



Coeur d'Alene CITY COUNCIL MEETING

December 5, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

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

AGENDA

VISION STATEMENT

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

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

December 5, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION:

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATION:

1. Fire Department Unit Citation Awards and Awards of Exemplary Action

Presented by EMS Officer Steven Jones, with citizens Shannon Martin and Jerimiah Martin

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 of Ann Melbourn and Stephen Petersen to the Parking Commission and Brinnon Mandel to ignite cda.

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 November 21, 2023, Council Meeting.
2. Setting of the General Services/Public Works Committee Meeting at Noon on December 11, 2023.
3. Approval of Bills as Submitted.
4. Setting of Public Hearings for **December 19, 2023:**
 - a. ITEM NO.: O-2-23- Adoption of Amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee)
 - b. Approve Submittal of the CDBG 2022 CAPER (Consolidated Annual Performance and Evaluation Report) to HUD for official review
5. Setting of Public Hearings for **January 16, 2024:**
 - a. Approval of Capital Improvement Plans for Parks, Transportation, Police and Fire for a Ten-year Period, in Support of Updating the Development Impact Fees.
 - b. Adoption of Development Impact Fees and Annexation Fees for the City of Coeur d'Alene to Fund Growth's Share of these Plans
6. Approval of **Resolution No. 23-085 -**
 - a. Approval of SS-23-11- Full Circle Tracts: Final Plat, Subdivision Improvement Agreement and Security
 - b. Approval of a Local Agreement Resolution with ITD for the Ramsey Road Signal Upgrades Project

As Recommended by the City Clerk

As Recommended by the City Engineer

I. OTHER BUSINESS:

1. Canvassed Election Results to be reflected in the Minutes.

Pursuant to the November 7, 2023 Election

2. Discussion Regarding Jeanne Holmberge Memorial Trust for the Performing Arts Request. Pursuant to Council Request at the November 21, 2023, City Council meeting.

Staff Report by: Bill Greenwood, Parks and Recreation Director

3. **Resolution No. 23-086 -** Approval of an Amended Memorandum of Understanding with Inland Northwest Pickleball Club.

Staff Report by: Bill Greenwood, Parks and Recreation Director

J. PUBLIC HEARING:

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

1. (Legislative) Approving the transfer of, and authorizing the delivery of a Quitclaim Deed for, a +/- 0.178 acre strip of property on the western edge of a portion of Tract 1, Atlas Waterfront 2nd Addition, to ignite cda, a Tax-supported Governmental Entity, Without Consideration, and accepting a permanent public access and utility easement from ignite cda for the same property.

Staff Report by: Troy Tymesen, City Administrator

- a. **Resolution No. 23-087-** Approving the transfer of, and authorizing the delivery of a Quitclaim Deed for, a +/- 0.178 acre strip of property on the western edge of a portion of Tract 1, Atlas Waterfront 2nd Addition, to ignite cda, and accepting a permanent public access and utility easement from ignite cda for the same property.
2. (Quasi-judicial) Birkdale Commons North Annexation of +/- 1.74 Acres from County Agriculture Suburban to City R-12 zoning district; located at: 3549 N 15th Street, Applicant: William and Sandra Braden

Staff Report by Mike Behary, Associate Planner

- a. **Council Bill No. 23-1011** – Ordinance Approving the Annexation of +/- 1.74 Acres from Location: 3549 N 15th Street.
- b. **Resolution No. 23-088-** Approval of an Annexation Agreement for the Annexation of +/- 1.74 Acres from Location: 3549 N 15th Street with William and Sandra Braden.

K. ADJOURNMENT

ANNOUNCEMENTS

Memo to Council

DATE: November 20, 2023

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the December 5, 2023, Council Meeting:

Ann Melbourn	Parking Commission (Re-Appointment)
Stephen Petersen	Parking Commission (Re-Appointment)
Brinnon Mandel	ignite cda (Re-Appointment)

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Stephanie Padilla, Liaison to the Parking Commission
Scott Hoskins, Board Chairman of ignite cda

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

November 21, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on November 21, 2023, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

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

PLEDGE OF ALLEGIANCE: Members of Girl Scout Troup 2121 led the pledge of allegiance. Brian Newberry, Chief Executive Officer of Girl Scouts of Eastern Washington & Northern Idaho said it was the third year of Council having the Troup lead the pledge of Allegiance during a meeting. He said October 11 was recognized as "Day of the Girl," which states girls and their voices matter. He mentioned they had a Gold Award Girl Scout from Coeur d'Alene who had made dog beds for shelter animals, and it was their region's 13th Gold Award. He noted there were now 4,000 Girl Scouts in the chapter.

PUBLIC COMMENTS:

Evalyn Adams, Coeur d'Alene, said she was previously an executive officer for the North Idaho Building Contractor's Association and said she was concerned with an item scheduled later on the agenda regarding impact fees. She requested the fees not be increased too high as affordable housing was needed for low-income households.

Susie Snedaker, Coeur d'Alene, said she was a trustee for the Jeanne Holmberge Memorial Trust for the Performing Arts and the trustees would like to provide performances on a flatbed truck throughout the city in under-represented areas at no charge to the community. She requested Council's approval and endorsement on the proposal.

Bill Reagan, Dalton Gardens, said he encouraged Council to support the MOU between the Downtown Association and the City regarding the Christmas parade and lighting ceremony. He said City staff had worked with the DTA to develop a traffic plan to manage the traffic and reduce the costs to the City for the event. He requested Council approve the MOU.

Emily Boyd, Coeur d'Alene, said she was Director of the Downtown Association (DTA) and requested support and approval of the MOU for the lighting ceremony and parade event. She mentioned the DTA had worked collaboratively with City staff and were providing traffic control, porta potties, permits, event insurance, and labor, which equaled \$12,000 in expenditures. She said the DTA made no profit on the event. She said she had spoken with a few downtown business owners, and they had said their sales averaged an increase of 70% during the event, biggest day of the year for many, and the foot traffic was highly valued. She said One Lakeside gave her permission to share their occupancy rate which was 100% on the night of the event.

ANNOUNCEMENTS:

Councilmember Gookin thanked Evalyn Adams for the turkey giveaway program she was involved in. He said he would like to support the performing arts proposal Ms. Snedaker brought forward. Councilmember English asked if the performing arts item would be on a future agenda, with City Attorney Randy Adams clarifying the item would need to be placed on a future agenda as an action item. Mayor Hammond directed staff to place the item on the next council agenda. Councilmember Wood suggested the performing arts group speak with Parks Director Bill Greenwood. Councilmember Miller asked if a staff report would be provided on the performing arts item, and said she was in support of performing arts and cautioned that there may be other groups wishing to do the same type of program and Council should be mindful in case of similar requests.

Mayor Hammond congratulated the recently reelected Councilmembers and said he looked forward to continuing to work with them. He mentioned he had been recognized for his efforts regarding the 2022 Pride in the Park event where Patriot Front members were arrested for conspiring to riot. He said he had acknowledged the Police Department for their work on the case, and would also like to acknowledge the City's Prosecutor's Office for their continued work on the cases.

Mayor Hammond requested confirmation of the appointments of Shannon Sardell, Walter Burns, and Sandy Emerson to the Historic Preservation Commission.

MOTION: Motion by Wood, seconded by Evans, to appoint Shannon Sardell, Walter Buns, and Sandy Emerson to the Historic Preservation Commission. **Motion carried.**

CONSENT CALENDAR:

1. Approval of Council Minutes for the November 7, 2023 Council Meeting.
2. Approval of Minutes from the November 13, 2023, General Services/Public Works Committee.
3. Setting of the November 27, 2023 General Services/Public Works Committee Meeting.
4. Setting a public hearing for December 5, 2023 for Birkdale Annexation; Requested by: William and Sandra Braden located at: 3549 N 15th Street
5. Approval of Bills as Submitted.
6. Approval of Financial Report.
7. Approval of a Cemetery Lot Repurchase from Valerie Benecke; Trustee: Section RIV; Block H, Lot 507 in the amount of \$800.00.

8. **RESOLUTION NO. 23-082** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: PURCHASE OF A CCTV SYSTEM FROM CUES NORTHWEST FOR THE WASTEWATER DEPARTMENT; AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 710 FOR FIREFIGHTERS; MEMORANDUM OF UNDERSTANDING WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION FOR THE 2003 CHRISTMAS PARADE, LIGHTING CEREMONY, AND FIREWORKS DISPLAY; PROFESSIONAL SERVICES AGREEMENT WITH HMH FOR THE PONDEROSA DRAINAGE PROJECT; AND CONTRACT WITH SPECIALTY PUMP SERVICES FOR THE LINDEN WELL REHABILITATION PROJECT.

DISCUSSION: Councilmember Gookin asked what the Finance Department's large expenditures on the budget finance report were in regard to, with City Administrator Troy Tymesen responding they were related to the City's annual audit. Councilmember Gookin said he had questions regarding the purchase of the new CCTV system, and asked if it included a new truck, with Wastewater Department Director Mike Anderson responding it included a Ford E-450 with a cargo box which would house the CCTV unit, and the old truck would be sold. Councilmember Gookin asked if the DEQ grant application for Ponderosa included stormwater mitigation, with Streets & Engineering Department Director Todd Feusier responding the grant was for design of plans and part of the design included connecting the street drainage to the stormwater system; however, no construction was included at this point in time. Councilmember Gookin asked why the Linden Well rehabilitation project's bid was \$162,000 with all bid alternatives, yet the request was for \$192,240? He asked what the extra funds would be used for, with Water Department Director Kyle Marine responding the extra funds would be used if it was discovered that additional repairs were needed during the rehabilitation, as some parts can't be analyzed until they are exposed during rehabilitation of the well. He said in previous well rehabilitation projects, they had to return to Council for emergency funding for unplanned issues. Councilmember Wood thanked the Hagadone Corporation and Downtown Association for their efforts with organizing the downtown lighting parade and fireworks show. She thanked the Hagadone Corporation for their generous gift to the community for the past 37 years. Mayor Hammond would like Councilmembers Gookin, Wood, Evans, McEvers, and city administration to discuss appropriate agenda items for the General Services/Public Works (GS/PW) Committee meetings. Councilmember Evans responded she would be happy to participate in the conversation. Councilmember Wood asked why Council was tasked with approving items already discussed and approved during the budget process? Councilmember McEvers said the GS/PW Committee meetings provided Council insight on how staff completed projects, gave a prospective of how departments operated, and helped keep Council engaged in City business. Councilmember Gookin said he felt the public's business should be done during the public meetings and the GS/PW Committee meetings had been created to reduce the length of the regular Council meetings. He noted that items should be discussed and approved during the regular business meeting as he was in support of transparency. Councilmember Wood mentioned all meetings were televised and therefore transparent. Councilmember Miller said she was appreciative of the subcommittee chairs getting together to discuss the process, and the GS/PW meetings were helpful and gave Council the opportunity to work through some items which would be coming forward to the full Council. Councilmember English said the system in place worked, yet it was good to discuss the process and make adjustments as appropriate.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-082**.

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

RESOLUTION NO. 23-083

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING A 2016 CUSTOM CANOPY AS SURPLUS PROPERTY AND AUTHORIZING ITS SALE THROUGH CUSTOM TRUCK FOR \$1,500.00.

STAFF REPORT: Deputy Fire Chief Lucas Pichette requested the Council declare a 2016 custom canopy to be surplus and authorize the sale through Custom Truck. He said the custom canopy was purchased in June of 2021 for use on the Fire Department's Ford pickup which was being placed into service as a "backcountry" response vehicle at Station 3. He noted the canopy was a custom designed piece of equipment in which an error was made when the part was ordered. He mentioned that after receiving the canopy, it was discovered that it would not fit the Department's vehicle. He said the Department had no use for it and additionally, no other City department had indicated any interest in it. He said Custom Truck in Coeur d'Alene had been working to find an interested party, and they had an interested buyer who offered to purchase it for \$1,500.00. He noted this was the best option, the offer was fair and reasonable, and it was in-line with the fair market value of the canopy. He requested Council declare the 2016 custom canopy to be surplus and authorize the sale through Custom Truck for \$1,500.00.

DISCUSSION: Councilmember McEvers asked what the original purchase price of the canopy was, with Deputy Chief Pichette responding it was purchased for \$3,000 and would fit a 2016 model truck.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 23-083**; Declaring the surplus of a custom 2016 Custom Canopy and authorization to sell through Custom Truck.

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

RESOLUTION NO. 23-084

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, FINDING THAT, PURSUANT TO IDAHO CODE § 50-1403(4), IT IS IN THE BEST INTERESTS OF THE CITY OF COEUR D'ALENE TO TRANSFER TO THE COEUR D'ALENE URBAN RENEWAL AGENCY, D/B/A IGNITE CDA, A PARCEL OF LAND OWNED BY THE CITY, BEING A PORTION OF TRACT 1, ATLAS WATERFRONT SECOND ADDITION, RECORDED IN BOOK "L" OF PLATS, AT PAGE 708, RECORDS OF KOOTENAI COUNTY WHICH IS SEVEN THOUSAND SEVEN HUNDRED SIXTY (7,760) SQUARE FEET IN SIZE, AND IS MORE FULLY DESCRIBED IN THE EXHIBIT "A" HERETO,

STAFF REPORT: City Administrator Troy Tymesen requested Council determine that it is in the best interest of the City to transfer +/- 0.178 acres of real property in Atlas Waterfront to ignite cda, a tax-supported governmental entity and to set a public hearing to consider the transfer on December 5, 2023. He said the City had begun the process of purchasing the Atlas Waterfront property in May of 2017. In 2018, the City purchased nearly 47 acres of Spokane River waterfront property which was the former Atlas Mill site with the goal of creating permanent, public waterfront access and encouraging economic development initiatives on the site. He said the purchase price of the property was \$7,850,000, and funded by a loan from the City's Wastewater Utility. The project size was increased to approximately 70 acres when a triangle parcel was acquired through a land exchange and vacation of unused road right-of-way along the south side of Seltice Way. Subsequently, the City transferred the property, except for property intended for parkland, to ignite cda, to oversee the development. He noted ignite cda had been working closely with the City, Welch-Comer, and Heartland LLC to develop the property. He said the project was currently in phase 2. He noted Councilmember Christie Wood had served on the Atlas Scoring Committee, along with City staff representatives Hilary Patterson and himself, representatives from the ignite cda board, Heartland Development (advisor to ignite cda), and Phil Boyd of Welch-Comer. He said the committee had been apprised of the challenges of developing what is known as "Area 13" and the need for public and fire access along the eastern boundary. He mentioned Area 13 was the last remaining developable parcel in the Lake District within the Atlas Waterfront project and the sale of the parcel was critical to help pay back the Wastewater Utility for the loan made to acquire the Atlas Waterfront property. He said there have been three (3) requests for proposals and multiple failed attempts to sell the parcel, largely due to the size and shape of it, as well as the significant grade change from Atlas Road down to the waterfront trail. Ignite cda had recently signed a Development Disposition Agreement with deChase Miksis (deChase) for Area 13 and a closing date is scheduled for December 8, 2023. Thus, it was critical that the public hearing to consider the transfer occur on December 5, 2023. The property to be conveyed by the City to ignite is described as 7,760 square feet or +/- 0.178 acres located adjacent to and along the eastern property line of Atlas Waterfront Area 13 and along the western edge of the Atlas Waterfront Park. Conveyance of the 30-foot strip of property would make development of Area 13 more feasible and enable the pending sale to close. The strip of property was required to provide Fire Department access around the buildings. Additionally, it would provide a public promenade, an enhanced landscape buffer between the park and the mixed-use development on Area 13, provide more land on the City's tax rolls, and help with sale and development of Area 13. The promenade connection was envisioned in the original Atlas neighborhood plan, but there was not sufficient budget to construct the connection as part of the waterfront park project. The Atlas Architectural Design Review Committee (ADRC) has been reviewing several iterations of the deChase proposed development of Area 13. deChase proposes to build the project in phases; Phase 1 is an 8,000 to 10,000 sf House of Western restaurant and bar and Phase 2 is a 22-unit multi-family (Condo or for rent TBD). The deChase RFP submittal proposed accessing the building's below-grade parking under the Phase 2 building from the east. The area in question has no value to the City other than as a 30-foot strip of unimproved area of parkland and the conveyance would provide a public promenade, Fire Department access, an enhanced landscaped buffer between the park and the mixed-use development on Area 13, provide more land on the City's tax rolls, help with sale and development of Area 13, and help pay back the City's Wastewater Utility. The ADRC supports the proposed fire access road/public promenade because it allows Area 13 to be developed in a manner consistent with the Atlas Development Standards, specifically: 1. No surface parking; 2. Activating both the Atlas Road and waterfront trail sides for the parcel with a

food and beverage operation; and 3. Creating 22 residential units. He said the ADRC discussed deChase's proposal with the Atlas Development Team and the Team suggested it may be in the City's best interest to complete a Boundary Line Adjustment with ignite cda to move Area 13's east boundary 30' east, so the fire access road would be completely on Area 13 (private property). Later the City Attorney suggested an alternate approach would be simply to convey the property to ignite cda by ordinance, as authorized by Idaho Code § 50-1403(4). Idaho Code § 50-1403 provides that the City may transfer property, with or without consideration, to any tax supported governmental unit if it is in the best interest of the City. Ignite cda is a tax supported governmental unit, and staff believes that it is in the best interest of the City to transfer the property to ignite cda for the reasons stated in the report. He noted that if the property was conveyed, a permanent and perpetual easement to the City for the publicly accessible promenade would be granted by ignite cda, which easement would be binding on future owners of Area 13. The owner of Area 13 would be responsible for promenade maintenance. The public open space area is currently irrigated turf and there is a stormwater line that runs along the alignment. He mentioned other considerations demonstrating the importance of conveying the property to ignite cda were: 1. Area 13 has been offered for RFP three (3) times and the proposal was the closest ignite cda had come to closing the sale, 2. After December 31, 2023, ignite cda would not be able to offer the parcel for sale through an RFP process and the land would have to be transferred to the City of Coeur d'Alene. The City would be limited in its ability to sell property for development, and having additional parkland in Atlas Waterfront would not be beneficial to the City due to costs to improve the parkland and ongoing operation and maintenance expenses, 3. The deChase proposal satisfies the Atlas Development Standards, 4. The existing Atlas Waterfront area proposed to be included in Area 13 is lightly used irrigated turf that does not generate property tax. The proposed transfer of real property would add that area to taxable land while still retaining a public promenade to the Atlas Waterfront Trail as envisioned in the original Atlas Development Standards, 5. The access road/public promenade with sitting areas overlooking the park would be constructed and maintained at deChase's expense, 6. Any modifications of existing public utilities (such as the stormwater line, adjustments to the park irrigation system) would be made at deChase's expense. Mr. Tymesen mentioned conveyance of the property to a tax-supported governmental entity by ordinance was preferable to doing a Boundary Line Adjustment. The Legal Department had reviewed the conveyance and had determined that it met the requirements of Idaho Code. Mr. Tymesen requested Council approve the conveyance of real property to ignite cda by ordinance pursuant to Idaho Code § 50-1403(4), secure a permanent and perpetual easement across the property from ignite cda, and authorize the Mayor and the City Clerk to sign the required documents consummating the conveyance. He said Council should set the public hearing to complete the sale for December 5, 2023.

DISCUSSION: Councilmember Evans noted the project provided public waterfront access. Councilmember Wood said the number one priority for the Committee was to ensure the Performa was good and the revenue paid off what was owed to the Wastewater Utility. She said in discussions on Area 13, it had been discussed that it would include a restaurant, and it would be best to include a road and access to the trail. Councilmember English said the balance was to have a park and have the other development help pay for the park amenities and other improvements. He noted he was still hoping docks could be added at some time in the future. Councilmember Miller was in support of the project, yet stated there were no guarantees that the improvements would be made as proposed, and asked if trail access would remain, with Mr. Tymesen responding that if changes were made the developer would have to seek approval from ignite cda. Mr. Adams

noted the easement would be set in stone before transferring the property to the buyer. Councilmember McEvers clarified the previous three (3) RFPs couldn't make the project work, with Mr. Tymesen responding that was correct. Councilmember Gookin asked for conferment that the easement would be permanent and if the City was selling or transferring the property to ignite cda, with Mr. Tymesen responding it was a transfer. Councilmember Gookin asked what happened if the sale fell through, with Mr. Tymesen responding the property would be returned to the City and the buyer would forfeit their deposit. Mr. Adams said the easement would no longer exist if the property was returned to the City, as the City was not allowed to have an easement on its own property. Councilmember McEvers asked if the time pressure was due to the Lake District closing and all business having to be completed by December 31, 2023, with Mr. Tymesen responding it was. Mayor Hammond said the importance of conveying the property to ignite was it would be far more difficult for the City to dispose of it by sale or auction than ignite.

MOTION: Motion by Miller, seconded by Evans, to approve **Resolution No. 23-084**; – Declaring that it is in the best interest of the City to convey a parcel of property to ignite cda, a tax-supported governmental entity, without consideration and setting a public hearing for December 5, 2023, as required by Idaho Code § 50-1403.

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

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

RESOLUTION NO. 23-085

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

STAFF REPORT: Senior Planner Sean Holm said City staff along with Welch Comer Engineers were present to address a critical milestone in the City's progress in adopting new Capital Improvement Plans (CIPs). He noted the CIPs, which were a cornerstone in guiding the City's development, had not been updated since 2004. He said Title 67, Chapter 82, of Idaho Code authorized cities to address the demands of new development (growth's share). He said there were three (3) parts necessary in order to update impact fees: step one was to adopt the CIPs as presented tonight, step two would be to adopt the Impact Fee Study (which were the maximum defensible fees) scheduled as a public hearing on December 5, 2023, and lastly to adopt the Fee Resolution also scheduled on December 5, 2023. He introduced Melissa Cleveland of Welch Comer Engineers who was working with the Community Planning Department on the CIPs and updated Impact Fees. Ms. Cleveland said the purpose of the hearing was to adopt the CIPs in support of Development Impact Fees. She noted they were gathering feedback and the official action on the fees would be during the December 5, 2023, public hearing. She said the City of Coeur d'Alene (City) had been conducting a study to update both the Development Impact Fees in accordance with Title 67, Chapter 82, Idaho Code, and Annexation Fees in accordance with Title 50, Chapter 2, Idaho Code, with the assistance of Welch Comer Engineers, FCS Group, and Iteris. She said

the current Impact Fees were established in 2004 , and the Annexation Fee was last calculated in 1998, and that they hadn't been updated since. She noted the purpose of the study was to examine the fee methodology and alternatives, update the fee basis, recommend new fees based on the update and determine the maximum defensible fee. She explained Impact Fees represented the proportionate share of the cost of system improvements needed to serve new development, and Impact Fees were a one-time fee and are not reoccurring or ongoing charges. She said Annexation Fees were intended to equitably allocate the costs of property tax-supported City functions for new areas brought into the City. She said the consultant team worked on CIPs for Parks, Transportation, Police and Fire, and needs assessments for Police and Fire. She noted *system improvements* meant capital improvements to public facilities designed to provide service to a service area, *capital improvements* meant improvements with a useful life of 10-years or more, by new construction or other actions , and *public facilities* included roads, parks, open space, public safety facilities, and fire stations and apparatus. She said other than fire apparatus, other vehicles/equipment were not "public facilities." They were vetted with each of the departments and reviewed by the Planning Commission, acting as the Development Impact Fee Advisory Committee, and discussed at the workshops held on May 17, July 18, and the joint workshop with the City Council on September 25, 2023. She noted work to date for the needs assessment and CIP tasks included the following: Welch Comer worked with both Fire and Police staff on needs assessments and CIPs, Welch Comer and Iteris worked with engineering staff to assemble a roadway CIP based on data from multiple sources and vetting with the KMPO regional demand model, Welch Comer worked with Engineering and Parks staff to develop a non-motorized transportation CIP after gathering information from various existing planning documents, Welch Comer developed a Parks CIP after gathering information from the City's 2021 Parks Master Plan and working closely with Parks Department staff, Iteris pulled trip data from the KMPO regional demand model for use in the transportation Impact Fee calculations (which helped to establish growth's share of capital costs), the Planning and Zoning Commission provided input on CIPs and alternatives for fee calculations, feedback was gathered from the North Idaho Builders and Contractor's Association (NIBCA) (which included scaling residential fees, charging the park fee to non-residential land uses, blending the assisted living facility fee with other non-residential, additional non-residential land uses, multi-family by dwelling unit, hotels by square foot, an effective date of new fees 90 days after adoption, index fees annually, and ideally to establish fees for several years to help with budgeting), FCS GROUP developed various alternatives for the Impact Fee and presented options to the Development Impact Fee Advisory Committee. They prepared a policy alternatives memo and several different versions of the draft report and fee alternatives for City staff review, and FCS GROUP also updated the Annexation Fee calculations based on the 1998 methodology. Ms. Cleveland said that in October, the draft CIPs and Impact Fees/Annexation Fees were presented to the Executive Board of the North Idaho Building Contractors Association (NICBA), who provided feedback that helped to inform the final fees. She noted the following changes had been incorporated since the last Council review of CIPs: additional non-residential land use categories, removed rolling stock other than fire apparatus, separated hotels into 50+ and 50- rooms, removed transportation project R3 (E. Sherman Corridor Study) since it was deemed 0% Impact Fee eligible, provided the Impact Fee eligible percentage and the Impact Fee eligible cost to be clear which are "growth's share" of Transportation and Parks fees. She said that in order to establish the costs, the following occurred: determined projects that were needed to accommodate growth over the next 10 years, parks costs were established using a combination of estimates in the 2017 Parks Master Plan, staff input, and estimates by Welch Comer, motorized and non-motorized costs were established using a combination of costs shown

in KMPO master plans, staff input, other traffic studies/reports, and Welch Comer cost estimates, Fire costs were determined by looking at assessed values of existing facilities, comparing costs of fire stations currently being constructed by Kootenai County Fire and Rescue, and staff input, Police costs were determined by input from the on-going police station expansion project, assessed values of existing facilities, and the City of Moscow police station construction, and the Julia Street overpass project (found in transportation CIP) only included the cost of planning/pre-design. She said care was taken to establish a defensible representation of “growth’s” share of capital projects and facilities using population and visitor growth estimates, residential and non-residential growth estimates, and growth in trips from KMPO’s model. Many of the listed projects/facilities serve both existing users and forecasted new users. Therefore, not all projects were 100% Impact Fee eligible, which was reflected under the “percentage eligible” column in the CIPs. She noted since growth’s share only covered a portion of the Impact Fee projects, the remaining costs would need to be borne through other funding mechanisms (general fund, grants, other funding partners, etc.). However, without Impact Fees, the projects would still be needed to serve the community and Impact Fees would not be available to help cover the costs. She noted the most up-to-date maximum defensible Impact Fees (as shown in the table below) reflected feedback from the City Council, Planning Commission, and NIBCA. The fee categories have also been expanded, based on the feedback at the joint workshop and input from City staff. She said Council may adopt fees lower than the fees below, but not higher. She went over questions received during the joint workshop and explained the Parks Master Plan was adopted in 2021, the Trails and Bikeway Plan was adopted in 2017, cost were based on 5 acres per 1,000 residents for community parks, neighborhood parks, and sports fields (not natural parks or open space), costs were estimated by Welch Comer, escalated costs in Master Plans and input from City staff. She said projects were determined by reviewing KMPO’s Master Plans, input from City staff, and vetting of project need using KMPO 2030 and 2040 regional demand models. Costs were determined using escalated costs in previous studies/plans, estimates by Welch Comer, and knowledge from City staff. She said in regard to questions of emergency services, costs were determined by the value of existing facilities versus need for growth, costs from the recent police station in Moscow, Idaho, the current City police building expansion project, Kootenai County Fire and Rescue fire station costs, input from City staff, and input from other fire impact fee studies. She noted fire apparatus rolling stock may be included but no other rolling stock was allowed.

