

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

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.

NOTE: The City is utilizing Governor Little's Stage 4 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing guidelines of 6' within the physical meeting room, and limiting seating, seating will be first come first serve. The meeting can be viewed live through Facebook live and/or the City's YouTube channel or on Spectrum Cable Channel 1301. The meeting is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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 F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

September 21, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Chris Lauri Anthem CDA 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.

E. PRESENTATIONS:

1. Proclaiming September 21, 2021, as Aging Out of Foster Care Awareness Day.

Accepted by: Marie Widmyer and Mollie Allen

2. The Counterfeit Pill Public Health Threat.

Presented by: Rafael Gonzalez, Jr. Acting US Attorney

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

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

G. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor Appointment** – Susan Weathers and Ben Wolfinger to the Personnel Appeals Board, Councilmember Wood to the Sick Leave Council, and Dixie Reid to the Civil Service Commission.

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 September 7, 2021 Council Meeting.
2. Approval of the General Services/Public Works Committee Minutes from September 13, 2021.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee meeting for Monday, September 27, 2021 at 12:00 noon.
6. **Resolution No. 21-058** -
 - a. Approval of a One-Year Extension to the Current Police Association Agreement
 - b. Declare Used Police Vehicles to be Surplus and Authorize the Sale at Auction

As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. Wastewater 2018 Facility Plan Update

Staff Report by: Mike Anderson, Wastewater Director

2. Authorization of staff to renegotiate refinancing of Wastewater Fund Debt in the amount of 40,000,000.00.

Staff Report by: Troy Tymesen, Finance Director

3. **Resolution No. 21-059** – Approval of a Contract with Celeste Cooning for public art at the 4th Street Parking Garage.

Staff Report by: Troy Tymesen, Finance Director

J. PUBLIC HEARING:

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

1. (Legislative) Fiscal Year 2020-2021 Annual Appropriations Ordinance Amendment for Fiscal Year beginning October 1, 2020 through September 30, 2021.

Staff Report by: Vonnie Jensen, Comptroller

- a. **Council Bill No. 21-1022-** Approving Fiscal Year 2020-2021 Annual Appropriations Amendment
2. (Quasi-judicial) - ZC-6-21- A proposed zone change from R-12 to C-17; located at 455 W. Cherry Lane; Applicant: CDA Enterprises, LLC.

Staff Report by: Tami Stroud, Associate Planner

- a. **Council Bill No. 21-1023** – Approving ZC-6-21 - A Proposed Zone Change at 455 W. Cherry Lane from R-12 to C-17.
3. (Quasi-judicial) – A-3-21 -A proposed 4.18 acre annexation from County Commercial to C-17; located at 3525 W. Seltice; Applicant: Kootenai Youth Rec, Vince Hughes.

Staff Report by: Mike Behary, Associate Planner

J. ADJOURNMENT

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



Coeur d'Alene CITY COUNCIL MEETING

September 21, 2021

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

PRESENTATIONS

PROCLAMATION

WHEREAS, More than 23,000 children age out of the United States foster care system every year. Only 1 out of every 2 foster kids who age out of the system will have some form of gainful employment by the age of 24; and

WHEREAS, Uncertainty, a lack of healthy and stable relationships with adults, and the risk of abuse within foster care leaves many children with untreated PTSD after leaving the system; and

WHEREAS, After reaching the age of 18, 20% of kids who age out of foster care become *instantly homeless*; and

WHEREAS, Young people who age out of foster care without a permanent home are often at higher risk of entering the criminal justice system, and they may face greater challenges completing an education, obtaining high-quality health care, and securing gainful employment; and

WHEREAS, Children grow to become their best selves when they are surrounded by supportive families and caretakers who support foster youth and help them see a future of greater promise and hope; and

WHEREAS, The commitment and dependability of a family can provide foster youth with the confidence to write and control their own destiny; and

WHEREAS, When we create environments for all young people to grow and flourish and safely live our country is stronger; and

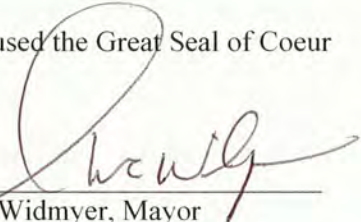
NOW, THEREFORE, I, Steve Widmyer, Mayor of Coeur d'Alene, Idaho, do hereby proclaim September 21, 2021 to be:

“AGING OUT OF FOSTER CARE AWARENESS DAY”

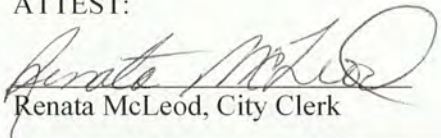
and encourage all Idahoans to observe this day by taking time to help youth in foster care and recognizing the commitment of all who touch their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 21st day of September, 2021.




Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

ANNOUNCEMENTS

Memo to Council

DATE: September 7, 2021

RE: Appointment to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the September 21, 2021, Council Meeting:

SUSAN WEATHERS	Personnel Appeals Board (Re-appointment)
BEN WOLFINGER	Personnel Appeals Board (Re-appointment)

A copy of the data sheets has been placed by your mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Melissa Tosi, Human Resources Director

Memo to Council

DATE: September 16, 2021

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the September 21, 2021, Council Meeting:

CHRISTIE WOOD

Sick Leave Bank Committee (Appointment)

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, Municipal Services
Melissa Tosi, Human Resources Director

Memo to Council

DATE: September 7, 2021

RE: Appointment to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the September 21, 2021, Council Meeting:

DIXIE REID

Civil Service Commission (Re-appointment)

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Melissa Tosi, Human Resources Director

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

September 7, 2021

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 September 7, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans) Members of Council Present
Dan Gookin)
Woody McEvers)
Kiki Miller)
Christie Wood)
Dan English) Arrived at 6:04 p.m.

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

INVOCATION: Pastor Mark McWhorter with the Church of the Nazarene provided the invocation.

PLEDGE OF ALLEGIANCE: Councilmember Gookin led the Pledge of Allegiance.

The Mayor proclaimed the week of September 17-23, 2021, as Constitution Week, which is celebrated nationally. He noted that September 17, 2021 marks the 234th anniversary of framing the constitution of the United States of America. The proclamation was accepted by Luella Elie Stilley; with the Lt. George Farragut Chapter of the Daughters of the American Revolution. She thanked the Mayor and Council for the proclamation.

PUBLIC COMMENTS:

Susan Snedaker, Coeur d'Alene, wanted to provide a comment on the annual budget prior to the hearing period. She believes this is the 19th time she has made budget comments and requests to the Council. Accomplishments noted include the Comprehensive Plan adoption prior to the end of the fiscal year and she asked when its contents will be disclosed as she believes this document will change the characters of the established neighborhoods. The plan notes that Core housing representatives were added to the process and she wondered who they are and what they are representing. Additionally, the CDA 2030 group is a non-profit whose books are not open to the public and she noted that she feels they have been given authority by the City which she believes makes it a shadow government. She noted that development impact fees have not been updated for 14 years. Mr. Tymesen stated that the city was waiting for the future Comprehensive Plan to be completed before they are updated. She also noted that years ago, the City approved a master plan for Person Field and only small improvements have been made. Year after year she asked when the remainder of the plan would be implemented. She requested that the Arts Commission

add a maintenance account, and hopes that the city would adopt a rotating sculpture garden. She feels that her commenting at hearings over the years are an exercise in futility, but are her responsibility as a citizen. After all these years, rarely does anyone else attend the meeting and comment on the budget. She hopes that by the next hearing the Council will ask more questions and make more efforts to get in touch with the public.

Don Mullan, Coeur d'Alene, spoke in support of assignment of the lease agreement for the seaplane. He noted that the 20th anniversary of September 11th is approaching and it reminds him how it has made airport access hard for kids and the public. Having a float plane at a public dock will help kids and adults see what aviation is like. He noted that there is a shortage of pilots and mechanics and this lease will help the public get interested in and understand more about aviation. He noted that Mr. Rogers has done a lot for the local aviation community by giving high school students education at the Hayden airport. Once the students get 10 hours of time in, the students get an actual flight time. Tourism is important to the community and this is a symbol of all outdoor activities.

ANNOUNCEMENTS:

Councilmember Miller stated the Historic Preservation Commission held a public open house and has submitted the plan to the state for review and they will be presenting it to the Council soon. The Regional Housing and Growth Issues Partnership group will be meeting on Monday, September 13, 2021.

Mayor Widmyer noted that the COVID situation is very unfortunate and we are at a point of critical care at Kootenai Hospital with 108 people in the hospital and 39 in ICU. He asked everyone to do their part to get through this.

CONSENT CALENDAR:

1. Approval of Council Minutes for the August 17, 2021, Council Meeting.
2. Approval of General Services/Public Works Subcommittee Minutes for August 23, 2021.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, September 13, 2021, at 12:00 noon.
5. Approval of a Cemetery lot repurchase:
 - a. Valerie Benecke, Lot 507, Block H, Section RIV in the Forest Cemetery Annex (Riverview)
 - b. Thomas and Kathleen Kurdy, Lot 09, Block 35, Section C of Forest Cemetery
 - c. Joyce Robinson, Lot 351, Block H, Section RIV, Forest Cemetery Annex (Riverview)
6. Final Plat Approval – SS-21-07 Wild Waters 1st Addition
7. Final Plat Approval – SS-21-08 Lucile Gardens
8. **Resolution No. 21-053 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: CONSENT FOR TRANSFER OF CONTROL OF MOBILITIE, INC., TO BAI COMMUNICATIONS, PURSUANT TO MOBILITIE'S FRANCHISE AGREEMENT WITH THE CITY; AND AGREEMENT WITH NORTH IDAHO COLLEGE (NIC) TO PROVIDE SCHOOL RESOURCE OFFICER (SRO) SERVICES FOR SCHOOL YEARS 2021 – 2023.**

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-053**.

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

RESOLUTION NO. 21-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ASSIGNMENT OF THE LEASE AGREEMENT WITH LUNT ENTERPRISES LLC FOR BAY 5 ON THE SOUTH SIDE OF THE CITY DOCK TO SCENIC ADVENTURE FLIGHTS LLC.

STAFF REPORT: City Administrator Troy Tymesen stated Brooks Seaplane had been leasing Bay 5 on the commercial dock and providing plane rides over the City of Coeur d'Alene's (City) region for over 30 years. He stated Shane Rogers was purchasing the business from Neil and Anne Lunt and wanted to carry on the tradition and is having a plan built for this service. Mr. Rogers had provided the City all necessary documents, including insurance, and is present to answer questions about assuming the lease assignment. He noted the City had an existing 5-year lease in place with Brooks Seaplane, commencing April 1, 2018, and ending March 31, 2023, and the lease allowed a five (5) year extension of the agreement if made in writing prior to September 1, 2022. He noted the assignment of the lease was for the remaining initial term, and the assignee would be entitled to request an extension. He stated the lease assignment did not change the terms of the original lease to Brooks Seaplane and that Mr. Rogers is available for questions.

DISCUSSION: Councilmember Miller questioned whether a lease can be sold as part of a business purchase, as there are no guarantees it would be extended. She also wanted to make sure the public was getting what they bargained for in regards to the plane size, flight school on the water, and night time flights. Mr. Tymesen noted that Brooks Seaplane was being sold with an SBA loan and there was a lot of review as to what would make good business sense including a lease. Mayor Widmyer clarified that the agreement would have language within the lease regarding assignments but the City would not be a party to the business negotiations. Mr. Gridley noted that it would be a business risk of the new owner that the lease may not be extended. Mr. Rogers noted that he does some aviation training at the airport in addition to the seaplane request. A sunset flight is the last flight of the day and they have to be down before the sun actually sets. He clarified that there have been sunset flights historically and so there will be no change in the flights offered. He will use the same flight pattern, flight schedule, and the same sized plane. He noted that there is a plane built in Sandpoint that would be cool to have in 10 years, but this current business is a monumental financial task, so he is unable to have the upgraded plane now. Over the past three months he has received calls daily from generations of families wanting to have a seaplane ride. He assured the Council that there will be no changes from the historical use. Councilmember Miller thanked him for clearing it up and believes it is a fabric of the community.

MOTION: Motion by Gookin, seconded by English, to approve **Resolution No. 21-054**, approving the Assignment of Lease Agreement from Neil and Anne Lunt d/b/a Brooks Seaplane Service, LLC, to Shane Rogers d/b/a Scenic Adventures Flights, LLC.

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

COUNTY CODE ADOPTION FOR SPOKANE RIVER AND ENFORCEMENT CONTRACT

STAFF REPORT: Mr. Tymesen stated the requested code amendments were a cleanup of the code which would help with the enforcement of the no boat area, speed limits, no wake zone, and the Sheriff's Department had jurisdiction in the waters and the code amendment would allow them to enforce the laws within the City's boundaries. He stated it was undisputed that wakes generated by watercraft damaged the shoreline and could negatively impact other users of the City's waters. He said the ordinance and new Law Enforcement Protection Contract would simply expand the area now patrolled by the County. Mr. Tymesen requested Council approval of the amendments to the Municipal Code to regulate vessel speeds on that portion of the Spokane River within the City limits, and approve the Law Enforcement Protection Contract with Kootenai County Sheriff's Office.

COUNCIL BILL NO. 21-1020

AN ORDINANCE AMENDING SECTIONS 4.20.010 AND 4.20.020(B) OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND MODIFYING SPEED RESTRICTIONS ON THE SPOKANE RIVER WITHIN CITY LIMITS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Motion by Gookin, seconded by Evans, to dispense with the rule and read **Council Bill No. 21-1020** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 21-1020**.

DISCUSSION: Councilmember Wood noted it would be nice to have our own lake law enforcement but believes this is a standard item.

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

RESOLUTION NO. 21-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LAW ENFORCEMENT PROTECTION CONTRACT WITH KOOTENAI COUNTY TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE PURPOSE OF ENFORCING CITY ORDINANCES WITHIN THE CITY ON THE WATERS OF COEUR D'ALENE LAKE AND THE SPOKANE RIVER.

MOTION: Motion by Evans, seconded by Miller, to approve **Resolution No. 21-055**, Approving an Agreement with Kootenai County for Law Enforcement Protection for portion of Lake Coeur d'Alene and the Spokane River to enforce City Ordinances.

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

RESOLUTION NO. 21-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ADDENDUM TO THE CONTRACT BETWEEN THE CITY OF COEUR D'ALENE AND VERDIS FOR THE CONSTRUCTION OF THE FIRE BOAT GARAGE (STATION #5).

STAFF REPORT: Fire Chief Kenny Gabriel explained that the engineering for a class 4 building has been more in-depth than originally expected. They had to go outside the local area to develop a float system for the building. They hope this is the final cost and confirmed that they have funding authority from ignite cda. They need a new agreement with Verdis for this price and need to start ordering supplies.

DISCUSSION: Mayor Widmyer noted that the Fire Department has worked for a very long time on this and confirmed that extra measures are needed for a public safety building. Fire Chief Gabriel noted that they have an engineered system for the balancing of the building no matter what the lake level, which ended up being over \$100,000.00. Councilmember Wood asked what the life span of the building would be with Chief Gabriel noting that it is constructed out of metal and should last 50-60 years.

MOTION: Motion by Miller, seconded by McEvers, to approve **Resolution No. 21-056**, Approving an amendment to the Contract with Verdis for the construction of the Fire Boat Garage (Station #5) and spending authority of \$565,000.00 from Impact Fees and funds from ignite cda.

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

(LEGISLATIVE PUBLIC HEARING) ANNUAL APPROPRIATIONS FOR FISCAL YEAR 2021-2022 AND TO RESERVE THE RIGHT TO RECOVER THE CURRENT YEAR'S FORGONE INCREASE OF \$700,738.00.

STAFF REPORT: City Administrator Troy Tymesen noted that the proposed budget is brought forward as balanced and proposes zero percent property taxes. He noted the limited amount of years the City has taken any property tax increases. He reviewed the new construction amounts from 2015 forward, noting that due to the changes in the legislation this year, the new growth amount is substantially less than prior years. The estimated fund balance is \$8,544,422.00 at the end of the year, which is 18% of budgeted expenses, and is approximately three months of operating expenses. He noted that there is a \$1,255,578 increase in general fund revenue. He clarified that last year the City took one-time money and lowered property taxes directly to the property owner, which will now be recovered, resulting in the appearance of a tax increase. He reviewed expenses and noted the capital expenses proposed this year total \$539,840.00.

DISCUSSION: Mayor Widmyer noted that the legislators are talking about changes to the budget regulations, which would take it out of the hands from the localities. Since Boise has such a high fund balance, they want to restrict the fund balances throughout the state. He believes our citizens and voters should make those decisions and that we will see this come forward in January.

The Mayor opened the public comment portion of the hearing, and hearing none, closed public comment.

COUNCIL BILL NO. 21-1021

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021" APPROPRIATING THE SUM OF \$109,700,500 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$109,700,500 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2021.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$269,845
Administration	223,074
Finance Department	1,298,646
Municipal Services	2,221,228
Human Resources	434,882
Legal Department	1,313,540
Planning Department	714,518
Building Maintenance	702,899
Police Department	18,107,761
Fire Department	11,547,576
General Government	47,180
Streets / Engineering	5,170,563
Parks Department	2,617,467
Recreation Department	755,417
Building Inspection	1,004,364
TOTAL GENERAL FUND EXPENDITURES:	<u>\$46,428,960</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$1,796,065
Community Development Block Grant	550,372
Impact Fee Fund	769,000
Parks Capital Improvements	465,460
Annexation Fee Fund	175,000
Cemetery Fund	414,040
Cemetery Perpetual Care Fund	166,500
Jewett House	26,353
Reforestation/Street Trees/Community Canopy	120,000
Public Art Funds	461,300
TOTAL SPECIAL FUNDS:	<u>\$4,944,090</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$658,900
Water Fund	12,306,910
Wastewater Fund	24,913,490
Water Cap Fee Fund	2,650,000
WWTP Cap Fees Fund	3,840,853
Sanitation Fund	4,562,297
City Parking Fund	1,718,619
Drainage Fund	2,121,738
TOTAL ENTERPRISE EXPENDITURES:	<u>\$52,772,807</u>

FIDUCIARY FUNDS:	\$3,276,235
STREET CAPITAL PROJECTS FUNDS:	1,400,000
DEBT SERVICE FUNDS:	878,408
GRAND TOTAL OF ALL EXPENDITURES:	\$109,700,500

Section 3

That a General Levy of \$22,051,829 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2021.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,500,453 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2021.

Section 5

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

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

MOTION: Motion by McEvers, seconded by Gookin, to dispense with the rule and read **Council Bill No. 21-1021** once by title only.

DISCUSSION: Councilmember Gookin thanked the Mayor for all the work he has done over the years regarding the budget. He noted that although the City is taking a zero percent property tax increase this year, due to last year's tax reduction, it appears that there is an increase in taxes this year. Additionally, he believes the legislators should contact the local officials before making decisions. Mayor Widmyer noted that local governments talked a lot about assessments and the increase in the tax shift and were ignored by the legislators. Mayor Widmyer thanked

Comptroller Vonnie Jensen and her staff for all the work they have done over the years and noted that it is a team effort to put the budget together.

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

MOTION: Motion by McEvers, seconded by Gookin, to adopt **Council Bill 20-1021.**

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

RESOLUTION NO. 21-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, RESERVING THE RIGHT TO RECOVER THE FORGONE INCREASE IN THE FISCAL YEAR 2021-2022 BUDGET IN THE AMOUNT OF \$700,738.00, PURSUANT TO IDAHO CODE 63-802(1)(f).

STAFF REPORT: Mr. Tymesen noted that this resolution reflects new legislation that requires the passage of a resolution to add forgone taxes to a taxing authority, and this takes the City's forgone taxes to over \$7 Million. He explained forgone taxes are tax dollars that have not been taken by the City over the years.

MOTION: Motion by Wood, seconded by McEvers, to approve **Resolution No. 21-057**, Reserving the right to recover the forgone increase in the Fiscal Year 2021-2022 budget in the amount of \$700,738 pursuant to Idaho Code 63-802(1)(f).

DISCUSSION: Councilmember Gookin stated that he will vote against this and that he voted for it last time as he was unsure what money we were receiving from the government and if we would need to have the tax authority. He believes this could be held over the tax payers and he doesn't believe they understand they have this obligation that the City could go after, although that would likely not occur. Councilmember Wood noted that she would disagree because the City is using so much fund balance this year and it is prudent to reserve the taxing authority in case there were an emergency wherein it was needed. Mayor Widmyer noted that he believes we have the second highest balance in the state.

ROLL CALL: English Aye; Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin No.
Motion carried.

Mayor Widmyer complemented Susan Snedaker for being the only citizen to give comments on the budget over the past few years, and said every year she has done her homework.

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

The meeting was adjourned at 6:56 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod
City Clerk

Draft

September 13, 2021
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, Chief Civil Deputy City Attorney
Troy Tymesen, City Administrator
Dave Hagar, Police Captain
Bill Greenwood, Parks and Recreation Director

**Item 1. Request approval of a one-year extension to the current Police Association Agreement.
(Consent Resolution)**

Troy Tymesen is requesting approval of a one-year extension to the current agreement with the Police Association. Mr. Tymesen said this past year has been a challenge to gather staff for negotiations due to Covid-19. Therefore, the extension was agreed upon between the Police Association and Administration and hopefully things will be better next year for negotiations. Mr. Tymesen noted in his staff report that the current three-year term for the Police Association Agreement commenced on October 1, 2018, and expires September 30, 2021. The extension to the Agreement shall be applicable to all Police Association represented classifications for an extension term commencing October 1, 2021, and ending September 30, 2022.

MOTION: by Wood, seconded by English, to recommend that Council approve a one-year extension to the current Police Association agreement. Motion Carried.

**Item 2. Declare used Police vehicles as surplus and authorize the sale at auction.
(Consent Resolution)**

Captain Dave Hagar said the vehicles have various mechanical and transmission issues, outdated and expired police equipment, fluid leaks, brake issues, etc. They've kept the vehicles as long as they could but now it does not make good fiscal sense to continue putting more work into them. Captain Hagar is requesting approval to declare the four used vehicles as surplus and authorize the sale at auction.

