

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at **5:00 P.M.**
AMENDED 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 I - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

February 21, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor David Gortner with St. Luke's Episcopal Church

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.**

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

E. OTHER BUSINESS:

1. **Decision on Annexation and Annexation and Development Agreement deferred from the meeting held on February 7, 2023:** A-4-22- Annexation of +/- 440 Acres from County AG Suburban to City R-3, R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre) and Approval of an Annexation and Development Agreement. Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd; Applicant: Kootenai County Land Company, LLC.

Staff Report by: Hilary Patterson, Community Planning Director

- a. **Council Bill No. 23-1002** – Ordinance Approving the Annexation of +/- 440 Acres from County AG Suburban to City R-3, R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre). Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd.

- b. **Resolution No. 23-012:** Approval of Annexation and Development Agreement for Coeur Terre (A-4-22).

F. PRESENTATION (Non-action): Opioid Settlement Update.

**Presented by: Kelsey Orlando, Panhandle Health District Substance Use Disorder
Program Manager**

G. ANNOUNCEMENTS (Non-action)

1. City Council
2. Mayor

H. 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 February 7, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the February 13, 2023, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, February 27, 2023, at 12:00 noon.
6. Approval of a Cemetery Lot Repurchase from Angela Munson; Section FOR, Niche L,4; Forest Cemetery in the Amount of \$1900.00.
7. Approval of SS-22-03 – Looyenga Estates Final Plat; located at: 1420 N. 7th Street (southwest corner of the intersection of 7th Street and Linden Avenue)

As Recommended by the City Engineer

8. **Resolution No. 23-013:**
 - a. Approval of a Lease Agreement with the Arts & Cultural Alliance for the Riverstone Concert Series.
 - b. Approval of a Lease Agreement with KOEP Concerts for a Summer Concert Series at City Park.
 - c. Approval of an Agreement with Kootenai County for Fuel Mitigation at Veterans Centennial Park.
 - d. Approval of Funding from Public Art Fund – River District URD to the Arts & Cultural Alliance for the Riverstone Park Amphitheater Shade Cover completion.
 - e. Approval of an Addendum to the Master Agreement with KCEMSS.
 - f. Approval of Amendment No. 2 to the International Association of Firefighters (IAFF) Local No. 710, Collective Bargaining Agreement, Article 8-Staffing.
 - g. Approval of Amendments to Personnel Rule 11, Unpaid Leave of Absence, and Personnel Rule 27, FLSA Exempt Employees.
 - h. Approval of the Survey and Geotechnical Engineering Contract with HMM Engineering for Police Headquarters Remodel and Expansion Project.

As Recommended by the General Services/Public Works Committee

I. PUBLIC COMMENTS (Non-action): (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 this evening for those items listed on the agenda.)

J. PUBLIC HEARING:

Please sign up to testify at <https://www.cdaid.org/signinpublic/Signinformlist>

1. (Quasi-judicial) - ZC-2-22 - A Proposed Development Agreement for 1095 E. Timber Lane; Applicants: Richard and Susan Bennett

Staff Report by: Sean Holm, Senior Planner

- a. **Resolution No. 23-014:** Approval of a Development Agreement for 1095 E. Timber Lane (ZC-2-22).
2. (Legislative) - O-1-23 - Amendments to Municipal Code Chapter 17.08, Article X, Entitled Short-Term Rentals; Repealing M.C. § 17.08.1030(G) which Provides a Permit Exemption for STRs Rented Fewer than 14 days in a Year, and Amending M.C. § 17.08.1050(B), to Provide that Violations for Operating without a Permit will have Civil Penalties (set by Resolution).

Staff Report by: Renata McLeod, Municipal Services Director

- a. **Council Bill No. 23-1003**—Repealing M.C. § 17.08.1030(G) which Provides a Permit Exemption for STRs Rented Fewer than 14 days in a Year, and Amending M.C. § 17.08.1050(B), to Provide that Violations for Operating without a Permit will have Civil Penalties (set by Resolution).
3. (Legislative) - Fee Hearing: Fee Adjustments for the Parks and Recreation, Planning, and Water Departments.

Staff Report by: Renata McLeod, Municipal Services Director

- a. **Resolution No. 23-015:** Approval of Fee Adjustments to the Parks and Recreation, Planning, and Water Departments.

K. OTHER BUSINESS CONTINUED:

2. **Resolution No. 23-016:** Approval of a Moratorium for New Short-Term Rental Permits for the Permit Year March 2023-2024.

Staff Report by: Renata McLeod, Municipal Services Director

L. EXECUTIVE SESSION: Pursuant to Idaho Code 74-206(1)(b), to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

M. ADJOURNMENT:



Coeur d'Alene

CITY COUNCIL MEETING

February 21, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

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

February 7, 2023

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 February 7, 2023, at 4:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

INVOCATION: Pastor Paul Van Noy of Candlelight Church led the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Evans led the pledge of allegiance.

ANNOUNCEMENTS:

Councilmember McEvers noted TDS was now broadcasting CDA-TV in high definition on Channel 5.

Councilmember Gookin said he had attended AIC Officials' Day at the Capitol and Governor Little had spoken on how many people had moved to Idaho, Idaho's current AAA credit rating, his efforts to increase teacher's pay and student literacy, property tax relief, workhouse housing, transportation projects, and that Idaho was in a good position if the country continued to move toward a recession. President Pro Tempore Chuck Winder spoke about his priority of property tax relief, education choice- money follows student, school choice, Transportation Department's bridge work, and increasing technical education. Speaker of the House Mike Moyle spoke of education funding, Medicare expansion, process of appointing judges, how committee chairs process laws, water issues, and property tax relief. Senator Doug Ricks, Chair of the Local Government and Taxation Committee, spoke of \$120 Million in tax relief, having growth pay for itself, and increasing the grocery sales tax. Senator Scott Grow and Representative Jason Monks spoke of property tax relief. He noted he had a great visit to the City's Composting Facility. He said he would still like the following issues brought forth to a future council meeting: Downtown parking and height limitations, and a Budget amendment to incorporate the change in pay for First Responders.

Mayor Hammond requested the appointments of Lindsey Sichelstiel and Abby Light to the Arts Commission, and Gina Davis to the Urban Forestry Committee.

DISCUSSION: Councilmember Gookin said he would like to see new applicants appointed to the City's boards and commissions. Mayor Hammond noted the openings had been advertised and no other applications had been received.

MOTION: Motion by Evans, seconded by Miller, to appoint Lindsey Sichelstiel and Abby Light to the Arts Commission and Gina Davis to the Urban Forestry Committee. **Motion carried with Councilmember Gookin voting no.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the January 17, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes from January 23, 2023.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, February 13, 2023, at 12:00 noon.
6. Setting of a Public Hearings for February 21, 2023:
 - a. 1095 E. Timber Lane - Approval of a Development Agreement Limiting the Applicant to Build One (1) Single Family Home and One (1) Duplex on the Property for the Recently Approved Zone Change Request (ZC-2-22); Applicant: Richard and Susan Bennett
 - b. Fee Hearing: Fee Adjustments for the Parks and Recreation, Planning, and Water Departments.
7. Approval of SS-22-08 – Grover Addition Final Plat; located at: 1266 W Hanley Ave. (South side of Hanley Ave. between Idlewood & Pinegrove Dr.)

As Recommended by the City Engineer
8. Approval of the Cemetery Transfer from English Funeral Chapel to Sorin Nickleolescu, Section K, Block 3, Lot 7, Forest Cemetery. (\$40.00)
9. Approval of the Repurchase of a Cemetery Niche from Judie Frost, Section FOR, Block NR1, Niche 34 in the Amount of \$1,900.00.
10. **RESOLUTION NO. 23-009-** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT FOR THE CLEANING, INSPECTION, AND REPAIR OF THE WASTEWATER CENTRIFUGE AND ASSOCIATED GEARBOX WITH ALFA LAVAL, INC., IN THE AMOUNT OF \$51,387.34; PURCHASE OF A 2023 FORD TRANSIT VAN FROM MIKE WHITE FORD FOR THE WATER DEPARTMENT; AND AGREEMENT WITH TREANORHL TO PROVIDE MASTERPLAN AND DESIGN SERVICES FOR THE FIRST PHASE OF THE POLICE DEPARTMENT EXPANSION AND REMODEL.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-009.**

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

RESOLUTION NO. 23-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE 2022 CITY OF COEUR D'ALENE WASTEWATER COLLECTION SYSTEM (SEWER) MASTER PLAN UPDATE.

STAFF REPORT: Mike Becker, Wastewater Capital Program Manager said the Wastewater Department (Department), was requesting Council approve the implementation of the 2022 Wastewater Collection System (Sewer) Master Plan Update. Mr. Becker explained in his staff report that since 2002, and every 10 years since, the Department had hired consultants to complete or update a comprehensive analysis of the City's public sanitary sewer collection (conveyance) system. The analysis included studying and assessing existing, committed, and master plan sewer flows based on city-wide growth trends and developments. He said it was a vital tool used to identify deficiencies within the City's sewer collection system and prioritize rehabilitation and replacement projects to correct the deficiencies. He noted it also forecasted potential capacity issues as it relates to growth and creates a Capital Improvement Plan (CIP) to address the issues. The 2022 Sewer Master Plan was a comprehensive report and included numerous updates to the previous 2013 Sewer Master Plan. He mentioned as the City continued to grow, demands on the existing sewer system were constantly evolving, requiring updates and eventually a comprehensive revision. The goal of the 2022 Sewer Master Plan was to continue helping the Department manage the entire sanitary sewer collection system. He said a total of 52 sewer system issues had been identified as potential CIP projects over the next 20 years, and nearly 78% of the estimated \$47,913,000 total capital cost were for projects flagged "as needed" and growth dependent. He said as the City's sewer system expanded, sewer infrastructure deficiencies were continuously being discovered, those found in the 2022 Sewer Master Plan were first identified using the Asset Management Program, and they made up nearly 5% of the estimated 20-year Capital Costs at \$7,008,000. He noted by using the Asset Management Plan, the Department would need to continue budgeting at least \$800,000.00 annually for rehabilitation/replacement projects. This will extend the service life of the sewer repaired another 50 to 100 years.

DISCUSSION: Councilmember McEvers asked if the City or developers paid for infrastructure, with Mr. Becker responding it was paid by the developer and they are tasked with extending utilities to their development. Councilmember Wood asked if 10-year updates were required for the Sewer Master Plan, with Mr. Becker responding it was not a requirement but had been the Department's procedure. Councilmember Wood noted she would like 10-yr Strategic Plans for all City Departments and an overall City Strategic Master Plan.

MOTION: Motion by McEvers, seconded by Miller, to approve **Resolution No. 23-010** – Approval of the acceptance and implementation of the 2022 Wastewater Collection System (Sewer) Master Plan Update.

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

RESOLUTION NO. 23-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE DONATION TO THE CITY'S PUBLIC ART COLLECTION OF THE FOLLOWING ARTWORK: "U.S. ARMY SOLDIER" BY TERRY LEE, DONATED BY CHARLES AND GINGER FORD, ON BEHALF OF THE BUD FORD ESTATE.

STAFF REPORT: Stephanie Padilla, City Accountant asked Council to accept the donation from Charles and Ginger Ford, on behalf of the Bud Ford Estate, of the life size bronze statue entitled "U.S. Army Soldier" by artist Terry Lee, valued at \$60,000, to the City's public art collection. Oversight responsibilities of the Arts Commission included donations of artwork to the public collection. She said the Arts Commission was excited to add an additional piece of art to the City's collection and the donated statue would be added in the vicinity of the History Walk in McEuen Park. She noted the History Walk currently displayed bronze statues of a Lumber Jack, Farmer, Working Man, Suffragist, and Miner, and represented the historic foundation of the City of Coeur d'Alene. She said the Arts Commission, at their meeting held on April 26, 2022, voted unanimously to accept the future donation of the piece of art known as "U.S. Army Soldier," as commissioned by the late Bud Ford, and to recommend that Council accept the donated art piece, valued at \$60,000. She mentioned pursuant to finishing foundry work, the artwork would be scheduled for completion and installation in September 2023. She said the art piece was originally commissioned by the late Bud Ford, and Charles and Ginger Ford had agreed to the total financial donation in the amount of \$60,000, which would cover the full cost to Terry Lee Studio, Inc., to complete the art piece. She noted there would be costs associated with the installation and maintenance of the piece, which would be covered by the public art fund. The art piece will be included in the City's assets and covered by insurance. She noted that donations of a quality piece of art is an extremely cost-effective way to enhance and build upon the City's impressive public art collection.

DISCUSSION: Councilmember English said it was a wonderful gift and suggested installation at Veterans Plaza.

MOTION: Motion by Evans, seconded by English, to approve **Resolution No. 23-011** – Acceptance of Donated Artwork from Charles and Ginger Ford Entitled "U.S. Army Soldier" by Artist Terry Lee, into the City's Public Art Collection.

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

COEUR TERRE ANNEXATION REQUEST (QUASI-JUDICIAL)

A-4-22- ANNEXATION OF +/- 440 ACRES FROM COUNTY AG SUBURBAN TO CITY R-8, R-17, C-17L, & C-17 (COMMONLY KNOWN AS COEUR TERRE) AND APPROVAL OF AN ANNEXATION AND DEVELOPMENT AGREEMENT. LOCATION: N. OF I-90, S. OF W. HANLEY AVE, E. OF HUETTER RD; APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC.

STAFF REPORT: Sean Holm, Senior Planner said Kootenai County Land Company, LLC, through their representative Connie Krueger, was requesting consideration of annexation for a +/- 440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into the City limits with a mix of zoning designations which included: R-8, R-17, C-17L, and C-17. He said they were also requesting Council's approval of the proposed Annexation and Development Agreement (DA) for the project known as Coeur Terre. He said the subject property was located on the west side of the City, north of I-90 and W. Woodside Avenue, south of the future W. Hanley Avenue extension, east of N. Huetter Road, and west of N. Buckskin Road, Lancaster Road, N. Arthur Street, and W. Industrial Loop. He noted the subject property was vacant except for a large water tower owned by the City on a leased parcel in the northeast corner. He said there were two (2) homesites east of N. Huetter Road which were not included in the request. He noted the Planning Commission had heard and approved the annexation and Development Agreement request at their regularly scheduled meeting on October 11, 2022. Mr. Holm noted that there were four (4) findings required for the zone change and were as follows: Finding #B8 - The request is or is not in conformance with the Comprehensive Plan policies; Finding #B9 - Public facilities and utilities are or are not available and adequate for the proposed use; Finding #B10 - The physical characteristics of the site do or do not make it an acceptable request at this time; Finding #B11 - The proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and/or existing land uses. He presented the surrounding zoning, land uses, applicable Comprehensive Plan objectives, provided staff input regarding the finding categories including traffic, and the details of the proposed Annexation and Development Agreement which addressed water, wastewater, and street needs. He noted Council was tasked with making findings to approve, deny, deny without prejudice, or table the decision to a date certain, and that a separate motion was required for the Annexation and Development Agreement.

DISCUSSION: Councilmember Wood asked what the zones were for property abutting the proposed annexation's property, with Mr. Holm responding to the north was R-8, M, R-3 and R-1 to the east, and R-3 to the south. Councilmember McEvers asked what had happened to cause the annexations of the surrounding properties, with Mr. Holm responding there was a public health need to provide sewer services to the properties. Councilmember English asked what public input would be available when future decisions for the project were made, with Mr. Holm responding it would be dependent on the requests from the developer. For a subdivision application, it would be a public hearing at the Planning Commission, which could include Planned Unit Development (PUD) requests, and if the request was to amend the DA it would need to be approved by the City Council. City Attorney Randy Adams noted Council approves all final plats of subdivisions, and had final say on DAs and any amendments to them. Councilmember Gookin asked if items would come to Council on the consent calendar or a decision item, with Mr. Adams responding

subdivision plats were normally placed on consent, yet Council always had the opportunity to pull consent items for discussion. Mayor Hammond clarified the annexation, zoning, and DA were being discussed at this time, and the subdivision would come forward at a later time for review and approval. Councilmember McEvers asked if phasing of the project was subject to change and how were the school sites chosen, with Mr. Holm responding it was dependent on how the project was approved and that major changes would require it go back to the Planning Commission for modification, and the school question would be for the applicant. Mr. Holm reiterated that major changes to the DA would require Planning Commission and Council's approval. Councilmember Evans asked about the phasing and traffic studies, with City Engineer Chris Bosley responding at each phase, or every two (2) years as stated in the DA, a transportation study is required. Councilmember Gookin asked about the utilities, and said by his estimates of the total housing units allowed with the requested zoning, there could be 5,322 units, over 10,000 cars, and felt the area would be maxed out and could the City manage the potential of 10,000 cars. He asked if the Traffic Impact Report was based on the potential traffic numbers, with Mr. Bosley responding KMPO ran many scenarios to get a baseline, it was based regionally, and looked at how streets would be affected as each phase came forward. He noted any traffic studies completed now using complete buildout numbers, would be invalid by the time the development was actually completed. Councilmember Gookin asked how many lane miles there would be at build out and how it impacted snow plowing, with Streets Superintendent Todd Feusier responding he was not aware of the total lane miles yet looking at the project in order to provide snow plowing for the development it would require another team of 2 with another plow and grader. Councilmember Gookin asked if there was water capacity for 5,000 homes, with Water Superintendent Terry Pickel responding with the proposed additional well site, Heutter well, and based on 7,900 residential units, there would be water to serve the project and additional water capacity for other City use. Councilmember Gookin asked what was wastewater's maximum capacity, with Superintendent of Wastewater Mike Anderson responding he had worked with the developer, and the DA addressed the future needs. He said future development would provide additional infrastructure that was needed, and they would review capacity on an annual basis. Mr. Anderson said growth of the plant was done by capitalization fees. Councilmember Gookin asked about Indian Meadows pipeline, with Mr. Anderson responding the line would need to be upgraded along the Appaloosa Road trunk main. Councilmember Gookin asked what the thought process had been for the list of non-allowed uses in the DA, with Mr. Holm explaining staff had looked at allowable uses in the downtown core. Councilmember Wood asked why some of the restrictions were proposed by the City, with Mr. Holm responding Council could make changes to the list if they desired to do so. Councilmember Wood asked from a public safety perspective, were five (5) street accesses needed to the property and the Hanley traffic circle, with Captain Walther responding the preferred access would be at each ½ mile point which could be stretched to one-mile, and they didn't feel they needed (5) access points to the proposed development. Captain Walther said the traffic circles near the schools have had issues with too much traffic during drop-off and pick-up, distracted driving, and many not understanding the rights-of-way. Deputy Fire Chief Bill Deruyter said future Fire Station 5 would be located near Seltice Way, the Fire Department was response time driven, and the majority of their calls were to multifamily residences. He said road access through to Heutter Road would be preferred. Councilmember English asked about traffic mitigation on Atlas Road, with Mr. Bosley responding there was currently no funding identified for improvements to Atlas Road.

Kootenai Metropolitan Planning Organization (KMPO) Planner Ali Marineau said she had worked on the conceptual plan of the project and the potential impacts to the region. She explained they used a Travel Demand Model (peak hours) which included 3-steps: Trip Generation, Distribution, and Assignment. She noted the type, size, and location of development was looked at in order to quantify impacts based on growth/land use types. She said the 2035-2045 forecast included roadways (SH-41 widening, I-90 widening, Poleline-Hanley construction, Atlas and Huetter Roads widened to three (3) lanes) and development (Prairie Crossing, additional commercial land use along Huetter Road, Meyer Road connection, Atlas Waterfront/River's Edge). She said travel patterns shift due to additional collector road networks and most facilities with planned improvements could tolerate additional traffic. She noted some locations would need to be addressed for future growth with or without the proposed development and mentioned there were currently traffic issues at Kathleen Ave and Atlas Road, and Nez Perce Road and Atlas Road. She said southeast travel from the development was most likely.

Councilmember English said he anticipated traffic to travel from west to east, and felt some would travel the opposite direction if retail/professional services were available. Councilmember Gookin asked if the Heutter Bypass was used in the modeling, with Ms. Marineau responding it was included, and was planned for the future as funding became available. Mayor Hammond asked if rights-of-way acquisitions were in progress for the Heutter Bypass, with Ms. Marineau responding they had not yet begun acquisitions yet environmental review was currently being done. Councilmember McEvers asked how three (3) lanes of traffic would add capacity to the roads, with Ms. Marineau explaining the dedicated turn lanes would ease congestion as the traffic would not back up in the roadway while waiting to make turns.

Mayor Hammond opened the public testimony portion of the hearing.

APPLICANT:

Brad Marshall, Planner with JUB Engineers introduced the applicant team. He noted Coeur d'Alene Place was a well-planned phased project and he felt the Coeur Terre project would also be a well-planned, phased project. Melissa Wells, President of Kootenai County Land Company LLC, said they were a local company, had focused on collecting input from the community and incorporating it into the plans. She said the proposed Master Plan for the Coeur Terre project had been in the works for ten (10) years, the property was located within the City's Area of City Impact (ACI) since the 1990's, and the 2022-2042 Comprehensive Plan identified the property for potential development. She said the phased buildout would take 20-30 years. Mr. Marshall said they were seeking annexation and zoning, and the property would be developed below the allowable zoning density. He said sewer and water capacity were based on the current count and they were not seeking subdivision approval at this time. He said there would be many opportunities to review each subdivision as they came to fruition. He said they had received extensive community input, contacted surrounding properties, and had met with all stakeholders. He said they had met with staff to work on the DA, which addressed City utilities and public street improvements. He mentioned the economic benefits would be \$2.5 Billion into the community, 900 new jobs, including two (2) new schools with approximately 100 jobs, sales and property tax revenue of \$4.4 Million at buildout, and expanded services as a result of the growth. Connie Krueger, Principal Planner of Stonehenge Development & Government went over the ACI area

and noted area planning had started over 30 years ago, the property had been identified to be annexed by the City, and was identified in the City's current Comprehensive Plan. She said they had analyzed the needs of the area, R-8 was the largest zone in the project, and it generally equated to 3.4-4.2 units per acre once easements and rights-of-way were identified. She noted the C-17 zone would allow work/live prospects. She said workforce housing was desired and had been addressed in the Annexation Agreement with 5% dedicated to the issue. She said they had entered into a Memorandum of Understanding (MOU) with the Coeur d'Alene School District (District) and a middle and elementary school were included in the project with the location chosen by the District. Gabe Gallinger, Engineer of Kootenai County Land Company LLC said his team had met with City staff to incorporate parks and trails into the project. He noted included in the Master Plan were one (1) 5.4-acre neighborhood park, one (1) 12.3-acre community park, green space, and a trails system with 4-miles of new trails. He noted the main street connectors were Heutter Road and Hanley Ave, and they had identified connectors through the existing neighborhoods east of the project. He said they would work with the City and emergency services to ensure the best routes for streets were identified. He mentioned there were existing water wells, tanks, and pipes and a future well site which would be dedicated to the City. He said the City's Wastewater Master Plan identified current and future infrastructure needs, and there was current capacity to serve the proposed development with existing connection points adjacent to the property.

Mayor Hammond called for a five-minute recess at 6:39 p.m. and called the meeting back to order at 6:46 p.m.

PUBLIC TESTIMONY:

Donny Gardiner, Coeur d'Alene, spoke in opposition and noted the Indian Meadows neighborhood did not have sidewalks and he was concerned with traffic impacts and incomplete traffic studies.

Tom Berube, Coeur d'Alene, spoke in opposition and noted there were many problems with the proposal and out-of-hand growth within the City. He requested the streets not be routed through the existing neighborhoods.

Ronald McGhie, Post Falls, spoke in opposition and noted he had concerns with the process. He mentioned the Planning Commission had concerns with the project and had said they would be addressed in the PUD and subdivision applications. He requested a public workshop be held before approving the zoning changes.

Bridget Sundahl, Coeur d'Alene, spoke in opposition, said Indian Meadows was a treasure, and streets cutting through the neighborhood would have an impact to the people and delicate ecosystem of the area.

Roger Ruddick, Coeur d'Alene, spoke in opposition and noted as referenced in the Coeur Terre Master Plan, it was stated that the project would fit nicely with the existing neighborhood, which he felt would stand in stark contrast to the Indian Meadows neighborhood zoned R-1, as opposed to the proposed R-8 zoning.

Lorelei Ruddick, Coeur d'Alene, spoke in opposition, stating her concern was with the zoning density.

Don Webber, Coeur d'Alene, spoke in opposition and noted there were many unanswered questions in regard to the traffic study and compatibility with the existing R-1 zoned neighborhood.

Madelyn Knutson, Coeur d'Alene, spoke in opposition and said there were concerns with the streets connecting to the existing neighborhoods which had not been addressed by the developers.

J. Mike Fitzsimmins, Coeur d'Alene, spoke in opposition and felt approval of the Annexation and Development Agreements were premature at this time. He was concerned the proposed development would affect his property value.

Ronda Bowling, Coeur d'Alene, spoke in opposition and said she agreed with her neighbors' previously stated comments. She noted the existing neighborhood roads were never intended to connect to future development.

Mike Bullard, Coeur d'Alene, spoke in opposition and asked Council to table or deny the annexation request. He said there were problems with traffic now and adding 10,000 vehicles would not be feasible.

Deborah Wilson, Coeur d'Alene, spoke in opposition and asked Council to vote no on the annexation request as it would be devastating to the surrounding neighborhoods.

Katherine Hall, Coeur d'Alene, spoke in opposition and asked for her neighborhood to be protected and that impacts to the neighborhood be considered in Council's decision.

Connie Kruger, Coeur d'Alene, read a letter from the Jeff Voeller, Director of Operations for the Coeur d'Alene School District, which was in support of the project. Councilmember Gookin stated part of the MOU between the applicant and the District included a letter of support.

Alex Sincaski, Coeur d'Alene, spoke in opposition and said the largest concern was traffic impacts.

Russ McLain, Coeur d'Alene, stated he was neutral on the project and noted his concerns were exploitations of the area.

Maureen Jacobi, Post Falls, who spoke in opposition and said she felt the project had been planned for many years, yet she had barely been made aware of it, and asked for more community involvement.

Dan Chapleski, Coeur d'Alene, spoke in opposition and said the project's Finding B:11 would negatively affect the existing neighborhood in regard to the proposed five (5) street connectors.

Sean Jackson, Coeur d'Alene, spoke in opposition and noted he knew the site would eventually be developed but not at the density proposed. He didn't feel the project was a good fit for Coeur d'Alene.

Scott Krajack, Coeur d'Alene, spoke in favor and noted Coeur d'Alene Place was a desired location, the proposed project was similar in design, and would be a good neighborhood for the community.

Andrew Hall, Coeur d'Alene, spoke in opposition and said his neighborhood was unique. He felt the project would be a problem for future generations, and asked that the roads in Indian Meadows not be connected to the new development.

Brenda Nearpass, Coeur d'Alene, spoke in opposition and mentioned housing needs had changed, there currently was not a shortage of homes, and buyers preferred a larger lot.

Patrick Wilson, Coeur d'Alene, spoke in opposition and stated he was concerned with an increase to traffic decreasing his property value.

David Hoekendorf, Coeur d'Alene, spoke in opposition and stated he was concerned with the high-density zoning and ensuing traffic impacts.

Raena Pinchuk, Coeur d'Alene, spoke in favor and noted she happily lived in an Architerra Homes development which provided a nice environment with amenities within walking distance.

Don Schmitt, Coeur d'Alene, spoke in opposition and noted there were 2,826 single family homes served by Atlas Rd and didn't wish his street to be turned into a collector street.

Rob Orth, Coeur d'Alene, spoke in favor and said he was President of Tomlinson Realty which was a part of the brokerage firm that represents Architerra. He noted there was a housing shortage and the project addressed the "missing middle" type of housing.

John Hurley, Coeur d'Alene, spoke in opposition and asked how the project and any future developments would affect the aquifer.

Suzanne Knutson, Coeur d'Alene, spoke in opposition and noted she lived 600' from the project. She said in 1973 there were no zoning codes in Kootenai County for properties under two (2) acres. She asked why the project didn't consider R-1 or R-3 zoning, and why developer's input was included in developing the 2022-2042 Comprehensive Plan, which she felt was a conflict of interest. Councilmember Gookin asked Ms. Knutson if she would be okay with the development if it was R-1, and how would she propose to mitigate housing stock and pricing without the density, with Ms. Knutson responding she would be okay with R-1 as that was what the comprehensive plan called for. She mentioned she wasn't sure on mitigation of housing yet felt high-density wasn't the answer and that a lot of housing stock was now being used as short-term rentals.

Rob Knutson, Coeur d'Alene, spoke in opposition and noted Indian Meadows was annexed into the City in 1982. He felt there was not enough thought placed in development of the property and the future impacts to the community.

Lori Barker, Coeur d'Alene, spoke in opposition and said if the roads were connected it would devastate the neighborhood.

Tom Tripp, Coeur d'Alene, spoke in opposition and noted he had lived in the area for many years, and that Nez Perce Road was already being traveled at a high rate of speed.

Will Cushman, Coeur d'Alene, spoke in opposition and was concerned with potential traffic impacts the development would bring.

Brett Hanby, Post Falls, spoke in opposition and mentioned housing inventory was currently up, the annexation's Master Plan didn't fit with the existing neighborhoods, and it wasn't liked by a majority in the community.

Betsy Bullard, Coeur d'Alene, spoke in opposition and said Indian Meadows was a unique neighborhood in Coeur d'Alene and asked that the quality of the neighborhood be preserved.

Nate Dyk, Coeur d'Alene, spoke in opposition and noted Coeur Terre was being over-developed and concerns should be addressed now as it would impact the community for many years.

Ted Smith, Coeur d'Alene, spoke in opposition and noted he had concerns with the traffic planning of the development. He said the expectation had been their neighborhood roads would connect to development with similar density to the existing area.

Councilmember Gookin asked Mr. Marshall what type of jobs would be added, with Mr. Marshall responding it would be a mix of professional services. Councilmember Gookin asked for additional information regarding the school site sale to the District, with Mr. Marshall explaining they were selling one (1) parcel to the District at reduced market value for the middle school, and the other site for the elementary school would be included in the project as it would be needed due to the development. Councilmember Gookin asked if they would be returning at a later time asking for increased density, with Mr. Marshall responding they would not, and that they were in agreement with the terms of the DA which included the prohibited land uses. Councilmember Gookin asked when the 5% workforce housing aspect would get underway, with Mr. Marshall responding they would start immediately. Councilmember Gookin noted the development continued west of Heutter Road and would they be asking the City for annexation of the property located west of the current annexation, with Mr. Marshall responding they would not.

Councilmember Wood asked if the District sites were set in stone and didn't understand why they were so far apart, as there were potential shared resources to be had if they were close to each other. Mr. Gallinger said they had engaged the District early on and the District had chosen the sites for the future schools. He explained zoning was chosen based on where the school sites were located. Councilmember Wood asked about impacts to existing neighborhoods by connecting streets and had discussions been held with the neighborhoods, with Mr. Gallinger responding they had conversations with those in the affected neighborhoods and would continue to work with the community.

Mayor Hammond asked about the school locations and noted there was true value having the sites connected. He said the second issue was traffic and would like it engineered to connect to Seltice Way to alleviate some of the concerns.

Councilmember Miller asked about the development being built-out below the allowed zoning, and had modeling been done on eight (8) units per acre or the reduced 3-4 units per acre, with Mr. Gallinger explaining they were unable to build eight (8) units in R-8 once they accounted for streets, trails, rights-of-way, etc. He said KMPO modeled on an average of five (5) units per acre. Councilmember Miller asked if there was a requirement to add connectors to other developments, with Mr. Gallinger responding he was not aware of a requirement to do so. Councilmember Miller said she didn't feel the project and Coeur d'Alene Place were the same as nothing had been built near CDA Place when construction started. Councilmember Miller asked if there was a construction plan for access to the site, with Mr. Gallinger responding access would be from Huetter Road and they could add the language to the DA if needed. Councilmember Miller asked if there had been conversations about some of the existing neighborhood roads becoming cul-de-sacs, with Mr. Gallinger responding they would address those issues in the PUD process.

Councilmember Wood asked if there was a buffer zone between the R-1 and R-8 areas, with Mr. Gallinger explaining there would be a pathway buffer between backyards.

APPLICANT REBUTTAL:

Mr. Marshall said in his business there wasn't generally support for development, yet there was a need for housing in the community. He noted the density was lower than proposed and they were bound by the Annexation/Development Agreement and were open to working with staff to mitigate neighborhood concerns. He noted Indian Meadows and surrounding neighborhoods were currently away from services and the Coeur Terre development would add services and schools. He said the planning process took time and it was important to have projects in the pipeline when the market improved again. He reiterated the project was in the City's ACI and aligned well with the Comprehensive Plan.

Mayor Hammond closed the public testimony portion of the hearing.

Councilmember Wood stated there were impacts to the City with these types of projects. She asked the department heads how many additional staff would need to be added to provide services to the project at build-out. Police Chief Lee White said 15 officers plus one (1) or two (2) school resource officers. Parks and Recreation Director Bill Greenwood said his department would need an additional 4-5 full-time employees. Deputy Fire Chief Deruyter said a 5th Fire Station with nine (9) members and an additional fire apparatus. Mr. Feusier said the Streets/Engineering Department would need an additional 2-3 staff members and additional equipment. Municipal Services Director Renata McLeod said staffing levels would be dependent on increases to business licenses, special permits, etc. Mr. Adams said the Legal Department would not be affected. Mr. Anderson said the Wastewater Department would require an additional apparatus and two (2) staff members. Mr. Pickel noted the Water Department would need to hire two (2) operators as the water system grew, and Community Planning Director Hilary Patterson said they would require one (1) additional full-time planner.

Councilmember McEvers asked what would be the process if Council wanted to change the DA before them, with Ms. Patterson responding if staff were directed to make revisions, they could ask them to work with the applicant team and then the DA would come back to Council for

approval. Mr. Adams noted new conditions could be offered at the time of the hearing and if the applicant was in agreement they could be incorporated into the agreement at the time of the hearing. He said if a new DA was required it would not be subject to a new public hearing since it would be considered a contract.

Councilmember Evans asked what tools were available to encourage changes to the road alignments, with Ms. Patterson responding it could be done through the subdivision and PUD stages. Mr. Adams noted the Municipal Code section related to subdivisions stated local streets which served primarily to provide access to abutting property only, must be designed to discourage through traffic.

Councilmember McEvers suggested access to the proposed development by Hanley Avenue and Huetter Road only.

Councilmember Gookin asked for clarification of the difference in denying the annexation, and denying without prejudice, with Ms. Patterson explaining if Council chose to deny the request, the applicant would have to wait at least one (1) year to submit another request, and if they voted to deny without prejudice the applicant may immediately return with another request for annexation.

MOTION: Motion by Gookin, seconded by Wood, to deny without prejudice, A-4-22 +/- 440 Acres from County AG Suburban to City R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre). Location: North of I-90, South of West Hanley Ave, East of Huetter Rd; Applicant: Kootenai County Land Company, LLC and to develop the necessary Findings and Order for return visit.

DISCUSSION: Councilmember Gookin said the current proposal did not meet finding B-11 as it did affect the surrounding neighborhoods, and noted there was no transition from the existing neighborhood, which had low-density zoning, to the new development. Councilmember McEvers suggested modifying the DA instead of denying the annexation agreement. Councilmember Miller asked when Council would have an opportunity to provide input to the developer, with Mr. Adams responding they may provide their input to staff, and staff would approach the applicant with the suggestions. Councilmember Wood suggested more time be spent working on concerns and then return to Council. Councilmember English said he felt there were still refinements which were needed. Mr. Adams said if the project was denied without prejudice, the applicant would be required to submit a new application which would start the hearing process over again beginning with the Planning Commission and then Council via public hearings. Mr. Adams mentioned an option for Council was to return the request to the Planning Commission for further modifications and they had 40 days to report back.

MOTION WITHDREW: Councilmember Gookin withdrew his Motion with concurrence from Councilmember Wood.

Ms. Patterson noted if desired, Council may delay/defer their decision for 15 days in order to give staff time to work with the applicant to make the desired revisions to the DA. Councilmember Miller said she wanted a cohesive list of items to be negotiated and included in the DA, such as the buffer zone adjoining existing properties to new ones, location of school sites, traffic studies,

5% workforce housing, road connectors, and east access for public safety. Councilmember Gookin asked what the quasi-judicial process was between then and the next meeting, with Mr. Adams responding they could not deliberate with each other, or members of the public, and could not seek any further evidence before making their decision.

MOTION: Motion by Gookin, seconded by English, to defer the decision to the next regularly scheduled Council meeting.

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

ADJOURN: Motion by McEvers, seconded by Gookin, that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 9:50 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

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February 13, 2023

GENERAL SERVICES/PUBLIC WORKS COMMITTEE MINUTES

12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
~~Council Member Christie Wood~~ ABSENT
Council Member Dan English
Council Member McEvers

CITIZENS

Shawn Koorn, HDR Engineering

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Bill Greenwood, Parks and Recreation Director
Troy Tymesen, City Administrator
Stephanie Padilla, Liaison to the Arts Commission
Mike Anderson, Wastewater Director
Melissa Tosi, Human Resources Director
Captain Dave Hagar, Police Department
Craig Etherton, Deputy Fire Marshal
Chief Tom Greif, Fire Department

Item 1. Approval of a Lease Agreement with the Arts & Cultural Alliance for the Riverstone Concert Series

(Consent)

Bill Greenwood, Director, Parks and Recreation Department, is requesting Council approve a three-year lease agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series. Mr. Greenwood explained in his staff report that the Arts & Culture Alliance has been operating and managing the Riverstone Concert series at Riverstone Park for the last 11 years with great success and the series has been well received by the community from its inception. The concert performances are on Thursday evenings beginning the first week of July thru the last week in August. The concerts are free to the public. The City does not have any financial outlay for the concert series. The A&C Alliance raises all funds and pays the fees associated with park use. Prior to the first concert series, the A&C Alliance will pay the City \$5,000, together with a \$5,000 security deposit. The fee will increase each subsequent year of the contract to account for inflation. The funds received for the series will go into Parks Capital Improvements.