Maximum Defensible 2024 Proposed Fees:

Residential Fees	Parks	Transportation	Police	Fire	Total
SFH (\$/SF)	\$1.13	\$1.58	\$0.22	\$0.48	\$3.41
Multifamily (\$/du)	\$2,621.18	\$2,033.00	\$521.02	\$1,104.22	\$6,279.42
Assisted Living/Nursing Home (\$/SF)	\$0.08	\$1.32	\$0.95	\$2.13	\$4.48
Non-Residential Fees					
Industrial/Manufacturing (\$/SF)	\$0.03	\$1.49	\$0.17	\$0.36	\$2.05
Warehousing/Distribution (\$/SF)	\$0.09	\$5.15	\$0.59	\$1.25	\$7.08
Storage (\$/SF)	\$0.01	\$0.62	\$0.07	\$0.15	\$0.85
Retail/Shopping Center (\$/SF)	\$0.15	\$8.94	\$1.02	\$2.16	\$12.27
Office/Service/Restaurant/Medical (\$/SF)	\$0.08	\$4.44	\$0.51	\$1.07	\$6.10
Schools/Daycare/Church (\$/SF)	\$0.03	\$1.49	\$0.17	\$0.36	\$2.05
Government (\$/SF)	\$0.08	\$4.44	\$0.51	\$1.07	\$6.10
Accommodations (50+ rooms) (\$/room)	\$2,183.19	\$1,054.00	\$130.21	\$289.76	\$3,657.16
Accommodations (<50 rooms) (\$/room)	\$1,711.63	\$712.00	\$105.17	\$231.81	\$2,760.61
Accommodations (50+ rooms) (\$/SF)	\$5.29	\$2.56	\$0.32	\$0.70	\$8.87
Accommodations (<50 rooms) (\$/SF)	\$4.15	\$2.16	\$0.32	\$0.70	\$7.33

Ms. Cleveland said single-family and assisted living were both listed as fee per square foot, while multi-family was listed as fee per dwelling unit. The remaining non-residential fees were listed as cost per square foot and the accommodations category was listed both by fee per square foot and fee per room. Other non-residential fees were broken into more categories than previously presented, based on feedback from the joint workshop and input from staff, to create categories that would cover the grand majority of land uses the City encountered. Uncategorized land uses would go through an individual assessment of fees and were expected to occur infrequently. She noted an update was provided to the Planning Commission at its meeting on November 14, 2023. The Planning Commission, acting as the Development Impact Fee Advisory Committee, recommended that the Council adopt the CIPs and to adopt the maximum defendable fees as presented. The Commission also recommended establishing the accommodations fee as cost per square foot for hotels of 50 or more rooms, and cost per room for hotels of less than 50 rooms. She noted the Annexation Fees had not changed since they were presented to the Council previously, which was \$1,133 per equivalent residential unit (ERU). The fee was less than the 1998 fee escalated to today's dollar (\$1,419 per ERU). She said they were seeking final feedback on fees and implementation regarding the hotel Impact Fee methodology, new fees starting on April 1, 2024, credits based on current land use and current Impact Fee, and the adoption of five-year's worth of fees with an ENR index of 3.9%. She requested the Council adopt the Parks, Transportation, Police, and Fire Capital Improvement Plans in accordance with Idaho State Law to allow subsequent adoption of Development Impact Fees at the December 5, 2023 Council meeting.

Mayor Hammond opened the public testimony portion of the hearing.

PUBLIC TESTIMONY:

Bill Reagan, Dalton Gardens, said it was the first opportunity to provide input to the Council on the CIPs and revised Impact Fees. He agreed that fees needed to increase, yet the proposed park impact fees for non-residential uses were 41% more than the total amount for Fire, Police, and Transportation. He said the City had a lot of parkland and much of it had been gifted to the City. He mentioned hotels provided an economic benefit to the community and if the Coeur d'Alene Resort was being built today, the fees would be \$1.2 million if based on 338 guest rooms, or \$3

million if determined by square footage. He noted using square footage to determine impact fees was problematic as hotel rooms were all different sizes yet were occupied by one-party regardless of room size. He suggested the number of units would be a more accurate way of applying impact fees.

Ryan Nipp, Coeur d'Alene, said he was a partner in Northwest Properties, and they developed many types of properties. He said he was not in opposition of the adoption of the CIPs, yet would like to request the adoption of Impact Fees be delayed to late January 2024, in order to provide the development community an opportunity to provide meaningful feedback. He noted the fees, as proposed, would make a major impact on housing affordability.

Mayor Hammond closed the public testimony portion of the hearing.

DISCUSSION: Councilmember McEvers asked how often Impact Fees should be updated, with Mr. Adam's responding the recommendation was every five (5) years. Councilmember Wood asked why existing needs couldn't be included, such as the 15th Street example, and the substation had never been brought forward, with Ms. Cleveland responding it was growth's share and new growth could not be used to pay for existing deficiencies. Councilmember Miller asked when the Police Substation had become an existing need? Councilmember Gookin asked if the impact fee percentage amount was all that could be used on a project, with Ms. Cleveland responding that was the limit of Impact Fees which could be spent, and remaining project costs would come from another source. Mr. Adams said the CIPs established what the fees could be spent on. Councilmember Wood asked for the difference between funding a new fire station versus a new police substation, as the fire station was funded at 100% and the substation at 16%. Ms. Cleveland said the fire station was determined to be 100% needed due to new growth. Councilmember Gookin asked if the substation had to be built in a particular area of the City, with Ms. Cleveland responding it could be built in another area and all the projects were based on the City's need to handle growth in the community. Mayor Hammond said the CIPs were the basis for what the City needed. Councilmember English asked if fees could be used to lease land, or did it have to be a purchase, with Mr. Adams responding impact fees could only be used toward the purchase, not lease of land. Councilmember Wood asked how the location was selected for the Police Substation? Councilmember Evans asked if it were determined that the Police Substation was needed near the Fire Department, would the fee percentage change, with Ms. Cleveland responding staff had determined the substation was needed downtown, and the percentages were based on the projected new growth needs which wouldn't change by location. Councilmember Miller asked if part of the plan could be to remodel or add an addition to an existing building? Ms. Cleveland clarified the non-residential 50 plus rooms study had determined the impact was to parks, and for the majority of non-residential, the park fee was the non-resident employee. Mayor Hammond said many local residents had visitors who frequented the existing parks and wondered how the level of impact could be assessed to hotels? He said the challenge was not the acquisition of land, it was maintaining the facilities and was in support of a hotel per bed fee. Councilmember English noted the discussion had been how to pay for the impact on area parks by visitors and wondered what the logical way to capture the fee might be and what the nexus was on how the parks fee was determined. He mentioned there wasn't an emergency timeline and Council should take the time to get the fees right. He said assisted living facilities should not be over-penalized and asked if they had been looked at on a non-profit versus for-profit facility basis? Ms. Cleveland said the fees were blended into the other commercial uses. Councilmember Wood said the Parks Master

Plan had been previously adopted and she was not sure if the proposed fees were appropriate. She said the new Impact Fees should go into effect in July, and she wasn't sure of the CIPs and would like to hear from the economic council, other hotels, and developers in the community. Councilmember Gookin said he was not prepared to make a decision at this time and felt the parks fees should be removed from commercial. He said he had asked for the 2016 Plans and historical projections, would like to see them before deciding, and wanted to know how the proposed fees were calculated. He said he had previously stated the Julia Street Overpass project should not be included in the CIP. He said they should be cautious in regard to residential. Councilmember McEvers asked for a comparison on the past 20 years and where impact fees should be. He asked about the economic development side and what were the low-income impacts and a way to make it fair yet equitable. Councilmember Miller said the North Idaho Building Contractors Association was aware of the fee increases. She said the parks fee was new and more information was needed, and that there would be an opportunity to review all the Impact Fees every five (5) years. She noted it wouldn't be such a dramatic increase if fees had been increased regularly. Councilmember Evans thanked Ms. Cleveland and staff for their work on the plans and would like to seek information from community partners. Mayor Hammond said much work had been done and felt much of the work could be approved. He said the exception was the new parks fee, and how to assess parks fees fairly and appropriately. He would like the Parks CIP to be looked at regarding the 5-acres needed per thousand residents and suggested the number of residents per 5-acres could be increased. He noted there were also concerns with the City's water usage for parks. Councilmember English said the office space fee was high and may need to be looked at. Parks Director Bill Greenwood said the parks fee could be reduced or removed and they could look at something more in line with Mayor and Council's suggestions. Councilmember Wood said she had concerns with the proposed language regarding the Police Substation.

MOTION: Motion by Miller, seconded by Gookin, to table the adoption of the Capital Improvement Plans until the December 5 meeting in order to provide additional feedback, if needed, to the project manager.

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

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

The meeting adjourned at 8:31 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

DATE: 12-5-23
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATES: DECEMBER 19, 2023 AND
JANUARY 16, 2024

Mayor Hammond,

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

December 19, 2023:

ITEM NO.: O-2-23

REQUEST: Adoption of amendments to Coeur d'Alene Municipal Code Title 14 (Development Impact Fee)

COMMISSION ACTION: Recommended Approval

REQUEST: Approve submittal of the CDBG 2022 CAPER (Consolidated Annual Performance and Evaluation Report) to HUD for official review

January 16, 2024:

REQUEST: Approval of Capital Improvement Plans for Parks, Transportation, Police and Fire for a ten-year period, in support of updating the Development Impact Fees.

COMMISSION ACTION: Recommended Approval

REQUEST: Adoption of Development Impact Fees and Annexation Fees for the City of Coeur d'Alene to fund growth's share of these Plans

COMMISSION ACTION: Recommended Approval

RESOLUTION NO. 23-085

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: FINAL PLAT, AGREEMENT TO PERFORM SUBDIVISION WORK, AND SECURITY FOR FULL CIRCLE TRACTS (SS-23-11); AND RESOLUTION WITH IDAHO TRANSPORTATION DEPARTMENT (TTD) FOR THE RAMSEY ROAD SIGNAL UPGRADES PROJECT (COMPANION RESOLUTION NO. 23-080, ADOPTED BY COUNCIL ON NOVEMBER 7, 2023).

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

- A) Approval of Final Plat, Agreement to Perform Subdivision Work, and Acceptance of Security for Full Circle Tracts (SS-23-11);
- B) Resolution with Idaho Transportation Department (TTD) for the Ramsey Road Signal Upgrades Project (Companion Resolution No. 23-080, adopted by Council on November 7, 2023);

AND,

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

NOW, THEREFORE,

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

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

DATED this 5th day of December, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: December 5, 2023
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: [SS-23-11] Full Circle Tracts: Final Plat, Subdivision Improvement Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a four (4) lot Residential/Commercial subdivision.
2. Acceptance of the furnished subdivision improvement agreement and accompanying security.

HISTORY

- a. Applicant: Melissa Wells, Manager
LREV 27 LLC & LREV 28 LLC
1859 N. Lakewood Drive, Suite 200
Coeur d'Alene, ID 83814
- b. Location: Southeast Corner of Hanley Avenue & Huetter Road
- c. Previous Action:
 1. Preliminary plat approval, November 9, 2023

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$1,450,812.23 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

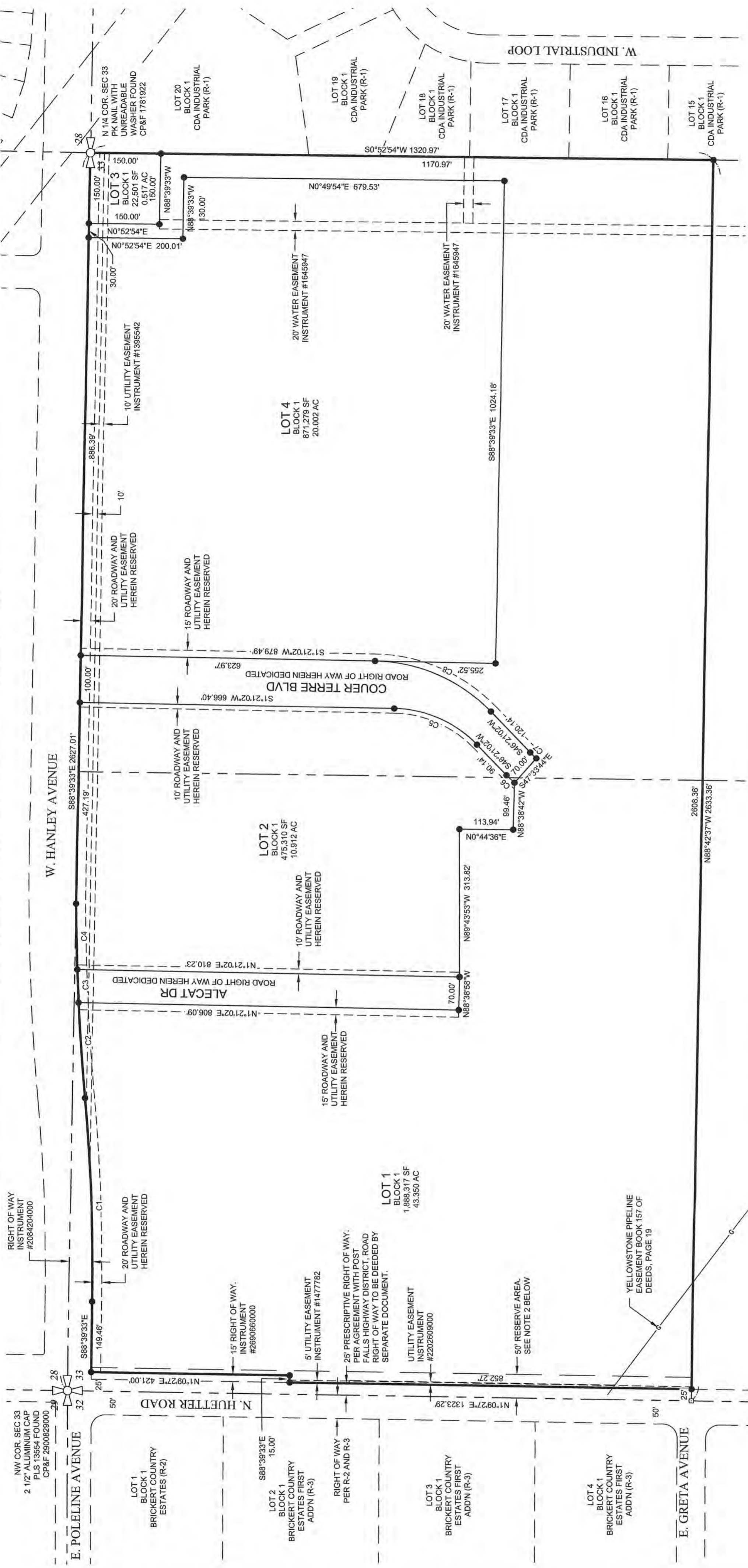
The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Storm water drainage facilities, sewer and water facilities, signs, concrete curb and sidewalk, trails and landscaping, and street improvements) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by December 5, 2026.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

FULL CIRCLE TRACTS

A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)

NOTES

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED.
2. ANY PORTION OF THIS PARCEL WITHIN 50 FEET OF THE WEST LINE OF SECTION 33 IS HEREIN RESERVED FOR A POTENTIAL FUTURE RIGHT OF WAY DEDICATION FOR HUETTER ROAD. NO PERMANENT STRUCTURES MAY BE PLACED IN THIS AREA WITHOUT PERMISSION OF THE CITY OF COEUR D'ALENE COMMUNITY DEVELOPMENT DIRECTOR.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PLAT THE PROPERTY DESCRIBED HEREON, SURVEY MONUMENTS WHERE FOUND HELD AS DEPICTED HEREON.

TITLE DOCUMENTS

THESE ARE DOCUMENTS IN TITLE REPORT COMMITMENT KT-501370, ISSUED BY KOOTENAI COUNTY TITLE COMPANY, DATED: 08/16/2023 THAT FOR THE REASON INDICATED, CAN NOT BE DISPLAYED ON THE MAP.

BK 77 OF DEEDS PG 356, BK 93 OF DEEDS PG 281, BK 95 OF DEEDS PG 43, BK 157 OF DEEDS PG 19 AND INSTRUMENT NUMBERS 1675448 AND 2136478000 ARE BLANKET EASEMENTS OVER THE NORTHWEST QUARTER.

INSTRUMENT NUMBERS 1477781, 2679483000 AND 2710342000 DO NOT AFFECT SUBJECT PROPERTY.

INSTRUMENT NUMBERS 1280123 AND 1967844 IS FOR POWER POLES AND ANCHOR THAT WOULD NOW BE IN HANLEY ROAD.

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF COEUR D'ALENE INDUSTRIAL PARK BY GARY A. FRAME PE 1617, RECORDED IN BOOK 'F' OF PLATS, PAGE 30, UNDER INSTRUMENT NO. 794296.
 - R-2 PLAT OF BRICKERT COUNTRY ESTATES BY RUSSELL G. HONSAKER P.L.S. RECORDED IN BOOK 'G' OF PLATS, PAGE 406, UNDER INSTRUMENT NO. 1459583.
 - R-3 PLAT OF BRICKERT COUNTRY ESTATES FIRST ADDITION BY RUSSELL G. HONSAKER P.L.S. 5288, RECORDED IN BOOK 'G' OF PLATS, PAGE 443, UNDER INSTRUMENT NO. 1485106.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103), PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,211,208.48; E: 2,348,419.65) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011) EPOCH: 2010.00000 AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET), WITH A COMBINED SCALE FACTOR OF 1.00006293 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -0.74950°

H-SCALE 1" = 150'



FULL CIRCLE TRACTS

A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JUNE 2019	DRAFTED BY: DTL	PLOT DATE: 11/15/2023	SHEET
FILE NAME: 23-139 SURVEY	CHECKED BY: CJJ	PROJECT NO.: 23-139	1 / 2



P.O. Box 2544 Post Falls, ID 83877
208-660-2361
johnsonsurveyingnw.com

FULL CIRCLE TRACTS

A PORTION OF THE N. 1/2 OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST. # _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT LREV 27 LLC, AN IDAHO LIMITED LIABILITY COMPANY AND LREV 28 LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT THEY OWN THE PROPERTY HERINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS _____, SAID PROPERTY BEING DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, EXCEPT ROADS.

CONTAINING 78.217 ACRES, MORE OR LESS.

THE OWNER HEREIN RESERVES THE 15 FOOT ROADWAY AND UTILITY EASEMENTS AS DEPICTED HEREON TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREIN RESERVES THE 10 FOOT ROADWAY AND UTILITY EASEMENTS AS DEPICTED HEREON TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREIN DEDICATES THE RIGHTS OF WAY FOR ALECAT DRIVE AND COUER TERRE BOULEVARD TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.

THE OWNER HEREBY DEDICATES ANY RIGHT, TITLE AND INTEREST THEY MAY HAVE BETWEEN THE WEST LINE OF THIS PLAT AND THE WEST LINE OF SECTION 33 TO THE PUBLIC IN THE NAME OF POST FALLS HIGHWAY DISTRICT.

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

Melissa Wells 11/28/23 Melissa Wells 11/28/23
MELISSA WELLS, MANAGER DATE MELISSA WELLS, MANAGER DATE
LREV 27 LLC, AN IDAHO LIMITED LIABILITY COMPANY LREV 28 LLC, AN IDAHO LIMITED LIABILITY COMPANY

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF IDAHO) S.S.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF November, IN THE YEAR OF 2023, BY MELISSA WELLS AS MANAGER OF LREV 27 LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Cynthia L Thomas

MY COMMISSION EXPIRES: 6-7-28



NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF IDAHO) S.S.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF November, IN THE YEAR OF 2023, BY MELISSA WELLS AS MANAGER OF LREV 28 LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC: Cynthia L Thomas

MY COMMISSION EXPIRES: 6-7-28



POST FALLS HIGHWAY DISTRICT

POST FALLS HIGHWAY DISTRICT ACKNOWLEDGES IT REVIEWED THIS PLAT AND NO STREETS, ROADS, OR RIGHTS-OF-WAY WERE DEDICATED TO THE PUBLIC FOR ACCEPTANCE BY POST FALLS HIGHWAY DISTRICT PURSUANT TO IDAHO CODE SECTION 50-1306.

CHAIRMAN - POST FALLS HIGHWAY DISTRICT

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOTS 1-4. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR LOTS NA. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

[Signature]
PANHANDLE HEALTH DISTRICT

11-22-2023
DATE

COEUR D'ALENE CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO.

THIS 5th DAY OF December, 2023

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED.

THIS 5th DAY OF December, 2023

[Signature]
COEUR D'ALENE CITY ENGINEER

VICINITY MAP



RECORDER'S CERTIFICATE

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

KOOTENAI COUNTY CLERK

BY: _____ DEPUTY CLERK

FEE PAID _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____ THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH _____

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

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

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

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

CHAD J. JOHNSON PLS 9367

DATE _____



FULL CIRCLE TRACTS

A PORTION OF THE N. 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JUNE 2019 DRAFTED BY: DTL PLOT DATE: 11/15/2023 SHEET 2
FILE NAME: 23-139 SURVEY CHECKED BY: CJJ PROJECT No.: 23-139 2



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

AGREEMENT TO PERFORM SUBDIVISION WORK

Full Circle Tracts

THIS AGREEMENT made this 5th day of December, 2023 between LREV 27 LLC & LREV 28 LLC, whose address is 1859 N. Lakewood Drive, Suite 200, Coeur d'Alene, ID 83814, with Melissa Wells, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Full Circle Tracts, a four (4) lot, commercial/residential development in Coeur d'Alene, situated in a portion of the North Half of the Northwest Quarter of Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Storm water drainage facilities, sewer and water facilities, signs, concrete curb and sidewalk, trails and landscaping, and street improvements, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 5th day of December, 2026. Said improvements are more particularly described on the submitted estimate of probable construction costs dated November 7, 2023 attached as Exhibit 'A' and signed by Gabe R. Gallinger, PE, #12184 of Coeur Development, LLC, whose address is 1859 Lakewood Drive, Coeur d'Alene, ID 83814, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of One Million Four Hundred Fifty Thousand Eight Hundred Twelve and 23/100 Dollars (\$1,450,812.23) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

LREV 27 LLC & LREV 28 LLC

James Hammond, Mayor

Melissa Wells, Manager

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Engineer's Cost Estimate
 Coeur Terre Blvd.
 October 30, 2023

Item No.	Estimated Quantity	Description & Cost Code	Unit Price	Total Price	Cost/Lot
6200 - Site Preparation/Grading					
6205 - Clearing & Grubbing					
	3,380 CY	Strip Topsoil	\$3.25	\$10,985.00	
	46 LF	AC Sawcut	\$6.00	\$276.00	
6210 - Excavation & Grading					
	4,560 SY	Road Subgrade Prep	\$1.80	\$8,208.00	
	4 EA	Inlet Protection	\$75.00	\$300.00	
6250 - Sewer					
6250 - Sewer					
	975 LF	12" PVC Sanitary Sewer (Deep > 25') (Coeur Terre)	\$175.50	\$171,112.50	
	0 EA	48" Manholes	\$4,800.00	\$0.00	
	3 EA	48" Manholes (Deep Manhole > 25')	\$6,200.00	\$18,600.00	
	1 EA	8" Interior Manhole Drop	\$1,950.00	\$1,950.00	
6300 - Stormwater					
6300 - Stormwater					
	20 EA	Concrete Curb Inlets	\$225.00	\$4,500.00	
	4 EA	Drywell Type B (Double)	\$3,800.00	\$15,200.00	
6350 - Water					
6350 - Water System					
	1,025 LF	12" PVC Water Main	\$79.25	\$81,231.25	
	2 EA	12" Fittings	\$1,495.00	\$2,990.00	
	1 EA	12" Valve w/ Box	\$3,215.00	\$3,215.00	
	2.0 EA	Fire Hydrant Assemblies, Incl. Valve	\$7,950.00	\$15,900.00	
6400 - Streets & Walkways					
6405 - Streets, Curbs, & Gutter					
	4,560 SY	6" Base W/ 3" ACP	\$24.95	\$113,772.00	
	1,824 LF	Curb and Gutter	\$19.70	\$35,932.80	
	80 LF	Standard Straight Curb @ ADA Ramps	\$25.00	\$2,000.00	
6410 - Sidewalks					
	5,050 SF	Concrete Sidewalk	\$5.75	\$29,037.50	
	300 SF	Concrete for ADA ramps	\$5.75	\$1,725.00	
	2 EA	Pedestrian Ramps	\$1,575.00	\$3,150.00	
6415 - Pathways & Trails					
	1,216 SY	Asphalt Pedestrian Paths - 2" over 6"	\$23.65	\$28,758.40	
	1,216 SY	Subgrade Prep - Asphalt Pathway	\$2.00	\$2,432.00	
6450 - Utilities - Dry					
6450 - Dry Utilities					
	1,200 LF	Dry Utilities Trenching and Backfill	\$6.50	\$7,800.00	
6500 - Landscaping, Fencing, & Entry Ways					
6505 - Landscaping					
Earthwork (Common Areas)					
	20,200 SF	Rough Grading and Shape swales and berms	\$0.12	\$2,424.00	
	250 CY	Fine Grade 4" Screened Topsoil	\$15.00	\$3,750.00	
Irrigation					
	10 Zone	Irrigation Zones (pipe, valves, heads, wire)	\$2,000.00	\$20,000.00	
Planting					
	40 EA	Street Tree (2" CAL)	\$550.00	\$22,000.00	
	40 EA	Tree Staking	\$200.00	\$8,000.00	
	20,200 SF	Swale Lawn (Hydroseed)	\$0.18	\$3,636.00	
6520 - Signage					
	1 EA	Street and Stop Sign	\$750.00	\$750.00	
	1 EA	Speed Limit Sign	\$750.00	\$750.00	
	1,825 LF	6" Wide Bike Lane Striping	\$0.60	\$1,095.00	
	1,825 LF	4" Wide 2-Way Left Turn Striping	\$0.40	\$730.00	
	4 EA	Plastic Turn Arrow	\$275.00	\$1,100.00	
	4 EA	Plastic Bike Lane Symbol with Arrow	\$350.00	\$1,400.00	
Total Project Costs				Sub-Total	\$624,710
				Performance Surety Multiplier	50.0%
				TOTAL	\$937,065.68

Engineer's Cost Estimate

Alecat Drive

October 30, 2023

Item No.	Estimated Quantity	Description & Cost Code	Unit Price	Total Price
6200 - Site Preparation/Grading				
6205 - Clearing & Grubbing				
	2,100 CY	Strip Topsoil	\$3.25	\$6,825.00
	38 LF	AC Sawcut	\$6.00	\$228.00
6210 - Excavation & Grading				
	2,610 SY	Road Subgrade Prep	\$1.80	\$4,698.00
	4 EA	Inlet Protection	\$75.00	\$300.00
6250 - Sewer				
6250 - Sewer				
	800 LF	8" PVC Sanitary Sewer	\$55.00	\$44,000.00
	3 EA	48" Manholes	\$4,800.00	\$14,400.00
6300 - Stormwater				
6300 - Stormwater				
	16 EA	Concrete Curb Inlets	\$225.00	\$3,600.00
	4 EA	Drywell Type B (Double)	\$3,800.00	\$15,200.00
6350 - Water				
6350 - Water System				
	810 LF	8" PVC Water Main	\$52.00	\$42,120.00
	4 EA	8" Fittings	\$675.00	\$2,700.00
	2 EA	8" Valve w/ Box	\$1,950.00	\$3,900.00
	2.0 EA	Fire Hydrant Assemblies, Incl. Valve	\$7,950.00	\$15,900.00
6400 - Streets & Walkways				
6405 - Streets, Curbs, & Gutter				
	2,610 SY	6" Base W/ 2" ACP	\$19.00	\$49,590.00
	1,620 LF	Rolled Curb and Gutter	\$19.45	\$31,509.00
	40 LF	Standard Straight Curb @ ADA Ramps	\$25.00	\$1,000.00
6410 - Sidewalks				
	8,100 SF	Concrete Sidewalk	\$5.75	\$46,575.00
	600 SF	Concrete ADA ramps	\$5.75	\$3,450.00
	2 EA	Pedestrian Ramps	\$1,575.00	\$3,150.00
6415 - Pathways & Trails				
	0 SY	Asphalt Pedestrian Paths - 2" over 6"	\$20.90	\$0.00
	0 SY	Subgrade Prep - Asphalt Pathway	\$2.00	\$0.00
6450 - Utilities - Dry				
6450 - Dry Utilities				
	810 LF	Dry Utilities Trenching and Backfill	\$6.50	\$5,265.00
6500 - Landscaping, Fencing, & Entry Ways				
6505 - Landscaping				
Earthwork (Common Areas)				
	16,200 SF	Rough Grading and Shape swales and berms	\$0.12	\$1,944.00
	100 CY	Fine Grade 4" Screened Topsoil	\$15.00	\$1,500.00
Irrigation				
	8 Zone	Irrigation Zones (pipe, valves, heads, wire)	\$2,000.00	\$16,000.00
Planting				
	32 EA	Street Tree (2" CAL)	\$550.00	\$17,600.00
	32 EA	Tree Staking	\$200.00	\$6,400.00
	16,200 SF	Swale Lawn (Hydroseed)	\$0.18	\$2,916.00
6520 - Signage				
	1 EA	Street and Stop Sign	\$750.00	\$750.00
	1 EA	Speed Limit Sign	\$750.00	\$750.00
	23 SF	18" Wide Plastic Stop Bar	\$9.90	\$227.70
Total Project Costs				\$342,498
			Sub-Total	\$342,498
			Performance Surety Multiplier	50.0%
			TOTAL	\$513,746.55

TOTAL COST ESTIMATE: \$1,450,812.23
GABE GALLINGER, PE
11-07-23

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 5, 2023
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: RAMSEY RD SIGNAL UPGRADES STATE/LOCAL AGREEMENT
RESOLUTION

DECISION POINT: Should Council approve an ITD-prepared resolution as part of the previously approved State/Local Agreement for design of the Ramsey Road traffic signal upgrades?

