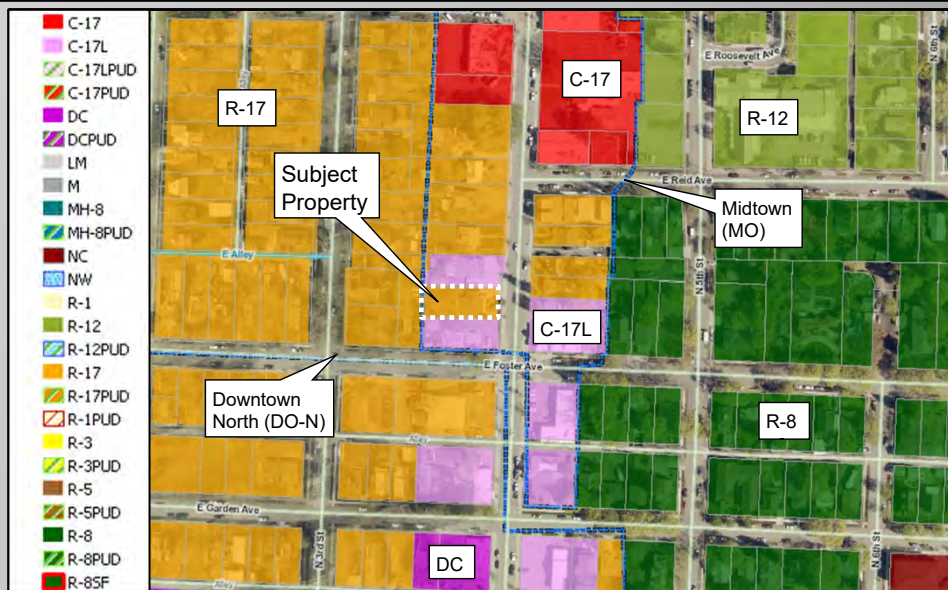
*** Subject property measures 9,016.92 Sq. Ft.**



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Land Use Map



ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
Zoning Map




ZC-1-23: Zone change from R-17(MO) to C-17L(MO)
707 N. 4th Street (+/-0.21 acre)

CITY COUNCIL ACTION ALTERNATIVES:

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change (does) (does not) comply with the required evaluation criteria and recommends that the City Council (does) (does not) adopt the C-17L(MO) zoning.





APPLICANT'S APPLICATION



ZONE CHANGE APPLICATION

STAFF USE ONLY

Date Submitted: 9/21/23 Received by: [Signature] Fee paid: 1506⁰⁰ Project # ZC-1-23

REQUIRED SUBMITTALS

Application Fee: \$ 1,200.00

Publication Fee: \$300.00

Mailing Fee: \$6.00 per hearing

**Public Hearing with the Planning Commission and City Council required*

\$1506⁰⁰

A **COMPLETE APPLICATION** is required at time of application submittal, as determined and accepted by the Planning Department located at <http://cdaid.org/1105/departments/planning/application-forms>.

PAID
SEP 27 2023
CITY OF COEUR D'ALENE

- Completed application form
- Application, Publication, and Mailing Fees
- A report(s) by an Idaho licensed Title Company:** Owner's list and three (3) sets of mailing labels with the owner's addresses prepared by a title company, using the last known name/address from the latest tax roll of the County records. This shall include the following:
 1. All property owners within 300ft of the external boundaries. *** Non-owners list no longer required***
 2. All property owners with the property boundaries.
- A report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company and a copy of the tax map showing the 300ft mailing boundary around the subject property. The report(s) shall be a full Title Report and include the Listing Packet.
- A written narrative:** Including zoning, how proposal relates to the 2007 Comprehensive Plan Category, Neighborhood Area, applicable Special Areas and appropriate Goals and Policies, and Policies and how they support your request.
- A legal description:** in MS Word compatible format.
- A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.

DEADLINE FOR SUBMITTALS

The Planning Commission meets on the second Tuesday of each month. The completed form and other documents must be submitted to the Planning Department not later than the first working day of the month that precedes the next Planning Commission meeting at which this item may be heard.

PUBLIC HEARING NOTICE SIGN TO BE POSTED ON SUBJECT PROPERTY:

The applicant is required to post a public hearing notice, provided by the Planning Department, on the property at a location specified by the Planning Department. This posting must be done one (1) week prior to the date of the Planning Commission meeting at which this item will be heard. An affidavit testifying where and when the notice was posted, by whom, and a picture of the notice posed on the property is also required and must be returned to the Planning Department.

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD:

I have read and consent to the filing of this application as the owner of record of the area being considered in this application.

Name: JAY Lange Telephone No.: 208-582-1121

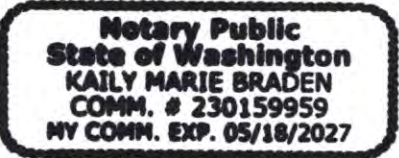
Address: PO 2235 Priest River ID 83856

Signed by Owner: [Signature]

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 27 day of September, 2023.

Notary Public for ^{Washington} ~~Idaho~~ Residing at: 330 N Washington Ave Newport WA 99156



My commission expires: 5.18.27

Signed: Kaily Marie Braden
(notary)

For multiple applicants or owners of record, please submit multiple copies of this page.

I (We) the undersigned do hereby make petition for a zone change of the property described in this petition, and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS _____ DAY OF _____ 20____

REQUIRED CERTIFICATIONS:

OWNERSHIP LIST:

Attached is a listing of the addresses of all property owners within 300 feet of this request as described under "Submittals".

The list was compiled by Alliance Title on 9-15-23.
(title company) (date)

RESIDENTS LIST:

Attached is a listing of the addresses of all residences that are not owner-occupied within 300 feet of this request as described under "Submittals".

The list was compiled by Alliance Title on 9-15-23.
(name) (date)

CERTIFICATION OF APPLICANT:

I, JAY LANGR, being duly sworn, attests that he/she is the applicant of this
(Insert name of applicant)

request and knows the contents thereof to be true to his/her knowledge.

Signed:

[Signature]
(applicant)

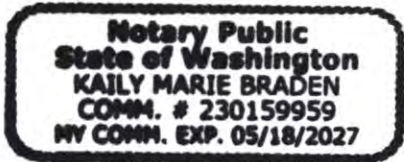
Notary to complete this section for applicant:

Subscribed and sworn to me before this 27 day of September, 2023.

Notary Public for ~~Idaho~~ ^{Washington} Residing at: ~~Mountain~~ 330 N Washington Ave Newport WA 99156

My commission expires: 5-18-27

Signed: Kaily Marie Braden
(notary)



City of Coeur d'alene
710 E Mullan Ave,
Coeur d'Alene, ID 83814

Attn: CDA Planning Dept.