MOTION: by English, seconded by McEvers to recommend that Council approve the Lease Agreement with the Arts & Cultural Alliance for the Riverstone Concert Series. Motion Carried.

Item 2. Approval of a Lease Agreement with the KOEP Concerts for a Summer Concert Series at City Park

(Consent)

Bill Greenwood, Director, Parks and Recreation Department, is requesting Council approve a three-year Lease Agreement with Koep Concerts for a summer concert series in City Park. Mr. Greenwood explained in his staff report that the City of Coeur d'Alene has been fortunate to have a Summer Concert Series in City Park for the last 30 years sponsored by Handshake Productions and Chris Guggemos. Unfortunately, Chris passed away this last year. The concerts are very successful and have become a Sunday afternoon pastime for a good number of residents. Staff has been asked by Chris's family and many members of our community who will carry on the

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Sunday concerts. Michael Koep has stepped forward to carry on the concert series in the same way that Chris Guggemos did. The City does not have any financial outlay for the concert series. All of the funds to produce the concert series will be raised by Koep Concerts.

MOTION: by McEvers, seconded by English, to recommend that Council approve the Lease Agreement with KOEP Concerts for a Summer Concert Series at City Park. Motion Carried.

**Item 3. Approval of an Agreement with Kootenai County for Fuel Mitigation at Veterans Centennial Park
(Consent)**

Bill Greenwood, Director, Parks and Recreation Department, is requesting Council approve an agreement with Kootenai County for the removal of timber from the property known as Veterans Centennial Park, 3013 E. Fernan Hill RD as part of the Hazardous Fuel Reduction project. As part of the agreement, any income generated from the sale of the timber would be directed to the county to contribute to the funding of the grant work. Mr. Goodwin explained in his staff report that the Parks Department has received grant funding to perform Hazardous Fuel Reduction in Veterans Centennial Park. Part of the Fuel Reduction project is to remove high risk and diseased/infested trees. The Urban Forester worked with the project manager to select roughly 40 trees to be removed before brush and limb removal begins. The goal of the tree removal is to reduce the risk to hand crews by removing high risk trees as well as to reduce the spread of disease and pest by removing diseased/infested trees. The Parks Department has used this method of removing timber from natural areas in the past and selling the timber to help reduce the cost of work by putting any profit from the sales back into the projects. A recent example of this was after the 2021 windstorm on Tubbs Hill. The County has been managing the grant funding for the project and has been in charge of dispensing funds since the grant work tied to the project began in 2020.

MOTION: by English, seconded by McEvers, to recommend that Council approve an agreement to remove timber with Kootenai County for Fuel Mitigation at Veterans Centennial Park. Motion Carried.

**Item 4. Approval of Funding from the Arts Commission to the Arts & Cultural Alliance for the Riverstone Park Amphitheater Shade Cover completion
(Consent)**

Stephanie Padilla, Finance Department, Arts Commission Liaison, is requesting Council approve funding in the amount of \$22,000.00 from the Arts Commission to the Arts & Cultural Alliance to be used to complete the Riverstone Park Amphitheater Shade Cover. Mrs. Padilla explained in her staff report that in 2020, the Arts & Cultural Alliance (A&C) spearheaded the project to install a shade structure over the Riverstone Park Amphitheater. The original cost was estimated at \$80,000.00, but due to engineering constraints and the soil composition at the site, cost went up significantly. The total cost to purchase and install the shade structure is currently \$175,000.00, of which the A&C has fundraised \$153,000.00. On January 24, 2023, the City of Coeur d'Alene Arts Commission approved funding in the amount of \$22,000.00 to complete the project. The project meets requirements of the Arts Ordinance and Policy as it would contribute to the enhancement of the performing arts. The Riverstone Park Amphitheater is owned by the City and all future maintenance of the shade cover will be completed by the City's Parks and Recreation Department. Funding for the project will

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come from the Public Art Fund – River District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

MOTION: by English, seconded by McEvers, to recommend that Council approve funding from the Arts Commission to the Arts & Cultural Alliance for the Riverstone Park Amphitheater Shade Cover completion. Motion Carried.

**Item 5. Approval of an Addendum to the Master Agreement with KCEMSS and an Amendment to the IAFF, L-710 Collective Bargaining Agreement
(Consent)**

Tom Greif, Fire Chief, is requesting Council approve an addendum to the current Master Agreement with KCEMSS and Amendment #2 to the International Association of Fire Fighters (IAFF) L-710 Collective Bargaining Agreement, Article 8. Chief Greif explained in his staff report that the CDA Fire Department has been providing two (2) Paramedic level ambulances since 2001 with the Kootenai County Emergency Medical Services System (KCEMSS) Master Provider Agreement reflecting these services. With the addition of the new ambulance (Medic 34) beginning on March 1, 2023, the agreement will need to be amended accordingly. The Collective Bargaining Agreement between the City of Coeur d'Alene and the IAFF Local 710 currently reflects a "minimum staffing level" of seventeen (17) firefighters per shift. With the addition of the new ambulance (Medic 34), there is a need to increase the "minimum staffing" to nineteen (19) firefighters per shift Tuesday through Friday after the ambulance is placed into service. Two (2) of the newly hired lateral Firefighter-Paramedics will be funded by the KCEMSS in the amount of \$240,000.00 per year. The third newly hired lateral Firefighter-Paramedic was approved through the 2022-2023 City budget process. Chief Greif said that both of these proposed changes are needed to implement the new ambulance (Medic 34).

MOTION: by English, seconded by McEvers, to recommend that Council approve the Addendum to the Master Agreement with KCEMSS, and the amendment to the Collective Bargaining Agreement with IAFF, L-710. Motion Carried.

**Item 6. Municipal Code Amendments to Chapters 13.08 and 13.16, Establishing New Wastewater User Charges and Capitalization Fees
(Information Only)**

Mike Anderson, Director, Wastewater, explained that they are here today to give a presentation for informational purposes only. Mr. Anderson noted that a public hearing is scheduled for March 7, at which time staff will be seeking Council's direction on adoption of the proposed modifications to Chapters 13.08 and 13.16 of the Municipal Code for the purpose of establishing new wastewater user charges and capitalization fees. Mr. Anderson noted that the modifications will establish the new wastewater user charges and capitalization fees for the five-year period from April 1, 2023, through March 31, 2028.

Shawn Koorn from HDR Engineering provided a PowerPoint presentation to the Committee.

The presentation is summarized by Mr. Anderson's staff report that explained that the new charges and fees will replace those defined in the 2017 Comprehensive Wastewater Rate Study. The recent rate study by HDR Engineering was authorized by the City Council in April 2022 (Resolution 22-015) and has taken into account

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the numerous operational and capital improvements made to the wastewater collection, treatment and compost facilities during the past five years, as well as anticipated future expenditures. Particularly, the rate study has incorporated the extensive operational costs that the City has incurred to meet the stringent discharge requirements of the National Pollutant Discharge Elimination System (NPDES) permit that was issued to the City in December 2014 by the United States Environmental Protection Agency (EPA), in which Idaho Department of Environmental Quality (DEQ) becoming the permit authority in 2018. Other driving costs were identified in the 2018 Facility Plan Update and include planning, design and construction of repairs to the secondary treatment process and expansion of the tertiary treatment process. The proposed modifications will provide the revenue required for the continued efficient operation of the facilities and enable the City to meet the discharge permit requirements through the City's Advanced Wastewater Treatment Facility. The rate study performed revenue requirement analysis, cost of service analysis, and rate design analysis to develop user rates and fees that adequately meet the wastewater utility's operating and capital expenses with revenues from customers. The study also addressed the fairness and equity of the current and proposed rates among the various customer classes.

Item 7. Approval of Amendments to Personnel Rule 11, Unpaid Leave of Absence, and Personnel Rule 27, FLSA Exempt Employees
(Consent)

Melissa Tosi, Director, Human Resources, is requesting City Council approve amendments for Rule 11 – Unpaid Leave of Absence and Rule 27 – FLSA Exempt Employees. Mrs. Tosi explained in her staff report that the proposed amendments to Rule 11 require more explanation from the employee in the reason for the leave, the length of the leave, why it is necessary, and any additional information that would be helpful in making a final determination with the request. The main amendment in the current language is changing the approval process of unpaid leave beyond twelve weeks from being approved by City Council to being approved by the City Administrator, after conferring with the applicable Department Head and Human Resources Director. This would be a more standard internal approval process for employees. Mrs. Tosi explained that the proposed amendments to Rule 27, besides some general housekeeping amendments, are due to the Deputy Fire Chiefs' previously negotiated Memorandum of Understanding (MOU) benefits, now being proposed to be incorporated into the Personnel Rules. The Deputy Fire Chiefs have agreed to no longer be covered by their previous MOU and, as a result, will move under the Personnel Rules. The on-call compensation benefit was approved by Council at the December 20, 2022, City Council meeting and is for the rotating weekly on-call schedule, for on-call hours outside of their typical work schedule, which is prepared by the Fire Chief. These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. Additionally, the Lake City Employees Association (LCEA), Police Association, and Fire Union were notified of the changes prior to posting with no concerns being mentioned. There are no hard costs associated with the Personnel Rule amendments to Rule 11. Adding the Deputy Fire Chiefs to Rule 27, specifically the On-Call Compensation benefit, will add an additional \$24,366 for fiscal year 2023-2024. Due to the benefit being paid in the next fiscal year, this will allow the City to budget the expense in the next budget year for the three Deputy Fire Chiefs.

MOTION: by English, seconded by McEvers, to recommend that Council approve amendments to Personnel Rule 11, Unpaid Leave of Absence, and Personnel Rule 27, FLSA Exempt Employees. Motion Carried.

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Item 8. Approval of a Survey and Geotechnical Engineering Contract with HMM Engineering for Police Headquarters Remodel and Expansion Project

(Consent)

Captain Dave Hagar, Police Department, is requesting Council approve a contract with HMM Engineering to conduct an ALTA Survey and a Geotechnical Engineering evaluation as needed by the Architect and Contractor to proceed with the planning for the remodel and expansion of the Police facility for the amount of \$33,650.00. Captain Hagar explained in his staff report that the City recently acquired the vacant piece of land immediately adjacent to and north of the existing Police Headquarters at 3818 Schreiber Way. As the preconstruction process is evolving, it has been determined that the site needs an ALTA Survey to determine exact boundaries, utilities and grade that would impact the construction. The last such survey was done 20 years ago. In addition, a Geotechnical Engineering evaluation is also required to determine foundation and paving requirements. HMM Engineering is on the City's On-call Consultant list and offers both services needed for the project. The \$33,650.00 cost will come out of the \$4,500,000 in ARPA Funds allocated to the project and will not impact the operations budget of the City.

MOTION: by McEvers, seconded by English, to recommend that Council approve the Survey and Geotechnical Engineering contract with HMM Engineering for Police Headquarters Remodel and Expansion Project. Motion Carried.

Item 9. Utilizing Third-Party Commercial Inspection Companies.
(POWERPOINT PRESENTATION)

Craig Etherton, Deputy Fire Marshal, Coeur d' Alene Fire Department (Department) is requesting support of the Mayor and Council to use a third-party inspection company to assist the Department in verifying service maintenance records on fire protection systems within commercial occupancies. Fire Marshal Etherton explained in his staff report that the Fire Code requires business and property owners to ensure their fire protection systems are serviced and maintained to fire code requirements. Business and property owners are required to present service reports if requested by the Department. Service inspection, testing, and maintenance (ITM) companies are requested to send copies of inspection reports to the Department. Currently three (3) of approximately twelve (12) ITM companies regularly send in service inspection reports. He noted the Department did not currently have accurate records of the types and service records of fire protection systems within the community. Fire Prevention staffing levels have remained the same for 20 years despite the continued growth in the community. He said Engine Companies had been used previously to assist Prevention staff in conducting commercial occupancy inspections. The third-party inspection companies work with the local ITM companies to schedule and record all fire protection system inspection reports. The ITM contractors pay a fee to submit inspection reports to the third-party company. The ITM companies can determine how to distribute the report filing fee. There is no cost to the Department or city. Currently, the Department does not have a good record keeping process to determine the number and types of fire protection systems in the city's commercial occupancies. Fire protection systems in commercial properties are the first line of defense for protection of life and property. He said ensuring fire protection systems are maintained and operational, provides a greater security to citizens and valued guests. He said establishing better inspection reporting may have a positive impact on the Department's ISO ratings which can decrease fire insurance premiums.

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Councilmember McEvers asked if new construction or occupancy changes will still be inspected by the Fire Marshals. Fire Marshal Etherton said yes.

**Item 10. The Fire Department's Self-Inspection Program for Low-Hazard Commercial Occupancies.
(POWERPOINT PRESENTATION)**

Craig Etherton, Deputy Fire Marshal, Coeur d' Alene Fire Department (Department) gave a presentation regarding a Self-Inspection Program for low-hazard commercial occupancies. Fire Marshal Etherton explained in his staff report that Captain Rod evaluated the Department's Engine Company Inspection Program a few years ago as part of his Executive Fire Officer Program through the National Fire Academy. As part of the program evaluation, he sought input from the city's business owners (customers) regarding their support of a self-inspection program. He received overwhelming support of a self-inspection program for inspections of low hazard occupancies. The National Fire Protection Association 2016 New Code (NFPA 1730) introduced acceptance of self-inspection programs for low hazard occupancies, and the city's then IT Director Kirk Johnson created an online inspection form for use with the program. The program has little to no cost to the city or Fire Department and is an alternative to increasing annual commercial inspections without adding additional full-time employees (FTE's). This is an opt-in program which the Department knows can have a low success rate and will introduce the program and support it with Fire Suppression crews holding events and assisting occupants with the initial inspections. The Department's Standard Operating Procedures (SOP) require submitted forms are spot-checked to ensure their accuracy, and Fire Department inspections be performed on a rotating schedule every three (3) years.

Councilmember Evans asked if a low hazard business performs the self-inspection on an annual bases does the Fire Department conduct inspections every 3 years. Fire Marshal Etherton said that is correct.

Councilmember McEvers said it sounds like the Fire Marshals are no longer in the fire inspection business. Fire Marshal Etherton said the position and fire prevention has evolved. He said it is more administrative and looking at the whole scope of the job. It also allows them to focus more on high hazard occupancies getting annual inspections. The scope of work has become so much more than inspections and that is why the job title was changed from Fire Inspector to Fire Marshal.

Recording of the meeting can be found at:
https://www.youtube.com/live/Sj_Zpox15wM?feature=share

The meeting adjourned at 1:50 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

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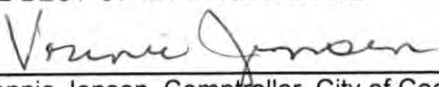
FEB 9 2022

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

CITY CLERK

FUND	BALANCE 12/31/2022	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2023
<u>General-Designated</u>	\$3,917,427	\$361,440	\$9,913	\$4,268,954
<u>General-Undesignated</u>	6,247,090	36,743,635	23,751,500	19,239,225
<u>Special Revenue:</u>				
Library	(201,581)	1,019,047	161,020	656,446
CDBG	(26,919)	13,665	16,822	(30,076)
Cemetery	222,861	30,570	23,150	230,281
Parks Capital Improvements	1,986,612	12,230	1,661	1,997,181
Impact Fees	6,000,196	41,650		6,041,846
Annexation Fees	40,952	137		41,089
American Recovery Plan	8,454,589			8,454,589
Cemetery P/C	1,100,503	9,509	1,908	1,108,104
Jewett House	133,491	2,445	2,988	132,948
Reforestation	25,536	85	2,450	23,171
Street Trees	156,346	4,121		160,467
Community Canopy	2,747	9		2,756
Public Art Fund	55,247	60,185		115,432
Public Art Fund - ignite	446,355	1,489		447,844
Public Art Fund - Maintenance	123,709	412	22	124,099
<u>Debt Service:</u>				
2015 G.O. Bonds	124,691	498,366		623,057
<u>Capital Projects:</u>				
Street Projects	795,350	2,652	15,807	782,195
<u>Enterprise:</u>				
Street Lights	118,431	63,890	63,195	119,126
Water	3,295,169	411,272	485,608	3,220,833
Water Capitalization Fees	5,512,277	65,839	12,504	5,565,612
Wastewater	16,523,286	1,238,384	607,513	17,154,157
Wastewater - Equip Reserve	1,104,562	27,500		1,132,062
Wastewater - Capital Reserve	4,500,000			4,500,000
WWTP Capitalization Fees	3,510,941	64,305		3,575,246
WW Property Mgmt	55,403			55,403
Sanitation	1,584,880	617,288	572,293	1,629,875
Public Parking	694,146	55,097	12,545	736,698
Drainage	1,169,742	101,583	41,635	1,229,690
Wastewater Debt Service	649,730	2,167		651,897
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	244,082	277,836	244,202	277,716
Police Retirement	383,987	181,931	103,730	462,188
Sales Tax	2,171	1,804	2,171	1,804
BID	343,745	7,904		351,649
Homeless Trust Fund	807	652	807	652
GRAND TOTAL	\$69,298,561	\$41,919,099	\$26,133,444	\$85,084,216

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
January 31, 2023

RECEIVED

FEB 9 2022

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2023	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$249,035	\$80,795	32%
	Services/Supplies	10,128	1,123	11%
Administration	Personnel Services	317,916	77,145	24%
	Services/Supplies	2,570		
Finance	Personnel Services	765,897	253,603	33%
	Services/Supplies	632,500	305,171	48%
Municipal Services	Personnel Services	1,469,170	422,328	29%
	Services/Supplies	1,531,715	499,367	33%
	Capital Outlay			
Human Resources	Personnel Services	366,503	113,088	31%
	Services/Supplies	85,918	38,982	45%
Legal	Personnel Services	1,225,988	394,248	32%
	Services/Supplies	135,450	6,901	5%
Planning	Personnel Services	697,216	225,696	32%
	Services/Supplies	62,050	5,053	8%
	Capital Outlay			
Building Maintenance	Personnel Services	320,137	102,067	32%
	Services/Supplies	284,500	91,755	32%
	Capital Outlay	90,000	19,450	22%
Police	Personnel Services	16,880,007	5,486,108	33%
	Services/Supplies	1,867,520	394,140	21%
	Capital Outlay	3,280,000	1,240,602	38%
Fire	Personnel Services	11,465,359	4,403,588	38%
	Services/Supplies	873,192	167,717	19%
	Capital Outlay	986,610	758,247	77%
General Government	Services/Supplies	626,300	608,671	97%
	Capital Outlay			
Police Grants	Personnel Services	84,594	26,220	31%
	Services/Supplies			
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		5,600	
	Capital Outlay			
Streets	Personnel Services	3,534,437	1,085,521	31%
	Services/Supplies	2,872,401	369,475	13%
	Capital Outlay	1,452,000	228,441	16%
Parks	Personnel Services	2,112,826	549,028	26%
	Services/Supplies	734,550	167,868	23%
	Capital Outlay	194,000	67,404	35%

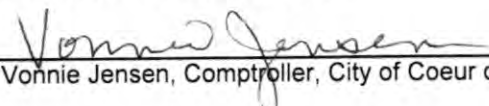
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 January 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2023	PERCENT EXPENDED
Recreation	Personnel Services	599,865	198,617	33%
	Services/Supplies	180,350	22,194	12%
	Capital Outlay	35,000	35,000	100%
Building Inspection	Personnel Services	1,019,158	335,055	33%
	Services/Supplies	42,078	3,467	8%
	Capital Outlay	62,000	60,742	98%
Total General Fund		<u>57,148,940</u>	<u>18,850,475</u>	<u>33%</u>
Library	Personnel Services	1,528,445	456,396	30%
	Services/Supplies	230,000	60,022	26%
	Capital Outlay	190,000	36,334	19%
CDBG	Personnel Services	79,894	25,076	31%
	Services/Supplies	700,349	59,520	8%
Cemetery	Personnel Services	224,911	66,459	30%
	Services/Supplies	138,800	27,764	20%
	Capital Outlay		1,650	
Impact Fees	Services/Supplies	554,446		
Annexation Fees	Services/Supplies	355,000	355,000	100%
Parks Capital Improvements	Capital Outlay	463,614	64,733	14%
Cemetery Perpetual Care	Services/Supplies	86,000	28,121	33%
Jewett House	Services/Supplies	139,700	37,365	27%
Reforestation	Services/Supplies	6,500	1,991	31%
Street Trees	Services/Supplies	112,000	10,508	9%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	468,500	39,958	9%
		<u>5,279,659</u>	<u>1,270,896</u>	<u>24%</u>
Debt Service Fund		<u>880,083</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
January 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2023	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay		676	
Wilbur / Ramsey Signal	Capital Outlay	400,000		
Traffic Calming	Capital Outlay	65,064	15,807	24%
Kathleen Avenue Widening	Capital Outlay		14,265	
Ramsey Road Rehabilitation	Capital Outlay	588,000		
15th Street	Capital Outlay	49,900	21,515	43%
LHTAC Pedestrian Safety	Capital Outlay	605,000	25,829	4%
Downtown Signal Imprvmnts	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
		1,707,964	78,093	5%
Street Lights	Services/Supplies	760,130	163,848	22%
Water	Personnel Services	2,777,800	760,971	27%
	Services/Supplies	5,399,475	594,745	11%
	Capital Outlay	6,149,400	595,303	10%
Water Capitalization Fees	Services/Supplies	3,850,000		
Wastewater	Personnel Services	3,216,082	994,187	31%
	Services/Supplies	8,477,348	841,016	10%
	Capital Outlay	8,532,000	532,910	6%
	Debt Service	3,513,441		
WW Capitalization	Services/Supplies	2,777,660		
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,520,365	1,338,919	24%
Public Parking	Services/Supplies	1,864,965	525,467	28%
	Capital Outlay			
Drainage	Personnel Services	243,712	79,548	33%
	Services/Supplies	1,046,146	101,217	10%
	Capital Outlay	1,215,000	357,675	29%
Total Enterprise Funds		55,343,524	6,885,807	12%
Kootenai County Solid Waste		3,110,000	781,308	25%
Police Retirement		196,454	46,236	24%
Business Improvement District		176,000		
Homeless Trust Fund		10,000	2,283	23%
Total Fiduciary Funds		3,492,454	829,827	24%
TOTALS:		\$123,852,624	\$27,915,097	23%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


 Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

RECEIVED

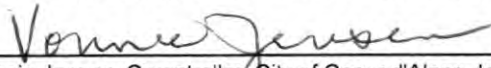
FEB 9 2022

CITY CLERK

City of Coeur d Alene
Cash and Investments
1/31/2023

Description	City's Balance
U.S. Bank	
Checking Account	4,519,116
Checking Account	90,540
Checking Account	48,260
Investment Account - Police Retirement	445,762
Investment Account - Cemetery Perpetual Care Fund	1,099,916
Idaho Central Credit Union	
Certificate of Deposit	283,958
Idaho State Investment Pool	
State Investment Pool Account	76,578,426
Spokane Teacher's Credit Union	
Certificate of Deposit	1,010,409
Numerica Credit Union	
Certificate of Deposit	1,006,479
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u>85,084,216</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Vonnice Jensen, Comptroller, City of Coeur d'Alene, Idaho



CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services Department Name Kelley Setters Employee 2.6.23 Date

REQUESTED BY:

Angela Munson Name

Address _____ Phone

Request is for: Repurchase of Lot(s)
 Transfer of Lots(s) from _____ to _____

Section: FOR Block: _____ Niche(s): L 4 Lots(s): _____

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

Requester is: owner executor other *Note: If "executor" or "other", affidavits of authorization must be attached.

Title Transfer Fee: \$ _____ Receipt No: _____

ACCOUNTING DEPARTMENT completes the following:

Attach original contract.

Accountant Signature Vonnie Jensen Date: 2/8/2023

CEMETERY SUPERVISOR completes the following:

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

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Angela Munson

The purchase price of the Lot(s) when sold to the owner of record was \$ 1900 per lot.

Supervisor's Signature M Brandt Date: 2/8/2023

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: _____

**CERTIFICATE OF CONVEYANCE
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,
the City of Coeur d'Alene does hereby convey to Angela Munson

(the "Owner") the following lot(s) in the Forest Cemetery:

Section(s) FOR, Block(s) _____,

Niche(s) L 4, Lot(s) _____

according to the plat thereof, now on file and of record in the office of the Kootenai County
Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to
said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the
City Council as authorized by Idaho Code § 50-320.

DATED this ____ day of _____, 20__.

By _____
Mayor

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: February 21, 2023
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: SS-22-03, Looyenga Estates: 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: Brent Looyenga
1420 N. 7th Street
Coeur d'Alene, ID 83814
- b. Location: 1420 N. 7th Street (SW corner of the intersection of 7th Street & Linden Avenue).
- c. Previous Action:
 1. Preliminary plat approval, April 13, 2022

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of Lots 1 and 2, Block 47, Simms Addition 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

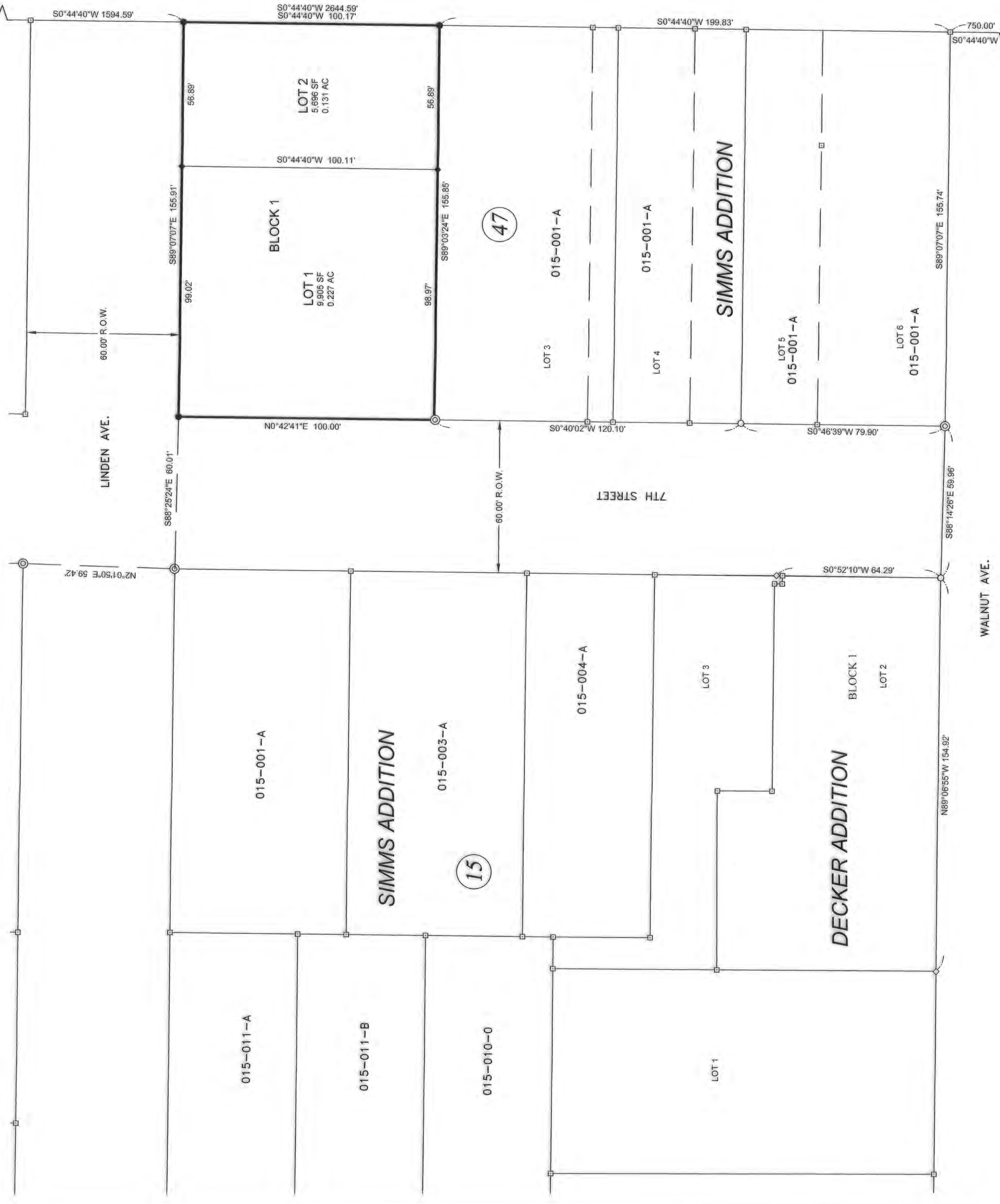
City Council approval of the final plat document

LOOYENGA ESTATES

LOTS 1 AND 2 BLOCK 47 OF SIMMS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST. #

CENTER QUARTER OF SEC. 12
FOUND 2.5" ALUM. CAP. LS 1089
PER CP&F INSTR. NO. 2446514000



LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 3814, OR AS NOTED
- ◇ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 3814
- ◆ SET 1/2" REBAR AND PLASTIC CAP PLS 9367
- ⊙ FOUND 1" IRON PIPE
- CALCULATED POSITION, NOTHING FOUND OR SET
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED P.L.S. 9367
- ⑫ CENTER SECTION AS NOTED
- ⊕ NORTH SOUTH QUARTER CORNER AS NOTED
- R.O.W. RIGHT OF WAY

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY JON P. MONACO PLS 4194, RECORDED IN BOOK 18 OF SURVEYS AT PAGE 463.
 - R-2 RECORD OF SURVEY BY JAMES W. STILLINGER PLS 5078, RECORDED IN BOOK 24 OF SURVEYS AT PAGE 412, UNDER INSTRUMENT NO. 2070812000.
 - R-3 PLAT OF DECKER ADDITION BY EARL E. SANDERS PLS 3814, RECORDED IN BOOK 'J' OF PLATS AT PAGE 109.
 - R-4 PLAT OF SIMMS ADDITION BY J.W. EDWARDS, RECORDED IN BOOK 'B' OF PLATS AT PAGE 57.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME: NAD83 (2011 EPOCH, 2010.0000). BEARINGS SHOWN ARE BEARING ANGLES SHOWING A CORRECTION USING A CURVATURE CORRECTION FACTOR (CA) OF 1.003087. A CONVERGENCE ANGLE OF -00°46'43" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

NOTES

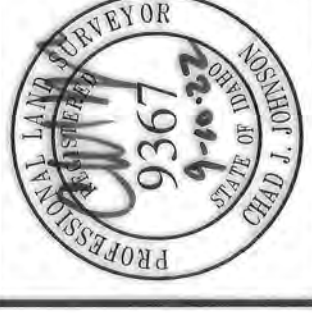
1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REPLAT LOTS 1 AND 2 BLOCK 47 OF THE PLAT SIMMS ADDITION RECORDED IN BOOK 24 OF SURVEYS AT PAGE 412, KOOTENAI COUNTY RECORDS. SURVEY MONUMENTS ARE SHOWN AS DEPICTED HEREON AND MEASUREMENTS TO THOSE MONUMENTS ARE SHOWN ON THE FACE OF THE PLAT.

LINDEN COURT CONDOS

SOUTH QUARTER CORNER SEC. 12
FOUND IRON PIPE IN MONUMENT BOX
PER CP&F INSTR. NO. 2014484



LOOYENGA ESTATES

LOTS 1 AND 2 BLOCK 47 OF SIMMS ADD. LYING IN THE SW 1/4 OF S SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 09-14-2021	DRAFTED BY: ATM	PLOT DATE: 9-10-2022	SHEET 1
FILE NAME: 21-259	CHECKED BY: CJJ	PROJECT No.: 21-259	2

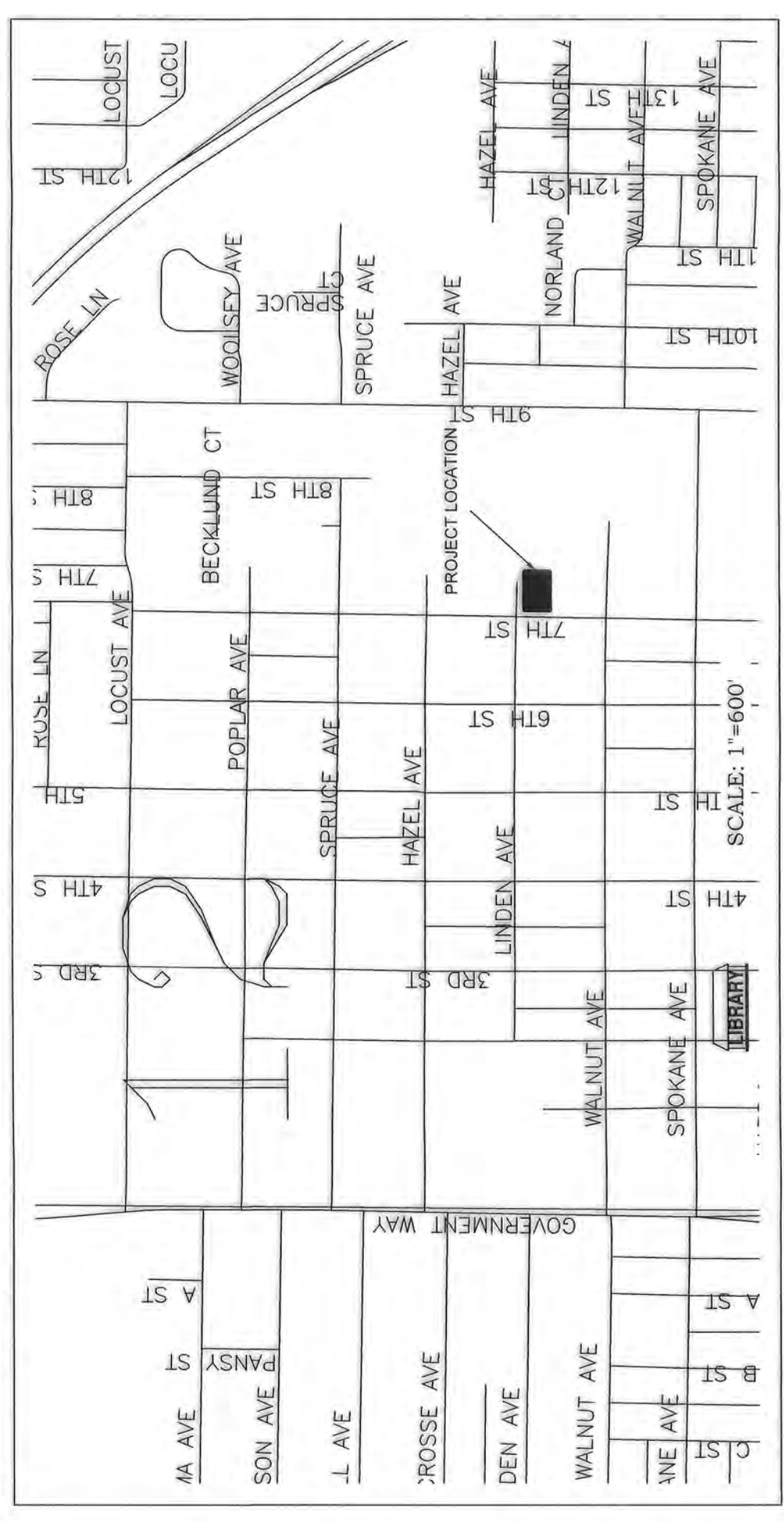
Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

LOOYENGA ESTATES

LOTS 1 AND 2 BLOCK 47 OF SIMMS ADDITION LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

VICINITY MAP



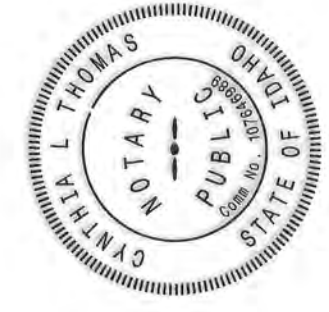
OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT BRENT AND CRYSTAL LOOYENGA, HUSBAND AND WIFE, HEREBY CERTIFIES THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "LOOYENGA ESTATES":
 SAID PARCEL OF LAND BEING A RE-PLAT OF LOTS 1 AND 2 BLOCK 47 FROM THE PLAT OF SIMMS ADDITION, RECORDED IN BOOK 8 OF PLATS, AT PAGE 57, KOOTENAI COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.
 SEWER IS TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
 WATER SERVICE IS TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SIGNATURE: Brent Looyenga DATE: 2/8/22 SIGNATURE: Crystal Looyenga DATE: 2-8-23
 PRINT NAME: Brent Looyenga PRINT NAME: Crystal Looyenga

NOTARY PUBLIC

ACKNOWLEDGMENT
 STATE OF Idaho S.S.
 COUNTY OF Kootenai
 THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF February, IN THE YEAR OF 2023, BY BRENT AND CRYSTAL LOOYENGA, HUSBAND AND WIFE.



NOTARY PUBLIC: Lynnie Thomas
 MY COMMISSION EXPIRES: 6-7-28

PANHANDLE HEALTH DISTRICT

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

HEALTH DISTRICT SIGNATURE: Jayfordland DATE: 9-15-22

CITY COUNCIL APPROVAL

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

CITY OF COEUR D'ALENE, CLERK

CITY ENGINEER APPROVAL

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

CHRISTOPHER W. BOSLEY
 CITY OF COEUR D'ALENE, ENGINEER
 PE #10804

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS 29th DAY OF September, 2022, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH December 31, 2021.
Re-signed this 8th day of February 2023.
Taxes paid through December 31, 2022.
Amplified, Deputy Treasurer
 KOOTENAI COUNTY TREASURER, Deputy Treasurer

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____, 20____ AT _____ M. AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF _____

JIM BRANNON, KOOTENAI COUNTY RECORDER
 FEE PAID _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.