HISTORY: The State/Local Agreement and initial payment of \$5,000 for the Ramsey Road traffic signal upgrade project was approved by Council on November 7th. The approval was by standard City Resolution. ITD, however, has a similar form resolution that is now being required. The Resolution approved by Council was not the required resolution provided by the Idaho Transportation Department. The City inquired of ITD whether the City Resolution was sufficient, as it contains all of the required information. ITD indicated that its resolution, exactly as written, is required. In the past, ITD has accepted a City resolution that contained all of the required information.

FINANCIAL ANALYSIS: As stated in the original request for approval, the City's estimated match requirement for the LHSIP grant is 7.34% of the projected \$1,333,000 total project cost, or \$97,842. The required \$5,000 initial payment has already been made to the State.

PERFORMANCE ANALYSIS: Approval of the ITD form resolution will allow the State to contract with a consultant to begin the design process.

DECISION POINT/RECOMMENDATION: Council should approve the ITD resolution as part of the previously approved State/Local Agreement for design of the Ramsey Road traffic signal upgrades.

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for construction of **RAMSEY RD SIGNAL UPGRADES**; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A024(276) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Couer D'Alene, held on _____, _____.

(Seal)

City Clerk

OTHER BUSINESS

MEMO TO COUNCIL

DATE: December 5, 2023
FROM: Renata McLeod, City Clerk
RE: November 7, 2023 Election: Canvass of Votes

In accordance with Idaho Code 50-412, the Canvass of Votes has been approved and distributed by the Kootenai County Clerk Jennifer Locke. The City must enter the canvass of votes into the Council Minutes. Therefore, the attached certified Canvass of Vote is presented for your information and placement into the meeting minutes.

Idaho Code: 50-412. CANVASSING VOTES — DETERMINING RESULTS OF ELECTION. The county commissioners, within ten (10) days following any election, shall meet for the purpose of canvassing the results of the election. Upon receipt of tabulation of votes prepared by the election judges and clerks, and the canvass as herein provided, the results of both shall be entered in the minutes of city council proceedings. Results of election shall be determined as follows: in the case of a single office to be filled, the candidate with the highest number of votes shall be declared elected; in the case where more than one (1) office is to be filled, that number of candidates receiving the highest number of votes, equal to the number of offices to be filled, shall be declared elected.

DECISION POINT/RECOMMENDATION: The City Council should recommend the canvassed election results as presented by Kootenai County be reflected in the minutes of this meeting.



Kootenai County Elections

Jennifer Locke • Clerk

1808 N 3rd St • P.O. Box 9000 • Coeur d'Alene, ID 83816-9000

Phone (208)446-1030 • Fax (208)446-2184

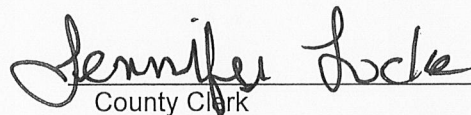
<http://www.kcgov.us/elections> • Email kcelections@kcgov.us

STATE OF IDAHO

} ss.

COUNTY OF Kootenai

I, Jennifer Locke, Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the **Consolidated Election on November 7, 2023** for the **City of Coeur d'Alene** as shown by the record of the Board of Canvassers filed in my office this **16th** day of **November, 2023**.


County Clerk

(County Seal)



Kootenai County
November 7, 2023 Consolidated Election

	Candidates						
	City of Coeur d'Alene						
	Council Member Seat 1		Council Member Seat 3		Council Member Seat 5		
Precinct	Brian D. Winkler	Christie Wood	Clark Albritton	Dan Gookin	Dan English	Roger Garlock	Rob Knutson
205	0	0	0	0	0	0	0
322	289	300	273	315	265	261	53
401	210	176	209	176	149	187	40
402	214	209	201	219	161	220	29
403	227	358	229	356	294	225	56
404	283	336	275	340	297	275	39
405	254	293	241	303	251	234	55
406	267	295	243	319	187	213	160
407	196	379	188	383	314	201	51
408	199	261	194	263	226	184	47
409	220	278	219	277	242	201	48
410	305	418	274	441	374	282	61
411	165	228	150	240	195	161	35
412	212	297	195	315	274	197	38
413	152	190	152	190	173	141	27
414	230	217	223	222	188	219	36
415	163	247	178	232	193	165	43
416	144	353	139	357	309	136	44
417	153	352	150	355	315	143	43
418	182	390	169	400	369	156	45
419	162	373	159	374	338	157	32
420	140	188	130	196	173	123	27
517	80	89	74	97	73	73	24
520	0	1	0	1	0	1	0
Total	4,447	6,228	4,265	6,371	5,360	4,155	1,033

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 5, 2023

FROM: BILL GREENWOOD, PARKS AND RECREATION DIRECTOR
RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

SUBJECT: DISCUSSION REGARDING JEANNE HOLMBERG MEMORIAL TRUST
NEIGHBORHOOD PERFORMANCES

DECISION POINT: Should City Council direct staff to work with Jeanne Holmberg Memorial Trust for neighborhood performances?

HISTORY: At the November 21, 2023, Council meeting, Council requested staff provide a staff report regarding the city permits/codes that might pertain to the Jeanne Holmberg Memorial Trust for their neighborhood performances request.

If the intent is solely to perform in a Park, the group would need to work with the Parks Department on a schedule of performance dates to ensure there are no conflicting events and to determine the size of crowd that may be expected. If they do not want to rent any gazebos or use city electricity, the use is a first come first serve basis, if they do not expect a crowd larger than 1000 people. The Parks Department does not charge a fee for the first come first serve basis use (if it is a non-commercial event).

If the group wanted to perform in the city streets (on a flatbed truck or not), they will need to follow city rules and regulations such as no amplified sound and closure of streets without pre-approved permits, working with the Municipal Services Department.

Below are some potential applicable city codes:

CHAPTER 5.24 SOUND TRUCKS OR LOUDSPEAKERS

5.24.010: PERMISSION REQUIRED; APPLICATION:

It is unlawful to play, use or operate for advertising purposes or for other purposes whatsoever any device known as a sound truck, or a loudspeaker or sound amplifier, radio or phonograph with loudspeaker or sound amplifier, a calliope, or any other instrument of any kind or character which emits loud, unnecessary, or unusual noise that is excessive, disruptive, and/or annoying to a person of reasonable sensitivities, and which is attached to or carried upon any vehicle operated or standing on any of the streets or places in the Municipality unless the firm, corporation, agent or employee, or person in charge of such vehicle has first applied for and received a permit from the City Clerk, upon recommendation by the City Administrator or Parks Director, or their designees, to operate any such vehicle equipped and used as described in this section.

4.30.025: LARGE ACTIVITY OR EVENT PERMIT:

This section shall apply to an activity or event which is reasonably expected, by the sponsor or the City, to attract more than one thousand (1,000) people as participants and spectators.

- A. A person or organization seeking a permit under this chapter for an activity or event that is reasonably expected, by the sponsor or the City, to attract more than one thousand (1,000) people shall file an application with the Parks and Recreation Director on a form provided by the Director.

4.30.020: ACTIVITIES OR EVENTS IN CITY PARKS:

C. Approval Process: The sponsor must submit a written request for use of a City park to the Parks and Recreation Director at least thirty (30) days prior to the date requested for the activity or event. The request must include:

1. A detailed schedule of events,
2. Accurate information regarding the historical audience attendance which has previously been attracted to the event,
3. All appropriate public health permits,
4. An executed hold harmless agreement in a form approved by the City Attorney's Office, and
5. The fee established by resolution of the City Council.
6. If the activity or event is anticipated to attract more than two hundred (200) people or last more than three (3) hours, the sponsor must also provide proof of liability insurance naming the City as an additional insured in an amount of one million dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. The insurance policy cannot be canceled or modified by the sponsor or insurance company without at least thirty (30) days' advance written notice to the City.

10.60.020: PERMIT REQUIRED:

No person shall engage in, participate in, or conduct any parade, public assembly, or block watch event, as defined in this chapter, without a permit issued by the City Clerk.

PARADE: Any organized dash, demonstration, march, marathon, meeting, motorcade, parade, procession, race, rally, gathering, or like activity consisting of persons, animals, or vehicles, or a combination thereof, upon the streets within the City that interferes with or has a potential to interfere with the normal flow or regulation of traffic upon the streets.

PUBLIC ASSEMBLY: Any meeting, demonstration, rally or gathering of more than twenty five (25) persons for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic.

FINANCIAL ANALYSIS: Dependent upon the type of event they are seeking and/or use of city property there may be applicable fees.

Currently, special event fees are as follows:

Street closure for special events range from \$150.00 to \$750.00 per event

Currently, Parks fees are as follows:

Gazebo rentals are \$150.00 for residents and \$200.00 for non-residents.

Riverstone Amphitheater and McEuen Pavilion rentals are \$250.00 for residents and \$350.00 for non-residents.

Refundable deposits range from \$100.00 to \$500.00 depending upon location and use

Large Events are as follows:

Activity that restricts normal use \$1,000.00/day

City Park Use:

200-500 people \$ 400.00

501-1500 people \$ 800.00

Bond \$3,000.00

Liability Insurance \$1,000,000.00

DECISION POINT/RECOMMENDATION: Council to provide direction to staff to work with representatives from the Jeanne Holmberg Memorial Trust to provide options for the neighborhood performance concept.

**CITY COUNCIL
STAFF REPORT**

DATE: December 5, 2023
FROM: Bill Greenwood Parks & Recreation Director
SUBJECT: Amended MOU with Inland Northwest Pickleball Club (*Council Action Required*)

DECISION POINT: Should Council approve the Amended Memorandum of Understanding (MOU) with the Northwest Pickleball Club (Club)?

HISTORY: Pickleball is one of the fastest growing sports in the nation and, just within the last year, the Club's membership has gone from 350 to over 500. We have an ongoing partnership with the Club that has allowed us to perform pickleball court improvements as well as providing pickleball lessons through our recreation division.

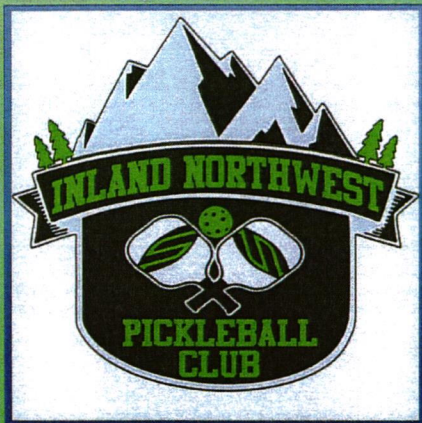
FINANCIAL ANALYSIS: There will be no cost to the City for the approval of this Amended MOU and we can apply for a matching grant for the project or other opportunities. At Cherry Hill, we have identified a location west of the existing courts and south of Fire Station 3 for the Club to build seven (7) new pickleball courts that was approved by City Council. Unfortunately, we discovered this location will be encroached on by Idaho Transportation Department for their new on and off ramps for I-90. The Amended MOU contemplates the conversion of some of the Cherry Hill tennis courts to pickleball courts. We have six (6) tennis courts. Under the Amended MOU, four (4) tennis courts would be converted into twelve (12) pickleball courts. All costs would be the responsibility of the Club and the Club will crack seal and resurface the remaining two (2) tennis courts and not stripe these for pickleball. This Amended MOU will guarantee the Club a location to build the courts which is necessary for its fund-raising goal to acquire the necessary funds to construct the courts. After construction, the courts will belong to the City and the City will perform routine maintenance and repairs, as the courts will be available for use by the general public except during the Club's tournaments.

PERFORMANCE ANALYSIS: The Club has hosted an annual pickleball tournament at the Cherry Hill Courts for the last 5 years with great success and it brings in people from all over the country and Canada. The new courts will help the Club to host larger tournaments that will attract a higher caliber of player.

DECISION POINT / RECOMMENDATION: Council should approve the Amended Memorandum of Understanding (MOU) with the Northwest Pickleball Club.



City of
Coeur d'Alene
IDAHO



Cherry Hill Park Pickleball Courts

City of Coeur D'Alene Parks and Recreation Commission Meeting

November 20, 2023



INWPC Organizes Community Pickleball

Inland Northwest Pickleball Club (INWPC)

- Established 501c3 Non-Profit Organization in 2014
- Increased membership 25% since 2021
- Includes ~580 members in Idaho & Washington
- Facilitate organized play, lessons, equipment
- Organize annual CDA Classic Tournament



CITY OF
Coeur d'Alene
IDAHO

The INWPC Provides Services To CDA Parks & Rec

City Partnerships



Programs

Information
Lessons
Round Robin
Open Play



Funding

\$\$ Facility Development
Volunteers



Facilities

Facility Use
Free Equipment Usage
Maintenance



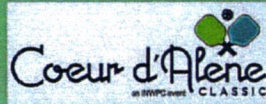
2023 CDA Classic Tournament by the Numbers

439 Players

202 Female
237 Male

Ages 12 to 84

Multiple levels of play
3.0 to 5.0



155 Volunteers

695 Volunteer Hours

17 States

2 Canadian Provinces
262 players from out of town
177 players from Idaho



We Are Bursting at the Seams!

Pickleball and the CDA Community

500
Members

400
Players
Weekly Round
Robins

90
Attendees At
Lessons

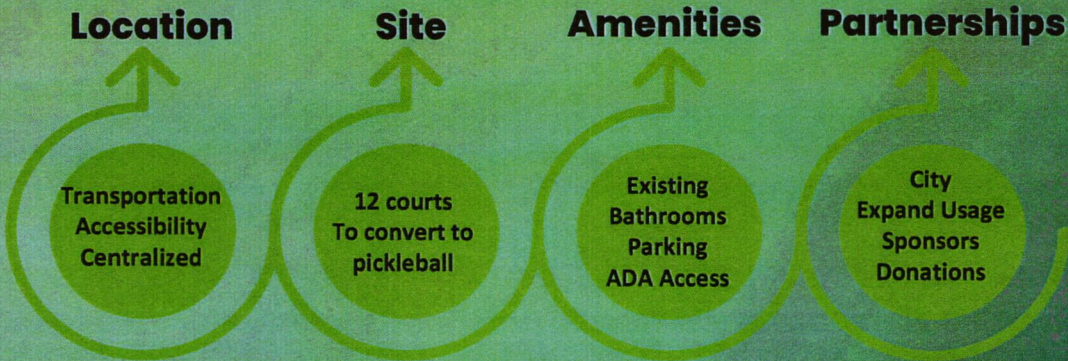
155
Average
number of
Players per
day at CDA
Parks

Memorial Park often has 8 full courts, plus 32 others waiting to play!





Why Cherry Hill Park



CDA Community Supports Pickleball Expansion

Alignment With Parks Plan 2020 Survey Results

Facilities:

- Pickleball courts were the 3rd most requested parks facility, (Parks Plan questionnaire page 48).
- Pickleball/tennis courts should be considered for inclusion in neighborhood and community parks, for current level of service and projected population increases, (page 56).
- Cherry Hill Community Park should be expanded and improved to provide more recreational opportunities and to serve a larger segment of the community, (page 59).

Volunteers:

- Work with community volunteers to implement parks projects. These efforts have resulted in new parks at a lower cost to the community and have also allowed parks to be completed faster, (page 103).

Funding:

- Expand efforts to obtain donations, this should be built upon and expanded, (page 104).
- Corporate sponsorships could be sought, especially from local businesses.



New Exit Design Impacts Our Original MOU Plans

Plot view of Cherry Hill Park – original approved plan



MOU Modification Converts Four Tennis Courts

Plot view of Cherry Hill Park – proposed modification



- Converts 4 tennis to 12 pickleball courts
- Paints 2 tennis courts



INWPC Will Fund the Project

Project Details

- Cost \$127,897*
- Quote obtained by the City of Coeur D'Alene parks Department - excludes fencing and additional access gate 8ft wide, sales tax, fees and permits (city to pay fees and permits).
- Plexipave and crack seal 2 tennis courts and 12 pickleball courts
- Install pickleball posts and nets
- Paint court lines (pickleball and tennis)



RESOLUTION NO. 23-086

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH INLAND NORTHWEST PICKLEBALL CLUB FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF PICKLEBALL COURTS ON CITY PROPERTY IN CHERRY HILL PARK.

WHEREAS, the City Council approved a Memorandum of Understanding (MOU) with the Inland Northwest Pickleball Club regarding the construction, operation, and maintenance of pickleball courts on City property in Cherry Hill Park on February 1, 2022; and

WHEREAS, since February 1, 2022, it has been discovered that the plans for on and off ramps for I-90 as designed by the Idaho Transportation Department encroach upon the area contemplated in the 2022 MOU; and

WHEREAS, the ITD plans require an amendment to the MOU; and

WHEREAS, the Parks & Recreation Director has recommended that the City of Coeur d'Alene enter into an Amended Memorandum of Understanding with the Inland Northwest Pickleball Club, pursuant to terms and conditions set for in the Amended Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such Amended Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Amended Memorandum of Understanding with the Inland Northwest Pickleball Club for the construction, operation, and maintenance of pickleball courts on City property in Cherry Hill Park in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Amended Memorandum of Understanding to the extent the substantive provisions of the Amended Memorandum of Understanding remain intact.

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

DATED this 5th day of December, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**AMENDED MEMORANDUM OF UNDERSTANDING
INLAND NORTHWEST PICKLEBALL CLUB**

I. PURPOSE:

This Amended Memorandum of Understanding (MOU) is entered into by the City of Coeur d’Alene (hereinafter referred to as the “City”) and the Inland Northwest Pickleball Club (hereinafter referred to as the “Club”), and is intended to document the Parties’ understanding of, and agreement to cooperate on, the construction, operation, and maintenance of pickleball courts on City property in Cherry Hill Park. This Amended Memorandum replaces that Memorandum of Understanding approved by the City Council on February 1, 2022. The City and the Club are jointly referred to as the “Parties.”

II. RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the state of Idaho; and

WHEREAS, the Club is an Idaho unincorporated nonprofit organization, located in Coeur d’Alene, Kootenai County, Idaho; and

WHEREAS, the Cherry Hill Park is a 30-acre park owned by the City and located at 1718 N. 15th Street, Coeur d’Alene, Idaho; and

WHEREAS, the Club has approached the City with a project proposal to convert four (4) of the existing tennis courts into twelve (12) pickleball courts (hereinafter referred to as the “Courts”) in the Cherry Hill Park (hereinafter referred to as the “Project”); and

WHEREAS, the Parties desire to collaborate and cooperate in the design, construction, and maintenance of the Courts; and

WHEREAS, the Club has proposed to raise and provide the necessary amount of money toward the construction of the Courts; and

WHEREAS, after the construction of the Courts, the City will own, manage and maintain the Courts for the use and benefit of the public, with the assistance of the Club as described herein.

NOW, THEREFORE, it is agreed as follows:

III. AGREEMENT:

A. Term:

1. The term of this Amended MOU shall be three (3) years, commencing on the date

the Parties have signed this Amended MOU.

2. This Amended MOU may be terminated by either party prior to the expenditure of any monies for the construction of the Project upon thirty (30) days' written notice.
3. This Amended MOU may be extended upon written agreement of the Parties prior to the expiration of the initial term or any extension thereof, upon such terms and conditions as the Parties may agree.

B. Financing:

1. The Club shall use its best efforts to raise the necessary construction costs for the Project. If the Club fails to raise said sum during the term of this Amended MOU, or any extension thereof, the Parties' obligations hereunder shall be null and void.
2. The City will seek a grant or grants to match the Club's contribution and/or other opportunities. Nothing herein shall require the City to proceed with the Project if it does not receive a grant or grants sufficient to complete the Project.

C. The Improvements:

1. The Parties agree to work together to create a design for twelve (12) pickleball courts in Cherry Hill Park, (*see exhibit 1*) as funds are available. Each may, at their own expense, retain a professional designer to assist with the design.
2. Every effort will be made to create a design acceptable to the Parties. However, in the event the Parties cannot agree on the design, the City will make the final decision on the design.
3. Upon approval of the final design, and upon receipt of full funding for the Project, the City will bid the Project as required for public works construction.
4. A construction contract will be awarded for the Project to the lowest responsive bidder, provided that the funding available is sufficient for the Project.

D. Title: Following completion of the improvements, the Courts shall be owned by the City.

E. Naming Rights:

1. For its contribution, the Club shall be granted naming rights for the Courts for a period of ten (10) years. The name shall be subject to the City's approval, which approval will not be unreasonably withheld.
2. The Club may be granted naming rights for the Courts after the expiration of the initial ten (10) year term upon such terms and conditions as the Parties may agree. If the Parties are unable to agree to the terms and conditions of any extension of

naming rights, the City will be free to grant naming rights to any other person or entity.

F. Management and Maintenance:

1. Following completion of the Project, the City shall perform the customary and routine management, maintenance, and repairs of the Courts at its own expense.
2. The Club shall perform any management, maintenance, and repairs of the Courts associated with any tournaments sponsored or organized by the Club, or use by the Club for other events.
3. The Club shall have the right to reserve the Courts for tournaments or other Club events, not to exceed seven (7) days at a time, provided the Courts have not been previously reserved by another person or organization. The Club shall contact the City Parks and Recreation Department to reserve the Courts at least thirty (30) days in advance of a tournament or event.

G. It is further agreed by the Parties:

1. That lines of communication shall be kept open between the Parties in order to discuss any concerns related to the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this Amended MOU may be modified only by mutual written agreement.
3. That the Parties agree to execute any additional documents necessary to effectuate this Amended MOU.
4. Each party shall be liable for any and all claims, damages, or suits arising from the acts, omissions or negligence of its own officers, agents, and employees.

DATED this 5th day of December, 2023.

CITY OF COEUR D’ALENE

INLAND NORTHWEST PICKLEBALL CLUB

James Hammond, Mayor

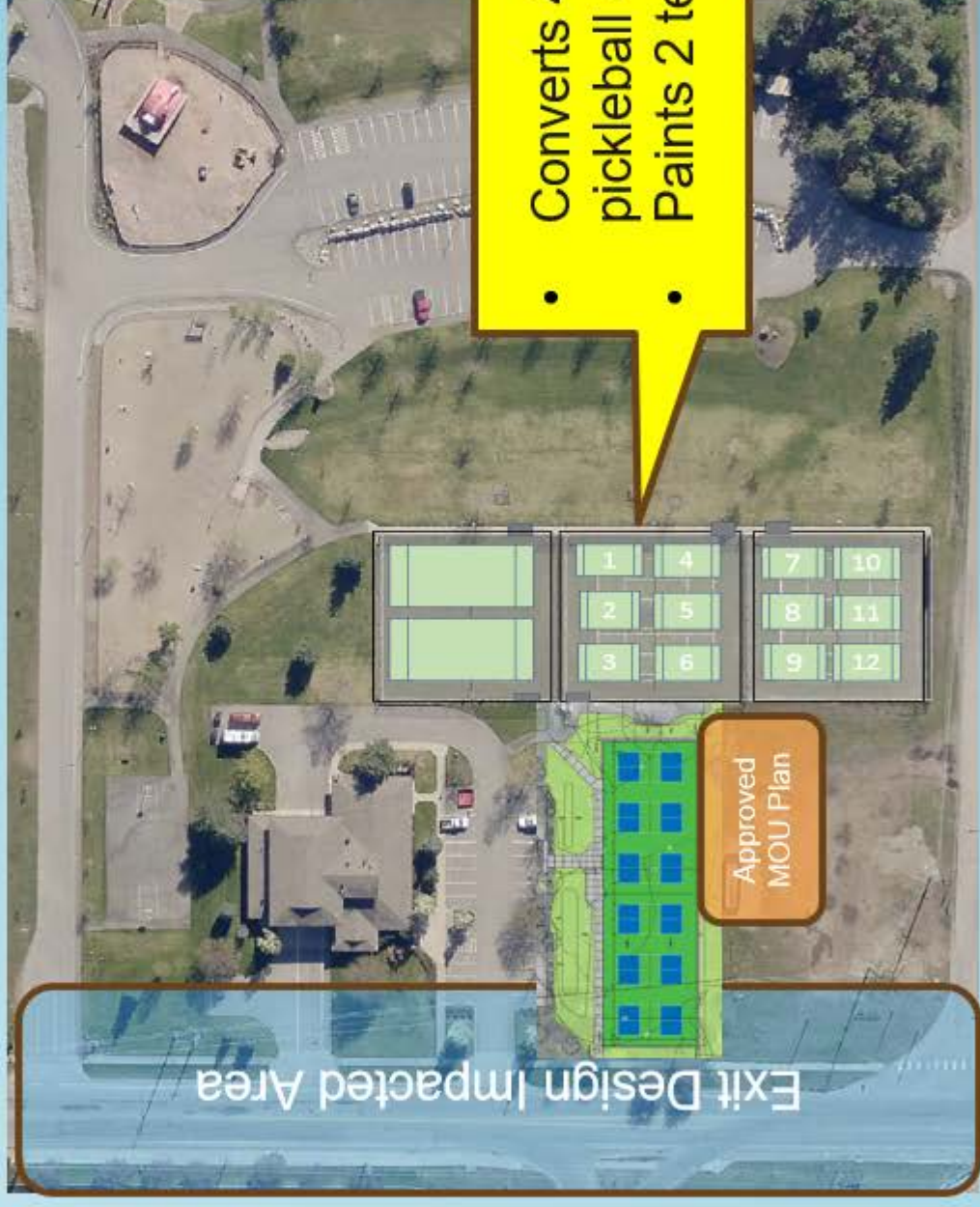
_____, _____

ATTEST:

Renata McLeod, City Clerk

MOU Modification Converts Four Tennis Courts

Plot view of Cherry Hill Park – proposed modification



PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: DECEMBER 5, 2023
**FROM: TROY TYMESEN, CITY ADMINISTRATOR AND
RANDY ADAMS, CITY ATTORNEY**
**SUBJECT: PUBLIC HEARING TO CONVEY 7,760 SQUARE FEET OF REAL
PROPERTY IN ATLAS WATERFRONT TO IGNITE CDA**

DECISION POINT: Should Council transfer 7,760 square feet of real property in Atlas Waterfront to ignite cda, a tax-supported governmental entity, without consideration?