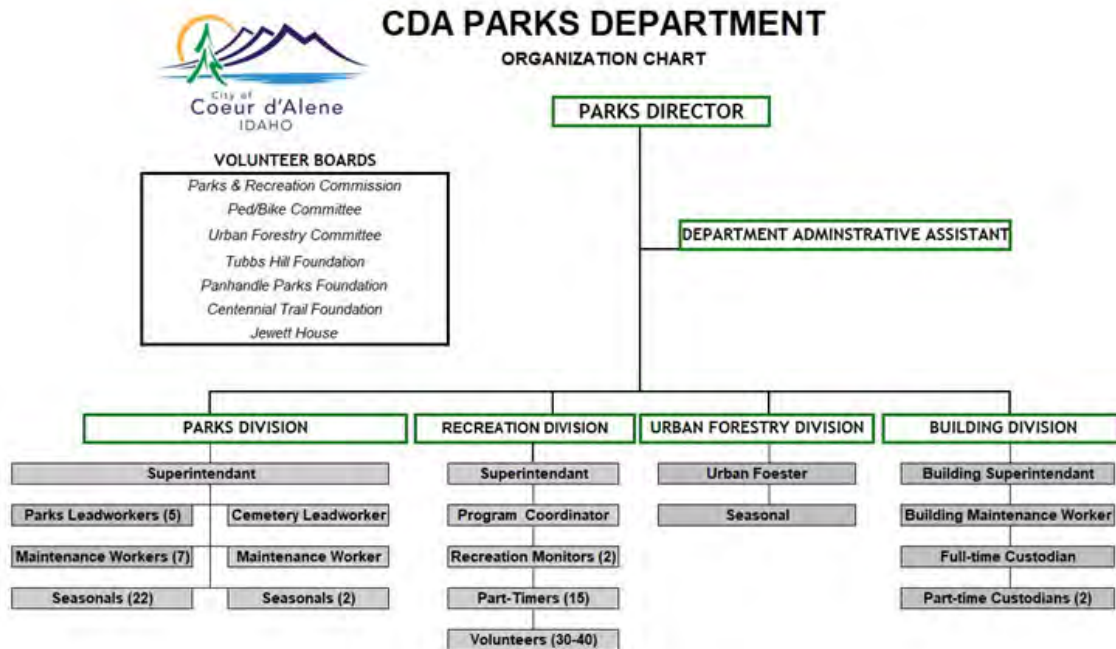
MOTION: by Wood, seconded by English, to recommend that Council declare used Police vehicles to be surplus and authorize the sale at auction. Motion Carried.

Item 3. Presentation – Parks & Recreation Department.

Bill Greenwood, Parks and Recreation Director presented an overview of his departments five divisions and their responsibilities.

- **Parks and Trails** - We maintain 587 acres that include 32 parks, 393 acres of Natural Open Space, 50 miles of pedestrian and bike paths and 9 miles of hiking trails. Each season we have an average of 125,500 people post reservations for 7054 hours of use. We also maintain another 52 acres of non-park areas, including beautifications areas and city building landscaping.

- **Recreation** - We offer 24 regular scheduled programs for 6,000 participants. We serve another 4,000 participants for special events, tournaments and the swim program.
- **Cemetery** - We provide maintenance for Forest Cemetery, which is 22 acres, and Riverview Cemetery, which is 7.5 acres. On average we perform 130 burials. Currently we have 17,440 interments with 3,483 lots.
- **Urban Forestry** - We manage over 22,000 street trees and over 4,000 park trees, along with thousands more in our Natural Open Spaces.
- **Building/Maintenance** - We maintain 40 City-owned building, totaling 214,766 square feet.



A link to the full meeting and presentation can be found here: <https://youtu.be/RU4fU33lafg>

The meeting adjourned at 12:41 p.m.

Respectfully submitted,
Juanita Knight
 Recording Secretary

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ELEVEN MONTHS ENDED
 August 31, 2021

RECEIVED

SEP 8 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$243,342	\$220,379	91%
	Services/Supplies	8,400	4,677	56%
Administration	Personnel Services	214,699	195,797	91%
	Services/Supplies	3,000	1,141	38%
Finance	Personnel Services	695,484	621,583	89%
	Services/Supplies	539,300	552,943	103%
Municipal Services	Personnel Services	1,278,345	1,104,071	86%
	Services/Supplies	516,561	646,006	125%
	Capital Outlay	10,000	9,715	97%
Human Resources	Personnel Services	342,230	310,863	91%
	Services/Supplies	76,595	62,858	82%
Legal	Personnel Services	1,265,260	1,118,076	88%
	Services/Supplies	48,153	25,440	53%
Planning	Personnel Services	641,592	565,805	88%
	Services/Supplies	85,300	104,355	122%
	Capital Outlay			
Building Maintenance	Personnel Services	336,901	248,534	74%
	Services/Supplies	210,625	187,007	89%
	Capital Outlay			
Police	Personnel Services	14,988,826	12,860,512	86%
	Services/Supplies	1,619,594	1,328,758	82%
	Capital Outlay	117,738	204,312	174%
Fire	Personnel Services	10,068,973	9,357,912	93%
	Services/Supplies	633,838	509,052	80%
	Capital Outlay	8,000	148,211	1853%
General Government	Services/Supplies	153,050	1,298,698	849%
	Capital Outlay			
Police Grants	Personnel Services		61,556	
	Services/Supplies	6,000	75,829	1264%
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		1,868	
	Capital Outlay			
Streets	Personnel Services	3,073,344	2,709,979	88%
	Services/Supplies	1,772,853	895,200	50%
	Capital Outlay	135,000	152,135	113%
Parks	Personnel Services	1,751,110	1,405,974	80%
	Services/Supplies	697,620	509,280	73%
	Capital Outlay			

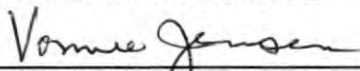
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ELEVEN MONTHS ENDED
 August 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2021	PERCENT EXPENDED
Recreation	Personnel Services	561,328	467,518	83%
	Services/Supplies	183,880	101,985	55%
	Capital Outlay		19,337	
Building Inspection	Personnel Services	918,356	832,009	91%
	Services/Supplies	40,129	19,363	48%
	Capital Outlay			
Total General Fund		<u>43,245,426</u>	<u>38,938,737</u>	<u>90%</u>
Library	Personnel Services	1,330,045	1,157,455	87%
	Services/Supplies	226,000	177,158	78%
	Capital Outlay	180,000	132,994	74%
CDBG	Personnel Services	74,754	61,705	83%
	Services/Supplies	620,278	365,795	59%
Cemetery	Personnel Services	200,837	173,272	86%
	Services/Supplies	105,950	105,444	100%
	Capital Outlay			
Impact Fees	Services/Supplies	450,000	5,351	1%
Annexation Fees	Services/Supplies	195,000	184,000	94%
Parks Capital Improvements	Capital Outlay	323,260	606,276	188%
Cemetery Perpetual Care	Services/Supplies	166,500	151,299	91%
Jewett House	Services/Supplies	26,353	(102,387)	-389%
Reforestation	Services/Supplies	6,500	242	4%
Street Trees	Services/Supplies	112,000	60,076	54%
Community Canopy	Services/Supplies	1,500	365	24%
Public Art Fund	Services/Supplies	271,300	79,568	29%
		<u>4,290,277</u>	<u>3,158,613</u>	<u>74%</u>
Debt Service Fund		<u>876,281</u>	<u>876,281</u>	<u>100%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	1,200,000	61,825	
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	15,997	2,000	
Kathleen Avenue Widening	Capital Outlay	885,635	73,914	8%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		11,070	
Industrial Park Loop & Atlas	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	100,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay		5,351	
		2,201,632	154,160	7%
Street Lights	Services/Supplies	733,250	563,169	77%
Water	Personnel Services	2,315,352	1,970,380	85%
	Services/Supplies	4,952,518	1,713,529	35%
	Capital Outlay	7,298,500	3,652,621	50%
Water Capitalization Fees	Services/Supplies	5,300,000		
Wastewater	Personnel Services	2,959,700	2,592,503	88%
	Services/Supplies	7,242,415	2,594,252	36%
	Capital Outlay	7,205,000	1,395,679	19%
	Debt Service	2,704,263	4,635,620	171%
WW Capitalization	Services/Supplies	1,484,809		
Sanitation	Services/Supplies	4,215,002	3,787,156	90%
Public Parking	Services/Supplies	1,600,036	551,738	34%
	Capital Outlay	40,000		
Drainage	Personnel Services	222,668	205,779	92%
	Services/Supplies	944,195	328,652	35%
	Capital Outlay	535,000	241,745	45%
Total Enterprise Funds		49,752,708	24,232,823	49%
Kootenai County Solid Waste		2,800,000	2,390,003	85%
Police Retirement		188,132	171,408	91%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		5,300	7,653	144%
Total Fiduciary Funds		3,169,432	2,609,064	82%
TOTALS:		\$103,535,756	\$69,969,678	68%

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

RECEIVED

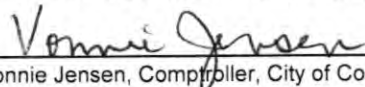
SEP 8 2021

CITY CLERK

City of Coeur d Alene
Cash and Investments
8/31/2021

Description	City's Balance
U.S. Bank	
Checking Account	2,518,087
Checking Account	53,688
Checking Account	82,559
Investment Account - Police Retirement	628,558
Investment Account - Cemetery Perpetual Care Fund	1,210,750
Idaho Central Credit Union	
Certificate of Deposit	274,490
Idaho State Investment Pool	
State Investment Pool Account	61,510,386
Spokane Teacher's Credit Union	
Certificate of Deposit	257,957
Numerica Credit Union	
Certificate of Deposit	1,024,932
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Library Change fund	180
Cemetery Change Fund	20
Total	<u>67,563,457</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

RECEIVED

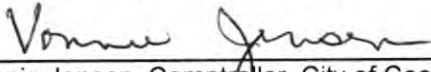
SEP 8 2021

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

CITY CLERK

FUND	BALANCE 7/31/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2021
<u>General-Designated</u>	\$1,875,474	\$12	\$3,900	\$1,871,586
<u>General-Undesignated</u>	17,658,273	7,546,677	9,600,249	15,604,701
<u>Special Revenue:</u>				
Library	602,909	10,770	146,812	466,867
CDBG	(92,590)	71,364	44,276	(65,502)
Cemetery	175,467	76,206	42,985	208,688
Parks Capital Improvements	442,287	16,406	20,863	437,830
Impact Fees	5,462,731	49,449	5,351	5,506,829
Annexation Fees	329			329
American Recovery Plan	4,329,664	1		4,329,665
Cemetery P/C	1,246,735	20,550	18,337	1,248,948
Jewett House	144,210	515	3,841	140,884
Reforestation	29,023	4		29,027
Street Trees	163,912	5,717	1,152	168,477
Community Canopy	2,899			2,899
Public Art Fund	51,452	6		51,458
Public Art Fund - ignite	565,062	60		565,122
Public Art Fund - Maintenance	128,230	13	18	128,225
<u>Debt Service:</u>				
2015 G.O. Bonds	98,728	5,144		103,872
<u>Capital Projects:</u>				
Street Projects	680,784	5,423	98,604	587,603
<u>Enterprise:</u>				
Street Lights	146,099	58,370	53,588	150,881
Water	(426,334)	1,241,494	814,381	779
Water Capitalization Fees	8,504,643	100,764		8,605,407
Wastewater	9,827,505	1,373,395	918,058	10,282,842
Wastewater - Equip Reserve	1,392,253	27,500		1,419,753
Wastewater - Capital Reserve	2,500,000			2,500,000
WWTP Capitalization Fees	5,626,861	115,084		5,741,945
WW Property Mgmt	60,668			60,668
Sanitation	1,725,104	567,507	497,928	1,794,683
Public Parking	483,839	119,145	14,070	588,914
Drainage	1,386,010	96,624	42,535	1,440,099
Wastewater Debt Service	2,088,782	322,641		2,411,423
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	248,888	303,016	248,888	303,016
Police Retirement	647,775	14,605	30,834	631,546
Sales Tax	1,874	2,899	1,874	2,899
BID	236,992	3,525		240,517
Homeless Trust Fund	849	587	859	577
GRAND TOTAL	\$68,017,387	\$12,155,473	\$12,609,403	\$67,563,457

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

RESOLUTION NO. 21-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A ONE-YEAR EXTENSION TO THE CURRENT POLICE ASSOCIATION AGREEMENT, EXTENDING THE TERM TO SEPTEMBER 30, 2022; AND DECLARING ONE 2004 CHEVROLET IMPALA, TWO 2006 CHEVROLET IMPALAS, AND ONE 2013 CHEVROLET TAHOE FROM THE POLICE DEPARTMENT TO BE SURPLUS AND AUTHORIZING THE SALE OF THE PROPERTY AT AUCTION.

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

- A) A one-year extension to the current Police Association agreement extending the term to September 30, 2022; and
- B) Declaring one 2004 Chevrolet Impala, two 2006 Chevrolet Impalas, and one 2013 Chevrolet Tahoe from the Police Department to be surplus and authorizing the sale of the surplus property at auction; 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 and take the other action;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the agreement and take the other action for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" and "B" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement and the other action, so long as the substantive provisions of the agreement 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 agreement and any other documents as may be required on behalf of the City.

DATED this 21st day of September, 2021.

Steve Widmyer, 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: **SEPTEMBER 13, 2021**

FROM: **TROY TYMESEN, CITY ADMINISTRATOR**

SUBJECT: **POLICE ASSOCIATION AGREEMENT EXTENSION**

DECISION POINT:

City Council is requested to approve a one-year extension to the current Police Association Agreement which establishes already agreed upon compensation and benefits.

HISTORY:

The current three-year term for the Police Association Agreement commenced on October 1, 2018, and expires September 30, 2021. The extension to the Agreement shall be applicable to all Police Association represented classifications for an extension term commencing October 1, 2021, and ending September 30, 2022.

FINANCIAL:

There are no changes from the current POA Agreement. However, extending the compensation benefits for the POA's current staffing, will have the following costs, which are captured in the proposed 2021-2022 budget.

• Merit increases (5% - 10%):	\$73,132
• 2.5% COLA increase:	\$266,606
• 1% Increase to sworn officers:	<u>\$86,581</u>
Total:	\$426,319

PERFORMANCE ANALYSIS:

The extension to the current Agreement with the Police Association was agreed to by the Police Association.

DECISION POINT/RECOMMENDATION:

City Council is requested to approve a one-year extension to the current Police Association Agreement which establishes already agreed upon compensation and benefits.

EXTENSION AGREEMENT

THIS AGREEMENT is made and dated this 21st day of September, 2021, by and between the City of Coeur d’Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City,” and the Coeur d’Alene Police Officer Association, an organization duly organized and existing under the laws of the state of Idaho, hereinafter referred to as the “Association.”

W I T N E S S E T H:

WHEREAS, the City and the Association entered into an Agreement governing labor relations on August 21, 2018, hereinafter referred to as the “Agreement;” and

WHEREAS, the Agreement expires on September 30, 2021; and

WHEREAS, Article 34 of the Agreement provides that “[i]f a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached”; and

WHEREAS, the parties to the Agreement have determined that it is in their mutual best interest to formally extend the Agreement for one year without prejudice or penalty to either party.

NOW, THEREFORE,

1. Article 34 of the Agreement is hereby amended to read as follows:

SECTION 1. This Agreement shall be effective as of the first day of October, 2018, and shall remain in full force and effect until the 30th day of September, 2022. If a new agreement has not been reached between the CITY and the ASSOCIATION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

2. In all other respects, the terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Mayor and City Clerk of the city of Coeur d’Alene have executed this Agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D’ALENE:

COEUR D’ALENE POLICE ASSOCIATION:

By _____
Steve Widmyer, Mayor

By _____
_____, President

ATTEST:

By _____
Renata McLeod, City Clerk

By _____
_____, Secretary

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

DATE: **SEPTEMBER 13, 2021**

FROM: **DAVE HAGAR, POLICE CAPTAIN**

SUBJECT: **SURPLUS OF POLICE VEHICLES**

DECISION POINT: Should Council authorize the Police Department to surplus one 2004 Chevrolet Impala, two 2006 Chevrolet Impalas, and one 2013 Chevrolet Tahoe, and sell them at auction?

HISTORY: The 2004 Impala is a previously retired patrol vehicle that was converted into a spare K9 vehicle several years back. This vehicle is no longer needed for this function and is equipped with extremely outdated and expired police equipment.

The two 2006 Impalas register 106,000 and 120,000 odometer miles. Both vehicles served most of their lives in patrol and were reassigned to Volunteer and Code Enforcement around 2016. Both vehicles have lists of fluid leaks, ABS brake issues, and one has a failed transmission.

The 2013 Chevrolet Tahoe registers 115,000 odometer miles. This vehicle has been in patrol its entire life. There are many mechanical issues with this vehicle including burning 1 quart of engine oil every 400 to 500 miles. The appearance and mileage of this vehicle do not warrant rebuilding the engine to solve the oil consumption issue.

FINANCIAL ANALYSIS: There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00 and 10% for sales over \$1000. These fees are deducted from the item auction proceeds and a check provided to the owner for the balance. Proceeds from the sale of these vehicles will be returned to the General Fund.

DECISION POINT: Council should authorize the declaration of one 2004 Chevrolet Impala, two 2006 Chevrolet Impalas and one 2013 Chevrolet Tahoe assigned to the Police Department as surplus and the sale of these vehicles at auction.

VEHICLE SURPLUS LIST:

2004 Chevrolet Impala -2G1WF55K529276448 – 77482 miles
2006 Chevrolet Impala - 2G1WS551969255868 - 106601 miles
2006 Chevrolet Impala - 2G1WS551869259328 – 120412 miles
2013 Chevrolet Tahoe - 1GNSK2E07DR292150 – 115208 miles

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: September 21, 2021
FROM: Mike Anderson, Wastewater Director
SUBJECT: Wastewater 2018 Facility Plan Update

DECISION POINT: The Wastewater Department recommends acceptance of the Wastewater 2018 Facility Plan Update.

HISTORY: Incompliance with the Idaho DEQ, the City is required to maintain an approved Facility Plan for its Wastewater Treatment Facility. In 2001, the Coeur d'Alene Wastewater Department developed its Facility Plan to address "high peak flows, regulatory changes, aging facilities, rapid growth, and encroaching development." The plan was updated in 2009 and again in 2012 which focused on, among other things, tertiary treatment of the wastewater for CBOD, phosphorous, and ammonia removal.

Completed by HDR, the process for this most recent update began in 2018 and was intended to address several processes and components throughout the plant wherein issues have been identified. This plan certainly addresses permit requirements but also delves into the sustainability and operability of the Treatment Facility as well as addressing how the Facility fits within our community.

FINANCIAL ANALYSIS: This plan spans the next decade and has identified \$6.5M in repair/upgrade work required within the Facility and \$23.8M in expansion and process improvements. This plan works hand in glove with our rate study to ensure adequate funding for the required maintenance and upgrades.

PERFORMANCE ANALYSIS: Facility Planning has been critical to forecast action plans and costs associated with the growth of our area and age of our infrastructure. Through our 2009 Facility Plan, we identified an alternative treatment method we termed Tertiary Membrane Filtration (TMF) which saved the City tens of millions of dollars. We have been exceptionally pleased with the value these plans provide.

DECISION POINT/RECOMMENDATION: Council should accept the 2018 Wastewater Facility Plan Update.



2018 Wastewater Facility Plan Update

**CITY OF COEUR D'ALENE
WASTEWATER DEPARTMENT**



Some History...









Results



Cleaner Discharge

1981



2021



City of
Coeur d'Alene
IDAHO

Integral Part of Community



Blackview BV9800Pro
AI Triple Camera

City of
Coeur d'Alene
IDAHO



Forthcoming Project:

Expand TMF:

- Chemical Mix Tanks for more ammonia removal
- Populate 6th membrane train



Forthcoming Project:

Rehabilitate Trickling Filters





**CITY COUNCIL
STAFF REPORT**

DATE: SEPTEMBER 21, 2021

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: WASTEWATER REVENUE BOND REFINANCING

DECISION POINT:

Should Council authorize Administration to negotiate the refinancing of the 2012, 2015, and 2020, Wastewater Revenue Bond issues and return to Council for approval of any agreement?

HISTORY:

The Wastewater Department is currently making annual payments on three revenue bond issues with coupon rates of 5%, 2%, and 2.75%. With the current market rates, these issues could be refinanced with an estimated savings to the City of over \$2,000,000.

FINANCIAL ANALYSIS:

The potential savings to the Wastewater Department if these three (3) bond issues are consolidated into one 20-year issue could potentially be just over \$2,000,000. If structured to a 13-year issue, the savings could be over \$4,000,000.

PERFORMANCE ANALYSIS:

Refinancing the Wastewater bonds could make it possible for Wastewater to do future needed improvements without having to take on new debt.

DECISION POINT:

Council should authorize Administration to negotiate the refinancing of the 2012, 2015, and 2020, Wastewater Revenue Bond issues and return to Council for approval of any agreement.

City of Coeur d'Alene Wastewater System Bond Refinancing

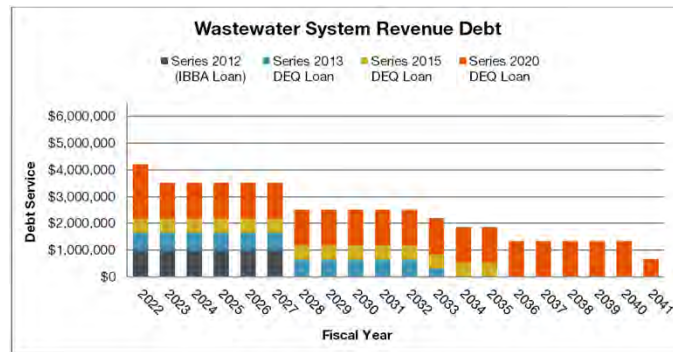
Eric Heringer
MANAGING DIRECTOR
Tel: +1 208 344-8561
Email: eric.heringer@psc.com

Michael Keith
VICE PRESIDENT
Tel: +1 208 344-8564
Email: michael.keith@psc.com

MINNEAPOLIS | BOISE | CHICAGO | LONDON | LOS ANGELES | NEW YORK | PORTLAND | SAN FRANCISCO | SEATTLE | ZURICH

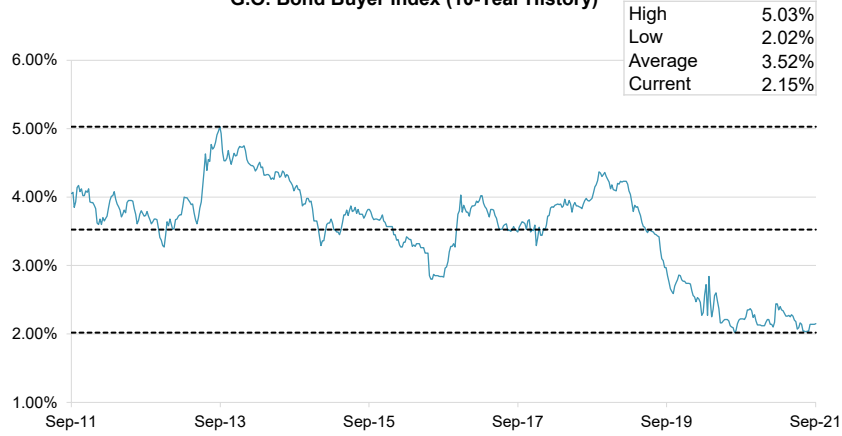
Debt Map – Sewer Revenue Bonds (as of 11/1/2021)

Series	Lender	Purpose	Original Principal Issued	Principal Outstanding	Call Date & Price	Coupon Rate	Final Maturity	DSRF Requirement
2012	Bond Bank	Refinance 2007 DEQ	15,000,000	5,120,000	9/15/2022 @ par	5.00%	9/15/2027	Yes
2013	DEQ	System Improvements	12,260,000	7,197,695	Anytime @ Par	0.50%	3/13/2033	Yes
2015	DEQ	System Improvements	8,670,000	6,421,442	Anytime @ Par	2.00%	7/30/2035	Yes
2020	DEQ	System Improvements	20,500,000	20,500,000	Anytime @ Par	2.75%	10/15/2040	Yes
Total			56,430,000	39,239,137				



Current Municipal Bond Market Conditions (Week of Sept. 13, 2021)

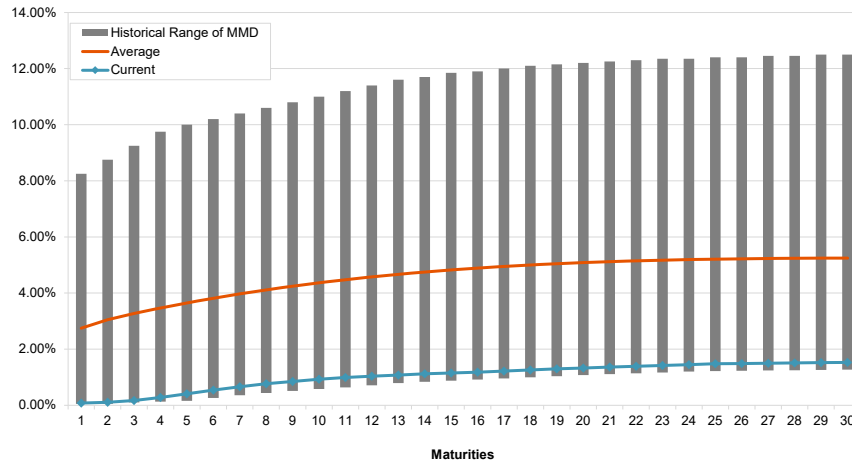
G.O. Bond Buyer Index (10-Year History)



PIPER SANDLER | 2

Current Municipal Bond Market Conditions (Week of Sept. 13, 2021)

Range of MMD (1982-Present)



PIPER SANDLER | 3

Sewer Revenue Bond Refunding Summary

- Assumes interest rates as of 9/13/2021
- Assumes refinancing closes on 11/15/2021
- **Base case – level annual savings per issue**

REFUNDING CANDIDATE	2012 IBBA Bond	2015 DEQ	2020 DEQ
Call Date & Price	9/15/2022 @ par	Anytime @ par	Anytime @ par
Callable Principal	\$4,355,000	\$6,421,442	19,717,280
Callable Maturities	2023-2027	2022-2035	2022-2040
Average Coupon	5.00%	2.00%	2.75%

ESTIMATED REFUNDING RESULTS			
All-In True Interest Cost	1.49%	1.55%	2.03%
Cash Flow Savings	\$410,262	\$184,002	\$1,423,373
Net PV Savings \$	\$394,007	\$194,754	\$1,348,441
Net PV Savings %	7.70%	3.03%	6.84%
Tax Status	Taxable	Tax-Exempt	Tax-Exempt

*Savings amounts shown above are net of estimated issuance costs of approximately \$390,000.