RODNEY E. JONES PLS 12463
 KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367
 DATE: 9-10-22



LOOYENGA ESTATES

LOTS 1 AND 2 BLOCK 47 OF SIMMS ADD. LYING IN THE SW 1/4 OF S SECTION 12, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 09-14-2021	DRAFTED BY: ATM	PLOT DATE: 9-10-2022	SHEET 2
FILE NAME: 21-259	CHECKED BY: CJJ	PROJECT NO.: 21-259	2

RESOLUTION NO. 22-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: LEASE AGREEMENT WITH THE COEUR D'ALENE ARTS & CULTURE ALLIANCE FOR THE RIVERSTONE CONCERT SERIES AT THE RIVERSTONE AMPHITHEATER; LEASE AGREEMENT WITH KOEP CONCERTS FOR A SUMMER CONCERT SERIES AT CITY PARK; AGREEMENT WITH KOOTENAI COUNTY TO REMOVE TIMBER FOR FUEL MITIGATION AT THE CITY'S VETERANS CENTENNIAL PARK; APPROVE FUNDING IN THE AMOUNT OF \$22,000.00 FROM THE PUBLIC ART FUND – RIVER DISTRICT URD TO THE ARTS & CULTURAL ALLIANCE TO BE USED TO COMPLETE THE RIVERSTONE PARK AMPHITHEATER SHADE COVER PROJECT; ADDENDUM TO THE MASTER JOINT POWERS AGREEMENT WITH KCEMSS NEEDED TO STAFF THE NEW AMBULANCE (MEDIC 34); AMENDMENT NO. 2 TO THE AGREEMENT WITH THE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), ARTICLE 8 – STAFFING, NEEDED TO STAFF THE NEW AMBULANCE (MEDIC 34); AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES: RULE 11: UNPAID LEAVE OF ABSENCE, AND RULE 27: FLSA EXEMPT EMPLOYEES; AND CONTRACT WITH HMH ENGINEERING FOR AN ALTA SURVEY AND GEOTECHNICAL ENGINEERING FOR THE POLICE DEPARTMENT HEADQUARTERS REMODEL AND EXPANSION PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreements and other action listed below, pursuant to the terms and conditions set forth in the agreements and other action documents attached hereto as Exhibits "A" through "H" and by reference made a part hereof as summarized as follows:

- A) Lease Agreement with the Coeur d'Alene Arts & Culture Alliance for the Riverstone Concert Series at the Riverstone Amphitheater;
- B) Lease Agreement with Koep Concerts for a Summer Concert Series at City Park;
- C) Agreement with Kootenai County to remove timber for fuel mitigation at the City's Veterans Centennial Park;
- D) Approve funding in the amount of \$22,000.00 from the Public Art Fund – River District URD to the Arts & Cultural Alliance to be used to complete the Riverstone Park Amphitheater Shade Cover project;
- E) Addendum to the Master Joint Powers Agreement with KCEMSS needed to staff the new ambulance (Medic 34);

- F) Amendment No. 2 to the agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF), Article 8 – Staffing, needed to staff the new ambulance (Medic 34);
- G) Amending the City of Coeur d'Alene Personnel Rules: Rule 11: Unpaid Leave of Absence, and Rule 27: FLSA Exempt Employees;
- H) Contract with HMH Engineering for an ALTA Survey and Geotechnical Engineering for the Police Department Headquarters Remodel and Expansion Project;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits “A” through “H” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other action, so long as the substantive provisions of the agreements and the other action remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other documents as may be required on behalf of the City.

DATED this 21st day of February, 2023.

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 _____.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023
FROM: BILL GREENWOOD, PARKS DIRECTOR
SUBJECT: COEUR D'ALENE ARTS & CULTURE ALLIANCE AGREEMENT

(Action Required)

DECISION POINT:

Should General Services recommend that Council approve this three-year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series?

HISTORY:

The Arts & Culture Alliance has been operating and managing the Riverstone Concert series at Riverstone Park for the last 11 years with great success and the series has been well received by the community from its inception. The concert performances are on Thursday evening beginning the first week of July thru the last week in August. These concerts are free to the public.

FINANCIAL ANALYSIS:

The City of Coeur d Alene does not have any financial outlay for the concert series. The A&C Alliance raises all funds and pays the fees associated with park use. Prior to the first concert series, the A&C Alliance will pay the Parks and Recreation Department \$5,000, together with a \$5,000 security deposit. The fee will increase each subsequent year of the contract to account for inflation. The funds received for the series go into parks capital improvements.

PERFORMANCE ANALYSIS:

Attached is the agreement for Coeur d' Alene Arts & Culture Alliance concert series. The agreement spells out the responsibilities and expectations for Coeur d' Alene Arts & Culture Alliance and the City. This agreement does allow for a 3-year renewal at the end of the current contract.

DECISION POINT:

General Services should recommend that Council approve this three-year agreement with the Coeur d' Alene Arts & Culture Alliance for the Riverstone Park Summer concert series.

LEASE AGREEMENT

THIS Lease Agreement is made and entered into this 21st day of February, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **COEUR D'ALENE ARTS & CULTURE ALLIANCE**, located at 105 North 1st Street, Coeur d'Alene, Idaho 83814, hereinafter called "A&C."

WITNESSETH:

THAT, WHEREAS, A&C has been operating and managing the Riverstone Concert Series held at Riverstone Amphitheater for the past eight years. The nine (9) concert events hosted annually by A&C may include, but will not be limited to, merchandise vendors, beer and wine vendors, and food/beverage vendors. Concerts are held on Thursday nights in the summer, however, if necessary, may be adjusted due to conflicts at the City's sole discretion. This agreement shall be effective for the 2023, 2024, and 2025 seasons, and may be renewed for three additional years upon the written request of A&C to the City's Parks Department made no later than August 1, 2025.

The dates of the nine concerts in 2023 shall be as follows: July 6, 13, 20, 27, August 3, 10, 17, 24, 31.

The dates of the nine concerts in 2024 shall be as follows: June 27, July 11, 18, 25, August 1, 8, 15, 22, 29.

The dates of the nine concerts in 2025 shall be as follows: July 3, 10, 17, 24, 31, August 7, 14, 21, 28.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, A&C is awarded this Lease Agreement according to the terms and conditions set forth herein.

Section 1. Definition: For purposes of this Lease Agreement, the parties agree that the term "employee" shall include employees of A&C and any volunteers that assist them during any event.

Section 2. Community Relations: A&C agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 3. Appropriate Attire: A&C agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt, and/or name badge with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. A&C shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel.

Section 4. Staffing: A&C agrees that each event must be staffed by at least two employees or representatives from set up through tear down of equipment.

Section 5. Health Permit: A&C agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, and on the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the food vendor for the season. The purpose of the permit is to protect the public.

Section 6. Food and Alcohol: A&C may allow the sale of any foods within the scope of the health permit. Alcohol service must end by 8:30 pm.

Section 7. Non-food Items: A&C agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 8. Hold Harmless: A&C understands and agrees that during the term of this Lease Agreement the City or agents of the City may commence projects involving public properties which may require the City to terminate or modify this Lease Agreement pursuant to the notice provision in Section 24 below. A & C hereby waives any claim of damages against the City for termination or modification required by City projects, and shall hold the City harmless against any claims by third parties arising out of such termination or modification.

Section 10. Waiver: A&C understands that during the term of this Lease Agreement, the City may undertake repairs to Riverstone Park and/or its amenities, which may interfere with one or more of A&C's events. A&C specifically waives any claim as to lost profits or business while said repairs are undertaken and shall hold the City harmless against any claims by third parties arising out of such work.

Section 11. Negligent or Wrongful Act: A&C agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of A&C, its agents, or employees in the operation of an event encompassed by this Lease Agreement. A&C further agrees, at A&C sole expense, to defend the City against all claims arising out of this Lease Agreement, including any claims resulting from the operation of any A&C event or in connection with other negligent or wrongful acts, errors and omissions of A&C, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 12. Site Specifications: A&C agrees to the following site specifications, in the area noted on Exhibit A:

A. Arts and craft booth size: 10 ft. X 10 ft.

B. Heat source: propane or whisper quiet generator.

- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. The concessions and immediate surrounding areas must be kept clean throughout the event.
- G. Food Concession booth size is 10 ft. X 20 ft.

Section 13. Term: The City grants an event permit to A&C for Thursdays in the summer for concerts to be held in Riverstone Park for the years 2023, 2024, and 2025, in accordance with the schedule set out herein.

Section 14. Consideration: A&C shall, in consideration for the permit to operate and maintain said event at the said location, pay the Parks & Recreation Department a fee of Five Thousand and no/100 Dollars (\$5,000.00) and a refundable deposit of Five Thousand and no/100 Dollars (\$5,000.00) for the Riverstone Concert Series for year 2023. An increase for subsequent years will be based on the Western Consumer Price Index (CPI) increase. This fee includes use of the amphitheater, picnic shelter, staff monitoring, and alcohol permit. Alcohol security is to be paid for and obtained by A&C for each concert. The deposit is fully refundable if no additional fees or penalties are assessed during the Riverstone Concert Series. Payment of the refundable deposit is due prior to the first concert. Payment for the series is to be made within 30 days upon the conclusion of the concert series.

Section 15. City Ordinances: A&C shall abide by all applicable City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and also Chapter 5.75, Parks and Public Property.

Section 16. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared, and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A \$100.00 Inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section: 17. Glass Containers: A&C agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

Section 18. Violation of Regulations: A&C agrees that any violation of regulations, this Lease Agreement, or ordinance, or any evidence of collusion to violate the same, may result in criminal prosecution and/or in the revocation of the permit and termination of this Lease Agreement, forfeitures of the full consideration, and denial of a permit to host an event or resubmit a proposal for a period of three (3) years.

Section 19. Non-transferable: A&C also agrees and understands this Lease Agreement cannot be transferred to another host/sponsor without permission of the City.

Section 20. Parking: A&C agrees to park in lawfully designated parking spaces. Neither A&C, its agent(s), employee(s), nor vendors shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Lease Agreement.

Section 21. Concert Information: A&C will submit a list of all performers to the Parks & Recreation Department at least 60 days prior to the first concert. If A&C hosts an artist that is known to draw a large audience, the City may assess a large event impact fee not to exceed Five Hundred and no/100 Dollars (\$500.00). A&C agrees to meet with the Parks & Recreation Department 20 days prior to the first concert to review access for the vendors, entertainers, etc., site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the concert for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. The A&C will meet with the Parks & Recreation Department, if needed, one week before the season to review final details. A&C may begin setting up for the event as early as 3:30 pm each Thursday and the event shall be open to the public by 5 pm, sound/amplification must end by 8:30 pm., with all equipment and personnel out of the park by 10 pm. Failure to end sound/amplification by 8:30 pm may result in a \$200 civil penalty.

Section 22. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) days' written notice terminate this Lease Agreement with or without cause. The notice of the exercise by the Lessor of its option to terminate the Lease Agreement shall be given as provided in Section 24.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and should A&C fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Lease Agreement. However, before declaring such forfeiture, the City shall notify A&C in writing of the particulars in which the City deems A&C to be in default and A&C will have seven (7) business days to remedy the default.

Section 24. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to A&C at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 25. Insurance: A&C shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code §. 6.924.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d' Alene have executed this Lease Agreement on behalf of said City, and Coeur d' Alene Arts & Culture Alliance have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

COEUR D'ALENE ARTS & CULTURE
ALLIANCE

By: _____
James Hammond, Mayor

By: _____
Board Chair

ATTEST:

By: _____
Renata McLeod, City Clerk

By: _____
Executive Director

Exhibit A



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023
FROM: BILL GREENWOOD, PARKS & RECREATION DIRECTOR
SUBJECT: KOEP CONCERTS AGREEMENT

(Action Required)

DECISION POINT:

Should General Services recommend to City Council approval of a three-year agreement with Koep Concerts for a summer concert series in City Park?

HISTORY:

The City of Coeur d'Alene was fortunate to have a Summer Concert Series in City Park for the last 30 years sponsored by Handshake Productions and Chris Guggemos. Unfortunately, we lost Chris this last year. These concerts were very successful and have become a Sunday afternoon pastime for a good number of residents. We have been asked by Chris's family and many members of our community who will carry on the Sunday concerts. Michael Koep has stepped forward to carry on this series in the same way that Chris did, free Sunday concerts to the public during the summer.

FINANCIAL ANALYSIS:

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Koep Concerts.

PERFORMANCE ANALYSIS:

Attached is the agreement for Koep Concerts for 2023, 2024, and 2025, which spells out the responsibilities and expectations for Koep Concerts and the City.

DECISION POINT:

The General Services should recommend that Council approve the three-year agreement with Koep Concerts for a summer concert series in City Park.

LEASE AGREEMENT

THIS Lease Agreement is made and entered into this 21st day of February, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **KOEP CONCERTS**, with a mailing address of P. O. Box 3018, Coeur d'Alene, Idaho, 83816.

WITNESSETH:

WHEREAS, KOEP CONCERTS will begin operating and managing the Summer Concert Series held at Coeur d'Alene City Park. The nine (9) concert events, June thru August, hosted by KOEP CONCERTS may include, but will not be limited to, merchandise vendors and food/beverage vendors. The Summer Concert series is held on Sunday in the summer, but, if necessary, may be adjusted due to conflicts at the City's sole discretion. This Agreement shall be effective for the 2023, 2024, and 2025 seasons, and may be renewed for three additional years upon the written request of KOEP CONCERTS to the City's Parks Department made no later than August 1, 2025.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, KOEP CONCERTS is awarded this Lease Agreement according to the terms and conditions set forth herein.

Section 1. Definition: For purposes of this Lease Agreement, the parties agree that the term "employee" shall include employees of KOEP CONCERTS and any volunteers that assist them during any event.

Section 2. Community Relations: KOEP CONCERTS agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 3. Appropriate Attire: KOEP CONCERTS agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. KOEP CONCERTS shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel.

Section 4. Staffing: KOEP CONCERTS agrees that each event must be staffed by at least two employees or representatives from set up through tear down of equipment.

Section 5. Health Permit: KOEP CONCERTS agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, and by the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the Lease Agreement for

the season. The purpose of the permit is to protect the public. KOEP CONCERTS may allow the sale of any foods within the scope of the health permit.

Section 6. Non-food Items: KOEP CONCERTS agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 7. Hold Harmless: KOEP CONCERTS understands and agrees that during the term of this Lease Agreement that the City or agents of the City may commence projects involving public properties which may require the City to terminate this Lease Agreement, or cancelling one or more concerts, pursuant to the notice provision in Section 22 below. KOEP CONCERTS specifically waives any claim as to lost profits or business under such circumstances.

Section 8. Waiver: KOEP CONCERTS understands that during the term of this Lease Agreement, the City may undertake repairs to Coeur d'Alene City Park and/or its amenities, which may interfere with one or more of KOEP CONCERTS's events. KOEP CONCERTS specifically waives any claim as to lost profits or business while said repairs are undertaken.

Section 9. Negligent or Wrongful Act: KOEP CONCERTS agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of KOEP CONCERTS, its agents, or employees in the operation of an event encompassed by this Lease Agreement. KOEP CONCERTS further agrees, at KOEP CONCERTS' sole expense, to defend the City against all claims arising out of this Lease Agreement, including any claims resulting from the operation of any KOEP CONCERTS event or in connection with other negligent or wrongful acts, errors and omissions of KOEP CONCERTS, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 10. Site Specifications: KOEP CONCERTS agrees to the following site specifications,

- A. Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. The concessions and immediate surrounding areas must be kept clean throughout the event.
- G. Food Concession booth size is 10 ft. X 20 ft.

Section 11. Term: The City shall grant an event permit to KOEP CONCERTS for Sundays in the summer for concerts to be held in Coeur d'Alene City Park for the years 2023, 2024, and 2025, in accordance with the schedule set out herein.

Section 12. Consideration: KOEP CONCERTS, in consideration for the permit to operate and maintain said event at the said location, shall pay the Parks & Recreation Department a fee of \$250 per concert at the end of the season. This fee includes use of the Rotary Bandshell and staff monitoring. A vendor or food truck fee of \$50, per vendor per concert, will also be due at the end of the season. Payment for the series is to be made within 30 days after the last concert.

Section 13. City Ordinances: KOEP CONCERTS shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and Chapter 5.75.

Section 14. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared, and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A \$100.00 Inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section: 15. Glass Containers: KOEP CONCERTS agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

Section 16. Violation of Regulations: KOEP CONCERTS agrees that any violation of regulations, this Lease Agreement, or ordinance, or any evidence of collusion to violate the same, may result in criminal prosecution and/or in the revocation of the permit and termination of this Lease Agreement, forfeitures of the full consideration, and denial of a permit to host an event or resubmit a proposal for a period of three (3) years.

Section 17. Non-transferable: KOEP CONCERTS also agrees and understands this Lease Agreement cannot be transferred to another host/sponsor without permission of the city.

Section 18. Parking: KOEP CONCERTS agrees to park in lawfully designated parking spaces. With the exception of six (6) approved vehicles, neither KOEP Concerts or its agent(s) shall park vehicles adjacent to the concessions, booth, or entertainment areas longer than 90 minutes; PROVIDED, this restriction shall not apply to food trucks operating for the purposes of a concert. Failure to comply with this provision shall be considered a material breach of this Lease Agreement.

Section 19. Concert Information: KOEP CONCERTS will submit to the Parks & Recreation Department at least 60 days prior to the first concert in each year a list of all performers. If KOEP CONCERTS hosts an artist that is known to draw a large audience, the City may assess a large event impact fee not to exceed Five Hundred and no/100 Dollars (\$500.00). KOEP CONCERTS agrees to meet with the Parks & Recreation Department 20 days prior to the first concert to review access for the vendors, entertainers, etc., site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the concert for setting up and taking down.

Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. KOEP CONCERTS will meet with the Parks & Recreation Department, if needed, one week before the season to review final details. KOEP CONCERTS may begin setting up for the event as early as 11 am each Sunday and the event shall be open to the public by 1 pm, and end at 4 pm, with all equipment and personnel out of the park by 6:30 pm.

Section 20. City's Option to Terminate Lease: The City may at any time after ten (10) days' written notice terminate this Lease Agreement with or without cause. The notice of the exercise by the City of its option to terminate the Lease Agreement shall be given as provided in Section 22.

Section 21. Forfeiture of Permit: It is understood that time is of the essence and should KOEP CONCERTS fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Lease Agreement. However, before declaring such forfeiture, the City shall notify KOEP CONCERTS in writing of the particulars in which the City deems KOEP CONCERTS to be in default and KOEP CONCERTS will have three (3) days to remedy the default.

Section 22. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to KOEP CONCERTS at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 23. Insurance: KOEP CONCERTS shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code § 6-924.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Lease Agreement on behalf of said City, and Coeur d'Alene Arts & Culture Alliance have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

KOEP CONCERTS

By: _____
James Hammond, Mayor

By: _____
Michael Koep

By: _____
Renata McLeod, City Clerk

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023
FROM: NICK GOODWIN, URBAN FORESTER
SUBJECT: AGREEMENT TO REMOVE TIMBER WITH KOOTENAI COUNTY

DECISION POINT:

Should the Parks and Recreation Department enter into an agreement with Kootenai County to contract the removal of timber from the property known as Veterans Centennial Park, 3013 E. Fernan Hill Rd as part of the Hazardous Fuel Reduction project. As part of this agreement, any income generated from the sale of this timber would be directed to the county to contribute to the funding of this grant work.

HISTORY:

The Parks Department has received grant funding to perform Hazardous Fuel Reduction in Veterans Centennial Park. Part of this Fuel Reduction project is to remove high risk and diseased/infested trees. The urban forester worked with the project manager to select roughly 40 trees to be removed before brush and limb removal begins. The goal of the tree removal is to reduce the risk to hand crews by removing high risk trees as well as to reduce the spread of disease and pest by removing diseased/infested trees.

The Parks Department has used the method of removing timber from natural areas in the past and selling the timber to help reduce the cost of work by putting any profit from these sales back into these projects. A recent example of this was after the 2021 windstorm on Tubbs Hill. The County has been managing the grant funding for this project and has been in charge of dispensing funds since the grant work tied to this project began in 2020.

PERFORMANCE ANALYSIS:

By allowing the County to receive any funds generated by selling timber from removed trees with this project it would streamline the process of getting the funds to the agency managing the grant funding.

DECISION POINT/RECOMMENDATION:

The City Council should approve this agreement as it is both beneficial to the City of Coeur d'Alene as the property owner and the public in helping to achieve the Parks Department's goals regarding Veterans Centennial Park.

AGREEMENT TO REMOVE TIMBER
City of Coeur d’Alene, Veterans Centennial Park

This Agreement is entered this 21st day of February, 2023, between Kootenai County, hereinafter called the “County,” whose address is 451 N. Government Way, Coeur d’Alene, Idaho 83814, and the City of Coeur d’Alene, hereinafter called the “City”, whose address is 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814.

WHEREAS, Kootenai County is a political subdivision of the State of Idaho pursuant to Idaho Code §31-101, *et seq.*

WHEREAS, the City of Coeur d’Alene is a municipal corporation organized pursuant to Idaho Code §50-101, *et seq.*

WHEREAS, pursuant to Idaho Code §67-2326, the County and the City are empowered to enter into an agreement enabling them to cooperate to their mutual advantage to provide services and facilities and perform functions in a manner that will best meet the needs of their respective entities;

WHEREAS, it benefits the taxpayers of both the County and the City where there is cooperation between the parties to improve efficiencies in both operations and maintenance;

WHEREAS, the City is the owner of certain property, Parcel No. 50N03W-18-1800, AIN 173730, commonly referred to as Veterans Centennial Park, as identified in Exhibit “1” hereto and incorporated by reference;

WHEREAS, the City desires to work with the County to provide hazard fuel treatment at the Veterans Centennial Park; and

WHEREAS, the City desires to grant to the County permission to remove and all right, title, and interest in any and all timber on said property to allow for clearing of the property identified hereinabove in advance of hazard fuel treatment work;

NOW, THEREFORE, it is agreed:

1. The City and County agree that all marked commercially valuable timber shall be removed from the property identified hereinabove in advance of the performance of hazard fuel treatment services.
2. The profit, if any, resulting from the removal of timber from the above-identified property shall go to the County. The County shall add the profit, if any, to the Fernan Natural Lake Area grant funds intended for hazard fuel treatment work and provide a full accounting thereof to the City.

IN WITNESS WHEREOF:

This document shall be effective based on the signature dates below. All parties agree to electronic signatures.

CITY OF COEUR D'ALENE

James Hammond, Mayor

**ATTEST:
RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR**

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

**ATTEST:
JENNIFER LOCKE, CLERK**

Leslie Duncan, Chair

Deputy

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023

FROM: STEPHANIE PADILLA, ACCOUNTANT, ARTS COMMISSION LIAISON

SUBJECT: APPROVAL OF FUNDING FOR THE RIVERSTONE AMPHITHEATER SHADE STRUCTURE

DECISION POINT:

Should Council approve funding in the amount of \$22,000.00 from the Arts Commission to the Arts & Cultural Alliance to be used to complete the Riverstone Park Amphitheater Shade Cover?

HISTORY:

In 2020, the Arts & Cultural Alliance (A&C) spearheaded the project to install a shade structure over the Riverstone Park Amphitheater. The original cost was estimated at \$80,000.00, but due to engineering constraints and the soil composition at the site, cost went up significantly. The total cost to purchase and install the shade structure is currently \$175,000, of which the A&C has fundraised \$153,000.00. On January 24, 2023, the City of Coeur d'Alene Arts Commission approved funding in the amount of \$22,000.00 to complete the project. The project meets requirements of the Arts Ordinance and Policy as it would contribute to the enhancement of the performing arts. The Riverstone Park Amphitheater is owned by the City and all future maintenance of the shade cover will be completed by the City's Parks and Recreation Department.



FINANCIAL:

Funding for this project will come from the Public Art Fund – River District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

DECISION POINT/RECOMMENDATION:

Council should approve funding in the amount of \$22,000.00 from the Public Art Fund – River District URD to the Arts & Cultural Alliance to be used to complete the Riverstone Park Amphitheater Shade Cover project.




 Riverstone Amphitheater
 

1145540-04-02-02 • 04.08.2021
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Total Project Cost: \$175,000

Total Raised: \$153,000

Total Needed: \$22,000

- Structure materials were purchased in 2021.
- Ginno Construction was hired to install the materials.
- Construction must happen when the ground is frozen.
- The City of Coeur d’Alene Parks Department will maintain the structure, installing sails in the spring, and removing them in the fall each season.
- Projected construction date: Mid January, 2023



HELP US **PUT A LID ON IT!**

The Riverstone Amphitheater Shade Project

Every July through August, the Coeur d’Alene Arts and Culture Alliance provides free concerts for our community. That’s 10 concerts every year, a total 125 free concerts over the past 12 years. Bands have nicknamed the stage The Frying Pan! The venue is perfect; the heat is often unbearable.

This cover will protect expensive musical equipment and talented performers. It will also provide shade for many attendees, as well as other community events held at this amphitheater, ie. weddings, community gatherings, and other public uses.

The structure materials have been purchased, but construction was delayed due to engineering constraints: the composition of the soil requires digging the holes for the posts a full 14 feet, much deeper than anticipated. With the special equipment necessary to dig these holes, costs went up considerably.

If you have attended, performed at, enjoyed post-concert business from or used the stage at Riverstone Park – please consider helping us “Put a lid on it” by clicking the “donate” button and contributing!

For more information on donations contact Alli Shute at ali@artsandculturecda.org.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023

FROM: THOMAS GREIF, FIRE CHIEF

SUBJECT: KCEMSS MASTER AGREEMENT/ LOCAL 710 CBA

DECISION POINT:

Should Council approve:

1. The proposed addendum to the current Master Agreement with KCEMSS; and
2. The proposed amendment #2 to International Association of Fire Fighters (IAFF) L-710 Collective Bargaining Agreement, Article 8, Staffing?

HISTORY:

The CDA Fire Department has been providing two (2) Paramedic level ambulances since 2001 with the Kootenai County Emergency Medical Services System (KCEMSS) Master Provider Agreement reflecting these services. With the addition of the new ambulance (Medic 34) beginning on March 1, 2023, this agreement will need to reflect this change. (Addendum provided.)

Currently, the Collective Bargaining Agreement between the City of Coeur d'Alene and the IAFF Local 710 reflects a "minimum staffing level" of seventeen (17) firefighters per shift. With the addition of the new ambulance (Medic 34), there is a need to increase the "minimum staffing" to nineteen (19) Tuesday through Friday after this ambulance is placed into service. (Amendment provided.)

FINANCIAL ANALYSIS:

Two (2) of the newly hired lateral Firefighter-Paramedics will be funded by the KCEMSS in the amount of \$240,000.00 per year. The third newly hired lateral Firefighter-Paramedic was approved through the 2022-2023 City budget process.

PERFORMANCE ANALYSIS:

Both of these proposed changes are needed to implement this new ambulance (Medic 34).

DECISION POINT/RECOMMENDATION:

Council should approve both of these proposed changes to allow for "mandatory staffing levels" needed for this new ambulance.

ARTICLE 8 STAFFING

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of seventeen (17) firefighters (ranks Firefighter through Battalion Chief) on duty and available for initial response. There shall be at least one Idaho State-licensed Paramedic per ambulance.

A. From 0800 Tuesday to 0800 on Saturday (4 consecutive 24hr shifts) minimum staffing shall be nineteen (19) firefighters (ranks Firefighter through Battalion Chief).

B. The Fire Chief can unilaterally change subsection A to 0800 Monday through 0800 Friday (4 consecutive 24hr shifts) should the need arise. Any change can only be made once during the duration of this Agreement. Prior to implementing this change, the Fire Chief will need to provide the Union and City Administration two (2) weeks' written notice, with the date of change and reasoning for the change.

SECTION 2. It is the intent that all stations will be staffed with a minimum of one fire apparatus. It is the intent that all fire apparatus should be staffed with a minimum of three firefighters, consisting of one Captain or acting Captain, one engineer or acting engineer, and one firefighter.

It is the intent that all ambulances should be staffed with a minimum of two firefighters each, one of whom shall be an Idaho State licensed Paramedic.

It is the intent that a Battalion Chief vehicle will be staffed with a minimum of one Battalion Chief or Acting Battalion Chief.

Anytime a fire apparatus leaves the CITY for mutual aid or the staffing falls below three (3), the Battalion Chief or Acting Battalion Chief, Deputy Chiefs, or Fire Chief will authorize off-duty personnel to be called back for extra duty.

The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the CITY's right to layoff for lack of funds.

SECTION 3. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the CITY limits:

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the CITY, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Battalion Chief or Acting Battalion Chief, Deputy Chief, or Fire Chief. No more than one station, regardless of the staffing levels, will be allowed to attend functions on any given day. The shift Battalion Chief, Deputy Chief, or Fire Chief, however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The Battalion Chief shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that attendance at said function will greatly delay the response back to the city limits as the result of weather conditions, an increase in emergency activity, or other circumstances.

**ADDENDUM TO
MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY
AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY, IDAHO**

Amending Terms Specific to the City of Coeur d'Alene and East Side Fire District

This Addendum to the "Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho" ("Master Agreement") is hereby made and entered as of the date of last signature below by and between the City of Coeur d'Alene, by and through its Mayor and City Council ("the City"), East Side Fire District, by and through its Board of Commissioners ("ESFD"), Kootenai County, by and through its Board of Commissioners ("Board"), and the Joint Powers Board for the Kootenai County Emergency Medical Services System ("JPB").

This Addendum shall be hereinafter referred to as the "Addendum," which term shall include all terms of the Master Agreement specifically incorporated by reference herein.

RECITALS

WHEREAS, the Board enacted, on January 11, 2005, its Ordinance No. 345 ("the Ordinance"), codified, as amended, at Title 2, Chapter 3, Kootenai County Code, which organized the Kootenai County Emergency Medical Services System ("the System") for providing emergency medical services within Kootenai County; and

WHEREAS, the Ordinance established the JPB to manage the System; and

WHEREAS, the Board and JPB, by virtue of the Ordinance, as well as the authority vested in the Board pursuant to Title 31, Chapter 39, Idaho Code, have authority to enter into agreements with medical service providers for the provision of emergency medical services (EMS), which are defined under the Ordinance to include the provision of health care to any person experiencing a medical emergency; and

WHEREAS, the City is a city duly established pursuant to Title 50, Idaho Code, which provides EMS services to individuals involved in fires, medical emergencies, accidents, including vehicular accidents, and other related activities, and is a medical service provider member of the System; and

WHEREAS, ESFD is a fire protection district duly established pursuant to Title 31, Chapter 14, Idaho Code, which provides EMS services to individuals involved in fires, medical emergencies, accidents, including vehicular accidents, and other related activities, and is also a medical service provider member of the System; and

WHEREAS, the City and ESFD have the authority to enter into an agreement with the Board and JPB for the purpose of providing such services for the mutual protection of land, equipment, facilities and individuals in a manner consistent with the applicable provisions of Idaho Code and their respective duly adopted rules and regulations; and

WHEREAS, the City, ESFD, the Board, and the JPB acknowledge and agree that it would be beneficial for the City and ESFD to continue to provide such services as required; and

WHEREAS, the City, ESFD, the Board, and the JPB acknowledge and agree that the terms and conditions specific to the City and ESFD should be amended to reflect the services which each respective entity will be obligated to provide;

NOW THEREFORE, based upon the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Addendum as having been received, the parties mutually promise, covenant and agree as follows:

I. INCORPORATION OF TERMS OF MASTER AGREEMENT

The terms and conditions set forth in the “Master Joint Powers Agreement for the Provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho” (“Master Agreement”) shall remain in full force and effect except as modified herein. In the event of a conflict between the Master Agreement and this Addendum, this Addendum shall govern.

II. AMENDMENTS TO MASTER AGREEMENT

A. Specific Terms Regarding the City. Part VII of the Master Agreement is hereby amended to read as follows:

7.1 **Staffing** – The City shall provide the System with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by the System. Two of the above-mentioned ambulances shall be staffed twenty-four (24) hours a day seven (7) days a week. One (1) ambulance shall be staffed Ten (10) hours a day, Four (4) days a week. The specific staffing schedule will be agreed to by the System and the City. Said personnel shall remain the employees of the City at all times, and the City shall be responsible for payment of wages, benefits, and payroll associated fees.

7.2 **Vehicles** – The System shall provide four (4) ambulances for the city to use. This is to include heart monitors, appropriate for the level of care each unit can provide and in proper working order, subject to budgetary considerations. These ambulances shall be stationed at locations within the city that the Chief Officer of the City fire department and the System’s Chief Officer deem to be reasonable in order to fulfill the City’s obligation pursuant to this agreement.

B. Specific Terms Regarding ESFD. Part XI of the Master Agreement is hereby amended to read as follows:

11.1 **Staffing:** ESFD will provide the system with sufficient personnel to staff one EMT level ambulance, which shall be available to respond to any location served by the System. This ambulance will also be available to respond in ESFD’s QRU response area that lies within Harrison Ambulance’s response area as a QRU and may transport when Harrison Ambulance is not available.

11.2 **Vehicles:** The System will provide one ambulance for the districts use. This ambulance will include all appropriate equipment to meet state licensing requirements. This ambulance shall be stationed at a location within ESFD that the ESFD Chief Officer and the System's Chief Officer deem to be reasonable in order to fulfill ESFD's obligations pursuant to this agreement. This ambulances response area will be determined by the Chief Officer of ESFD and the Chief Officer of the System.

11.3 **Payment:** ESFD will receive \$200.00 dollars per transport completed. This will be based on the requirements outlined in this agreement. This amount may be increased each year without changing this agreement.

C. **Specific Terms Regarding All Non-Transport Quick Response Agencies.** Part XI of the Master Agreement, as it existed prior to the adoption of this Addendum, shall be redesignated as Part XII, entitled "Specific Terms Regarding All Non-Transport Quick Response Agencies," and the sections therein shall remain unchanged but shall be renumbered as Section 12.1 and 12.2.

D. **General Provisions.** Part XII of the Master Agreement, as it existed prior to the adoption of this Addendum, shall be redesignated as Part XIII, entitled "General Provisions," and the sections therein shall remain unchanged but shall be renumbered as Sections 13.1 through 13.7.

III. GENERAL PROVISIONS

3.1. **Binding Agreement:** This Addendum shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Addendum to be effective, it must be in writing and signed by the parties hereto. This Addendum, including the terms of the Master Agreement incorporated by reference herein, contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Addendum is the final agreement of the parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understandings, representations, warranties, and conditions between the parties relating to said subject matter.

3.2. **Agreement Non-Exclusive; Competition Prohibited.** Pursuant to Kootenai County Code §§ 2-3-4(D) and 2-3-12, KCEMSS and Kootenai County may enter into agreements with medical service providers other than those which are parties to this Addendum, or to the Master Agreement, in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Addendum or to the Master Agreement, and/or to provide mutual aid to KCEMSS or any medical service provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained in this Addendum, the Master Agreement, or any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any party to this Addendum for the provision of EMS services.

3.3. **Invalidity:** If any portion of this Addendum, or any term of the Master Agreement incorporated by reference herein, is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Addendum or the Master Agreement is illegal or unenforceable as a matter of law, this Addendum shall be deemed to be null and void from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Addendum. In the event that Kootenai County should fail to fund KCEMSS as set forth above, KCEMSS, the City and ESFD shall be relieved of any further performance under the terms of this Agreement.

3.4. **Comprehension:** The parties hereto further mutually covenant, agree and represent that the terms of this Addendum have been completely read by them and that the terms of this Addendum are fully understood, binding and voluntarily accepted by them.

3.5. **Legal Counsel:** The parties hereto further covenant and agree that this Addendum, in an effort to save on expenses and attorney fees, has been prepared by an attorney who provides legal advice to both Kootenai County and to KCEMSS. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Addendum reviewed with an attorney of their own choosing prior to their execution of this Addendum. The signatures of the parties to this Addendum acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Addendum, or knowingly, freely and voluntarily waived their right to do so.

3.6. **Governing Law:** This Addendum shall be construed and interpreted in accordance with the laws of the State of Idaho.

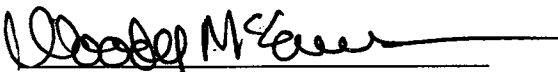
3.7. **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Addendum or any term of the Master Agreement incorporated by reference herein, or in any action to enforce this Addendum or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Code and the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2022, upon a vote of the Board of County Commissioners of Kootenai County, Idaho.

Chairman

Deputy Clerk

EXECUTED THIS 27th day of October, 2022, upon a vote of the Kootenai County Emergency Medical Services System Joint Powers Board.



Chairman



Secretary to the Board

EXECUTED THIS _____ day of _____, 2022, upon a vote of the City Council of the City of Coeur d'Alene.

Mayor

City Clerk

EXECUTED THIS _____ day of _____, 2022, upon a vote of the Board of Commissioners of the East Side Fire Protection District.

Chairperson

Clerk/Secretary

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENTS

DECISION POINT: Should the City Council approve amendments for Rule 11 – Unpaid Leave of Absence and Rule 27 – FLSA Exempt Employees?

HISTORY: The proposed amendments to Rule 11 require more explanation from the employee in the reason for the leave, the length of the leave, why it is necessary, and any additional information that would be helpful in making a final determination with the request. The main amendment in the current language is changing the approval process of unpaid leave beyond twelve weeks from being approved by City Council to being approved by the City Administrator, after conferring with the applicable Department Head and Human Resources Director. This would be a more standard internal approval process for employees.