HISTORY: The City began the process of purchasing the Atlas Waterfront property in May of 2017. In 2018, the City purchased nearly 47 acres of Spokane River waterfront property that was the former Atlas Mill site with the goal of creating permanent, public waterfront access and encouraging economic development initiatives on the site. The purchase price of the property was \$7,850,000. The purchase was funded by a loan from the City’s Wastewater Utility. The project size was increased to approximately 70 acres when a triangle parcel was acquired through a land exchange and vacation of unused road right-of-way along the south side of Seltice Way.

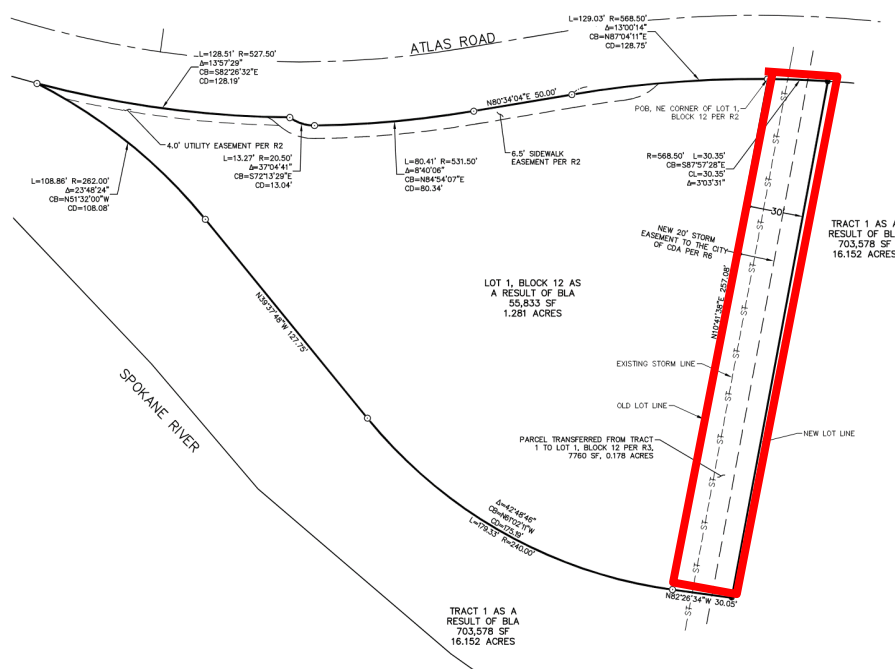
Subsequently, the City transferred the property, except for a portion of the property intended for parkland, to ignite cda, to oversee the development. Ignite cda has been working closely with the City, Welch-Comer, and Heartland LLC to develop the property. The project is currently in phase 2. Councilmember Christie Wood has served on the Atlas Scoring Committee, along with City staff representatives Troy Tymesen and Hilary Patterson, representatives from the ignite cda board, Heartland Development (advisor to ignite cda), and Phil Boyd of Welch-Comer. The committee has been apprised of the challenges of developing what is known as “Area 13” and the need for public and fire access along the eastern boundary.

Area 13 is the last remaining developable parcel in the Lake District within the Atlas Waterfront project. The sale of this parcel is critical to help pay back the Wastewater Utility for the loan made to acquire the Atlas Waterfront property. There have been three requests for proposals and multiple failed attempts to sell the parcel, largely due to the size and shape of the parcel, as well as the significant grade change from Atlas Road down to the waterfront trail. Ignite cda has recently signed a Development Disposition Agreement with deChase Miksis for Area 13 and a closing date is scheduled for December 8, 2023. Thus, it is critical that the public hearing to consider the transfer occur on December 5, 2023.

At the regular meeting of the City Council on November 21, 2023, the Council unanimously voted to declare that the transfer of the subject property to ignite cda, without consideration, was in the best interest of the City, and set a public hearing to consider the transfer for December 5, 2023. Pursuant to this decision, Resolution 23-084 has been executed affirming the intent of the City Council to transfer property to ignite cda and set the public hearing.



The property to be conveyed by the City to ignite cda is described as 7,760 square feet or +/- 0.178 acres located adjacent to and along the eastern property line of Atlas Waterfront Area 13 and along the western edge of the Atlas Waterfront Park. Conveyance of the 30-foot strip of property would make development of Area 13 more feasible and enable the pending sale to close. Prior to closing the sale on December 8, Ignite cda will provide a perpetual easement to the City for the benefit of the public and to provide fire department access around the buildings. The Developer will provide a public promenade and an enhanced landscaped buffer between the park and the mixed-use development on Area 13. The transfer will result in more land on the City's tax rolls, and help with sale and development of Area 13. Again, the proceeds will help pay back the Wastewater Utility for the loan made to pay for acquisition of the Atlas Waterfront property. These are all public benefits in support of conveying the real property. The promenade connection was envisioned in the original Atlas neighborhood plan, but there was insufficient budget to construct the connection as part of the waterfront park project.



FINANCIAL ANALYSIS: The area in question has no value to the City other than as a 30-foot strip of unimproved area of parkland. This conveyance would provide a public promenade, fire department access, an enhanced landscaped buffer between the park and the mixed-use development on Area 13, provide more land on the City's tax rolls, and help with sale and development of Area 13, to help pay back the City's Wastewater Utility.

PERFORMANCE ANALYSIS: The ADRC supports the proposed fire access road/public promenade because it allows Area 13 to be developed in a manner consistent with the Atlas Development Standards, specifically: 1. No surface parking; 2. Activating both the Atlas Road and waterfront trail sides for the parcel with a food and beverage operation; and 3. Creating 22 residential units.

The ADRC discussed deChase's proposal with the Atlas Development Team and the Team initially suggested a Boundary Line Adjustment (BLA) with ignite CDA to move Area 13's east boundary 30' east, so the fire access road would be completely on Area 13 (private property). Later the City Attorney suggested an alternate approach would simply be to convey the property to ignite cda by ordinance, as authorized by Idaho Code § 50-1403(4). Idaho Code § 50-1403 provides that the City may transfer property, with or without consideration, to any tax supported governmental unit if it is in the best interest of the City to do so. Ignite cda is a tax supported governmental unit. Staff believes that it is in the best interest of the City to transfer the property to ignite cda for the reasons stated in this Report.

If the property is conveyed, a permanent and perpetual easement to the City for the publicly accessible promenade, fire access, and stormwater would be granted by ignite cda, which easement would be binding on future owners of Area 13. The owner of Area 13 would be responsible for promenade maintenance. The public open space area is currently irrigated turf and a stormwater line runs through this area.

DECISION POINT/RECOMMENDATION: Council should approve the conveyance of real property to ignite cda, without consideration, pursuant to Idaho Code § 50-1403(4) and authorize the Mayor and the Clerk to sign the required documents completing the conveyance.



SPECIAL CALL BOARD MEETING

TUESDAY NOVEMBER 28, 2023 3:00 P.M.

CDA CHAMBER OF COMMERCE

LARGE CONFERENCE ROOM

105 N. 1ST STREET, CDA, IDAHO

MINUTES

1. CALL TO ORDER

ignite cda Finance Committee Chair Garcia called the board meeting to order at 3:01 p.m.

ignite cda board members present: None

ignite cda board members attending remotely: Chapkis, Garcia, Evans, Meyer, Armon

ignite cda staff present: Berns **ignite cda** legal counsel present: Quade

2. AREA 13: APPROVAL OF PERMANENT PUBLIC ACCESS AND UTILITY EASEMENT ASSOCIATED WITH THE PENDING ATLAS WATERFRONT PARK PROPERTY ASSET TRANSFER FROM THE CITY OF CDA TO IGNITE CDA

*Background: Background re. this agenda item is captured in the November 15, 2023 **ignite cda** board meeting minutes.*

Ex. Director Berns and Counsel Quade reviewed/discussed with the board the proposed permanent public access and utility easement relative to Atlas Project Area 13 wherein the City of CDA will transfer a +/- 0.178 acre portion of the western edge of the Atlas Waterfront Park (refer to depictions below) to **ignite cda**, and **ignite cda** will then grant a permanent public access and utility easement to the City for said transferred property. The transferred property will then be combined with the existing Area 13 property and sold to deChase-Miksis under the existing Area 13 Disposition and Development Agreement (DDA). The permanent easement will run with the land.

Motion by Commissioner Armon, seconded by Commissioner Garcia, to approve the proposed Atlas Project Area 13 permanent public access and utility easement as proposed relative to the pending transfer by the City to ignite cda of +/- 0.178 acres located on the western edge of the Atlas Waterfront Park, also authorizing the Executive Director to sign said easement on behalf of the Agency. Motion carried.

3. ADJOURN

Motion by Commissioner Armon, seconded by Commissioner Meyer, to adjourn. Motion carried.

The **ignite cda** special call board meeting adjourned at 3:05 p.m. Minutes prepared and submitted by Ex. Director Berns.

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley LLP
Attn: Danielle S.C. Quade
P.O. Box 1617
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT (Public Access and Utility)

THIS GRANT OF EASEMENT is made effective this ____ day of December, 2023, by COEUR D'ALENE URBAN RENEWAL AGENCY, dba ignite cda, a public body, corporate and politic (the "**Grantor**"), and THE CITY OF COEUR D'ALENE, a public body, corporate and politic (the "**Grantee**"). The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner of that certain real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

WHEREAS, Grantor desires to grant a non-exclusive, permanent easement on, over, across and under those portions of the Property legally described on **Exhibit B** and graphically depicted as the on **Exhibit C**, described respectively as the "**Public Easement Property**" or the "**Stormwater Easement Property**," (as defined herein) both of which are attached hereto and incorporated herein by this reference (collectively, the "**Easement Property**"), for the uses and purposes set forth herein.

EASEMENT GRANT AND AUTHORIZED USES

1. **Grant of Easement:** Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, easement over, on, and through the Easement Property, for the following purposes:

- (a) for use by (i) all members of the general public and Grantee as a shared-use path and promenade for ingress, egress and recreation by pedestrians and non-motorized vehicles and (ii) the City of Coeur d'Alene, Idaho (the "**City**") for motorized vehicular fire protection access through that portion of the Property described on **Exhibit B** as the Public Easement Property (the "**Public Easement Property**") (the "**Public Easement**"); and

- (b) to operate, maintain, repair, replace and remove stormwater drains, pipes and all necessary related facilities and appurtenances thereto (collectively, the “**Stormwater Utilities**”) through that portion of the Property described on **Exhibit B** as the Stormwater Easement Property (the “**Stormwater Easement Property**”) (the “**Stormwater Easement**” and, together with the Public Easement, the “**Easement**”).

2. Purposes of this Grant of Public Easement: Grantor and Grantee acknowledge that the sole purpose of the Public Easement is to allow Grantee to maintain, operate, and reconstruct a shared-use path and promenade for pedestrian and non-motorized vehicles and motorized vehicular fire protection access, which shall include the following improvements located on the Public Easement Property, including without limitation: soil fill material, base rock, concrete (or other paving approved by the City and Master Developer Architectural Design Review Committee for the Atlas Waterfront development), concrete curbing, landscaping, public seating, drywell(s), lighting, and irrigation systems (collectively, hereafter the “**Public Facilities**”), and the right of ingress and egress for the maintenance, operation and reconstruction of the Public Facilities.

3. Purposes of this Grant of Stormwater Easement: Grantor and Grantee acknowledge that the sole purpose of the Stormwater Easement is to allow Grantee to operate, maintain, repair, replace and remove the Stormwater Utilities located on or under the Stormwater Easement Property and the right of ingress and egress for the maintenance, operation and reconstruction of the Stormwater Utilities.

5. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes of the Easement perpetually.

6. Maintenance and Condition of Easement: Grantee shall keep, maintain, repair, and preserve the Stormwater Easement Property for the benefit of the public for the purposes stated herein at Grantee’s sole cost and expense. Grantee shall keep, maintain, repair, and preserve the Stormwater Utilities in a manner consistent with maintenance of other similar facilities of the City, and in a good and safe condition. Grantee, at its sole cost and expense, agrees to restore the Easement Property to substantially the same condition as existing on immediately prior to commencing any maintenance, repairs, installation or reconstruction on the Easement Property. Grantee shall take all steps necessary to avoid the filing of any mechanic’s or materialmen’s liens against the Easement Property as a result of such activities related to the operation, maintenance, repair or reconstruction of the Public Facilities or Stormwater Utilities.

7. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property which would materially limit Grantee’s right under this Easement.

8. Public Access: Grantor hereby covenants and agrees that the Public Easement Property shall be available to the general public for the purposes provided herein for the Public Easement.

9. Immunities Preserved. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict Grantor or Grantee from availing themselves of the protections offered by

applicable laws affording any immunity or defense, including without limitation any limitation of landowner liability afforded by so-called Recreational Immunity statutes, Idaho Code Section 36-1604, or by the limitations contained in the Idaho Tort Claims Act.

10. Insurance. Grantee shall maintain public liability insurance with limits of no less than \$500,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the Grantee or its officers, employees, contractors, agents, successors, or assigns, or resulting for any indemnity obligation of the Indemnified Parties. Grantee shall have the right, at Grantee's discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance.

11. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions herein contained, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

12. Recitals: The recitals set forth above are hereby incorporated by this reference.

13. Recording: This Easement shall be recorded in the Official Real Property Records of Kootenai County, Idaho.

[Signatures on the Following Pages]

GRANTEE:

CITY OF COEUR D'ALENE,
the independent public body, corporate and politic

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____ 2023, before me the undersigned notary public in and for said State, personally appeared _____ known or identified to me to be the _____ of the CITY OF COEUR D'ALENE, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur D'Alene.

Notary Public for Idaho
My commission expires _____

EXHIBIT "A"

Legal Description of the Property

Lot 1, Block 12 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho.

TOGETHER WITH AND INCLUDING:

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the **POINT OF BEGINNING.**

Containing 55,833 square feet or 1.281 acres more or less.

EXHIBIT "B"

Legal Description of Easement Property

Public Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the **POINT OF BEGINNING**.

Containing 7,760 square feet or 0.178 acres more or less.

Stormwater Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

A 20-foot strip of land lying 10 feet each side of the following described centerline:

Commencing at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet; Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 10.14 feet, through a central angle of $01^{\circ} 01' 21''$, a chord bearing of South $88^{\circ} 58' 33''$ East and a chord distance of 10.14 feet to the **BEGINNING** of said centerline:

Thence South $10^{\circ} 41' 38''$ West a distance of 258.24 feet to the **END** of said centerline.

EXHIBIT "C"

Graphic Depiction of Easement Property

See Attached.

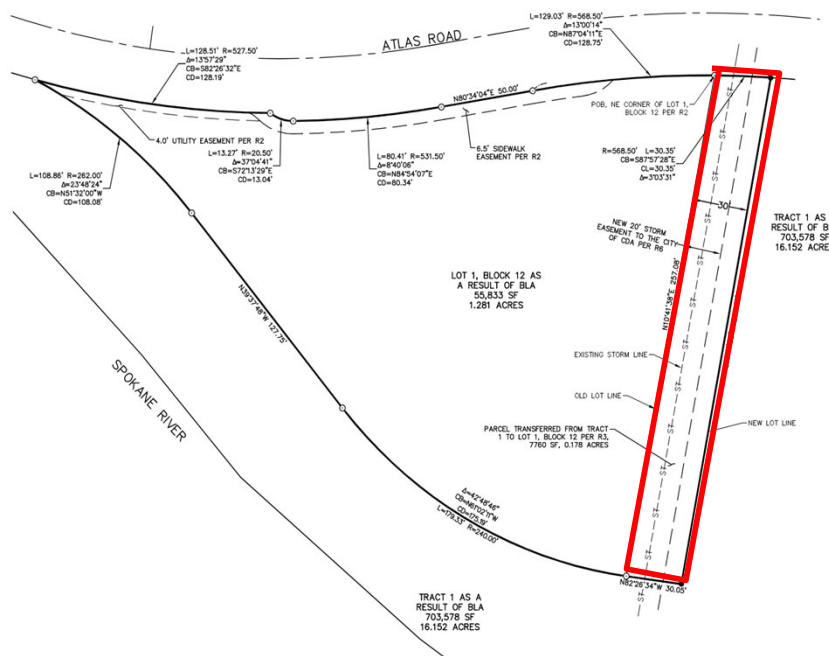
**PUBLIC HEARING TO CONVEY
7,760 SQUARE FEET OF REAL PROPERTY
IN ATLAS WATERFRONT TO IGNITE CDA**



12/5/23

DECISION POINT:

Should Council transfer 7,760 square feet of real property in Atlas Waterfront to ignite cda, a tax-supported governmental entity, without consideration?



**7,760 square feet =
+/- 0.178 acres**



PUBLIC BENEFITS

- Public promenade installed and maintained by the developer
- Fire Department access
- Enhanced landscaped buffer between the park and the mixed-use development on Area 13
- Provides more land on the City's tax rolls
- Helps with sale and development of Area 13, to help pay back the City's Wastewater Utility

ADDITIONAL CONSIDERATIONS

1. Area 13 has been offered for RFP three times and development unsuccessful.
2. After December 31, 2023, ignite cda will not be able to offer the parcel for sale through an RFP process and the land would have to be transferred to the City of Coeur d'Alene.
3. The deChase proposal meets Atlas Development Standards and goals – *no surface parking, activates Atlas Road and trail, and adds 22 residential units.*
4. The access road/public promenade with sitting areas overlooking the park would be constructed and maintained at deChase's expense.
5. Any modifications of existing public utilities (such as the stormwater line, adjustments to the park irrigation system) would be made at deChase's expense.
6. Easement would ensure Fire Department, public access, maintenance and utilities.

DECISION POINT/RECOMMENDATION:

Council should approve the conveyance of real property to ignite cda, without consideration, pursuant to Idaho Code § 50-1403(4) and authorize the Mayor and the Clerk to sign the required documents completing the conveyance.

QUESTIONS?

RESOLUTION NO. 23-087

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE TRANSFER OF, AND AUTHORIZING DELIVERY OF A QUITCLAIM DEED FOR, A +/- 0.178 ACRE STRIP OF PROPERTY ON THE WESTERN EDGE OF A PORTION OF TRACT 1, ATLAS WATERFRONT 2ND ADDITION, TO THE COEUR D'ALENE URBAN RENEWAL AGENCY, D/B/A IGNITE CDA, AND ACCEPTING A PERMANENT PUBLIC ACCESS AND UTILITY EASMENT FROM IGNITE CDA FOR THE SAME PROPERTY.

WHEREAS, the City Administrator and Community Planning Director of the City of Coeur d'Alene have recommended that the City of Coeur d'Alene quitclaim certain property in the City of Coeur d'Alene, as described in said Quitclaim Deed, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, to the Coeur d'Alene Urban Renewal Agency, d/b/a ignite cda, the urban renewal agency of the City of Coeur d'Alene and a tax supported governmental unit, pursuant to Idaho Code § 50-1403(4); and

WHEREAS, ignite cda has agreed to grant the City a permanent public access and utility easement over the same property, in accordance with the terms of the Easement, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the property be transferred and a Quitclaim deed be delivered to the Coeur d'Alene Urban Renewal Agency, d/b/a ignite cda, the urban renewal agency of the City of Coeur d'Alene and a tax supported governmental unit, pursuant to Idaho Code § 50-1403(4); and

WHEREAS, it is deemed by the Mayor and City Council of the City of Coeur d'Alene to be in the best interests of the City of Coeur d'Alene and the citizens thereof to accept such Easement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and the City Council of the City of Coeur d'Alene that the property described in Exhibit "A" be transferred to the Coeur d'Alene Urban Renewal Agency, d/b/a ignite cda, the urban renewal agency of the City of Coeur d'Alene and a tax supported governmental unit, pursuant to Idaho Code § 50-1403(4).

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept a permanent public access and utility easement from ignite cda, a copy of which easement is attached hereto as Exhibit "B" and by this reference made a part hereof.

BE IT FURTHER RESOLVED by the Mayor and the City Council of the City of Coeur d'Alene that the Mayor and City Clerk be and they are hereby authorized to execute the Quitclaim Deed and Easement described above on behalf of the City.

DATED this 5th day of December, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

Recording Requested By and
When Recorded Return to:
Renata McLeod
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

This Quitclaim Deed is made and entered as of this ____ day of _____, 2023, between the **City of Coeur d'Alene**, Idaho, whose address is 710 E Mullan Avenue, Coeur d'Alene, Idaho, (the "**Grantor**"), and the **Coeur d'Alene Urban Renewal Agency**, d/b/a **ignite cda**, the urban renewal agency of the City of Coeur d'Alene, Idaho (the "**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee and to Grantee's heirs and assigns, all right, title and interest in and to the real property and improvements thereon located in Kootenai County, State of Idaho, and more specifically described on **Exhibit "A"** and shown on **Exhibit "B,"** attached hereto and incorporated herein by this reference, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, to have and to hold all and singular and to its heirs and assigns forever.

By its execution of the Deed Acceptance, attached hereto as **Exhibit "C,"** and incorporated herein by reference, the Grantee agrees to the terms and conditions set forth in said Quitclaim Deed.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

CITY OF COEUR D'ALENE

By _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2023, before me, personally appeared **James Hammond** and **Renata McLeod**, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Coeur d’Alene, Idaho, that executed the within instrument on behalf of said City, and acknowledged to me that the City executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT "A"

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of 03° 03' 31", a chord bearing of South 87° 57' 28" East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South 10° 41' 38" West a distance of 260.00 feet;

Thence North 82° 26' 34" West a distance of 30.05 feet to the southeast corner of said Lot 1;
Thence along the East line of said Lot 1, North 10° 41' 38" East a distance of 257.08 to the POINT OF BEGINNING.

Containing 7,760 square feet or 0.178 acres more or less.

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley LLP
Attn: Danielle S.C. Quade
P.O. Box 1617
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT (Public Access and Utility)

THIS GRANT OF EASEMENT is made effective this ____ day of December, 2023, by COEUR D'ALENE URBAN RENEWAL AGENCY, dba ignite cda, a public body, corporate and politic (the "**Grantor**"), and THE CITY OF COEUR D'ALENE, a public body, corporate and politic (the "**Grantee**"). The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner of that certain real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

WHEREAS, Grantor desires to grant a non-exclusive, permanent easement on, over, across and under those portions of the Property legally described on **Exhibit B** and graphically depicted as the on **Exhibit C**, described respectively as the "**Public Easement Property**" or the "**Stormwater Easement Property**," (as defined herein) both of which are attached hereto and incorporated herein by this reference (collectively, the "**Easement Property**"), for the uses and purposes set forth herein.

EASEMENT GRANT AND AUTHORIZED USES

1. **Grant of Easement**: Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, easement over, on, and through the Easement Property, for the following purposes:

- (a) for use by (i) all members of the general public and Grantee as a shared-use path and promenade for ingress, egress and recreation by pedestrians and non-motorized vehicles and (ii) the City of Coeur d'Alene, Idaho (the "**City**") for motorized vehicular fire protection access through that portion of the Property described on **Exhibit B** as the Public Easement Property (the "**Public Easement Property**") (the "**Public Easement**"); and

- (b) to operate, maintain, repair, replace and remove stormwater drains, pipes and all necessary related facilities and appurtenances thereto (collectively, the “**Stormwater Utilities**”) through that portion of the Property described on **Exhibit B** as the Stormwater Easement Property (the “**Stormwater Easement Property**”) (the “**Stormwater Easement**” and, together with the Public Easement, the “**Easement**”).

2. Purposes of this Grant of Public Easement: Grantor and Grantee acknowledge that the sole purpose of the Public Easement is to allow Grantee to maintain, operate, and reconstruct a shared-use path and promenade for pedestrian and non-motorized vehicles and motorized vehicular fire protection access, which shall include the following improvements located on the Public Easement Property, including without limitation: soil fill material, base rock, concrete (or other paving approved by the City and Master Developer Architectural Design Review Committee for the Atlas Waterfront development), concrete curbing, landscaping, public seating, drywell(s), lighting, and irrigation systems (collectively, hereafter the “**Public Facilities**”), and the right of ingress and egress for the maintenance, operation and reconstruction of the Public Facilities.

3. Purposes of this Grant of Stormwater Easement: Grantor and Grantee acknowledge that the sole purpose of the Stormwater Easement is to allow Grantee to operate, maintain, repair, replace and remove the Stormwater Utilities located on or under the Stormwater Easement Property and the right of ingress and egress for the maintenance, operation and reconstruction of the Stormwater Utilities.

5. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes of the Easement perpetually.

6. Maintenance and Condition of Easement: Grantee shall keep, maintain, repair, and preserve the Stormwater Easement Property for the benefit of the public for the purposes stated herein at Grantee’s sole cost and expense. Grantee shall keep, maintain, repair, and preserve the Stormwater Utilities in a manner consistent with maintenance of other similar facilities of the City, and in a good and safe condition. Grantee, at its sole cost and expense, agrees to restore the Easement Property to substantially the same condition as existing on immediately prior to commencing any maintenance, repairs, installation or reconstruction on the Easement Property. Grantee shall take all steps necessary to avoid the filing of any mechanic’s or materialmen’s liens against the Easement Property as a result of such activities related to the operation, maintenance, repair or reconstruction of the Public Facilities or Stormwater Utilities.

7. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property which would materially limit Grantee’s right under this Easement.

8. Public Access: Grantor hereby covenants and agrees that the Public Easement Property shall be available to the general public for the purposes provided herein for the Public Easement.

9. Immunities Preserved. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict Grantor or Grantee from availing themselves of the protections offered by

applicable laws affording any immunity or defense, including without limitation any limitation of landowner liability afforded by so-called Recreational Immunity statutes, Idaho Code Section 36-1604, or by the limitations contained in the Idaho Tort Claims Act.

10. Insurance. Grantee shall maintain public liability insurance with limits of no less than \$500,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the Grantee or its officers, employees, contractors, agents, successors, or assigns, or resulting for any indemnity obligation of the Indemnified Parties. Grantee shall have the right, at Grantee's discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance.

11. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions herein contained, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

12. Recitals: The recitals set forth above are hereby incorporated by this reference.

13. Recording: This Easement shall be recorded in the Official Real Property Records of Kootenai County, Idaho.

[Signatures on the Following Pages]

GRANTEE:

CITY OF COEUR D’ALENE,
the independent public body, corporate and politic

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____ 2023, before me the undersigned notary public in and for said State, personally appeared _____ known or identified to me to be the _____ of the CITY OF COEUR D’ALENE, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur D’Alene.

Notary Public for Idaho
My commission expires _____

EXHIBIT "A"

Legal Description of the Property

Lot 1, Block 12 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho.