PIPER SANDLER | 4

Annual Savings Analysis – Base Case – Level Savings

Structure: Level Annual Savings (per issue)			
Fiscal Year	Existing Wastewater System Debt Service	Debt Service After Refunding	Refinancing Savings (Level Savings by Issue)
2022	4,194,991	4,093,640	(101,350)
2023	3,520,329	3,396,991	(123,338)
2024	3,515,829	3,389,691	(126,138)
2025	3,519,579	3,395,391	(124,188)
2026	3,516,079	3,393,541	(122,538)
2027	3,520,579	3,394,341	(126,238)
2028	2,512,579	2,457,641	(54,938)
2029	2,512,579	2,456,441	(56,138)
2030	2,512,579	2,458,441	(54,138)
2031	2,512,579	2,463,441	(49,138)
2032	2,512,578	2,461,241	(51,337)
2033	2,190,158	2,139,620	(50,538)
2034	1,867,738	1,815,800	(51,938)
2035	1,867,738	1,812,200	(55,538)
2036	1,339,516	1,301,400	(38,116)
2037	1,339,516	1,298,600	(40,916)
2038	1,339,516	1,299,200	(40,316)
2039	1,339,516	1,298,000	(41,516)
2040	1,339,516	1,300,000	(39,516)
2041	669,758	-	(669,758)
Totals	47,643,252	45,625,617	(2,017,636)

PIPER SANDLER | 5

Savings Structure Alternative - Maintain Existing Bond Payment

Structure: Maintain combined level debt service at ~\$3.51 million			
Fiscal Year	Existing Wastewater System Debt Service	Debt Service After Refunding	Refinancing Savings (Level Savings by Issue)
2022	4,194,991	4,187,687	(7,304)
2023	3,520,329	3,512,441	(7,888)
2024	3,515,829	3,509,790	(6,039)
2025	3,519,579	3,509,841	(9,738)
2026	3,516,079	3,507,391	(8,688)
2027	3,520,579	3,507,341	(13,238)
2028	2,512,579	3,511,441	998,862
2029	2,512,579	3,506,841	994,262
2030	2,512,579	3,508,841	996,262
2031	2,512,579	3,507,041	994,462
2032	2,512,578	3,511,440	998,862
2033	2,190,158	3,509,220	1,319,062
2034	1,867,738	520,000	(1,347,738)
2035	1,867,738	-	(1,867,738)
2036	1,339,516	-	(1,339,516)
2037	1,339,516	-	(1,339,516)
2038	1,339,516	-	(1,339,516)
2039	1,339,516	-	(1,339,516)
2040	1,339,516	-	(1,339,516)
2041	669,758	-	(669,758)
Totals	47,643,252	43,309,312	(4,333,941)

PIPER SANDLER | 6

Savings Structure Comparison Summary

	Base Case (Level Savings)	Alternative (Accelerate)
Par Amount	\$27,155,000	\$27,125,000
All-in True Interest Cost	1.90%	1.40%
Final Maturity (all bonds)	2040	2034
Cash Flow Savings	\$2,017,637	\$4,333,941
Net PV Savings \$	\$1,937,202	\$3,445,385
Net PV Savings %	6.20%	11.02%

*Savings amounts shown above are net of estimated issuance costs of approximately \$390,000.

PIPER SANDLER | 7

Things to Consider

Debt Service Reserve Funds – 2012 Bond Bank

- The 2012 Sewer Revenue Bond required a dedicated Debt Service Reserve Fund “DSRF”)
- A DSRF will not be required on a refinancing bond/loan. The existing debt service reserve fund could be contributed to the refunding reducing the amount of bonds that need to be refinanced, or may become unrestricted (depending on review by tax counsel).
- **The DSRF requirement for the Bond Bank Bonds is \$1,008,000**

Debt Service Reserve Funds – DEQ BONDS

- The 2015 and 2020 DEQ Bonds require a DSRF in the amount of an annual bond payment to be funded over 10 years from the closing date of the DEQ Loan.
- A DSRF will not be required on a refinancing bond/loan. Moneys accumulated in the DEQ DSRF reserve for the 2015 and 2020 Bonds can become unrestricted or contributed to the refunding and reduce the amount that needs to be refinanced.
- **The DSRF requirements for the 2015 and 2020 DEQ Bonds total \$1,867,700**

Bond Sale Participants

Bond Sale Participants		
Issuer:	Authorizes bond sale	City of Coeur d’Alene
Bond Counsel:	Oversees legal process for bond issuance & prepares legal documents and post issuance compliance requirements	McAloon Law
Underwriter:	Markets bonds for sale to potential investors Makes firm offer to purchase Issuer’s bonds	Piper Sandler
Underwriter & Disclosure Counsel:	Prepares Official Statement (offering document) and provides legal advice to the Underwriting team	Hawley Troxell
Municipal Advisor:	Maintains fiduciary duty to the Issuer and advises on financial matters related to the structure, timing and terms of the bond sale	Zions Public Finance
Rating Agency:	Independent review of the Issuer’s credit characteristics	S&P Global
Paying Agent:	Responsible for transferring bond payments from the issuer to the bond holders	Zions Corporate Trust
Escrow Agent:	Holds funds in irrevocable trust for the payment of refinanced bonds	Zions Corporate Trust
Escrow Verification Agent:	CPA firm that verifies that escrow deposit will be sufficient to pay, in full, the refunded bonds	TBD

Bond Sale Participants & Primary Documents

Primary Documents & Activities		
Preliminary Official Statement	Hawley	Offering Document without bond pricing (interest rate) details
Bond Ordinance	McAloon	Authorizing Document – approves issuance and contains bond covenants
Bond Rating Process	Zions & Piper	Obtain Bond Rating and Credit Opinion
Bond Sale (market & price)	Piper	Market and sell bonds to investors
Bond Sale (final pricing)	Piper & Zions	Agree on final terms and interest rates for approval by City
Bond Purchase Agreement	Hawley	Piper's agreement to purchase bonds from City
Refunding Escrow	McAloon	Escrow Agreement to pay off Bond Bank Bonds
Final Official Statement	Hawley	Offering Document with final bond pricing details
Continuing Disclosure Agreement	McAloon	City's obligation to provide annual disclosure of financial and operating data
Closing Documents	McAloon	Bonds and other closing certificates/requirements
Bond Transcript	McAloon	Complete record of Bond Sale

Proposed Schedule

Bond Sale Schedule	
9/21	Review Refinancing opportunity with City Council
Ongoing	Prepare Bond Sale Documents
10/13	Distribute Ordinance & draft Preliminary Official Statement to City for Council packets
10/19	City Council Meeting to approve bond sale <ul style="list-style-type: none"> • Adopt Bond Ordinance authorizing bond sale subject to parameters, and delegate authority to City Officials to complete the bond sale
Week of 10/18	Bond Rating Review (S&P Global) – conference call
10/28	Receive Bond Rating
11/1	Post Preliminary Official Statement – premarket bonds to investors
11/10	Bond Sale – Lock interest rates
12/1	Close Bonds <ul style="list-style-type: none"> • Repay DEQ loans • Fund Refunding Escrow for Bond Bank Bonds

**CITY COUNCIL
STAFF REPORT**

DATE: **SEPTEMBER 21, 2021**

FROM: **TROY TYMESEN, CITY ADMINISTRATOR**

SUBJECT: **APPROVAL OF A CONTRACT WITH CELESTE COONING FOR
PUBLIC ART AT THE 4TH STREET PARKING GARAGE**

DECISION POINT: Should Council approve a contract with Celeste Cooning for public art at the 4th Street Parking Garage in the amount of \$75,000.00?

HISTORY: In November 2020, the City of Coeur d’Alene Arts Commission issued a national Request for Artist Qualifications through Call for Entry.Org (CaFE) for public art at the 4th Street Parking Garage located at the intersection of 4th Street and Coeur d’Alene Avenue. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee consisting of seven (7) voting members including: citizens, arts professionals, a City Councilmember, and two (2) non-voting members.

The City received a total of 118 artist qualification submissions through CaFE and after initial review by the voting members of the selection committee, the artists who met the minimum qualifications were narrowed down to five (5) artists. The five (5) artists received \$1,000 honorarium to provide sketched details, materials list, rendering narration, budget, and a maquette of the proposed art piece. The selection committee met on August 10, 2021, and discussed the public votes/comments received and two (2) finalists were chosen to be personally interviewed for final selection. Zoom interviews with the two (2) artists were conducted on August 19, 2021, and, after thorough review and discussion, the voting members of the selection committee unanimously chose artist Celeste Cooning and her art proposal entitled “Seed of Life.” The selection committee was impressed with Ms. Cooning’s interview, the research she conducted on the project, and the professional manner of her proposal. The recommendation was then presented to the Arts Commission at their meeting on September 14, 2021, where the Commission voted unanimously to accept the recommendation and to request that Council approve a contract with Celeste Cooning for her art proposal “Seed of Life” in the amount of \$75,000. The artwork will be scheduled for completion and installation in May/June 2022.

FINANCIAL: The total budgeted amount, including contingencies, for the 4th Street Parking Garage Public Art Project is \$75,000, and the contract with Celeste Cooning would be issued in the amount of \$75,000. Funding for the 4th Street Parking Garage Public Art Project would come from the Arts Fund – River District URD. Ignite CDA annually provides 2-percent of its income to the City for public art within the two (2) Urban Renewal Districts.

DECISION POINT/RECOMMENDATION: Council should approve a contract with Celeste Cooning for public art at the 4th Street Parking Garage in the amount of \$75,000.

ATTACHMENT: Artist Proposal and Contract

4th Street Parking Garage

Arts Commission Recommendation
“Seed of Life” by Artist Celeste Cooning

Proposal

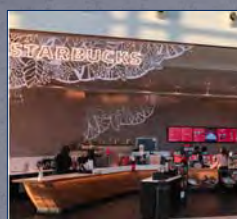


Narrative

“SEED OF LIFE” by Artist Celeste Cooning

A pervading interest in pattern and repetition led me to explore cut paper. For me, the medium facilitates a particular response to material, shape, light, and space. My studio practice ranges from intimate portable works to immersive installations and art in public art statements. Light actively engages the work with vivid color, reflections and dynamic spaces. A love for pattern and ornament influences the stylized shapes and rhythmic sequences. The sculptural forms often function as signifiers: a threshold, gateway or portal, delineating a passageway, journey, or sacred space. These ethereal, sensorial experiences are meant to evoke visceral responses that spark joy and imagination. It is within these sensational moments that we become more hopeful, curious, and inspired.

Celeste Cooning's Previous Projects



Request Council Approve a Contract with Celeste
Cooning for Public Art at the 4th Street Parking
Garage in the Amount of \$75,000.

RESOLUTION NO. 21-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH CELESTE COONING FOR THE CREATION, EXECUTION, AND INSTALLATION OF PUBLIC ART AT THE 4TH STREET PARKING GARAGE.

WHEREAS, the Arts Commission and City Administrator of the City of Coeur d'Alene have recommended that the City of Coeur d'Alene enter into a contract with Celeste Cooning for the creation, execution, and installation of public art to be installed at the 4th Street parking garage, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a contract with Celeste Cooning for the creation, execution, and installation of public art at the 4th Street parking garage, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the contract remain intact.

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

DATED this 21st day of September, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**DESIGN, FABRICATION, AND INSTALLATION
SERVICES CONTRACT
4TH STREET PARKING GARAGE
“SEED OF LIFE”**

THIS CONTRACT is made and entered into this 21th day of September 2021, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the “City,” and **CELESTE COONING STUDIO**, whose address is 6431 Beacon Ave. S, Seattle, WA 98108, hereinafter referred to as the “Artist.”

WHEREAS, the Arts Commission (hereinafter referred to as the “Commission”) issued a Call to Artists for the 4th Street Parking Garage Public Art Project located at the intersection of 4th Street and Coeur d’Alene Avenue in the City (hereinafter referred to as the “Site”); and

WHEREAS, authority lies with the Commission to recommend contracts for the acquisition, design, execution, fabrication, transportation, and installation of artworks, including payments for the support of the artist selection process, design, execution, and placement of public Art; and

WHEREAS, after a thorough and robust review of the submissions by the selection committee of the Commission, the Commission recommended selection of the Artist’s piece entitled “Seed of Life” for the 4th Street Parking Garage in the City (hereinafter the “Artwork”); and

WHEREAS, the Artist is a recognized and established artist of good reputation; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artist’s Obligations.

a. The Artist shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design, fabrication, and installation of the Artwork for the Site, except as otherwise provided herein. Services shall be performed in a professional manner and in compliance with all terms and conditions of this Contract.

b. The Artwork shall comply with the Artist’s Proposal, attached hereto and incorporated herein as Exhibit “A” (hereinafter referred to as the “Proposal”), except as otherwise provided herein. Any substantial changes to the Proposal must be approved by the Commission in advance.

- c. The Artist shall complete the fabrication and installation of the Artwork within six (6) months after execution of this Contract by both parties.
- d. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- e. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Commission. If the Artist does not install the Artwork personally, the Artist shall supervise and approve the installation. All costs of transportation and installation will be borne by the Artist. Any structural work required for the Artwork shall be engineered in accordance with Idaho law and constructed in accordance with standard construction practices.
- f. The Artist shall provide liability insurance in amounts and limits specified in Article 5, and worker's compensation insurance if required by law.
- g. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- h. The Artist shall provide a description of all materials and products utilized in the Artwork, and of any required care and upkeep necessary.
- i. The Artist shall provide the Commission with photographic documentation of the Artwork.
- j. The Artist shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 City and Commission's Obligations.

- a. The City shall perform all its obligations in substantial compliance with all terms and conditions in this Contract.
- b. The Commission shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform his obligations under this Contract.
- c. The Commission shall be responsible for compliance with all applicable zoning or environmental laws and regulations, and shall explain any limitations imposed by such laws and regulations to the Artist.
- d. The Commission shall provide and install a plaque or monument on or near the Artwork containing a credit to the Artist in substantially the following form: Copyright © Celeste Cooning [and date of creation].

e. The Commission shall be responsible for leading the Artist through the required review process. The Commission shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design.

a. The artwork consists of twenty-eight (28) 14 ga laser cut steel plates, total white powder coated and polished, mounted by way of post installed anchors in the concrete side of the parking garage. LED lights will be adhered to the metal to provide backlighting. The entire art piece is 21'6" wide by 21' tall.

b. The Artist shall submit a final design, including drawings showing dimensions, within thirty (30) days of the execution of this Contract. The Commission shall notify the Artist of any revisions to the final design as are necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site, including provisions for electrical work. If agreed upon by both parties, such revisions will become a part of the accepted Design.

c. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site, including details regarding the provision of electricity to the Artwork. These drawings and supplementary documents shall indicate any issues involved in the construction, integration, and maintenance of the Artwork, as well as the identity of any third-party subcontractors needed to work on the project. The Artist shall present such drawings to a qualified engineer, licensed by the state of Idaho and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the Commission with such certification, signed and stamped by the licensed engineer.

1.4 Fee, Schedule, Payment.

a. The City shall pay the Artist a total of Seventy-Five Thousand Dollars and No/100's dollars (\$75,000.00) for all services performed under this Contract, payable, upon receipt of Artist invoice, as follows:

1. \$18,750.00 at the start of the project;
2. \$18,750.00 at mid-construction;
3. \$18,750.00 at the time finished Artwork is ready for installation
4. \$18,750.00 within thirty (30) days after installation of the Artwork.

b. Except as otherwise provided in this Contract, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

1.5 Installation.

- a. The Artist shall deliver to and install the completed Artwork at the Site. Transportation fees shall be paid by the Artist.
- b. The Artist will coordinate with the Commission to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the Commission of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Commission to ensure timely coordination with the Commission's construction team. The Artist may not install the Artwork until authorized to do so by the Commission.
- c. Upon installation of the Artwork, the Artist shall provide the Commission with written instructions for the appropriate maintenance and preservation of the Artwork, along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Sites are an unsecured public space that will be exposed to elements such as extreme weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements are reasonable in terms of time and expense. The Commission is responsible for the proper care and maintenance of the Artwork.

1.6 Approval and Acceptance.

The Artist shall notify the Commission in writing when all services as required of both parties by this Contract have been completed in substantial conformity with the approved Designs. The Commission shall promptly notify the Artist of the City's final acceptance of the Artwork within thirty (30) days after the Artist submit written notice pursuant to subparagraph a above or shall notify the Artist in writing of those services the Artist has failed to perform.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Contract shall be paid by the Artist in a timely fashion.

Article 3. Risk of Loss.

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork. The Commission shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the Commission or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artwork under this Contract.

Article 4. Artist's Representations and Warranties.

4.1 Warranties of Title.

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the Commission, the Artwork is unique and original, and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicates thereof) has not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- e. The Artwork is free and clear of any liens from any source whatsoever;
- f. These representations and warranties shall survive the termination or other extinction of this Contract.

4.2 Warranties of Quality and Condition.

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City.
- b. If, within one year of final acceptance, the City observes any defect that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City or the Commission. The Commission shall give notice to the Artist of such breach with reasonable promptness.
- c. If, after one year from final acceptance, the City observes any defect that is curable by the Artist, the Commission shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Commission may seek the services of any other person.
- d. If, within one year of final acceptance, the City observes a breach of warranty that

is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City or the Commission as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Commission accepted that it may occur, it shall not be deemed a breach for purposes of this Contract.

e. The Artist warrants: that general routine cleaning and repair of the Artwork will be sufficient to maintain it within an acceptable standard for public display; that foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and that with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable fracturing, staining, chipping, tearing, abrading, or peeling.

Article 5. Insurance and Indemnity.

5.1 General.

- a. The Artist acknowledges that, until final acceptance of the Artwork by the City, any injury to property or persons caused by the Artwork, including, but not limited to any loss occurring during the creation, storage, transportation, delivery, or installation of the Artwork, regardless of where such loss occurs, except to the extent caused by the actions of the City, its agents, or its employees, shall be the Artist's responsibility.
- b. To that end, the Artist shall maintain in full force and effect a policy of General Liability insurance that complies with Idaho Code § 6-924.

5.2 Indemnity.

The Artist shall indemnify, protect, defend, and hold harmless the City and the Commission, together with their subdivisions, officials, employees, and agents, from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) arising from, in connection with, or caused by, any act or omission of the Artist, and from and against any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss to the extent that it is caused by the negligence or willful misconduct of the City, the Commission, or their subdivisions, agencies, officials, employees, and agents.

Article 6. Ownership and Intellectual Property Rights.

6.1 Title.

Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork. The Artist shall provide the City with any documents deemed necessary to transfer title.

6.2 Copyright Ownership.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole creator of the Artwork for the duration of the copyright, subject to the rights of the City and Commission hereunder.

6.3 Reproduction Rights.

a. The Artist shall not make any reproductions of the final Artwork nor shall the Artist grant permission to others to do so except with the written permission of the City.

b. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for commercial or non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a professional manner.

f. The City is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 7. Alterations of Site or Removal of Artwork.

The Artist agrees that the City may remove or relocate the Artwork.

Article 8. Artist as an Independent Contractor.

The Artist, its agents, and employees agree to perform all services under this Contract as independent contractors and not as agents or employees of the City or the Commission. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City or Commission with the power to bind in any manner.

Article 9. Assignment of Artwork.

The Artwork and services required of the Artist are personal and shall not be assigned, sublet, or transferred without the prior written consent of the City.

Article 10. Termination.

10.1 Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature, war or warlike operations, superior governmental regulation or control, public emergency, or strike or other labor disturbance. Notice of termination of this Contract shall be given to the non-terminating party in writing not less than seven (7) days prior to the effective date of termination.

10.2 The City may terminate this Contract without cause upon one (1) day's written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the notice of termination, unless the Artist has failed to comply with any portion of this Contract.

10.3 If either party to this Contract shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Contract, the other party shall have the right to terminate this Contract by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the date of the notice to cure the default. If it is not cured by that time, this Contract shall terminate. Termination shall not otherwise impair either party's legal rights.

10.4 If the Artist defaults, the Artist shall return to the City all funds provided by the City in excess of actual expenses already incurred. The Artist shall provide an accounting upon request. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Contract may be retained by the Artist.

10.5 Upon receipt of notice of termination, the Artist and its subcontractors shall cease all services under this Contract.