The proposed amendments to Rule 27, besides some general housekeeping amendments, are due to the Deputy Fire Chiefs' previously negotiated Memorandum of Understanding (MOU) benefits, now being proposed to be incorporated into the Personnel Rules. The Deputy Fire Chiefs have agreed to no longer be covered by their previous MOU and, as a result, will move under the Personnel Rules. The on-call compensation benefit was approved by Council at the December 20, 2022, City Council meeting and is for the rotating weekly on-call schedule, for on-call hours outside of their typical work schedule, which is prepared by the Fire Chief.

These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. Additionally, the Lake City Employees Association (LCEA), Police Association, and Fire Union were notified of the changes prior to posting with no concerns being mentioned.

FINANCIAL ANALYSIS: There are no hard costs associated with the Personnel Rule amendments to Rule 11. Adding the Deputy Fire Chiefs to Rule 27, specifically the On-Call Compensation benefit, will add an additional \$24,366 for fiscal year 2023-2024. Due to the benefit being paid in the next fiscal year, this will allow the City to budget the expense in the next budget year for the three Deputy Fire Chiefs.

PERFORMANCE ANALYSIS: Authorizing the above noted Personnel Rule amendments are necessary to provide consistent and clear policies with up-to-date, relevant information. Additionally, adding the Deputy Fire Chiefs to the Personnel Rules captures all exempt positions into the Personnel Rules with the exception of Police Captains.

RECOMMENDATION: The City Council should approve the amendments for Rule 11 – Unpaid Leave of Absence and Rule 27 – FLSA Exempt Employees.

SECTION 7.

Unpaid Leave of Absence

- (a) Requests: All requests for an unpaid leave of absence by a regular appointed or probationary employee must be made in writing to the employee's Department Head and the Human Resources Director. Requests shall explain the reason(s) for the leave, the length of the leave requested, why it is necessary, and any other applicable information that would be helpful in making a final determination on the request, including medical documentation if available or requested. Unpaid leave is not a right, but is granted only in extraordinary circumstances upon a showing of good cause. Unpaid leave may be denied if coverage for the employee's work duties and responsibilities is not reasonably practicable.
- (b) Duration of Unpaid Leave of Absence:
- a. Less than one (1) week: The Department Head, in consultation with the Human Resources Director, may grant an employee up to one (1) calendar week of unpaid leave.
 - b. Extended unpaid leave: The Human Resources Director may grant unpaid leave for up to twelve (12) calendar weeks. After conferring with the employee's Department Head, the Human Resources Director will provide the employee a written response to the employee's request.
 - c. Beyond twelve (12) weeks: The City Administrator may grant unpaid leave for more than twelve (12) weeks. The City Administrator shall confer with the employee's Department Head and the Human Resources Director prior to making a determination. The Human Resources Director will provide the employee a written response to the employee's request.
- (c) Exhausting Paid Leave: Prior to use of unpaid leave, an employee shall have exhausted all accrued vacation and compensatory leave. If the reason of the leave of absence is an allowable use under the sick leave policy, then all sick leave shall also be exhausted prior to going into an unpaid leave status.
- (d) Leave Accruals: During an unpaid leave of absence, an employee is not eligible for vacation or sick leave accruals.
- (e) Employee Benefits: If an employee has a full calendar month of unpaid leave, the employee is responsible for both the employee's and employer's cost share of any insurance benefit the City provides. The employee will be advised of COBRA continuation rights.
- (f) Return to Work: An Employee shall be reinstated in the position held at the time leave was approved upon return to work following unpaid leave. Failure of an employee to return to work on the agreed upon date may be treated as a resignation by the City or may subject the employee to disciplinary action up to and including termination.

- ~~(a) Short Term Unpaid Leave: Department Heads may grant a regular appointed or probationary employee an unpaid leave of absence for up to one (1) calendar week. The leave must be approved in writing and be reported to the Human Resources Director.~~
- ~~(b) Extended Unpaid Leave: The Human Resources Director may grant a regular appointed or probationary employee an unpaid leave of absence for up to twelve (12) calendar weeks. The leave must be requested and approved in writing and the written request must explain the reason for the leave. Prior to beginning an unpaid leave of absence under this subsection, the employee must have exhausted all vacation, sick, or comp time leave that is available to the employee under these rules. Service time will not accrue during the period of unpaid leave.~~
- ~~(c) Unpaid Leave Beyond Twelve (12) Weeks: An unpaid leave of absence of twelve (12) calendar weeks or more must be approved in writing by the City Council. The Leave must be requested in writing and state the reason for the request. Prior to beginning an unpaid leave of absences under this subsection, the employee must have exhausted all vacation, sick, or comp time leave that is available to the employee under these rules. Service time will not accrue during the period of unpaid leave.~~
- ~~(d) Return to Work: Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure of an employee to return to work on the agreed upon date may be treated as a resignation by the City.~~

RULE 27: FLSA EXEMPT EMPLOYEES

SECTION 1. Purpose/Intent

The purpose of this rule is to establish consistent rules and policies for FLSA exempt employees other than Department Heads.

SECTION 2. Definitions

For the purpose of this section, the following term has the following meaning:

- (a) **FLSA Exempt:** Employees responsible for management within a city department, and under the day to day guidance and supervision of the Department Head, includes the following positions: Accountant, Assistant Street & Engineering Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Senior Planner, Attorneys, Comptroller, Deputy Fire Chiefs, ~~Deputy Library Director~~, IT Network Administrator, Network Specialist, IT Database Application Developer, IT Systems Analyst Coordinator, Police Captains, Project Coordinator, Assistant Project Manager, Project Managers, Building Official, City Engineer/Lead Project Manager, Parks Superintendent, Recreation Superintendent and Capital Program Manager.

SECTION 3. Conditions of Employment

- (a) **FLSA Exempt:** FLSA exempt employees are classified as exempt employees under the Fair Labor Standards Act and are ineligible to receive compensatory or overtime pay.
- (b) **Residency:** At the discretion of the city administrator, certain FLSA exempt employees may be required to reside within a twenty (20) minute driving response time to the city limits.
- (c) **Duties:** FLSA exempt employees' duties and responsibilities are outlined in the adopted job description for each position.
- (d) **Application of Personnel Rules:** FLSA exempt employees are regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by a written agreement.
- (e) FLSA exempt employees follow the observed Holidays listed in Rule 11, Section 10.
- (f) In addition to the personnel rules, FLSA exempt employees must follow all policies and procedures applicable to them that are approved by the City Council by resolution.

SECTION 4. Appointment

- (a) **Compensation:** FLSA exempt employees will be appointed and paid a salary within the range identified in the currently adopted classification and

compensation plan.

- (b) Promotional Appointments: Current city employees who are promoted to a FLSA exempt position will receive a minimum of a 10% salary increase and must use any accrued compensatory time at a rate of at least 40 hours a year until the accrued compensatory leave balance is exhausted.

SECTION 5. Benefits

(a) Vacation:

- (1) Accrual Rate: Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. Vacation leave for FLSA exempt employees will accrue as follows:
- (i) 1st through 3rd Year of Service: 8 hours of leave accrues for each complete month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) 4th through 5th Year of Service: 12 hours of leave accrues for each complete month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) 6th through 10th Year of Service: 16 hours of leave accrues for each complete month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more Years of Service: 20 hours of leave accrues for each complete month of service; accrued at a rate of ten (10) hours per pay period.
- (2) Existing Accrual Rate: The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee.
- (3) Maximum Vacation Accrual: FLSA exempt employees may not accumulate more than 360 hours of vacation leave. Any excess vacation leave as of October 1st of each year will be forfeited unless used by January 15th of the following year unless otherwise approved by the city administrator in writing.
- (4) Vacation Accrual During Leave: No vacation leave will be accrued after 60 consecutive days of absence.
- (5) Reporting Usage: Vacation usage must be reported on time records in half day increments.

(b) Sick Leave:

- (1) Accrual Rate: Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third disbursement. FLSA exempt employees will accrue ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.

- (2) Reporting Usage: Sick leave usage must be reported on time records in half day increments.
- (3) Sick Leave Bank: FLSA exempt employees are eligible to participate in the sick leave bank.
- (4) Maximum Sick Leave Accrual: FLSA exempt employees will not receive compensation for accumulated sick leave unless the FLSA exempt employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. The FLSA exempt employee must select sick leave option 1 or 2, found in Rule 11, Section 4.
 - (i) Under Option 2, found in Rule 11, Section 4, FLSA exempt employees (with the exception of Deputy Fire Chiefs) shall be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Deputy Fire Chiefs shall be paid for forty-one (41%) of employee's banked excess sick leave.

(c) Compensation/Performance Based Salary Increases:

- (1) All FLSA exempt employees are eligible for a pay increase ranging from 5% to 8% 12 months after their appointment date and annually thereafter based on a performance evaluation from the department head.
- (2) Maximum Salary: FLSA exempt employees' salaries cannot exceed the maximum amount authorized in the currently adopted classification and compensation plan.

(d) Cost of Living Increases: In addition to performance-based salary increases, FLSA exempt employees will receive annual cost of living increase of 2.5%. Cost of living increases will be effective at the beginning of the pay period that includes ~~on~~ October 1st.

(e) Car Assignment: The city administrator will authorize car assignments based upon adopted city policies for vehicle assignment and usage. The FLSA exempt employee must follow all adopted city policies for vehicle usage.

(g) Additional Benefits: FLSA exempt employees will receive the same VEBA, medical, dental and vision insurance, Social Security (F.I.C.A.), PERSI, life insurance, and long-term disability insurance authorized by the council for the employees represented by LCEA.

(1) Social Security for Deputy Fire Chiefs: Acknowledging that a referendum was held resulting in the loss of Social Security coverage for the Deputy Fire Chiefs, the City agrees, in lieu of paying Social Security employer contributions, to contribute 6.2% of the Deputy Fire Chiefs compensation into their PERSI Choice plan with a required minimum employee match of 1%. This applies to any compensation that would have otherwise been taxable social security wages. If the Social Security tax obligation is, at any time changed for general employees, the City's contribution to the Deputy Fire Chiefs shall also be changed to the then-current Social Security employer rate.

(2) Administrative On-Call Compensation for Deputy Fire Chiefs: The Fire Chief shall create a quarterly on-call rotating weekly schedule for the Deputy Fire Chiefs. The City agrees to compensate the Deputy Fire

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Chiefs for a total of one hundred thirty-two (132) hours per fiscal year in recognition of their scheduled on-call service outside of their typical work schedule. The completed annual schedule and hours shall be approved by the Fire Chief and submitted to the Human Resources Director for payment in conjunction with the fire department's annual holiday pay compensation report. If the Deputy Fire Chief does not complete the required on-call hours, compensation will be pro-rated accordingly. Compensation shall be paid on or before December 1st of each year for the entire preceding calendar year. Compensation shall be based on Deputy Fire Chiefs' base hourly rate of pay when work was completed and shall be paid once a year.

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**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: FEBRUARY 13, 2023

FROM: DAVE HAGAR, POLICE DEPARTMENT

SUBJECT: SURVEY AND GEOTECHNICAL ENGINEERING CONTRACT
WITH HMM ENGINEERING IN SUPPORT OF THE POLICE
HEADQUARTERS REMODEL AND EXPANSION PROJECT

DECISION POINT: Should Council approve a contract with HMM Engineering to conduct an ALTA Survey and a Geotechnical Engineering evaluation as needed by the Architect and Contractor to proceed with the planning for the remodel and expansion of the Police facility for the amount of \$33,650.00?

HISTORY: The City of Coeur d'Alene recently acquired the vacant piece of land immediately adjacent to and north of the existing Police Headquarters at 3818 Schreiber Way. As the preconstruction process is evolving, it has been determined that the site needs an ALTA Survey to determine exact boundaries, utilities and grade that would impact the construction. The last such survey was done 20 years ago. In addition, a Geotechnical Engineering evaluation is also required to determine foundation and paving requirements.

HMM Engineering is on the City's On-call Consultant list and offers both services needed for the project.

FINANCIAL ANALYSIS: The \$33,650.00 cost will come out of the \$4,500,000 in ARPA Funds allocated to the project and will not impact the operations budget of the City.

PERFORMANCE ANALYSIS: Approval of this contact will ensure the preconstruction design services have all of the information necessary to appropriately design and plan for the expansion.

DECISION POINT: Council should approve the contract with HMM Engineering to conduct an ALTA Survey and a Geotechnical Engineering evaluation as needed by the Architect and Contractor to proceed with the planning for the remodel and expansion of the Police facility in the amount of \$33,650.00.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into effective this ____ day of _____, 2022, between HMH, LLC, an Idaho limited liability company (“HMH”), and **ABC**, a _____ (“CLIENT”).

This Agreement consists of the following documents which are incorporated herein by reference:

- a. Terms and Conditions (Exhibit A);
- b. Rate Schedule (Exhibit B); and
- c. Estimate (Exhibit C).

IT IS HEREBY AGREED by and between the undersigned as follows:

1. Scope of Engagement. Client has engaged HMH to perform the following described services (collectively “Services”)

- [Detail specific services]

The services outlined above are to be performed in connection with the **Project Description** located at **Project Location** (“Project”) owned by Client. Should the scope of the Project be changed by circumstances beyond the control of HMH, the parties shall renegotiate the terms and conditions of HMH’s engagement, including scope of services and rate of compensation.

We have agreed that our engagement is limited to performance of the services described above. Our acceptance of this engagement does not involve an undertaking to perform any services other than those outlined above. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed in writing.

a. Exclusions. Services that are not included in the Scope of Engagement, but may be provided at additional expense, are as follows:

- i. [Itemize exclusions]

b. General Assumptions. The Scope of Engagement outlined above is subject to the following general assumptions made by the parties hereto:

- i. [Itemize assumptions]

c. Course of Construction. If the Scope of Engagement does not include construction phase services for this project, Client acknowledges that it assumes all responsibility for interpretation of the project documents and for construction observation and waives any claim against HMH in connection with same.

2. Fees. HMH shall be compensated for all Services as outlined above on an hourly basis in accordance with the rate schedule as outlined **Exhibit B**. In addition, Client shall be

responsible for payment of all costs incurred by HMH in performing its Services. An itemized schedule of the estimated fees necessary to perform the Services outlined above is attached hereto as **Exhibit C**.

[or]

HMH shall perform the Services in exchange for the fixed fee of \$ **[redacted]**. In addition, Client shall be responsible for payment of all costs incurred by HMH in performing its Services.

Retainer: A \$ **[redacted]** retainer will be required to initiate work.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

HMH, LLC
3882 N Schreiber Way, Suite 104
Coeur d'Alene, ID 83815

By: _____
Name: _____
Member

ABC
[Mailing Address]
[City/State/Zip]

By: _____
Name: _____
Title: _____

EXHIBIT A

TERMS AND CONDITIONS

1. Fees. Our current billing rates for the professionals that are likely to work on this Project are outlined in Exhibit B. The fees that we charge for our services are based on a variety of factors, the most important of which is the amount of time spent on a particular engagement by our professionals. Our billing rates are subject to change from time to time, with 30 days advance notice. Other factors also may be taken into consideration in determining our fees, including the novelty and complexity of the engagement; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances.

a. Alternate Fee Arrangements. There are circumstances in which we may provide professional services to you other than on a standard hourly rate arrangement, for example, on a flat-fee basis for certain well-defined services, or other alternate fee basis when appropriate. Any service arrangements other than our standard hourly rates will be effective only after we have discussed the arrangements with you, you have approved the arrangements, and the details of the arrangements have been confirmed in a written fee agreement between you and us.

2. Costs. During the course of performing the Services for you, we may be obligated to make payments to third parties for various services. You will be responsible to reimburse us for any third-party charges which we may advance on your behalf. Examples include government and quasi-governmental agency fees, filing and recording fees, significant document duplication projects, overnight or express mail services, charges for outside consultants and research services, and travel expenses. In some circumstances, arrangements with your approval may be made for third parties to bill you directly for those costs. We will not charge you for certain internal services that we provide in connection with our Services (e.g., routine duplication, postage, faxing, and long-distance charges). We will itemize in detail any costs and charges that we advance on your behalf in the invoices that we send to you.

3. Retainer. We may ask clients to provide an advance deposit with our firm, typically equal to the fees and costs likely to be incurred during a two-month period. We also reserve the right to require additional deposits in advance of undertaking a substantial amount of work. Unless otherwise agreed, any advance deposits will be held in trust for application to the final invoice for the work undertaken under this Agreement. Upon request, we will provide you with an accounting of all monies held in trust.

4. Estimates of Fees and Costs. HMH will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by HMH. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that HMH shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining

Client's agreement to do so.

5. Payment of Invoices. Our standard practice is to issue invoices monthly for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice, and our firm will charge a late payment fee of 1 1/2% per month (18% per annum) on invoices not paid within 30 days of receipt. Please bring any questions about inaccurate, inappropriate, or uncertain charges to the attention of the supervising engineer responsible for your engagement, within 30 days of the date of the invoice in question. Typically, we are able to resolve billing questions and problems promptly to the satisfaction of our clients with little inconvenience or formality. HMH reserves the right to exercise statutory lien rights to secure any sums due without prior notice.

6. Standard of Performance; Disclaimer of Warranties.

a. Level of Services. HMH offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being provided.

b. Standard of Care. Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, HMH will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

c. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

7. Changed Circumstances. If HMH discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, HMH will notify Client in writing of the changed conditions. Following notification, Client and HMH shall renegotiate the terms and conditions of this Agreement in good faith. If HMH and Client cannot agree upon amended terms and conditions within 30 days after notification of the changed conditions, HMH may terminate this Agreement and shall be compensated for all work performed as of the date of termination.

8. Hazardous Environmental Conditions of Materials. HMH's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of HMH's scope of work or suspension or termination of services.

9. Assistance with Permits, Governmental Approval. If the Scope of Engagement includes assistance with seeking governmental permits and/or approval, Client understands and agrees that HMH does not warrant or guarantee that any permits or approvals will be acted upon favorably by the appropriate agency. Should Client have any questions regarding applicable laws, regulations, or laws, including but not limited to a determination of which permits or approvals are required for the Project, it agrees that it shall seek independent legal advice. Absent specific directives from the Client to do so, HMH shall have no liability for failing to apply for any requisite governmental permits or approval for the Project.

10. Advise About Possible Outcomes. Either prior to or at the commencement of our engagement, we may have expressed opinions or beliefs concerning the engagement, possible designs, courses of action, and results. Any such statements made are intended to be an expression of opinion only, based upon information then known or available to us, and should not be construed as a promise or guarantee of a particular result or outcome.

11. Opinions of Construction and Project Costs. HMH may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of HMH's control. Client understands and agrees that: HMH has no control over the cost of labor or materials furnished by others or market conditions; HMH's opinions of probable cost are based on HMH's experience and judgment; HMH does not guarantee or warrant that bids or estimates prepared by contractors will not deviate from opinions of probable cost provided by HMH; and HMH is not responsible for variations between actual construction bids or costs and HMH's opinions regarding probable construction costs.

12. Allocation of Risk.

a. Limitation of Liability. The total cumulative liability of HMH, its subconsultants and subcontractors, and all of their respective members, employees and agents (collectively "HMH Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by HMH under this Agreement or \$100,000.00, whichever is less; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in HMH's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, HMH and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in HMH's fee, provided that they amend this Agreement in writing.

b. Indemnification of Client. Subject to the provisions and limitations of this Agreement, HMH agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by HMH's negligent performance of its Services under this Agreement.

c. Indemnification of HMM. Client will indemnify and hold harmless HMM Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by HMM's sole negligence, Client expressly agrees to defend, indemnify and hold harmless HMM Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

d. Consequential Damages. Neither Client nor HMM will be liable to the other for any special, consequential, incidental damages or penalties, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

e. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If HMM provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

13. Insurance. HMM agrees to procure and maintain, at its sole expense, if reasonably available, the following insurance coverage:

- a.** Statutory Workers' Compensation/Employer's Liability Insurance;
- b.** Commercial General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit for personal injury and property damage;
- c.** Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage; and
- d.** Professional Liability Insurance of \$1,000,000.00 per claim and annual aggregate for protection against claims arising out of the performance of services under this agreement caused by negligent acts, errors, or omissions for which HMM is legally liable.

Upon request and at Client expense, Client can be made an additional insured on HMM's commercial general liability and automobile liability insurance policies and certificates of insurance will be furnished to the Client.

14. Client's Responsibilities. In addition to full and timely payment for the Services performed under this Agreement, Client agrees to:

- a. Cooperation.** Assist and cooperate with HMM in any manner necessary

and within its ability to facilitate HMM's performance under this Agreement.

b. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

c. Rights of Entry. Provide access to and/or obtain permission for HMM to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. HMM will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that HMM's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

d. Relevant Information. Supply HMM with all information and documents in Client's possession or knowledge which are relevant to HMM's Services. Client warrants the accuracy of any information supplied by it to HMM and acknowledges that HMM is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify HMM any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

e. Subsurface Structures. Correctly designate on plans to be furnished to HMM, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s). HMM is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities.

15. Document Ownership, Retention and Destruction. All documents prepared or obtained through the course of the project, including electronic files, are the property of HMM and Client. Upon request and payment of all fees and costs, Client is entitled to a copy of the complete project files, including paper and electronic versions. Client agrees that no work product may be used or reused by the Client other than for the construction, operation and maintenance of the Project, without prior written authorization of HMM. Client acknowledges that any other use of HMM's work product by Client will be at Client's sole risk without liability of HMM. Client shall timely pay, assume, defend, indemnify and hold HMM harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by HMM.

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of our own files within a reasonable time after the termination of the engagement in accordance with our records retention policies. HMM normally does not retain files for more than 5 years after an engagement is concluded.

16. Termination of Engagement. The obligation to perform under this Agreement may be terminated by either party upon 30 days written notice. Such termination shall be based

upon substantial lack of performance by the other party under this Agreement, including but not limited to, Client's failure to pay monthly invoices. HMH may terminate services under this agreement upon 7 days written notice if Client requires or demands that HMH perform services in conflict with HMH's professional responsibilities and Client hereby waives any and all claims against HMH for such termination. If this Agreement is terminated by either party, HMH shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

17. Miscellaneous.

a. Merger. All oral and written representations, warranties, agreements and contracts discussed or entered into by the parties hereto or their representatives before the effective date of this Agreement relating directly or indirectly to the subject matter set forth in this Agreement are merged into and superseded by this Agreement and this Agreement constitutes the sole and the entire contract between the parties hereto relating to the transactions set forth in this Agreement.

b. Paragraph headings. The paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used to interpret it.

c. Severability. In the event any portions of this Agreement shall be deemed to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

d. Choice of law and consent to jurisdiction and venue. This Agreement shall be governed by the laws of the State of Idaho. The parties hereby consent to the jurisdiction and venue of the district court located in Kootenai County, Idaho in the event of any legal proceeding with respect to the negotiation, execution or delivery of this Agreement, or the enforcement of any obligation, right of remedy thereunder, or the assertion of any claim, defense, set off or counterclaim in connection therewith.

e. Construction. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties hereto. The parties hereto agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed, shall constitute one and the same instrument. Several duplicate

originals of this Agreement shall be signed and each such signed duplicate original for all purposes.

g. Facsimile Copies. The parties agree that facsimile copies of the signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind the parties' respective rights and obligations under this Agreement, to the same extent as if such signatures were original signatures.

h. Time of the Essence. Timely and prompt performance of each provision of this Agreement is of the essence and shall be required.

i. Notices. Notices required hereunder shall be in writing and shall be delivered to the parties by hand, or certified mail, return receipt requested, at the addresses first listed above and shall be effective upon delivery.

j. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed to by each of the parties hereto or their authorized representatives.

k. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future successors in interest, partners, directors, officers, owners, stockholders, administrators, executives, employees, agents, representatives and all parent, subsidiary, allied or affiliated corporations or survivors by merger.

l. No Third Party Beneficiaries. There shall be no designated or intended third-party beneficiaries to this Agreement. This Agreement is for the sole and exclusive benefit of the parties.

m. Waiver of Jury Trial. Both parties forever waive any and all rights to a trial by jury in any action or proceeding to enforce or defend any rights or remedies under this Agreement, or any action or proceeding in any way arising out of or in connection with this Agreement, whether in contract or tort, at law or in equity, or mixed, and agree that any such action shall be tried by a judge and not by a jury.


n. Attorney's Fees. In the event the parties are unable to resolve a dispute arising under this Agreement and litigation or arbitration is filed to resolve the dispute, the prevailing party shall be entitled to an award of their reasonable attorney's fees and costs.

EXHIBIT B
RATE SCHEDULE

Staff Classification

Hourly Rate

EXHIBIT C
ESTIMATE

Project Scope, Manhour and Fee Estimate					
Date:	6/14/16				
Client:	Cannon Ground Development LLC				
Project:	Hanley Atlas Storage Project				
By:	EKO				
		Manhour Estimate by Staff Classification			
		PE	EI		
Task #	Task Description	\$120.00	\$ 80.00		Fees
	Purchase Survey				\$ 2,500
1	Project Administration	4			\$ 480
2	Site Visits	2	4		\$ 560
3	Agency Meetings - County, Fire, City (approaches)	2	8		\$ 880
4	Basemapping	2	8		\$ 880
5	Utility Coordination	2	8		\$ 880
6	Site Layout - 3 iterations	8	40		\$ 4,160
7	Coordination with Building Designer	2	6		\$ 720
8	Dimensional Control Plan	1	8		\$ 760
9	Grading and Drainage Plan	4	24		\$ 2,400
10	Erosion Control Plan	1	4		\$ 440
11	Drainage Calculations	2	8		\$ 880
12	Site Disturbance Report	1	4		\$ 440
13	Permitting Assistance/Corrections	2	8		\$ 880
14	QA/QC	4			\$ 480
15	Site Disturbance Inspections	1	4		\$ 440
	Totals	38	130		\$ 17,780



Professional Services Proposal
for
Police Headquarters Expansion
City of Coeur d'Alene, Idaho

6 locations to better serve you!



Project Understanding

The City of Coeur d’Alene (“Client”) has selected HMH Engineering (HMH) from the City’s Professional Services Roster, to provide a proposal for Survey and Geotechnical Engineering Services in support of improvements to the City Police Headquarters on N Schreiber Way, in Coeur d’Alene, Idaho. The phased improvements are anticipated to include a 21,000+ square foot building addition, a future storage building, and expanded parking.

Client’s architect, TreanorHL, has provided the attached preliminary site plan dated January 25, 2023 and selected the test boring locations and corresponding depths. Our proposal and work plan has been developed based on this site plan. Any updates to this plan should be provided to HMH as soon as practicable so the work plan can be adjusted accordingly, as necessary.

Survey Services

ALTA Survey

HMH will perform and ALTA/NSPS Land Title Survey in accordance with the 2021 Minimum Standard Detail Requirements in addition to the Table A – Optional Survey Responsibilities and Specifications that were specified by the Client. Of which are Items: 1, 2, 30, 4, 5, 6, 7(c), 8, 11(a), 11(b), 14, & 18.

Private Utility Locates

Per Table A – Item 11(b), underground utilities will be marked. HMH will locate all underground utility marks while performing field work for the ALTA Survey. Private Utility Locates will be subcontracted to Blood Hound Underground Utility Locators and be listed below as a separate fee.

Geotechnical Engineering Services

Field Investigation

An initial site visit will be conducted to locate the planned test boring locations prior to submitting a public utility locate request. HMH will utilize the Kootenai County One Call utility notification center to inform utility companies in advance of the field work.

Client’s architect suggested drilling to refusal within the proposed building footprint and to depths of 20’ within proposed parking areas. Assuming no more than a 2-story structure, HMH proposes to complete two (2) 35-foot-deep test borings, within the footprint of the proposed building expansion, and two (2) 20-foot-deep test borings in planned parking/driveway areas. We feel this scope would



provide the necessary site soil conditions to allow us to provide construction recommendations. HMH will subcontract with a drilling company utilizing a truck-mounted drill rig. Samples will be obtained at regular intervals to classify the site soils and determine their engineering properties.

Laboratory Testing

Upon completion of the field investigation, laboratory testing of select soil samples will be completed to assist with providing engineering recommendations. Depending on the specific soil types encountered in the exploration, we expect select soil samples will be tested for the following engineering parameters including, but not limited to: moisture content (ASTM D-2216), particle-size gradation (ASTM D-6913), In-place Density (ASTM D-2216), Maximum Dry Density (ASTM D-1557), corrosion (ASTM D-4972) and resistivity (G187).

Based on the results of the field investigation and laboratory analysis, HMH will complete an engineering analysis and prepare recommendations to support the proposed development. Our analysis and associated recommendations will include discussion and summary of soil conditions encountered, summary of laboratory testing results, allowable soil bearing pressure, anticipated settlements, recommendations for foundation construction, pavement design, suitability of on-site soils for use as structural fill, recommendations for engineering materials for use in construction, site preparation, drainage, and seismic considerations.

Project Fee Schedule

The total fee is based on our understanding of project requirements and site conditions.

Survey Services:

ALTA Survey:	\$9,500.00
Private Utility Locates:	<u>\$2,650.00</u>
Total:	\$12,150.00

Geotechnical Services:

Drilling Subcontractor:	\$8,500.00
Lab Testing:	\$3,500.00
Field Work	\$3,000.00
Analysis/Report:	<u>\$6,500.00</u>
Total:	\$21,500.00

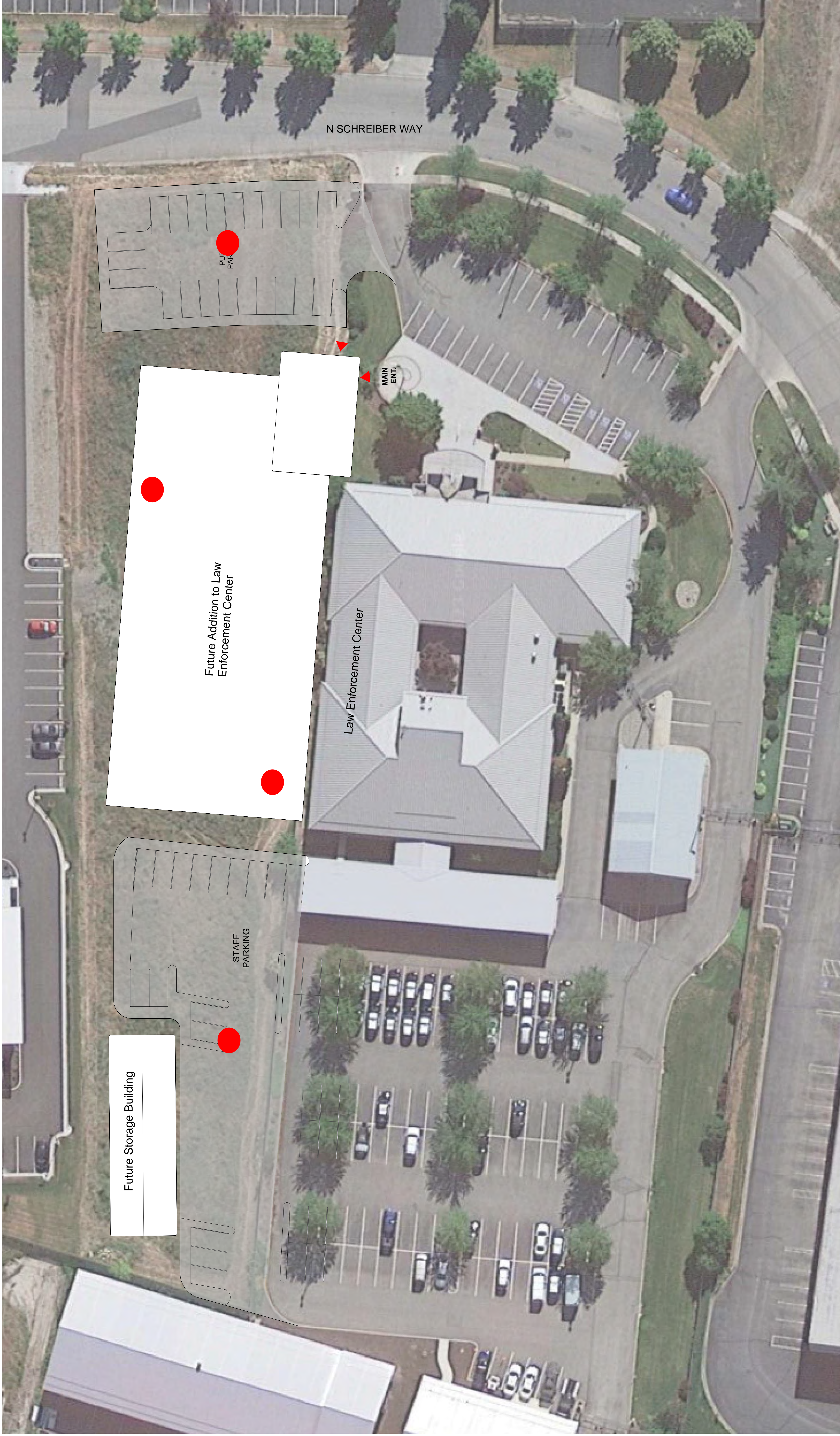
Total Lump Sum Fee: \$ 33,650.00



Clarifications

- Client will provide any existing geotechnical report or other information for the existing Police Headquarters Building and proposed expansion site.
- Client will provide legal access to the site to complete the work.
- The site is accessible with a truck-mounted drill rig.
- Client will provide concept design drawings (in AutoCAD format) to allow HMH to field locate the test borings.
- Drilling subcontractor availability is approximately one (1) month out after NTP.
- Laboratory testing may take up to 3-4 weeks after completion of field work.
- Report preparation may take up to 2-3 weeks after completion of laboratory testing.
- No construction phase services are included in this proposal.

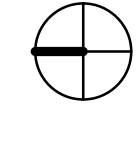
This proposal is valid for 60 calendar days following the submission date. If you have any questions regarding this proposal, or would like to alter the project scope, please contact Dan Tadic 208.635.5825 or dtadic@hmh-llc.com.



Coeur d' Alene, ID Police Headquarters

SITE PLAN

1" = 20'-0"



January 25, 2023

TREANORHL

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*

2. _____ *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*

3. _____ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*

4. _____ *Gross land area (and other areas if specified by the client).*

5. _____ *Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*

6. _____ *(a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

_____ *(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*

7. _____ *(a) Exterior dimensions of all buildings at ground level.*

_____ *(b) Square footage of:*

_____ *(1) exterior footprint of all buildings at ground level.*

_____ *(2) other areas as specified by the client.*

- _____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- _____ (a) plans and/or reports provided by client (with reference as to the sources of information)
- _____ (b) markings coordinated by the surveyor pursuant to a private utility locate request.

Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor’s assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client’s designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner’s name listed in the tax records followed by “et al.”
14. _____ As specified by the client, distance to the nearest intersecting street.

15. _____ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*
 16. _____ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*
 17. _____ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*
 18. _____ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*
 19. _____ *Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*
 20. _____ _____
-

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nsps.us.com.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*

2. _____ *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*

3. _____ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*

4. _____ *Gross land area (and other areas if specified by the client).*

5. _____ *Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*

6. _____ *(a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

_____ *(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*

7. _____ *(a) Exterior dimensions of all buildings at ground level.*

_____ *(b) Square footage of:*

_____ *(1) exterior footprint of all buildings at ground level.*

_____ *(2) other areas as specified by the client.*

- _____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- _____ (a) plans and/or reports provided by client (with reference as to the sources of information)
- _____ (b) markings coordinated by the surveyor pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor’s assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client’s designated representative.
13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner’s name listed in the tax records followed by “et al.”
14. _____ As specified by the client, distance to the nearest intersecting street.

15. _____ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*
 16. _____ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*
 17. _____ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*
 18. _____ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*
 19. _____ *Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*
 20. _____ _____
-

Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. More at: www.nsps.us.com.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 21, 2023

FROM: HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR,
SEAN HOLM, SENIOR PLANNER, AND RANDY ADAMS, CITY
ATTORNEY/LLEGAL SERVICES DIRECTOR

SUBJECT: A-4-22 – COEUR TERRE REVISED ANNEXATION & DEVELOPMENT
AGREEMENT – SUMMARY OF CHANGES

DECISION POINT:

Kootenai County Land Company, LLC, through their representative Connie Krueger, is requesting consideration of annexation for a +/-440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations described within the February 7, 2023 staff report including: R-8, R-17, C-17L, and C-17, and the addition of the R-3 zoning designation.

Should the City Council approve the annexation request (A-4-22) and the revised Annexation and Development Agreement for Coeur Terre?

HISTORY:

The hearing on this application was before the Planning Commission on October 11, 2022; a request for zoning prior to annexation of +/- 440 acres from County Ag-Suburban to City R-3, R-8, R-17, C-17L, and C-17. Motion by Ingalls, seconded by Fleming, to recommend annexation, zoning, and a development agreement as presented in the public hearing. The motion to approve was carried by a 6 to 0 vote (Commissioner Luttrupp absent). The City Council heard the annexation request along with the Annexation and Development Agreement on February 7, 2023. After hearing from the staff, applicant, and members of the public, the City Council voted 6 to 0 to defer the decision on A-4-22 to the February 21, 2023 meeting and directed staff to negotiate with the applicant/developer to revise the Annexation and Development Agreement to address their concerns. The Mayor and City Council members subsequently provided comments to City staff to have negotiated with the applicant team and directed staff to revise the agreement for consideration by City Council at the February 21st meeting.

Staff from Police, Fire, Streets & Engineering, Wastewater, Legal, Municipal Services and Planning met on Friday, February 10th to review City Council comments and evaluate feasible revisions to the agreement. (Staff from the Water and Parks Departments had weighed in previously on the City Council comments and did not need to have changes made to the agreement and therefore were not at the meeting with the applicant team.) Following the internal meeting, the Annexation and Development Agreement was revised and forwarded to the applicant team. On February 15th, the applicant team met with neighborhood representatives in the Community Library Room in the morning and later met with staff to discuss changes to the development agreement and City Council comments.