TOGETHER WITH AND INCLUDING:

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of 03° 03' 31", a chord bearing of South 87° 57' 28" East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South 10° 41' 38" West a distance of 260.00 feet;

Thence North 82° 26' 34" West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North 10° 41' 38" East a distance of 257.08 to the **POINT OF BEGINNING.**

Containing 55,833 square feet or 1.281 acres more or less.

EXHIBIT "B"

Legal Description of Easement Property

Public Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the **POINT OF BEGINNING**.

Containing 7,760 square feet or 0.178 acres more or less.

Stormwater Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

A 20-foot strip of land lying 10 feet each side of the following described centerline:

Commencing at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet; Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 10.14 feet, through a central angle of $01^{\circ} 01' 21''$, a chord bearing of South $88^{\circ} 58' 33''$ East and a chord distance of 10.14 feet to the **BEGINNING** of said centerline:

Thence South $10^{\circ} 41' 38''$ West a distance of 258.24 feet to the **END** of said centerline.

EXHIBIT "C"

Graphic Depiction of Easement Property

Depictions of proposed property transfer and permanent easement area.



The easement area is left of the red line and adjacent to Area 13.

CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: DECEMBER 5, 2023

SUBJECT: A-1-23: ANNEXATION OF 1.74 ACRES AND ESTABLISHING R-12 ZONING

LOCATION: PROPERTY IS LOCATED AT 3549 N. 15th STREET

OWNERS:
Sandra Braden & William Braden
3549 N 15th Street
Coeur d'Alene, ID 83815

APPLICANT / ENGINEER:
Lake City Engineering
126 Poplar Avenue
Coeur d'Alene, ID 83814

DECISION POINT:

The applicant is requesting approval of the annexation of 1.74 acres in conjunction with zoning approval from County Agricultural-Suburban to the R-12 zoning district. An annexation agreement has been drafted. The City Council will act on that request separately.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission found that the annexation request met all of the required criteria and recommended adoption of the R-12 zoning at their regularly scheduled hearing on October 10, 2023 by a unanimous vote of 6-0.

BACKGROUND INFORMATION:

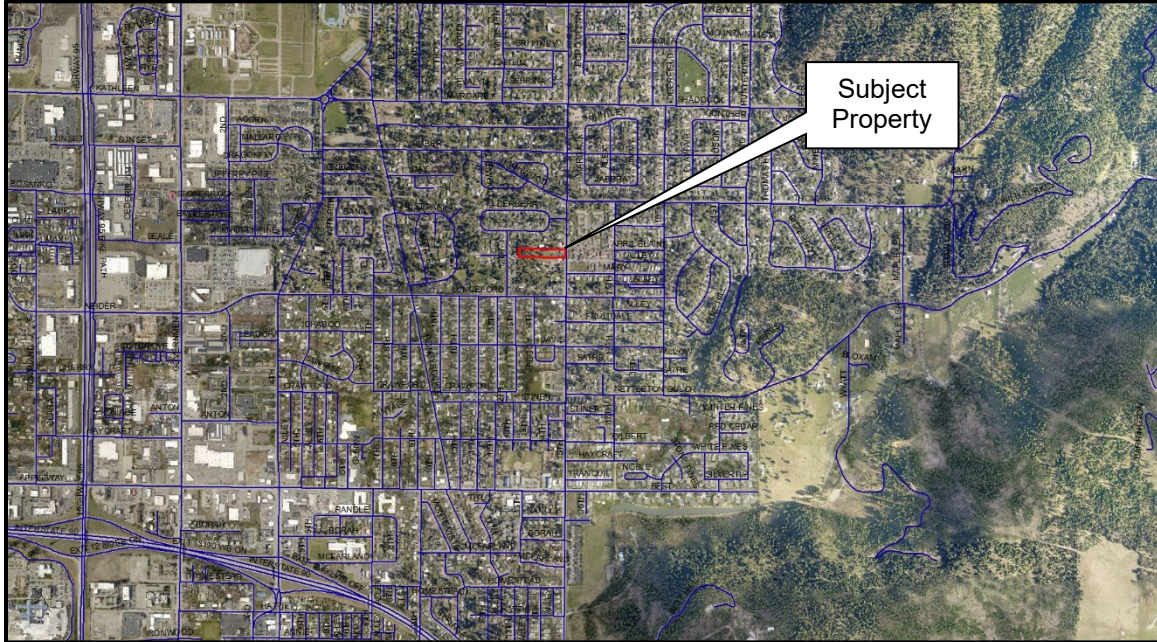
Currently the subject property is located in the unincorporated area of the county and consists of one parcel that has a single-family dwelling located on it. The subject site is 1.74 acres in area and is relatively flat. The site is adjacent to the city limits along its south and west property line. The property is currently zoned Agricultural-Suburban in the county. As part of the annexation request, the applicant is proposing the R-12 zoning district be applied to the subject site. The subject site is located within the City's Area of City Impact (ACI) (see map on page 7).

The City Council approved an annexation in 2022 on the property that is located adjacent and directly to the south of the subject site in item A-3-22. In 2022, the Planning Commission approved a Planned Unit Development (PUD) on the property that is located adjacent and directly to the south of the subject site in item PUD-4-22, known as Birkdale Commons.

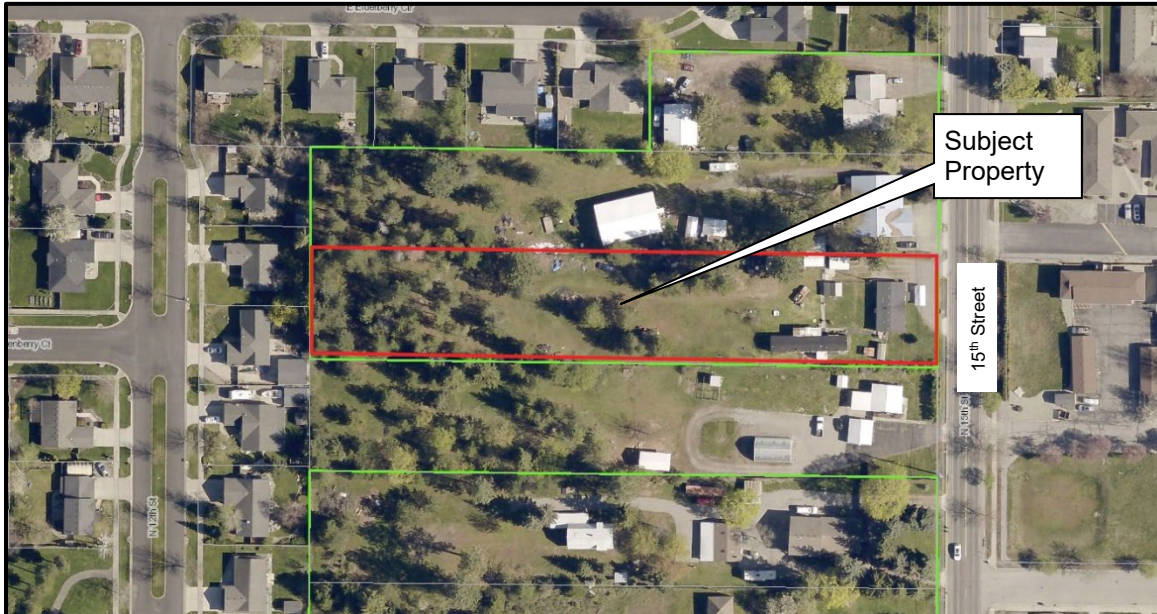
On November 14, 2023, the Planning Commission approved a PUD and Subdivision, known as Birkdale Commons North on the subject site, contingent upon the annexation being approved. The applicant has indicated that both properties will be developed as one and will have only one access off of 15th Street.

The applicant has submitted an Annexation Map (see page 4) and a narrative as part of this request. See the attached narrative by the applicant at the end of this report for a complete overview of their annexation request.

PROPERTY LOCATION MAP:



AERIAL PHOTO:



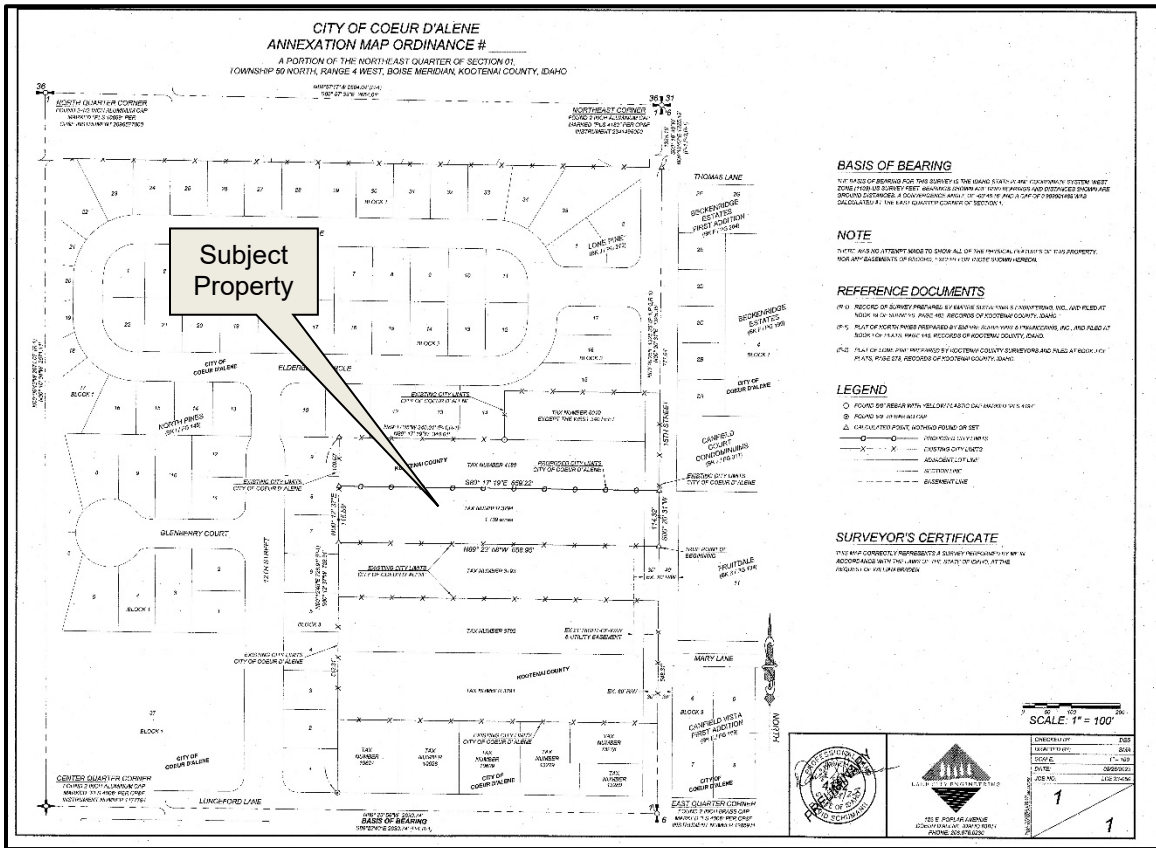
BIRDS EYE AERIAL: Looking west



BIRDS EYE AERIAL: Looking north



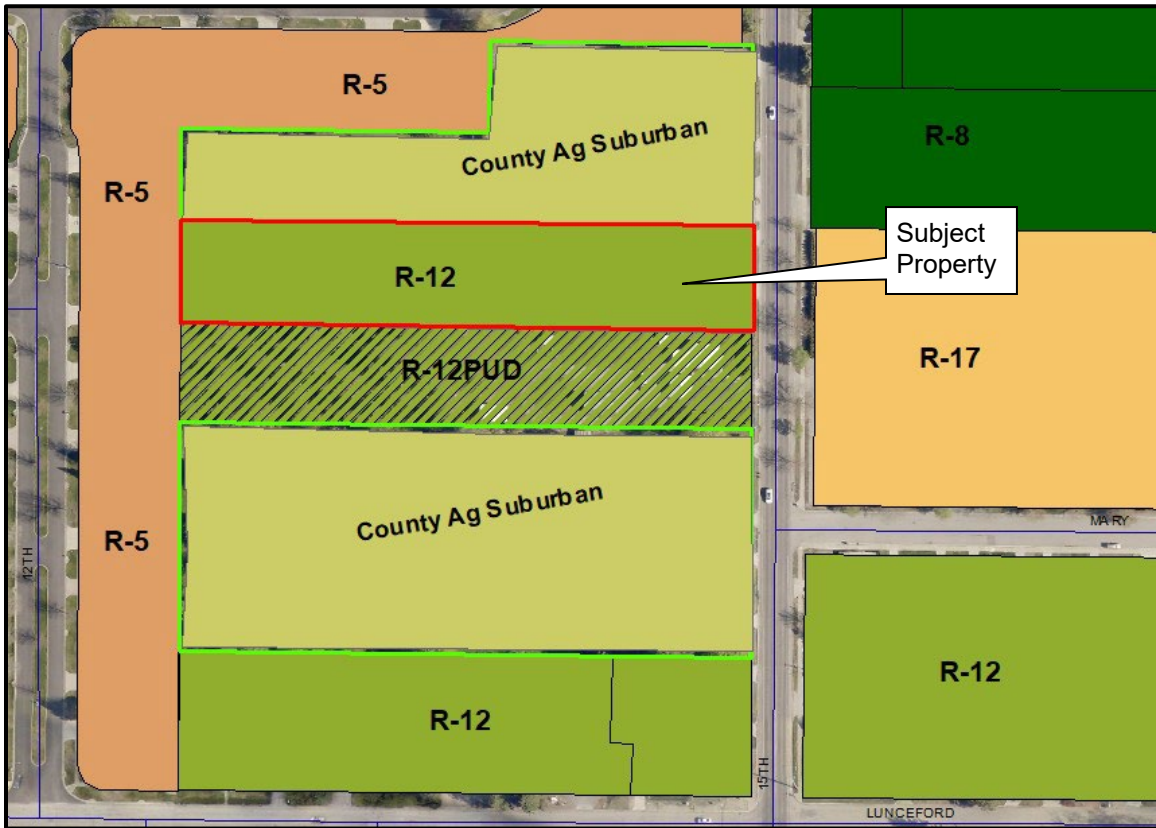
ANNEXATION MAP:



EXISTING ZONING MAP: County Zoning Districts



PROPOSED ZONING MAP:



The proposed R-12 zoning district is consistent with the existing residential zoning of the surrounding properties in the vicinity of the subject property. Approval of the requested R-12 zoning would allow the following potential uses of the property.

Proposed 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.

A-3-22 ANNEXATION FINDINGS:

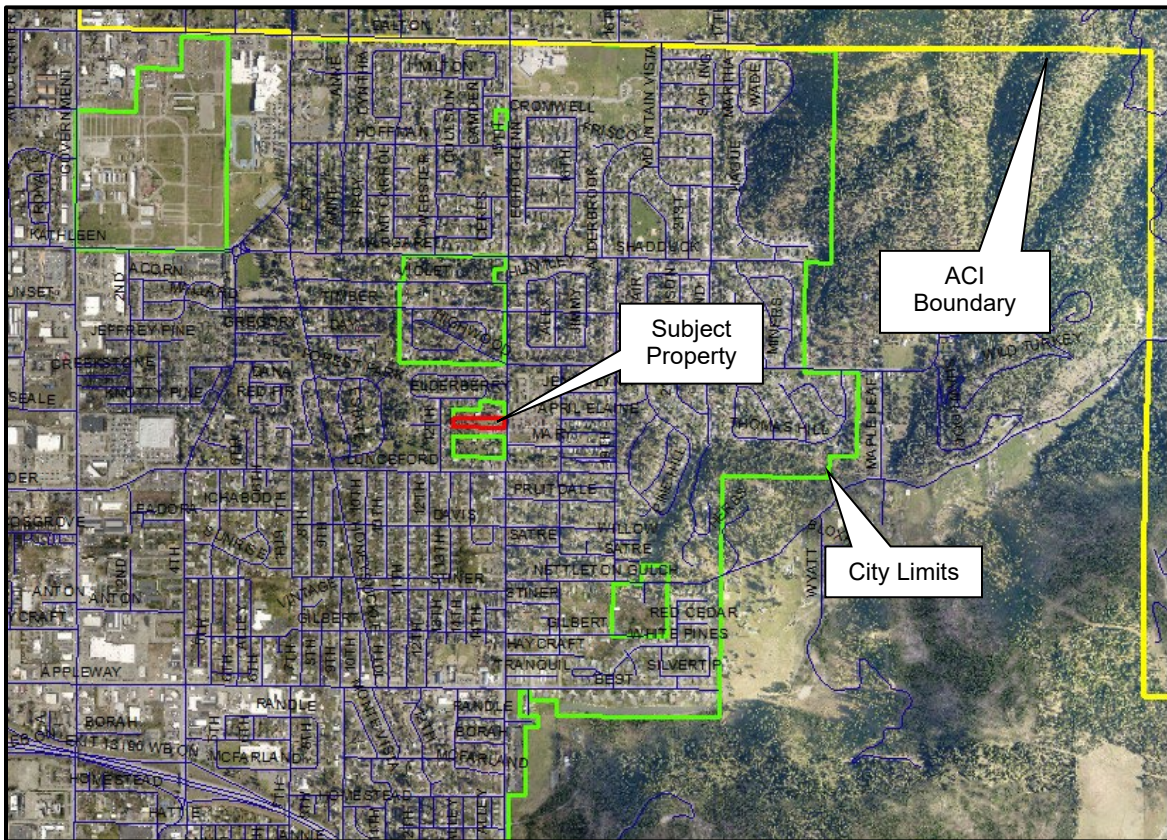
REQUIRED FINDINGS FOR ANNEXATION:

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

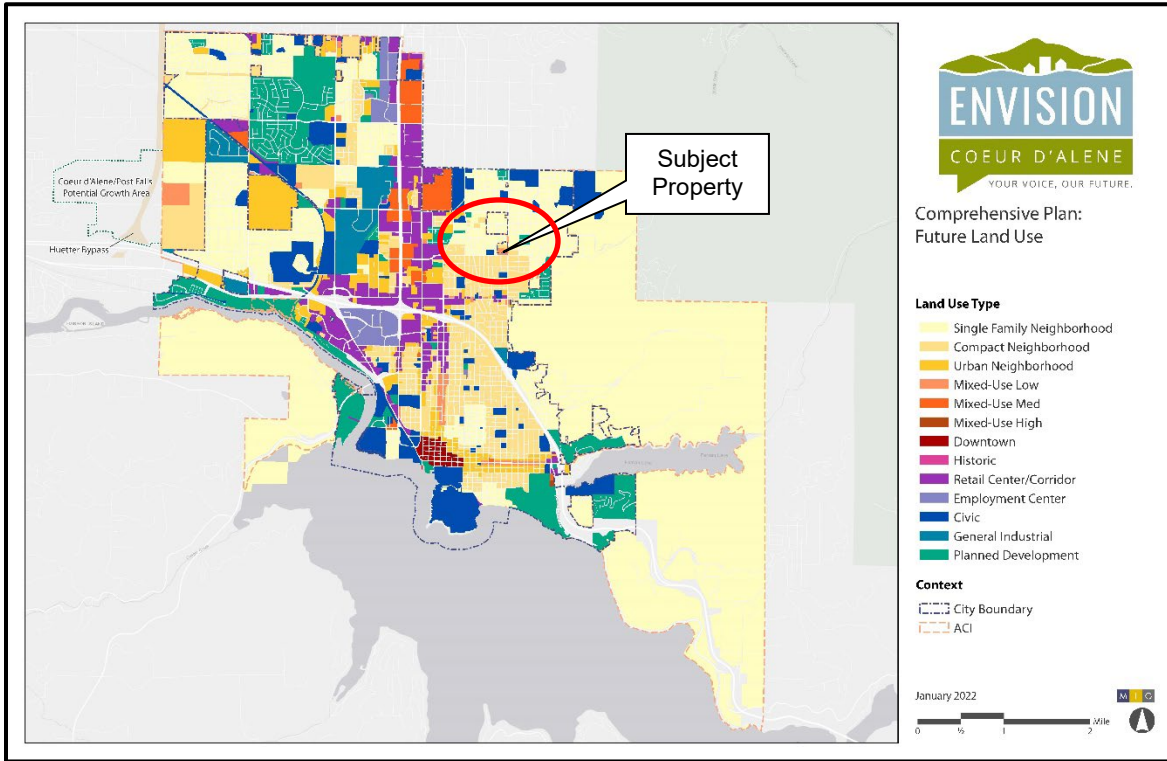
2042 COMPREHENSIVE PLAN LAND USE:

- The subject property is not within the existing city limits.
- The subject site lies within the City's Area of City Impact.
- The City's Comprehensive Plan designates the subject property the Compact Neighborhood place type.

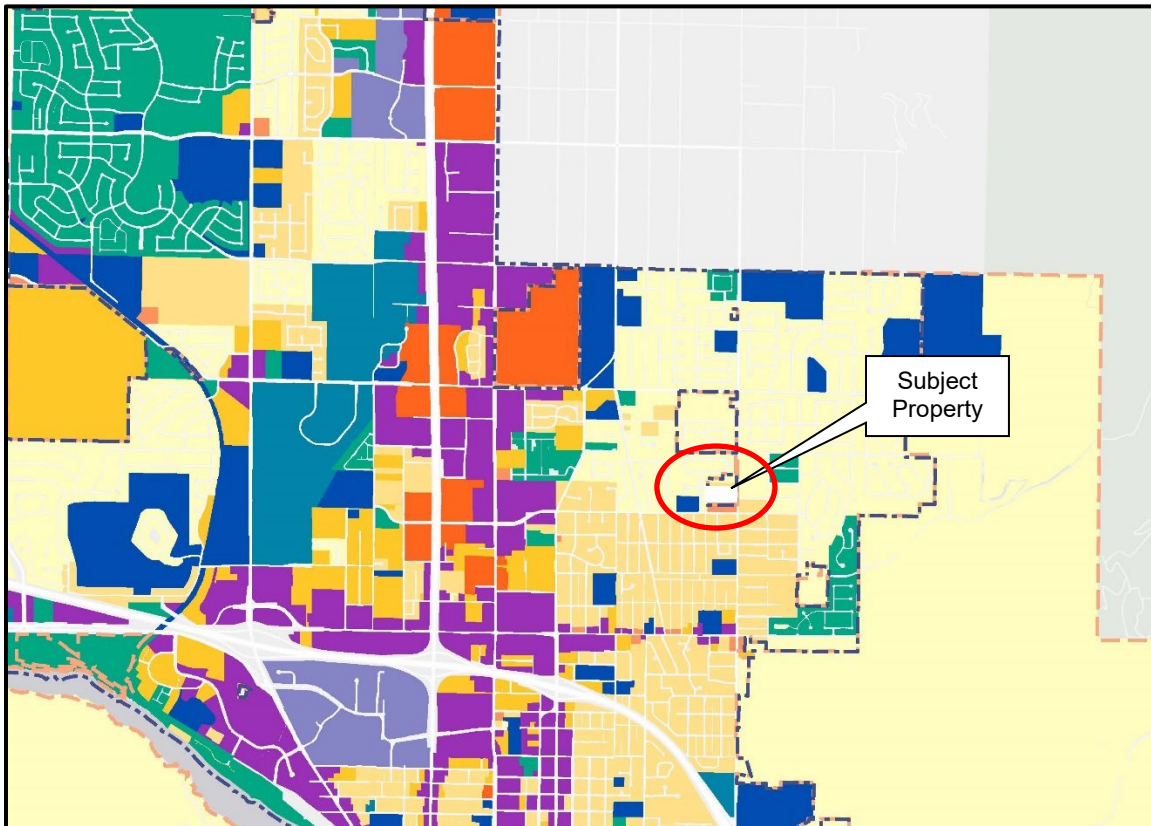
AREA OF CITY IMPACT MAP:



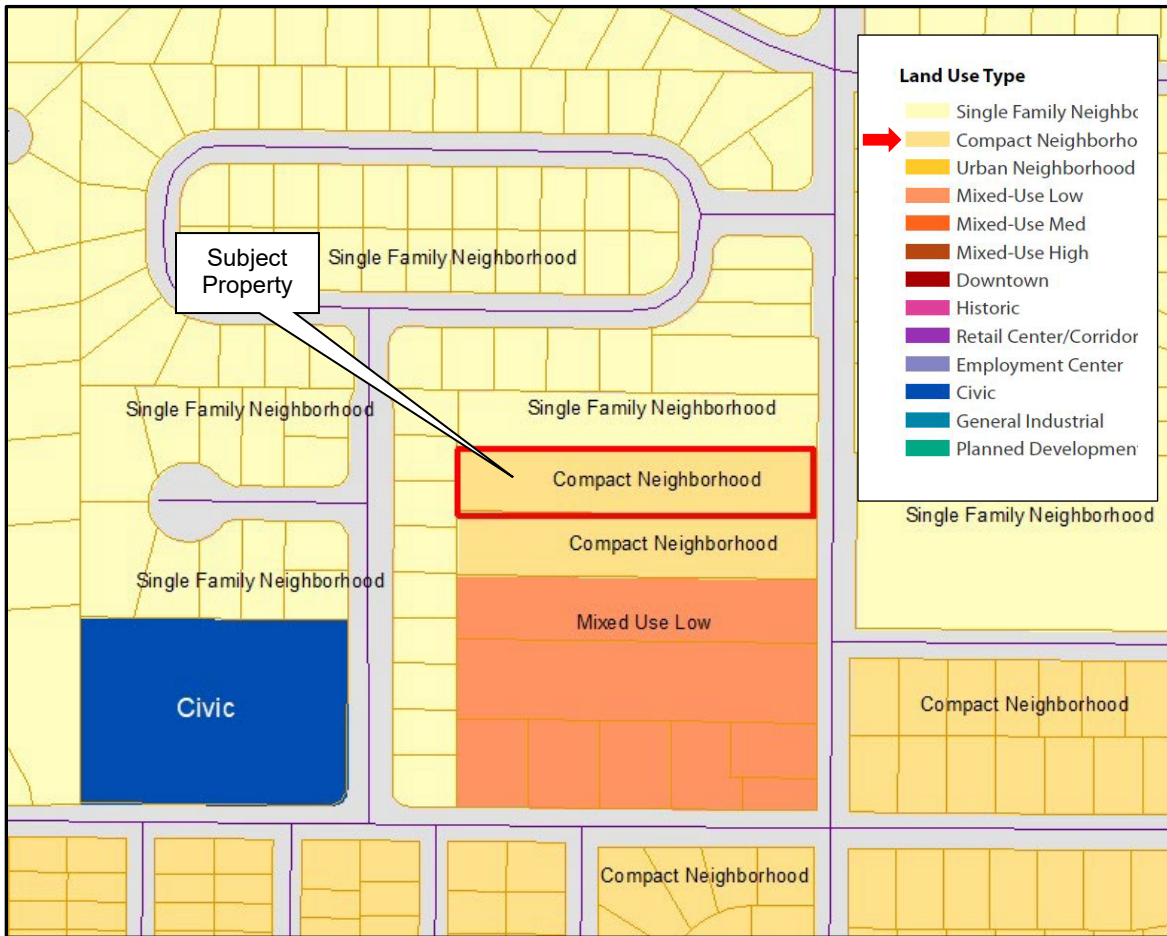
2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP: Site Location



The subject site lies within the Compact Neighborhood place type as designation in the 2042 Comprehensive Plan.

2042 Comprehensive Plan Place Types:

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

Place Type: Compact Neighborhood

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d’Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

Compatible Zoning Districts within the “Compact Neighborhood” Place Type:

- R-12, R-17, MH-8, NC and CC Zoning Districts.