Article 11. Notices and Documents.

Notices required under this Contract shall be delivered personally or through the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, to the addresses stated above in the preamble of this Contract. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 12. Amendments.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto.

Article 13. Choice of Law and Venue.

13.1 Choice of Laws. This Contract shall be governed by the laws of the State of Idaho both as to interpretation and performance.

13.2 Venue. Venue for any legal action shall be in the District Court of the First Judicial District in and for the County of Kootenai, State of Idaho.

Article 14. Entire Agreement.

This Contract, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Contract shall affect or modify any of the terms or obligations.

IN WITNESS WHEREOF, this Contract is executed the day and year first written above.

CITY OF COEUR D'ALENE:

ARTIST:

Steve Widmyer, Mayor

Celeste Cooning, Celeste Cooning Studio

ATTEST:

Renata McLeod, City Clerk

CELESTE COONING STUDIO

**SEED OF LIFE
JUNE 2021**

**PUBLIC ART PROPOSAL
4th Street Parking Garage
Coeur d'Alene, Idaho**



**LOCATION:
4th Street
Parking Garage**

**WALL :
Brick veneer
overlay on concrete**



4th St

WALL: Brick Veneer Overlay on Concrete



CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021



CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021



**CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021**

**CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021**



NARRATIVE

CELESTE COONING STUDIO
Seattle, WA
206-992-3268
celestecooning@gmail.com

PROJECT TITLE: SEED OF LIFE

LOCATION:
4th Street Parking Garage
Coeur d'Alene, Idaho

PROJECT TEAM: Celeste Cooning Studio - Principal Artist/Project Manager
Henry Cowdery - 3D Design Rendering and File Set-up
NKH Engineering - Nabil Kausal-Hayes, Structural Engineer
LightWire_Susan Rhodes, Lighting Design
Pacific Sheet Metal - Materials and Fabrication
ArtSite - Installation of Artwork and Lighting
Licensed Electrician - coordination with City of Coeur d'Alene

ARTWORK: Wall Mounted Steel Sculpture
Surface Area Measures 21ft Height by 21ft 6 in Wide, Area begins 16ft off the ground

FABRICATION: Pacific Sheet Metal, Seattle, WA
Material: 14 gauge steel, 26 TOTAL cut-out shapes
All Flat Shapes Attached parallel to Wall, Steel Studs Welded to Backside, approx. 90 studs total, 7 shapes require "spine" on back for lighting attachment
SILVER SHAPES, 12 EACH_Polished Stainless Steel #8 Finish, 14 gauge, laser cut with stainless steel studs welded to back side
WHITE SHAPES, 14 EACH_Mild Steel powder coated bright white, 14 gauge, laser cut with steel studs welded to back side
SCALE: Widest Cut-out Measures 6.5 ft x 6.5ft and weighs 33.22 lbs.
Longest Cut-out Measures 10 ft x 3ft and weighs 37.225 lbs.

INSTALL: ArtSite, Seattle, WA

SPECIFICATIONS:
Wall Composite - Brick Veneer over Concrete
Attachment Method_ Refer to Stamped Drawings by NKH Engineering
Attachment Points_Aprox. 90 points of contact, 2-4 per shape
4 Layers Total_1st Layer sits 2 inches away from Wall
Each subsequent layer 2 inches apart,
Layer 2_4 inches, Layer 3_6 inches, Layer 4_8 inches off the wall
LIGHTING DESIGN: Oversight by Susan Rhodes, LightWire, Seattle, WA
Lighting Component - 7 each LED lighting strips attached to "Spines" on backside of cut-outs converging to a single electrical output, 4 Blue Strands, 3 Warm White Strands

ARTIST STATEMENT

A pervading interest in pattern and repetition led me to explore cut paper. For me, the medium facilitates a particular response to material, shape, light, and space. My studio practice ranges from intimate portable works to immersive installations and art in public art statements. Light actively engages the work with vivid color, reflections and dynamic spaces. A love for pattern and ornament influences the stylized shapes and rhythmic sequences. The sculptural forms often function as signifiers: a threshold, gateway or portal, delineating a passageway, journey, or sacred space. These ethereal, sensorial experiences are meant to evoke visceral responses that spark joy and imagination. It is within these sensational moments that we become more hopeful, curious, and inspired.

SEED OF LIFE functions as a festive gesture to honor and celebrate the vibrant city of Coeur d'Alene. This cornucopia of visual symbols reflects themes of abundance, plenitude and a richness of spirit. Inspiration derived from bountiful waterways, sacred geometry, and the verdant landscape.

MOVEMENT and SCALE: The cut-out shapes cascade down the wall towards the viewer with a gestural force reflective of the powers held by both water and wind. The oversized forms, viewed from below, reflect an immersive experience of the being doused in nature's beauty.

SYMBOLISM: The stylized organic shapes lend themselves to varied interpretations that allow for the viewer's imagination to take hold and build a wide range of narratives. Reflective ribbons of water weave their way in between the unfurling, organic shapes alluding to the rich bounty of fish and flora. The shapes nestle together provoke your mind to build new and unexpected narratives. One might see birds while another sees fish. In gazing at the crown of sun rays, one viewer might reminisce of knitting needles. And on a hot summer's day another might see the flowing form of melted whipped ice cream.

REFLECTIVE LIGHT: The #8 polished steel functions as a mirror of the atmospheric surroundings. The sculpture faces east so the artwork will reflect the rising sunsets and the rainbow of colors that vary throughout the day and the seasons. There is an optical play that occurs between the polished steel and the vibrant bright white shapes. Your eye actively bounces between the two surfaces as the shapes nestle and overlap on another.

CAST SHADOWS: The cut-out shapes sit between 2" and 8" off the wall in bas-relief. This layering allows for cast shadows against the wall and the overlapping shapes. This seemingly static form continues to visually evolve with the passage of time and the ever-changing qualities of light.

NIGHT VIEWING: The reflective light off the polished steel will continue to change as the sunsets and then slowly reveal the nighttime view to include the LED strip. The "ribbons" are back lit in blue to evoke the abundance of water and in contrast the "leaflets" are back lit in white to reflect the vibrant bounty of Coeur d'Alene.

CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021

TIMELINE and BUDGET

CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021

CELESTE COONING STUDIOS

PROJECT TITLE: SEED OF LIFE

4th Street Parking Garage, Coeur d'Alene, Idaho

TIMELINE

September 2021_ DESIGN_Changes and Fabrication Prep

October/November 2021_ FABRICATION_8 Weeks

December 2021_ Fabrication Contingency and Holiday

January 2022_ Powder Coating_2 Weeks

Early February 2022_ Attach Lighting to Sculpture_1 week

Mid_February 2022_ Artwork Ready, in storage until scheduled install_ 3-4 weeks

March 2022_ INSTALL_3 days, Day 1Transport, Day 2 Install, Day 3 Contingency

\$67,500 BUDGET TOTAL. Note: 15% Materials Inflation included in Quote

\$7,500 10% Contingency Upon Approval from the City of Coeur d'Alene

\$75,000 ALLOTMENT FOR PROJECT

\$15,500 DESIGN

\$8,412_Artist Fee/Project Manager

\$ 440_Travel, Hotel and Per Diem, 2 days 1 night

\$1,200_3D Renderings and Design Changes

\$ 805 _ Structural Engineer

\$ 925_Lighting Designer, Consult and Ordering

\$3,375 Taxes (20%)

\$15,157_TOTAL. (\$343_Contingency)

\$30,000 FABRICATION

\$6750_Project Manager

\$ 440_Project Manager, Travel, Hotel and Per Diem, 2 days 1 night

\$1,200_Template to Scale, Prep and Fabrication

\$9,600 _Materials and Labor: 26 Steel Cut-outs, Steel Stud Attachments, "spines" for LED

\$1,440_15% Materials Inflation

\$2,620.00_LIGHTING Component

\$ 393.00 15%. Materials Inflation

\$6,750 Taxes

\$29,193_TOTAL (\$807 Contingency)

\$22,000 INSTALL

\$1,682_Project Manager

\$ 640_Project Manager, _ Travel Costs, Hotel and Per Diem, 3 days and 2 nights

\$ 360 _Artwork Storage, 4 weeks

\$ 800_ArtSite, Lighting Install Prep

\$3000_ArtSite_INSTALL CREW, Transport Artwork Travel, Hotel and Per Diem, 3 days/2 nights

\$6,750 ArtSite_INSTALL Labor

\$2482_ Equipment Rental, Hardware and Consumables

\$1,755_Permits Total, Electrical Permit_ \$460/ Building Permit _\$785/ Plan Check Fee_ \$510

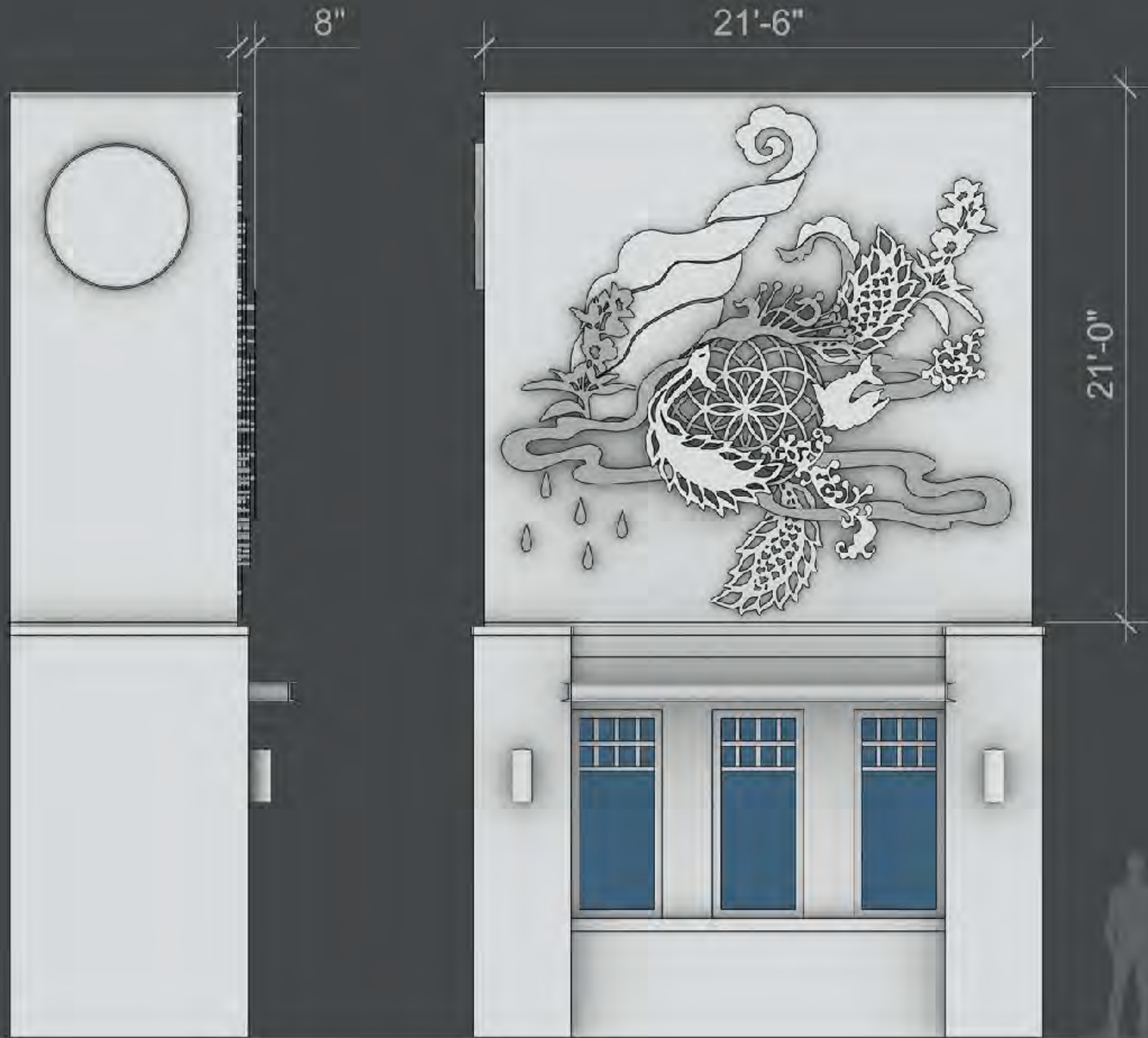
\$ 600_ Estimate for Electrician (Electrical Output provided by the City of Coeur d'Alene)

\$ 360_Insurance Coverage

\$3,375 Taxes

\$21,804_ TOTAL (\$196 contingency)

CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021





ELEVATION RENDERING

N.T.S.

PROJECT DESCRIPTION

2ND STORY ART INSTALL ON AN EXISTING PARKING GARAGE STRUCTURE. ART TO INCLUDE (26) 14 GA LASER CUT STEEL PLATES MOUNTED TO SIDE.

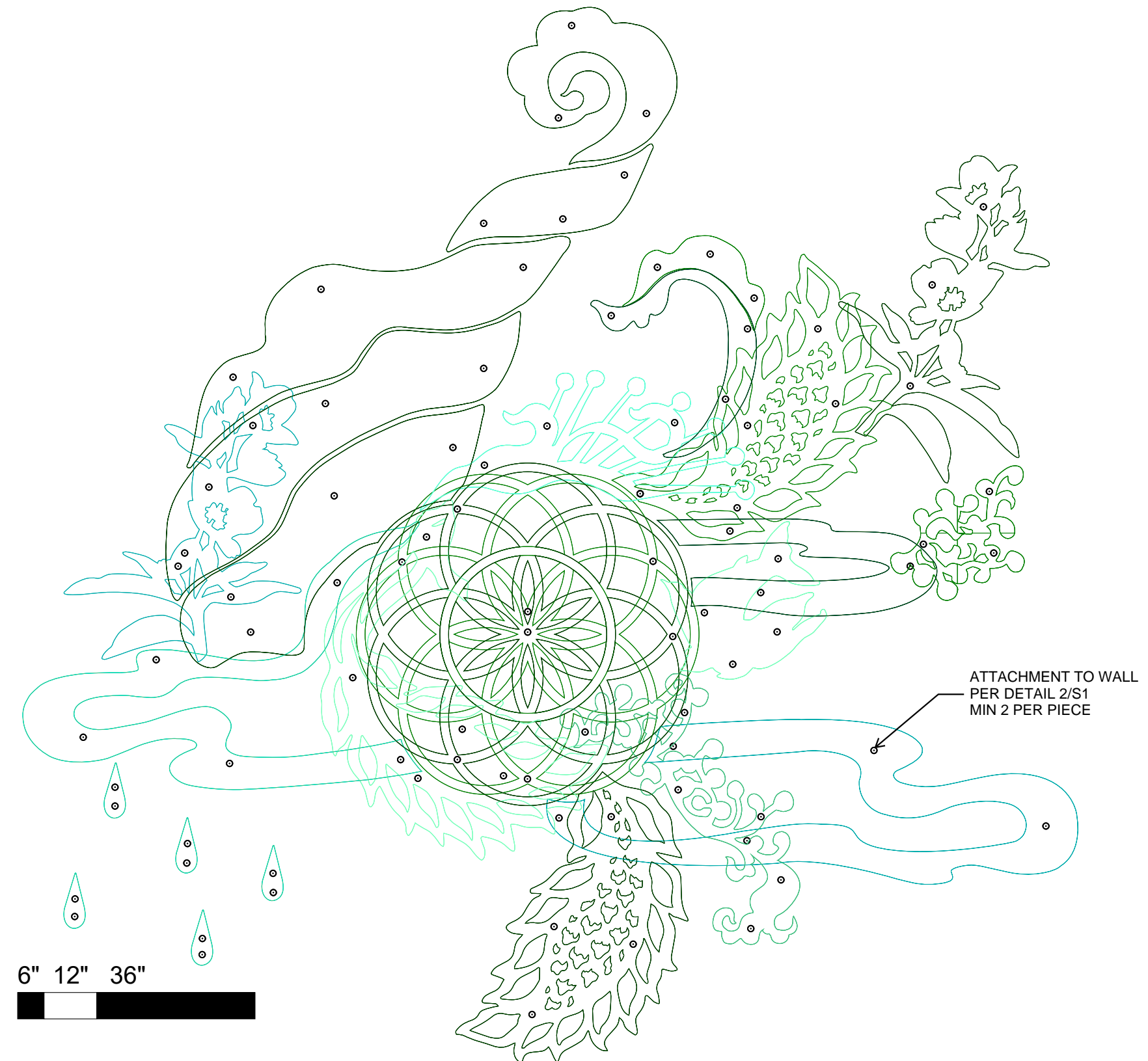
STRUCTURAL NOTES

GENERAL

1. ANY DISCREPANCY FOUND AMONG THE DRAWINGS, THESE NOTES, AND THE SITE CONDITIONS SHALL BE REPORTED TO THE DESIGNER, WHO SHALL CORRECT SUCH DISCREPANCY IN WRITING. ANY WORK DONE BY THE CONTRACTOR AFTER DISCOVERY OF SUCH DISCREPANCY SHALL BE DONE AT THE CONTRACTORS RISK.
2. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CONTRACT DRAWINGS.
3. ALL ERECTION PROCEDURES SHALL CONFORM TO OSHA STANDARDS. ANY DEVIATION MUST BE APPROVED BY OSHA PRIOR TO ERECTION.
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND BE RESOLVED PRIOR TO PROCEEDING WITH THE WORK.
6. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE ENGINEER SO THE PROPER REVISIONS MAY BE MADE. MODIFICATIONS TO CONSTRUCTION DETAILS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.

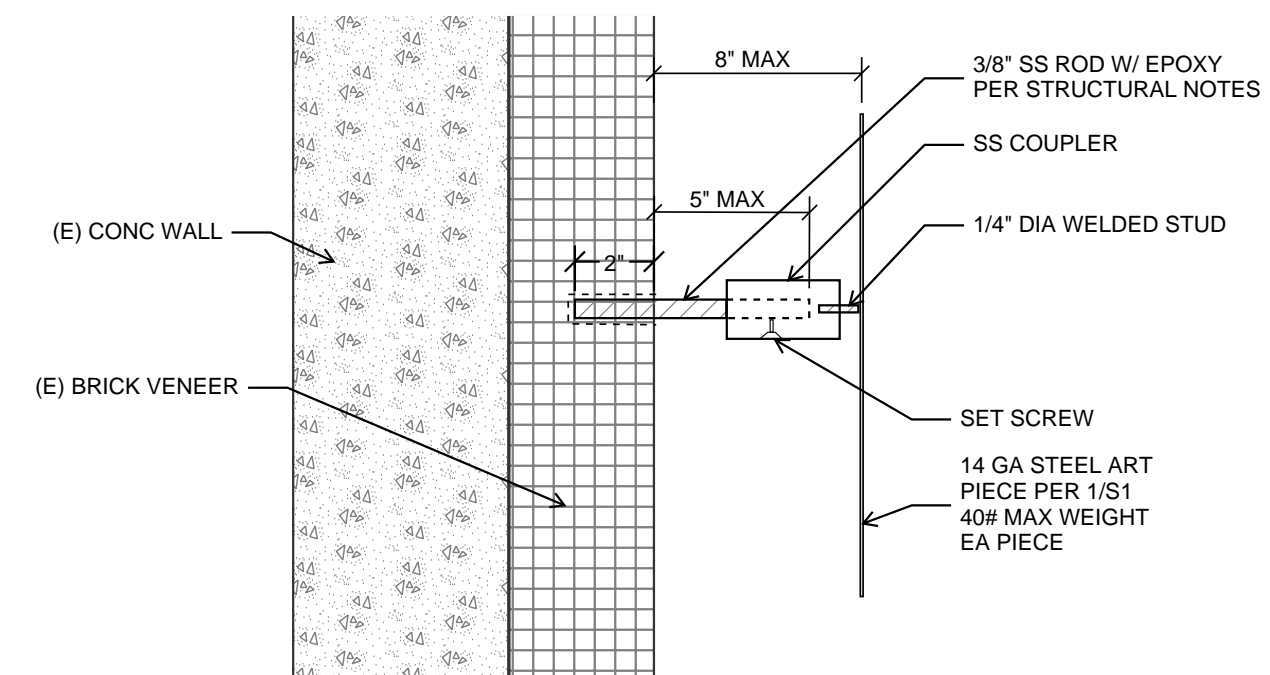
POST-INSTALLED ANCHORS

1. POST-INSTALLED ANCHOR SYSTEMS SHALL COMPLY WITH THE LATEST REVISION OF ICC-ES ACCEPTANCE CRITERIA AND HAVE A VALID ICC-ES REPORT (OR APPROVED EQUIVALENT) IN ACCORDANCE WITH THE APPLICABLE BUILDING CODE.
2. UNLESS OTHERWISE NOTES ON THE DRAWINGS USE ANCHORS LISTED BELOW:
 ADHESIVE ANCHORS IN CONCRETE SHALL BE ONE OF THE FOLLOWING:
 A. HILTI HIT-RE 500-SD ADHESIVE ANCHOR (ICC-ES ESR-2322)
 B. HILTI HIT-HY 200 ADHESIVE ANCHOR (ICC-ES ESR-3187)
 C. POWERS PURE 110+ EPOXY ADHESIVE ANCHOR (ICC-ES ESR-3298)
 D. SIMPSON STRONG-TIE SET-XP EPOXY ADHESIVE ANCHOR (ICC-ES ESR-2508)
 E. SIMPSON STRONG-TIE AT-XP EPOXY ADHESIVE ANCHOR (IAPMO UES ER-263)



1 ALL ART PEICES OVERLAID

1/2" = 1'-0"



2 ATTACHMENT DETAIL

1/2" = 1'-0"

Celeste Idaho Art Attachment

4th St Parking Garage
Coeur d'Alene

Owner:

Architect/Designer:

Celeste Cooning

Structural Engineer:

Nabil Kausal-Hayes, PE



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Revisions:

Revision	Issue Date
1	
-	
-	
-	

Issue Set: Review

Issue Date: 6/25/21

Drawn By: NKH

Checked By: NKH

Sheet Name:

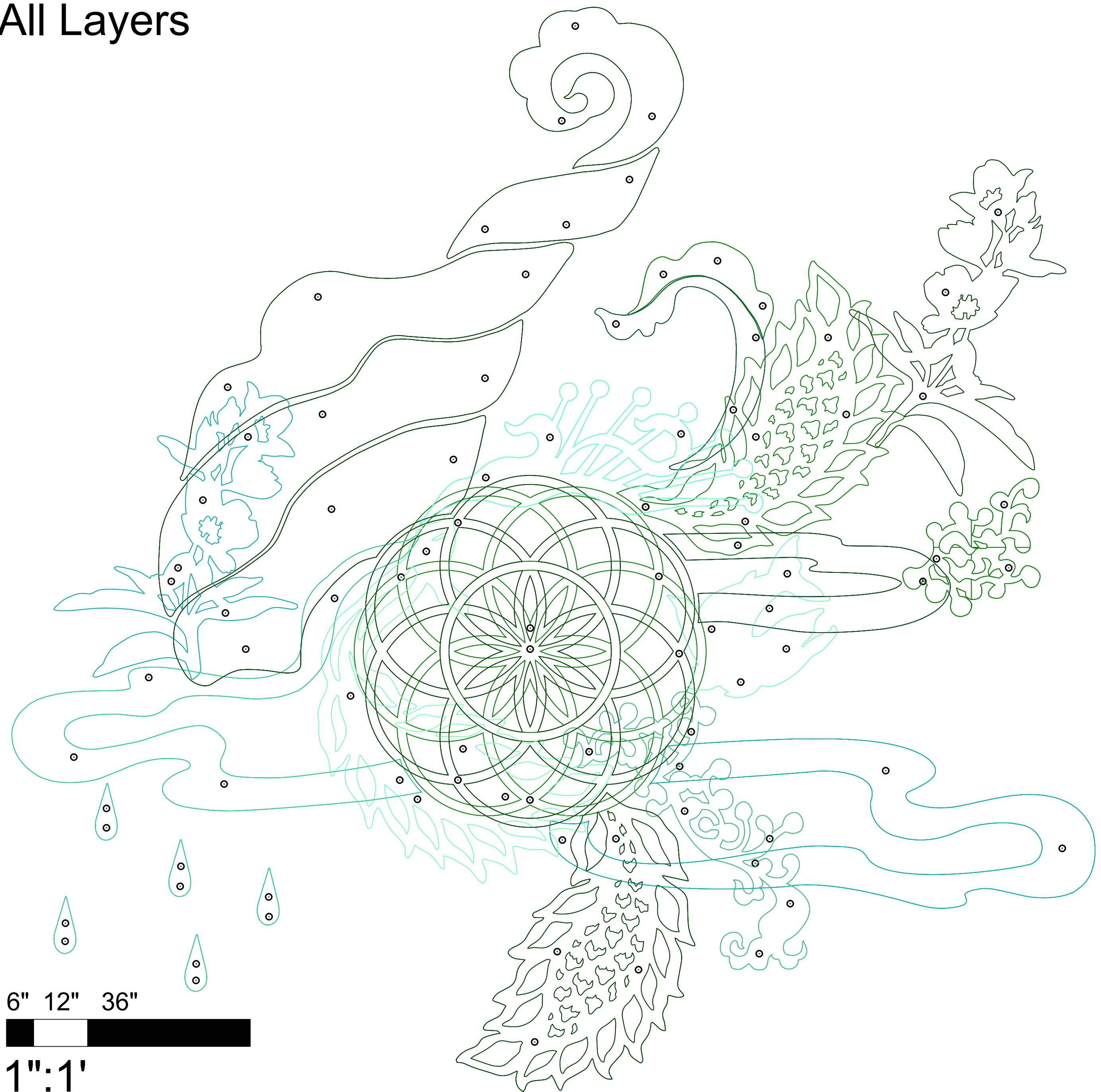
ATTACHMENT
DETAILS

Sheet:

S1

LAYER #	PART #	WEIGHT (LBS)
1	0	22.6
	1	31.2
	2	35.9
	3	17
	4	28.5
	5	7.5
	6	11.3
	7	16.1
	8	33.2
	9	34
2	0	7.8
	1	33.2
	2	37.3
	3	5
	4	28
	5	22.4
3	0	17.5
	1	30.2
	2	0.8
	3	0.8
	4	0.8
	5	0.8
	6	0.8
4	0	17
	1	14
	2	35.8

All Layers



CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021

FABRICATION: Pacific Sheet Metal, Seattle WA
MATERIALS: 14 gauge steel, 26 pieces total
white powder coated and
#8 polished stainless steel



CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021



LightWire

26 June 2021

Celeste Cooning
Celeste Cooning Studio

Subject: 4th Street Parking Garage Art Installation - Idaho
Lighting Design Fee Proposal - Revised

Dear Celeste,

We are pleased to provide this proposal for lighting design services. We will provide services in accordance with the following scope of work and the attached fee calculation.

Project Description and Scope:

This proposal is based on the program information provided by you via e-mail. It is assumed that the lighting design will be based on that of "Sea and Sky", located at Spring2 in Bellevue.

The scope of our lighting design services is to assist with lighting locations within the sculpture pieces, specify the lighting equipment, and coordinate with the installer and the lighting manufacturer for a smooth installation process.

Lighting Equipment Budget:

Based on the Luminii WET product line that was used at the Spring 2 project, and your estimate of 645' of blue light broken into 4 runs, and 221' of white light broken into 3 runs, we estimate the following material cost for lighting equipment:

Estimated lighting equipment cost: \$2,620.00

Assumptions:

- A. Information regarding building power voltage and locations will be provided by others.
- B. Budget pricing for luminaires is based on current estimates. However, LightWire has no control over lighting equipment pricing, and cannot make any guarantee regarding final pricing.
- C. All meetings will take place in Seattle or via remote meeting technology.

Fees and Billing Statements:

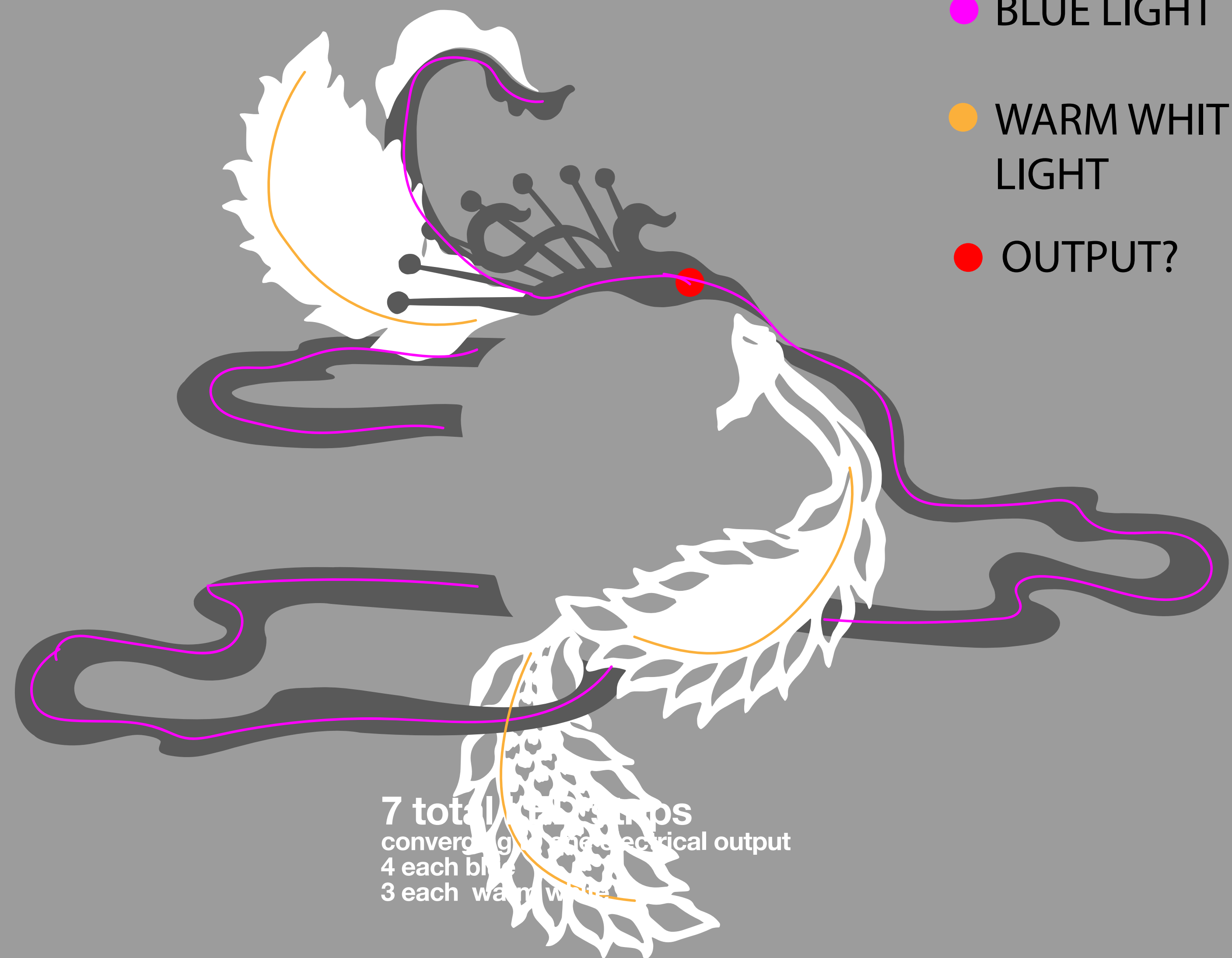
- A. We propose an hourly fee. Breakdown of the hours estimate is attached.

Design Time \$ 925.00

- B. Services in addition to those indicated, and approved in writing, will be provided on an hourly basis at the rates indicated in the attached schedule.

BACK SIDE _ LIGHTING PATHWAY

- BLUE LIGHT
- WARM WHITE LIGHT
- OUTPUT?



7 total cable runs
converging to one electrical output
4 each blue
3 each warm white

FABRICATION:
Add "SPINES" to back side of each Shape for Lighting Attachment



LineLED LL Series Wet is a new small profile, more energy efficient LED strip for wet locations. The LineLED Wet has superior light output, a durable but flexible circuit board and it is very easy to install.

Due to the sealing bond needed to guarantee the wet-rating, exact lengths are required to order the LineLED Wet. Extending and turning corners in the field require custom production.

Avoid direct sunlight and UV ray exposure. UV protection required. If the LineLED Wet is enclosed in the Luminii provided extrusions (page 3) no extra UV protection is required other than the provided lens.

LineLED Wet is not suitable for applications where LEDs can become submerged.

Applications: Indoor / outdoor use for under / above cabinet, cove lighting, counter accent, architectural accents, under banisters, display and book cases, decks, gazebos, barbeque stations and wet bars.

Mounting
LED strip is equipped with 3M™ adhesive transfer tape (9472LE).

Approvals
IP65, ETL Class II wet listed

Beam Angle
120°

Operating voltage
24 VDC

Average life
50,000 hours

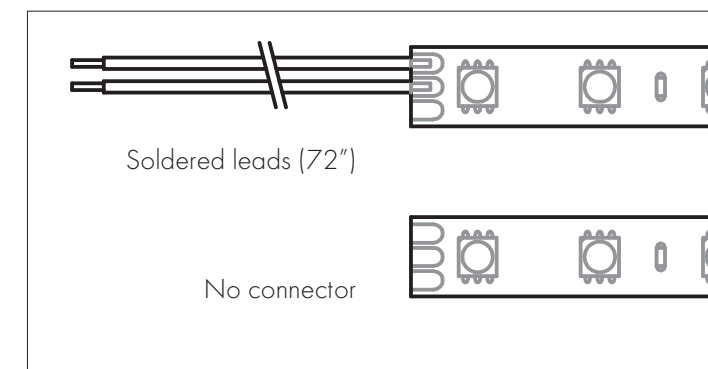
Warranty
3 years



Technical specifications

MODELS	LL18WET	LL30WET	LLX18WET
LEDs/ft	18	30	18
Light output 3100 K	115 lm/ft	185 lm/ft	343 lm/ft
Average power consumption (for 15' section)	1.5 W/ft	2.5 W/ft	4.3 W/ft
CRI	90+	90+	90+
Ordering increment	4.00"	2.50"	4.00"
Maximum run length (in series)	100 ft	48 ft	25 ft
Dimensions	0.39" W 0.13" H	0.45" W 0.09" H	0.39" W 0.09" H

SECTION START/END OPTIONS



Ordering code

MODEL	COLOR TEMPERATURE	SECTION START	SECTION END	LENGTH
LL18WET	27K	SL	NC	
LL18WET	*27K - 2700K	SL - Soldered wire leads (72")	SL - Soldered wire leads (72")	view table above for increment options and maximum run limits
*LL30WET	31K - 3100K		NC - No connector	
LLX18WET	35K - 3500K 40K - 4000K			

*Not Available with LLX18WET
** Title 24 JA8 Compliant



7 Shapes total require "SPINES" on back side to attach lighting strips



**CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021**

**CELESTE COONING STUDIO
SEED OF LIFE
JUNE 2021**



PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 21, 2021**

FROM: **VONNIE JENSEN, COMPTROLLER**

SUBJECT: **AMENDMENTS TO THE 2020-2021 FISCAL YEAR
 APPROPRATIONS (BUDGET)**

DECISION POINT:

To approve Council Bill No. 21-1022 to amend the Fiscal Year 2020-21 Budget by a total of \$4,522,681.

HISTORY:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

FINANCIAL ANALYSIS:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

PERFORMANCE ANALYSIS:

The budget amendment shows increases in expenditures due to carryovers of projects, state and federal grants received, the purchase of property on East Sherman, the transfer of \$1,4 million to the City of Coeur d'Alene Employee Benefit Trust Fund, the Memorial Park Grandstand reconstruction and miscellaneous additional items. Additional revenues of \$1,625,715 are projected to be received in the General Fund to cover the increased expenses for the fiscal year. \$1,976,944 is coming from designated fund balance.

DECISION POINT:

To approve Council Bill No. 21-1022 to amend the Fiscal Year 2020-21 Budget by a total of \$4,522,681.

A stack of gold coins is shown against a blue background. The coins are stacked high, with some blurred in the foreground and background, creating a sense of depth. The lighting is bright, highlighting the metallic texture of the coins.

2020-2021 Budget Amendment

General Fund Additional Expenses	
Police, Fire and Planning Department Grants	\$239,692
Carryovers from FY 2019-20	\$289,063
Demolition of East Sherman Property	\$70,000
Fire Dept – Constant Manning	\$280,000
Police Dept – Front Desk Remodel – from impact fees	\$47,000
CARES Act – COVID Expenses from Designated Fund Balance	\$1,346,493
Fire Dept – Boat House from impact fees	\$93,000
Streets – Dump Truck – proceeds from sale of 2002 Grader & 2008 Freightliner	\$50,500
Miscellaneous Other	\$18,133

Police, Fire and Planning Department Grants	\$239,692
Carryovers from FY 2019-20	\$289,063
Demolition of East Sherman Property	\$70,000
Fire Dept – Constant Manning	\$280,000
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Fire Dept – Boat House from impact fees	\$93,000
Streets – Dump Truck – proceeds from sale of 2002 Grader & 2008 Freightliner	\$50,500
Miscellaneous Other	\$18,133

A stack of silver coins is shown against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Other Funds - Additional Expenses	
Library Grants	\$15,300
Impact Fee Transfers	\$146,500
Sanitation Fund – Garbage Collection	\$430,000
Wastewater Fund – Debt Service 2020 Revenue Bonds	\$930,000
Wastewater Fund – Operating Supplies	\$150,000
Parking Fund Garage Expenses	\$27,000
Parks Capital – Memorial Park Restrooms – Carryover	\$320,000
Parks Capital – Trail Realignment - Carryover	\$8,500
Parks Capital – Memorial Park Grandstand - Carryover	\$61,500

A stack of silver coins is shown against a blue background. The coins are stacked vertically, with the top coin being the most prominent. The background is a solid blue color.

Questions?

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1022

AN ORDINANCE AMENDING ORDINANCE 3656, THE CITY OF COEUR D'ALENE'S ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, APPROPRIATING THE SUM OF ~~\$103,535,756~~ \$108,058,437, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,522,681; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3656, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$103,535,756~~ \$108,058,437, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2020.

Section 2

That Section 2 of Ordinance 3656, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
GENERAL FUND EXPENDITURES:		
Mayor and Council	\$251,742	\$251,742
Administration	217,699	217,699
Finance Department	1,234,784	1,264,149
Municipal Services	1,804,906	1,987,906
Human Resources	418,825	418,825
Legal Department	1,313,413	1,313,413
Planning Department	726,892	761,987
Building Maintenance	547,526	550,026
Police Department	16,732,158	17,107,006
Fire Department	10,710,811	11,149,444

General Government	153,050	1,298,678
Streets and Engineering	4,981,197	5,206,009
Parks Department	2,448,730	2,448,730
Recreation Department	745,208	745,208
Building Inspection	958,485	958,485
TOTAL GENERAL FUND EXPENDITURES:	<u>\$43,245,426</u>	<u>\$45,679,307</u>

	FY 2020-21 BUDGET	FY 2020-21 AMENDED BUDGET
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$1,736,045	\$1,751,345
Community Development Block Grant	695,032	695,032
Impact Fee Fund	450,000	596,500
Parks Capital Improvements	323,260	713,260
Annexation Fee Fund	195,000	195,000
Cemetery Fund	306,787	306,787
Cemetery Perpetual Care Fund	166,500	166,500
Jewett House	26,353	26,353
Reforestation/Street Trees/Community Canopy	120,000	120,000
Public Art Funds	271,300	271,300
TOTAL SPECIAL FUNDS:	<u>\$4,290,277</u>	<u>\$4,842,077</u>

ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$733,250	\$733,250
Water Fund	14,566,370	14,566,370
Wastewater Fund	20,111,378	21,191,378
Water Cap Fee Fund	5,300,000	5,300,000
WWTP Cap Fees Fund	1,484,809	1,484,809
Sanitation Fund	4,215,002	4,645,002
City Parking Fund	1,640,036	1,667,036
Drainage	1,701,863	1,701,863
TOTAL ENTERPRISE EXPENDITURES:	<u>\$49,752,708</u>	<u>\$51,289,708</u>

FIDUCIARY FUNDS:	\$3,169,432	\$3,169,432
CAPITAL PROJECTS FUNDS:	2,201,632	2,201,632
DEBT SERVICE FUNDS:	876,281	876,281
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$103,535,756</u>	<u>\$108,058,437</u>

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 21st day of September, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. _____
ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2020 - 2021

AN ORDINANCE AMENDING ORDINANCE 3656, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 APPROPRIATING THE SUM OF ~~\$103,535,756~~ \$108,058,437, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,522,681; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randy Adams, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annual Appropriation Amendment for Fiscal Year 2020 - 2021, 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 September, 2021.

Randy Adams, Chief Deputy City Attorney

CITY COUNCIL STAFF REPORT

FROM: TAMI STROUD, ASSOCIATE PLANNER
DATE: SEPTEMBER 21, 2021
SUBJECT: ZC-6-21 ZONE CHANGE FROM R-12 TO C-17
LOCATION: +/- 0.366 ACRE PARCEL OFF OF CHERRY LANE AND WEST OF HIGHWAY 95: LOCATED AT 455 W. CHERRY LANE

APPLICANT/OWNER:
CDA Enterprises, LLC Mike Delay
1719 S. Rocky Bridge Dr.
Spokane Valley, WA 99212-3253

DECISION POINT:

The applicant is requesting approval of a zone change from the R-12 to the C-17 zoning district.

- *Planning Commission heard this request for a zone change on August 10, 2021, and recommended approval to City Council in a unanimous vote of 3-0.*

BACKGROUND INFORMATION:

The 0.367-acre parcel is located off of Cherry Lane and west of Highway 95. North Fruitland Lane is west of the subject property. There is an existing single-family dwelling located on the parcel. The applicant has stated that they have no specific development plans for the subject property at this time.

LOCATION MAP:



AERIAL PHOTO:



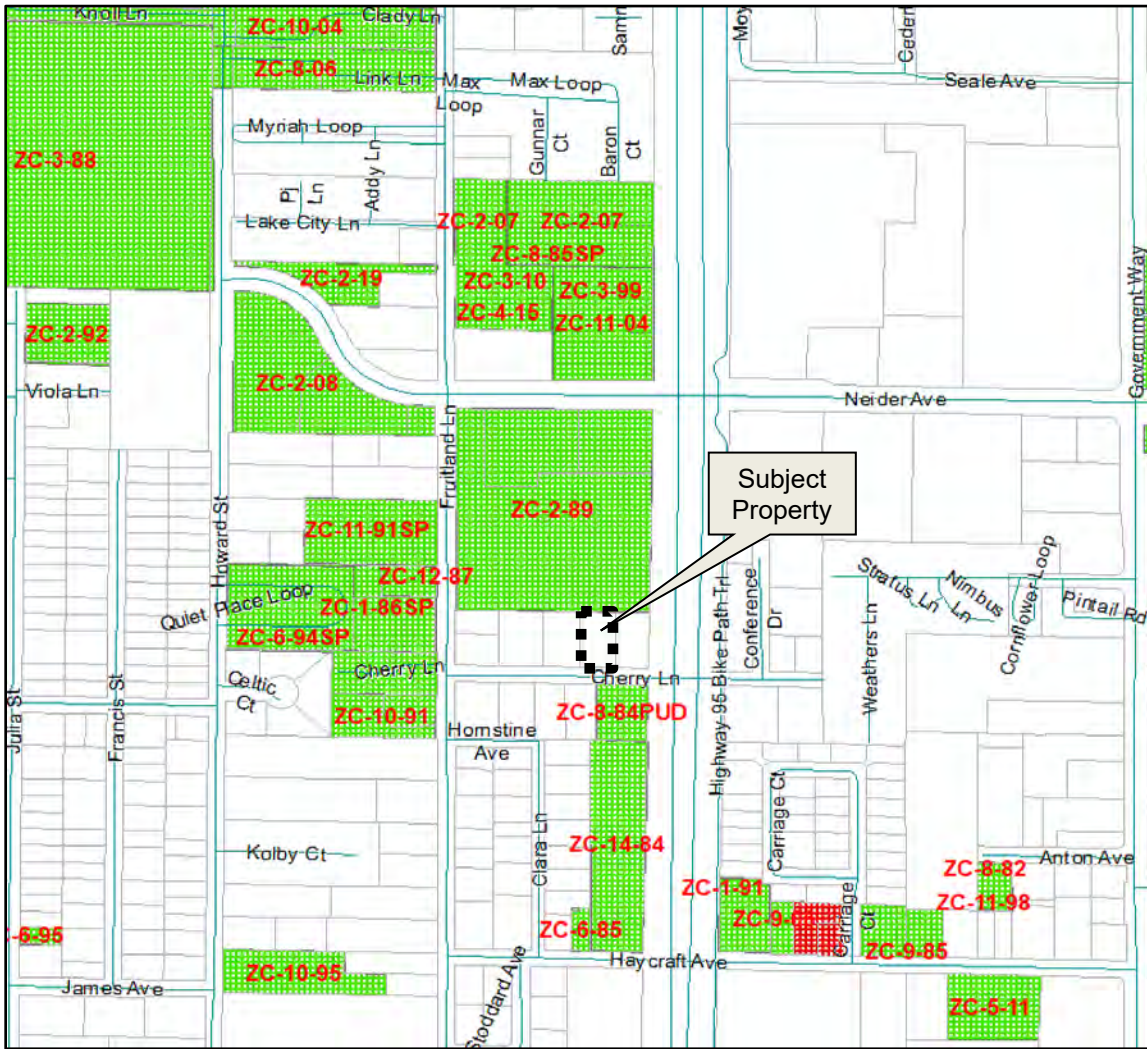
PRIOR LAND USE ACTIONS:

The subject property is surrounded by previous zone change requests that were all approved. As noted on the map on the map on the following page and the list of zone changes below, the changes took place between 1984 and 2019. The majority of the zone changes were from MH-8 to R-17. There were a few to MH-8 to C-17 zone changes. The most recent zone change was from MH-8 to R-17 in 2019.