The applicant team willingly conceded to the Council requests that were consistent with the needs of our public safety departments and other service departments. The revised development agreement reflects these changes, which are summarized below under

Performance Analysis. Staff is presenting an agreed-upon Annexation and Development Agreement for City Council consideration.

FINANCIAL ANALYSIS:

As noted in the Annexation and Development Agreement, the Owners agree to provide, as an annexation fee, a total cash payment in the amount of Two Million Dollars (\$2,000,000.00). One Million Dollars (\$1,000,000.00) of this will be paid to the City at the time of recordation of the Annexation ordinance and this Agreement, and One Million Dollars (\$1,000,000.00) will be paid to the City no later than two (2) years after the date of recordation of the annexation agreement. All other applicable fees would be assessed at the time of development.

PERFORMANCE ANALYSIS:

The revised Annexation and Development Agreement is in the Council packet. A summary of the changes to the first agreement, the reasons the changes were made, and why certain items were not included is provided below.

Revisions:

- **1.3: Zoning Districts and Zoning Map (REVISED)** Exhibit C has been updated to reflect R-3 along the eastern and southern borders for a 200-foot width where adjacent to residential uses. Please note that the R-3 zoning is not adjacent to the Industrial Park. This satisfies Council's concerns about a buffer strip. R-1 was not feasible from a practical and overall planning perspective.
- **1.4: Maximum Number of Residential Units (NEW)** – This section clarifies that the maximum number of residential allowed is 2,800 units, which is the maximum number under the modeling provided by the Wastewater Department. It also clarifies that the distribution of density is governed by underlying zoning and shall be generally consistent with the Conceptual Master Plan (Exhibit D).
- **1.5: Buffer Zone (NEW)** – This section provides for a minimum two hundred (200) foot buffer of property that would be zoned R-3 abutting existing residential neighborhoods to the east and south. It also limits properties within this buffer zone to single-family residential with a maximum height of thirty-two (32) feet (by Code), as well as open space, trails and public utilities. The 200-foot buffer distance is consistent with the size of lots to the east that range in size from approximately 160-210 feet in depth.
- **4.3: Street Connections to Existing Subdivisions (NEW)** – This section clarifies that two street connections will be required to connect Coeur Terre to the existing subdivisions, and identifies the streets as Nez Perce Road and Appaloosa Road. It also specifies that the street connections shall be designed and constructed with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic. It clarifies that bollards and lock gates will not be acceptable methods of discouraging through traffic. It also clarifies that the remaining streets can be permanently terminated but that pedestrian and bicycle access shall be provided at the terminuses of these streets.

The Police and Fire Departments stated that there needs to be two full public street connections to the east in order to meet public safety requirements in terms of response times. Police, in particular, indicated that the number of residential units, commercial

uses, and two school sites necessitate these connections to ensure necessary response times that can mean the difference between life and death, and being able to catch a criminal before they are able to leave the scene of a crime. Similarly, the Fire Department expressed that their current response time in this area is not meeting required levels of service and that two connections to the east are required to provide emergency response and life safety services. They also indicated that the delay in response times without these necessary street connections could mean the difference between life and death on medical calls. When there is a fire, the department sends up to seven (7) engines to the scene and they come from various stations. If these street connections are not made, it will result in significant delays in response times and puts additional traffic trips onto two already busy streets, Hanley Avenue and Seltice Avenue. The Streets and Engineering Department indicated that they would have to travel on another jurisdiction's streets in the performance of its functions, requiring covered loads not otherwise required by City ordinance and policy, and would cause unnecessary delays and expenses related to snow removal, leaf cleanup, and road maintenance. These two (2) connections are necessary for public safety and long-term maintenance. The residents living in the neighboring subdivisions are within the school district boundaries and will need to have vehicular access to the future schools in Coeur Terre, as well as the commercial uses, Huetter Bypass, and Huetter Road to the west. It is unreasonable to close all connections to the east.

- **4.4: Roundabouts (NEW)** - This section prohibits roundabouts on Hanley Avenue along the northern boundary of the property
- **4.5: Wastewater Easements (NEW)** – This section was added to ensure that for the streets that are not connected within existing neighborhoods that access is preserved to wastewater infrastructure. It also prevents homes and other structures from being constructed over the lines. The Wastewater Department requires a minimum twenty (20) foot wide easement on private property and that any manholes on private property be located within easements that have an unobstructed, all-weather surface so that manholes can be accessible. It also clarifies that no wastewater system or public sewer line shall traverse across private land outside of an easement.
- **4.10: School Sites (REVISED)** – This section was revised to incorporate feedback from the Police Department and School District. As noted later in this staff report, the School District selected the locations of the school sites identified in the first agreement and has asked that they not be combined. Per Police Department feedback, this section was revised to require a right-turn lane for eastbound traffic on Hanley Avenue for the future middle school. Based on School District feedback, the agreement now specifies that owners would be responsible for the cost of necessary Rectangular Rapid Flashing Beacons (RRFBs), including installation costs, for both school sites. This revision clarifies that the Concurrency Analyses would determine the exact locations, how many are required for each school, and the timing of installation of the RRFBs.
- **4.11: Police Substation (NEW)** – This section provides for a future location of a police substation. This was added in response to Council comments and a request by the Police Department following the public hearing.

- **6.1: Subdivision, Planned Unit Development, Site Plan, Boundary Line Adjustment, and other Land Use Applications (REVISED)** – A new Phasing Plan (Exhibit F) has been provided.
- **6.2: Use Limitations (DELETED)** – This section was deleted based on City Council direction from Council Members Wood and Gookin.
- **6.4: Construction Activities (NEW)** – This section was added in response to City Council comments about restricting construction vehicles from driving through the established neighborhoods, and requiring their access to be from Huetter Road and Hanley Avenue.
- **6.4: Concurrency Analysis (REVISED)** – This section was revised to clarify that the concurrency analyses include unit count, and overall density by zone, phase, and the subject property as a whole, including compliance with the total cap on density and units.
- **6.5: Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Options (REVISED)** – This section was revised based on Council Member Miller’s comments and request for the mix of affordable housing to be 5% of the rental residential units and 5% of the for-sale units that meets 80-130% AMI for the date on which it is sold or rented, ensuring a mix of bedroom counts for all residential units, that the affordable and workforce housing be protected by deed restriction or another equally effective method, and to offer a first right of refusal for Habitat for Humanity for a minimum one (1) multifamily parcel.

City Council Items that were not included:

- **R-1 Zoning** – The Mayor and several Council Members indicated that R-3 zoning would be more compatible than R-1 zoning adjacent to the existing neighborhoods. The applicant has agreed to provide the R-3 buffer as noted above and reflected in the updated exhibits.
- **No Roadway Connections** – While City Council, staff and the applicant team understand the concerns of the adjacent neighborhoods, ensuring public safety and appropriate response times is imperative for all existing neighborhoods and new development areas in Coeur d’Alene. Cutting off public streets to the east would result in serious life/safety issues and increased maintenance and service delays/expenses, which is an unacceptable tradeoff. As noted, however, the connections are limited to two roadways versus the original proposal to connect all existing street terminuses. The two roadways are spaced appropriately and are the most direct connections to Atlas Road, which reduces the overall impact on the existing neighborhoods.
- **Combining the two school sites and moving them away from Hanley Avenue** – The School District indicated to staff that they intentionally selected the two school sites. They are in the ideal locations based on their school zone boundaries in relation to existing schools. Additionally, if the two schools were grouped together, the traffic impacts to the area, and danger to students, would be significantly increased. ***See attached email from Jeff Voeller, Director of Operations, CDA Schools, that includes specific details on how and why the two school sites were selected, and concerns with a shared campus.***

- **Frontage Road on Huetter** – The existing Huetter Road will function largely as a frontage road if the Huetter Bypass is constructed in the proposed location. The Annexation and Development Agreement and the conceptual master plan design account for access from Huetter Road into the proposed Coeur Terre development if the connection from Huetter Road and Hanley Avenue is eliminated by the Bypass. The applicant team is committed to ensuring that access will be provided if the Bypass moves forward adjacent to Huetter Road.
- **Turnkey Schools** – The Coeur d’Alene School District 271 did not negotiate turnkey schools as part of their MOU. ***See attached email from Jeff Voeller, Director of Operations, CDA Schools for more information.***
- **All PUDs are automatically appealed** – The City Code already allows an appeal process for all applicable development requests. The City Council has the ability to pull a final plat off of the Consent Agenda if they had concerns with the project. Additionally, each phase of the project will require consistency with the conceptual master plan and the Annexation and Development Agreement. If there is a significant change, it will trigger an amendment to the agreement and require a public hearing with the City Council.
- **Subdivisions are all approved by Council** – Current Code requires Council approval for all final subdivision plats.
- **Restricting Annexation of Property West of Huetter Road** – Idaho Code does not allow annexation of property outside of the Area of City Impact that has not been included in the Comprehensive Plan. This area is within the Post Falls Area of City Impact only. The applicant team has indicated that they do not intend to request annexation of the remaining land west of Huetter Road into the City of Coeur d’Alene even if it were legal to do so. There are a number of factors that would make annexation of the land challenging, including the fire, water and school district boundaries, in addition to wastewater service. Also, any annexation request comes to Council and the Council at that time would have the authority to make findings to deny such request.

The requests before you this evening are to make a decision on the deferred decision on the ordinance approving annexation request (A-4-22) (Council Bill No. 23-1022) with the addition of the R-3 zoning designation and the approval of the Annexation and Development Agreement (Resolution 23-012). No additional public testimony will be allowed as the public hearing has been closed.

DECISION POINT/RECOMMENDATION:

City Council is tasked with making findings to: approve, deny, or deny without prejudice. Also, a separate motion for the Annexation and Development Agreement is required.

From: Jeff Voeller <jvoeller@cdaaschools.org>
Sent: Thursday, February 16, 2023 12:57 PM
To: PATTERSON, HILARY <HPATTERSON@cdaid.org>
Subject: Re: Email requested

Hilary, Thank you for reaching out to me earlier in the week to discuss the schools site locations in the Coeur Terre Development and to share the concerns that Council Members shared as well. Here are my responses based on the comments you shared with me.

As a District, working with Coeur Terre, we strategically requested the location of the school sites in the general areas as they have been depicted on the development plans for quite some time.

When the District completed our reboundary to bring Northwest Expedition Academy (NExA) into the district at the new school site in 2020, we looked at future growth projections factoring estimated growth along the western part of the district including the build out of Coeur d'Alene Place and the Coeur Terre Development.

Location of Middle School: We feel like the Middle School needs to be located as far North as possible for several reasons:

- * It creates some separation from Woodland Middle School.
- * Locating the Middle School to the south or in the middle of the development is too close to Woodland and creates awkward zoning.
- * Based on the modeling for this future middle school and enrollment projections, this middle school would most likely draw students from Atlas and NExA to provide necessary relief at Woodland. It could also draw from the new elementary school in the South of Coeur Terre, either way it is appropriately located for these potential school zones.
- * The Middle School in the south or middle of the Coeur Terre land would significantly impact the potential to draw from the North Western Elementary Schools.
- * It is our desire to create a feeder system to the extent possible, so a complete elementary zone would feed a specific middle school and the middle schools feed a high school. This 4th Middle School would allow that to happen and location in the Northern portion of Coeur Terre makes that possible. Otherwise we may have some unique zones and could have to revert back to splitting Elementary zones to serve different middle schools.
- * The northern location as shown on the drawings is adjacent to a sewer lift station that the school could tie into. It keeps the option open for the District to build a school ahead of the developer rather than relying on infrastructure of the development.
- * We like the connectivity of this location due to the proximity to the Prairie Trail that will provide safe walking and biking paths to school
- * It makes sense to put a school next to the existing water tower rather than single family homes.

Regarding Concern of proximity to C17 Zoning allowing commercial with the idea of a convenient store:

- * Middle School Campuses are not open during the day, so students are not allowed to leave as you see at the high schools.
- * Students are not allowed to go to the market immediately before school. Existing schools have crossing guards and staff to help manage the flow of students.
- * We would advocate for safe crossings to be installed using Rapid Flashing Beacons or controlled crossings during construction and build out.

Location of the Elementary School:

- * The District has strategically requested placement in the South of the Coeur Terre Development
- * The Future Growth Modeling and proposed future school zone would draw the Coeur Terre Development (N/S) and Extend E/W with the Freeway as the southern border likely to Hwy 95. This location is nicely suited to be central to this likely school zone.
- * A central or north Location of an elementary School is too close to Skyway
- * This location is also near sewer on the South of the development that could potentially be accessed ahead of development.

Regarding the idea of a shared campus:

- * There are pros and cons to each model. Sharing play fields, parking, etc are positives,
- * Currently this is not a model we have in our District
- * We feel like a shared campus would increase the traffic impact for longer periods in a given area and there is overlap as parents stage to pick up for an elementary school, near the time the middle school is releasing students
- * We feel like separating the school sites helps to disperse and minimizes the traffic disruption to a specific area
- * We hear that people would appreciate separation of middle school and elementary school because the varying levels of maturity between the age ranges.
- * Increases infrastructure required to serve a larger combined campus, especially sewer. Separation allows for flow to separate lift stations.

Central Location:

Coeur Terre has shared with us that locating the school sites in the middle of the development could delay accessibility to school site for 10+ years as it would be awhile before development and infrastructure is extended to the middle of the development.

Regarding the comment that the schools to be turnkey, in that the developer would pay fully for the schools and hand them over to the district.

Currently the law does not allow for School Districts to collect Impact Fees from Developers. Even in states that collect Impact Fees, I am unaware of any fees that would fully fund the construction of schools, however some other states do either fully or partially fund construction.

We appreciate that Coeur Terre has offered to dedicate a 10 acre parcel and has agreed to sell the 20 acre parcel below market value to the district. This is the first time in over 30 years a developer has voluntarily offered to work with the school district in allocating sites, working with the district to plan the location of sites, and dedicating the land for a site, with the purchase of the second site below market value. We greatly appreciate this donation and partnership in planning for the future of the district's needs.

The district has set aside funds for the purchase of the 20 acres using the Sale of the Hayden Meadow 10 Acre Field and the Old Hayden Lake School.

With the annexation, two school sites will be owned by the district, at no cost to the local taxpayers, allowing for the future construction of schools to provide a path for the district to accommodate current crowding and anticipated growth. Since the State of Idaho does not provide any

funding for construction or remodels of schools, after acquisition of the sites, the School Board will need to consider the appropriate timing and funding mechanisms to construct the schools.

As such, we request that Council consider the planning, work and thought that has gone into the school site locations.

Please let me know if you have any additional questions or concerns. I would be happy to discuss and share school zone maps if that would help clarify the siting decisions of school locations.

Thank you,

Jeff Voeller
Director of Operations
Coeur d'Alene School District
1400 N Northwood Center Court
Coeur d'Alene, Idaho 83814
Office: 208.664.8241 x 10004
Fax: 208.676.1011

ORDINANCE NO. 3714
COUNCIL BILL NO. 23-1002

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A," attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, upon the request of the owners, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned to City R-3, R-8, R-17, C-17L, & C-17.

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

SECTION 3. That the Planning Director be and she is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

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

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

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 21, 2023.

APPROVED by the Mayor this 21st day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3714

A-4-22 – Coeur Terre

(lying north of I-90, south of Hanley Ave, east of Huetter Rd.)

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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. 3714 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. 3714, A-4-22 – Coeur Terre (lying north of I-90, S. of Hanley Ave, east of Huetter Rd.), 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 21st day of February, 2023.

Randall R. Adams, City Attorney

EXHIBIT "A"

(Legal Description & Annexation Map: Excludes Property Outside ACI)

KOOTENAI COUNTY LAND COMPANY

CITY OF COEUR D' ALENE ANNEXATION

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°39'33" EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EXISTING CITY LIMITS BOUNDARY OF THE CITY OF COEUR D'ALENE THE FOLLOWING 5 COURSES AND DISTANCES:

1. THENCE SOUTH 88°39'33" EAST 2587.01 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;
2. THENCE SOUTH 00°52'54" WEST 2641.95 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 33;
3. THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
4. THENCE SOUTH 00°19'49" WEST, ALONG THE WESTERLY BOUNDARY OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;
5. THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 1830.40 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2 OF THE PLAT OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE DEPARTING SAID EXISTING CITY LIMITS BOUNDARY, CONTINUING NORTH 88°04'43" WEST 751.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 4 COURSES AND DISTANCES:

1. THENCE NORTH 07°59'16" WEST 239.25 FEET
2. THENCE NORTH 00°05'34" EAST 1962.47 FEET;
3. THENCE SOUTH 88°47'00" EAST 15.00 FEET;
4. THENCE NORTH 00°05'34" EAST 507.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 745.81 FEET;

THENCE NORTH 01°08'46" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 575.74 FEET;

THENCE NORTH 88°46'45" WEST 760.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD 745.56 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

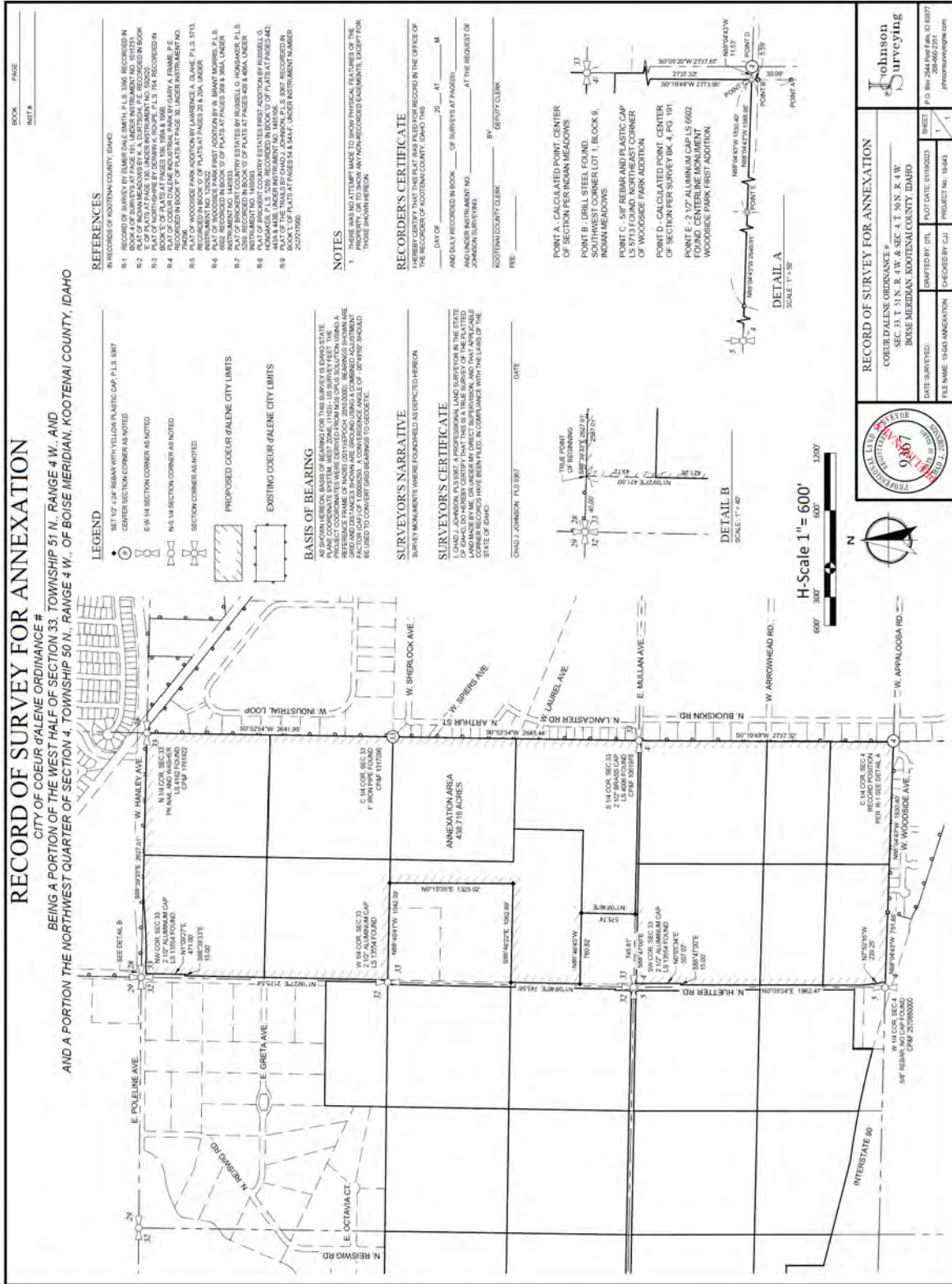
THENCE NORTH 88°45'41" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1042.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

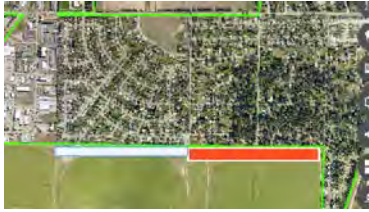
1. THENCE NORTH 01°09'27" EAST 2175.54 FEET;
2. THENCE SOUTH 88°39'33" EAST 15.00 FEET;
3. THENCE NORTH 01°09'27" EAST 471.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 438.718 ACRES, MORE OR LESS.

ANNEXATION MAP:



Hammond	English	Wood	Gookin	Evans	Miller	McEvers
<p>1. Must have 2 connections to the east for public safety</p>	<p>1. Traffic constraints from those smaller streets joining them to Coeur Terre and don't use Spiers at all.</p> <p>2. Have a 1 lot strip of lower density just to West of Indian Meadows area, maybe the next development to the north. But I would recommend R3 vs. R1.</p> <p>3. And then combine the 2 school into 1 more in middle of development.</p>	<p>1. Developers proposal in not in line with the City Comp plan for blending with an established neighborhood. This needs to be addressed by lower density.</p> <p>2. Density is too high to the adjacent property in Indian Meadows. The buffer zone needs to be larger with R1 zoning.</p> <p>3. NO on any proposed ingress/ egress into the Indian Meadows and Northshire division.</p> <p>4. NO to any proposal to put the middle school on the north end that will drastically impact traffic on Kathleen. The schools should be</p>	<p>1. Overall, I'd like to see lower density. This solution addresses many issues the public has with overdevelopment. More R-1 and R-3. More park space. The current location for R17 and C17 is fine.</p> <p>2. Connectivity must be limited to Hanley and Huetter.</p> <p>3. No access through neighborhoods to the east. In fact, I would like the city to work with the Indian Meadows neighbors to vacate the street termini so prevent any potential access through</p>	<p>1. Encourage traffic to be funneled to Huetter/disco usage traffic from going through Indian Meadows, using speed limits, curbs, etc.</p> <p>2. Does not favor cutting off access to the east entirely because of public safety concerns.</p>	<p>1. The 5% allocation of 80 – 130% AMI inventory is weak. I would like to see language that assures a more focused effort to assure local worker housing can be provided as agreed. For example: if the multi- family R-17 has a 1BR town home that sells for \$400K, without any price reduction that inventory could satisfy the 5% quota. However, it does nothing to house a family of 4 at the current (\$82,500), only the reaching the top 130% qualified persons in the lowest price point home type. I believe the amount should be a higher portion (8 – 10%) and spread evenly over the percentage of AMI as well as the housing types. The deed restriction management by PAHA or other is the only way to build local worker housing inventory in perpetuity and the only option for the City of Cd'A to secure that is through this agreement.</p> <p>2. I would like to see 5% of home ownership and 5% of rental units (minimums for both as outlined above) be incorporated in the Agreement with out a 5 year drop off contingency. With the current zoning request, this is a very</p>	<p>1. No access thru eastern property line to Atlas Road unless police/fire need.</p> <p>2. All ingress and egress to development thru Hutter Rd and Hanley.</p> <p>3. Frontage road parallel Hutter for future North South travel and access during construction.</p> <p>4. No roundabouts near schools. (Traffic impact) Police / Fire</p> <p>5. Place schools closer together for shared use facilities.</p> <p>6. Down zone along eastern property line. To match eastern</p>

Hammond	English	Wood	Gookin	Evans	Miller	McEvers
		<p>located together on the southern end. Developer needs to revisit with school district.</p> <p>5. We need a demonstrated clear effort by the developer to reach out to the impacted neighborhoods for discussion and consideration of their concerns.</p> <p>6. Establish a construction zone that does not impact established neighborhoods.</p> <p>7. I would like to see a “phasing plan” provided by the developer that will be somewhat speculative but could also be an outline for the long-term project.</p> <p>8. Need a review from Randy of IC 67-6519(3), 67-6507, 67-6502 to</p>	<p>their neighborhood.</p> <p>4. Remove restrictions on the types of allowable businesses and other limitations imposed in the current development agreement.</p> <p>5. Stipulate that all future subdivisions NOT be placed on the consent calendar.</p> <p>Things I would like to see but know the odds are very low any of these things would happen, which doesn't prevent me from mentioning them anyway:</p> <p>A. Turnkey schools. Not just free dirt, but turnkey schools.</p> <p>B. All PUDs in the development are</p>		<p>modest amount of homes that it appears would minimally affect the overall project and can help the developers as their staff and workers may actually be able to live here. IF, as they've indicated, they believe they can get the price point of homes within this range anyway, it shouldn't be a stretch to memorialize that in this agreement.</p> <p>3. I would like to see Habitat for Humanity given First Right of Refusals on a minimum one multi-family parcel. Their model provides for quality structures, in a land trust inventory that isn't addressed here. They deal with income levels for entry level home ownership below the 80% AMI and assures that the inventory remains at that affordability level into the future.</p> <p>The statements that the inventory is “loosening up” and prices are coming down is not true for the homeownership (or rental currently) opportunity for the local workers our area will need to be successful in the future. Most all projecting future growth in Cd'A do not believe the supply / demand theory will drop prices dramatically (only 5% recently even with large interest rate</p>	<p>zoning. Map attached.</p> 

Hammond	English	Wood	Gookin	Evans	Miller	McEvers
		<p>assure Council we are in compliance.</p> <p>9. Remove the staff imposed restrictions in the development plan will that restrict business opportunities in the commercial zone. Specifically billboards, outdoor sales, vehicle rentals. Adult entertainment would not be allowed anyway if near schools.</p> <p>10. Developer needs to produce a comprehensive traffic study of the entire impact area</p> <p>11. Developer to provide specific proposals of land opportunities to the City for a fire station, police substation, and Parks storage facilities.</p>	<p>automatically appealed to Council.</p> <p>C. A declaration of intention from the developers that they will seek annexation from Post Falls and <i>not</i> from Coeur d'Alene for the western portion of their property.</p>		<p>increases) in an area like North Idaho. This group has made a major effort in listening and attempting to address these issues, but this agreement is the only opportunity to guarantee that continues.</p> <p>Currently, PAHA, CDAEDC and U of I are conduction an addendum study to the Housing Availability and Affordability study. It will contain a more detailed look at local industry housing needs and future projections in price, type and quantity that the area will rely on the continue to thrive. I would recommend that the incorporation of this data be reviewed as part of the supporting documentation to the deed restriction quota requirements.</p> <p>4. I agree with no entrances from the East in order to protect existing neighborhoods, however I do think some connectivity should exist. If public safety officials warrant that it would be beneficial to have access at the terminating current streets for police and fire equipment (bollards prohibiting motor vehicles etc) I would encourage that. As well walking and biking paths to add connections to other trails and paths to the East</p>	

Hammond									McEvers

through these openings makes sense.

5. I believe a density reduction (especially, if the above housing requests aren't realized) to R3 for at least some portion of the R8 is appropriate. Further this high density has been a growth topic that citizens in the region have been consistent and vocal about wanting to be controlled.

Testimony was that only 3.4 ave units will be achievable in the R8 area, but relying solely on this to be addressed in the future I'm not supportive of.

6. Although it is in the narrative, there is no agreement language that directs there to be a Future Concurrency Analysis. This should be addressed in detail. According to the testimony it appears 3 of the 4 access roads surrounding the property will be problematic or failing before it is built out at the current model projects.

RESOLUTION NO. 23-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH KOOTENAI COUNTY LAND COMPANY, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, AND LREV 39 LLC.

WHEREAS, an Annexation and Development Agreement has been negotiated between the City of Coeur d'Alene and Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, hereinafter referred to as the "Owners," containing the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "A" and by this reference made a part hereof; and

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

NOW, THEREFORE,

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

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

DATED this 21st day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

ANNEXATION AND DEVELOPMENT AGREEMENT

(File No. A-4-22)

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and dated this 21st day of February, 2023, by and between the **City of Coeur d’Alene**, 710 E. Mullan Avenue, Coeur d’Alene, ID 83814, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the “City,” and **Kootenai County Land Company, LLC**, an Idaho limited liability company, together with its affiliated entities which hold legal title to the subject Property, **LREV 27 LLC**, an Idaho limited liability company, **LREV 28 LLC**, an Idaho limited liability company, **LREV 29 LLC**, an Idaho limited liability company, **LREV 30 LLC**, an Idaho limited liability company, **LREV 31 LLC**, an Idaho limited liability company, **LREV 32 LLC**, an Idaho limited liability company, **LREV 33 LLC**, an Idaho limited liability company, **LREV 34 LLC**, an Idaho limited liability company, **LREV 35 LLC**, an Idaho limited liability company, **LREV 36 LLC**, an Idaho limited liability company, **LREV 37 LLC**, an Idaho limited liability company, **LREV 38 LLC**, an Idaho limited liability company, and **LREV 39 LLC**, an Idaho limited liability company, all Attn: Melissa Wells, 1859 N. Lakewood Drive, Coeur d’Alene, ID 83814, and C/O J. Todd Taylor, Randall | Danskin, 601 W. Riverside Avenue, Suite 1500, Spokane, WA 99201. Such affiliated entities are referred to herein collectively as the “Owners.”

W I T N E S S E T H:

WHEREAS, the Developer, as an affiliate of the Owners holding title to the subject property, intends to develop 438.718 acres of land, comprised of fourteen (14) parcels, adjacent to the City limits of the City which the Developer wishes to develop in phases over the next twenty (20) to thirty (30) years, and the Developer (together with the Owners) has applied for annexation to the City and said property to be annexed is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and

WHEREAS, on October 11, 2022, the Coeur d’Alene Planning and Zoning Commission recommended zoning of the Property in advance of annexation and approval of the requested annexation, subject to the successful completion of the annexation process. A copy of the approved Findings and Order are attached hereto and incorporated herein by reference as Exhibit “B;” and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Developer, the Owners, or their affiliates, performing the conditions hereinafter set forth; and

WHEREAS, the Community Planning Director and the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof for the City to enter into a Development Agreement with the Developer and Owners of the Property pursuant to the terms contained herein; and

WHEREAS, the Developer and Owners have participated in the drafting of this Agreement and acknowledge that the terms hereof are fair and reasonable; and

WHEREAS, the Developer and Owners consent and agree to the terms of this Agreement.

NOW, THEREFORE,

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

ARTICLE I: PURPOSE, LEGAL DESCRIPTION, ANNEXATION MAP, AND ZONING

- 1.1 Purpose: Developer and Owners enter into this Agreement, in part, in order to obtain annexation and zoning of the Property, while the City seeks to obtain partial mitigation of the impacts of annexation, zoning, and the future phased development of the Property; and that the promises of Owners to mitigate as contained in this Agreement are a partial inducement for City to do so. The terms “Owner” and “Owners” includes any and all successors in interest of the Property, and/or any portion of the Property. This Agreement will be recorded as an encumbrance against the Property and all obligations herein shall attach and run with the land.
- 1.2 Legal Description and Annexation Map: The Property is 438.718 acres, comprised of fourteen (14) parcels, generally located east of Huetter Road, south of future Hanley Avenue, west of the Industrial Park, Northshire and Indian Meadows neighborhoods, and north of the Woodside neighborhood, and is more particularly described in Exhibit “A.”
- 1.3 Zoning Districts and Zoning Map: The agreed upon zoning districts are described and shown on the zoning map attached hereto and incorporated herein by reference as Exhibit “C.”
- 1.4 Maximum Number of Residential Units: Despite zoning that could theoretically allow for approximately four thousand nine hundred forty (4,940) residential units, the Owner agrees to a maximum residential unit count of two thousand eight hundred (2,800). This is the number that the City’s wastewater system is capable of handling at the time of this Agreement, as evaluated in the May 2022 Wastewater Collection Study. The distribution of density shall be governed by underlying zoning and shall be generally consistent with the Conceptual Master Plan (Exhibit “D”).
- 1.5 Buffer Zone: The Owner shall provide a minimum of two hundred (200) feet of R-3 zoning abutting existing residential neighborhoods to the east and south. Properties zoned R-3 shall be limited to single-family residential with a maximum height of thirty-two (32) feet. Other allowable uses within this R-3 zoning district include open space, trails and public utilities.

- 1.6 Dedication of Huetter Right-of-Way: The Owners agree that, within sixty (60) days after the recording of this Agreement, an agreed portion of property owned by the Owners located west of the annexation boundary (Exhibit “A”) and within the City’s Area of City Impact (“ACI”) shall be dedicated to the Post Falls Highway District in order to establish the eastern edge of the Huetter right-of-way. This dedication is intended to provide the required fifty-foot (50’) half right-of-way on the east side of Huetter Road.

ARTICLE II: STANDARDS

- 2.1. Construction to City Standards: The Owners agree that all improvements required by this Agreement, or by any and all applicable codes, regulations, and policies adopted by the City, will be built to City standards or to the standards of the public agency with jurisdiction over a particular service to the Property. The Owners further agree to adhere to all applicable City policies and procedures regarding such improvements, including, but not limited to, sanitary sewer, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities, traffic control devices, and roads. Such policies specifically include those concerning extension of utility lines in a manner acceptable to the City to make service available to adjoining lands and limiting site access from arterial and collector roadways utilizing access management policy.
- 2.2. Effective Date of Applicable Standards: The Owners agree that all laws, codes, standards, policies, and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or applicable City codes are those in effect when construction of each such improvement is commenced. If the Owners fail to comply with applicable laws in the course of constructing improvements on the Property, public or otherwise, the Owners acknowledge that the City may withhold further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval, until such compliance is attained. The Owners further acknowledge that the City may also pursue any other legal remedy for its failure to comply with applicable laws.
- 2.3. Inspection and Testing: The Owners agree that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. The Owners agree to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City and comply with City submittal standards. The Owners agree that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. The Owners agree to provide the City with at least twenty-four

(24) hours-notice before such testing. The City retain sole authority to determine if the public improvement meets City requirements for acceptance.

- 2.4. As-Built Drawings: The Owners agree to provide the City accurate “as-built” drawings, conforming with City submittal standards, of all public improvements within thirty (30) days of the date of substantial completion of construction of any specific public improvement on the Property or portion thereof if the public improvement is to be built in phases. If as-builts are not provided as required by this Agreement, the Owners agree that the City may withhold further development approvals for the Property and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owners understand and agree that the City will not accept public improvements for maintenance or allow occupancy of structures using said improvements until accurate “as-builts” are provided, the improvements have passed City inspection referenced in Section 2.3, and the improvements have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES

- 3.1. Water: The Owners agree to use a public water supply system for any development of the Property and to pay all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owners may seek to obtain water service from any lawful source whether public or private beginning ninety (90) days after the date that the Owners requested water service from each public water supply system that has legal authority to serve the Property. The Owners may continue to use existing wells on the Property, subject to the subsection below, for irrigation of agriculture, common areas, open space; for use in water features and ponds; and in public or private parks only. Use of such wells for any other purpose shall constitute a violation of this Agreement.
- 3.1.1 Water Rights: The parties agree that the City shall apply for domestic water rights, with the Owners reimbursing the City for the application fee. If the new domestic water rights are not granted, the Owners agree to grant to the public water supply system agreeing to provide water service to the Property, in a form acceptable to the City, a portion of water right # 95-7049 in the amount of 5 CFS, in order to assure that the public water system has adequate water rights to supply domestic water and/or irrigation to the Property. Nothing shall preclude the Owners from developing their own irrigation system using existing and/or new irrigation water rights.
- 3.2. Wastewater: The Owners agree to use the City Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with the rules and regulations of the City in effect at the time of request. The City does not warrant that

sanitary sewer capacity will be available at the time the Owners request connection to the sanitary sewer system. Any connections and associated projects must not negatively impact the progression and continuity of the City's wastewater collection system.

3.2.1 Limitation on Development Based on Sewer Flows: In the October 2021 study performed by JUB Engineering, entitled "Coeur Terre Development Wastewater Collection Study," five (5) "limiting reaches" were identified when adding planned flow from the Coeur Terre Development (hereinafter referred to as the "Development") into the City's collection system based on the 2013 Master Plan ("2013 MP") Flows. The following identifies those limiting reaches and establishes the City's requirements for the corrective projects necessitated by additional future flows contemplated in the 2013 Master Plan, which includes the planned growth of the Coeur Terre Development. The project timing specified supersedes any conflicting information in the 2021 JUB Study. The City reserves the right to reassess available capacity based on actual flow meter data. An annual report shall be submitted by the Owners updating the ERU's contributing to each "reach" as well as expected ERU's to be contributing in the coming year.

3.2.1.1 Hawk's Nest Lift Station: The lift station currently has an excess capacity of 325 gallons per minute ("gpm") under all 2013 MP scenarios. City Staff has determined that if the flow into the lift station is increased, the capacity of the lift station must be increased to maintain the current excess capacity of 325 gpm. The Development is anticipated to increase the flow into the lift station to 1,130 gpm. Therefore, upgrades are required to increase the capacity of the Hawk's Nest Lift Station in order to maintain the 325 gpm excess capacity.

- a. To increase the capacity of the Hawk's Nest Lift Station, larger pumps, electrical switchgear, and VFD controls are required per the City's lift station standards. In addition, it will be necessary to provide onsite natural gas for future emergency power generation.
- b. To ensure adequate capacity for existing customers, wastewater requires the pump station be upgraded prior to the recordation of any plat.
- c. The Owners will be responsible for all costs, engineering, and construction associated with these modifications.