This location is currently zoned R17 in the MO special area requiring unique planning. I am requesting the zoning to be changed to C17L.

The property is currently being used as a rental.

Expanding on my interest to change the zoning of 707 N 4th street. My interest in changing the zoning to C17L is to create professional office space utilizing the current building that consist of approx. 1400sqft as professional office space at ground level an additional approx. 1400sqft of space in the basement that would be utilized as storage. I would bring the existing building up to current code and ADA requirements as required. Additionally, I would ensure adequate parking for its intended use with a hammer head drive to providing safe ingress and egress to the property. My daughter has received her Masters Degree as a licensed therapist for drug and mental health and would like to run her practice here in Couer d' alene. This building and location would make an ideal place for that to occur with a minimal amount of daily traffic impact.

With the properties on each side zoned commercial (C17L) changing the zoning on this parcel to C17L will allow this property to follow suit with the special area designation "MO" and the surrounding area. Allowing commercial/professional storefront on the street frontage with the potential to allow residential above and/or behind the frontage.

Thank you for your consideration.

Jay Lange
208-582-1121

Legal Description of

707 N. 4th St Coeur D' Alene, ID 83856

A part of Lots four, five and six (4, 5 and 6) in Block three (3) of the Town of Coeur d'Alene, according to the corrected plat of said Town of Coeur d'Alene and Kings Addition, according to the corrected Plat recorded in Book C of Plats at Page(s) 144, Records of Kootenai County, Idaho, and particularly described as follows:

Commencing at a point on the East line of said Block 3, 60 feet North of the Southeast corner of said Block, running thence North along the East line of said Block 60 feet; thence

At right angles West a distance of 150 feet to the West line of Lot 4 in said Block 3, running thence at right angles South along the West line of Lot 4 of said Block 3 a distance of 60 feet, running thence at right angles East a distance of 150 feet to the Point of Beginning, being a lot 60 feet by 150 feet in size

APPLICATION INFORMATION

PROPERTY OWNER: JPL Living trust		
MAILING ADDRESS: PO 2235		
CITY: Priest River	STATE: ID	ZIP: 83856
PHONE: 208 582-1121	FAX:	EMAIL: ContinuelP@Gmail.com
APPLICANT OR CONSULTANT: JAY Lange		STATUS: ENGINEER OTHER
MAILING ADDRESS: PO 2235		
CITY: Priest River	STATE: ID	ZIP: 83856
PHONE: 208 582-1121	FAX:	EMAIL: ContinuelP@Gmail.com

FILING CAPACITY

- Recorded property owner as to of _____
- Purchasing (under contract) as of _____
- The Lessee/Renter as of _____
- Authorized agent of any of the foregoing, duly authorized in writing. (Written authorization must be attached)

SITE INFORMATION:

PROPERTY LOCATION OR ADDRESS OF PROPERTY: 707 4th St Coeur d Alene		
EXISTING ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input type="checkbox"/> R-1 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input type="checkbox"/> C-17 <input type="checkbox"/> C-17L <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>		
PROPOSED ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input type="checkbox"/> R-1 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input type="checkbox"/> C-17 <input type="checkbox"/> C-17L <input checked="" type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>		
TAX PARCEL #:	EXISTING ZONING:	TOTAL NET AREA/ACRES:
GROSS AREA/ACRES:	CURRENT LAND USE: Residential	ADJACENT LAND USE: Commercial
DESCRIPTION OF PROJECT/REASON FOR REQUEST:		

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

ZC-1-23

A. INTRODUCTION

This matter having come before the City Council on, February 6, 2024, to consider ZC-1-23, a request for a zone change from R-17(MO) to C-17L(MO) zoning district.

APPLICANT: JPL Living Trust, Jay Lange

LOCATION: A +/- 0.21 acre parcel located on the west side of 4th Street and north of E. Foster Avenue, commonly known as N. 707 4th Street, legally described as: A part of Lots four, five and six (4, 5 and 6) in Block three (3) of the Town of Coeur d'Alene, according to the corrected plat of said Town of Coeur d'Alene and Kings Addition, according to the corrected Plat recorded in Book C of Plats at Page(s) 144, Records of Kootenai County, Idaho.

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A20, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

- A1. The notice of public hearing was published on January 20, 2024, which fulfills the legal requirement for the zoning change request.

- A2. The notice of public hearing was posted on the property on January 24, 2024, which fulfills the proper legal requirement.

- A3. Seventy-four (74) notices of public hearing were mailed to all property owners of record within three hundred feet (300') of the subject property on January 22, 2024, which fulfills the legal requirement.

- A4. Notice of intent to rezone the property was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing scheduled by the Commission.

- A5. Public testimony was received at a public hearing on February 6, 2024.

- A6. The subject property is +/- 0.21 acre.
- A7. The subject property is within the City Limits and bordered by N. 4th Street to the east and north of Foster Avenue.
- A8. The existing zoning is residential at seventeen units per gross acre in the midtown infill overlay district, abbreviated as: R-17(MO. Municipal Code § 17.07.910(A)(3) describes the Midtown Overlay (MO) district as “a lively, neighborhood business district with a mixture of uses, including retail, services, and residential. Storefronts would be relatively continuous along the street within the core of the district. Housing would be encouraged both above and behind commercial uses. Traffic calming measures would be applied and there would be an emphasis on creating a streetscape that would offer safety, convenience and visual appeal to pedestrians.”
- A9. The Comprehensive Plan Future Land Use Map designation is the Urban Neighborhood Place Type.
- A10. The Place Types in the Comprehensive Plan represent the form of future development, as envisioned by the residents of Coeur d’Alene. These Place Types will, in turn, provide the policy level guidance that will inform the City’s Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, adjacencies, and allowed uses.
- A11. Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development. *Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L*
- A12. The Comprehensive Plan Goals, Objectives and Policies that are applicable to this matter are as follows:

Community & Identity

Goal CI 1:

Coeur d’Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1:

Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3

Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

Goal GD 1

Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

OBJECTIVE GD 1.1

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

OBJECTIVE GD 1.3

Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

OBJECTIVE GD 3.2

Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.

Jobs & Economy

Goal JE 1

Retain, grow, and attract businesses

OBJECTIVE JE 1.2

Foster a pro-business culture that supports economic growth.