Key Characteristics of “Compact Neighborhood” Place Type:

Compact Neighborhood



Key Characteristics

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d’Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically **single-family, duplexes**, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

Transportation

- Gridded street pattern with pedestrian and bicycle facilities

Typical Uses

- Primary: **Single and mixed residential**
- Secondary: Neighborhood parks and recreation facilities, parking

Building Types

- **Single-family, duplexes**, triplexes, four-plexes, townhomes, green courts, and auto-courts

Compatible Zoning

- **R-12** and R-17; MH-8; NC and CC



2042 Comprehensive Goals and Objectives that apply:

Community & Identity

Goal CI 1

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

OBJECTIVE CI 1.1

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

Goal CI 3

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

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Environment & Recreation

Goal ER 1

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

OBJECTIVE ER 2.3

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

Growth & Development

Goal GD 1

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

OBJECTIVE GD 1.1

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

OBJECTIVE GD 1.3

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

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

OBJECTIVE GD 2.2

Ensure that City and technology services meet the needs of the community.

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

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

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. Per City code, 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.

STREETS:

The site has frontage on 15th Street. All necessary improvements to the frontages, including the required addition of sidewalk and stormwater swales, will be addressed during construction. Ten feet of right-of-way along 15th Street shall be deeded to the City. Access shall be through the access approved for the Birkdale Commons to the south. As stated in the comments for Birkdale Commons, the narrow street, lack of on-street parking, limited snow storage areas, and long drainage route (which equals deeper flow) for stormwater are expected to cause complaints for future residents. This project presents an opportunity to address those concerns.

-Submitted by Chris Bosley, City Engineer

WATER

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. Services currently exist to 3549 N 15th Street. Any proposed density increase for development of the parcel may require extension of the public water utilities at the owner/developer's expense.

-Submitted by Kyle Marine, Water Department Director

SEWER:

The nearest public sanitary sewer is located in 15th Street to the east of subject property. At no cost to the City, a sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits. 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

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 objection to the proposed annexation and development.

-Submitted by Bobby Gonder, Deputy Fire Marshal

POLICE:

The Police Department does not have an issue with the annexation.

-Submitted by Jeff Walther, Police Captain

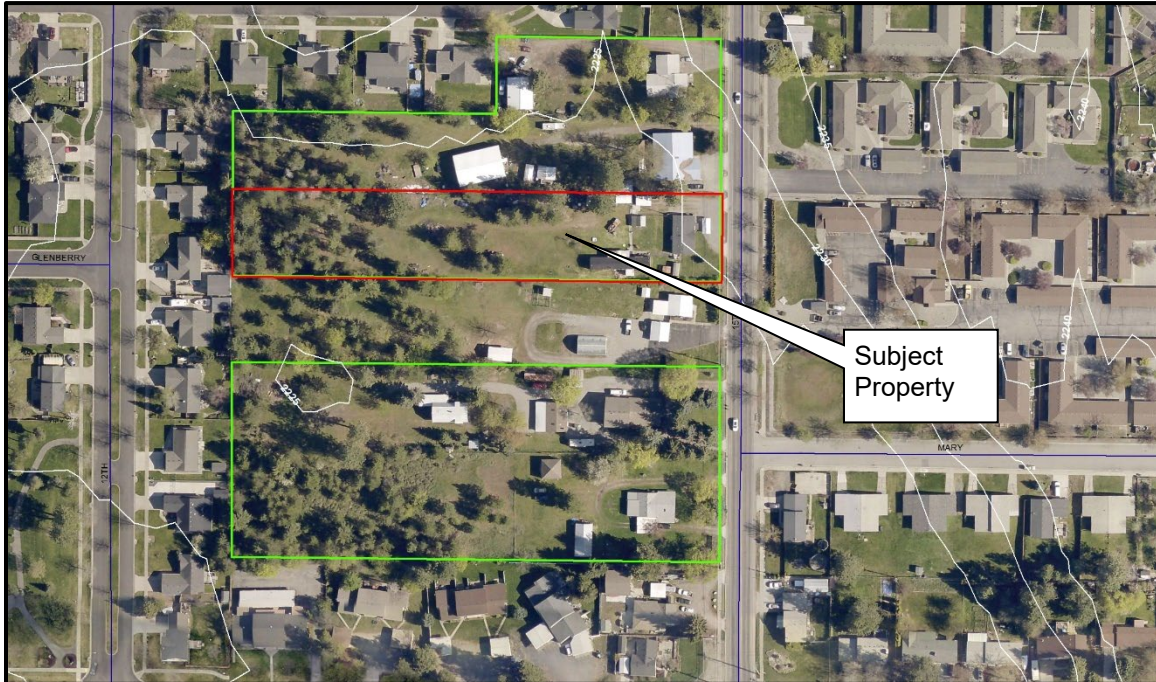
Evaluation: *City Council will need to determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

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 is general flat and has a slight slope to the southwest to the south. (See topography map below). There is a single-family dwelling located on the eastern portion of the site. The western portion of the site is vacant of buildings and is in a natural state with grass and trees located on it. Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from the east part of property looking south on 15th Street.



SITE PHOTO - 2: View from 15th Street looking west.



SITE PHOTO - 3: View from the driveway of property looking west.



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



SITE PHOTO - 5: View from the east part of property looking north on 15th Street.



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 subject property is bordered by 15th Street to the east which is a major collector street. Using the same land use code used in the traffic estimation for Birkdale Commons (Land Use Code 231 – Low-Rise Residential Condominium/Townhouse from the ITE Trip Generation Manual), traffic from the proposed 11 additional residential units is estimated to generate approximately 7 additional trips in the AM peak hour and 9 additional trips in the PM peak hour. Combined with the previously approved Birkdale Commons, the total traffic is expected to be approximately 20 trips in the AM Peak Hour and 23 trips in the PM Peak Hour. 2018 traffic counts indicate 15th Street experiences an average of 770 PM peak hour trips. Left turns into and out of the proposed development may experience delays during peak traffic hours, but a left turn lane is envisioned for 15th Street when traffic volumes warrant it.

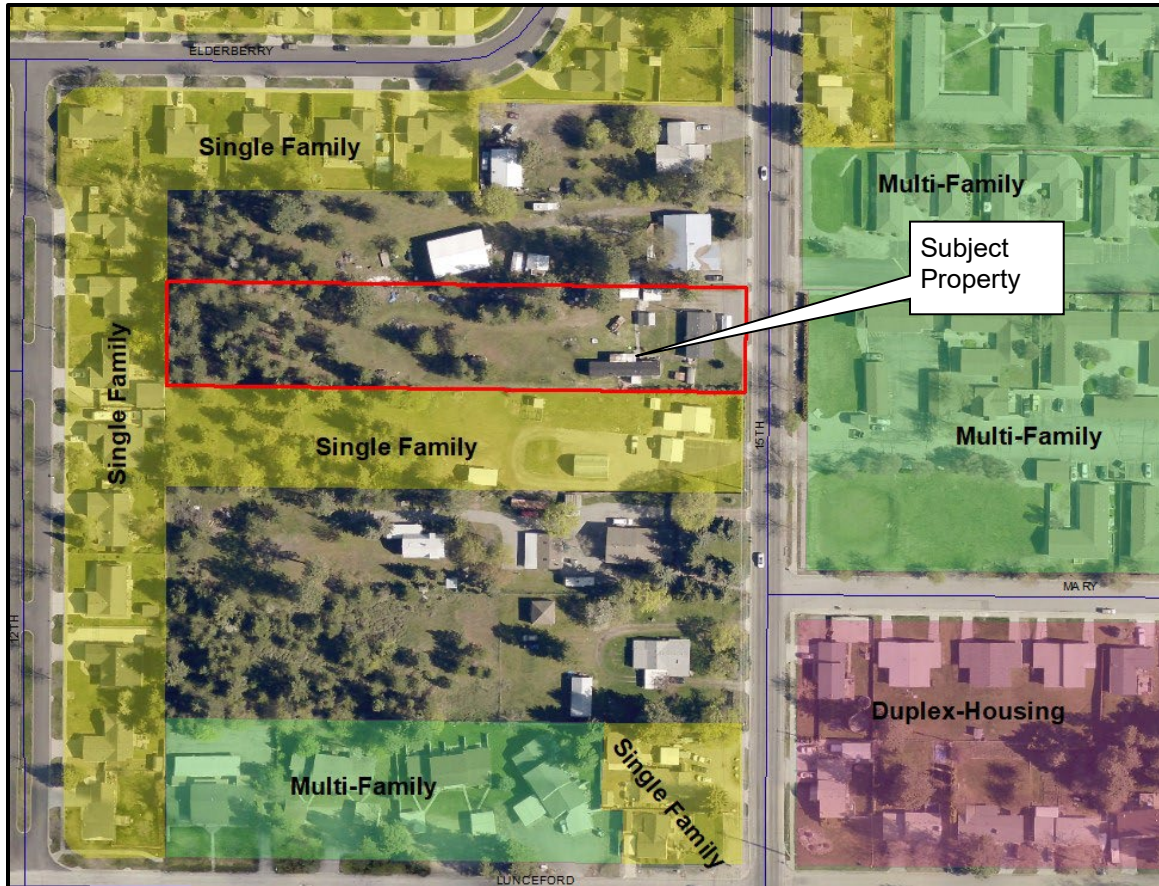
This proposal addresses the Streets and Engineering Department's previous concern with Birkdale Commons that if each of the comparable, neighboring lots are developed similar to Birkdale Commons, traffic would be impacted by a series of five closely spaced intersections serving dead-end streets.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

The neighborhood is predominantly single family. To the east, across 15th Street there is a multi-family apartment complex along with some duplex housing units. The surrounding properties to the north, east, south, and west have residential uses located on them (See existing land use map located below).

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:

2042 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2018 Coeur d'Alene Trails Master Plan

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional service will have cap fees due at building perming
3. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
4. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
5. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
6. The existing home on this parcel must connect to City sewer and pay appropriate sewer cap fees.
7. Ten feet (10') of right-of-way shall be dedicated to the City for improvements to 15th Street.

ACTION ALTERNATIVES:

City Council will need to consider this annexation request and R-12 zoning and make findings to approve, deny or deny without prejudice.

An annexation agreement has been drafted and City Council will act on that request separately.

Attachments:

Applicant's Application and Narrative
Planning Commission Findings



ANNEXATION APPLICATION

STAFF USE ONLY
Date Submitted: 8-30-23 Received by: ss Fee paid: _____ Project A-1-23

REQUIRED SUBMITTALS

Application Fee: \$ 2,000.00
Publication Fee: \$300.00
Mailing Fee: \$6.00 per hearing

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

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

- Completed application form**
- Application, Publication, and Mailing Fees**
- Map:** Conforming to State of Idaho requirements (see attached example), and legal description of the property for which annexation is requested. Once approved by the City Surveyor, and City Council approval of the annexation, two (2) additional copies will be required. The map may be drawn from record information (existing plats/survey). If in the opinion of the City Surveyor, the record information is not adequate, a new record of survey may be required. **(*the record of survey must show bearings and distances for the exterior boundaries, the existing city limits, the proposed city limits, and a narrative description of the property boundaries taken from the Record of Survey).**
- Letter:** Addressed to the Mayor and City Council stating that you are requesting annexation into the City of Coeur d'Alene, and that you understand there are annexation fees and an annexation agreement that will be negotiated. ****Please note that a mutually acceptable annexation agreement must be negotiated and executed within six (6) months from the date of City Council approval of the zoning designation, or any previous approvals will be null and void.**
- A report(s) by an Idaho licensed Title Company:** Owner's list and three (3) sets of mailing labels with the owner's addresses prepared by a title company, using the last known name/address from the latest tax roll of the County records. This shall include the following:
 1. All property owners within 300ft of the external boundaries. *** Non-owners list no longer required***
 2. All property owners with the property boundaries.
- A report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company and a copy of the tax map showing the 300ft mailing boundary around the subject property. The report(s) shall be a full Title Report and include the Listing Packet.
- A written narrative:** Including zoning, how proposal relates to the 2007 Comprehensive Plan Category, Neighborhood Area, applicable Special Areas and appropriate Goals and Policies, and how they support your request.
- A legal description:** in MS Word compatible format, together with a meets and bounds map stamped by a licensed Surveyor.
- A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.
- Record of Survey:** showing bearings/distances for the exterior boundaries including any linkages needed for contiguity. The existing city limits, the proposed city limits, city limits of nearby cities, when appropriate and a narrative description of the property boundaries taken for the Record of Survey.

DEADLINE FOR SUBMITTALS

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

PUBLIC HEARING NOTICE SIGN TO BE POSTED ON SUBJECT PROPERTY:

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

APPLICATION INFORMATION

PROPERTY OWNER: Sandra K. Braden & William Lee Braden		
MAILING ADDRESS: 3549 N. 15th Street		
CITY: Coeur d'Alene	STATE: ID	ZIP: 83815
PHONE: (208) 664-6364	FAX:	EMAIL:
APPLICANT OR CONSULTANT: Lake City Engineering, Inc.		STATUS: <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> OTHER
MAILING ADDRESS: 126 E. Poplar Avenue		
CITY: Coeur d'Alene	STATE: ID	ZIP: 83814
PHONE: (208) 676-0230	FAX:	EMAIL: admin@lakecityengineering.com

FILING CAPACITY

- Recorded property owner as to of _____
- Purchasing (under contract) as of _____
- The Lessee/Renter as of _____
- Authorized agent of any of the foregoing, duly authorized in writing. (*Written authorization must be attached*)

SITE INFORMATION:

PROPERTY LOCATION OR ADDRESS OF PROPERTY: 3549 N. 15th Street
EXISTING ZONING (CHECK ALL THAT APPLY): Ag. Zone <input type="checkbox"/> AS <input checked="" type="checkbox"/> RR <input type="checkbox"/> C <input type="checkbox"/> LI <input type="checkbox"/> I <input type="checkbox"/> M <input type="checkbox"/> R <input type="checkbox"/> HDR <input type="checkbox"/>
PROPOSED CITY ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input checked="" type="checkbox"/> R-17 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input type="checkbox"/> C-1 <input type="checkbox"/> C-17 <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>

TAX PARCEL #: Tax #3794	EXISTING ZONING: Ag-Suburban	ADJACENT ZONING: R-5, R-12, R-17
GROSS AREA/ACRES: 1.74 Acres	CURRENT LAND USE: Residential	ADJACENT LAND USE: Residential
DESCRIPTION OF PROJECT/REASON FOR REQUEST:		
PUD and Subdivision for 6 Residential lots and dedicated open space (existing private road)		

COMPREHENSIVE PLAN DESIGNATIONS:


PROPERTY NOT CURRENTLY LOCATED WITHIN THE CITY PLANNING AREA MUST RECEIVE A 2007 COMPREHENSIVE PLAN DESIGNATION ALONG WITH THE NEW ZONING CLASSIFICATION.
CITY COMPREHENSIVE PLAN CATEGORY (PAGE 39): Stable Established
NEIGHBORHOOD AREA (PAGES 40-71): NE Prairie
SPECIAL AREAS (PAGES 24-36) N/A

Note: The 2007 Comprehensive Plan is available <http://cdaid.org/files/Planning/2007complan.pdf>

CERTIFICATION OF APPLICANT:

I, Drew C. Dittman, PE, being duly sworn, attests that he/she is the applicant of this
(Insert name of applicant)

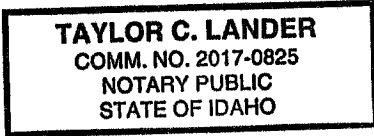
request and knows the contents thereof to be true to his/her knowledge.

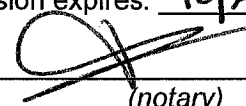
Signed: 
(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this 24th day of August, 2023.

Notary Public for Idaho Residing at: Kootenai County




My commission expires: 10/27/2023
Signed: 
(notary)

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD:

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

Name: William Braden Telephone No.: (208) 664-6364

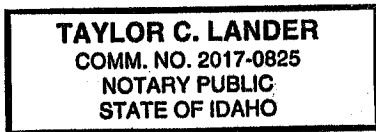
Address: 3549 N. 15th Street, Coeur d'Alene, ID 83815

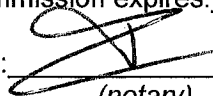
Signed by Owner: 

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 30 day of August, 2023

Notary Public for Idaho Residing at: Kootenai County



My commission expires: 10/27/2023
Signed: 
(notary)

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

CERTIFICATION OF APPLICANT:

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

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

Signed: _____

(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this _____ day of _____, 20____.

Notary Public for Idaho Residing at: _____

My commission expires: _____

Signed: _____

(notary)

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD:

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

Name: Sandra K. Braden Telephone No.: _____

Address: 3549 N. 15th Street, Coeur d'Alene, ID 83815

Signed by Owner: Sandra Braden

Notary to complete this section for all owners of record:

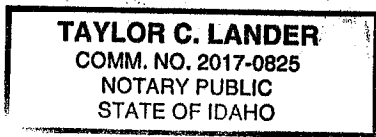
Subscribed and sworn to me before this 30 day of August, 2023.

Notary Public for Idaho Residing at: Kootenai County

My commission expires: 10/27/2023

Signed: _____

(notary)



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

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

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

DATED THIS 24TH DAY OF August 2023
[Signature]

NOTIFICATION OF ADDITIONAL FEES:

The cost to prepare certain documents necessary to obtain annexation approval and the actual cost of the land surveyor's review of the legal description and map will be billed to the applicant/owner.

The legal preparation fee for Annexation Agreement will be \$800.00 minimum charge or actual labor costs, whichever is greater.

An annexation fee will be negotiated as part of the Annexation Agreement – the fee is based on \$750.00/dwelling unit or equivalency.

EXHIBIT A

Annexation Description

A parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the East Quarter corner of said Section 1, being a 2 inch brass cap marked "LS 4006" per CP&F instrument number 1285911, Records of Kootenai County, from which the Center Quarter corner bears North 89°23'58" West 2630.74 feet; thence along the East line of the Northeast Quarter of said Section 1, North 00°20'31" East 548.31 feet to a point on the City of Coeur d'Alene City Limits, said point also being the **True Point of Beginning**;

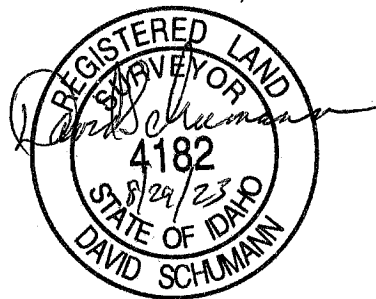
thence along said City of Coeur d'Alene City Limits, North 89°23'58" West 658.95 feet to a point on the East line of Block 3 of the plat of North Pines filed in Book I of Plats at Page 145, Records of Kootenai County and said City of Coeur d'Alene City Limits;

thence along the East line of Block 3 of said plat of North Pines and the City of Coeur d'Alene City Limits, North 00°12'37" East 115.59 feet;

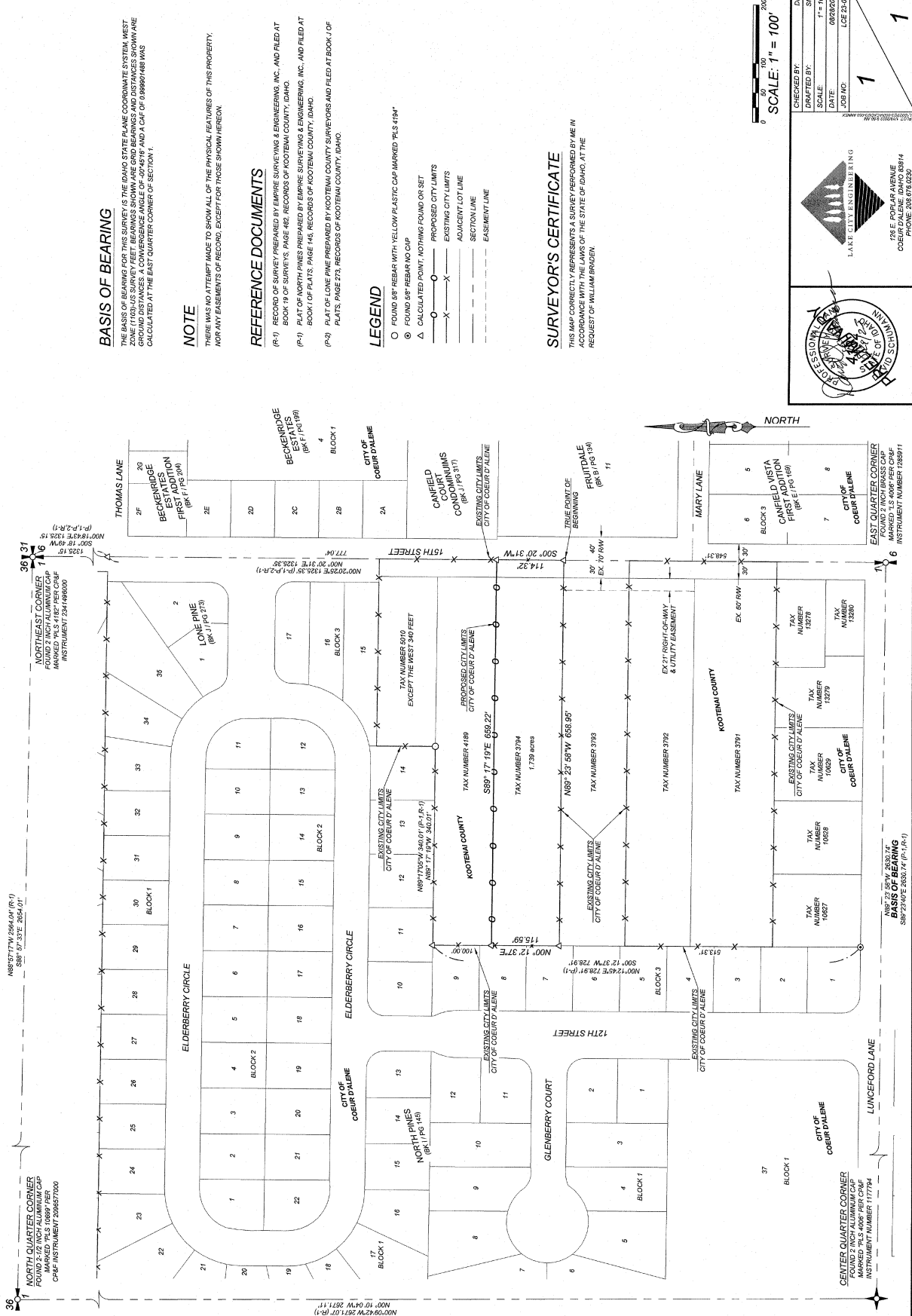
thence leaving the East line of said Block 3 and said City of Coeur d'Alene City Limits, South 89°17'19" East 659.22 feet to said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter of Section 1;

thence along said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter, South 00°20'31" West 114.32 feet to the **True Point of Beginning**;

said parcel containing 1.739 acres of land, more or less.



CITY OF COEUR D'ALENE
ANNEXATION MAP ORDINANCE #
 A PORTION OF THE NORTHEAST QUARTER OF SECTION 01,
 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM WEST 1000.00 US SURVEY FEET BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GRID DISTANCES. THE BEARINGS AND DISTANCES OF THE CORNERS AND POINTS ARE CALCULATED AT THE EAST QUARTER CORNER OF SECTION 1.

NOTE

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

REFERENCE DOCUMENTS

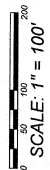
- (P-1) RECORD OF SURVEY PREPARED BY FURBER SURVEYING & ENGINEERING, INC. AND FILED AT BOOK 19 OF SURVEYS PAGE 469, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF NORTH PINES PREPARED BY SURBER SURVEYING & ENGINEERING, INC. AND FILED AT BOOK 10 OF PLATS PAGE 144, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF LONE PINE PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK J OF PLATS PAGE 273, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "S 4194"
- ⊙ FOUND 5/8" REBAR NO CAP
- △ CALCULATED POINT, NOTHING FOUND OR SET
- X — X — PROPOSED CITY LIMITS
- — — — — EXISTING CITY LIMITS
- — — — — ADJACENT LOT LINE
- — — — — SECTION LINE
- — — — — EASEMENT LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE REQUEST OF WILLIAM BRADEN.



CHECKED BY:	DES
DRAWN BY:	SMA
SCALE:	1" = 100'
DATE:	08/29/2023
JOB NO.:	LCE 23-050



116 E. JAY AVENUE
 COEUR D'ALENE, IDAHO 83814
 PHONE 208.676.0230



15th STREET INVESTMENTS, LLC

ANNEXATION

PROJECT NARRATIVE

Coeur d'Alene, Idaho

August 28, 2023



*126 E. Poplar Avenue
Coeur d'Alene, Idaho 83814
Phone: 208-676-0230*

INTRODUCTION

This request is for the annexation of approximately 1.74 acres into the City of Coeur d'Alene. The subject property is located approximately 0.1 miles North of the intersection of Lunceford Lane and 15th Street, on the West side.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel #:	50N04W-01-2260
Annexation Area:	1.74 acres (a ptn of the entire parcel)
Current Zoning:	Ag-Suburban (County)
Proposed Zoning:	R-12 Residential
Legal Description:	Tax #3794

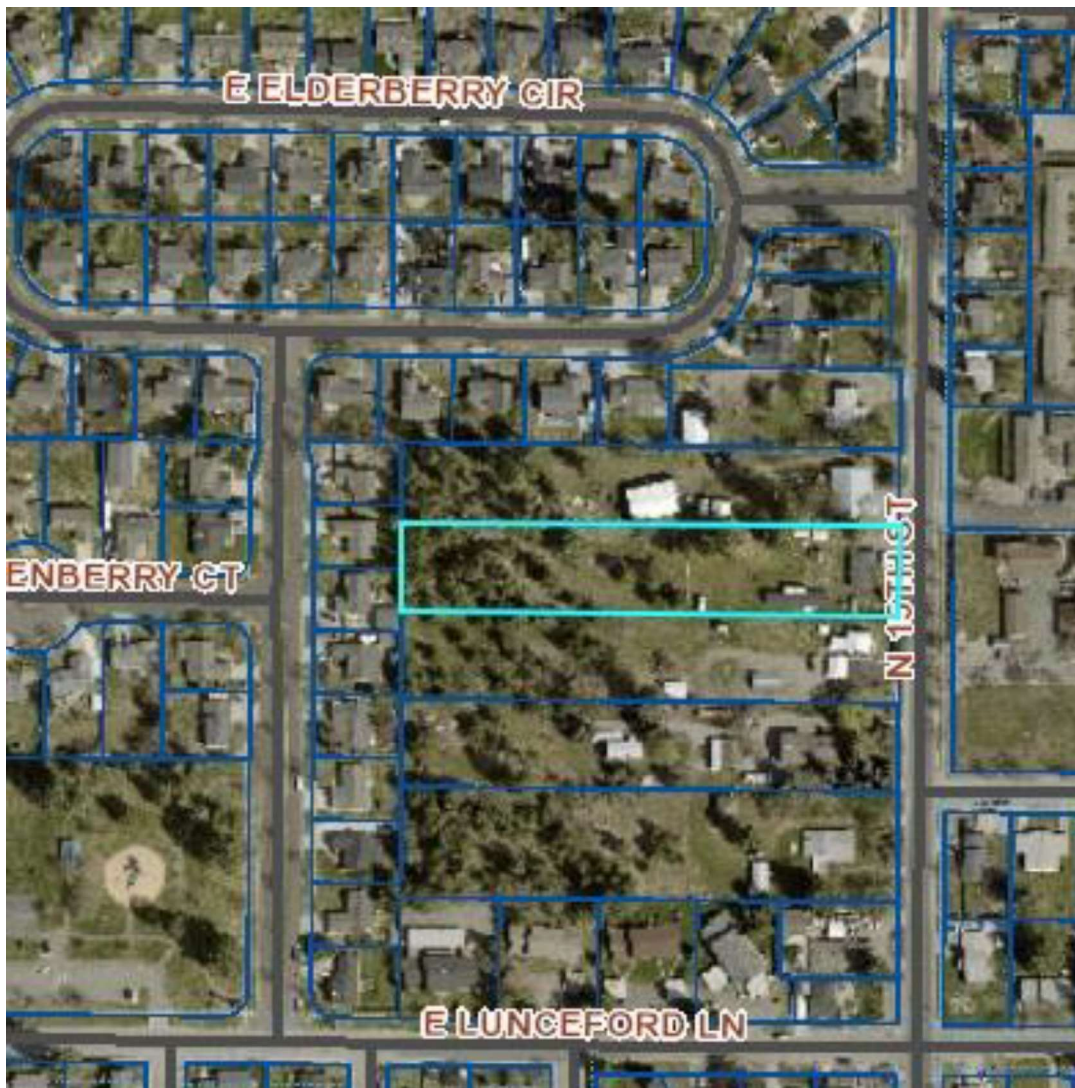


Figure 1: Vicinity Map

PRE-DEVELOPMENT CONDITIONS

The subject parcel currently contains a residence and several outbuildings on the eastern third of the property, which will be contained within a separate lot during platting and will not be a part of the proposed PUD. The remainder of the parcel is proposed to be subdivided into 6 residential lots that will mirror those of the Birkdale Commons Subdivision, which is planned for the parcel directly to the South.