3.2.1.2 Laurel/Sherwood Trunk Main: This main will be minimally impacted by the Development considering the 2013 MP pipe design parameters. This section will not need modification based on the information provided at the time of this study.

- a. If it is subsequently determined that modification is needed based on the increased density, revised sewer routing, or similar factor of the Development, the Owners will be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.2.1.3 Appaloosa Trunk Main: The existing Appaloosa Trunk Main does not have sufficient remaining capacity to accommodate the Development flow. The gravity sewer in Appaloosa Road to Atlas Road should be upsized to a fifteen-inch (15") pipe. In addition, the existing pipe slopes are variable and contain several near-flat reaches as well as steep reaches. To avoid the need to upsize the pipe diameter further, modifications to the pipe slope shall be made to increase the capacity of the fifteen-inch (15") pipe by straight grading and creating a more uniform slope that is still steeper than the minimum slope of a fifteen-inch (15") gravity sewer pipe.

- a. There is minimal flow in this line currently and it can handle approximately 908 additional ERUs (@155 gpd per ERU) before reaching design maximum. The City requires that this main be modified based on a modeled 0.5 d/D or 454 new ERUs as a result of the Development.
- b. The Owners will be responsible for all costs, engineering, and construction associated with these modifications.

3.2.1.4 Fairway Trunk Main: The existing eighteen-inch (18") Fairway Trunk Main does not have sufficient remaining capacity to accommodate the additional projects necessitated by additional future flows contemplated in the 2013 Master Plan, which includes the planned growth of the Coeur Terre development. The existing pipe slopes are variable and contain several near-flat reaches as well as steep reaches. In order to avoid upsizing the pipe diameter, which would result in excess capacity that likely would not be used, modifications to the pipe slope will need to be made to increase the capacity of the existing 18-inch pipe by straight grading and creating a more uniform slope.

- a. This pipe section can handle approximately 3,354 additional ERUs (@155 gpd per ERU) before reaching design maximum.
- b. The City will adopt a surcharge for this improvement within one year of recording this Agreement, evaluated annually based on the regional Construction Cost Index. The surcharge to be paid with

each building permit within the Property that contributes to this section of sewer main line. The Owners will pay the surcharge as required by the adopting ordinance.

- c. The Owners will only be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.2.1.5 Riverside Interceptor: With the addition of the Development flow, the existing twenty-four inch (24") Riverside Interceptor will experience a maximum flow of 8.34 million gallons per day ("mgd") and a d/D that is greater than the acceptable maximum. In order to reduce the resulting d/D of the existing twenty four-inch (24") interceptor, flow from the Hawk's Nest Lift Station force main and the Fairway Trunk Main must be rerouted into a new parallel twenty-four inch (24") pipe along the same alignment.

- a. The existing pipe section can handle approximately 5,617 additional ERUs (@155 gpd per ERU) before reaching design maximum.
- b. The City will adopt a surcharge for this improvement within one year of recording this agreement, evaluated annually based on the regional Construction Cost Index. The surcharge to be paid with each building permit within the Property that contributes to this section of sewer main line. The Owners will pay the surcharge as required by the adopting ordinance.
- c. The Owners will only be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.3 Size of Water and Sewer Mains: The Owners agree on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the City or other public entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owners to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owners may request reimbursement for oversizing costs during the subdivision or other development approval process.

3.4 Garbage Collection: The Owners agree that, upon the expiration of the term of any existing contract which provides garbage collection services to the Property, the Owners will begin using the garbage collection service contracted by the City. The City agrees that its garage

collection contractor will provide curb side garbage service to all approval accesses, including arterials, collectors, local streets, private streets, and alleyways. The Owners are responsible for contacting the City's garbage collection vendor to determine if the vendor has capacity to serve the Development. If the vendor does not have such capacity, the Owners shall arrange for garbage collection services for the Development with a vendor of its choice.

3.5 Street Lights: The Owners agree to adhere to City policies and standards for street light design and construction.

3.6 Street Trees: The Owners agree to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS & DEDICATIONS

4.1. Installation of Public Improvements: The Owners agree that, with each phase of development in a subdivision, PUD, or site plan, prior to occupancy, and prior to issuance of any building permits, it shall submit plans for approval and construct and install, or otherwise secure the required construction and installation, in a manner acceptable to the City for all improvements required by City Code, policy, or this Agreement, including, but not limited to, sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, street trees, pedestrian/bicycle paths, traffic control devices, and sidewalks. The City shall have no obligation for maintenance of any such improvement until the City formally accepts said improvement.

4.2 Rights-of-Way and Easements: As partial consideration for this Agreement, the Owners agree to dedicate the following rights-of-way and grant the following easements to the City at the time of execution of this Agreement and/or with subsequent development requests as required by the City.

4.2.1 Until the final alignment of the Huetter Bypass is determined with the alternatives analysis planning process that is underway with the Idaho Transportation Department, the Owners agree to hold, in a reserve area for future right-of-way dedication to the Post Falls Highway District, the easterly fifty feet (50') of S.33, T.51N., R.4W., B.M., and S.4, T.50N., R.4W., B.M., within the Property as legally described on Exhibit "A." This will ensure that if future improvements are needed to bring Huetter Road to an arterial road standard, adequate area is available for the necessary right-of-way. The Owners agree that signage, parking, circulation facilities, landscaping, and buffers typically associated with roads shall be the only items allowed to be placed within the Huetter Road reserve area.

4.2.2 With the first phase of development, Hanley Avenue shall be constructed to three lanes, along with installation of pedestrian facilities to accommodate Hanley

Avenue's full future buildout. The full buildout of Hanley Avenue will be based on concurrency analysis. The Owners shall pay its proportionate share of the Hanley-Huetter signalized intersection at a time as determined by the affected agencies.

4.2.3 In order to address cumulative traffic impacts associated with phased development, the Owners, including its agents, representatives, and assigns, shall install urban standard transportation improvements concurrent with each phase of development, in compliance with City standards and the current City of Coeur d'Alene Trails and Bikeways Master Plan. Traffic studies acceptable to the City, in consultation with the Post Falls Highway District where applicable, shall be required for each major project phase, as mutually determined by the Parties. A traffic concurrency analysis shall be completed with each subdivision application or every two years, whichever comes first, until the build-out of the project. Concurrent improvements within each phase shall provide independent utility to address the trips generated by that phase, and may not rely on previous improvements not designed or constructed to meet the anticipated travel demand of the new phase nor any subsequent transportation improvements anticipated in future phases. Proposed connections to the existing transportation network in each phase will be determined through the City's development review process.

4.2.4 All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction.

4.3 Street Connections to Existing Subdivisions: Currently, the following streets through subdivisions to the east and south of the Property dead end at the eastern Property boundary: W. Appaloosa Rd., W. Arrowhead Rd., W. Nez Perce Rd., W. Laurel Ave., W. Woodside Ave., W. Wedgewood Loop, and W. Spiers Ave. The Owners agree that only W. Nez Perce Rd. and W. Appaloosa Rd., shall be allowed to connect the Property with the residential subdivisions to the east. These two (2) connections are necessary for public safety reasons. The Owners, in consultation with the City, shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic. Bollards and lock gates will not be acceptable methods of discouraging through traffic. The remaining streets shall permanently terminate at the Property's eastern and southern boundaries, but pedestrian and bicycle access shall be provided at the terminuses of these streets.

4.4 Roundabouts: No roundabouts on W. Hanley Ave., along the northern boundary of the Property, shall be allowed.

4.5 Wastewater Easements: Any wastewater infrastructure not located in the public right-of-way shall be located within a minimum twenty (20) foot wide easement granted to the City of Coeur d'Alene. Any manholes located within easements shall have an unobstructed, all-weather surface so that manholes can be accessible. No wastewater system or public sewer line shall traverse private land outside of an easement.

4.6 Impact Fee Credit: The Owners agree that any credit towards the payment of the City's Impact Fees shall be determined by State law and the City Code at the time of assessment.

4.7 Public Parklands:

- 4.7.1 Neighborhood Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately five point four (5.4) acres of land in the Development to the City for a public neighborhood park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the eighty-first (81st) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.
- 4.7.2 Community Park: The Owners have agreed to develop and donate to the City, via Warranty Deed, approximately twelve point three (12.3) acres of land in the Development to the City for a public community park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the one-hundred ninety-ninth (199th) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.
- 4.7.3 Public Trail/Multiuse Path System (N-S): The Owners have agreed to develop and dedicate two (2) traversing north-south trails to City standards that connect out of the Development to facilities for public use a minimum of twelve feet (12') wide and paved to City standards. The north-south trails shall be developed and dedicated adjacent to each phase of development and shall eventually extend the entire length of the Development, to be constructed as development of each phase progresses or once the water transmission main is relocated, whichever is sooner.
- 4.7.4 Public Trail/Multiuse Path System (E-W): The Owners have agreed to develop and dedicate two (2) traversing east-west trails to City standards that connect out of the Development to facilities for public use a minimum of ten feet (10') wide and paved to City standards. The east-west trails shall be developed and dedicated adjacent to each phase of development.

- 4.7.5 Pre-Construction Work: Prior to dedicating any park parcel, the Owners agree to maintain the site in a manner that facilitates future park development by avoiding contaminants, soil compaction, improper fill, and the like. The Owners will also remove any construction waste or debris and decompact the soil prior to dedication to the City. This property will be mass graded to match adjacent street grades, and to address infrastructure needs such as utility cover, and the like.
- 4.8 Water Facilities:
- 4.8.1 Water Tower Site: The Owners acknowledge that the existing City Water System Master Plan identifies the parcel upon which an existing water storage facility is located, pursuant to a perpetual lease under a previous owner's grant, which parcel was to be transferred by Warranty Deed to the City upon annexation. Therefore, the Owners agree to transfer to the City a parcel of at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at the current location for the water storage facility. The transfer of property ownership shall occur contemporaneously with the annexation of the Property.
- 4.8.2 Well Site: The Owners acknowledge that the City Water System Master Plan identifies the need for a well in the quadrant where the Property is located. Therefore, the Owners agree to transfer to the City a parcel at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at a mutually acceptable location for a new City well. The transfer of ownership shall occur within seven (7) days after determination that the well site meets City standards. The well site must meet City standards for water quality and flow. The City will commence test drilling on the proposed site within one (1) year from the date of dedication. If the proposed site does not meet the City's water quality or flow requirements, the Owners shall provide another site at a mutually acceptable location. This process will continue until a site is found that meets the City's water quality and flow requirements. The Owners are not responsible for any cost associated with the testing or construction of the well except for the transfer of ownership of the site.
- 4.9 Compliance with conditions of approval: The conditions of approval, within the Planning and Zoning Commission's Findings and Order attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. The Owners specifically agree to fulfill each condition of approval, as clarified and adopted in this Agreement, as if such condition was specifically enumerated in this Agreement.
- 4.10 School Sites: Pursuant to the Memorandum of Understanding entered into by the Owners and School District #271, a copy of which is attached to and incorporated herein by reference as Exhibit "E," the Owners will convey two future school sites to School District #271. The Owners agree to defer to the City Council on combining the school sites and are willing to do so via an updated MOU with the School District if required by City Council.

If a school is constructed on W. Hanley Ave., a right-turn lane for eastbound traffic on W. Hanley Ave. shall be required. Additionally, the Owners shall be responsible for the cost of Rectangular Rapid Flashing Beacons (RRFBs), including installation costs, for both school sites. The Concurrency Analyses shall determine the exact locations, how many are required for each school, and the timing of installation.

- 4.11 Police Substation: The Owners shall provide space in a commercial development with convenient access to Huetter Road for a police substation. The size of the substation shall be adequate for use by officers to write reports and carry out other official functions. The Owners agree to work with the Police Department to satisfy this requirement.

ARTICLE V: CONSIDERATION & FEES

- 5.1. Annexation Fee: The Owners agree to provide, as an annexation fee, a total cash payment in the amount of Two Million Dollars (\$2,000,000.00). One Million Dollars (\$1,000,000.00) of this will be paid to the City at the time of recordation of the Annexation ordinance and this Agreement, and One Million Dollars (\$1,000,000.00) will be paid to the City no later than two (2) years after the date of recordation of the annexation agreement. This negotiated annexation fee is based on the policy adopted by the City Council by Resolution 98-112, which Resolution provides for consideration in lieu of fees as proposed by the developer and as agreed by the City, which consideration includes benefits to the City of dedication, donations, and below market sales of lands and improvements over and above City code requirements as well as the anticipated build-out densities of the development which are limited by unbuildable lands, development restrictions, and sewer capacity. The negotiated Two Million Dollar Fee, as provided for by this Agreement, is deemed by the parties to be a reasonable annexation fee for City benefits and services provided to the Owners' Property, including but not limited to public safety and other services. The Owners will remain responsible for all other costs and fees required by City Code.
- 5.2 Increase in Zoning Density: If, within two (2) years of the recordation of the Annexation ordinance and this Agreement, the Owners, or any successor-in-interest, requests a zone change which results in an increase in density, the Owners agree to pay an additional Annexation Fee representing the difference between the fee described in paragraph 5.1 and the fee which would have been owed had the density increase been utilized in the original calculation of the Annexation Fee, based on the fee in effect at the time of the increase in zoning density.
- 5.3 Other Consideration: The Owners agree that other fees and promises set out in this Agreement constitute additional consideration for the Agreement between the parties. The consideration specified herein is deemed by the parties to be good and sufficient, and reasonable in exchange for the benefits provided by the City to the Owners for the use and

development of the Property, including, but not limited to: public safety, street services, police and fire equipment, community, and traffic planning.

- 5.4 No Extension of Credit: The parties, after careful determination of the actual burdens on the City, have agreed to a specific timeline governing when the consideration will become due. This timeline anticipates specific payment at a specific date and is, in no manner, a loan of services or an extension of credit by the City in violation of the State Constitution.
- 5.5 Payment of Annexation Fees: If the fees required by this Agreement are not paid in a timely manner, the Owners expressly agree that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.
- 5.6 Other Fees: Additionally, the Owners shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees. Fees referred to in this section are established by Municipal Ordinance and/or resolution and arise independent of this Agreement.
- 5.7 Owners' Reimbursement to the City: The Parties agree that the City has utilized substantial staff time to prepare the Annexation and Development Agreement that will benefit the Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties agree that such fee shall be in the amount of Five Thousand and no/100 Dollars (\$5,000.00).

ARTICLE VI. MISCELLANEOUS

- 6.1 Subdivision, Planned Unit Development, Site Plan, Boundary Line Adjustment, and other Land Use Applications: The Parties acknowledge that it is the Owners' intent to develop the Property in phases through the subdivision, planned unit development (PUD), and other land use application processes, such as site plans and boundary line adjustments, over the next twenty (20) to thirty (30) years. The Owners agree that Exhibit "F" hereto represents a preliminary phasing plan which will serve as a general outline for the Project. Council shall be notified of any significant change in the preliminary phasing plan. Future PUD and subdivision proposals shall consider compatibility with surrounding neighborhoods.
- 6.2 The Owners agree that in the event a subdivision plat, a planned unit development (PUD), site plan, or boundary line adjustment is desired, then the Owners will submit a proper and complete application in compliance with the City's development ordinances in effect at the time of the desired action.
- 6.3 Construction Activities: The Owners shall provide that all construction vehicles, including delivery vehicles and private vehicles of construction employees, shall access the Property

from W. Hanley Ave. or N. Huetter Rd. without traveling through the Indian Meadows, Northshire, or Woodside Park subdivisions.

- 6.4 Concurrency Analysis: The Owners agree that concurrency with the minimum approved standards of this Agreement and any future approvals is borne by the Owners. Each phase and/or subdivision request made to the City shall be accompanied by a concurrency analysis of the Development, as a whole and as to the phase, to address compliance for each proposed plat with current codes, regulations, and policies. Open space, parks, trails/multiuse paths, affordable and professional worker housing, transportation, water, sanitary sewer, unit count, and overall density by zone, phase, and the subject property as a whole, including compliance with the total cap on density and units, shall be tracked and reported throughout the project duration in a timely manner by the Owners to the Planning Department.
- 6.5 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owners agree to reserve at least five percent (5%) of owned residential units and five percent (5%) of the rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI) for the date on which it is sold or rented. All residential units shall be a variety of bedroom counts. The affordable and workforce housing requirement shall be protected by deed restriction or another equally effective method, and shall be reviewed in light of the addendum study to the Housing Availability and Affordability Study by PAHA, CDAEDC and U of I. Habitat for Humanity shall be given First Right of Refusal on a minimum one (1) multi-family parcel for its land trust inventory. The Owners shall be entitled to build thirty (30) market-rate units before this requirement is triggered. Thereafter, the Owners agree that the five percent (5%) reserved-units requirement shall be met with each phase, provided that a subsequent phase may have less than five percent (5%) to the extent that previous phases exceeded five percent (5%). The reserved units shall be a mix of rental and owned, as well as a mix of housing types. The Owners agree to work with Panhandle Area Housing Alliance (PAHA), other housing agencies, and/or shall self-administer the program. The Owners agree to provide an annual report to the City of how this requirement has been addressed in the preceding twelve-month period and will also conceptually outline plans for the next twelve-month period as to how this will be addressed. If the City determines that there are concerns with the reporting and/or satisfaction of this condition, the Owners agree to an independent third-party audit and compliance measures as agreed upon by the Parties to effectuate this condition.
- 6.6 Conceptual Master Plan: Future subdivision and PUD applications shall generally adhere to the alignment of the transportation network, product and place types, trails/multiuse paths, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Exhibit "D," subject to the Zoning Code in effect at the time of development.

- 6.7 Remedies and Deannexation: The Parties agree that in the event a Party fails to comply with the terms of this Agreement, commits any material breach, defaults, or otherwise fails to perform any substantive and material term or condition of this Agreement, and does not cure such breach, default, or failure within thirty (30) days of written notice from the adverse Party, or in the case of a breach, default, or failure to perform that is incapable of being cured within the thirty (30) day time period from written notice from the adverse Party, the Party fails to cure the same and thereafter to prosecute the cure of such breach with reasonable due diligence and continuity, then the adverse Party may deannex any property that has not been developed following the City's notice and public hearing process for Annexation pursuant to the City.
- 6.8 Force Majeure: Notwithstanding the foregoing, the Owners, on behalf of all successors and assigns, shall be held to a standard of reasonableness and shall not be liable to the City or considered in breach or default of this Agreement, based upon matters outside its control, including but not limited to acts of God, civil riot, war, strikes, labor unrest, or shortage of labor or materials. In such an event, the City shall grant Owners and their successors and assigns, extensions, upon the request of Owners or successors and assigns, for such period of time as said matters may remain in effect.
- 6.9 Notices: All notices under this Agreement shall be in writing, shall be delivered to each of the Parties, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the Party, address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile and email with the original to follow by mail in the manner described above. It is provided, however, that any Party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile or email on the date so sent.
- 6.10 Reliance by Parties: This Agreement is intended by Owners to be considered by the City as part of the Owners' request for annexation of the Property and for Owners' future applications for subdivision approval, PUD approval, and other. This Agreement is contingent upon said annexation. Owners acknowledge and intends the City to consider and rely upon this Agreement in its review and consideration of said annexation request and future subdivision and PUD applications.
- 6.11 Relationship of Parties: It is understood that the contractual relationship between the City, and the Owners is such that no Party is the agent, partner, or joint venturer of any other Party.

- 6.12 Successors and Assigns: Recorded Covenant Running with Land: This Agreement shall inure to the benefit of the City, the Owners, and each of their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on all parties to this Agreement as well as their respective heirs, successors and assigns.
- 6.13 No Waiver: In the event that the Parties or their respective successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by the City, the Owners, or any successor or assign, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- 6.14 Partial Invalidity: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- 6.15 Entire Agreement: This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.
- 6.16 Exhibits: All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
- 6.17 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 6.18 Time is of the Essence: Time is of the essence in this Agreement. The Parties agree that this Agreement will be finalized and recorded within six (6) months of annexation and zoning approval by the City Council.
- 6.19 Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in this Agreement shall survive the acceptance of any deeds, dedications, and/or easements.

- 6.20 Recordation, Merger, and Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.
- 6.21 Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.
- 6.22 Compliance with Applicable Laws: The Owners agree to comply with all applicable Federal, State, and local laws and regulations.
- 6.23 Publication of Ordinance: The parties agree that, until the date of publication of the annexation ordinance, no final annexation of the Owners' Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owners' Property.
- 6.24 Promise of Cooperation and Mediation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the Parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement. If the Parties cannot amicably resolve the disagreement, then they agree to retain a mediator, acceptable to both parties, and to conduct at least four (4) hours of mediation prior to initiating a lawsuit against the adverse party.
- 6.25 Venue, Jurisdiction, and Governing Law: If no voluntary resolution is obtained through direction negotiations or mediation, and legal action is initiated, then any legal action shall be brought in Kootenai County, Idaho. Idaho law shall govern and all disputes.
- 6.26 Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Melissa Wells has caused the same to be executed on behalf of the Owners, the day and year first above written.

CITY OF COEUR D'ALENE

ATTEST:

By _____
James Hammond, Mayor

Renata McLeod, City Clerk

<p>DEVELOPER KOOTENAI COUNTY LAND COMPANY, LLC</p> <p>By _____ Melissa Wells, Manager</p>	
OWNERS	
<p>LREV 27 LLC</p> <p>By _____ Melissa Wells, Manager</p>	<p>LREV 28 LLC</p> <p>By _____ Melissa Wells, Manager</p>
<p>LREV 29 LLC</p> <p>By _____ Melissa Wells, Manager</p>	<p>LREV 30 LLC</p> <p>By _____ Melissa Wells, Manager</p>
<p>LREV 31 LLC</p> <p>By _____ Melissa Wells, Manager</p>	<p>LREV 32 LLC</p> <p>By _____ Melissa Wells, Manager</p>
<p>LREV 33 LLC</p> <p>By _____ Melissa Wells, Manager</p>	<p>LREV 34 LLC</p> <p>By _____ Melissa Wells, Manager</p>
<p>LREV 35 LLC</p> <p>By _____ Melissa Wells, Manager</p>	<p>LREV 36 LLC</p> <p>By _____ Melissa Wells, Manager</p>
<p>LREV 37 LLC</p> <p>By _____ Melissa Wells, Manager</p>	<p>LREV 38 LLC</p> <p>By _____ Melissa Wells, Manager</p>
<p>LREV 39 LLC</p> <p>By _____ Melissa Wells, Manager</p>	

EXHIBIT "A"

(Legal Description & Annexation Map: Excludes Property Outside ACI)

KOOTENAI COUNTY LAND COMPANY

CITY OF COEUR D' ALENE ANNEXATION

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°39'33" EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EXISTING CITY LIMITS BOUNDARY OF THE CITY OF COEUR D'ALENE THE FOLLOWING 5 COURSES AND DISTANCES:

1. THENCE SOUTH 88°39'33" EAST 2587.01 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;
2. THENCE SOUTH 00°52'54" WEST 2641.95 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 33;
3. THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
4. THENCE SOUTH 00°19'49" WEST, ALONG THE WESTERLY BOUNDARY OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;
5. THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 1830.40 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2 OF THE PLAT OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE DEPARTING SAID EXISTING CITY LIMITS BOUNDARY, CONTINUING NORTH 88°04'43" WEST 751.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 4 COURSES AND DISTANCES:

1. THENCE NORTH 07°59'16" WEST 239.25 FEET
2. THENCE NORTH 00°05'34" EAST 1962.47 FEET;
3. THENCE SOUTH 88°47'00" EAST 15.00 FEET;
4. THENCE NORTH 00°05'34" EAST 507.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 745.81 FEET;

THENCE NORTH 01°08'46" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 575.74 FEET;

THENCE NORTH 88°46'45" WEST 760.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD 745.56 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

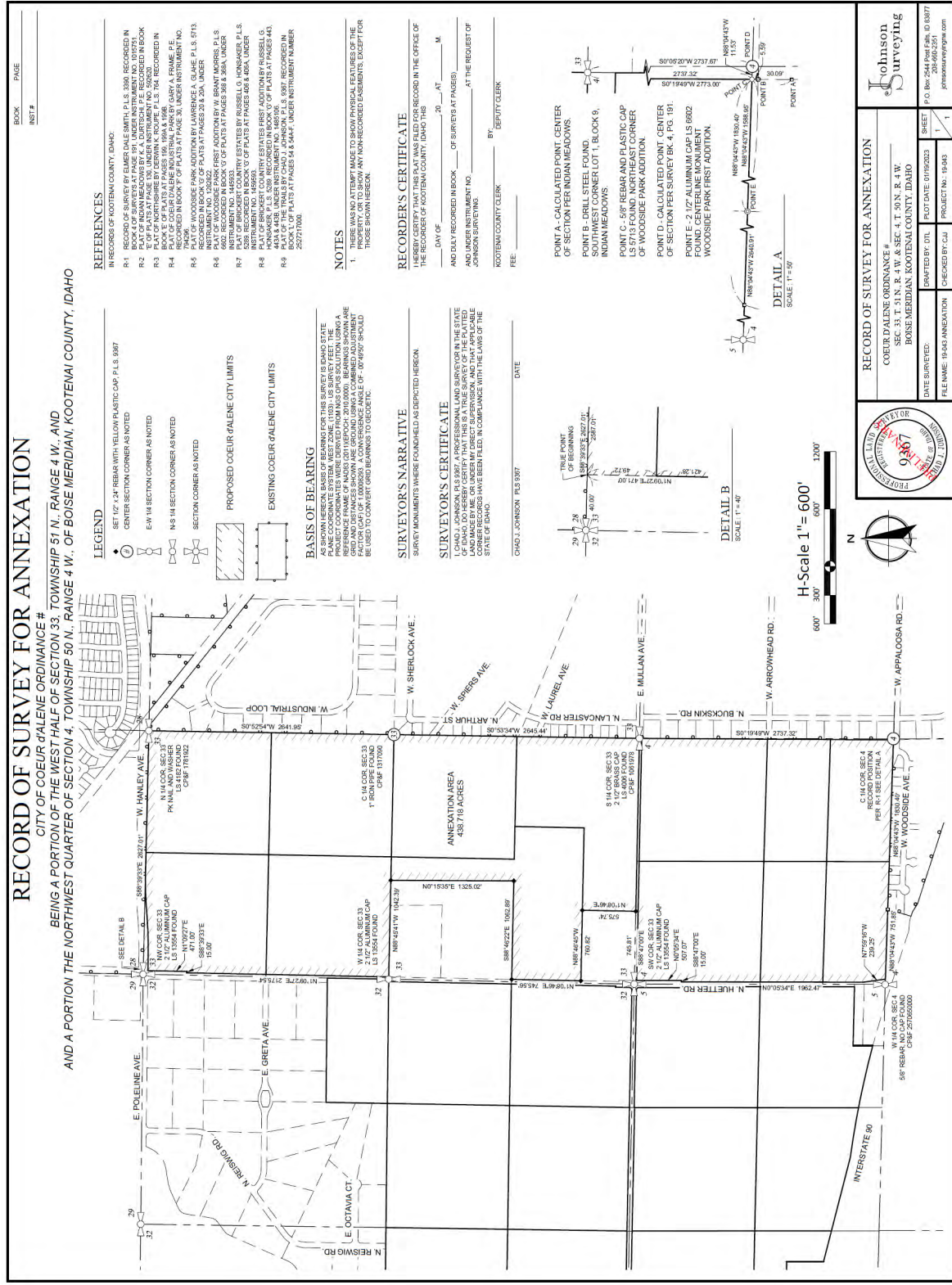
THENCE NORTH 88°45'41" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1042.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE NORTH 01°09'27" EAST 2175.54 FEET;
2. THENCE SOUTH 88°39'33" EAST 15.00 FEET;
3. THENCE NORTH 01°09'27" EAST 471.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 438.718 ACRES, MORE OR LESS.

ANNEXATION MAP:



RECORD OF SURVEY FOR ANNEXATION

CITY OF COEUR D'ALENE ORDINANCE # _____ TOWNSHIP 51 N., RANGE 4 W., AND
AND A PORTION THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 N., RANGE 4 W., OF BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

LEGEND

- SET 1/2" x 2" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9387
- CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED

PROPOSED COEUR D'ALENE CITY LIMITS

EXISTING COEUR D'ALENE CITY LIMITS

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE SURVEY MONUMENTS WHERE FOUND HELD AS DEPICTED HEREON. PROJECT COORDINATES WERE DERIVED FROM NAD83 ORIGIN SOLUTION USING A REFERENCE FRAME OF NAD83 (GPT1) (EPOCH: 2010.000). BEARINGS SHOWN ARE FACTOR (AD OF 1.0000003), A CONVERSION ANGLE OF -07.6182" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

SURVEYOR'S NARRATIVE

SURVEY MONUMENTS WHERE FOUND HELD AS DEPICTED HEREON.

SURVEYOR'S CERTIFICATE

LOUJO J. JOHNSON, P.L.S. 9387, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON, P.L.S. 9387 DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

BY _____ DATE _____

EXHIBIT “B”

(Planning and Zoning Commission Findings and Order)

COEUR D'ALENE PLANNING COMMISSION

FINDINGS AND ORDER

A-4-22

A. INTRODUCTION

This matter having come before the Planning Commission on October 11, 2022 and there being present a person requesting approval of ITEM A-4-22, a request for zoning prior to annexation of +/- 440 acres from County Ag Suburban to City R-8, R-17, C-17L, and C-17.

APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

LOCATION: PROPERTY NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE,
SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND
WEST OF ATLAS ROAD

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

- B1. That the existing land uses are residential and commercial
- B2. That the Comprehensive Plan Map designation is Single Family Neighborhood, Compact Neighborhood, Urban Neighborhood and Mixed-Use Low.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on, September 17, 2022, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on October 3, 2022 , which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on October 11, 2022.
- B8. That this proposal is in conformance with the Comprehensive Plan 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.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on all staff input, testimony and in the staff report noting pages 22 and 23 listing all the conditions from the various departments the capacity to serve this property.

- B10. That the physical characteristics of the site make it suitable for the request at this time because the land is flat with exception of portions in the south with no topography issues or physical site constraints.

- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the zoning that is proposed provides the right adjacent capability with surrounding areas. KMPO said in their presentation "Most facilities with planned improvements can tolerate additional traffic and are in support of this development and later be able to evaluate this project as phases come forward. He stated the zones selected R-17. C-17L and C-17 are designed to provide a good buffer to the surrounding properties.

C. ORDER: CONCLUSION AND DECISION

Planning Commission is tasked with recommending zoning for the annexation request. The Commission shall provide a recommendation of zoning to City Council along with an evaluation of how the proposed annexation does meet the required evaluation criteria for the requested annexation.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

Note: The following items are specific to this annexation request and are potential conditions that are subject to negotiation between the parties. All other policies and department requirements for development are obligatory and included in the annexation and development agreement.

Water:

- Existing public utility easements for the City's 24" transmission main will be maintained or replaced at the developer's expense.
- The property for an existing water storage facility under the tank, as mutually agreed upon, shall be transferred to the City.
- A well parcel for a potential new water source is required to be transferred to the City as the developer's contribution toward the expense of developing an additional water source to adequately serve the community. The well site is requested to be transferred upon confirmation of acceptable water quality through City installation of a test well on an agreed upon site.
- Water rights for the property, both domestic potable and irrigation, will be addressed in the annexation and development agreement.

Wastewater:

- There are 5 potential projects highlighted by Lakeside Real Estate Holdings and JUB Engineering to upgrade sewer collection system sewer capacity. These projects are laid out in the "Coeur Terra Development Wastewater Collection Study" (May 2022) from the developer and JUB Engineering. Five (5) "limiting reaches" were identified when adding planned flow from the Coeur Terre project into the City sewer collection system at 2013 Master Plan Flows. Below is a list of these. The development agreement specifies Wastewater's response and defines the necessary corrective projects proposed in this study.
 1. HAWKS NEST LIFT STATION
 2. LAUREL/SHERWOOD TRUNK MAIN
 3. APPALOOSA TRUNK MAIN
 4. FAIRWAY TRUNK MAIN
 5. RIVERSIDE INTERCEPTOR

Streets & Engineering (Transportation/Traffic):

- In the areas where the Bypass project does not impact the existing Huetter Road, Huetter Road shall be reconstructed to the Post Falls and City of Coeur d'Alene standards, as applicable. The City desires that Huetter Road shall be reconstructed from the southern extent of the development to Hanley Road for three lane Arterials,

including bike lanes, a shared-use path on the east side, and dedication of right-of-way to meet the City Standard of 100 feet minimum. The design, alignment and extent of improvements are subject to the location and design of the proposed Huetter Bypass.

- Additional right-of-way shall be set aside and made available as determined by the Idaho Transportation Department for the future Huetter Bypass.
- The Hanley Avenue/Huetter Road intersection shall be reconstructed to its future configuration as modeled for 2045, which includes five lanes on Hanley Ave, reducing to three lanes at the planned collector street into the proposed development. Bike lanes and shared-use paths are also required on both sides of Hanley Ave.
- The Nez Perce Road/Hanley Ave intersection shall be constructed to its future configuration as modeled for 2045. In order to manage increases in traffic, connectivity to existing streets is required without delay throughout the construction of the phased development. The owner shall commit to constructing five road connections to existing streets to the south and east by phases and in a manner that does not allow for this connectivity to be delayed to future phases.
- Any property owned by the applicant that is west of the city's ACI along Huetter Road must be subdivided and conveyed or dedicated to Post Falls Highway District per conversations with the applicant, Post Falls Highway District, and Kootenai County. Property outside the ACI should not be annexed into the City at this time.

Parks:

- Ten (10) acres for one Community Park
- Eight (8) acres of land for one Residential Park
- Two (2) traversing north-south trails that connect out of the development
- Two (2) traversing east-west trails that connect out of the development
- Timing for large scale public park improvements and dedication(s) along with trails connections and improvements to be defined in the annexation and development agreement.

Planning:

- Proposed use limitations: No Adult Entertainment, Billboards, Industrial Uses, Heliports, Outdoor Sales or Rental of Boats, Vehicles, or Equipment, Outdoor Storage of materials and equipment (except during construction), Repair of Vehicles (unless entirely within a building), Sewage Treatment Plants and other Extensive Impact activities (unless publicly owned), Work Release Facilities, Wrecking Yards, and Vehicle Washing (unless located within a building or parking structure).
- Five percent (5%) of the residential units qualify as "affordable/workforce housing" in conjunction with PAHA (or similar organization as exists at the time of implementation) as the administrating entity. This level of commitment was discussed with the applicant prior to any hearings with details to be addressed in the annexation and development agreement.
- Ongoing concurrency analysis for total acreage developed, open space improvements (parks and trails), transportation improvements (volume and connections), and affordable/workforce housing will be provided by zone and phase.
- This request is for annexation and zoning designations only. The applicant has provided preliminary conceptual design information that is not binding at this time. Staff

suggests that at a minimum the annexation and development agreement include language that ties future subdivision applications to generally adhere to: alignment of transportation, product types (place types), trails and public parks as shown in the conceptual design.

Other:

- The developer has a Memorandum of Understanding (MOU) with School District #271 for two (2) future school sites. While the City is not a party to the MOU between the developer and the School District, this commitment should be considered in the annexation and development agreement.
- Electric transmission lines, natural gas, and any other existing easements for utilities may exist on the subject properties. The applicant must adhere to the required easements or seek legal changes to alter/extinguish, if needed.

Motion by Ingalls, seconded by Fleming, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes

Commissioner Luttrupp was absent.

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN TOM MESSINA

EXHIBIT "C"

(Legal Descriptions of Zoning Districts & Corresponding Zoning Map)

ZONE C-17L (WATER TOWER)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°52'54" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 88°39'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 88°39'33" EAST 150.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22501 SQ. FT OR 0.517 ACRE, MORE OF LESS.

ZONE C-17 (NORTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE, 1135.12 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 01°20'27" WEST 676.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 26°24'24" WEST, A CHORD DISTANCE OF 169.46 FEET, THROUGH A CENTRAL ANGLE OF 50°07'53", A DISTANCE OF 174.99 FEET;

THENCE SOUTH 51°28'20" WEST 145.79 FEET;

THENCE NORTH 88°38'42" WEST 99.77 FEET;

THENCE NORTH 00°44'36" EAST 113.94 FEET;

THENCE NORTH 89°43'47" WEST 343.18 FEET;

THENCE NORTH 00°24'13" EAST 554.45 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 40.30 FEET, THROUGH A CENTRAL ANGLE OF 04°37'10", A DISTANCE OF 40.31 FEET;

THENCE NORTH 04°12'57" WEST 103.40 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 24.18 FEET, THROUGH A CENTRAL ANGLE OF 04°34'10", A DISTANCE OF 24.19 FEET;

THENCE NORTH 00°24'13" EAST 86.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4960.00 FEET, A CHORD BEARING OF NORTH 88°50'10" EAST, A CHORD DISTANCE OF 186.03 FEET, THROUGH A CENTRAL ANGLE OF 02°08'57", A DISTANCE OF 186.04 FEET;

THENCE SOUTH 88°39'33" EAST 466.07 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 12.239 ACRES, MORE OR LESS.