(The commission may add other goals and objectives here, which are also included in their entirety as an attachment to the staff report)

- A13. There is an existing single-family structure on the subject property. Directly to the north and south of the subject property are existing single-family homes that are grandfathered professional office uses, each with varying degrees of commercial improvements (parking). To the south of the nearest intersection (N. 4th Street & E Foster Ave.) is a Fire Station. To the east, across 4th Street, is an Attorney's office, a CityLink bus stop, and single-family homes. The area retains various mature trees and other vegetation.
- A14. The subject property is bordered by 4th Street to the east. No street improvements are necessary for this proposed development.
- A15. There is adequate capacity in the public water system for 707 N 4th St., which is currently served by a $\frac{3}{4}$ " water meter.
- A16. City sewer is already on this property from the west in a sewer easement along the property line. Wastewater Policy #716 allows only one appropriately sized sewer lateral to serve each legally recognized parcel. 'One parcel, One service. (One Lot, One Lateral). The Subject Property is within the City of Coeur d'Alene and in accordance with the 2023 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this Zone Change request as proposed.
- A17. Fire department access to the site (road widths, surfacing, maximum grade and turning radiuses), and fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance.
- A18. The Police Department does not have concerns with the proposed zone change.
- A19. The site is generally flat as is the over-all location. Midtown has seen significant change and investment over the last decade, from public corridor improvements, rehab of several out-of-date storefronts, to a substantial under construction mixed-use project.
- A20. The proposed zone change itself would not adversely affect the surrounding area with

regard to traffic, as no traffic is generated from a zone change alone. The applicant states that there is an intent to convert the property for use as a small counseling office and apartment. The ITE Trip Generation Manual states that traffic from a single apartment unit is expected to be about 7 trips per day. Unfortunately, the ITE Trip Generation Manual does not define a land use code applicable to counseling services and therefore provides no guidance. However, with typical counseling sessions lasting one hour, it could be extrapolated that fewer than 10 trips per day would be generated by patients. Additional trips generated by deliveries, employees, etc. are expected to be minimal.

(The commission may add other facts here)

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. This proposal **(is) (is not)** in conformance with the Comprehensive Plan Goals, Objectives, and Policies.
- B2. Public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
- B3. The physical characteristics of the site **(do) (do not)** make it suitable for the request.
- B4. The proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and or existing land uses

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change (does) (does not) comply with the required evaluation criteria and recommends that the City Council (does) (does not) adopt the C-17L(MO) zoning.

(NOTE: The City Council may also recommend conditions for this zone change request where such conditions are required to ensure that the proposed uses of the area are consistent with the community needs and its public health, safety and general welfare.)

(The commission may add conditions here to recommend to City Council)

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

Motion to (approve)(deny) carried by a _____ to _____ vote.

COMPREHENSIVE PLAN GOALS AND OBJECTIVES

Community & Identity

- Goal CI 1**
Coeur d’Alene citizens are well informed, responsive, and involved in community discussions.
 - OBJECTIVE CI 1.1**
Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

- Goal CI 2**
Maintain a high quality of life for residents and businesses that make Coeur d’Alene a great place to live and visit.
 - OBJECTIVE CI 2.1**
Maintain the community’s friendly, welcoming atmosphere and its smalltown feel.
 - OBJECTIVE CI 2.2**
Support programs that preserve historical collections, key community features, cultural heritage, and traditions.

- Goal CI 3**
Coeur d’Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.
 - OBJECTIVE CI 3.1**
Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

- Goal CI 4**
Coeur d’Alene is a community that works to support cultural awareness, diversity and inclusiveness.
 - OBJECTIVE CI 4.1**
Recognize cultural and economic connections to the Coeur d’Alene Tribe, acknowledging that this area is their ancestral homeland.
 - OBJECTIVE CI 4.2**
Create an environment that supports and embraces diversity in arts, culture, food, and self-expression.
 - OBJECTIVE CI 4.3**
Promote human rights, civil rights, respect, and dignity for all in Coeur d’Alene.

Education & Learning

- Goal EL 3**
Provide an educational environment that provides open access to resources for all people.
 - OBJECTIVE EL 3.2**
Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.
 - OBJECTIVE EL 3.3**
Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.



Goal EL 4

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.



OBJECTIVE EL 4.1

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.



OBJECTIVE EL 4.2

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

Environment & Recreation



Goal ER 1

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.



OBJECTIVE ER 1.1

Manage shoreline development to address stormwater management and improve water quality.



OBJECTIVE ER 1.2

Improve the water quality of Coeur d'Alene Lake and Spokane River by reducing the use of fertilizers, pesticides, herbicides, and managing aquatic invasive plant and fish species.



OBJECTIVE ER 1.3

Enhance and improve lake and river habitat and riparian zones, while maintaining waterways and shorelines that are distinctive features of the community.



OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.



Goal ER 2

Provide diverse recreation options.



OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.



OBJECTIVE ER 2.3

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.



Goal ER 3

Protect and improve the urban forest while maintaining defensible spaces that reduces the potential for forest fire.



OBJECTIVE ER 3.1

Preserve and expand the number of street trees within city rights-of-way.



OBJECTIVE ER 3.2

Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.



OBJECTIVE ER 3.3

Minimize the risk of fire in wooded areas that also include, or may include residential uses.



OBJECTIVE ER 3.4

Protect the natural and topographic character, identity, and aesthetic quality of hillsides.

Goal ER 4
Reduce the environmental impact of Coeur d'Alene.

- OBJECTIVE ER 4.1**
Minimize potential pollution problems such as air, land, water, or hazardous materials.
- OBJECTIVE ER 4.2**
Improve the existing compost and recycling program.

Growth & Development

Goal GD 1
Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

- OBJECTIVE GD 1.1**
Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.
- OBJECTIVE GD 1.3**
Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.
- OBJECTIVE GD 1.4**
Increase pedestrian walkability and access within commercial development.
- OBJECTIVE GD 1.5**
Recognize neighborhood and district identities.
- OBJECTIVE GD 1.6**
Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.
- OBJECTIVE GD 1.7**
Increase physical and visual access to the lakes and rivers.
- OBJECTIVE GD 1.8**
Support and expand community urban farming opportunities.

Goal GD 2
Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

- OBJECTIVE GD 2.1**
Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.
- OBJECTIVE GD 2.2**
Ensure that City and technology services meet the needs of the community.

Goal GD 3
Support the development of a multimodal transportation system for all users.

- OBJECTIVE GD 3.1**
Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.
- OBJECTIVE GD 3.2**
Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.

Goal GD 4
Protect the visual and historic qualities of Coeur d'Alene

- OBJECTIVE GD 4.1**
Encourage the protection of historic buildings and sites.

- Goal GD 5**
Implement principles of environmental design in planning projects.

- OBJECTIVE GD 5.1**
Minimize glare, light trespass, and skyglow from outdoor lighting.