Zone Changes:

ZC-14-84	R-12 to C-17	Approved
ZC-8-84PUD	R-12 to C-17	Approved
ZC-2-89	R-12 to C-17	Approved
ZC-10-91	MH-8 to R-12	Approved
ZC-11-91	MH-8 to R-17	Approved
ZC-2-07	MH-8 to C-17	Approved
ZC-2-08	MH-8 to R-17	Approved
ZC-4-15	R-17 to C-17	Approved
ZC-1-16	MH-8 to R-12	Approved
ZC-2-19	MH-8 to R-17	Approved

PRIOR LAND USE ACTIONS:



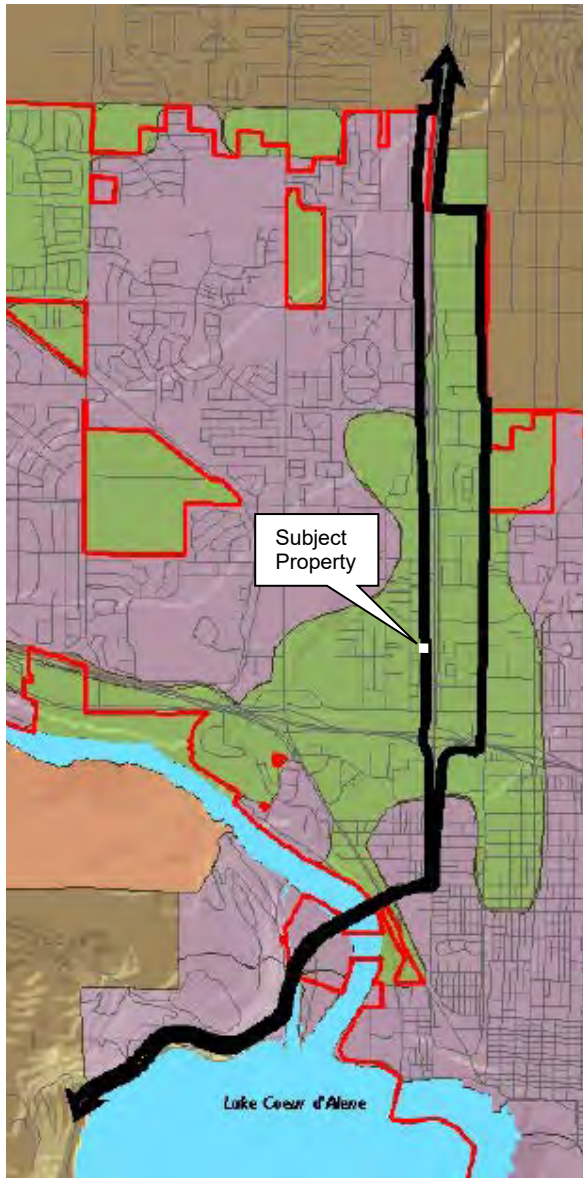
REQUIRED FINDINGS FOR A ZONE CHANGE:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:

- The subject property is within the existing city limits.
- The City Comprehensive Plan Map designates this area as US-95 Corridor:

Land Use: US 95 Corridor:



Transition:

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



US 95 Corridor Today:

US Highway 95 has become a high impact gateway into the community as well as the major north-south highway through north Idaho. It is also the main arterial that connects communities to the north of Coeur d'Alene to I-90 and is the state's principal route to Canada. Northwest Boulevard and I-90 are major intersections within city limits. Large scale native trees along this corridor help to offset the negative impacts associated with a major thoroughfare. Presently the highway is a bottleneck for both local and through traffic.

US 95 Corridor Tomorrow:

The city of Coeur d'Alene will be working during the next planning period until the year 2027 with the Idaho Department of Transportation to design an efficient transportation system through the city.

The characteristics of the US 95 Corridor will be:

- Ensuring that access to businesses along the highway corridor is protected.
- Ensuring the city is not divided by this highway.
- Designing a system for the safe and efficient traffic flow through the city with a separate arterial for through traffic.
- Encouraging retention and planting of native variety, evergreen trees.
- Anticipating that US 95 traffic will be possibly diverted to a future bypass.
- Careful planning is needed to the south of Coeur d'Alene due to the continued development of Blackwell Island.
- Careful planning is needed to the south of Coeur d'Alene because access to these areas is limited to the US 95 bridge over the Spokane River.
- Retaining and expanding landscaping along both I-90 and US 95.
- Provide for safe crossings of US 95 for pedestrian and bicycle traffic.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

Goal #1: Natural Environment

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

Objective 1.11

Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

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

Objective 1.16

Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

Goal #2: Economic Environment

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

Objective 2.01

Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Objective 2.02

Economic & Workforce Development:

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

Objective 2.05

Pedestrian & Bicycle Environment:

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

Goal #3: Home Environment

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

Objective 3.03

Managed Growth:

Direct development of large chain warehouse ("big box") business outlets to zones that will protect neighborhoods.

Objective 3.05

Neighborhoods:

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

Objective 3.06

Neighborhoods:

Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.16

Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

Goal #4: Administrative Environment

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

Objective 4.01

City Services:

Make decisions based on the needs and desires of the citizenry

Objective 4.06

Public Participation:

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

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

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

STORMWATER:

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

- Submitted by Chris Bosley, City Engineering

STREETS:

The subject property is bordered by Cherry Lane to the south. Frontage improvements will be required along the property to meet City standards. Cherry Lane will need to be widened to the north to match the street section immediately to the east, including curb and gutter, sidewalk, and streetside stormwater swale.

- Submitted by Chris Bosley, City Engineering

WATER:

There is adequate capacity in the public water system to support domestic, irrigation and fire flow for the proposed Zone Change.

-Submitted by Kyle Marine, Assistant Water Superintendent

SEWER:

The subject property is connected to public sewer on Cherry Lane. Wastewater has the capacity and willingness to serve this property.

-Submitted by Larry Parsons, Wastewater Utility Project Manager

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals with the corrections to the below conditions.

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

POLICE:

There are no concerns with the proposed zone change request.

-Submitted by Lee White, Police Chief

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

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

PHYSICAL CHARACTERISTICS:

The site is generally flat. There is an existing single-family structure on the subject property. There are also various trees and other vegetation existing on the site. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from R-12 to C-17.

PHOTO 1: Looking north at the subject property from the south side of Cherry Lane.



SITE PHOTO 2: Looking west near the center of Cherry Lane looking with the subject property on the right.



SITE PHOTO 3: Looking northeast along Cherry Lane with the subject property on the left and a commercial use further east across Highway 95 in the distance.



SITE PHOTO 4: Looking north from Cherry Lane at Gross Doughnuts and the Texas Roadhouse restaurant further north along Highway 95.



SITE PHOTO 5: Looking south near the intersection of Cherry Lane and Highway 95 at Harbor Freight Tools, a commercial use near the subject property with primary access off of Cherry Lane.



SITE PHOTO 6: Looking north along the Highway 95 frontage from Cherry Lane at the commercial businesses along Highway 95.



SITE PHOTO 7: Looking northeast near the intersection of Cherry Lane and Highway 95 toward the commercial uses on the east side of Highway 95.



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

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

TRAFFIC:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Although the property is only 0.39 acres in size, if combined with an adjacent lot and/or developed to its maximum potential in retail, such as a convenience store, drive-thru coffee shop, or drive-thru bank, the property could generate hundreds of trips per day.

Without knowing the intent of this property or the potential traffic impacts, the Streets & Engineering Department cannot comment on the zone change as proposed.

-Submitted by Chris Bosley, City Engineering

NEIGHBORHOOD CHARACTER:

From 2007 Comprehensive Plan: US 95 Corridor Today:

US Highway 95 has become a high impact gateway into the community as well as the major north-south highway through north Idaho. It is also the main arterial that connects communities to the north of Coeur d'Alene to I-90 and is the state's principal route to Canada. Northwest Boulevard and I-90 are major intersections within city limits. Large scale native trees along this corridor help to offset the negative impacts associated with a major thoroughfare.

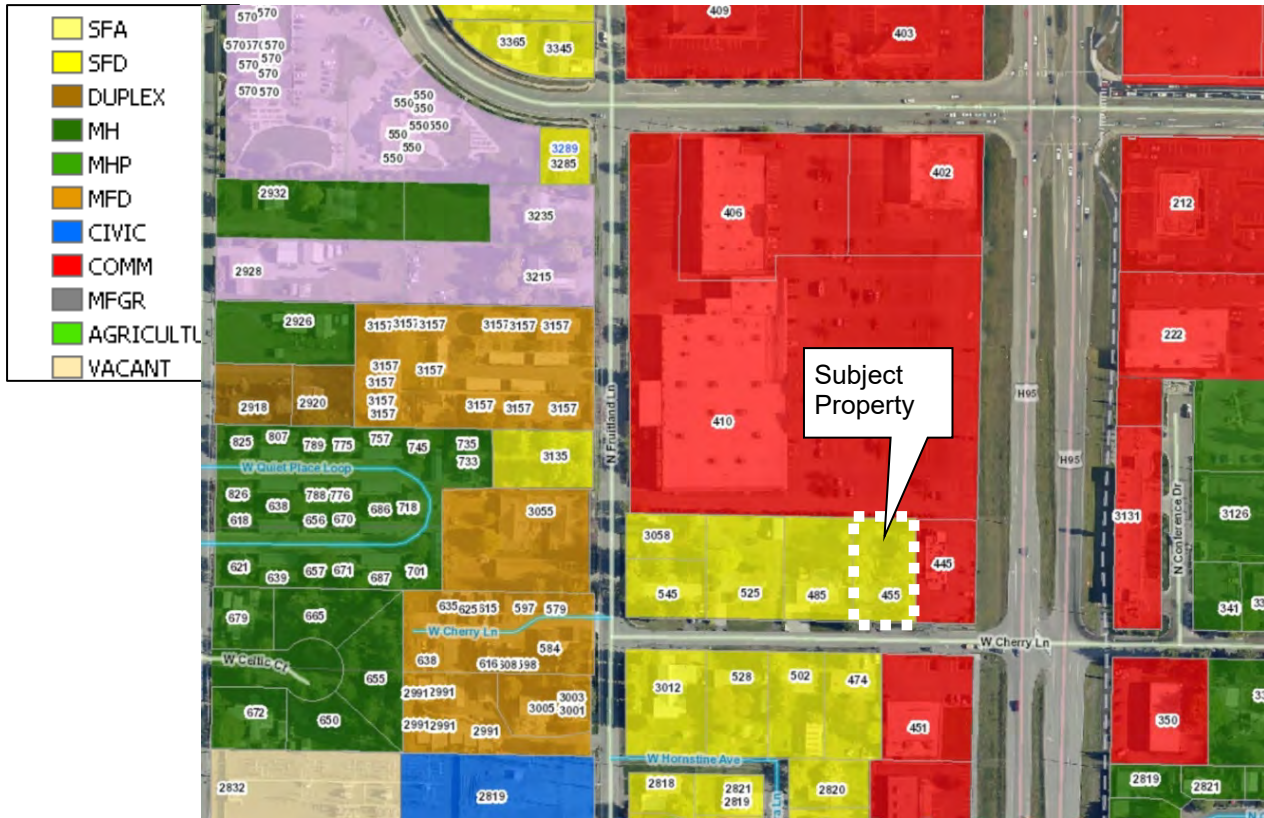
Presently the highway is a bottleneck for both local and through traffic.

SURROUNDING LAND USES:

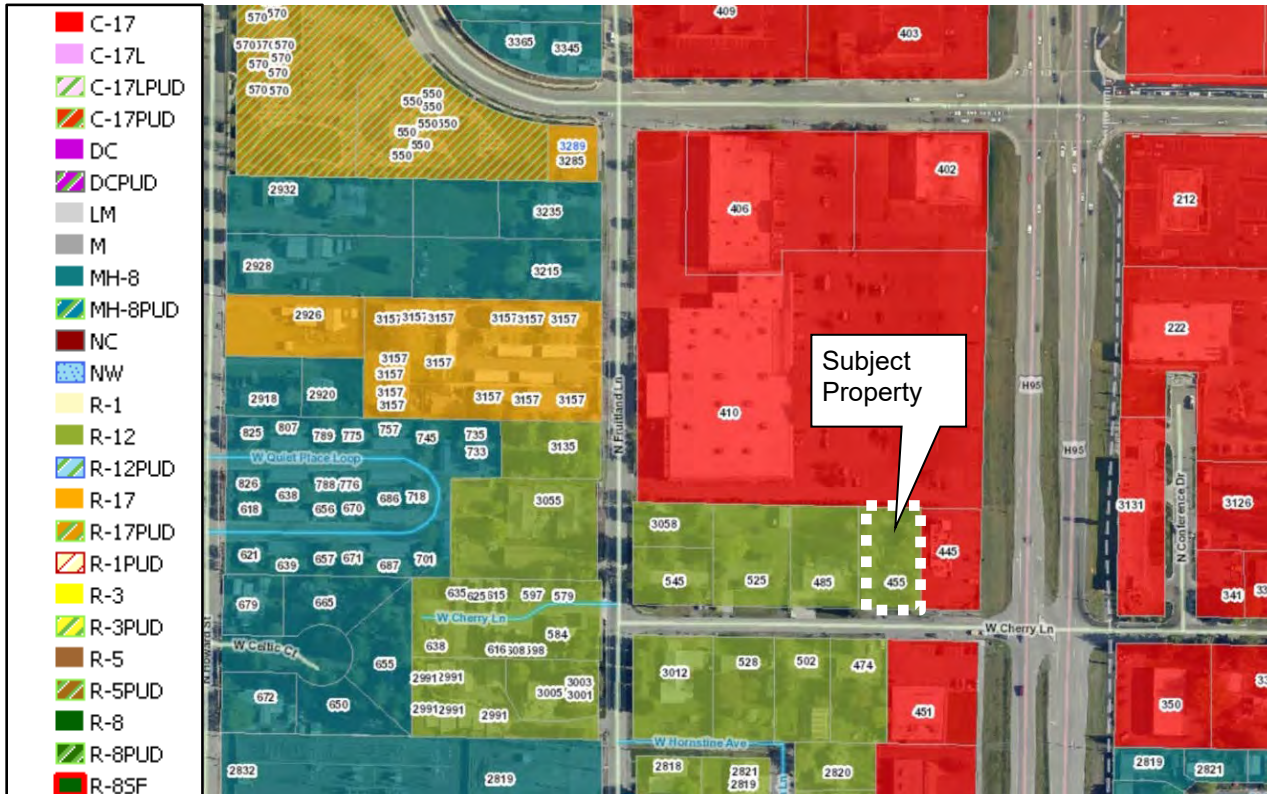
The subject property is located near the commercial corridors of Highway 95, Appleway and Neider Avenue. It is located at 455 N. Cherry Lane just west of Highway 95. Gross Doughnuts abuts the property to the east. A large retail center with commercial uses such as Grocery Outlet, Texas Roadhouse and the Dollar Store are located directly to the north, with the commercial parking lot for those uses abutting the rear yard of the subject property. Harbor Freight Tools is located on the southwest corner of Highway 95 and Cherry Lane. There are three (3) single family dwellings directly to the west of the subject property. *See Land Use Map on the next page.*

The applicant has not determined a proposed use should the zone change be approved.

GENERALIZED LAND USE PATTERN:



ZONING MAP:



Approval of the zone change request would allow the uses by right to change from R-12 uses to C-17 uses (as listed below).

Existing R-12 Zoning District:

The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater of twelve (12) units per gross acre.

17.05.180: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-12 district shall be as follows:

- Administrative Office
- Duplex housing
- Essential service
- Home occupation
- Neighborhood recreation
- Public recreation
- Single-family detached housing

17.05.190: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-12 district shall be as follows:

- Accessory dwelling unit.
- Garage or carport (attached or detached).
- Private recreation facility (enclosed or unenclosed).

17.05.200: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an R-12 district shall be as follows:

- Boarding house
- Childcare facility
- Commercial film production
- Commercial recreation
- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only
- Two (2) unit per gross acre density increase

17.05.240: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

Minimum yard requirements for residential activities in an R-12 District shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten-foot (10') minimum.
3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: The rear yard requirement shall be twenty-five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space

17.05.245: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:

Minimum yard requirements for nonresidential activities in an R-12 district shall be as follows:

- A. Front: The front yard requirement shall be twenty feet (20').
- B. Side, Interior: The interior side yard requirement shall be twenty five feet (25').
- C. Side, Street: The street side yard requirement shall be twenty five feet (25').
- D. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space.

Proposed C-17 Zoning District:

- A. The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.
- B. This district should be located adjacent to arterials, however, joint access developments are encouraged.
- C. A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking facilities.
- D. Residential developments in this district are permitted as specified by the R-17 district.
- E. Project review (chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses, except residential uses for four (4) or fewer dwellings.

17.05.500: PERMITTED USES; PRINCIPAL:

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

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- Commercial recreation.
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores, on/off site consumption.
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.
- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.
- Laundry service.
- Ministorage facilities.
- Mobile food court.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.

- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office. (Ord. 3560, 2017)

17.05.510: PERMITTED USES; ACCESSORY:

- Accessory permitted uses in a C-17 district shall be as follows:
- Accessory dwelling units.
- Apartment for resident caretaker watchman.
- Outside area or buildings for storage and/or preparation of merchandise or goods necessary for and incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district. (Ord. 3288 §38, 2007: Ord. 1691 §1(part), 1982)

17.05.520: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in a C-17 district shall be as follows:

- Adult entertainment sales and service.
- Auto camp.
- Criminal transitional facility.
- Custom manufacturing.
- Extensive impact.
- Residential density of the R-34 district as specified.
- Underground bulk liquid fuel storage - wholesale.
- Veterinary hospital.
- Warehouse/storage.
- Wireless communication facility.

17.05.530: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in a C-17 district shall be as follows:

MAXIMUM HEIGHT

Structure Type	Structure Location
	In Buildable Area For Principal Facilities
For residential uses	As specified by the R-17 district
For the remaining uses	No height limitation

17.05.550: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

Minimum lot requirements in a C-17 district shall be as follows:

- Residential lot requirements are as specified for the R-17 district.
- For the remaining uses, there are no minimum lot requirements except as required by state or federal laws.

17.05.560: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

- Minimum yard requirements in a C-17 district shall be as follows:
- Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.
- For multiple-family housing, see the R-17 district.

For remaining uses:

1. Front: The front yard requirement shall be ten feet (10') except where a majority of the property of the same block is already developed to the property line, in which case the front yard setback is zero feet (0').
 2. Side And Rear: The side and rear yard requirements shall be zero feet (0') except as required by life safety or uniform building codes and except when the side or rear abuts a lot in a different district that requires rear or side yards, in which case the property in this district shall have setbacks as specified in section 17.06.475 of this title. In no circumstance shall an eave extend over a property line or result in stormwater impacts offsite. The building shall be set back five feet (5') minimum from the eave to the property line where the roof slopes towards the property line. If a metal roof is being used, the setback or installation of snow brakes shall be determined by the Building Department.
- D. For horizontal mixed use projects with both multiple-family housing and commercial uses, the setbacks shall be those which are applicable to the individual use in that portion of the project.
- E. There will be no permanent structures constructed within the corner cutoff.

17.05.565: BASIC DEVELOPMENT STANDARDS; DESIGN GUIDELINES AND DEPARTURES:

- A. Establishment Of Design Guidelines: The city council shall adopt by resolution a list of design guidelines that are applicable to all developments within the C-17 district. Each design guideline must be met by the proposed development. However, the design guidelines are intended to provide some flexibility in application provided that the basic intent of the guidelines is met. Compliance with these design guidelines will be determined by the planning director or the design review commission as provided by section 17.09.315 of this title. If the project is reviewed by the planning director, an appeal may be taken to the design review commission by an aggrieved party by following the appeal procedures specified in section 17.07.945 of this title.
- B. Design Departures: An applicant may request a design departure from any of the design guidelines adopted pursuant to this section. The planning director will review all requests for design departures on projects not subject to design review commission review under section 17.09.315 of this title. In order for the planning director to approve a design departure, he or she must find that:
1. The project must be consistent with the comprehensive plan and any applicable plan;
 2. The requested departure meets the intent of statements relating to applicable development standards and design guidelines;
 3. The departure will not have a detrimental effect on nearby properties or the city as a whole;
 4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole; and
 5. If a deviation from a building design guideline is requested, the project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the planning director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.

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

APPLICABLE CODES AND POLICIES:

UTILITIES:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

STREETS:

4. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
5. All required street improvements shall be constructed prior to issuance of, or, in conjunction with, building permits.
6. An encroachment permit is required to be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

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

PROPOSED CONDITIONS:

None

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2017 Trails & Bikeways Master Plan

ACTION ALTERNATIVES:

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

Attachment: Applicant's Narrative

City Council Meeting



September 21, 2021

ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

APPLICANT/CONSULTANT:

CDA Enterprises, LLC Mike Delay
1719 S. Rocky Bridge Dr.
Spokane Valley, WA 99212-3253

REQUEST:

Zone change from the R-12 to the C-17 zoning district.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

LOCATION:

Property is located off of Cherry Lane and west of Highway 95, located at 455 W. Cherry Lane

LEGAL NOTICE:

Published in the CDA Press on September 1, 2021



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Location Map



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Aerial Photo



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

**Aerial Photo
Showing Nearby
Services**



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

Finding #B11:

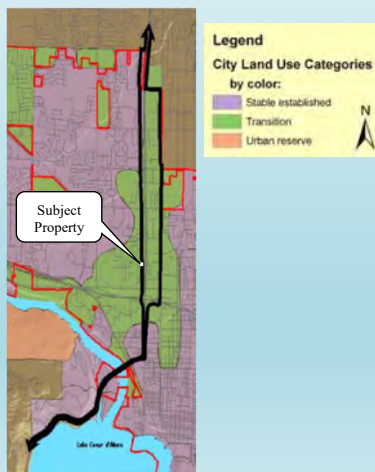
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8:

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



2007 Comprehensive Plan:
US 95 Corridor

Transition Areas:

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



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8:

The characteristics of Highway 95 Corridor neighborhoods will be:

- Ensuring that access to businesses along the highway corridor is protected.
- Ensuring the city is not divided by this highway.
- Designing a system for the safe and efficient traffic flow through the city with a separate arterial for through traffic.
- Encouraging retention and planting of native variety, evergreen trees.

ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8: continued...

The characteristics of Highway 95 Corridor neighborhoods will be:

- Anticipating that US 95 traffic will be possibly diverted to a future bypass.
- Careful planning is needed to the south of Coeur d'Alene due to the continued development of Blackwell Island.
- Careful planning is needed to the south of Coeur d'Alene because access to these areas is limited to the US 95 bridge over the Spokane River.
- Retaining and expanding landscaping along both I-90 and US 95.
- Provide for safe crossings of US 95 for pedestrian and bicycle traffic.

ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

COMPREHENSIVE PLAN: GOALS & OBJECTIVES:

Goal #1 Natural Environment

- 1.11 Community Design
- 1.12 Community Design
- 1.14 Efficiency

Goal #2 Economic Environment

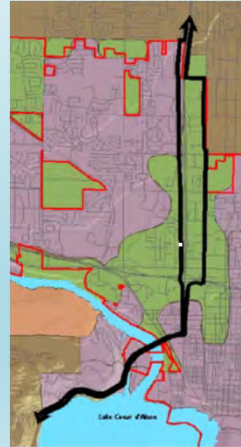
- 2.01 Business Image & Diversity
- 2.02 Economic & Workforce Development

Goal #3 Home Environment

- 3.03 Managed Growth
- 3.05 Neighborhoods
- 3.06 Neighborhoods
- 3.07 Neighborhoods

Goal #4 Administrative Environment

- 4.06 Public Participation



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B9:

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

- City staff from Engineering, Streets, Water, Fire, Police, Parks, and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed request.
- No objection to this zone change request as proposed.

See pages 6 and 7 of the staff report for departmental comments.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B10:

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

PHYSICAL CHARACTERISTICS:

The site is generally flat. There is an existing single-family structure on the subject property. There are also small trees and other vegetation existing on the site. There are no topographical or physical constraints that would make the subject property unsuitable to change the zoning from R-12 to C-17.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 1



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 2



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 3



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 4



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 5



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 6



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 7



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11:

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



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11: continued...

Traffic:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Although the property is only 0.39 acres in size, if combined with an adjacent lot and/or developed to its maximum potential in retail, such as a convenience store, drive-thru coffee shop, or drive-thru bank, the property could generate hundreds of trips per day.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11: continued...

Traffic:

Without knowing the intent of this property or the potential traffic impacts, the Streets & Engineering Department cannot comment on the zone change as proposed.

-Submitted by Chris Bosley, City Engineer



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

**Surrounding
Land Uses**

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



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Zoning Map



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Proposed C-17 Zoning District:

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

This district should be located adjacent to arterials; however, joint access developments are encouraged.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

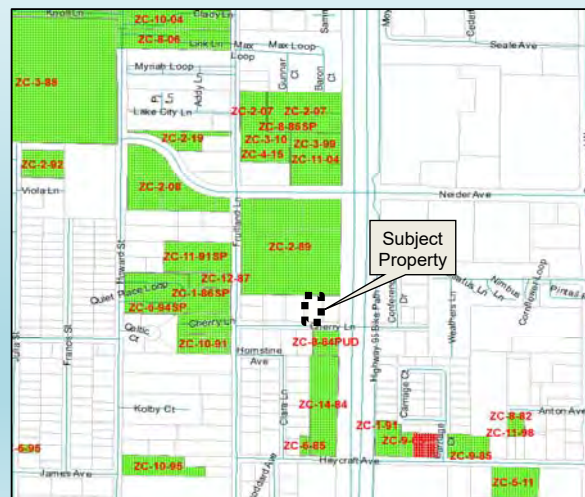
The following is a list of a few of the Principal uses that are permitted in the C-17 district:

- Administrative offices.
- Automobile sales.
- Banks and financial institutions.
- Business supply retail sales.
- Business support service.
- Commercial kennel.
- Department stores.
- Farm equipment sales.
- Food and beverage stores
- General construction service.
- Home furnishing retail sales.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.
- Ministorage facilities.
- Professional offices.
- Retail gasoline sales.
- Specialty retail sales.
- Veterinary office



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Zone Changes - Map



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

DECISION POINT: Zone Change

Provide a decision regarding the proposed zone change from R-12 to C-17 on approximately .36 acres.



ZC-6-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

ACTION ALTERNATIVES:

The City Council will need to consider this request and make appropriate findings to:

- Approve
- Deny
- Deny without prejudice.



Location Map



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

ZC-6-21

A. INTRODUCTION

This matter having come before the Planning Commission on, August 10, 2021, and there being present a person requesting approval of Item ZC-6-21, a request for a zone change from R-12 to C-17 zoning district

APPLICANT: CDA ENTERPRISES, LLC , Mike Delay

LOCATION: +/- 0.366 ACRE PARCEL OFF OF CHERRY LANE AND WEST OF HIGHWAY 95: LOCATED AT 455 W. CHERRY LANE

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

The Planning Commission (adopts) (does not adopt) Items B1 to B7.

- B1. That the existing land uses are Commercial and Residential
- B2. That the Comprehensive Plan Map designation is US-95 Corridor:
- B3. That the zoning is R-12.
- B4. That the notice of public hearing was published on, July 24, 2021 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 1, 2021 ,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 August 10, 2021.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Goal #1: Natural Environment

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

Objective 1.11 Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl

Objective 1.14 Efficiency:

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

Objective 1.16 Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trails systems.

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

Objective 2.01 Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Objective 2.02 Economic & Workforce Development:

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

Objective 2.05 Pedestrian & Bicycle Environment:

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

Goal #3: Home Environment

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

Objective 3.03

Managed Growth:

Direct development of large chain warehouse ("big box") business outlets to zones that will protect neighborhoods.

Objective 3.05 Neighborhoods:

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

Objective 3.06 Neighborhoods:

Protect the residential character of neighborhoods by allowing residential/commercial industrial transition boundaries at alleyways or along back lot lines if possible.

Objective 3.07 Neighborhoods:
Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.16 Capital Improvements:
Ensure infrastructure and essential services are available for properties in development.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management.

Objective 4.01 City Services:
Make decisions based on the needs and desires of the citizenry.

Objective 4.06 – Public Participation:
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff comments on page 7 of the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time because it is a flat site with no constraints.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because this request makes this a suitable change with no impact to traffic.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of CDA ENTERPRISES, LLC , Mike Delay for a zone change, as described in the application should be approved.

Special conditions applied are as follows:


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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes

Commissioners Mandel, Ward and Rumpler were absent.

Motion to approve carried by a 3 to 0 vote.



CHAIRMAN TOM MESSINA

1. Applicant: CDA Enterprises, LLC
Location: 455 W. Cherry Lane
Request: A proposed zone change from R-12 to C-17
QUASI-JUDICIAL, (ZC-6-21)

Tami Stroud, Associate Planner provided the following statements

- The 0.367-acre parcel is located off of Cherry Lane and west of Highway 95. North Fruitland Lane is west of the subject property. There is an existing single-family dwelling located on the parcel.
- The applicant has stated that they have no specific development plans for the subject property at this time.
- She stated that the City Comprehensive Plan Map designates the area as US-95 Corridor.
- She noted that all city departments review the request and had no concerns.
- She stated if approved, there are no conditions.

Ms. Stroud concluded her presentation.

Commission Comments:

Commissioner Luttrupp stated that the zoning map included in the staff report was very helpful showing what the past zone changes were in the area. He noted that we received a letter from a citizen in our packet who stated that they own a home on the site and that the house was owned by his grandparents who said it was time for them to move on. He added that this request for a zone change is appropriate since the city is growing in that direction for the proposed zoning.

Mike Delay, applicant provided the following statements.

- He stated he owns the property and currently has no plans yet for the property but would consider in the future to expand the business onsite to closer to Highway 95 for expansion.
- He stated we are surrounded by commercial and if the zone is successful, we would demo the home.
- He stated that this zone change makes sense because it would be a buffer between Highway 95 and apartments.

Mr. Delay concluded his presentation.

Commission Comments:

Chairman Messina inquired if he owned the business "Gross Doughnuts" to the north. Mr. Delay answered that he does own the property and building where the business is located.

Public testimony closed.

Discussion:

Commissioner Ingalls commented that he sees the land use pattern area is in transition and should be C-17 and supports this request.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	No

Commissioner Luttrupp commented that by his no vote is 2-1 because there is only three out of six commissioners present. He explained that makes the vote very slim and would like to change his vote to yes. He said he was simply making a point that the Chair should vote.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 3 to 0 vote.

City of Coeur d'Alene, Zone Change Application, Reason for Request
455 W. Cherry Lane, Coeur d'Alene, ID 83814
Parcel #C4050000061B, Zoned R-12

This parcel is zoned R-12. It is in the **US 95 Corridor** under the City's CP (Comprehensive Plan). This Corridor is defined under the CP as in "**Transition**". This area in Transition includes 455 W. Cherry Lane, one of a handful of residential lots that will be changing and ultimately all the area is expected to be zoned commercial, C-17. This R-12 parcel's borders are as follows: to the east it is bordered by Gross Donuts, C-17, known as 445 W. Cherry Lane and adjacent to Hwy 95; to the north it is bordered by a large retail center (Grocery Outlet, Harbor Freight Tools, Texas Roadhouse, etc.), C-17; and to the south (across the street) is another commercial user. The CP's purpose/intent of this category, **Transition**, is to continue the change envisioned by the City. The goals and objectives of the CP are met with a zone change from R-12 to C-17: (1) no impact on the environment; and (2) economic growth is encouraged. This zone change is in keeping with the existing zoning of the C-17 parcels immediately adjacent and nearby. Rezone from R-12 to C-17 is in character with the surrounding land use and zoning and in harmony with the CP's goals and objectives for this corridor, the **US 95 Corridor**.

Thank you. CDA Enterprises, LLC, owner/applicant for zone change. 06.29.2021.

STUHMILLER, SHANA

From: Craig Shoquist <craigshoquist@gmail.com>
Sent: Monday, August 02, 2021 3:22 PM
To: STUHMILLER, SHANA

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

455 w. Cherry Lane, CDA ID 83815. Hello. My name is Craig Shoquist and my family has owned the house listed at the address I've already mentioned for close to 40 years. My grandparents owned it, and after they both passed away, my mother got the house.. She lived in it for over 20 years before she was taken from me by covid last December. I recently sold the house to Mike Delay. Im just writing you to let you know that I completely agree with, and give my support to changing the zoning of the property to commercial property from residential. The way this area has been growing and expanding, frankly I'm surprised that it hasn't already happened. So I completely support his efforts at changing the zoning. Thank you very much.

ORDINANCE NO. _____
COUNCIL BILL NO. 21-1023

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.366 ACRE PARCEL OFF OF CHERRY LANE AND WEST OF HIGHWAY 95, COMMONLY KNOWN AS 455 W. CHERRY LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted.

NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

A portion of Tracts 60 and 61, Fruitland Addition to Coeur d'Alene, according to the amended plat there-of recorded in Book C of Plats Page 12, records of Kootenai County, Idaho and commonly known as 455 W. Cherry Lane.

is hereby changed and rezoned from R-12 (Residential at 12 units per acre) to C-17 (Commercial at 17 units per acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 3. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 21, 2021.

APPROVED this 21st day of September 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-6-21_

+/- 0.366 ACRE PARCEL AT 455 W. CHERRY LANE

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.366 ACRE PARCEL OFF OF CHERRY LANE AND WEST OF HIGHWAY 95: 455 W. CHERRY LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, +/- 0.366 ACRE PARCEL AT 455 W. CHERRY LANE, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21st day of September, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

**CITY COUNCIL
STAFF REPORT**

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: SEPTEMBER 21, 2021

SUBJECT: A-3-21 – ZONING IN CONJUNCTION WITH ANNEXATION OF 4.18 ACRES FROM COUNTY COMMERCIAL TO C-17.

LOCATION: PROPERTY LOCATED AT 3525 W SELTICE WAY.

APPLICANT:
Kootenai Youth Recreation Organization
ATTN: Vince Hughes, KYRO President
P.O. Box 491
Post Falls, ID 83877

Architect:
Longwell Trapp Architects
ATTN: Cory Trapp
8382 N Wayne Drive, Suite 204
Hayden, ID 83835

DECISION POINT:

The applicant is requesting approval of an annexation of 4.18 acres in conjunction with zoning approval from County Commercial to C-17 Commercial zoning district.

- *Planning Commission heard this request for annexation on August 10, 2021, and recommended approval to City Council in a unanimous vote of 3-0, suggesting the inclusion of the four annexation agreement items found at the end of the staff report.*

BACKGROUND INFORMATION:

The subject property is currently the home to Frontier Ice Arena and located in the unincorporated area of the county. The subject site is adjacent to the city limits on the west and southwest side of the subject site. The property is currently zoned County Commercial. The subject site is located within the City's Area of City Impact (ACI).

The current Frontier Ice Arena has operated at this site since 2001 and replaced an older facility that operated on the site many years prior to the construction of the new rink. The applicant has indicated that the continued growth in Kootenai County and the surrounding area has created a demand for an additional ice rink.

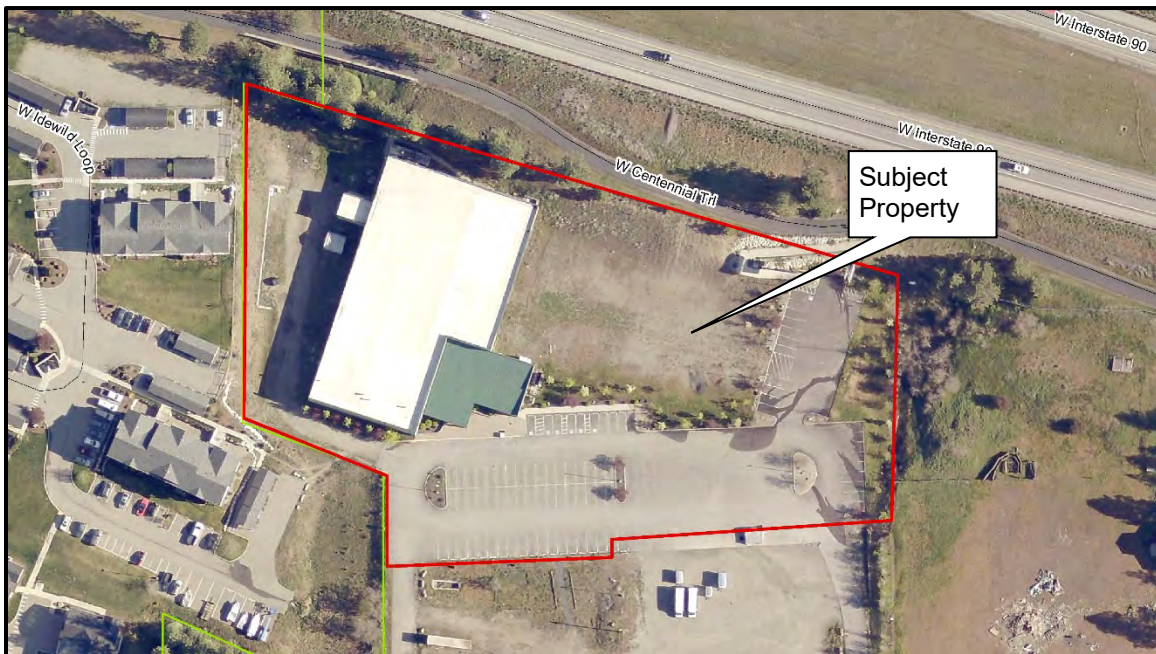
The Ice Arena would like to expand and add a second sheet of ice to serve the growing needs of the hockey and ice skating in the community. In order to expand, the Frontier Ice Arena is required to connect to the City of Coeur d'Alene sewer system as the existing septic drain field does not have the capacity to accommodate the increased building size.

The applicant is proposing a C-17 zoning district designation. The zoning ordinance classifies an ice arena use as commercial recreation, which is a permitted use in the C-17 zoning district. See the applicant's narrative that is an attachment at the end of this report for the full details of their request.

PROPERTY LOCATION MAP:



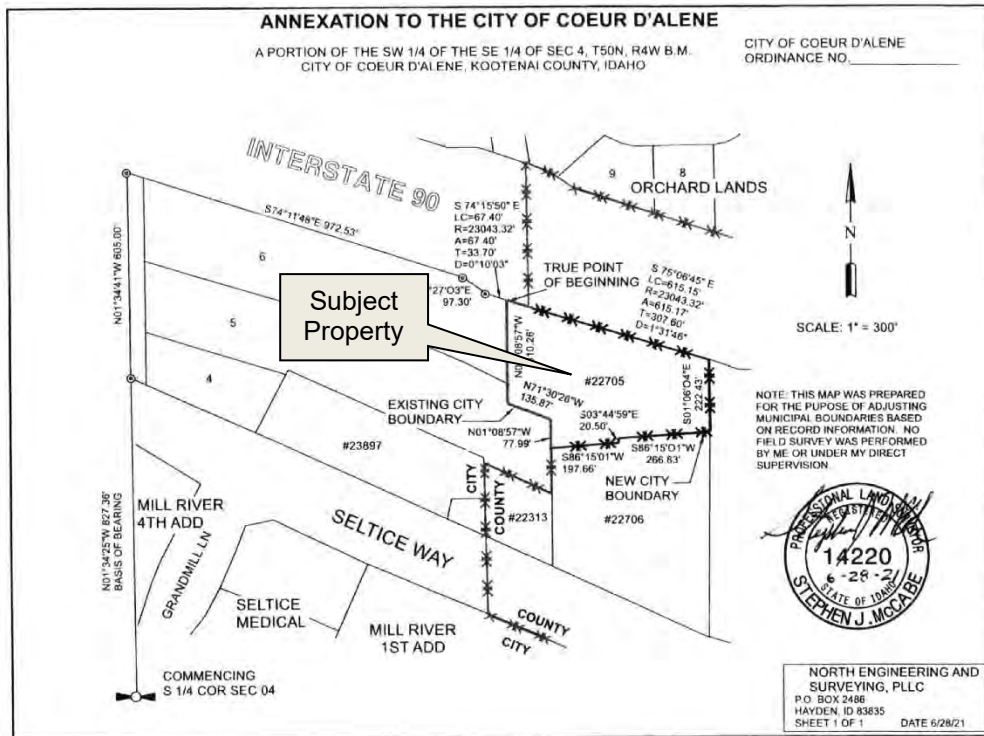
AERIAL PHOTO:



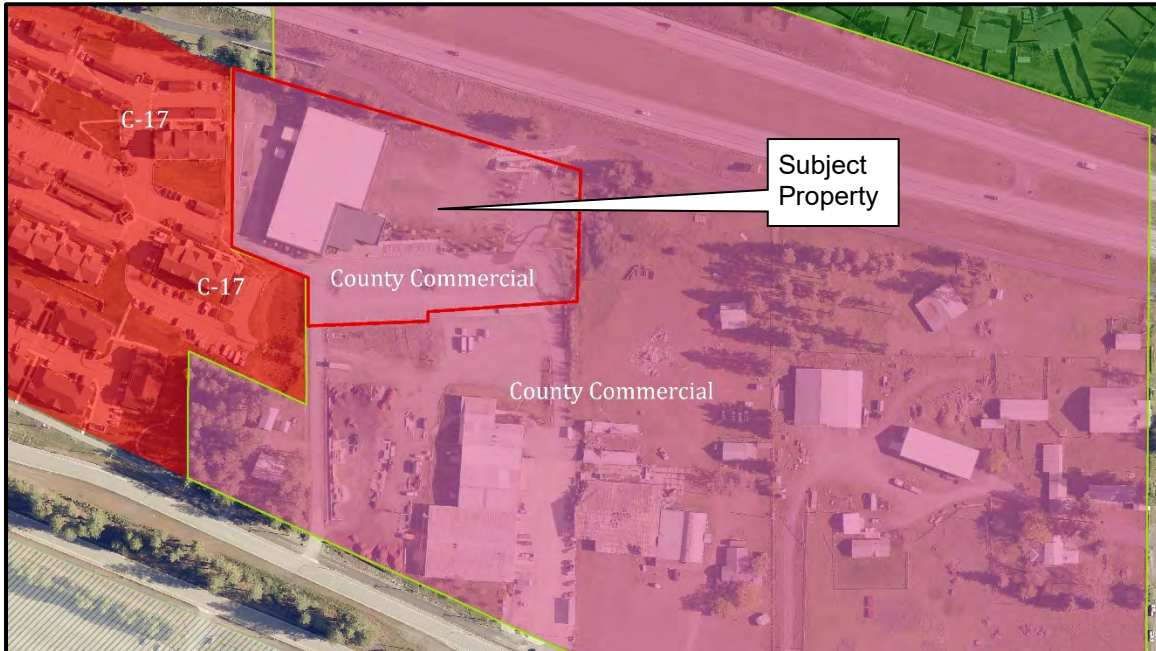
BIRDSEYE AERIAL:



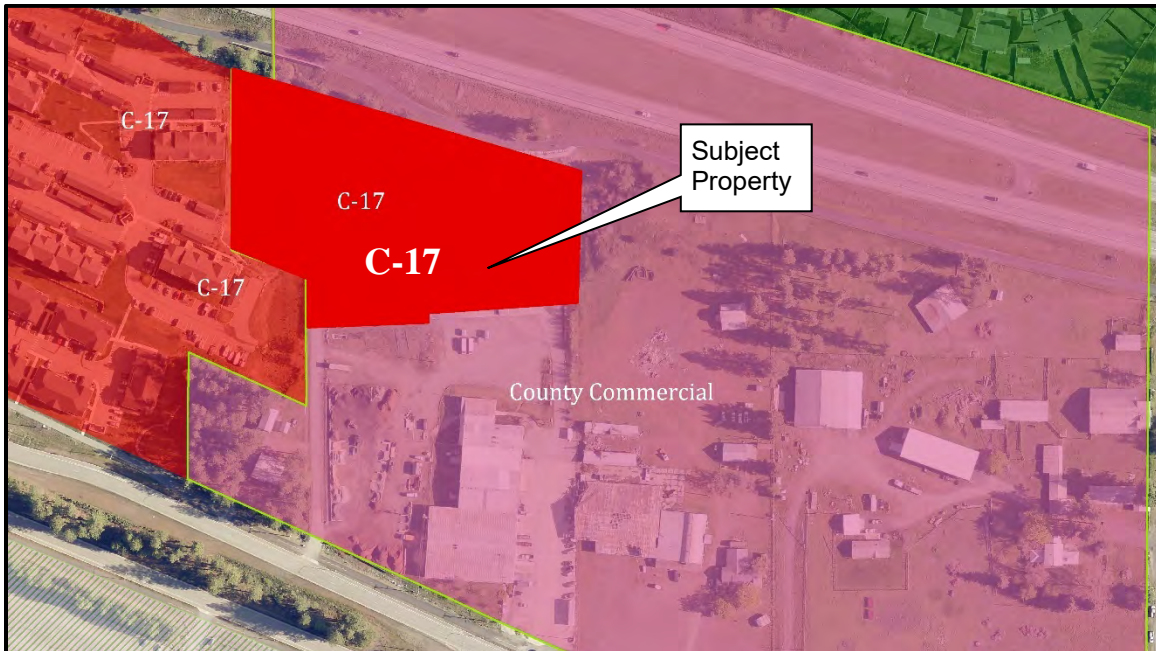
ANNEXATION MAP:



EXISTING ZONING MAP: County Zoning Districts



PROPOSED ZONING MAP:



Approval of the requested C-17 Zoning in conjunction with annexation would allow the following potential uses of the property. The proposed C-17 zoning is shown on the map above. The proposed zoning district is consistent with the existing zoning of all of the surrounding properties in the vicinity of the subject property.

Proposed C-17 Zoning District:

The C-17 district is intended as a broad-spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. This district should be located adjacent to arterials; however, joint access developments are encouraged.