ZONE R-17 (NORTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE, 150.00 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE 985.12 FEET;

THENCE SOUTH 01°20'27" WEST 676.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 26°24'24" WEST, A CHORD DISTANCE OF 169.46 FEET, THROUGH A CENTRAL ANGLE OF 50°07'53", A DISTANCE OF 174.99 FEET;

THENCE SOUTH 51°28'20" WEST 145.79 FEET;

THENCE NORTH 88°38'42" WEST 99.77 FEET;

THENCE NORTH 00°44'36" EAST 113.94 FEET;

THENCE NORTH 89°43'47" WEST 343.18 FEET;

THENCE NORTH 00°24'13" EAST 554.45 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 40.30 FEET, THROUGH A CENTRAL ANGLE OF 04°37'10", A DISTANCE OF 40.31 FEET;

THENCE NORTH 04°12'57" WEST 103.40 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 24.18 FEET, THROUGH A CENTRAL ANGLE OF 04°34'10", A DISTANCE OF 24.19 FEET;

THENCE NORTH 00°24'13" EAST 86.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE THE FOLLOWING 3 COURSES AND DISTANCES:

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4960.00, A CHORD BEARING OF SOUTH 86°29'36" WEST, A CHORD DISTANCE OF 219.56 FEET, THROUGH A CENTRAL ANGLE OF 02°32'11", A DISTANCE OF 219.57 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4050.00 FEET, A CHORD BEARING OF SOUTH 88°17'10" WEST, A CHORD DISTANCE OF 432.53 FEET, THROUGH A CENTRAL ANGLE OF 06°07'19", A DISTANCE OF 432.74 FEET;

THENCE NORTH 88°39'10" WEST 149.13 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

THENCE SOUTH 01°09'27" WEST 421.28 FEET;

THENCE NORTH 88°39'33" WEST 15.00 FEET;

THENCE SOUTH 01°09'27" WEST 2175.54 FEET, TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 88°45'41" EAST, ALONG LAST SAID SOUTH LINE 1209.14 FEET;

THENCE NORTH 39°57'50" EAST 393.70 FEET;

THENCE NORTH 50°02'10" WEST 202.18 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET;

THENCE NORTH 00°44'36" EAST 381.86 FEET;

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00°52'54" EAST, ALONG LAST SAID EAST LINE 1512.42 FEET;

THENCE NORTH 88°39'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 114.941 ACRES, MORE OR LESS.

ZONE R-8

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 88°45'41" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1067.39 FEET, TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH 88°45'41" EAST 166.75 FEET;

THENCE NORTH 39°57'50" EAST 393.70 FEET;

THENCE NORTH 50°02'10" WEST 202.18 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET;

THENCE NORTH 00°44'36" EAST 381.86 FEET;

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00°52'54" WEST, ALONG LAST SAID EAST LINE 979.52 FEET TO THE CENTER OF SAID SECTION 33;

THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 2171.16 FEET;

THENCE NORTH 01°10'25" EAST 435.05 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF NORTH 46°10'25" EAST, A CHORD DISTANCE OF 60.10 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 88°49'35" EAST 1143.59 FEET;

THENCE NORTH 01°10'30" EAST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 587.50 FEET;

THENCE NORTH 01°10'25" EAST 645.87 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET; THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 26°05'43" EAST, A CHORD DISTANCE OF 252.86 FEET, THROUGH A CENTRAL ANGLE OF 50°45'15", A DISTANCE OF 261.32 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 1217.16 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG LAST SAID EAST RIGHT OF WAY LINE 745.56 FEET;

THENCE SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 187.099 ACRES, MORE OR LESS.

ZONE R-3

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

ANNEXATION AND DEVELOPMENT AGREEMENT

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;

THENCE SOUTH 00°24'13" WEST 150.00 FEET;

THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 47.053 ACRE, MORE OR LESS.

ZONE C-17L (WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;

THENCE SOUTH 00°24'13" WEST 150.00 FEET;

THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 22500 SQ. FT. OR 0.517 ACRE, MORE OR LESS.

ZONE R-17 (MIDDLE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 785.82 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 88°47'00" EAST 371.35 FEET;

THENCE SOUTH 67°40'56" EAST 73.76 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 11°31'05" EAST, A CHORD DISTANCE OF 110.55 FEET, THROUGH A CENTRAL ANGLE OF 21°35'59", A DISTANCE OF 111.21 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;
THENCE NORTH 88°46'45" WEST 456.34 FEET;
THENCE SOUTH 01°08'46" WEST 575.74 FEET TO THE **TRUE POINT OF BEGINNING.**
CONTAINING 6.076 ACRES, MORE OR LESS.

ZONE C-17 (SOUTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD AND **TRUE POINT OF BEGINNING;**

THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE NORTH 01°10'25" EAST 65.95 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET;

THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 36°53'42" EAST, A CHORD DISTANCE OF 148.49 FEET, THROUGH A CENTRAL ANGLE OF 29°09'16", A DISTANCE OF 150.11 FEET;

THENCE NORTH 67°40'56" WEST 73.76 FEET, TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°47'00" WEST 1117.16 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 39.158 ACRES, MORE OR LESS.

ZONE R-17 (SOUTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE SOUTH 01°10'25" WEST 579.91 FEET;

THENCE SOUTH 88°49'35" EAST 587.50 FEET;

THENCE SOUTH 01°10'30" WEST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 1143.59 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF SOUTH 46°10'25" WEST, A CHORD DISTANCE OF 60.10, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 01°10'25" WEST 435.05 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°04'43" WEST, ALONG LAST SAID SOUTH LINE 411.09 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 07°59'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 239.25 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°05'34" EAST 639.95 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 30.428 ACRES, MORE OR LESS.

CORRESPONDING ZONING MAP:

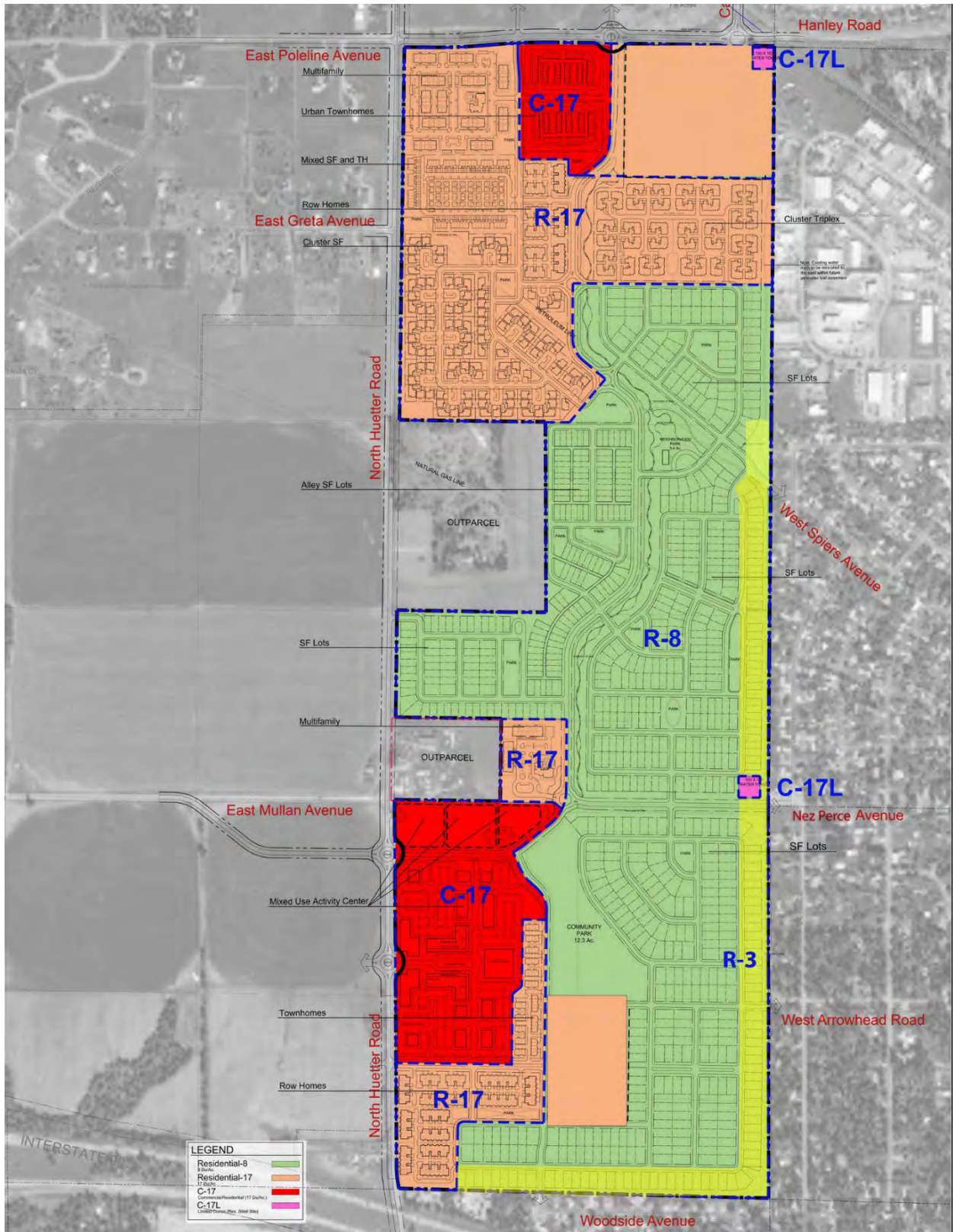


EXHIBIT "D"

(Generally Adhered to Design: Conceptual Master Plan)

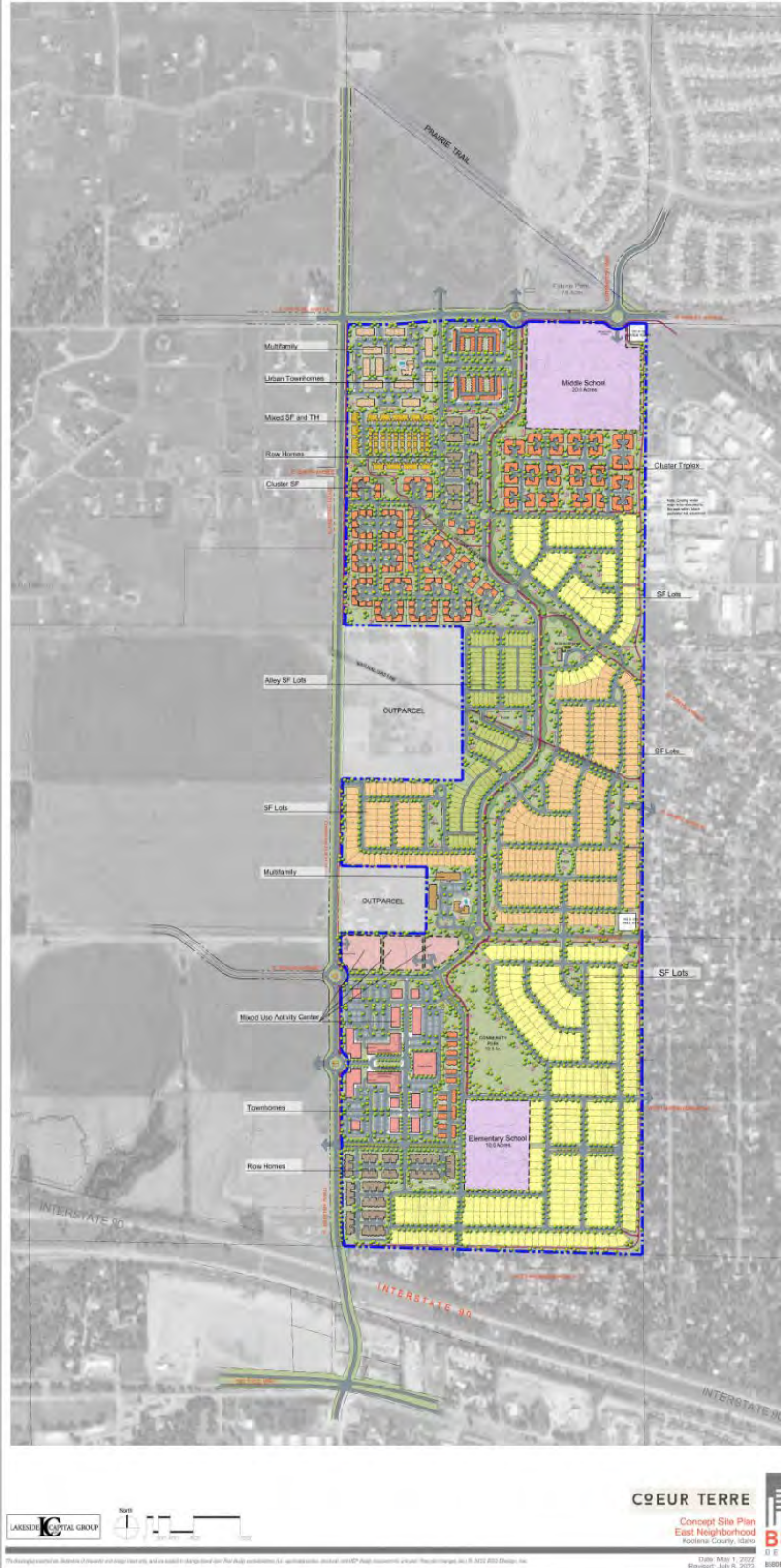


EXHIBIT "E"

(Copy of MOU with School District #271)

MEMORANDUM OF UNDERSTANDING

Coeur d'Alene School District #271 and LRE V, LLC

This memorandum of understanding ("MOU") is entered into on this 7th day of February, 2022 (the "Effective Date"), by and between LRE V, LLC, an Idaho limited liability company and its wholly owned subsidiaries which hold title to the subject properties (together with its successors and assigns, collectively referred to herein as, "Owner") and the Coeur d'Alene School District #271 (the "District). Collectively, the District and Owner are referred to herein as the "Parties"; provided, however, the Parties acknowledge and agree that: (1) LRE V LLC holds the property for investment and does not intend to develop the subject Property and, instead, shall convey its interest in the subject Property, to an entity which intends to develop the Property and incident to that conveyance the transferee shall assume all obligations of the Owner under this MOU and (2) any reference herein to development, annexation or subdivision of the subject Property is in reference to actions to be taken by the transferee or successor in interest to the present Owner, which is signatory to this MOU.

RECITALS:

- A. The District is in need of, and has had significant difficulty locating, at a feasible price, appropriate real property for purposes of a new elementary school and middle school.
- B. The Owner desires to work with the District to donate certain property and sell other property to meet the District's needs as outlined below.
- C. Owner is the owner of certain unimproved real property located east of N. Huetter Rd., bounded to the north by what will be an extension of N. Hanley and to the south by W. Appaloosa Road, all of which property is located in Kootenai County, Idaho within the District's boundaries and generally depicted on Exhibit "A" hereto (the "Property").
- D. Owner intends to annex the Property into the jurisdiction of the City of Coeur d'Alene, Idaho in conjunction with (or followed by) an application for zoning and subdivision approval (the "Project").
- E. Owner intends to donate, and the District desires to accept, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately ten (10) acres, located within the Project near W. Appaloosa Road as generally depicted on Exhibit "B" hereto (the "Donated School Property"), subject to the terms of this MOU.
- F. In addition to the Donated School Property, the District intends to purchase, and Owner desires to sell, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately twenty (20) acres, located within the Project near N. Hanley as depicted on Exhibit "B" (the "Purchased School Property"). The Donated School Property and the Purchased School Property are sometimes referred to herein, collectively, as the "School Lots."

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 1

- G. The Parties desire to work together, in good faith, to achieve the mutual goals and interests outlined herein.

NOW THEREFORE, the Parties agree that the following steps outline the basic terms of the intended donative and sale transfers contemplated by the Parties:

1. Owner agrees (or to cause its successors in interest to agree) to work in good faith toward the following goals:
 - a. To submit (or cause its successor in interest to submit) applications to the City of Coeur d'Alene for the purposes of annexation, rezoning and subdivision of the Property in a timely manner not to exceed 180 days from the Effective Date of this agreement.
 - b. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to donate the Donated School Property to the District.
 - i. The location, layout, size and requested zoning of the Donated School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Donated School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - c. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to sell the Purchased School Property to the District.
 - i. The location, layout, size and requested zoning of the Purchased School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Purchased School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - d. To include (or cause its successors in interest to include) in its plans and factoring for the Project, the size and location of the School Lots as depicted on Exhibit "B", and to include the same in all studies submitted (including but not limited to sewer, water, roads and traffic) in order to complete all necessary submittals and infrastructure required to obtain final plat approval from the City of Coeur d'Alene.
2. The District agrees to work in good faith toward the following goals:
 - a. To work with Owner (or its successors in interest) on the location, layout, size and requested zoning of the School Lots consistent with the parameters outlined herein.

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 2

- b. To write a letter of support in favor of annexation and development of the Property to the City of Coeur d'Alene and otherwise support annexation and development of the Property as reasonably requested by Owner or its successors in interest.
- 3. The Parties recognize and agree that this Agreement is preliminary in nature and only addresses the conceptual shared goals of (i) annexation of the Property into the City; (ii) donation of the Donated School Property; and (iii) purchase of the Purchased School Property. If the Property is successfully annexed into the City, the Parties agree to work together in good faith to negotiate a subsequent MOU to address additional details such as (but not limited to) the purchase price for the Purchased School Property and the potential to share the cost of necessary infrastructure associated with the School Lots.
- 4. The Parties recognize and agree that any donation and/or purchase of real property requires the approval of the District's then sitting Board of Trustees, in addition to other requirements mandated by Idaho law.
- 5. All obligations of Owner under this MOU, any subsequent MOU, any Purchase Agreement or Donation Agreement shall be contingent on the prior annexation of the Property into the City of Coeur d'Alene and approval and undertaking of the subdivision and development of the subject Property.
- 6. This MOU shall take effect on the Effective Date and can only be modified by a written document signed by the Parties. The Parties may mutually agree to terminate this MOU at any time and this MOU may be terminated by either party in the event of a material breach of any obligations set forth herein.
- 7. The Parties agree to work in good faith towards the goals outlined herein.

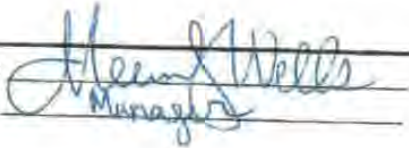
In witness hereof, the Parties hereto have executed this Memorandum of Understanding on the date set forth below.

Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company

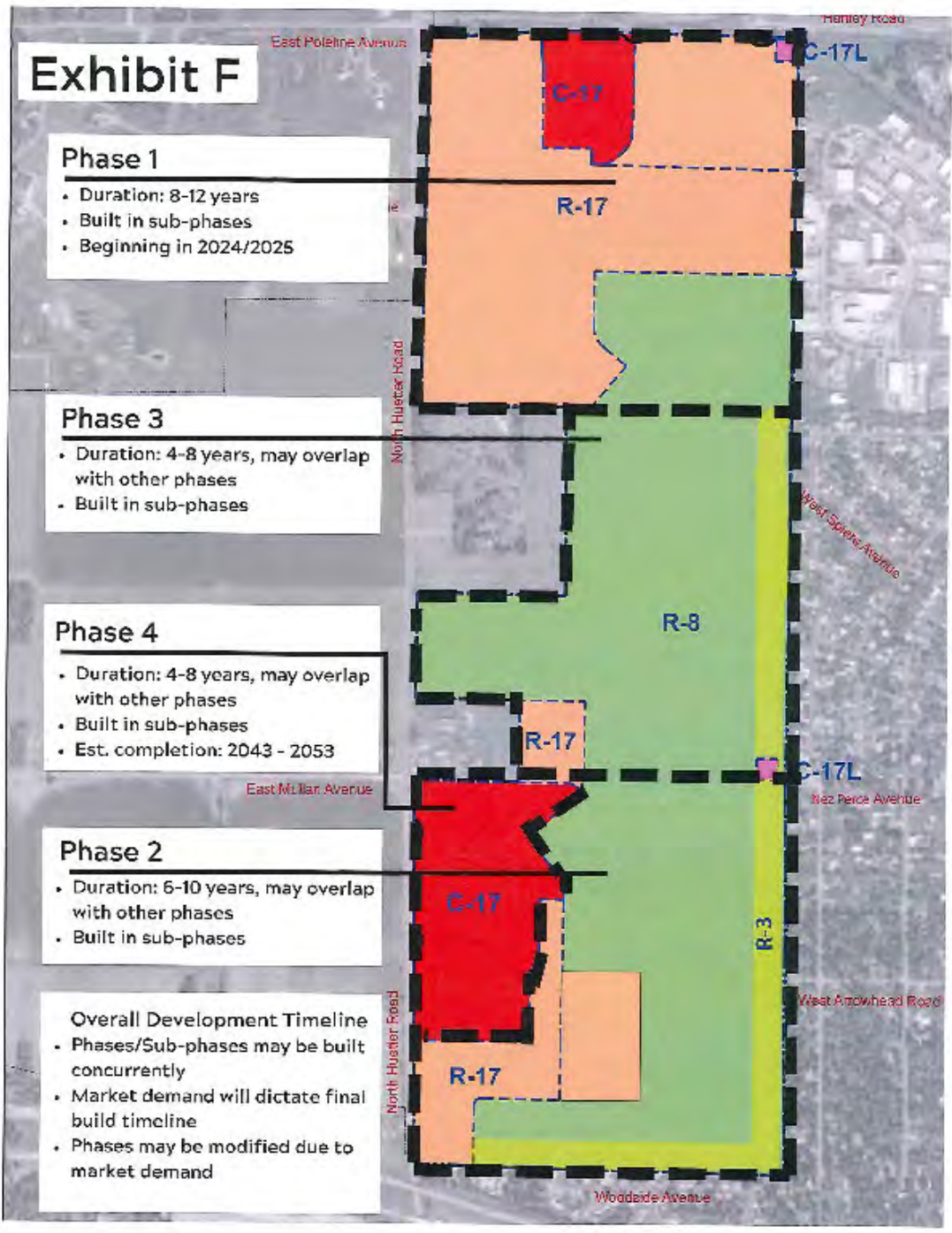


By: Dr. Shon Hocker
Its: Superintendent



By:
Its:

EXHIBIT "F"
(Preliminary Phasing Plan)



RESOLUTION NO. 23-016

A RESOLUTION OF THE CITY OF COEUR DALENE, KOOTENAI COUNTY, IDAHO, IMPLEMENTING A MORATORIUM ON THE ISSUANCE OF NEW SHORT TERM RENTAL PERMITS FOR A PERIOD NOT TO EXCEED ONE (1) YEAR, UNTIL MARCH 1, 2024, OR UNTIL COUNCIL MAKES A FINAL DECISION AS TO AMENDMENTS TO THE SHORT TERM RENTAL CODE, WHICHEVER COMES FIRST.

WHEREAS, Article XIII, Section 2 of the Idaho Constitution provides: “Any county or incorporated city or town may make and enforce, within its limits, all such local police, sanitary and other regulations as are not in conflict with its charter or with the general laws”; and

WHEREAS, pursuant to Idaho Code § 50-301, the City may exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho; and

WHEREAS, the courts have repeatedly recognized that cities possess and may exercise those powers either expressly or impliedly granted to it; and

WHEREAS, the issuance of permits for businesses and other activities within the jurisdictional boundaries of the City falls within its police powers, *see, e.g. County of Ada v. Hill*, 110 Idaho 289, 291, 715 P.2d 959, 961 (1986); and

WHEREAS, the regulation of businesses and other activities by a permit process is not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho; and

WHEREAS, in order to be a valid exercise of police power, there must be a reasonable and substantial relation to some public good, and a reasonable and constitutional means of achieving its goal, *see Pigg v. Brockman*, 79 Idaho 233, 242, 314 P.2d 609, 614 (1957); and

WHEREAS, increasing numbers of short term/vacation rentals have raised concerns about the preservation of residential neighborhood character and integrity such as decreasing long-term rental opportunities and increased rents for local residents; and

WHEREAS, the City is experiencing a shortage of affordable long-term rental housing in both single family homes and apartments, including loss of rental units and displacement of tenants as existing housing is being converted to vacation rentals; and

WHEREAS, the City is continuing to experience a housing crisis whereby local workers are unable to find housing and are leaving the community, resulting in local businesses being understaffed and cutting hours and services due to the lack of employees; and

WHEREAS, based on information presented to Council and the Planning and Zoning Commission, as well as members of the public, it is apparent that the existing rules and regulations

in the Short Term Rental Code do not adequately address the impacts the City is experiencing and expects to experience in the coming months from short-term rentals; and

WHEREAS, the City has conducted and will be conducting community outreach on the issue of short term rentals for the purpose of amending the City's Short Term Rental Code in 2023; and

WHEREAS, additional planning and research is necessary before the City determines what reasonable regulations are necessary to safeguard the public health, safety and general welfare, and to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate; and

WHEREAS, allowing the proliferation of short term/vacation rentals to occur during the period that amendments are considered by the City Council would conflict with public health, safety and welfare needs of the community, and endanger the integrity of residential neighborhoods; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof impose a moratorium of limited duration for the purpose of enabling Council and staff to research, prepare, and adopt any new or modified regulations for short term rentals; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that:

1. From and after the date of this Resolution, a moratorium against the issuance of permits, other than renewals of last year's permits, for short term rentals anywhere within the City of Coeur d'Alene is hereby enacted for a period of 365 days pending further study by City staff and development of appropriate regulations. This moratorium shall apply to any use which has not yet been lawfully established in accordance with all applicable requirements of the Coeur d'Alene Municipal Code;
2. Should the City Council enact amendments to the Short Term Rental Code prior to the expiration of the 365 days established in paragraph 1, this moratorium shall end upon the effect date of those amendments;
3. This Resolution is necessary and proper to safeguard the public health, safety and general welfare, and to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate.
4. The staff is directed to act with all diligence to propose amendments to the Short Term Rental Ordinance to Council at the earliest possible date.
5. Should any one or more sections or provisions of this Resolution be judicially determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remaining sections or provisions of this Resolution, it being the intent of the City that such invalid or unenforceable provisions are severable.

DATED this 21st day of February, 2023.

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 MCEVERS	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER ENGLISH	Voted _____

_____ was absent. Motion _____.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 21, 2023

**FROM: HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR,
SEAN HOLM, SENIOR PLANNER, AND RANDY ADAMS, CITY
ATTORNEY/LEGAL SERVICES DIRECTOR**

SUBJECT: ZC-2-22 – 1095 E. TIMBER LN. DEVELOPMENT AGREEMENT

DECISION POINT:

Richard and Susan Bennett are requesting consideration of approval for a Development Agreement in conjunction with the approved zone change from R-3 to R-8.

Should the City Council approve the development agreement for 1095 E. Timber Lane?

HISTORY:

Zone change application ZC-2-22 was made before the Planning Commission on November 8, 2022; a request for zone change from R-3 to R-8 with a motion by Fleming, seconded by McCracken, to approve the request with one condition:

1. We will direct staff to provide a Development Agreement to allow one -single family dwelling and one duplex on this specific lot.

The motion to approve was carried by a 7 to 0 vote.

The City Council heard the zone change request on January 7, 2023. After hearing from the staff, applicant, and members of the public, a motion to approve subject to approval of a Development Agreement was made by Gookin, seconded by McEvers, to dispense with the rule and read Council Bill No. 23-1001 once by title only.

Motion was carried by a vote of 6 to 0.

FINANCIAL ANALYSIS:

No financial impact to the city is expected.

PERFORMANCE ANALYSIS:

Planning staff met with the applicant to discuss the terms in which the Bennett's agreed to the language provided. The Development Agreement is attached. A summary is provided below:

Maximum density for principal use(s) subject to future division of subject property:

- If the subject property is subsequently divided following zone change approval, the maximum lots shall be two (2).
 - On one lot, a single-family dwelling and allowed accessory uses
 - On the second lot, a duplex and allowed accessory uses
- If the property remains a single parcel, a maximum of one duplex, or, one single-family home w/ an ADU is allowed.
- All vehicular access to/from E. Violet Lane shall be terminated for existing uses and no future access to Violet shall be granted.

Prior to acceptance of a building permit, the owner shall provide proof of the location of the pipeline and easement limitations from the utility. Any proposed site plan must show the full extent of the easement for staff review.

DECISION POINT/RECOMMENDATION:

City Council is tasked with making a motion for Resolution 23-014 on the development agreement for 1095 E. Timber Lane.

RESOLUTION NO. 23-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DEVELOPMENT AGREEMENT WITH THE RICHARD AND SUSAN BENNETT LIVING TRUST FOR 1095 E. TIMBER LANE (ZC-2-22).

WHEREAS, a Development Agreement has been negotiated between the City of Coeur d'Alene and the Richard and Susan Bennett Living Trust, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "A" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into the Development Agreement with Richard and Susan Bennet Living Trust for 1095 E. Timber Lane (ZC-2-22) in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 21st day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

DEVELOPMENT AGREEMENT

(File No. ZC-2-22)

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and dated this day of , 2023, by and between the **City of Coeur d’Alene**, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the “City,” and the **Richard and Susan Bennett Living Trust**, hereinafter referred to as the “Owner.”

W I T N E S S E T H:

WHEREAS, the Owner owns approximately .91 acres of land within the City, north of E. Timber Lane between N. Honeysuckle Drive and E. Shorewood Court, legally described as GARDENDALE ACRE TRACTS, S 306.25 FT OF TR 13 BLK 1, and commonly known as 1095 E. Timber Lane, Coeur d’Alene, Idaho (hereinafter referred to as the “Property”); and

WHEREAS, the Owner has applied for a zone change from R-3 to R-8, with the intent to remove all existing structures, proceed with a minor subdivision to create two lots, and construct a single-family home on one lot and a duplex on the second lot with a shop in the rear with access off of Violet Lane; and

WHEREAS, a map of the Property is attached hereto and incorporated herein by reference as Exhibit “A;” and

WHEREAS, on November 8, 2022, the Coeur d’Alene Planning and Zoning Commission recommended approval of the application for a zone change, with the condition that a Development Agreement be entered into to restrict the use of the property to one single family dwelling on one of the future lots and one duplex on the other future lot. A copy of the approved Findings and Order are attached hereto and incorporated herein by reference as Exhibit “B;” and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to grant the zone change subject the condition recommended by Staff and the Planning and Zoning Commission; and

WHEREAS, the Community Planning Director, the Mayor, and the City Council of the City have determined that it would be in the best interests of the City and the citizens thereof for the City to enter into a Development Agreement with the Owner of the Property pursuant to the terms contained herein as a further condition of granting the application for a zone change; and

WHEREAS, the Owner has participated in the drafting of this Agreement and acknowledges that the terms hereof are fair and reasonable.

NOW, THEREFORE,

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

ARTICLE I: EFFECTIVE DATE

- 1.1 Effective Date of Agreement: This Agreement shall be effective, and the Owner shall be required to execute the Agreement, only if Council approves the Owner's requested Zone Change.

ARTICLE II: LEGAL DESCRIPTION AND ZONING

- 2.1 Legal Description and Map: The Property is approximately .91 acres within the City, north of E. Timber Lane between N. Honeysuckle Drive and E. Shorewood Court, legally described as GARDENDALE ACRE TRACTS, S 306.25 FT OF TR 13 BLK 1, and commonly known as 1095 E. Timber Lane, Coeur d'Alene, Idaho.
- 2.2 Zoning Districts: The Property is zoned R-3 and, upon approval by the City Council, will be zoned R-8.

ARTICLE III: STANDARDS

- 3.1 Construction to City Standards: The Owner agrees that all improvements required by this Agreement, or by any and all applicable codes, regulations, and policies adopted by the City, will be built to City standards. The Owner further agrees to adhere to all applicable City policies and procedures regarding such improvements, including, but not limited to, sanitary sewer, water lines, and storm water management.
- 3.2 Effective Date of Applicable Standards: The Owner agrees that all laws, codes, standards, policies, and procedures regarding improvements that the Owner is required to comply with or otherwise meet pursuant to this Agreement or applicable City codes are those in effect when construction of each such improvement is commenced.

ARTICLE IV. UTILITIES

- 4.1 Water: The Owner agrees to use Hoffman Water for any development of the Property and to pay all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. All additional water service cap fees are payable at the time of application for building permits. Any required main extensions and/or fire hydrants and services will be the responsibility of the Owner at its sole expense.

- 4.2 Wastewater: The Owner agrees to use the City Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with the rules and regulations of the City in effect at the time of request. The City does not warrant that sanitary sewer capacity will be available at the time the Owner requests connection to the sanitary sewer system. Any connections and associated projects must not negatively impact the progression and continuity of the City's wastewater collection system.
- 4.3 Maintenance of Private Sanitary Sewer and Water Lines: The Owner agrees that the City shall not be responsible for the maintenance of any private sanitary sewer laterals or water lines, including appurtenances, within the Property.
- 4.4 Stormwater: The Owner agrees to adhere to City policies and standards for stormwater control design and construction.

ARTICLE V: FEES

- 5.1 Required Fees: The Owner shall be responsible for all required fees and charges, including, but not limited to, water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees. Fees referred to in this section are established by Municipal Ordinance and/or resolution and arise independent of this Agreement.
- 5.2 Consideration: The Parties agree that this Agreement is supported by good and sufficient consideration in the form of forbearance to enforce or claim rights under existing law.

ARTICLE VI. MISCELLANEOUS

- 6.1 Use Limitations: The Owner intends to subdivide the Property into two (2) lots. If the Property is subdivided, the Owner agrees that only one (1) single family dwelling and associated accessory uses will be permitted on one lot, and one (1) duplex and associated accessory use(s) on the other. This Agreement will not be affected by any future Code changes.
- 6.2 Successors and Assigns: This Agreement shall inure to the benefit of the City, the Owner, and each of their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property and all portions thereof, and is binding on all Parties to this Agreement as well as their respective heirs, successors and assigns.

- 6.3 No Waiver: In the event that either or both of the Parties, or their respective successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by the City, the Owner, or any successor or assign, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- 6.4 Partial Invalidity: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect, it being the intent that this Agreement shall be enforceable to the greatest extent possible.
- 6.5 Entire Agreement: This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.
- 6.6 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 6.6 Recordation and Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the Parties merge into this Agreement. The Parties agree that this Agreement shall only be amended by a writing signed by both Parties. The Parties agree that this Agreement shall not be amended by a change in any law. The Parties agree this Agreement is not intended to replace any other requirement of City Code.
- 6.7 Compliance with applicable laws: The Owner agrees to comply with all applicable Federal, State, and local laws and regulations.
- 6.8 Venue, Jurisdiction, and Governing Law: If legal action is initiated, it shall be brought in Kootenai County, Idaho. Idaho law shall govern and all disputes.

6.9 Enforcement - Attorney's Fees: Should either Party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing Party will be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and the Richard and Susan Bennett Living Trust has caused the same to be executed by its duly authorized agent on the day and year first above written.

CITY OF COEUR D'ALENE

**RICHARD AND SUSAN BENNETT
LIVING TRUST**

By _____
James Hammond, Mayor

By _____
Richard Bennett, Trustee

By _____
Susan Bennett, Trustee

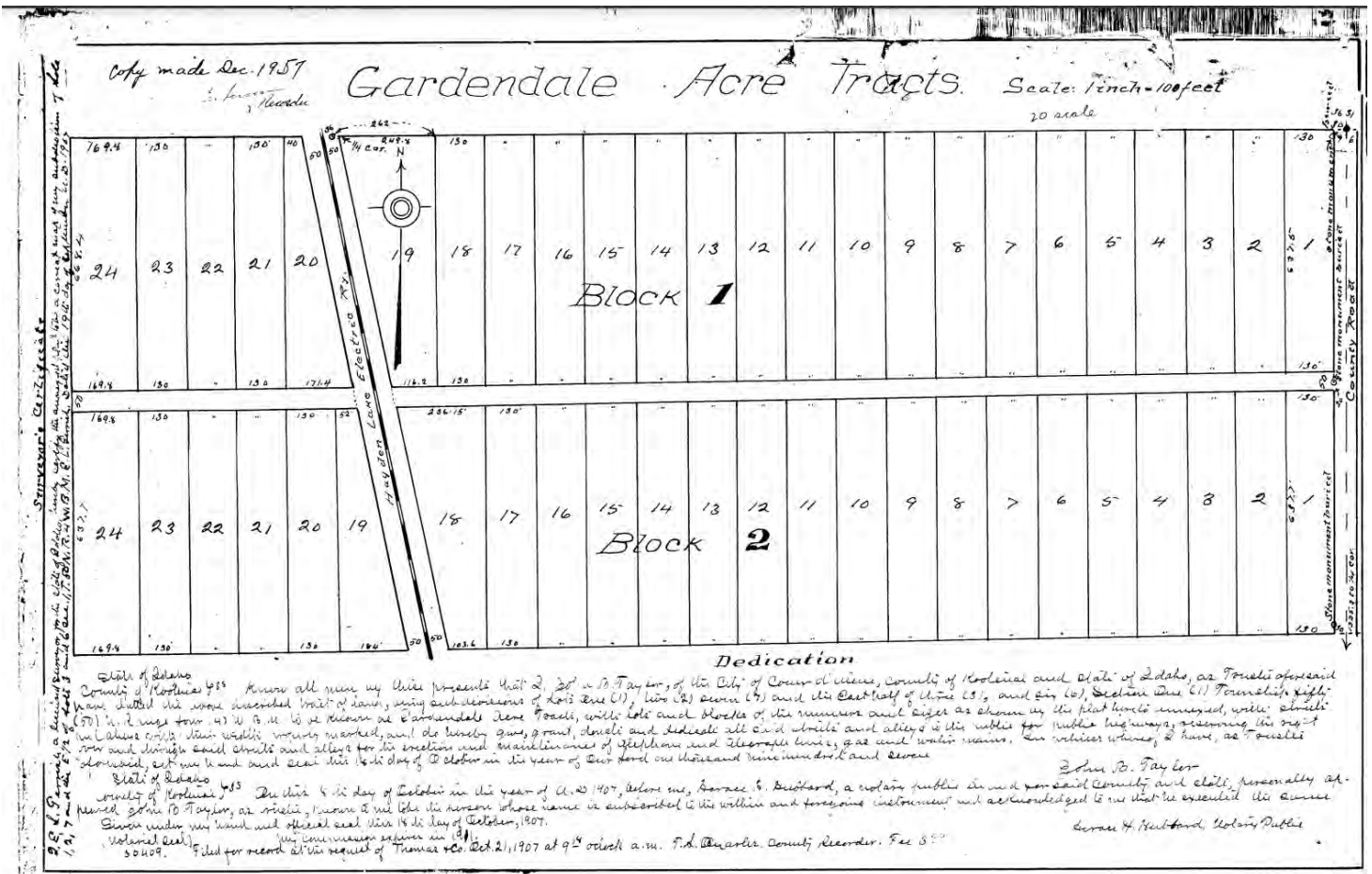
ATTEST:

Renata McLeod, City Clerk

EXHIBIT "A"
(Legal Description & Map)

The South 306.25 feet of lot 13 in Block 1 of GARDENDALE ACRE TRACTS, according to the official plat thereof, filed in Book B of Plats at Page(s) 145 official records of Kootenai County Idaho.