Health & Safety

- Goal HS 1**
Support social, mental, and physical health in Coeur d’Alene and the greater region.

- OBJECTIVE HS 1.1**
Provide safe programs and facilities for the community’s youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.

- OBJECTIVE HS 1.2**
Expand services for the city’s aging population and other at-risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life.

- OBJECTIVE HS 1.3**
Increase access and awareness to education and prevention programs, and recreational activities.

- Goal HS 3**
Continue to provide exceptional police, fire, and emergency services.

- OBJECTIVE HS 3.2**
Enhance regional cooperation to provide fast, reliable emergency services.

- OBJECTIVE HS 3.3**
Collaborate with partners to increase one on one services.

Jobs & Economy

- Goal JE 1**
Retain, grow, and attract businesses

- OBJECTIVE JE 1.1**
Actively engage with community partners in economic development efforts.

- OBJECTIVE JE 1.2**
Foster a pro-business culture that supports economic growth.

- Goal JE 3**
Enhance the Startup Ecosystem

- OBJECTIVE JE 3.1**
Convene a startup working group of business leaders, workforce providers, and economic development professionals and to define needs.

- OBJECTIVE JE 3.2**
Develop public-private partnerships to develop the types of office space and amenities desired by startups.

- OBJECTIVE JE 3.3**
Promote access to the outdoors for workers and workers who telecommute.

- OBJECTIVE JE 3.4**
Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

**PLANNING & ZONING COMMISSION
MINUTES
DECEMBER 12, 2023
LOWER LEVEL – LIBRARY COMMUNITY ROOM
702 E. FRONT AVENUE**

COMMISSIONERS PRESENT:

Tom Messina, Chairman
Jon Ingalls, Vice-Chair
Lynn Fleming
Phil Ward
Peter Luttrupp
Sarah McCracken
Mark Coppess

STAFF MEMBERS PRESENT:

Hilary Patterson, Community Planning Director
Sean Holm, Senior Planner
Traci Clark, Administrative Assistant
Randy Adams, City Attorney

CALL TO ORDER:

The meeting was called to order by Chairman Messina at 5:30 p.m.

APPROVAL OF MINUTES:

Motion by Commissioner Luttrupp, seconded by Commissioner McCracken, to approve the minutes of the Planning Commission meeting on November 14, 2023. Motion carried.

PUBLIC COMMENTS:

None.

STAFF COMMENTS:

Hilary Patterson, Community Planning Director, provided the following comments:

- The December 13th Joint Workshop with the Planning Commissions in Kootenai County will be held at the County Administration Building at 5:30 p.m.
- The January 9th Planning Commission Meeting will have two items on the agenda, a zone change request and a PUD (Planned Unit Development) Amendment request.
- The Impact Fees have been delayed. City Council heard the Capital Improvement Plans and we received feed back to rework some of the Parks Capital Improvement Projects. We have been working with the consultant team. Council has also directed us to remove the Julia Overpass planning fees from the Transportation CIP. We are working with the consultant team to update that information. The hearings for the ordinance amendment will be held on January 2, 2024 and adoption of the Capital Improvement Plans and fees will be on January 16, 2024.

COMMISSION COMMENTS:

Commissioner Fleming asked would the Impact fees come back to the Commission.

Ms. Patterson stated no, unless the City Council directs them back to the Commission.

Commissioner Luttrupp asked about the Rivers Edge project that had committed to providing Workforce Housing. Have they progressed far enough to construction and renting that we can assess how they are doing with that project?

Ms. Patterson answered that the Rivers Edge project request for a zone change and associated density increase has not gone to the City Council yet. They are currently building what was already approved. It would be another year at least for those reports to start coming forward.

Commissioner McCracken asked about the Cell Tower application and if that was still going to be heard in January.

Ms. Patterson answered no, the applicant withdrew their application.

ADMINISTRATIVE: *ITEM BELOW IS CONSIDERED TO BE AN ACTION ITEM.**

1. Applicant: Birkdale Commons Subdivision & PUD Extension
Request: Extend the Preliminary Plat and PUD approval for the project known as Birkdale Commons (S-3-22 and PUD-4-22)

Ms. Patterson, Community Planning Community Planning Director, provided the following statements:

- The request before the Planning & Zoning Commission is to approve or deny the request of Lake City Engineering for a one-year extension of the approved Birkdale Commons PUD (PUD-4-22) and Subdivision (S-3-22).
- On November 8, 2022, the Coeur d'Alene Planning Commission held a public hearing on the above requested items and approved them by a 6 to 1 vote with the following conditions:
 1. The creation of a homeowner's association will be required to ensure the perpetual maintenance of the open space, all other common areas, stormwater maintenance and snow removal.
 2. The applicant's requests for subdivision, and PUD run concurrently. The subdivision and PUD designs are reliant upon one another. Additionally, approval of the requested PUD is only valid once the Final Development Plan has been approved by the Planning Department.
 3. The Open Space must be installed and completed prior to the issuance of the first Certificate of Occupancy. The open space areas shall be consistent with this approval and include the same or better amenities and features.
 4. Since annexation has occurred, the designated parcel is eligible for a water main extension. A single service currently exists for the proposed lot # 1 which will not require cap fees. All other lots will require individual services with cap fees due at time of building permits. As this will be a private street, a 20' public utility easement centered on the water main, (30' if combined with public sewer), must be granted where no permanent structures such as building footings, car ports or garages are allowed. All improvements will be at the developer's expense and will be conveyed to the City upon final acceptance. Applicable fire hydrants must be operational prior to granting building permits.
 5. An unobstructed City approved "all-weather" access shall be required over all public sewers.