A single access point off 15th Street is already approved for entry into the Birkdale Commons Subdivision, which will also serve the area being represented in this current annexation request. Frontage improvements on 15th Street, including sidewalks, swales and curb & gutter, will be completed in conjunction with the subdivision improvements.

Figure 2 below shows the current site conditions.

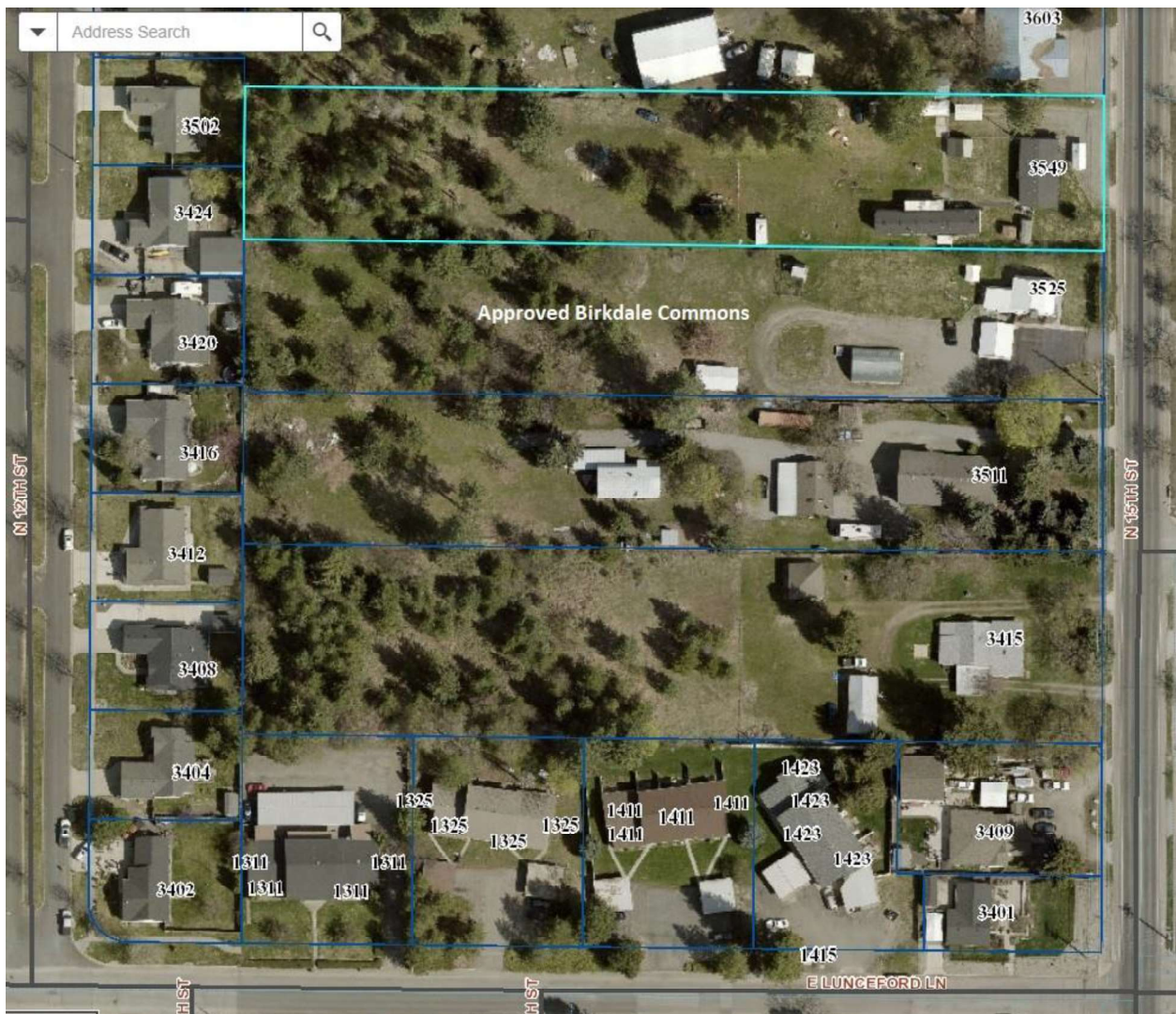


Figure 2: Existing Site Conditions

ZONING CLASSIFICATION

The property is currently zoned Ag-Suburban in Kootenai County. It is bounded on the North by County-zoned Ag-Suburban property. Adjacent to the South lies the newly annexed and approved Birkdale Commons Subdivision. Across 15th Street to the East lies property that is zoned R-17 (Mixed-Use Low per the new *Comprehensive Plan* adopted in February 2022) and to the West the properties are zoned R-5 (Single Family Neighborhood per the new *Comprehensive Plan*). Further South and skipping over two County-zoned Ag-Suburban properties lies residential property that is zoned R-12 (Mixed-Use Low per the new *Comprehensive Plan*). Figure 3 below shows the proposed zoning.



Figure 3: Proposed Zoning

The *City of Coeur d'Alene 2007 Comprehensive Plan* designated the subject property as Stable Established within the NE Prairie area. The new *Land Use and Design* document associated with

the *Envision Coeur d'Alene Comprehensive Plan 2022-2042* designates this property as Compact Neighborhood. The project proponent is considering a zoning classification of R-12 to match that of the adjacent Birkdale Commons and to conform with the surrounding land uses. The surrounding nearby low-density residential uses make the proposed annexation appropriate for the subject property. The annexation will allow for the development of residential lots that will provide additional housing options for existing and incoming residents to the City of Coeur d'Alene.

COMPREHENSIVE PLAN ANALYSIS

The *Envision Coeur d'Alene Comprehensive Plan 2022-2042*, is now the guiding document for the annexation and zoning classification requests. It is important that land use decisions meet, or exceed, the goals, objectives and actions as outlined in this Comprehensive Plan. The subject property is designated as Compact Neighborhood. The project proponent believes that the following goals and objectives (shown in *italics*) as outlined in the Comprehensive Plan's *Policy Framework* and *Land Use and Design* documents, are applicable to the requested annexation and zone classification. Additional commentary is located below each objective as appropriate.

Growth and Development

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

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

This project is considered in-fill and is located in one of the few remaining County-zoned areas on the East side of Coeur d'Alene. The proposed zoning for this project will provide additional residential housing for the growing community that meshes well with the existing adjacent product types and price points, without creating a noticeable increase in traffic or an impact on the surrounding property owners.

Objective GD 1.5 Recognize neighborhood and district identities.

The new residential lots proposed in this project will align with the Compact Neighborhood place type described in the *Envision Coeur d'Alene Land Use and Design* document. This project is located in an older section of the City and is just East of the established North Pines Park on the corner of 12th Street and Lunceford Avenue. The interior of the subdivision will contain sidewalks and street trees that will contribute to the neighborhood feel of the project.

Community and Identity

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

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

The development of this land according to the proposed R-12 zoning classification will provide the City with much needed workforce and attainable housing options, and will fit seamlessly across from the existing Birkdale Commons Subdivision. Residents of this new neighborhood will enjoy the benefits of a quiet, dead-end private street with easy access to 15th Street and the surrounding neighborhoods.

Environment and Recreation

Goal ER 3 Protect and improve the urban forest while maintaining defensible spaces that reduces the potential for forest fire.

Objective ER 3.1 Preserve and expand the number of street trees within city right-of-way.

As part of the development process for this project, street trees will be planted in the front of each lot, providing residents with shade, beautification, and a quaint, neighborhood feel.

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

August 23, 2023

ATTN: Mayor Jim Hammond

**RE: Annexation of approximately 1.74 acres – 3549 N. 15th Street
Parcel #: 50N04W-01-2260**



Dear Honorable Mayor Hammond and City Council Members:

The purpose of this letter is to formally request that the City of Coeur d'Alene consider the annexation of approximately 1.74 acres of property located at 3549 N. 15th Street. This property is situated in a County island in the eastern central part of the Coeur d'Alene City Limits and would be considered an infill annexation.

The project proponent has intentions of developing it as a residential project and is requesting a zoning designation of R-12. Lake City Engineering, Inc. has been retained by the project proponent to help with these endeavors. Existing utilities and infrastructure are currently within reasonable proximity of the parcel and are readily available to serve any future development as needed.

We understand that there are applicable Annexation Fees and that an Annexation Agreement will need to be negotiated and mutually agreed upon by the City and developer within 6 months of the date of the City Council approval of the zoning designations or any previous approvals will be null and void.

Attached and submitted with this letter is a complete Annexation Application along with the required submittals and associated application fees. We respectfully request that you consider this annexation request as having a positive impact on the City of Coeur d'Alene, one that is in conformance with the goals and policies of the City of Coeur d'Alene Comprehensive Plan. Thank you for your time and consideration in this matter.

Best regards,

A handwritten signature in blue ink, appearing to read "D.C. Dittman", with a horizontal line extending to the right.

Drew C. Dittman, PE
Principal

Name : Annexation Boundary

North: 2204624.8683' East: 2374776.3236'

Segment #1 : Line

Course: North 89°23'58" West Length: 658.945'

North: 2204631.7750' East: 2374117.4148'

Segment #2 : Line

Course: North 00°12'37" East Length: 115.595'

North: 2204747.3692' East: 2374117.8390'

Segment #3 : Line

Course: South 89°17'19" East Length: 659.218'

North: 2204739.1845' East: 2374777.0062'

Segment #4 : Line

Course: South 00°20'31" West Length: 114.318'

North: 2204624.8686' East: 2374776.3240'

Perimeter: 1548.076' Area: 75763.98 Sq. Ft.

Error Closure: 0.0005 Course: North 52°32'45" East

Error North: 0.00028 East: 0.00037

Precision 1: 3096152.000

EXHIBIT A

Annexation Description

A parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the East Quarter corner of said Section 1, being a 2 inch brass cap marked "LS 4006" per CP&F instrument number 1285911, Records of Kootenai County, from which the Center Quarter corner bears North 89°23'58" West 2630.74 feet; thence along the East line of the Northeast Quarter of said Section 1, North 00°20'31" East 548.31 feet to a point on the City of Coeur d'Alene City Limits, said point also being the **True Point of Beginning**;

thence along said City of Coeur d'Alene City Limits, North 89°23'58" West 658.95 feet to a point on the East line of Block 3 of the plat of North Pines filed in Book I of Plats at Page 145, Records of Kootenai County and said City of Coeur d'Alene City Limits;

thence along the East line of Block 3 of said plat of North Pines and the City of Coeur d'Alene City Limits, North 00°12'37" East 115.59 feet;

thence leaving the East line of said Block 3 and said City of Coeur d'Alene City Limits, South 89°17'19" East 659.22 feet to said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter of Section 1;

thence along said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter, South 00°20'31" West 114.32 feet to the **True Point of Beginning**;

said parcel containing 1.739 acres of land, more or less.

City of Coeur d'Alene
Planning Department
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

August 29, 2023

ATTN: Hilary Anderson / Planning Staff

RE: Parcel # 50N04W-01-2260

Dear Hilary,

I hereby authorize Lake City Engineering, Inc. to act as the Authorized Agent for matters related to the above referenced project.

Thank you for your time and consideration in this matter.

Sandra K. Braden
Sandra K. Braden

8/30/23
Date

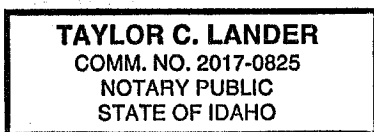
W. Lee Braden
William Lee Braden

8-30-23
Date

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 30 day of August 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Sandra K. Braden, personally known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



[Signature]
Notary Public

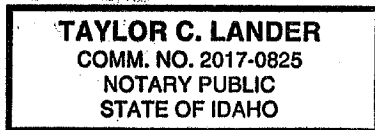
Residing at: Kootenai County

My Commission Expires: 10/27/2023

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 30 day of August 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared William Lee Braden, personally known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



A handwritten signature in black ink, appearing to be "T. Lander", written over a horizontal line.

Notary Public

Residing at: Kootenai County

My Commission Expires: 10/27/2023

COMMISSION COMMENTS:

- Commissioner Ingalls informed the public about the City's Leaf Fest. It will begin on November 13th.
- Commissioner Luttrupp commented that he watched the City Council meeting and observed the Appeal Process. He wanted to commend the City of Coeur d'Alene Attorney Randy Adams. He did an excellent job of explaining the process of how it works. Chairman Messina agreed.

PUBLIC HEARINGS: *ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS.**

Applicant: Lake City Engineering, Inc
Location: 3549 N 15th
Request: A proposed 1.74-acre annexation from County AS to City R-12.
LEGISLATIVE, (A-1-23)

Mr. Behary, Associate Planner, provided the following statements:

- The applicant is requesting approval of the annexation of 1.74 acres in conjunction with zoning approval from County Agricultural-Suburban to the R-12 zoning district.
- Currently the subject property is located in the unincorporated area of the County and consists of one parcel that has a single-family dwelling located on it. The subject site is 1.74 acres in area and is relatively flat. The site is adjacent to the city limits along its south and west property line.
- The property is currently zoned Agricultural-Suburban in the County. As part of the annexation request, the applicant is proposing the R-12 zoning district be applied to the subject site. The subject site is located within the City's Area of City Impact (see ACI Map on page 7).
- The Planning Commission approved an annexation and a planned unit development (PUD) on the property that is located adjacent and directly to the south of the subject site in items A-3-22 and PUD-4-22, known as Birkdale Commons. The applicant has indicated that if this annexation request is approved then they will make application for a PUD on the subject site that will connect and have access to the Birkdale Commons PUD. The Birkdale Commons PUD has an approved private road that has a single access connection to 15th Street.
- The applicant has submitted an Annexation Map (see page 4) and a narrative as part of this request. See the attached narrative by the applicant at the end of this report for a complete overview of their annexation request.
- Proposed 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 (12) units per gross acre.

Principal permitted used in an R-12 District are as follows:
 - Administrative.
 - Duplex housing.
 - Essential service (underground).

- Home Occupation.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

There are four findings that must be met for an annexation, Findings B8-B-11.

1. **Findings B#8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2042 Comprehensive Plan Land use: Place Types represent the form of future development, as envisioned by the residents of Coeur d’Alene. Place Types will in turn provide the policy level guidance that will inform the city’s Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, and allowed uses.

Place Type:

Compact neighborhood Compact neighborhood places are medium density residential areas located primarily in older locations of Coeur d’Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

Compatible Zoning Districts within the “Compact Neighborhood” Place Type:

- R-12, R-17, MH-8, NC and CC Zoning Districts.

Growth & Development

Goal: GD 1

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

Objective: GD 1.1

Achieve a balance of housing product types and price points, including affordable house, to meet city needs.

2. **Findings B#9:** That public facilities and utilities (are) (are not) available and adequate for the proposed use.

City staff from Streets and Engineering, Water, Fire, Parks, Police and Wastewater departments have reviewed the application request in regards to public utilities and public facilities. Each department had indicated that there are public facilities and public utilities available and adequate for the proposed annexation with zoning to R-12.

3. **Findings B#10:** That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

The site is generally flat that slightly slope to the southwest. The western portion of the site is vacant of buildings and is in a natural state with grass and trees locate on it.

4. **Findings B#11:** That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The subject property is bordered by 15th Street, which is a major collector street, Traffic from the proposed residential development is estimated to generate approximately seven (7) AM peak hour trips and nine (9) PM peak hour trip per day. 2018 traffic counts indicate 15th Street experiences an average of 770 PM peak hour trips.

NEIGHBORHOOD CHARACTER:

The neighborhood is predominantly single family. To the east, across 15th Street there is a multi-family apartment complex along with some duplex housing units. The surrounding properties to the north, east, south, and west have residential uses located on them.

Mr. Behary noted that there are seven (7) recommended items for inclusion in the annexation agreement:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional service will have cap fees due at building permitting.
3. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
4. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for water, 30' if combined with public sewer.
5. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One lateral.
6. The existing home on this parcel must connect to City sewer and pay appropriate sewer cap fees.
7. Ten feet (10') of right-way shall be dedicated to the City for improvement to 15th Street.

Mr. Behary concluded his presentation.

Commission Comments:

Commissioner Ingalls questions the B#11 regarding the traffic when Birkdale Commons was approved, he recalls there was some concern by the city engineer regarding the offset of the intersection. The way the report reads it does address the streets and engineering department's concern. If each of the comparable neighborhoods lots are developed and are similar to Birkdale Commons, traffic would be impacted by a series of five closely spaced intersections. It reads as this proposal address the concern that this was in the past as if this will likely make things better. He asked if Mr. Behary concurred. Mr. Behary confirms this is correct and noted that in their narrative the applicant said they will use the existing access from the Birkdale to the south. All the lots that will be approved from this all the lots will use the south road and they will have one access off of 15th Street rather than creating a new access with this annexation.

Commissioner Ward wanted to know how many units are in the Birkdale Commons development to the south?

Mr. Behary stated there were 18 units that had been approved.

Chairman Messina wanted to confirm that the Commission's decision for the approval of this annexation will then go to the City Council regarding the R-12 zoning.

Mr. Behary stated that this is correct, the Planning Commission is recommending tonight the annexation in conjunction with zoning R-12. The item will go to City Council and they will have the final approval.

Public testimony open:

Gordan Dobler, applicant's representative, noted the requested R-12 zoning would be on a collector. He was also here with the Aspen Homes annexation request for R-12 zoning down by the BMX park and Cherry Hill. The R-12 is one of the lower density zones for the compact neighborhood and we would

conclude this is a perfect fit. Utilities are already set up with adequate infrastructure and zoning meeting all the criteria. Mr. Dobler concluded his presentation

Commissioner Ingalls commented this piece of property is like a donut hole because it's still in the County and it creates confusion with respect to who to call if there was a dog off a leash and which rules would apply - City code or County code. The City sweeps the streets, paints the streets, fixes the pot holes, and EMS and Police respond even though the property is in the County. Some of these County parcels have had failing sewers and there was there a push to get these properties into the City. Mr. Dobler answered and agreed they did try to get those parcels annexed into the City with the City Council when he was City Engineer. The City provided all of the services and received none of the benefit. These are general issues that the Planning Commission would at least consider in recommending the zoning, but the base issue should we be to annex this or not, although this is a Council decision. We will make this argument to the Council as long as we can to say there is a huge benefit. Commissioner Luttrupp stated maybe there will be a benefit when the City updates the impact fees.

Chairman Messina asked Ms. Patterson if there will there be a development agreement down the road. Ms. Patterson answered no that it is not anticipated this project would trigger a development agreement. When City Council adopted the Development Agreement Ordinance it was determined it would be for special circumstances. This is a small request with 7 lots. But, ultimately the City Council would make a recommendation to determine if a development agreement is required, but a standard annexation agreement would cover all the issues.

Chairman Messina stated if one of the commissioners would like to make a recommendation, they can do it with the findings, and asked staff if that was correct. Ms. Patterson responded, that is correct.

Chairman Messina read the names of the citizens who did not want to publicly speak but wanted to have their names on record that they wanted to remain neutral or were in favor of the annexation.

Mr. Dobler did not have a rebuttal.

Public testimony closed:

Discussion:

Commissioner Ward has no problem with this annexation, the R-12 zoning is appropriate and 15th Street is a major roadway. The only issue is, if 15th Street is a major road way, if there are 18 lots on Birkdale Commons and now, we will have 6 additional lots, totaling maybe 24 units on 1 single private drive exiting on to 15th Street. The a.m. and p.m. peak hour trips are going to be very busy. The main concern is that we might be creating a very busy corridor on 15th Street and approving dead-end type developments that they have private 20-foot wide roads that the City will not be maintaining. The residents trying to get out in the morning onto 15th Street may not be a problem, but it could be a problem at 5:00 p.m. and in the afternoon when it will be backed up with lots of vehicles. We do need to pay attention to the interior circulation as well as impacts to 15th Street.

- Chairman Messina would like to know if this will come up in the PUD if this comes back.
- Ms. Patterson states yes it will.
- Commissioner Luttrupp would like to encourage the City to develop the standards because we hear this quite regularly. He asked staff and applicants to consider if there are technologies of traffic control and so forth as advanced ways to handle traffic impacts. He indicated there needs to be some type of things to recommend to the council such as principals, policies and some kind of direction so we don't have to raise this every time. It's frustrating to us, as it is to the public, especially whether you are for or, against. If we can get more definitive answers on traffic solutions and policies it may be more helpful to all of us.
- Commissioner Ingalls commented he believes this property should this be annexed. This is one

of those donut holes and feels the R-12 is very appropriate for a compact neighborhood and supports this going forward to the City Council for annexation with an R-12 zoning.

Motion by Commissioner Fleming, seconded by Commissioner Ward, to recommend to the City Council that the R-12 Zoning be Adopted for item A-1-23.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingallis	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Ward	Voted	Aye
Chairman Messina	Voted	Aye

Motion to ADOPT CARRIED BY A 6 TO 0 VOTE.

ADJOURNMENT:

Motion by Commissioner Luttrupp, seconded by Fleming, to adjourn the meeting. Motion approved.

Meeting adjourned at 6:02 p.m.

Prepared by Traci Clark, Public Hearing Assistant

City Council Meeting



December 5, 2023

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

OWNERS:

Sandra & William Braden
3549 N 15th Street
Coeur d'Alene, ID 83815

APPLICANT / ENGINEER:

Lake City Engineering
126 Poplar Avenue
Coeur d'Alene, ID 83814

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

REQUEST

A-1-23: The applicant is requesting annexation of 1.74 acres and that the property, zoned Agricultural-Suburban in the County, be zoned R-12 in the City.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

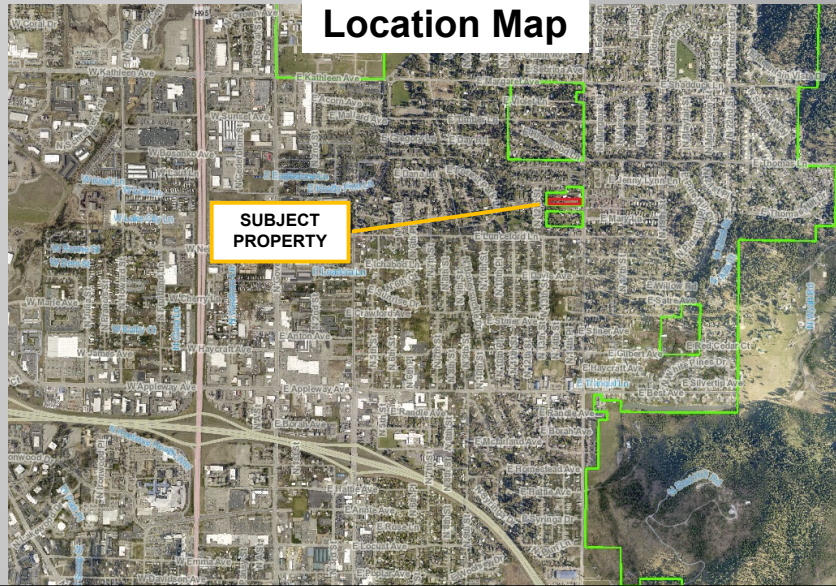
LOCATION:

Located at 3549 N 15th Street

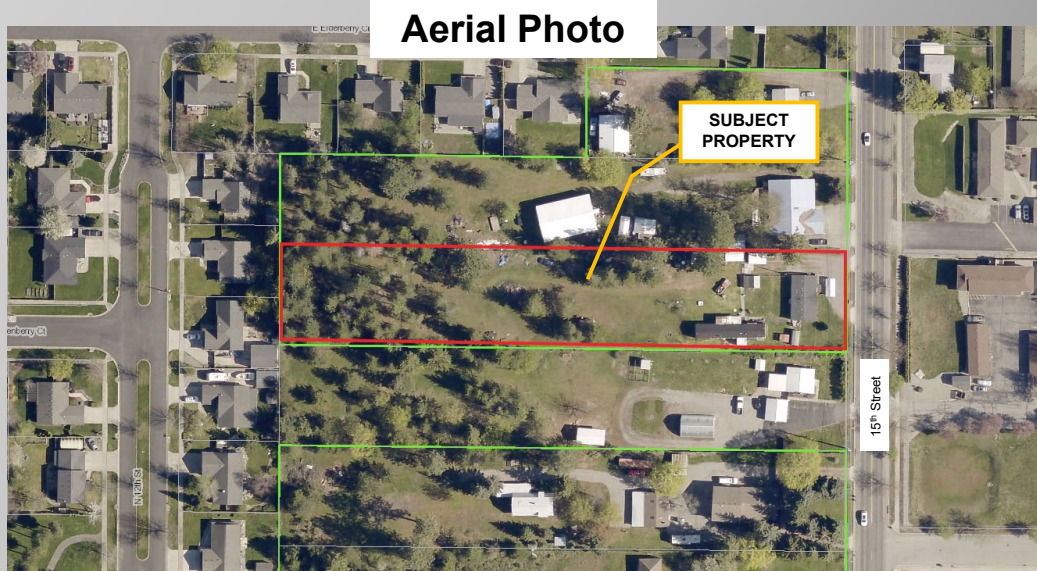
LEGAL NOTICE:

Published in the CDA Press on November 18, 2023

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North



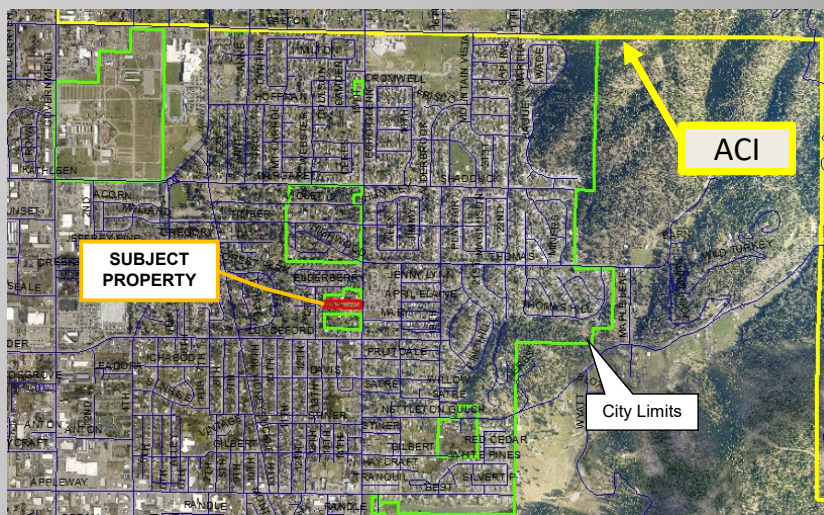
A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

Birdseye Photo

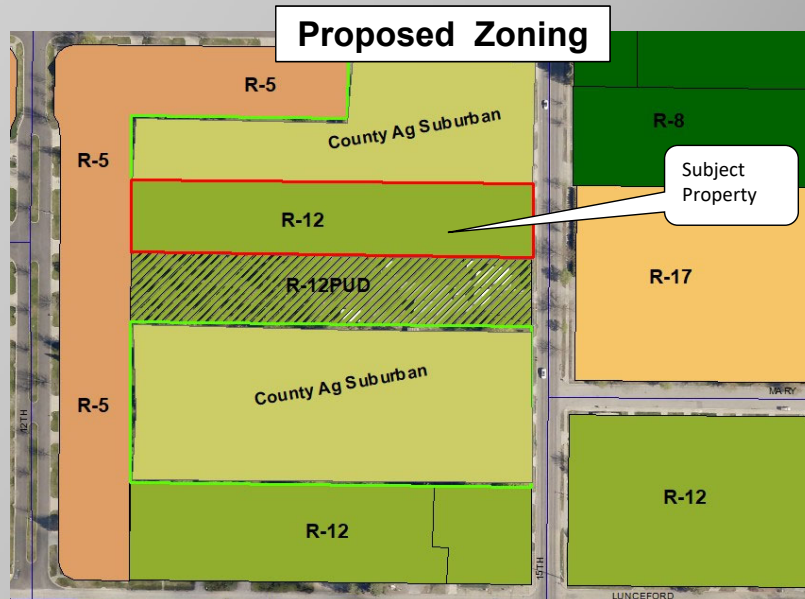


A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

Area of City Impact (ACI)



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

Proposed 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.