Gardendale Acre Tracts:



Subject Property (1095 E. Timber Ln.):

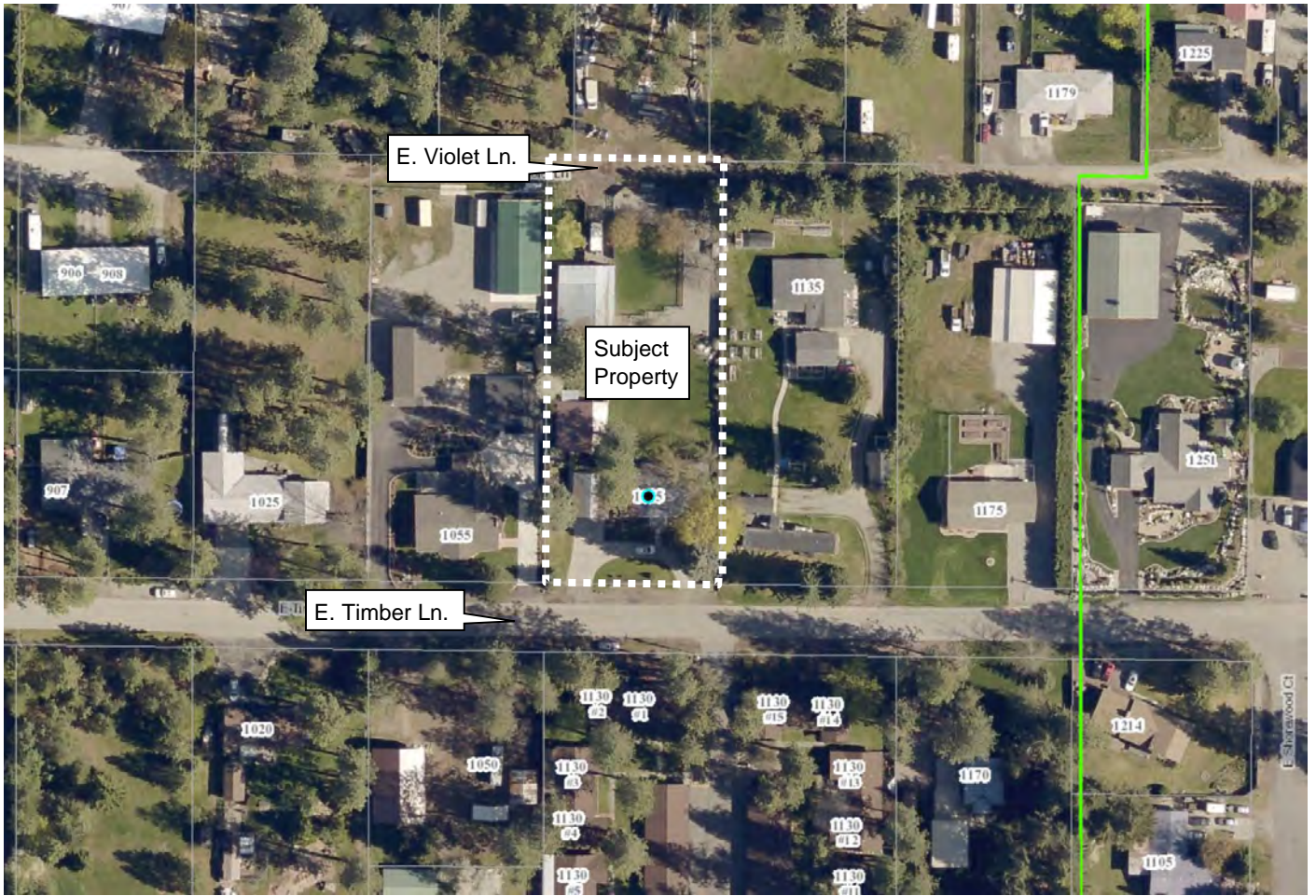


EXHIBIT “B”

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER
ZC-2-22**

A. INTRODUCTION

This matter having come before the Planning Commission on, November 8, 2022, and there being present a person requesting approval of ZC-2-22 , a request for a zone change from R-3 to R-8 zoning district

APPLICANT: RICHARD AND SUSAN BENNETT

LOCATION: PROPERTY EAST OF HONEYSUCKLE DRIVE, WEST OF E. SHOREWOOD COURT, ON TIMBER LANE COMMONLY KNOWN AS 1095 E. TIMBER LANE IN GARDENDALE ACRE TRACTS

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

The Planning Commission adopts Items B1 to B7.

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Urban Neighborhood Place Type
- B3. That the zoning is R-3
- B4. That the notice of public hearing was published on, October 22, 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, October 28, 2022 ,which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on November 8, 2022.
- B8. That this proposal is in conformance with the Comprehensive Plan policies 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.

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.

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on input from staff stating that Hoffman water will serve the area.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the property is flat and no major issues. We will take the easement issue out of it since it will come up during reviews.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the applicant is dedicated to the area and wants to enhance the property. She added that there will be limited traffic with the addition of three units and would recommend R-8 zoning that is compatible with the neighborhood

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RICHARD AND SUSAN BENNETT for a zone change, as described in the application should be approved.

- 1. We will direct staff to provide a Development Agreement to allow one -single family dwelling and one duplex on this specific lot.

Motion by Fleming, seconded by McCracken, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes

Motion to approve carried by a 7 to 0 vote.



CHAIRMAN TOM MESSINA

EXHIBIT “C”

Conditions of Approval

All modification requests are adhered too, as stated below:

- Maximum density for principal use(s) subject to future division of subject property:
 - If the subject property is subsequently divided following zone change approval, the maximum lots shall be two (2).
 - On one lot, a single-family dwelling and allowed accessory uses
 - On the second lot, a duplex and allowed accessory uses
- If the property remains a single parcel, a maximum of one duplex, or, one single-family home w/ an ADU is allowed.
- All vehicular access to/from E. Violet Lane shall be terminated for existing uses and no future access to Violet shall be granted.

Prior to acceptance of a building permit, the owner shall provide proof of the location of the pipeline and easement limitations from the utility. Any proposed site plan must show the full extent of the easement for staff review.

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 21, 2023

**FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR, AND
HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR**

**SUBJECT: O-1-23 - AMENDMENTS TO MUNICIPAL CODE CHAPTER 17.08,
ARTICLE X, ENTITLED SHORT-TERM RENTALS**

=====

DECISION POINTS:

- Should the Council adopt amendments to Chapter 17.08, Article X, of the Municipal Code, repealing M.C. § 17.08.1030(G) which provides a permit exemption for STR's rented fewer than 14 days in a year, and amending M.C. § 17.08.1050(B), to provide that violations for operating without a permit will have civil penalties (set by Resolution) of: \$1,000.00 for the first offense, \$2,000.00 for the second, and \$5,000.00 for the third?
- To allow only renewals for existing permits, with no issuance of new permits while data from Granicus is obtained and analyzed, and the committee works on further code amendments, with stakeholder input?

HISTORY: Idaho Code allows local governments to implement reasonable regulations in order to protect the integrity of residential neighborhoods. The City adopted regulations on December 5, 2017, noting that the Code would need to be revisited after some time to see if amendments were needed. Since that time, City staff has been requested to research and recommend amendments to the Short-Term Rental Code and the City has hired Granicus, Inc., to conduct research, assist with monitoring and enforcement throughout the year, and operate a 24/7 complaint hotline. The desired data points have not yet been provided to the City by Granicus and the March 1, 2023; renewal deadline is fast approaching.

At the time of the October 24, 2022, Joint Workshop with the Planning Commission and City Council, there were 453 STR permits issued, with an estimate of between 840 and 1,200 total vacation rentals existing within the Coeur d'Alene city limits. After the Joint City Council/Planning Commission meeting, the City established an internal ad hoc committee to discuss how to proceed. This group included staff, three (3) Planning Commission members, and three (3) City Council representatives. The group agreed that any substantial changes should come forward after the research and data points were received from Granicus. As of February 6, the City has issued 558 STR permits (with 105 permits being issued in the last 3 months) and expects the demand for additional short-term rental permits to grow in future years. Therefore, the ad hoc internal committee made the following recommendations for the March 1 renewal date:

- Code Amendments: Repeal the 14-day exemption, and increase penalties for non-permitted STR's.
- Renewals: Current licenses as of February 21, 2023, can be renewed for one (1) year. Some permittees have expressed that they may not renew and others may come in over the next few weeks, so the renewal fee was estimated based on 453 permits continuing (our end of October number).
- Fees: Fee increase for renewals to \$180.00 to cover staff costs and the Granicus contract.
- New Permits: Enactment of a pause on new permits effective February 21, 2023, until Granicus data is received and analyzed, stakeholder meetings are held, and new/amended code sections are developed to protect the integrity of residential neighborhoods.

Please note that City Council has not yet determined if there will be a maximum number of permits, how future permits will be reviewed or renewed, and/or whether to impose any other fees associated with the program such as inspections. Therefore, any additional fees would need to come forward through another public hearing.

The City has conducted public outreach, meetings, and accepted public comments throughout this year. Specifically, there have been 15 local media pieces regarding the City's desire to amend the Code since August 20, 2022, eight (8) public meetings were held, a presentation to the Coeur d'Alene Regional Realtors followed by Questions and Answers, and 163 written comments received. Staff will continue to conduct outreach and host stakeholder meetings as information becomes available, and continues to receive written comments.

The Planning Commission held a public hearing on February 14, 2023, accepted public testimony and recommended approval of the proposed code amendments. Additionally, they expressed support of the moratorium on new permits, issuance of renewal permits, and fee increase for renewals.

FINANCIAL ANALYSIS: Fees are intended to cover the costs of the program, including the contract with Granicus, enforcement, and staffing time required to administer the permits.

PERFORMANCE ANALYSIS: In order to provide clarity with respect to the March 1, 2023, renewal deadline, staff is seeking approval to allow renewal of current permits and to pause the issuance of new permits so that no new permits would be issued after February 21, 2023, until adoption of further amendments or direction from Council is received. Pausing permits will allow staff and the ad hoc internal committee time to receive and analyze the data from Granicus, identify any areas of the City (such as specific neighborhoods/blocks) that may be saturated with short-term rentals, and collect information from the 24/7 hotline to better understand neighborhood impacts. If new permits are issued prior to analyzing the data from Granicus, there could be increased impacts on neighborhoods, especially in saturated areas. Pausing new permits through a moratorium and allowing only renewals in 2023 would help provide time to analyze the impacts, and work with stakeholder groups and the ad hoc committee to develop further code amendments.

The pause is necessary in order to protect neighborhood integrity because the actual number of short-term rentals operating in the City could be upwards of 1,200 units. The current permits have saturated some of the neighborhoods and residential blocks. The impacts of short-term rentals need to be evaluated further with the Granicus data and results of the 24/7 hotline to understand neighborhood impacts. Additionally, it is staff's desire to begin stakeholder meetings after the Granicus data is mapped and to work on developing further proposed code amendments within six months, giving permit holders another six months to know how any new codes may affect them at the renewal timeline of March 2024.

As noted above, Idaho Code allows reasonable regulations in order to protect the integrity of residential neighborhoods. Many states have implemented standards, such as a total cap on permits, spacing requirements, or percentage caps in areas/neighborhoods/blocks that have experienced saturation resulting in a loss of neighborhood integrity. Many communities and states across the U.S. and world are now modifying their original ordinances with reasonable regulations that better protect neighborhood integrity. It is the desire of staff to work with Granicus, the ad hoc committee, and stakeholders to research actual data and impacts of short-term rentals in Coeur d'Alene, research other communities' ordinances, and present future proposals for Code amendments that find balance and ensure neighborhood integrity is preserved and restored. Staff and the ad hoc committee aim to bring forward further proposed code amendments within the next six months.

DECISION POINT/RECOMMENDATION:

- Approve **Council Bill No. 23-1003**, approving amendments to Chapter 17.08, Article X, of the Municipal Code, repealing M.C. § 17.08.1030(G) which provides a permit exemption for STRs rented fewer than 14 days in a year, and amending M.C. § 17.08.1050(B), to provide that violations for operating without a permit will have civil penalties (set by Resolution) of: \$1,000.00 for the first offense, \$2,000.00 for the second, and \$5,000.00 for the third.
- Approve **Resolution No. 23-016**, authorizing a moratorium to allow only renewals for existing permits, with no issuance of new permits for the permit year of 2023-2024; while data from Granicus is obtained and analyzed, and the committee works on further code amendments, with stakeholder input.



Short Term Rental

February 21, 2023



Idaho Code

67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto.

(2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.



Purpose

From the 2017 Staff report:

The purpose of this Article is to establish regulations for the use of Residential Dwellings as Short-Term Rentals to safeguard the public health, safety and general welfare, to protect the integrity of the City's neighborhoods, to establish a system to track the Short-Term Rental inventory in the City, to ensure compliance with local performance standards, to provide a means of contact for the Responsible Party of a Short-Term Rental, to establish a Good Neighbor Policy for Occupants of Short-Term Rentals and their guests, and to allow private property owners the right to fully and efficiently utilize their property without undue regulation or interference.



Tonight's Action Items

To take public testimony and approve or deny the following:

- Code Amendments via this hearing
- Fee increase – under separate hearing
- Moratorium – Resolution, not a hearing



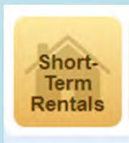
History of Outreach

- 15 Media pieces since August 20, 2022
- 8 Public City Meetings (including tonight); 5 of which included public comment opportunity
- Outreach includes updates to the website, online complaint form, a Presentation to the Board of Realtors and several direct emails to all permit holders/stakeholders this year (400-500).



PUBLIC COMMENT

- 163 written comments since August 1, 2022 (some duplicates)
- Comments at City Council meetings
- Two public hearings; today and February 21, 2023



[CLICK HERE](#) for a link to correspondence received August 1 through October 21, 2022.

[CLICK HERE](#) for a link to correspondence received October 22 through October 31, 2022.

[CLICK HERE](#) for a link to correspondence received November 1 through November 30, 2022

[CLICK HERE](#) for a link to correspondence received December 1, 2022, through January 31, 2023.



Permit Year 2021-2022 City Stats

- 22,000 Residential Units
- ~~558~~ 567 Permits Have Been Issued for 2022
- 3.9% of Housing Stock is Being Used as STRs (based on 864 unique STR unit estimate)
- 5.5% of Housing Stock in Neighborhoods South of I-90 Have STR Permits

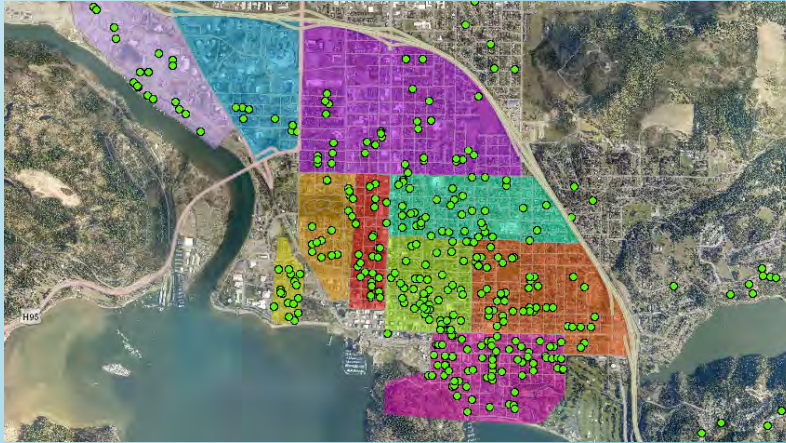
Concentration:

- Some Blocks Have 40-50% of Homes as STRs (only verified by legal units as unpermitted units are unknown)

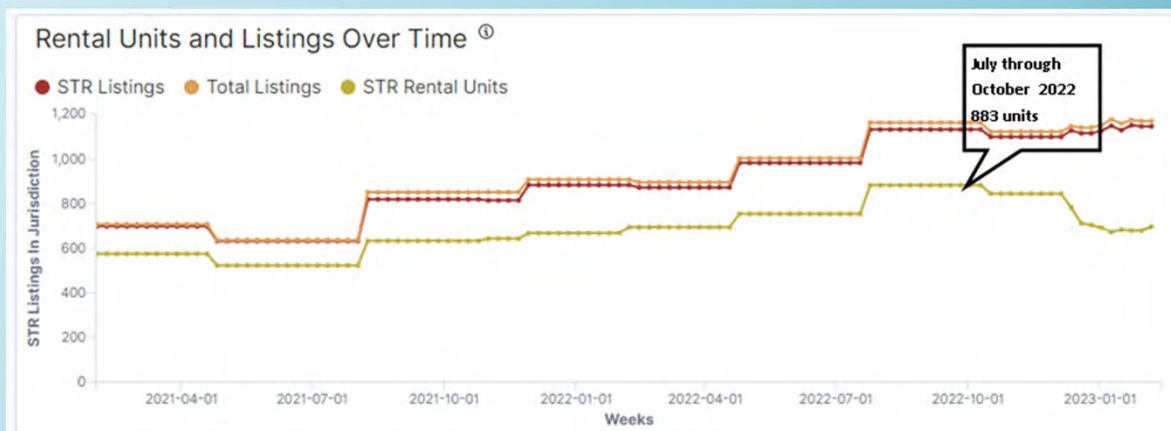


Concentration Examples

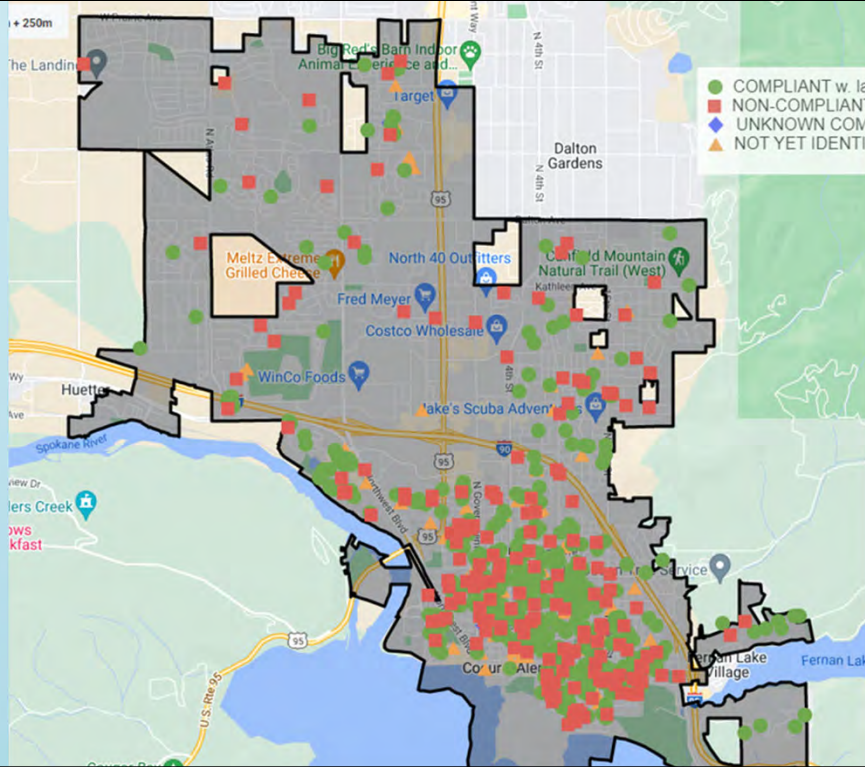
Concentration is a concern as it affects neighborhood integrity and sense of community. A buffer/proximity restriction is an option to preserve neighborhoods and the residential nature of a neighborhood.



History of Units



Preview of current Granicus data; 91% complete



Permit Growth

Ordinance 3594 adopted December 5, 2017



Permit Growth

Since the August 22, 2022 GS/PW presentation
169 additional permits have been issued; 48
since the January 20, 2023 Press release



Internal Ad Hoc Committee

- Discussed the fees and recommended all program costs should be covered by the program; recommended fee increase to cover Granicus contract cost
- Recommended the City adopt new progressive violation system for non-permitted STR's
- Recommended that the 2022 annual permits be renewable with no additional permits issued after February 21, 2023, setting a cap at the current number of permits.



Violations/fees

- As of February 6, 2023: 541 legally permitted STR's (567 as of today)
- Renewal fee currently \$96.00 = staff is recommending it be set at \$180.00.
- * This fee includes staff time to process applications; verify information; Granicus services (\$38,093.87) which includes a complete list of STR's (including contact information); the 24/7 hotline; and year-long monitoring of STR's.



OTHER CITIES ARE LOOKING AT REVISED REGULATIONS

The collage includes several documents and news items:

- Resolution No. 2022-37**: A resolution from the Board of County Commissioners of Summit County, Colorado, imposing a temporary moratorium on the submission, acceptance, processing, and approval of any application for a license or other land use approval related to the operation of a short-term rental, a short-term vacation rental, or any other type of commercial lodging operation in the STR Neighborhood Overlay Zone of Unincorporated Summit County.
- Idaho Capital Sun**: A news article titled "It's a challenge: Short-term rental issues plague a small Idaho town near Yellowstone" with a sub-headline "Building administrative caseloads, GDP's competitor with county persisting".
- County of Santa Cruz**: A webpage from the Planning Department titled "Vacation Rentals" which states that the moratorium on new vacation rental permits is now lifted and that the Board of Supervisors approved amendments on January 26, 2021.
- Other documents**: A document titled "Short-term rental cap for Palm Springs?" and another from the City of Union County regarding a moratorium on short-term rentals.



Recommendations

- Repeal 17.08.1030(G) – removing 14 day exemption
- Amend 17.08.1050 – to amend the penalty section to clarify non-permitted STR penalties
 - *Set by separate resolution:* Violation penalties for non-permitted STR's will be as follows: \$1,000 for the first offense, \$2,000 for the second, and \$5,000 for the third (set by Resolution of the Council)



Next Steps

- Gather information on concentrated zone
- Hold stakeholder meetings and input
- Continue to meet with the Ad Hoc Committee
- Develop Code for Council consideration
- Implement new code, open new permits under new regulations.



Action Tonight

Recommend amendments to Chapter 17.08, Article X

- Repeal M.C. § 17.08.1030 (G) which allows a 14-day exemption for permits,
- Amend M.C. § 17.08.1050 (B) Penalties, to clarify violation for operating without a permit will have the following civil penalties (set by Resolution)
 - * *By Resolution of the Council: \$1,000.00 for the first offense, \$2,000.00 for the second, and \$5,000.00 for the third.*
- Separate hearing; authorize fees as proposed
- Authorize moratorium for new permits and only authorizing renewals for existing permit holders for March 2023 – March 2024.



Questions?



ORDINANCE NO. 3715
COUNCIL BILL NO. 23-1003

AN ORDINANCE PROVIDING FOR THE REPEAL OF SECTION 17.08.1030(G), ENTITLED “PERMIT REQUIRED” OF THE COEUR D’ALENE MUNICIPAL CODE AND THE AMENDMENT OF SECTION 17.08.1050, ENTITLED “VIOLATIONS; PENALTIES” OF THE COEUR D’ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d’Alene that said amendment be adopted;

NOW, THEREFORE,

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

SECTION 1. *That section 17.08.1030(G) of the Coeur d'Alene Municipal Code be repealed.*

SECTION 2. *That a new section, 17.08.1050 be amended as follows:*

A. Violations:

1. It is unlawful for any responsible party to offer for rent a short-term rental or to operate a short-term rental without a City permit.
2. It is a violation of this article if a responsible party, or an occupant or guest knowingly and willfully violates any provision of this article.

B. Penalty:

1. For a first offense, the violator shall be subject to a civil penalty in an amount established by resolution of the City Council.
2. For any subsequent offense, the violator shall be subject to a misdemeanor, pursuant to section 1.28.010 of this Code.

3. For violations of operating without a permit, the Responsible Party shall be subject to progressive civil penalties as established by resolution of the City Council. For the fourth or any subsequent violation for operating without a permit, the Responsible Party or parties shall be subject to a misdemeanor citation.

34. In addition to any other remedy or procedure authorized by law, for three (3) or more violations of or failure to comply with any of the standards of this article in a calendar year, the City Clerk or his/her designee may revoke any or all of the ~~owner's Responsible Party or parties'~~ permits and, in addition, may order that no new permit shall be issued for up to three (3) years pursuant to the following procedures.

a. Prior to the revocation of any permit or the denial of a permit for repeated violation of the provisions of this article, written notice of the reasons for such action shall be served on the ~~owner and/or Responsible Party or parties~~ in person or by certified mail at the address on the permit application. Revocation shall become final within ten (10) days of service unless the ~~owner and/or Responsible Party or parties~~ appeals the action. The ~~owner and/or Responsible Party or parties~~ shall provide ~~the a notice of~~ appeal in writing to the City Clerk or his/her designee within ten (10) days of receipt of the notice ~~of revocation or denial~~. The written notice of appeal must state the reasons for the appeal and the relief requested.

b. Should the ~~owner and/or Responsible Party or parties request file an~~ notice of appeal within the ten (10) day period, the City Clerk or his/her designee shall notify the ~~owner and/or Responsible Party or parties~~ in writing of the time and place of the hearing.

c. Appeals shall be heard by a neutral Hearing Officer designated by the City.

d. ~~For good cause shown, the Hearing Officer may affirm or reverse the decision to revoke a permit.~~ The Hearing Officer may affirm, reverse, or modify a decision to revoke a permit or deny a new permit upon a showing of good cause.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 6. After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 21, 2023.

APPROVED, ADOPTED and SIGNED this 21st day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3715
Repealing Section 17.08.1030(G) of the City Code; and
Amending Section 17.08.1050 to the City Code

AN ORDINANCE PROVIDING FOR THE REPEAL OF SECTION 17.08.1030(G), ENTITLED "PERMIT REQUIRED" OF THE COEUR D'ALENE MUNICIPAL CODE AND THE AMENDMENT OF SECTION 17.08.1050, ENTITLED "VIOLATIONS; PENALTIES" OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3715 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. 3715, Amending section 17.08.1050 of the Coeur d'Alene Municipal Code, and providing for the repeal of the section 17.08.1030(G) of the Coeur d'Alene Municipal Code, 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 21st day of February, 2023.

Randall R. Adams, City Attorney

MEMORANDUM

DATE: FEBRUARY 21, 2023
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: FEE INCREASES AND CIVIL PENALTIES

DECISION POINT: To approve fee amendment and civil penalties as proposed within the Parks and Recreation, Planning, and Water Departments.

HISTORY: The City is required to hold a public hearing for proposed fee increases in excess of five percent (5%) pursuant to Idaho Code 63-1311A. While some of the fees listed below are increasing less than 5%, are simply being clarified, and/or are removed entirely, and therefore are not required to be included in the public hearing, it is staff’s desire to keep all changes together for ease of tracking. In addition, the civil penalties for operating without an STR permit are not “fees” subject to the 5% rule, but are required to be adopted by resolution of Council. Therefore, they are included in this proposed Resolution. The following is an explanation of the changes for each department and the proposed fees. *Please note that crossed out items are being deleted while underlined items are the proposed fees and text.*

PARKS AND RECREATION: The department has experienced an increase in costs related to staffing, equipment repair/maintenance and recreational program t-shirt costs. To clarify the change in fee for gazebos and pavilions, the department has changed from renting two times per day to one per day. For example, if the previous fee was \$150.00 per ½ day rental, the new fee would be \$250.00 for a resident and \$300.00 for a non-resident for a whole day rental. This policy has changed due to the difficulty of managing two different groups per day and staffing.

PARKS/RECREATION:

CEMETERY

Cemetery Lots

Adult – Lots	\$1,310.00	<u>1,400.00</u>
Adult – Riverview Sections T&U	\$1,050.00	<u>1,100.00</u>
Forest Cremains Lot (Single)	\$ 700.00	<u>800.00</u>
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<u>Niche</u>		
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Replacement Door – Single	\$ 100.00	<u>150.00</u>
Replacement Door – Double	\$ 200.00	<u>250.00</u>

Opening and Closing – Casket Interment

Adult

Weekdays to 3:00 p.m.	\$ 550.00	<u>600.00</u>
Weekdays after 3:00 p.m.	\$ 650.00	<u>700.00</u>
Saturdays	\$ 750.00	<u>800.00</u>
Holiday	\$ 785.00	<u>850.00</u>

Opening and Closing – Ground Cremain

No Attendance – Weekday	\$ 200.00	<u>250.00</u>
With Attendance – Weekday to 3:00 p.m.	\$ 350.00	<u>400.00</u>
With Attendance – Weekday after 3:00 p.m.	\$ 550.00	<u>600.00</u>
With Attendance – Saturday	\$ 700.00	<u>750.00</u>
With Attendance- Holiday	\$ 700.00	<u>800.00</u>

Opening & Closing-Niche Cremain

No Attendance-Weekday		<u>\$200.00</u>
With Attendance-Weekday (to 3 pm)		<u>350.00</u>
With Attendance-Weekday (after 3 pm)		<u>550.00</u>
With Attendance-Saturday		<u>700.00</u>
Adult-Holiday		<u>750.00</u>

Other

Door Removal for Nameplate

or Inscription	\$ 80.00	<u>100.00</u>
Plaque Installation	\$ 80.00	<u>100.00</u>
Stone Inspection	\$ 100.00	<u>125.00</u>
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Niche vases must be approved by Cemetery		
Nameplates		
Standard	\$ 210.00	<u>250.00</u>
Large (4"x7")	\$ 315.00	<u>355.00</u>
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CITY PARK USE AND OTHER CITY PROPERTY

Daily Fees:

Park Gazebo-Cd' A Residents	\$100.00	<u>150.00</u>
Park Gazebos –Non-Cd' A Residents	\$150.00	<u>200.00</u>
City Park Bandshell: Cd' A Residents	\$150.00	<u>250.00</u>
City Park Bandshell: Non-Residents	\$200.00	<u>350.00</u>
Riverstone Amphitheater: Cd' A Residents	\$150.00	<u>250.00</u>
Riverstone Amphitheater: Non-Residents	\$200.00	<u>350.00</u>

McEuen Pavilion: Residents	\$150.00 per time block	<u>\$250.00</u>
McEuen Pavilion: Non-Residents	\$200.00 per time block	<u>\$350.00</u>
Staff Monitoring —per Event	\$ 35.00/hour	<u>\$ 50.00/hour</u>
Refundable Deposit (<u>Picnic Shelter, small event</u>)	\$100.00	
Refundable Deposit (<u>Events with tents, canopies, amplification, gate/vehicle access or vendors, or 100+ people</u>)		<u>\$500.00</u>
<u>Permit Cancellation Fee</u>		<u>\$ 25.00</u>

Large Events:

Liability Insurance	\$ 500,000.00	<u>\$1 Million</u>
Event Non-food Booth (not to exceed 10x10)	\$15.00	<u>\$ 25.00/ea.</u>
Event Food Booth/ <u>Amusement Equip</u> (not to exceed 10x20)	\$35.00-	<u>\$ 50.00/ea.</u>

Tennis Court Rental

Tennis Court Rental (Non-profit groups)	\$15.00 per hour/per court	<u>\$30 per hour/per court</u>
Tennis Court Rental	\$25.00 per hour/per court	

JEWETT HOUSE WEDDING FEES

Wedding and event package	\$850	<u>\$1,000.00 (4 hrs)</u>
Event per hour	\$250	<u>300.00</u>
Event Deposit	\$500	<u>1,000.00</u>
Porta-Potty Fee	\$75	<u>105.00</u>

RIVERSTONE/CITY PARK/MCEUEN/ALCOHOL PERMIT FEES

Security Permit (\$25 <u>\$30/hr.; 4 hr. min.</u>)	\$100.00 <u>120.00 (\$30 per hour)</u>
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Activity	City Resident	Non-Resident
YOUTH:		
Softball	\$20.00 <u>25.00</u>	\$30.00 <u>35.00</u>
Basketball	\$30.00 <u>40.00</u>	\$35.00 <u>45.00</u>
K/1st/2nd Basketball	\$30.00 <u>35.00</u>	\$35.00 <u>40.00</u>
Sr. Boys Basketball	\$30.00 <u>40.00</u>	\$35.00 <u>45.00</u>
Baseball	\$20.00 <u>25.00</u>	\$30.00 <u>35.00</u>
Flag Football	\$20.00 <u>25.00</u>	\$30.00 <u>35.00</u>
Kids Craft Classes	\$40.00 <u>50.00</u>	\$40.00 <u>50.00</u>
Golf Lessons	\$45.00 <u>50.00</u>	\$45.00 <u>55.00</u>
Soccer	\$20.00 <u>25.00</u>	\$30.00 <u>35.00</u>
Swim Lessons (McGrane Center)	\$45.00 <u>55.00</u>	\$45.00 <u>55.00</u>
Tennis Lessons	\$35.00 <u>45.00</u>	\$40.00 <u>50.00</u>
Basketball Camp	\$35.00 <u>40.00</u>	\$40.00 <u>45.00</u>
Volleyball Camp	\$35.00 <u>40.00</u>	\$40.00 <u>45.00</u>
Wrestling Camp	\$35.00 <u>40.00</u>	\$35.00 <u>45.00</u>
Mini Kickers	\$35.00 <u>40.00</u>	\$40.00 <u>45.00</u>

LEAGUE FEES:

	Flat fees	
Leagues		
Softball		
Men/Women	\$715.00	<u>745.00</u>
Coed	\$715.00	<u>745.00</u>
Church/Seniors/Fall Coed	\$560.00	<u>590.00</u>
Fall Seniors	\$560.00	<u>590.00</u>
Basketball League		
Winter	\$565.00	<u>600.00</u>
Spring	\$385.00	<u>420.00</u>

SPONSORSHIP FEES:

Youth Sponsorship	\$145.00	<u>165.00</u>
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OTHER FEES:

Field Lighting	\$40.00	<u>50.00/hour</u>
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PLANNING: The fee for a Short-Term Rental permit renewal should be increased to cover the cost associated with the use of a host compliance agency, all three modules (property owner identification; monitor compliance, and host the 24/7 hotline) in the amount of \$38,093.87.

Short-Term (Vacation) Rental Permits 1st year:		\$285
Short-Term (Vacation) Rental Permits Renewals:	\$96	<u>\$180</u>
Violations/Civil Penalty <u>(except for operating without a permit):</u>		\$100
<u>Violations/Civil Penalty for operating without a permit:</u>		

First Offense	\$1,000/ per violation
Second Offense	\$2,000/ per violation
Third Offense	\$5,000/ per violation

WATER DEPARTMENT: The Water Department proposes fees related to water hookup fees at the December meeting. Unfortunately, there was an error in crossing out a 1” or less line fee and the 2” or less fee was reverted to a prior fee schedule. Therefore, this request is to clear up an error made in December to bring the fees back to the prior rate, as previously approved by Resolution No. 21-042, as no changes should have occurred to these items.

SCHEDULE 3

WATER HOOKUP FEES (Only due if City installs Service)

(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

METER SIZE	HOOKUP FEE	ASPHALT CUT
1" or less	<u>\$2895.00</u>	\$1000.00
2" or less	\$5445.00 <u>\$6220.00</u>	\$1000.00

FINANCIAL: The fees will cover city costs; no revenue is projected.

DECISION POINT/RECOMMENDATION: To approve fee amendment as proposed within the Parks and Recreation, Planning, and Water Departments.



Fee Increases

Pursuant to Idaho Code 63-1311A: New fees and increases in excess of 5% must be approved by a Resolution and a Public Hearing.



PARKS AND RECREATION

- ▶ The department has experienced an increase in costs related to staffing, equipment repair/maintenance and recreational program t-shirt costs. These cost affect fees associated with cemetery lots/cremains, use of gazebos, and events, in addition to sports.

PLANNING

- ▶ The fee for a Short-Term Rental permit should be increased to cover the cost associated with the use of a host compliance agency three modules contracted by the City. Additionally, to add violations for non-permitted STR's, outside of the current civil penalty.



WATER

- ▶ The Water Department proposed fees at the December hearing, unfortunately one section was presented incorrectly, this action will place the water hook up fees back to the prior fee.



DECISION

- ▶ Accept Public Comments
- ▶ Approve Resolution No. 23-015; Approving fee amendment as proposed within the Parks and Recreation, Planning, and Water Departments.



RESOLUTION NO. 23-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES AND CIVIL PENALTIES PURSUANT TO IDAHO CODE §§ 63-1311 AND 63-1311A.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services and civil penalties provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees and civil penalties are necessary, all as set forth in the attached Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the proposed fees and civil penalties are reasonably related to, and do not exceed, the actual cost of the services rendered; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following new and adjusted fees and civil penalties shall be established;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the fees and civil penalties, as set forth in the attached Exhibit "A" are hereby adopted, effective immediately.

DATED this 21st day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

PARKS/RECREATION:

CEMETERY

Cemetery Lots

Adult – Lots	\$1,310.00	<u>1,400.00</u>
Adult – Riverview Sections T&U	\$1,050.00	<u>1,100.00</u>
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Refundable Deposit			<u>\$500.00</u>
<u>(Events with tents, canopies, amplification,</u>			
<u>gate/vehicle access or vendors, or 100+ people)</u>			
Permit Cancellation Fee			<u>\$ 25.00</u>

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