6. All public sewer plans require IDEQ or QLPE Approval prior to construction.
 7. Sewer Policy #716 requires all legally recognized parcels within the City to individually connect and discharge into (1) public sewer connection.
 8. A utility easement for the public sewer shall be dedicated to the City prior to building permits.
 9. Public sewer shall be run to and through this project and installed to all city specifications and standards.
 10. A public access easement shall be granted to allow the dead-end road/fire turnaround to the south to be extended in the future, if the lot to the south desires to develop.
- For the PUD and Subdivision, the Planning Commission may extend its approval for one-year upon the finding that upon receiving written request filed prior to the expiration of the approvals and showing of unusual hardship not caused by the owner or applicant.
 - The Subdivision Code Section 16.20.040 authorizes the Planning Commission to grant the applicant up to five (5) extensions of twelve (12) months each for the Preliminary Plat as long as the plat complies with current development requirements.
 - The Zoning Code Section 17.09.478 authorizes the Planning Commission to grant the Applicant a one-year extension of the PUD without public notice and upon stating conditions requiring the extension. This is the first request extension for the PUD and Subdivision/Preliminary Plat.
 - The applicant has submitted a request for the extensions prior to the approvals expiring. The letter states that the reason for the extension is that the owner is intending to build Birkdale Commons and Birkdale Commons North simultaneously. Birkdale Commons North PUD and Subdivision was approved by the Planning Commission at the November 2023 meeting and the annexation was approved by the City Council on December 5, 2023. While waiting for approval from the City on the Birkdale Commons Preliminary Plat and PUD, the project proponent began negotiations on the property to the north (Birkdale Commons North). Due to the timeline for annexation, the preliminary plat and PUD for Birkdale Commons North, they are now at risk of the original approvals expiring. The requested extension is so that both projects can be built together. (See attached extension request from the applicant.)
 - It should be noted that when the PUD and Subdivision were approved in 2022, the City sent a letter informing the owner and applicant that the approval date was November 22, 2023, which included the appeal timeframe. That was the interpretation at the time. Since then, the City Attorney has determined that approval dates should be based on the date of the decision. In this case, if the extension is approved, the new expiration date would be November 8, 2024.
 - The Commission has two alternatives:
 - The Commission may, by motion, grant a one-year extension of the approved PUD and Subdivision to November 8, 2024.
 - The Commission may, by motion, deny the one-year extension. If denied, the items would expire and the applicant must reapply for the PUD and the Subdivision

Ms. Patterson concluded her presentation.

Commission Comments:

Commissioner Ingalls stated the advantages to these two projects, Birkdale and Birkdale North, being built simultaneously. He sees very little down side risk of doing this and the code allows five 1-year extensions, this

is just one. The one thing that he would ask is just as an educational question for the future is what is the unusual hardship. Is the challenge of the coinciding time lines of two annexations and two PUD's, two development plans and one build the hardship, or would an unusual hardship be something like the applicant had a medical issue? He questioned if they needed to get hung up on the unusual hardship.

Ms. Patterson stated it might be a good question for attorney Randy Adams, but the Commission has made this determination before when there has been a hardship for the issue of Covid and the supply chain, etc. In this case the applicant is here tonight if you would like to hear from him regarding those issues. The struggle was the applicant coming in with the property from the South and one of the property owners decided not to proceed with the Planned Unit Development and Subdivision. Logistically right now it does make sense to go forward with this.

Mr. Adams stated that the ordinances for the PUD and Subdivision extensions do not use this term. There is no requirement to show an unusual hardship in the case of an extension for a subdivision. All they have to show is that the preliminary plat complies with current development requirements and all other conditions of approval for the PUD. It says as long as you make it timely it can be granted.

Ms. Patterson stated that the hardship language might be in the Special Use Permit.

Mr. Adams clarified it was not a requirement for the PUD or Subdivision extensions.

Commissioner Ingalls commented he is not trying to create waves; he just wanted some clarity. He is in full support.

Commissioner Fleming stated there is less disturbance to the neighborhood by building these two projects as one. You will have it built in one fell swoop. By combining the projects, there would be fewer left turns onto 15th Street.

Motion by Commissioner Fleming, seconded by Commissioner Coppess, to approve the 1-year extension (PUD-4-22 & S-3-22) to November 8, 2024. Motion carried.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Coppess	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye
Chairman Messina	Voted	Aye

Motion to approve carried by a 7 to 0 vote.

PUBLIC HEARINGS: *ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS.**

1. Applicant: Jay Lange
Location: 707 N. 4th Street
Request: A proposed zone change from residential R-17 (MO) to commercial C-17L (MO) QUASI-JUDICIAL, (ZC-1-23)

Sean Holm, Senior Planner, provided the following statements:

- The applicant is requesting approval of a zone change from the R-17(MO) to the C-17L(MO) zoning district.

- The 0.21-acre parcel is located on the west side of 4th Street and north of E. Foster Avenue.
- There is an existing single-family dwelling located on the parcel which is currently being rented.
- Should the zone change request be approved, the owner would like to use the existing structure for a Professional and Administrative Office Use.
- The main floor of the existing structure is 1400 SF +/- with a 1400 SF basement. Future plans may be to construct a new office building to include residential living space above and/or behind.
- The applicant is aware that any future commercial use of the property would trigger improvements to accommodate the public including ADA.
- The subject property is currently zoned R-17 and is located in the Midtown Infill Overlay District (MO).
- The subject property is within the existing city limits.
- There are 4 findings that must be met for the zone change. Findings #B8A - #B811.

Findings #B8: Is the proposal in conformance with the Comprehensive plan policies? The 2022-2042 Comprehensive Plan – Land Use Category is Urban Neighborhood, which is highly walkable with multifamily building types, green spaces and parking areas, gridded street patterns, a mix of housing types and convenient access to goods, services, and dining for nearby residents. Compatible zoning is R-17 and R-34SUP; NC, CC, C17, and C17L.

Applicable goals and objectives include Goal C1 1, Objective C11.1, Goal CI 3, Objective CI 3.1, Goal GD 1, Objectives GD 1.1 and GD 1.5, Goal GD 2 and Objective GD 2. These relate to inclusive community involvement, making Coeur d'Alene a livable community for families with median and below income levels, preserving existing housing stock and providing new workforce and affordable housing opportunities, developing a mix of land uses that balance housing and employment, and ensuring high quality infrastructure to support growth.

Additionally, there is a bicycle, walking and transit network in this neighborhood.

Findings #B9: Are public facilities and utilities available and adequate for the proposed use?

City staff from Streets and Engineering, Water, Fire, Parks, Police and Wastewater Departments have reviewed the application regards to public utilities and public facilities. Each department had indicated that there are public facilities and public utilities available and are adequate for the proposed zoning C-17L.

Findings #B10: Do the physical characteristics of the site make it suitable for the request at this time?

The site is generally flat as is the over-all location. Midtown has seen significant change and investment over the last decade, from public corridor improvements, rehab of several out-of-date storefronts, to a substantial under construction mixed-use project.

Findings #B11: Would the proposal adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses?

City staff indicates that the proposed zone change itself would not adversely affect the surrounding area with regard to traffic.

The subject property is within the Midtown Overlay (MO) District. The purpose of the overlay regulations is to establish infill overlay districts and to prescribe procedures whereby the development of lands within these infill overlay districts can occur in a manner that will encourage

infill development while protecting the surrounding neighborhoods. It is the intent of these development standards to encourage a sensitive form of development and to allow for a reasonable use that complements the visual character and the nature of the city.