Principal permitted uses in an R-12 District are as follows:

- Administrative.
- Duplex housing.
- Essential service (underground).
- Home occupation
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

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.

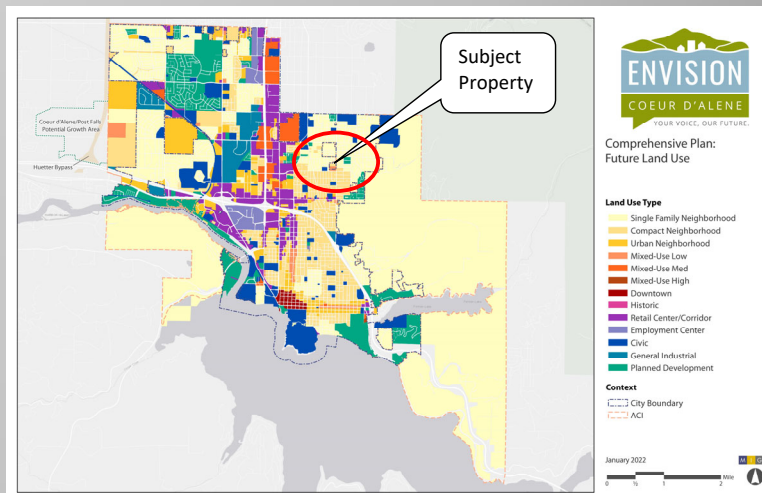
Finding #B11:

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

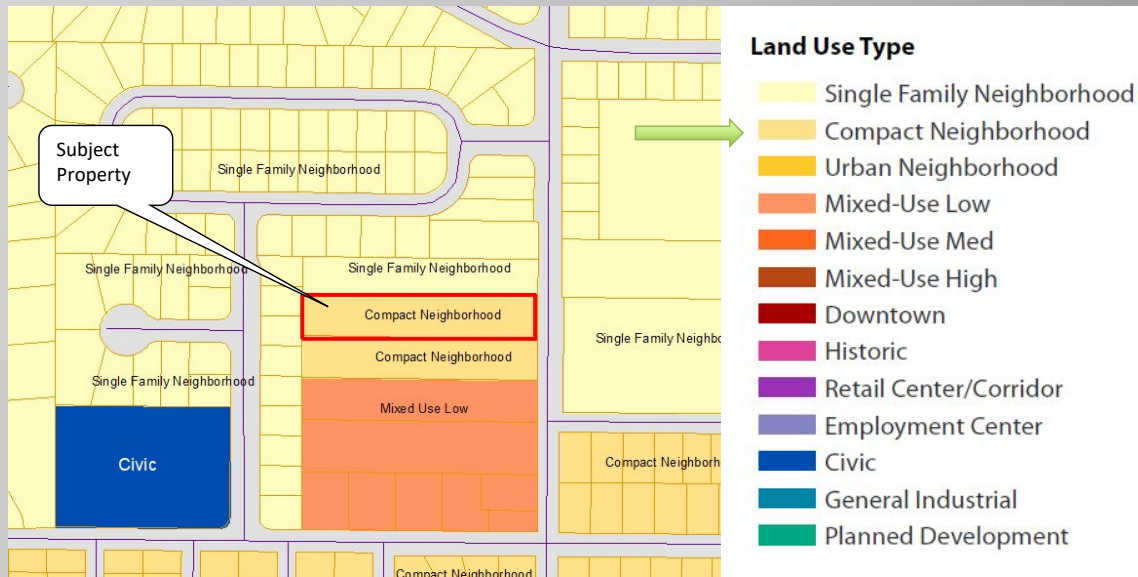
A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

Finding #B8:

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



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

2042 Comprehensive Plan Place Types

Place Types represent the form of future development, as envisioned by the residents of Coeur d'Alene. Place Types will in turn provide the policy level guidance that will inform the City's Development Ordinance.

Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, and allowed uses.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

2042 Comprehensive Plan Place Type:

Place Type: Compact Neighborhood

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

Compatible Zoning Districts within the "Compact Neighborhood" Place Type:

- R-12, R-17, MH-8, NC and CC Zoning Districts.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

2042 Comprehensive Plan Goals and Objectives

Community & Identity

Goal CI 3

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

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

2042 Comprehensive Plan Goals and Objectives

Environment & Recreation

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

2042 Comprehensive Plan Goals and Objectives

Growth & Development

Goal: GD 1

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

OBJECTIVE: GD 1.1

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

**A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
*Birkdale Commons North***

2042 Comprehensive Plan Goals and Objectives

Growth & Development

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

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

* See pages 11 and 12 of the staff report for full list of Comprehensive Plan Goals and Objectives

**A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
*Birkdale Commons North***

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, Parks, Police, 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 R-12.

* See Staff 's full comments on pages 13 and 14 of the staff report.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

Finding #B10:

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

- The site is general flat that slightly slope to the southwest.
- The western portion of the site is vacant of buildings and is in a natural state with grass and trees located on it.

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

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

Topographic Map



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

Site Photo - 2



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

Site Photo - 3



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

Site Photo - 4



**A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
*Birkdale Commons North***

Site Photo - 5



**A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
*Birkdale Commons North***

Finding #B11:

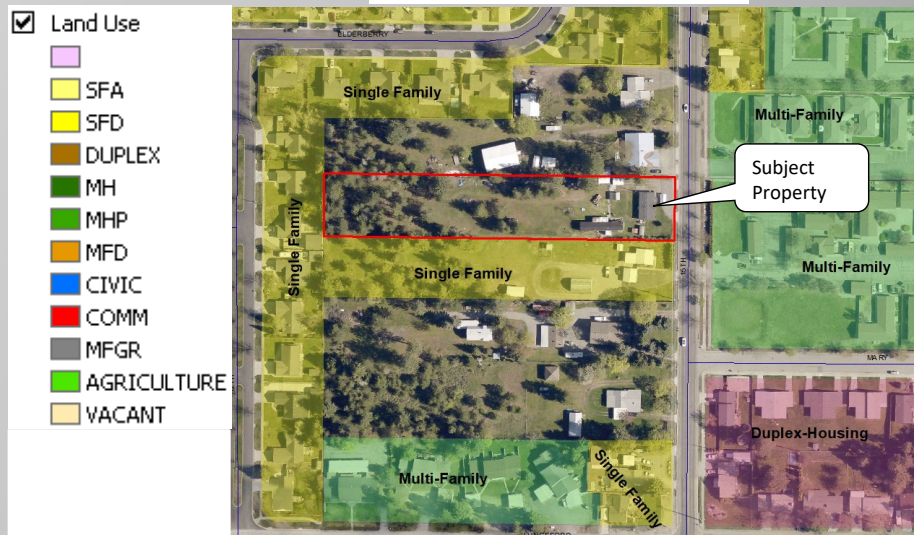
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

- The subject property is bordered by 15th Street, which is a major collector street. Traffic from the proposed residential development is estimated to generate approximately seven (7) AM peak hour trips and nine (9) PM peak hour trips per day. 2018 traffic counts indicate 15th Street experiences an average of 770 PM peak hour trips.

-Submitted by Chris Bosley, City Engineer

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

Land Use Map



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

Recommended Items to include in the Annexation Agreement:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional service will have cap fees due at building permitting
3. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
4. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning *Birkdale Commons North*

Recommended Items to include in the Annexation Agreement (continued)...

5. This project will require the extension of sewer “To and Through” this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
6. The existing home on this parcel must connect to City sewer and pay appropriate sewer cap fees.
7. Ten feet (10') of right-of-way shall be dedicated to the City for improvements to 15th Street.



Decision Points & Findings

A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

A-1-23: The applicant is requesting annexation of 1.74 acres with R-12 zoning.

Approval of the annexation agreement will be a separate action.



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North

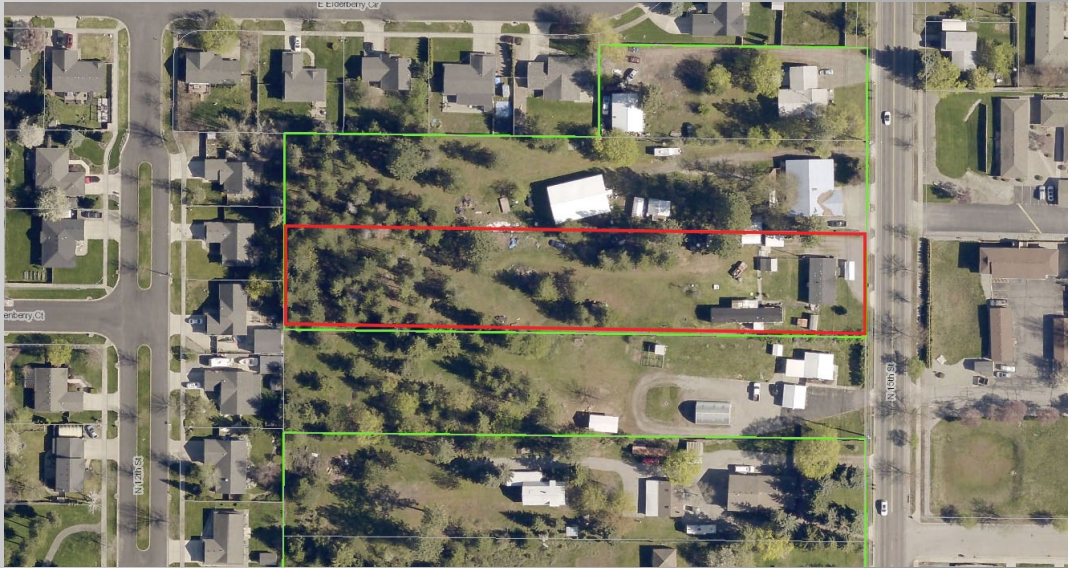
ACTION ALTERNATIVES:

City Council will need to consider this annexation request and R-12 zoning and make separate findings to:

- Approve
- Deny
- Deny without Prejudice



A-1-23: Annexation of +/- 1.74 acres with R-12 Zoning
Birkdale Commons North



ORDINANCE NO. _____
COUNCIL BILL NO. 23-1011

AN ORDINANCE ANNEXING TO, AND DECLARING TO BE A PART OF, THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-12; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit “A,” attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d’Alene, Kootenai County, Idaho, and within the City’s Area of City Impact, be and the same hereby is annexed to and declared to be a part of the City of Coeur d’Alene, Kootenai County, Idaho, and the same is hereby zoned as R-12 (12 units per gross 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, be and the same hereby is amended as set forth in the preceding section hereof.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 5th, 2023.

APPROVED by the Mayor this 5th day of December, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-1-23 Birkdale Commons North - 3549 N. 15th Street

AN ORDINANCE ANNEXING TO, AND DECLARING TO BE A PART OF, THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-12; 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 the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-23 Birkdale Commons North - 3549 N. 15th Street, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5th day of December, 2023.

Randall R. Adams, City Attorney

EXHIBIT A

Annexation Description

A parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the East Quarter corner of said Section 1, being a 2 inch brass cap marked "LS 4006" per CP&F instrument number 1285911, Records of Kootenai County, from which the Center Quarter corner bears North 89°23'58" West 2630.74 feet; thence along the East line of the Northeast Quarter of said Section 1, North 00°20'31" East 548.31 feet to a point on the City of Coeur d'Alene City Limits, said point also being the **True Point of Beginning**;

thence along said City of Coeur d'Alene City Limits, North 89°23'58" West 658.95 feet to a point on the East line of Block 3 of the plat of North Pines filed in Book I of Plats at Page 145, Records of Kootenai County and said City of Coeur d'Alene City Limits;

thence along the East line of Block 3 of said plat of North Pines and the City of Coeur d'Alene City Limits, North 00°12'37" East 115.59 feet;

thence leaving the East line of said Block 3 and said City of Coeur d'Alene City Limits, South 89°17'19" East 659.22 feet to said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter of Section 1;

thence along said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter, South 00°20'31" West 114.32 feet to the **True Point of Beginning**;

said parcel containing 1.739 acres of land, more or less.

CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 01,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°45'16" AND A CAF OF 0.999901488 WAS CALCULATED AT THE EAST QUARTER CORNER OF SECTION 1.

NOTE

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

REFERENCE DOCUMENTS

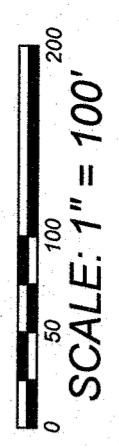
- (R-1) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND FILED AT BOOK 19 OF SURVEYS, PAGE 482, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF NORTH PINES PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND FILED AT BOOK 1 OF PLATS, PAGE 145, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF LONE PINE PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK J OF PLATS, PAGE 273, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

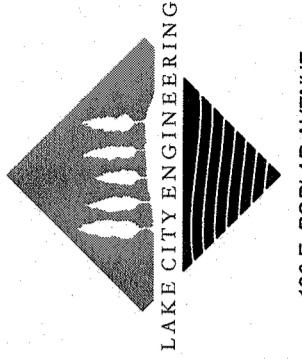
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "PLS 4194"
- ⊙ FOUND 5/8" REBAR, NO CAP
- △ CALCULATED POINT, NOTHING FOUND OR SET
- PROPOSED CITY LIMITS
- X—X EXISTING CITY LIMITS
- ADJACENT LOT LINE
- SECTION LINE
- EASEMENT LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE REQUEST OF WILLIAM BRADEN.



CHECKED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 100'
DATE:	08/28/2023
JOB NO.:	LCE 23-060



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



PROFESSIONAL ENGINEER
DAVID SCHUMANN
STATE OF IDAHO
LICENSE NO. 117794

RESOLUTION NO. 23-088

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH SANDRA AND WILLIAM BRADEN FOR BIRKDALE COMMONS NORTH AT 3549 N. 15TH STREET.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Sandra and William Braden for Birkdale Commons North at 3549 N. 15th Street, pursuant to the terms and conditions set forth in said Agreement, a copy of which is attached hereto as exhibit "A" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an Annexation Agreement with Sandra and William Braden for Birkdale Commons North at 3549 N. 15th Street in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 5th day of December, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

ANNEXATION AGREEMENT
A-1-23 3549 N. 15th Street

THIS AGREEMENT is made and dated this _____ day of _____, 2023, by and between the City of Coeur d'Alene, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and Sandra K. Braden and William Lee Braden, with their address at 3549 N 15th Street, Coeur d'Alene, Idaho, hereinafter referred to as the "Owners."

W I T N E S S E T H:

WHEREAS, the Owners own a parcel of land adjacent to the City limits of the City, which the Owners wish to develop, and the Owners have applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has recommended, subject to the successful completion of the annexation process, R-12 zoning for the Property. A copy of the approved Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into this Agreement; and

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

NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

1.1. The property is described as Tax # 3794 and Parcel # 50N04W-01-2260 in the records of Kootenai County, which is a parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and commonly known as 3549 N. 15th Street.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owners agree that all laws, standards, policies and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or City Code shall be those in effect at the time of plan approval. The Owners further waive any right the Owners may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owners agree to use the City's water and sanitary sewer systems for this development. The Owners will extend, at its own cost, the water and sanitary sewer systems and further agrees to fully comply will all City policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owners will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The Parties expressly agree that the Owners are conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owners agree that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, the Owners will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

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

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

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owners further agree prior to occupancy of the Property, and prior to issuance of any building permits for the Property, to submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this Agreement or by City Code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths, and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2 Compliance with conditions of approval: The conditions of approval as contained within the Findings and Order, attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owners specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

4.3 Any future changes to the lot configuration shall be required to meet all Subdivision Standards.

ARTICLE V: FEES

5.1. Consideration: The Owners agree to provide specific consideration in the amount of Five Thousand Two Hundred Fifty and no/100 Dollars, (\$5,250.00) to the City at the times specified in Section 5.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750.00) per residential lot in the approved R-12 zone on the approved plat for Birkdale Commons North which has seven (7) lots as shown in Exhibit "C." The sum provided for by this Agreement is deemed by the Parties to be a reasonable fee for City benefits and services to the Owners' Property, including but not limited to public safety and other services. The Owners will remain responsible for all other costs and fees required by City Code.

5.2. No extension of credit: The Parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.3. Payment of annexation fees: On or before the date of the publication of the ordinance annexing the Property into the City, the Owners will pay the required fee for each lot contained in the final plat. The Owners expressly agree that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owners shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.5. The Owners' reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the Annexation Agreement that will benefit the Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Eight Hundred Dollars (\$800.00).

5.6 Increase in Zoning Density: If, within two (2) years of the recordation of the Annexation ordinance and this Agreement, the Owners, or any successor-in-interest, request a zone change which results in an increase in density, the Owners agree to pay an additional Annexation Fee representing the difference between the fee described in paragraph 5.1 and the fee which would have been owed had the density increase been utilized in the original calculation of the Annexation Fee, based on the fee in effect at the time of the increase in zoning density.

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: The Owners agree that in the event the Owners fail to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from the Owners, or their assigns or successors-in-interest of such portions of the Owners' Property as the City in its sole discretion decides.

6.2. The Owners to hold the City harmless: The Owners further agree they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owners' development, operation, maintenance, and use of the Property described in Exhibit "A." The Owners further agree to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this Agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the Parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation; Merger; Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the Parties merge into this Agreement. The Parties agree that this Agreement shall only be amended by a writing signed by both Parties. The Parties agree that this Agreement shall not be amended by a change in any law. The Parties agree this Agreement is not intended to replace any other requirement of City Code.

6.6. Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.

6.7. Compliance with applicable laws: The Owners agree to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owners shall be binding upon the Owners and the Owners' heirs, assigns and successors-in-interest, and shall be deemed to be covenants running with the land.

6.9. Publication of ordinance: The Parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owners' Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the Parties agree to meet and confer at the request of either Party to discuss the issue and proposed solutions. Further, each Party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other Party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and the Owners have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

By: _____
James Hammond, Mayor

OWNERS

By: 
Sandra K. Braden

By: 
William Lee Braden

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 29th day of Nov, 2023, before me, a Notary Public, personally appeared Sandra K. Braden, as owner acknowledged to me that such corporation executed the same.

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

Andrea L. Dittman
Notary Public for Idaho
Residing at Kootenai County
My Commission expires: 1-5-29

ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 29th day of Nov, 2023, before me, a Notary Public, personally appeared William Lee Braden, as owner acknowledged to me that such corporation executed the same.

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

Andrea L. Dittman
Notary Public for Idaho
Residing at Kootenai County
My Commission expires: 1-5-29

ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "A"

Annexation Description

A parcel of land being a portion of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the East Quarter corner of said Section 1, being a 2 inch brass cap marked "LS 4006" per CP&F instrument number 1285911, Records of Kootenai County, from which the Center Quarter corner bears North 89°23'58" West 2630.74 feet; thence along the East line of the Northeast Quarter of said Section 1, North 00°20'31" East 548.31 feet to a point on the City of Coeur d'Alene City Limits, said point also being the **True Point of Beginning**;

thence along said City of Coeur d'Alene City Limits, North 89°23'58" West 658.95 feet to a point on the East line of Block 3 of the plat of North Pines filed in Book I of Plats at Page 145, Records of Kootenai County and said City of Coeur d'Alene City Limits;

thence along the East line of Block 3 of said plat of North Pines and the City of Coeur d'Alene City Limits, North 00°12'37" East 115.59 feet;

thence leaving the East line of said Block 3 and said City of Coeur d'Alene City Limits, South 89°17'19" East 659.22 feet to said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter of Section 1;

thence along said City of Coeur d'Alene City Limits and said East line of the Northeast Quarter, South 00°20'31" West 114.32 feet to the **True Point of Beginning**;

said parcel containing 1.739 acres of land, more or less.

CITY OF COEUR D'ALENE ANNEXATION MAP ORDINANCE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 01,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE GRADE SURVEY PLANE CORRECTED TO THE WEST ZONE (1983) SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF 30"48"18" AND A CAP OF 0.88962' PER MILE WAS CALCULATED AT THE EAST QUARTER CORNER OF SECTION 1.

NOTE

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

REFERENCE DOCUMENTS

- (P-1) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND FILED AT BOOK 14 OF SURVEYS, PAGE 462, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & ENGINEERING, INC., AND FILED AT BOOK 1 OF PLATS, PAGE 148, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF LONE PINE PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK J OF PLATS, PAGE 273, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- FOUND 86" REBAR WITH YELLOW/PLASTIC CAP MARKED "PLS 4194"
- FOUND 86" REBAR NO CAP
- △ CALCULATED POINT, NOTHING FOUND OR SET
- PROPOSED CITY LIMITS
- EXISTING CITY LIMITS
- ADJACENT LOT LINE
- SECTION LINE
- EASEMENT LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE REQUEST OF WILLIAM BRADEN.

0 50 100 200
SCALE: 1" = 100'

CHECKED BY:	DES
DRAWN BY:	DES
SCALE:	1" = 100'
DATE:	06/08/2023
JOB NO:	LC2 23-000

LAKOTA ENGINEERING
126 E. POPULAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208-225-2524

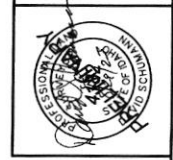


EXHIBIT "B"

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION**

A-1-23

This matter came before the Planning Commission on October 10, 2023, to consider ITEM A-1-23, a request for a recommendation for zoning prior to annexation from County AG Suburban to City R-12.

LOCATION: 3549 N. 15th STREET, Coeur d'Alene, ID 83815

OWNERS: Sandra and William Braden

APPLICANT: Drew Dittman, PE, Lake City Engineering

A. FINDINGS OF FACT:

The Planning Commission finds that the following facts have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

- A1. The subject property is 1.74 acres.
- A2. The subject property is outside of the City Limits.
- A3. The subject property is within the Area of City Impact.
- A4. The existing land use is a single-family dwelling.
- A5. The Comprehensive Plan Map designation is Compact Neighborhood.
- A6. The zoning is County AG Suburban.
- A7. The requested zoning is R-12. Permitted uses in the R-12 zone are Administrative, Duplex housing, Essential service (underground), "Home occupation," Neighborhood recreation, Public recreation, and Single-family detached housing. Other uses are permitted with a special use permit.
- A8. The notice of public hearing was published on September 23, 2023, which fulfills the legal requirement for zoning prior to annexation.
- A9. The notice of public hearing was posted on the property on September 28, 2023, which fulfills the proper legal requirement.
- A10. Eighty-eight (88) notices of public hearing were mailed to all property owners of record within three hundred feet (300') of the subject property on September 21, 2023, which fulfills the legal requirement.
- A11. Public testimony was received on October 10, 2023.
- A12. The Future Land Use Map designates the property as the Compact Neighborhood place type which identifies R-12 as compatible zoning.

- A13. The Comprehensive Plan Goals, Objectives and Policies that are applicable to this matter are as follows:

Community & Identity

Goal CI 3

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

OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Environment & Recreation

Goal ER 1

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

Goal ER 2

Provide diverse recreation options.

OBJECTIVE ER 2.2

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation.

OBJECTIVE ER 2.3

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

Growth & Development

Goal GD 1

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

OBJECTIVE GD 1.1

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

OBJECTIVE GD 1.3

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

OBJECTIVE GD 1.5

Recognize neighborhood and district identities.

Goal GD 2

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

OBJECTIVE GD 2.1

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

OBJECTIVE GD 2.2

Ensure that City and technology services meet the needs of the community.

Goal GD 3

Support the development of a multimodal transportation system for all users.

OBJECTIVE GD 3.1

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

- A14. In addition to providing more housing, the proximity of this property to thoroughfares and the freeway is beneficial to the development and the community by providing easy access to residents and visitors.
- A15. The property lies within the City of Coeur d'Alene water service area. The Water Department has stated there is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. The nearest public sanitary sewer is located in 15th Street to the east of subject property. A sewer extension conforming to City Standards and Policies will be required at no cost to the City prior issuance of any building permits. 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. Another positive aspect of this annexation is that we would be removing a septic system that drains into our aquifer by having the property connected to sewer.
- A16. The physical characteristics of the site consist of very flat topography, which makes it accessible for an easy build.
- A17. 15th Street is a major roadway. There was some initial concern about traffic movements out of the project onto 15th Street that were discussed as being addressed with the PUD and subdivision. The City will be addressing 15th Street by adding a center turn lane in a few years to help address traffic and turning movements into and out of the project. The applicant said they will use the existing access from the Birkdale to the south. All the lots that will be approved from this development will use the south road and they will have one access off of 15th Street rather than creating a new access with this annexation.
- A18. The R-12 zoning is very compatible with surrounding uses and zoning.
- A19. The property is one of the "donut holes" in the City, an area in the unincorporated County surrounded by property within the City limits.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning Commission makes the following Conclusions of Law.

- B1. This proposal is in conformance with the Comprehensive Plan Goals, Objectives, and Policies.
- B2. Public facilities and utilities are available and adequate for the proposed use.

- B3. The physical characteristics of the site make it suitable for the request.
- B4. The proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION

The Planning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested annexation complies with the required evaluation criteria for an annexation and recommends that the City Council adopts the R-12 zoning with the following conditions to be included in the Annexation Agreement:

1. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
2. Any additional service will have cap fees due at building perming
3. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
4. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
5. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
6. The existing home on this parcel must connect to City sewer and pay appropriate sewer cap fees.
7. Ten feet (10') of right-of-way shall be dedicated to the City for improvements to 15th Street.

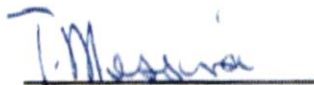
Motion by Commissioner Fleming, seconded by Commissioner Ward, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Aye
Commissioner Ingalls	Voted Aye
Commissioner Luttrupp	Voted Aye
Commissioner McCracken	Voted Aye
Commissioner Ward	Voted Aye
Chairman Messina	Voted Aye

Commissioner Coppess was absent.

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN TOM MESSINA