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

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- **Commercial recreation.**
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.
- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders' facility.
- Laundry service.
- Ministorage facilities.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- Pocket residential development (as specified by the R-17 district).
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office

Permitted uses by special use permit in a C-17 district shall be as follows:

- Adult entertainment sales and service.
- Auto camp.
- Criminal transitional facility.
- Custom manufacturing.
- Extensive impact.
- Residential density of the R-34 district
- Underground bulk liquid fuel storage
- Veterinary hospital.
- Warehouse/storage.
- Wireless communication facility

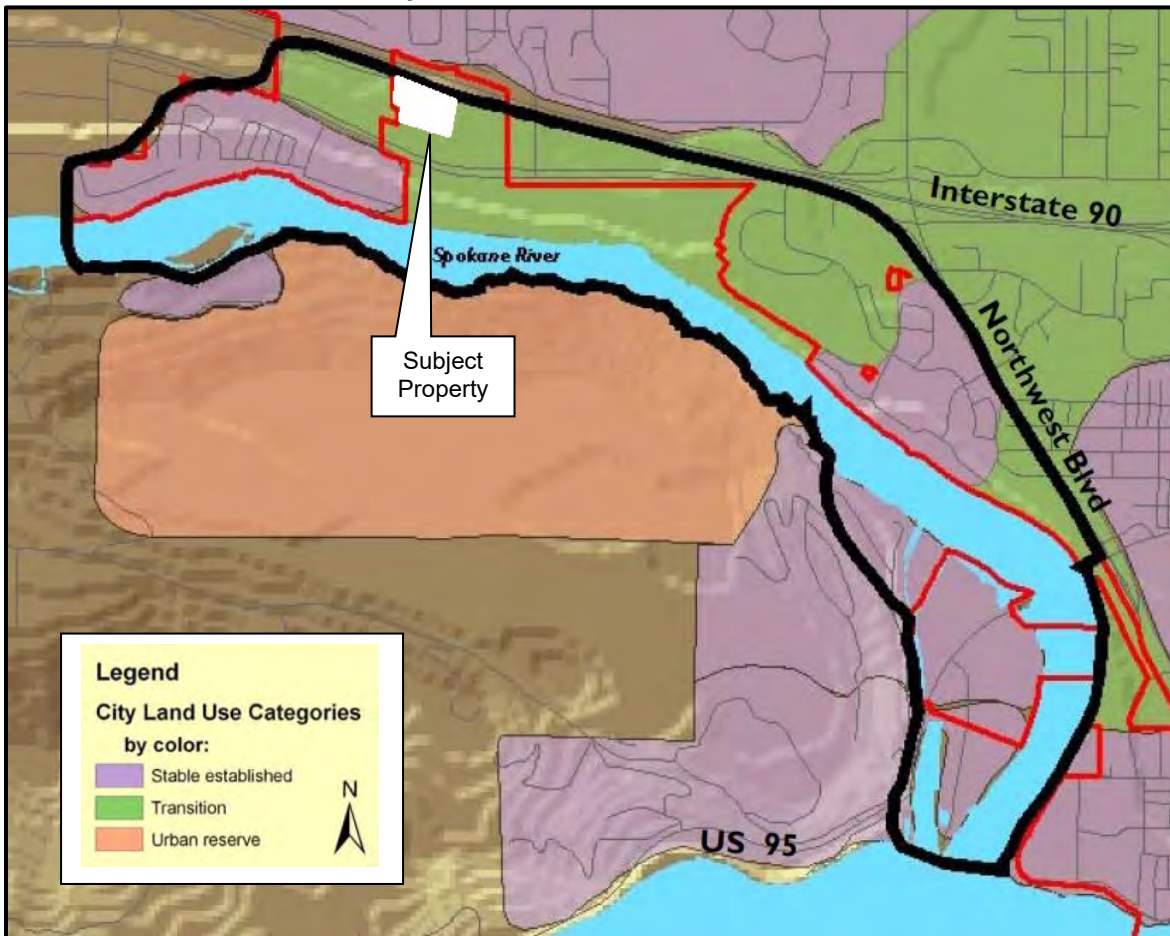
REQUIRED FINDINGS FOR ANNEXATION:

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

2007 COMPREHENSIVE PLAN LAND USE CATEGORY:

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates this property within the Spokane River area.

COMPREHENSIVE PLAN MAP: Spokane River



Transition:

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

Spokane River Today:

This Spokane River District is in a state of flux from its historic past use as a site of four major water front sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures. Recent subdivisions aside, large ownership patterns ranging from approximately 23 acres to 160+ acres provide opportunities for large scale master planning.

Spokane River District Tomorrow:

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

The characteristics of the Spokane River District neighborhoods will be:

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

2007 Comprehensive Plan Goals and Objectives that apply:

Goal #1: Natural Environment

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

Objective 1.11 - Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

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

Goal #2: Economic Environment

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

Objective 2.01 - Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Objective 2.02 - Economic & Workforce Development:

Plan suitable zones and mixed-use areas, and support local workforce development and housing to meet the needs of business and industry.

Goal #3: Home Environment

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

Objective 3.01 - Managed Growth:

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

Objective 3.05 - Neighborhoods:

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

Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

Goal #4: Administrative Environment

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

Objective 4.01 City Services:

Make decisions based on the needs and desires of the citizenry.

Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

Objective 4.06 - Public Participation:

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

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

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

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site is currently developed and has no frontage on Seltice Way, both to the west and the east. An easement must be provided through a neighboring property to Seltice Way to provide access. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER:

The property for proposed annexation lies within the City of Coeur d'Alene's water service area. The city of Coeur d'Alene's Water Department currently serves the ice arena at 3525 Seltice Way.

-Submitted by Kyle Marine, Assistant Water Superintendent

SEWER:

The public sanitary sewer is located in the bike path north of Seltice Way. A sewer stub is already supplied to this property. The subject property is within the City of Coeur D' Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan. The City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed.

-Submitted by Larry Parsons, Utility Project Manager

PARKS:

There is currently a pedestrian connection to the Centennial Trail and a shared lot for trail users. The Parks Department has no objection to this annexation request.

-Submitted by Monte McCully, Trails Coordinator

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals. The Fire Department has no conditions at this time. The CDA Fire Department will work with the development team utilizing the current adopted Fire Code (2018 Edition) for access, fire protection and hydrant placement at building permit time. The Fire Department has no objection to this Annexation request as proposed.

-Submitted by Craig Etherton, Fire Inspector

POLICE:

The Police Department has no requirements for this annexation.

-Submitted by Lee White, Chief of Police

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

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

PHYSICAL CHARACTERISTICS:

The site slopes to the south and there is an approximately a fifty-foot elevation drop on the subject property. (See topography map below) There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request. Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from the southwest part of property looking north.



SITE PHOTO - 2: View from the southwest part of subject site looking northeast.



SITE PHOTO - 3: View from the northeast part of property looking north.



SITE PHOTO - 4: View from the northeast part of property looking west



SITE PHOTO - 5: View from the northeast of property looking southwest.



SITE PHOTO - 6: View from the south side of Seltice Way looking north at the existing driveway.



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

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

TRAFFIC:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone and no changes in use have been proposed. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

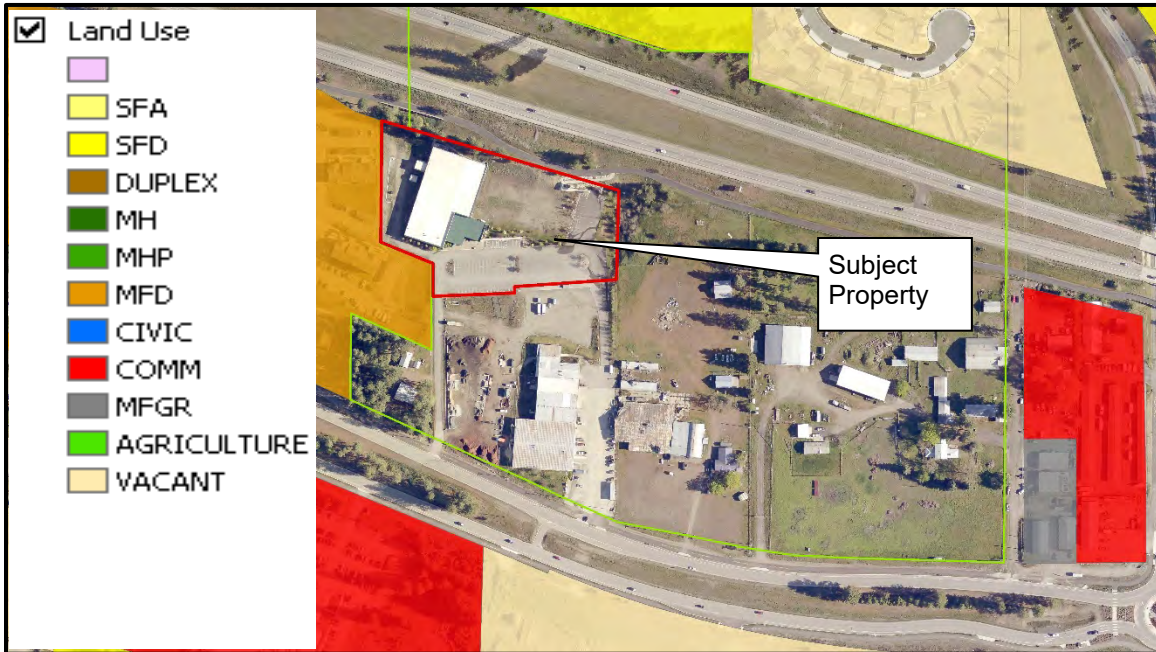
See the "Spokane River Today" descriptions from the 2007 Comprehensive Plan listed in finding #B8 as well as the photos of subject property. The surrounding properties to the south have commercial and civic uses located on them. The properties to the west and

to the east have residential uses located on them. Interstate 90 and Centennial Trail is located to the north.

There is an existing public access point for the Centennial Trail and trailhead parking for the public at the northeast corner of the subject property. This is an important connection for the community and trail users. There is a recommended item for consideration in the annexation agreement included at the end of this staff report related to preservation of the trail connection and trailhead parking for the public.

The property is accessed through another property to the south in two locations along Seltice Way. Approval of this requested annexation won't change the access; however, it will make it such that the property to the south is in the County and the subject property is in the City. There is a recommended item for consideration in the annexation agreement included at the end of this staff report related to providing copies of any shared access easement and parking agreements with neighboring properties to ensure legal access to the property and any agreements related to parking on either property that might impact the Ice Arena. The project will be required to meet all City code requirements, including parking.

GENERALIZED LAND USE PATTERN:



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

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2018 Coeur d'Alene Trails Master Plan

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. Sewer Policy# 716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.
2. Appropriate Sewer Cap Fees will be Due at time of Building Permits.
3. The public trail connection and trailhead parking for the Centennial Trail must be preserved as part of the requested annexation and proposed expansion of the Ice Arena.
4. The applicant is being requested to provide copies of any shared access easement(s) and parking agreement(s) with adjacent properties to provide proof of access and detail any parking obligations or overflow parking areas.

ACTION ALTERNATIVES:

City Council will need to consider this request for zoning in conjunction with annexation and make findings to approve, deny or deny without prejudice. The findings worksheet is attached.

Attachments: Applicant's Narrative

City Council Meeting



September 21, 2021

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

APPLICANT:

Kootenai Youth Recreation Organization
P.O. BOX 491
Post Falls, ID 83877

ARCHITECT:

Longwell Trapp Architects
8382 N Wayne Drive, Suite 204
Hayden, ID 83835

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

REQUEST

The applicant is requesting approval of the annexation of 4.18 acres in conjunction with zoning approval from County Commercial to the C-17 commercial zoning district.

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

LOCATION:

Located at 3525 W Seltice Way.

LEGAL NOTICE:

Published in the CDA Press on July 24, 2021.

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Location Map



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Aerial Photo



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Birdseye Photo



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Birdseye Photo



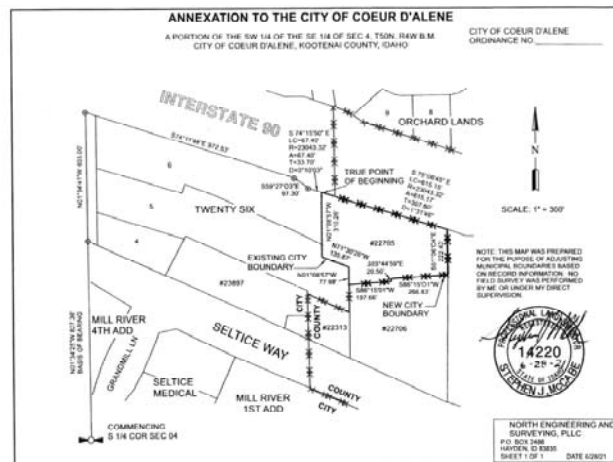
A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Area of City Impact (ACI)



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Annexation Map



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Existing Zoning Map



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Proposed Zoning



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Proposed C-17 Zoning District:

The C-17 district is intended as a broad-spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

This district should be located adjacent to arterials; however, joint access developments are encouraged.

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

Finding #B11:

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

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Finding #B8:

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



2007 Comprehensive Plan: Spokane River

Transition:

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

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

COMPREHENSIVE PLAN OBJECTIVES:

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 2.01 - Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Finding #B9:

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

- City staff from Streets and Engineering, Water, Fire, Police, Parks, and Wastewater departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are public facilities and public utilities available and adequate for the proposed annexation with zoning to C-17.
- No objection to this zone change request as proposed.

See pages 9 and 10 of the staff report for the full staff comments.

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Finding #B10:

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

PHYSICAL CHARACTERISTICS:

The site slopes to the south and there is an approximate fifty-foot drop in elevation. There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.

Topographic map and site photos are provided on the next few slides

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Site Photo - 2



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Site Photo - 3



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Site Photo - 4



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Site Photo - 5



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Site Photo - 6



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Finding #B11:

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

Traffic:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone and no changes in use have been proposed. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Land Use Map



A-3-21: Frontier Ice Arena - Annexation 4.18 acres

Recommended Items to include in the Annexation Agreement:

1. Sewer Policy# 716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.
2. Appropriate Sewer Cap Fees will be Due at time of Building Permits.
3. The public trail connection and trailhead parking for the Centennial Trail must be preserved as part of the requested annexation and proposed expansion of the Ice Arena.
 - *Recorded Easement for public trail head and public parking has been provided to staff.*
4. The applicant is being requested to provide copies of any shared access easement(s) and parking agreement(s) with adjacent properties to provide proof of access and detail any parking obligations or overflow parking areas.
 - *Recorded Easement for access over adjacent properties has been provided to staff,*

A-3-21: Frontier Ice Arena - Annexation 4.18 acres

ACTION ALTERNATIVES:

City Council will need to consider this request and make findings to:

- Approve
- Deny
- Deny without prejudice.



A-3-21: Frontier Ice Arena - Annexation 4.18 acres



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

A-3-21

A. INTRODUCTION

This matter having come before the Planning Commission on August 10, 2021, and there being present a person requesting approval of ITEM A-3-21 , a request for zoning prior to annexation from County Commercial to City C-17.

APPLICANT: KOOTENAI YOUTH RECREATION ORGANIZATION

LOCATION: 3525 W SELTICE WAY

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 Commercial and Residential.
- B2. That the Comprehensive Plan Map designation is Spokane River area.
- B3. That the zoning is County Commercial.
- B4. That the notice of public hearing was published on July 24, 2021 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 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 August 10, 2021.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.11 Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on there is a dry sewer line and water is available and the "Doughnut Hole" effect will be filled.

B10. That the physical characteristics of the site do make it suitable for the request at this time because this request was planned 20 years ago.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because there is access to all directions including the south and is an excellent location for this facility.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of Kootenai Youth Recreation Organization for zoning prior to annexation, as described in the application should be approved.

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

1. Sewer Policy# 716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.
2. Appropriate Sewer Cap Fees will be Due at time of Building Permits.
3. The public trail connection and trailhead parking for the Centennial Trail must be preserved as part of the requested annexation and proposed expansion of the Ice Arena.

4. The applicant is being requested to provide copies of any shared access easement(s) and parking agreement(s) with adjacent properties to provide proof of access and detail any parking obligations or overflow parking areas.


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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes

Commissioners Mandel, Rumpler and Ward were absent.

Motion to approve carried by a 3 to 0 vote.


CHAIRMAN TOM MESSINA

2. Applicant: Kootenai Youth Rec, Vince Hughes
Location: 3525 W. Seltice Way
Request: A proposed 4.183acre annexation from County Commercial to City C-17
LEGISLATIVE, (A-3-21)

Mike Behary, Associate Planner provided the following statements.

- The subject property is currently the home to Frontier Ice Arena and located in the unincorporated area of the county.
- The subject site is adjacent to the city limits on the west and southwest side of the subject site.
- The property is currently zoned County Commercial. The subject site is located within the City's Area of City Impact (ACI).
- The current Frontier Ice Arena has operated at this site since 2001 and replaced an older facility that operated on the site many years prior to the construction of the new rink. The applicant has indicated that the continued growth in Kootenai County and the surrounding area has created a demand for an additional ice rink.
- The Ice Arena would like to expand and add a second sheet of ice to serve the growing needs of the hockey and ice skating in the community.
- In order to expand, the Frontier Ice Arena is required to connect to the City of Coeur d'Alene sewer system as the existing septic drain field does not have the capacity to accommodate the increased building size.
- The applicant is proposing a C-17 zoning district designation. The zoning ordinance classifies an ice arena use as commercial recreation, which is a permitted use in the C-17 zoning district.
- The City's Comprehensive Plan designates this property within the Spokane River area.
- He stated that all city departments reviewed the request and didn't have any concerns.
- He stated if this is approved there are four recommendations for items to include in the Annexation Agreement. Since the staff report has been submitted, the applicant has provided to staff a recorded easement for public trailhead and parking so Condition Number 3 has been addressed. For Condition Number 4, the applicant has a recorded easement of access over the adjacent properties. No parking agreements have been submitted. Parking is contained on this site and any building permits parking will need to be addressed.

Mr. Behary concluded his presentation.

Commission Comments:

Commissioner Luttrupp inquired if the property to the west was annexed by the city years ago and was zoned C-17. Mr. Behary stated that is correct.

Public testimony open.

Cory Trapp, applicant representative provided the following statements:

- He stated that the ice rink has been here for 20 years that has provided ice skating for the community for many years.
- He explained the reason for the request is to build a second sheet of ice to expand

- their ice-skating capabilities.
- He added that they are now on a septic system and need to be connected to city sewer to provide a second sheet of ice.
 - He commented that there is a dry sewer line already stubbed out to the site and that this site is already using city water with the second sheet of ice planned 20 years ago.
 - He explained that since then we have done some fundraising to be able to cover the costs of adding the second sheet of ice.

The applicant concluded his presentation.

Commissioner Fleming inquired if by adding the second sheet of ice how parking will be addressed. Mr. Trapp explained when this was originally designed additional areas were designated so we can add parking onsite and if we have any parking issues the applicant owns the property to the south that if needed can do a shared parking agreement but we believe that we have enough parking onsite.

Dan Eloe stated he has been associated with the ice arena from the beginning and explained that it has been the goal of the arena to offer ice skating to the community which has been successful and with the addition of a second sheet of ice would be great.

Public testimony closed.

Discussion:

Commissioner Fleming stated this is a great use and I will support this request.

Commissioner Ingalls stated this is a great project and is another way of closing up "doughnut holes" areas to include in the city that is using city services and makes sense this be part of the city now.

Chairman Messina concurs.

Motion by Fleming, seconded by Luttrupp, to approve Item. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 3 to 0 vote.



KOOTENAI YOUTH RECREATION ORGANIZATION, INC
208-765-4423
info@kyro.org
P.O. Box # 491
Post Falls, Idaho 83877

June 28, 2021

City of Coeur d'Alene
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

**RE: Annexation Narrative for
Frontier Ice Arena
3525 W. Seltice Way
Coeur d'Alene, Idaho 83814**

Dear Sirs,

The Frontier Ice Arena is requesting annexation into the City of Coeur d'Alene. The Ice Arena would like to expand and add a second sheet of ice to serve the growing needs of the hockey and ice skating in our community. In order to expand, the Frontier Ice Arena is required to connect to the City of Coeur d'Alene sewer system as the existing drain field does not have the capacity to accommodate the increased building size.

We are requesting annexation into the City of Coeur d'Alene as a C-17 zone. The current zoning of the apartment complex, located in the City of Coeur d'Alene, to the west is C-17, Interstate 90 borders our property to the North, existing commercial property in Kootenai County is located to the south and the property located to the east is open land that was a former stockyard. The current Frontier Ice Arena has operated at this site since 2001 and replaced an older facility that operated on the site many years prior to the construction of the new rink. The continued growth in Kootenai County and the surrounding area has created a demand for an additional ice rink.

Comprehensive Plan Responses

Goals and Objectives:

Goal #1 – Natural Environment

The expansion of the existing Ice Rink will not impact environmental quality or create hazardous materials. Storm water is currently directed to grassy swales and any future parking will be treated in grassy swales to protect water quality and the aquifer. The site is not located on the waterfront and will not have an impact. The existing building is located in a depression from an old gravel pit and views and vistas are preserved over the top of the Arena from Interstate 90.

Goal #2 – Economic Environment

The Frontier Ice Arena has been operating in the current location for 20 years. By annexing into the City of Coeur d'Alene the Frontier Ice Arena will be able to add a second ice rink increasing our economic impact on the city and region. Additional employees will be required to operate the expanded ice arena. The second ice rink will allow for more hockey games, tournaments and open ice skating time bringing more visitors to the City.

Goal #3 – Home Environment

The annexation of the Frontier Ice Arena will not have an impact on neighborhoods and home environments. The Ice Arena has been located in this area for over 20 years and is surrounded by commercial activities and a recently constructed apartment complex to the west. Some residential areas exist along the river on the south side of Seltice Way and the residential area to the north is separated from the Ice Arena site by Interstate 90.

Goal #4 – Administrative Environment

The Frontier Ice Arena borders the City limits of Coeur d'Alene on its western property line. City sewer is available from Seltice Way and a sewer stub out already exists for connection to the Ice Arena. The Ice Arena is already connected to the city for water service.

Special Areas:

The site is not located in any of the Special Areas identified in the Comprehensive Plan.

Land Use: Spokane River District

The Comprehensive Plan indicates that our site is located in the Spokane River District. The site is located next to the Centennial Trail and has an access point to the trail off of the existing parking lot that will be maintained. The existing Ice Arena is accessed from Seltice Way through the parking lot and driveway of the commercial development to the south through a shared access agreement. The building is screened from Seltice Way by existing commercial buildings, the natural topography and mature pine trees. The site and building sit approximately 50 feet below the road level of Interstate 90, which further screens the building from the surrounding area.

In conclusion, we would like to thank you for considering our request for annexation into the City of Coeur d'Alene. The growing need for an additional ice rink can only be met through annexation into the City of Coeur d'Alene. Our record of 20 years of operation proves we are here to stay and we want to continue to grow and provide additional skating capacity for our community.