The intent of the MO district is to create a lively, neighborhood business district with a mixture of uses, including retail, services, and residential. Storefronts would be relatively continuous along the street within the core of the district. Housing would be encouraged both above and behind commercial uses. Traffic calming measures would be applied and there would be an emphasis on creating a streetscape that would offer safety, convenience and visual appeal to pedestrians.

Mr. Holm noted that the applicant stated in his narrative that his daughter would like to open a professional office in the future, and would like the option in the future to possibly provide some kind of living units to the rear. Mr. Holm noted that the applicant is aware that he will have to meet setbacks, parking, etc. in the Midtown Overlay District.

Mr. Holm stated that Commissioner Fleming reached out to him today via phone call regarding the code with a question about juvenile offenders' facility since the code contradicts itself a bit. He explained to her that C-17L does allow a juvenile offenders facility, but the Infill Overlay District that sits on top of this specifically prohibits that use. The overlay district is the most restrictive and is the one that governs.

Mr. Holm explained that the allowed uses in an infill overlay district are based on a floor area ratio meaning that the size of the lot determines the ability or the amount of floor area that you are allowed to build on any given property. The subject property measures approximately 9,000 square feet and, subject to meeting setbacks, parking requirements, heights, etc., these are the theoretical numbers that they would have to live within. For a non-residential use, the basic multiplier is .5 (or half) of the subject property that could be the floor area for a non-residential use. The residential use has a basic multiplier of 1.0. There are bonuses that are identified for upgraded building materials, public art, and public access that would bump up that multiplier to a maximum of 3.0. This applies to all subject properties in the Midtown Infill Overlay District subject to the underlining zone and what it does allow.

Mr. Holm concluded his presentation.

Commission Comments:

Commissioner Ward asked if the applicant's property is rezoned and used for an office, what requirements are put in place for the applicant to change the use, such as landscaping, etc.?

Mr. Holm stated the applicant would have to provide the improvements such as landscaping, if it's asphalt, we have not required anyone to remove asphalt to install landscaping, they do have to provide parking. Parking is one (1) stall per 330 square feet. The structure itself would have to be upgraded to meet the minimum ADA standards.

Commissioner Coppess asked about Finding B10 (Do the physical characteristics of the site make it suitable for the request at this time). He asked if there was configuration of an existing structure, could that pose challenges for future parking. In the letter from Mr. Lange, he talks about a hammer head drive, can you explain what that is?

Mr. Holm replied that hammer head parking is a term that the fire department uses. A car needs to be able to turn around and get out in a forward fashion. The fire department does not want vehicles backing out into 4th Street. The applicant would have to provide an ADA stall and a number of stalls that are required by the square footage. The stalls are 9x20, access aisles are 12ft in either direction.

Commissioner Coppess wanted to know Mr. Holms thoughts on taking away residential homes in this neighborhood and turning them into commercial lots and meet the parking and landscaping requirements.

Mr. Holm replied there is ample opportunity to provide the landscaping and parking for the proposed uses. The city would require this project to meet the parking lot and landscaping requirements. He compared the subject property to the neighboring property that had put parking in the front yard. The subject property has the ability to have those parking stalls.

Public testimony open.

Jay Lange, applicant, introduced himself and was sworn in. The applicant has owned the property for four (4) years. He would like the property to be rezoned because his daughter has received her Master's in Mental Health and addiction, and she would like to start her own business and this property would be ideal.

Christine Schader, introduced herself and was sworn in. Her main concern is parking. She has some concerns with the large condos that were recently put in, also Izzy's restaurant that brings in all of the traffic and parking issues. She supports Mr. Lange but is worried about the future and what if he sells this property. She has seen some very large buildings put up, for example the structure on Foster Avenue, the apartments across the Street from Izzy's. She said these are residential lots and asked what would happen on a commercial lot. (She has handed some photos to Mr. Holm to give to the Commissioners). She said she didn't think the subject property could fit the required parking for the commercial use and future residential, unless the garage was removed to allow for parking at the rear. She noted that people going to and from Mr. Lange's property encroach onto her property. She also questioned the need for a zone change. She read the zoning code and said the current residential zoning would allow for an office.

Chairman Messina asked Ms. Schader to clarify where her property line is located in the front of her property.

Ms. Schader showed the commission where her property line was in relation to Mr. Lange's property and driveway. She also noted that most of this property is behind the structure.

Mr. Holm clarified that with the current R-17 zoning a civic office space is allowed, which is more of a 501(c)(3). It does not allow all office uses. That is the difference. He

Ms. Schader read from the City of Coeur d'Alene R-17 form and noted under principal uses that home occupations are allowed, central services, and rehabilitation facilities are allowed with Special Use Permits. It appears that it is already allowed for what they intend to use it for. She is asking why does the zoning need to be changed, if down the road the property sells and someone wants to put a high rise in like we have seen popping up all over town recently.

Commissioner Luttrupp states that the city has certain codes and requirements. When an applicant goes through a process to get a building permit it has to go through the city and meet the certain criteria or it will be refused. There are rules and codes in place. If an individual wants to build a big house, if it meets the code, they can do it. If they do not meet the codes, they are not permitted to go further on the building.

Ms. Schader replied that the building that went in on Foster and 1st, is meeting all of the requirements right up the very inch. That is such an eye sore and pushing the element, to have that on a residential lot. If you pushed all the rules on a commercial lot, that is her concern.

Commissioner Coppess stated to Ms. Schader that he heard her say she was from Sagle ID, and realizes she owns the building next door, he wanted to know the zoning of her property.

Ms. Schader answered that her property is zoned C-17L.

Commissioner Coppess asked Ms. Schader to acknowledge that Mr. Lange is seeking the same zoning that she has.

Commissioner McCracken asked Ms. Schader if someone is living in her building.

Ms. Schader answered they have an apartment in the basement that she and her husband live in half time. Upstairs she has a Financial Planning Firm.

Cliff Schader, introduced himself and was sworn in. The property he and his wife own is 715 N. 4th Street and is next door to Mr. Lange. They have owned it for about 13 years. He explained the original owners of Mr. Lange's property was built and owned by the Hough's who built it in 1945. They built a little tiny garage that was built to fit a model T. Currently Mr. Lange's tenants are trying to put 3 full size trucks on the front parking lot that was built to fit a model T. His main concern is parking, since the multi-unit complex went in on the corner of Read and 4th, a small home sat on the corner and now this six multi-unit complex on this lot with 1 parking spot per unit. He said the parking for the apartment project is not sufficient. , The parking is backed up into his property which is about 4 houses back and the street parking is full of parked cars. His primary issue is Mr. Lange's property has limited parking. He will have to put a short fence up for his own client's to be able to park properly.

Chairman Mesina stated that there are requirements regarding parking. He admits that the parking ordinance is not 100% correct. There are so many parking spaces that are required for so many square feet, based on the usage. When the applicant sits down with the city, parking, landscaping and what he wants to do as a business, he is going to be told how many spots he needs and how that is addressed.

Mr. Schader stated that whoever is in charge of the parking codes needs to reevaluate it. The parking requirements need to be doubled or tripled. It is not close to reality.

Chairman Mesina replied that the commission struggles with parking but the code is in place until it is changed.

Mr. Schader stated he will be the guy to get that code changed, and stated that whomever came up with that parking code should lose his job.

Kristin Oliver, introduced herself and was sworn in. She stated that she is a nurse and is representing the Oliver Family Trust, Pamela Oliver owns the property on 3rd St. around the corner from where this proposed project is. She asked the commission if it was correct that essential services or health care could be provided on this property without the zone change.

Commissioner Fleming replied, no.

Ms. Oliver stated that her concern is the owner is proposing to have her daughter run a business, but at some point, additional houses may be added. Her family has been in the house for over fifty years and parking on 3rd Street is unattainable at times. She has received multiple threatening messages from new neighbors not to park on the street. She is concerned with the homes in her neighborhood that have turned into short term rentals, they bring in four or more cars to park at a time not just two.

Lynn Schwindel, introduced himself and was sworn in. He stated he does not oppose to what Mr. Lange wants to do, he just wants to make a comment on traffic., He said traffic should be considered more in the findings as parking is. When 4th Street was rebuilt about 9 years ago, they did provide some traffic calming, but he lives there 24 hours a day, and it does not work. There is a popular business that is a problem all of the time, since they do not have enough parking spaces. There are cars parked on the street and it forces pedestrians to walk between the cars or walk into the street to get around. The Midtown Overlay came up with a pilot parking plan with permits for some residents but it only lasted about 2 years on a trial period. Business in the Midtown Overlay and existing buildings were not required to comply with all of the new parking regulations. This has presented some problems. Anytime you add something it will create more traffic. The 800 block, they made the sidewalks extra wide, so the street is very narrow. When people open their car doors after parking, you will have to stop your car because there

is not enough room to drive past the parked cars on the street. He asked that the commission would take traffic into more consideration in the findings in the future.

Chairman Messina read one more name off the signup sheet for the individual that did not wish to testify.

Mr. Lange stated he understands people are concerned with parking. He is trying to be rezoned just like the Shader's. He feels he will have parking in the driveway and would not create a parking issue on the street. The traffic should be minimal with the type of business that would go into his building. If his daughter is doing counseling, she will only have 1 client at a time.

Public testimony closed.

Commission Comments:

Commissioner Ward stated he is familiar with the area. Until recently, he lived close to Capones restaurant. If the intent is to have counseling in the building, you will not see 20 people at one time. The amount of people would be limited to 1 client every hour. The code requires a certain number for an office type use and the applicant would have to satisfy that number of parking spaces. 4th Street is in the Midtown Overlay District, from Sherman to Foster, where the intent is to have professional offices and small business that provide pedestrian type use. This encourages people to walk, not use their vehicle. He agreed that Izzy's restaurant's parking is a problem. He noted that the apartment complex across the Street had to provide adequate parking by the code. He believes the entire strip of 4th Street is going to be change in the future and many of the homes may be converted to small businesses, which is consistent with the Overlay District. Professional offices, well maintained with a residential appearance and possibly some retail uses that allow people to walk to get what they need. Mr. Lange's request is consistent with all of these factors. If Mr. Lange sells this property, whoever wants to build on it, is going to have to jump through a lot more hoops.

Commissioner Ingalls stated he agrees with Commissioner Ward. He is in support of this rezoning, it makes sense. The applicant is surrounded by C-17L. The Commission looks at all the facts and this isn't about parking. If the property sold to a family who has 5 kids and they all have their driver licenses, the parking for the single-family residential use would be a problem. If someone wanted to tear the house down and had a R-17 lot, they could build an apartment tomorrow. The city requires so many parking stalls. Whether it goes to R-17 to C-17L, that alone does not drive parking improvements. This is not about parking but the right use for the building. He supports this zone change.

Commissioner Fleming stated she agrees that the property is moving from R-17 to C-17L. Mr. Lange could tear down the garage out back and have plenty of parking.

Commissioner Coppess asked Mr. Holm to speak about the process for findings review. He wants to know how you look at traffic and parking.

Mr. Holms replied from the city stand point, when a request comes in for a zone change a number of departments are asked to review the request and provide comments and concerns related to the findings. There is a finding that talks about traffic. The City Engineer responded that a zone change by itself does not change or drive parking, it's the use that comes at the time of the permit. The potential is that Mr. Lange could tear down the existing building and rebuild apartments now with the R-17 zoning using the FAR (floor area ratio) as long as he is providing the parking and it is meeting the code. The traffic itself is determined by the Trip Generational Manual. Each type of use has the peak traffic, either in the morning or at night. This is what a particular use would drive per unit or square foot. We look to the professionals in this case to provide that feedback to us. The traffic impact is going to be tied to the use.

Commissioner McCracken stated she agrees with the other commissioners. She wanted to know the difference between R-17 and C-17L on the parking requirements.

Mr. Holms replied that multifamily is by bedroom. If there were five bedrooms, they would need five

parking spaces under the code. The Commercial is one (1) space per 330 sq ft for the interior floor and the existing building is 1400 sq feet.

**Motion by Commissioner Ingalls, seconded by Commissioner Coppess, to adopt Item ZC-1-23.
Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Coppess	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye
Chairman Messina	Voted	Aye

Motion to approve carried by a 7 to 0 vote.

ADJOURNMENT/CONTINUATION:

Motion by Commissioner Fleming, seconded by Commissioner Luttrupp. Motion approved.

The meeting was adjourned at 6:36 p.m.

Prepared by Traci Clark, Administrative Assistant

**COEUR D'ALENE PLANNING AND ZONING COMMISSION
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION**

ZC-1-23

This matter came before the Planning and Zoning Commission on December 12, 2023, to consider ITEM ZC-1-23, a request for a zone change from R-17 (MO) to C-17L (MO).

APPLICANT/OWNER: JPL Living Trust, Jay Lange

LOCATION: 707 N. 4th Street, Coeur d'Alene, ID 83814
N 60 FT-S 120 FT-LTS 4, 5, & 6 BLK 3, CDA & KINGS ADD

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A21, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

- A1. The notice of public hearing was published on October 28, 2023, which fulfills the legal requirement for zoning prior to annexation.
- A2. The notice of public hearing was posted on the property on November 30, 2023, which fulfills the proper legal requirement.
- A3. Seventy-Four (74) notices of public hearing were mailed to all property owners of record within three hundred feet (300') of the subject property on November 20, 2023, which fulfills the legal requirement.
- A4. Notice of intent to rezone the property was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing scheduled by the Commission.
- A5. Public testimony was received on December 12, 2023.
- A6. The subject property is +/-0.21 acre.
- A7. The subject property is within the City Limits.
- A8. The existing land use is a single-family dwelling.
- A9. The Comprehensive Plan Future Land Use Map designation is Urban Neighborhood and C-17L is compatible zoning in this place type.
- A10. The property is currently zoned R-17 (MO) – Midtown Overlay. The Midtown Overlay (MO) district is intended to create a lively, neighborhood business district with a mixture of uses, including retail, services, and residential. Storefronts would be relatively continuous along the street within the core of the district. Housing would be encouraged both above and behind commercial uses. Traffic calming measures would be applied and there would be an emphasis on creating a streetscape that would offer safety, convenience and visual appeal to pedestrians. All activity groups/uses allowed in the underlying zoning district are generally permitted. The following activity groups/uses are expressly prohibited: 1. Criminal Transitional Facilities; 2. Juvenile Offenders Facilities; 3. Adult Entertainment; 4.

Adult Entertainment Retail Sales; 5. All other uses that includes the outdoor storage of inventory, materials, or supplies.

- A11. The requested zoning is C-17L (MO). Permitted uses in the C-17L zone are Administrative offices, automobile parking when serving an adjacent business or apartment, banks and financial establishments, boarding house, childcare facility, commercial film production, community assembly, duplex housing, essential service, group dwelling – detached housing, handicapped or minimal care facility, home occupation, hospitals/health care, juvenile offenders facility, multiple-family housing, neighborhood recreation, nursing/convalescent/ rest homes for the aged, personal service establishment, professional offices, public recreation, rehabilitation facility, religious assembly, single-family detached housing. Other uses are permitted with a special use permit.
- A12. The Comprehensive Plan Goals, Objectives and Policies that are applicable to this matter are as follows:

Community & Identity

Goal CI 1:

Coeur d’Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1:

Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3

Coeur d’Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

Goal GD 1

Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d’Alene a great place to live.

OBJECTIVE GD 1.1

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

- A13. The Comprehensive Plan Transportation Maps show existing and planned bicycle network for a shared roadway on 4th Street, sidewalk infrastructure in front of the subject property, and Existing Transit Route A on 4th Street.
- A14. This is an appropriate location for C-17L (MO) zoning. The properties to the north and south are both zoned C-17L (MO) and the properties to the east are also zoned C-17L (MO).
- A15. The surrounding uses are commercial in nature.
- A16. The subject property is currently served by City water with a 3/4" water meter. There is adequate capacity in the public water system.
- A17. The subject property is in the City limits and currently served by City sewer and has a sewer easement along the western property line. The Wastewater Utility presently has the capacity, willingness and intent to serve this zone change request as proposed.
- A18. Fire department access to the site (road widths, surfacing, maximum grade, and turning radiuses), fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The Coeur d'Alene Fire Department can address all concerns at the time of site and building permit submittals with the corrections to the below conditions.
- A19. The physical characteristics of the site are an existing single-family structure. Directly to the north and south of the subject property are existing single-family homes that are grandfathered professional office uses, each with varying degrees of commercial improvements (parking). To the south of the nearest intersection (N. 4th Street & E Foster Ave.) is a Fire Station. To the east, across 4th Street, is an Attorney's office, a CityLink bus stop, and single-family homes. The area retains various mature trees and other vegetation. There are no topographical constraints that would make the subject property unsuitable to the request, however, the configuration of the existing structure could present future parking challenges.
- A20. The proposed zone change may not generate additional traffic. Because it is unclear what the end use will ultimately be, no assessment of traffic was provided by the City Engineer.
- A21. Currently, the property is accessed via a driveway from N. 4th Street.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning Commission makes the following Conclusions of Law.

- B1. This proposal **is** in conformance with the Comprehensive Plan Goals, Objectives, and Policies.
- B2. Public facilities and utilities **are** available and adequate for the proposed use.
- B3. The physical characteristics of the site **do** make it suitable for the request.
- B4. The proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION


The Planning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change does comply with the required evaluation criteria and recommends that the City Council adopts the C-17L (MO) zoning.

Motion by Commissioner Ingalls, seconded by Commissioner Coppess, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Aye
Commissioner Ingalls	Voted Aye
Commissioner Luttrupp	Voted Aye
Commissioner Coppess	Voted Aye
Commissioner McCracken	Voted Aye
Commissioner Ward	Voted Aye
Chairman Messina	Voted Aye

Motion to approve carried by a 7 to 0 vote.



CHAIRMAN TOM MESSINA

ORDINANCE NO. _____
COUNCIL BILL NO. 24-1001

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17(MO) TO C-17L(MO), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.21 ACRE PARCEL IN THE CDA & KINGS ADDITION. LOCATED ON THE WEST SIDE OF 4TH STREET AND NORTH OF E. FOSTER AVENUE COMMONLY KNOWN AS 707 NORTH 4TH STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

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

A part of Lots four, five and six (4, 5 and 6) in Block three (3) of the Town of Coeur d'Alene, according to the corrected plat of said Town of Coeur d'Alene and Kings Addition, according to the corrected Plat recorded in Book C of Plats at Page(s) 144, Records of Kootenai County, Idaho, and particularly described as follows:

Commencing at a point on the East line of said Block 3, 60 feet North of the Southeast corner of said Block, running thence North along the East line of said Block 60 feet; thence

At right angles West a distance of 150 feet to the West line of Lot 4 in said Block 3, running thence at right angles South along the West line of Lot 4 of said Block 3 a distance of 60 feet, running thence at right angles East a distance of 150 feet to the Point of Beginning, being a lot 60 feet by 150 feet in size

is hereby changed and rezoned from R-17(MO) to C-17L(MO).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 3. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 6, 2024.

APPROVED this 6th day of February 2024.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-1-23

+/- 0.21 ACRE PARCEL AT 707 N. 4th STREET

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17(MO) TO C-17L(MO), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.21 ACRE PARCEL IN THE CDA & KINGS ADDITION. LOCATED ON THE WEST SIDE OF 4TH STREET AND NORTH OF E. FOSTER AVENUE COMMONLY KNOWN AS 707 NORTH 4TH STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, +/- 0.21 ACRE PARCEL AT 707 N. 4th STREET, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of February, 2024.

Randall R. Adams, City Attorney